



Minutes of Meeting of the Quality of Life Scrutiny Panel Task Group on the Tenancy Agreement (proposals for variation)

Held at 7.30pm on 29 July 2003 in Cttee Rm 3, Brent Town Hall

Attended by:

Cllrs Harrod & Van Colle - Task Group Members
Linda Footer - Senior Project Officer, BHP
Mukesh Upadhyay - Housing Development Manager, LBB
Sharlene Atkins - Principal Lawyer (Housing & Litigation), LBB

LF and SA explained to Members the summary of items that remain contentious as between LBB/BHP and tenants/other respondents following consideration by officers of feedback including, but not limited to, that received as part of the formal consultation process. A copy of the summary is attached for ease of reference.

1. The response of the Task Group is recorded below, using the corresponding clause number where available. The Task Group Members agreed in respect of all but one item (the 7-year external redecoration requirement). The task Group's response is recorded in terms of agreement or otherwise with the relevant feedback in the attached summary:

Clause number & description	Response
(no number) Digital photographs of new tenants	It was not accepted that the requirement for new tenants to provide a digital photograph would be over intrusive or that concerns about disclosure, confidentiality and risk of theft of identities or promotion of racism are valid. Members were assured that the security arrangements for the photographs are compliant with the Data Protection Act 1998; that access by LBB/BHP officers would be restricted and that while provision of a photograph is likely to be a requirement of being

	<p>granted a new tenancy, objections to photographs on religious grounds will be dealt with as sensitively as possible, for example they could be taken in private, by someone of the same religion. Officers will be provided with guidance on this.</p> <p>Noted that 4 tenants and one TMO supported, or stated that they had no objection to, the proposal for digital photographs</p>
2.3 Rent liability of joint tenants	Agree that officers should amend the proposed version so that joint tenants' general liabilities (not just rent) are set out elsewhere, probably in the introduction.
2.4 Payment of rent in relation to current and former tenant arrears	Agreed that proposal should be amended so that it reflects the intention: that only arrears from previous Brent, not other Council, tenancies are covered. Insert the word "Brent". Not agreed that former tenant arrears from other Brent tenancies should be collected as simple debts.
3.1 Repairs section generally –	<p>Re: keeping the "old list" Officers explained that those tenants with the 1981 version of the agreement retain their existing repairing rights because that agreement prohibits a reduction. Other tenants will have different, and in places less, rights to repairs but the requirements of the Landlord & Tenant Act 1985 will apply to all tenancies. Members did not agree that 1981-version repairing obligations should be introduced for all tenants; and did not agree that a prohibition on further amending repairing obligations should be added to the proposals.</p> <p>Re: all repairs receiving maximum of one visit from contractor This is impractical and is not agreed.</p> <p>Re: Council inspection of repair work Not agreed, again this is impractical. The existing target of inspecting 10% is acceptable.</p> <p>Re: repairing fences Not agreed.</p>
3.9 Repairs – removing or altering	Agreed that officers should amend the wording to "fixtures & fittings" so that the meaning is

Council property	clearer. No agreed that “or any other property we own” should be deleted as the intention is to prevent removal of fixtures or fittings from any Council owned premises, not just the tenant’s home.
3.12 Repairs – Council obligation for external decorations	Cllr Harrod is in favour of retaining the requirement for the Council to decorate every 7 years; Cllr Van Colle favours allowing the Council greater flexibility and not specifying a fixed period.
3.14 Repairs to common parts	Not agreed that the Law Centre’s suggestion of retaining the old wording should be followed. Officers have already agreed to improve the wording subject to legal advice, no further amendment necessary.
4.3 Access	Not agreed, the notes are acceptable as an explanation of what is meant by “emergency”.
4.4 Penalties for forced access	Penalties are a commercial reality – not agreed that the Council should seek to negotiate contracts that don’t include penalties for wasted visits. Agreed to add “by appointment” to the clause. Don’t accept that contractors may abuse this clause and break down doors.
5.7 Using the property – gardens clean & tidy	Not agreed that there should be an exception clause to exclude those who are unable to comply personally. There is assistance available for those who have restricted ability.
5.8 using the property – trees and shrubs	Agreed to delete this clause and amend clause 5.7 so that tenants need to seek permission to plant trees and add explanation in the notes section. This is in recognition of the potential problems caused by hedges and trees.
6.6 Nuisance	Not agreed to delete the whole section but agreed that clause 6.6 should be deleted.
7.1 Repairs – Flats & Maisonettes	Not agreed but officers should ensure that wording is consistent throughout the agreement
7.6 Nuisance in shared areas – doors	Not agreed to delete this clause but agreed to delete the word “prop” so that it reads “You must not allow fire doors, security doors or main doors to be kept open”
10.3 Leaving the home	Not agreed that a flat charge for those who fail to return keys is unacceptable. Agreed that

	officers should amend so that a charge “may” be levied instead of “will”. Office should also amend so that further charges may be levied if keys are not returned after the first week. Also amend notes to better explain what is meant.
10.6 Abandonment	Not agreed to delete but officers should amend so that the meaning is clear.

2. Members agreed that there was no need to seek further information from tenants or other respondents and as such no further meeting of the Task Group was required.

Meeting ended at 10pm