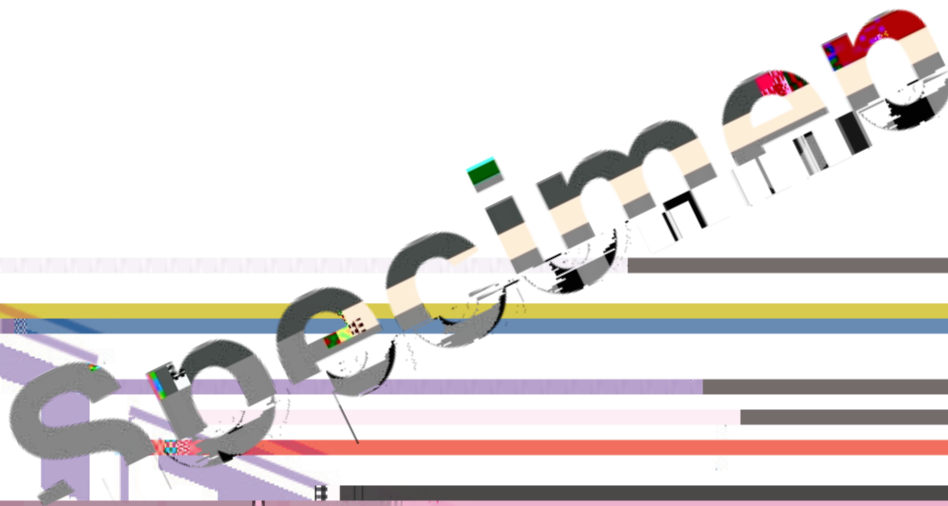
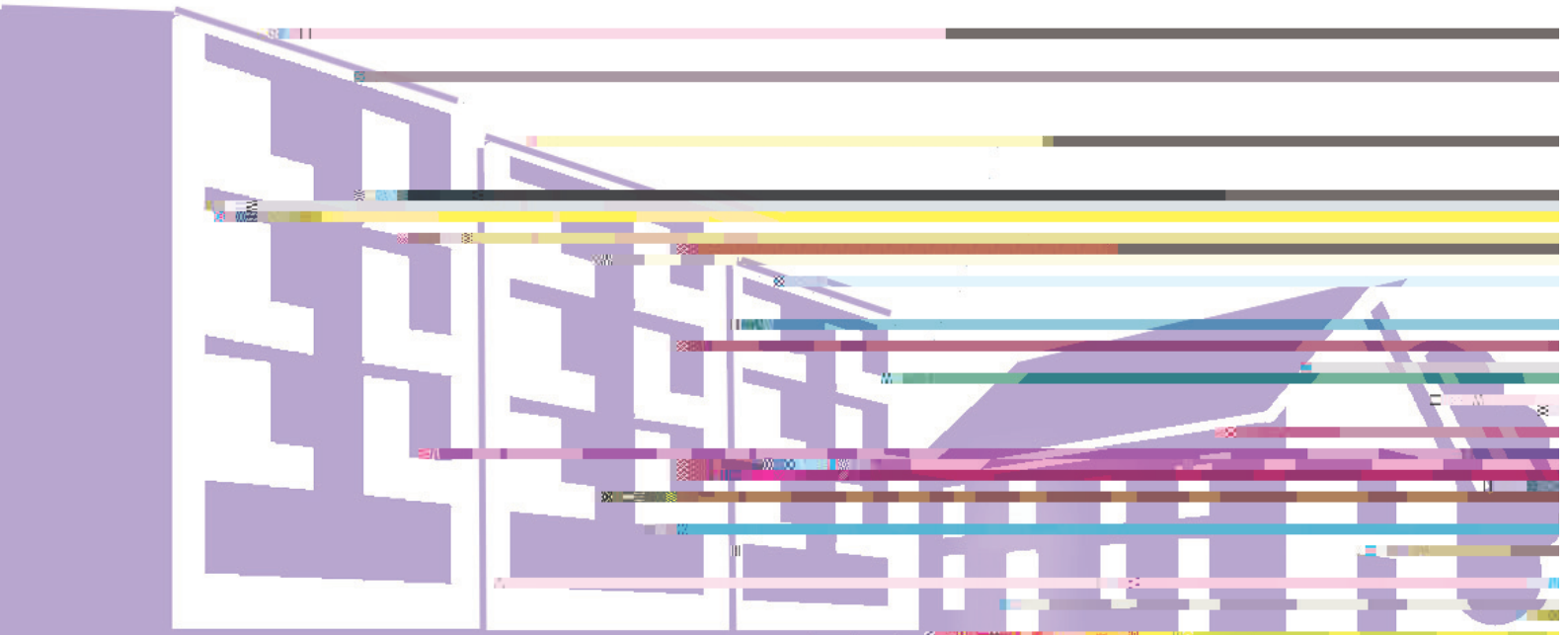


# Introductory/Flexible Tenancy Agreement





This is your tenancy agreement, the legal contract that sets out the conditions of your tenancy. It also sets out the council's responsibilities as your landlord and your responsibilities as a tenant. It is important that you understand that if you break any of the terms of this contract, you could lose your home. If you would like help to understand this agreement, please contact a Housing Officer on **01293 438000**.

This is a legal contract describing the conditions of a tenancy between:

- (1) **Crawley Borough Council**, Town Hall, The Boulevard, Crawley, West Sussex RH10 1UZ and
- (2) **the tenant(s) named below** and who have signed on page 21 in relation to the property described below:

Full name of Tenant(s):

Address of property  
(your home):

Type and size of property:

Flat /  House / .....  
 Other: .....

Number of bedrooms:

1       2       3  
 Other: .....

Garden:

Yes       No       Other: .....

Permitted number of persons:

**This tenancy is either** (the Housing Officer will tick the appropriate box) –

- An introductory weekly periodic tenancy under the Housing Act 1996 which will last for one year from \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_, unless extended. Provided the council has not started possession proceedings during the introductory period it will automatically become a **five year fixed term flexible tenancy** under the Housing Act 1985, which will start on the day after the introductory tenancy period ends.
  - The total weekly rent at the start of the tenancy will be: £ \_\_\_\_\_.
- A five year fixed term flexible tenancy** under the Housing Act 1985, starting on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_.
  - The total weekly rent at the start of the tenancy will be: £ \_\_\_\_\_.
- A new fixed term flexible tenancy**, starting on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_, ending on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_.
  - The total weekly rent at the start of the tenancy will be: £ \_\_\_\_\_.

Number of tenants (including children, young persons and young couples):

1       2

**anniversary date**

The annually recurring date of the first or previous five year fixed term flexible tenancy start date.

**anti-social behaviour**

Anti-social behaviour is conduct causing or likely to cause nuisance, annoyance, harassment, alarm or distress to a person residing, visiting or otherwise engaging in a lawful activity in the locality of your home. Examples of anti-social behaviour include but are not limited to:

- using or threatening to use violence
- damaging and vandalising property
- spraying or writing graffiti
- loud music or making other loud noise
- persistent arguing and slamming doors
- noise or mess from pets
- drunkenness
- dumping rubbish
- setting fires
- riding motorbikes or mopeds anywhere other

### **lodger**

A lodger is a person who lives in your home but does not have exclusive right to any part of it. You are responsible for making a lodger leave if you want to end the arrangement.

### **neighbourhood**

The local area where you live, for example, Gossops Green. The area will include property which is privately owned or rented and property which is owned or managed by the council or housing associations. This area usually includes local shops and facilities, for example schools and leisure centres.

### **personal property**

All personal items which belong to you or a member of your household or visitors and includes curtains, furniture and floor coverings such as carpets.

### **the property / your home**

The property (dwelling-house, flat, maisonette or other dwelling) in which you live and includes any garage, shed, other structure, garden or land etc, as set out on page one, but does not include any common areas.

### **sub-let/sub-tenant**

Giving another person (called the sub-tenant) the right to live in all or part of your home and charging them money to live there.

### **tenancy agreement**

This agreement.

### **Tenants' handbook**

A handbook containing useful information (such as contact telephone numbers) but it does not form part of this tenancy agreement. Copies of the tenants' handbook are available on request from your Housing Officer.

### **Tenancy policy**

Crawley Borough Council's published tenancy policy. A copy is available on the council's website ([www.crawley.gov.uk](http://www.crawley.gov.uk)) or is available on request from your Housing Officer.

### **terms and conditions**

All or any of the clauses of this agreement.

### **Town Hall**

Crawley Borough Council's offices at:  
Town Hall  
The Boulevard  
Crawley  
West Sussex  
RH10 1UZ

### **written permission**

A letter from the council as your landlord, giving you permission to do something ( , : a , ' a b , , , b , a , ab , , , d b , ' a b , b , c , a , ab c , d , ).

### **you / tenant**

The tenant and, if you are a joint tenant, any one or all of the joint tenants.

### **your household**

You, your family and other persons living in your home including any adult family members, other adults, children under 18, lodgers, sub-tenants, and visitors.

- 1.1 This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. If there is anything you do not understand please contact your housing officer or seek legal advice before you sign this contract.
- 1.2 This tenancy agreement describes either your introductory tenancy under the Housing Act 1996 or your flexible tenancy under the terms of the Housing Act 1985. **All the terms and conditions relating to introductory tenants set out in this agreement only apply to you if the box on page one is ticked stating that your tenancy will be an introductory tenancy under the Housing Act 1996 for the first year (unless extended).** Whichever tenancy you have, it is important for you to know that you have a number of rights and responsibilities.
- 1.3 It is important you understand that if you break any of the terms or conditions of this contract the council may commence legal proceedings against you. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted.
- 1.4 The definitions section sets out the meanings of words used in this tenancy agreement.
- 1.5 Unless the contrary is stated or implied the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as by the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the council a discretion.
- 1.6 Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.
- 1.7 Where any term or condition of this tenancy agreement requires you to get written permission from the council, such permission will not be unreasonably withheld but it may be given subject to reasonable conditions. Any request for permission must be made in writing and addressed to your Housing Officer at the Town Hall or, if stated, your Area Surveyor at the Town Hall.

## 2.

The following applies to introductory tenants only.

- 2.1 An introductory tenancy is a tenancy under the Housing Act 1996 for a trial period for the first 12 months (unless it is extended as described below).
- 2.2 If you break any of the terms or conditions of this tenancy agreement, the council may decide to apply to the court for a possession order. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted. Before the council applies to the court, it will give you a notice of its decision and details of your right to request a review of its decision. The council can ask the court that you pay the council's legal costs if it makes an application to the court.
- 2.3 The council may decide to extend the introductory tenancy trial period if you breach any of the terms or conditions of this tenancy agreement. Before the council extends your trial period, it will give you a notice of its intention to do so and this notice will include details of your right to request a review of its decision.
- 2.4 If you keep to the terms and conditions of this tenancy agreement and the council has not started possession proceedings during the introductory period, then at the end of the introductory tenancy, your tenancy will automatically become a flexible tenancy for a fixed term of **five years**.
- 2.5 Succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to your husband, wife or civil partner if he/she occupied the property as his/her only or principal home at the time of your death. This is called 'succession'. If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout 12 months immediately before your death. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

- 2.6 As an introductory tenant you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.
- 2.7 Whilst your tenancy is an introductory tenancy, you do not have the right to buy your property or to exchange your property with another tenant.

## 3.

- 3.1 Your flexible tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be secure, the council may take steps to end it.
- 3.2 If you break any of the tenancy conditions during your flexible tenancy the council will take action and may apply to the court to evict you. However, the council will not attempt to take possession of your home or take any other action without trying to discuss the matter with you beforehand.
- 3.3 If you die whilst your tenancy is a flexible tenancy, your tenancy will pass to your husband, wife or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if he/she occupied the property as his/her only or principal home at the time of your death. No other family member can succeed to your tenancy. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.
- 3.4 If your home has special adaptations that you or your household do not need, the council may apply to the court for a possession order to take back your home provided suitable alternative accommodation is made available for you.
- 3.5 As a flexible tenant, and as long as your tenancy remains secure, you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.
- 3.6 In certain circumstances you have the right to buy your property. You should contact Crawley Borough Council if you want to know more about your right to buy.
- 3.7 In certain circumstances you have the right to exchange your tenancy with another tenant.



## 4.

- 4.1** The flexible tenancy is for a five year period and the Council does not have to give you another tenancy when the fixed term ends. In the 12 months prior to the end date of the tenancy there will be a review. As part of the review, you will be asked to provide the Council with information to enable us to make the decision whether to grant a new tenancy in accordance with the Council's Tenancy Policy, and if so, what length of tenancy to offer. You must provide the Council with the information we request, which may include financial, health and household composition information.
- 4.2** If it is decided not to grant you another tenancy on the expiry of the flexible tenancy, the council will give you at least six months' notice in writing. The notice will give the reasons for the decision and tell you about your right to request a review of the decision. If the council decides not to give you another tenancy the council can ask the court to make a possession order requiring you to vacate the property.

## 5.

- 5.1** The term "rent" includes the weekly rent, service charges and any other weekly charges.
- 5.2** When you sign the tenancy you will be required to pay four weeks rent in advance.
- 5.3** You must pay the rent and any other money owed to the council under this tenancy agreement.
- 5.4** You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly. Rent falls due on a Monday and it must be paid in advance. Your weekly rent at the start of your tenancy is set out on page one of this tenancy agreement.
- 5.5** You can pay your rent in any of the following ways: by Direct Debit, by standing order, by debit or credit card, by internet banking, by cheque, by cash payment and by PayPoint.
- 5.6** The council may vary the amount of rent at any time provided it gives you notice in writing at least four weeks before any change.
- 5.7** Each joint tenant is responsible for the rent. The council can recover all arrears owed to it from any individual joint tenant. This means that even if one joint tenant leaves all tenants continue to be responsible for rent, arrears and tenancy charges.
- 5.8** If you have any difficulty paying your rent you or someone acting on your behalf must inform the council immediately.
- 5.9** If you do not pay your rent, the council may apply to the court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The council can ask the court that you pay the council's legal costs if it makes an application to the court.
- 5.10** As your home receives heat and power from a DHN then you will have to pay towards any heating and hot water you receive and the costs of the system. Your obligations are set out in a separate Heat Supply Agreement between you and us. Although the heat and power your home receives from any DHN is provided under that Heat Supply Agreement and not under the terms of this tenancy agreement, the heat and power your home receives from any DHN and your obligations under the Heat Supply Agreement are fundamental to how heat is provided to your home so those arrangements are part of this tenancy agreement. This means that if you fail to comply with your obligations in the Heat Supply Agreement, we will consider that to be failure to comply with your obligations under this tenancy agreement and may apply to a court to ask you to be evicted from your home. We will



charge you the costs of taking you to court. Any Heat Supply Agreement between you and us is attached to this tenancy agreement.

- 5.11** You must pay the charges for the DHN to the company appointed by the council to manage the billing.

## 6. YOUR OBLIGATIONS

- 6.1** You must occupy the property as your only or principal home. If you no longer occupy the property as your only or principal home then the council may take steps to end your tenancy and seek possession.

- 6.2** From time to time the council conducts audits of the properties it rents to tenants. If requested by the council you must provide proof:

- (a) of your identity and of anyone living with you; and
- (b) that you are living in the property.

- 6.3** If you have to leave your home for one month or longer you must notify your Housing Officer of a nominated key holder in case of emergencies.

- 6.4** To avoid statutory overcrowding you must not have more people living in your home than the permitted number (this is shown on page one).

- 6.5** You, members of your household or visitors must not carry out or use your home or any common areas for any criminal, illegal or immoral acts such as:

- Cultivating, manufacturing, selling or conspiring to sell, using, possessing and/or dealing in illegal drugs or substances
- Handling or storing stolen or counterfeit goods
- Prostitution.

- 6.6** You should be aware that the council may apply to the court for a possession order (which may ultimately result in the termination of your tenancy and everyone living in your home being evicted) if you or a member of your household or visitor is convicted of an indictable offence committed in, or in the locality of, your home.

- 6.7** If you are a flexible tenant you may take in lodgers providing you do not have more people living in your home than the permitted number allowed, (see 6.4). You must notify your housing officer in writing of the names and dates of birth of your lodgers within fourteen days of them moving in. Such notification will be in addition to any notification that you may need to give the relevant authority that administers any welfare benefits you are claiming. (If you are a flexible tenant you must not take in lodgers).

- 6.8** If you are a flexible tenant and want to sub-let part of your home, you must get prior written permission from the council before you do so. The council will not give permission for more than the permitted number of persons allowed to live there, as detailed on page one. You must not sub-let the whole of your home. (If you are a flexible tenant you must not sub-let the whole of your home).

- 6.9** You must not run a business from your home without first obtaining written permission from the council. Any request for permission must be made in writing and addressed to your Housing Officer at the Town Hall. When deciding whether to grant permission the council will consider factors such as the noise, any nuisance that may be caused to your neighbours or whether damage will occur to the property or common areas. Permission will not be granted if it would result in a breach of planning legislation.

- 6.10** If you live in a flat, no pets are allowed. You cannot keep or allow any dog, bird, fish, cat or other animal or reptile in the property; this includes animals accompanying any visitors.

Guide dogs and other recognised assistance dogs will be allowed but you must get written permission from the council to keep a guide dog or other assistance dog.

- 6.11** If you live in a house you will need to get prior written permission from the council before you are allowed to keep an animal in your home.

- 6.12** You, members of your household or visitors must not allow any animal to frighten, annoy or cause a nuisance to any other person living in the locality of your home. Dogs must be accompanied by you or a responsible member of your household and kept on a lead when in common areas.
- 6.13** You must not keep any animal which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or others living in the locality of your home. Examples of this include, but are not limited to: allowing your animal to persistently foul in an inappropriate place, straying, barking, creating an offensive smell, inadequate control or creating any kind of health hazard. In these instances, the council may withdraw its permission for you to keep the animal(s) and you must then remove it/them from your home.
- 6.14** You must comply with the terms of the Control of Dogs Order 1992, whereby all dogs in public places are required to wear a collar with identification attached to it, including the owner's name and address.
- 6.15** You must not keep any dog listed under the Dangerous Dogs Act 1991 at your home.
- 6.16** In cases of cruelty to animals, the council will withdraw its permission for you to keep the animal(s) and you must then remove it/them from your home. The council will also report these cases to the RSPCA or the police.
- 6.17** You, members of your household or visitors must ensure that any animal kept at your home does not prevent an employee, contractor or agent of the council gaining access to your home.
- 6.18** You must not feed birds or other animals by putting food of any kind out onto communal areas, including grassed areas.



is a suspected fire, burst water pipe, gas leak or electrical fault. In the event that access is unreasonably denied, you may be prosecuted for obstruction.

- 7.7** You must immediately report any defects or damage to your home which are the responsibility of the council and enable the council to arrange for inspection and/or repair(s) to be carried out. For contact information please refer to the tenants' handbook.

**A**

- 7.8** You have the right to carry out alterations, additions or improvements to your home provided you first obtain written permission from the council. Any request for permission must be made in writing and addressed to your Area Surveyor at the Town Hall. Alterations and additions include any alterations to electrical installations (such as those in 7.8). You may need to obtain planning and building control

**7.20** The council has a statutory duty to ensure the electrical installation in your home is safe and will carry out cyclical periodic inspections. You must provide access for this safety check and any resulting repairs to be performed.

**7.21** The council will consult tenants who are likely to be substantially affected by any proposed major repairs and/or improvement schemes.

**7.22** The council is not required to rebuild or reinstate your home in the case of destruction, serious structural damage or deterioration.



**8.7** You or any member of your household or any visitors must not do anything which increases the risk of fire, flood or damage to your property or adjoining properties. If there is a fire, flood or other such incident in your home, you may be responsible for repairing any damage as a result of not using your home in a responsible manner.

**8.8** You must not place any discarded household or garden objects e.g. washing machines and garden waste in shared or communal areas.

**8.9** You, any member of your household or any visitors must not keep or use bottled gas (portable gas space heaters), paraffin, petrol or any other flammable material within the property (meaning the house or flat in which you live) or in common areas. Bonfires are not permitted.

**8.10** You must keep all drainage free from obstruction. You must not put or throw any baby, toilet or wet wipes (including those that are biodegradable) or any dirt, rubbish, rags, oil, grease, other damaging material or substance or other refuse or allow the same to be thrown into sinks or basins, lavatories, cisterns, waste or soil pipes in the property. You may be charged for the cost of clearing any blockages.

**8.11** There is no allocated parking. All parking bays will be managed and licensed separately by the council. Please see schedule 2.

**8.12** Vehicles can only be parked in a designated, council owned parking bay with a valid Parking Bay licence permit.

**8.13** Permits will not be issued to vehicles that do not have a current MOT, road tax fund licence and insurance.

**8.14** You or any member of your household or any visitors must not park any SORN registered vehicles in a parking bay, on common areas, shared areas, or on council-owned land in the vicinity of your home.

**8.15** You or any member of your household or any visitors must not park a vehicle on or drive across grassed areas in or around properties owned by the council and you must pay the costs incurred by the council for works to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.

**8.16** You or any member of your household or any visitors must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for other vehicles, including emergency vehicles, or cause a nuisance to others.

**8.17** You or any member of your household or any visitors must not cause or allow an obstruction to any garage, rights of way, roads, footpaths, parking bays or access routes across your home, in common areas, shared areas or in the neighbourhood.

**8.18** You or any member of your household or any visitors must not allow anyone to sleep in a caravan or other vehicle parked outside your home or allow anyone else to do so.

**8.19** You or any member of your household or any visitors must not abandon vehicles in the neighbourhood in which your home is situated. The council will take steps to remove such vehicles and then charge the costs of removal to the registered owner.

**8.20** You or any member of your household or visitors must not repair vehicles, except mechanical repair in cases of breakdown or other emergency, in a Parking bay or on any common areas, shared areas, or on council owned land within the vicinity of your home.

**8.21** You must exercise care in the maintenance of your vehicle to ensure it does not spoil the appearance of the area, e.g. oil spillage. The cost of any such remedial work will be charged to you.

## **Community responsibilities for those living in blocks of flats or maisonettes**

### **Fire Safety**

**8.22** You or any member of your household or any



**8.23** Common areas must be kept clear to enable emergency evacuation and to reduce fire risks. If your home is a flat you must not cause an obstruction in any of the common areas by leaving prams, pushchairs, bicycles, power scooters or other devices used to aid mobility, domestic appliances, furniture, floor coverings, rubbish or any other objects there. You are responsible for contacting the council immediately if you become aware of any such obstruction. Common areas remain council property and the council may remove and dispose of any objects found there, without warning. If the council removes one or more items of your personal property that are obstructing common areas, you must pay for the cost of the removal.

**8.24** You must not store any flammable or combustible items on the balcony nor allow any refuse, rubbish or scrap to remain on the balcony, including roof terraces.

## B

**8.25** You must not throw food, refuse or any other object from a window, from landings, down stairwells or from balconies.

**8.26** You must not hang bird feeders, flower pots, washing, clothes, mats or rugs or any other object from the windows and balconies. You must not hand beat or shake washing, clothes, mats or rugs on or from the windows of your home or from any common areas such as landings, balconies, stairs or roof.

**8.27** You must not place any discarded household or garden objects, e.g. washing machines and garden waste, in the bin areas or drying areas or other shared areas.

You must securely bag all rubbish before putting it in the refuse bins in the bin areas.

**8.28** Under no circumstances should you dispose of any bulky items via the refuse chutes, as this can cause the chutes to become blocked (where chutes exist).

## B

**8.29** You must obtain written permission from the council before affixing any plate or notice on any part of your home or common areas relating to advertisements for trade or professional business.

**8.30** You must not hold or permit any sale or auction at your home or on common areas without prior written permission from the council.

**8.31** You must not affix any item to the outside walls and brickwork including hanging baskets or bird feeders. You must not allow or permit external window boxes or plants to be placed on any window sills.

**8.32** The council may require you to keep all the floors in the property substantially covered with material suitable for reducing the transmission of noise (such as carpet).

**8.33** You must obtain written permission from the council before you install floor tiles, laminate or wooden flooring or flooring of a similar nature, and the council will only give permission to tenants living in flats in exceptional circumstances. If you install any such flooring without the council's prior written permission, the council may require you to remove it at your own expense and replace it with floor coverings as set out in 8.31.

## How you can end your tenancy

39 31 50 ( / ) 3



**9.3** If you are joint tenants either of you can end the tenancy by giving the council notice to quit (see 9.1). This will end the tenancy for all joint tenants regardless of who has given the notice.

**9.4** You can end your tenancy at any time by giving the council at least 28 days written notice, or any such shorter period as the council may in writing allow, to expire on a Monday and the fixed term will then end on that date. In the case of joint tenants, one tenant can end the tenancy by giving the council notice in the same way, regardless of the views of any other joint tenant(s). This right:

- (a) May also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.
- (b) Is in addition to the statutory right of termination given by s.107C of the Housing Act 1985.
- (c) Does not affect the right of either you or the council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

**9.5** Once you have given a notice under 9.4 you must allow council staff access to the property (at a pre-arranged date) for an inspection. In some cases this will involve prospective new tenants accompanying council staff.

## How the council can end your tenancy

**9.6** The council will only take steps to recover possession of your home as follows:

- If you break any of the terms or conditions of this tenancy agreement. (If the court grants the council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted)
- Where the sole tenant dies and there is no person who is qualified to succeed to the tenancy
- If the property ceases to be your only or principal home or you sub-let the whole of

the property or you otherwise abandon the property council may end the tenancy by serving you with a 'notice to quit'.

## Statutory grounds

**9.7** Providing your flexible tenancy is secure the council may end it by obtaining an order of the court for possession of the property and by the execution of the order. The council may seek such an order on any of the statutory grounds for possession.

## Break notice

**9.8** If your fixed term tenancy is not secure then the council may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice'). However, this right does not apply if the only reason why your flexible tenancy ceases to be secure is because the landlord condition of s.80 of the Housing Act 1985 is not satisfied.

**9.9** Without prejudice to the above, if your fixed term tenancy is not secure then the council may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:

- (a) the sole tenant has died, or
- (b) all joint tenants have died.

## Forfeiture

**9.10** Without prejudice to the above, if your fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the council may forfeit the tenancy by either serving proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if your fixed term tenancy is not secure of the

**9.12** This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

**9.13** Providing your fixed term tenancy or any other tenancy arising when it ends remains secure the council may seek a court order to evict you by following the statutory procedure in s.107D of the Housing Act 1985. In summary, this means:

- (a) Giving you not less than six months' written notice:
  - (i) stating that the council does not propose to grant another tenancy on the expiry of the flexible tenancy,
  - (ii) setting out our reasons for not proposing to grant another tenancy, and
  - (iii) informing you of your right to request a review of our proposal and of the time within which such a request must be made.
- (b) Giving you not less than two months' written notice stating that the council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
- (c) Carrying out any review that you seek.
- (d) Obtaining a court order.

**9.14** If your fixed term tenancy has ended and it was not secure when it ended then you may be a trespasser.

**9.15** If your fixed term tenancy has ended and it was secure when it ended but has subsequently ceased to be secure then you may become a trespasser after service by the council of a notice to quit.

## The following applies to both introductory and flexible tenants

**9.16** Any notice the council wants to serve on you (including a notice to quit, forfeiture notice, break notice or any other statutory notice) and any court proceedings may be served personally or by first class post addressed to you at the property or your last known address. The council may also leave any notice at the property by

posting it through the front door or otherwise by affixing it to a conspicuous part of the property. Delivery of a notice as described in this paragraph will constitute good and proper service.

**9.17** When you move out of the property you must return all keys to the property to the Town Hall by 12 noon on the day you leave (including electric meter keys where appropriate).

**9.18** You must leave the property, including any garden, in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left will be cleared by the council and you must pay the costs incurred by council in clearing the property.

**9.19** You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs incurred by the council in carrying out those repairs.

## 10.

**10.1** You or someone acting on your behalf must not make a statement:

- which you know is false,
- which you thought could be false,
- which involves you in any way in supplying information which may deceive an officer of the council or its agent in allocating you this property. The council will take legal action to obtain possession of your home in any such circumstance.

## Terms and conditions relating to utility monitoring

If the box for "Utility Monitoring" is ticked on page 1 of this agreement, the following terms and conditions form part of this tenancy agreement.

1. In this schedule the following terms shall have the following meanings:

**"Utility Monitoring Equipment"** means any equipment installed in the Property by or on behalf of the Council from time to time which monitors and collects Household Usage Data;

**"The Council"** has the same meaning as set out the definitions section on in page 2 of this agreement;

**"Household Usage Data"** means any data relating to:

- the water, electricity and gas consumption and usage in connection with the Property, including the quantity of water, electricity and gas used and the times it is used,
- the quantity, consumption and usage of electricity generated by any photovoltaic panels (solar panels) installed in the Property,
- the quantity, consumption and usage of hot water generated by any solar thermal panels installed in the Property, and
- internal temperatures within the Property;

**"the Property"** has the same meaning as set out the definitions section on in page 3 of this agreement;

**"Services"** means the inspection, maintenance, removal, replacement or repair of the Utility Monitoring Equipment;

**"Smart meter"** means any meter installed in the Property from time to time by or on behalf of a gas, electricity and/or water supplier which is capable of automatically and wirelessly sending data regarding gas, electricity and/or water consumption and usage to the supplier;

**"Tenant"** has the same meaning as set out the definitions section on in page 3 of this agreement;

2. The Tenant acknowledges the Property has been fitted with Utility Monitoring Equipment.

3. The Tenant acknowledges and agrees that:

3.1 all parts of the Utility Monitoring Equipment shall remain the absolute property of the Council and all parts of the Utility Monitoring Equipment shall be a chattel or chattels (in the ownership of the Council) and will not become a fixture or fixtures and the Tenant will not alter, tamper or otherwise interfere with the Utility Monitoring Equipment or its operation in any way whatsoever

3.2 Household Usage Data will be accessed and monitored by the Utility Monitoring Equipment;

3.3 Household Usage Data will be stored either locally on the Utility Monitoring Equipment, or remotely by way of wireless transmission from the Utility Monitoring Equipment to the Council or a third party who will hold the Household Usage Data on behalf of the Council.

4. The Tenant agrees to allow Council employees, contractors and agents to enter the Property at all reasonable hours to carry out the Services.

5. Where Household Usage Data is stored locally on the Utility Monitoring Equipment the Tenant agrees to allow Council employees, contractors and agents to enter the Property at all reasonable hours to extract, record and process the Household Usage Data from the Utility Monitoring Equipment. The Tenant also agrees to extract Household Usage Data from the Utility Monitoring Equipment and provide it to the Council upon request. Any request made by the Council in accordance with this clause will be made no more than twice yearly.

6. The Tenant agrees that the Council may access and process any Household Usage Data which is stored remotely by it or by a third party on behalf of the Council.
7. If at any time there is a Smart Meter installed by an energy or other utility supplier in the Property, the Tenant agrees to provide to the Council, upon request (such requests to be no more than twice yearly), the following data in relation to the Property:
  - 7.1 electricity consumption and usage;
  - 7.2 gas consumption and usage; and/or
  - 7.3 water consumption and usage.
8. The Council warrants that:
  - 8.1 It will process all Household Usage Data and any data obtained from the Tenant under paragraph 7 above in accordance with the provisions of the Data Protection Act 2018 and also in accordance with any statements published on the Council's website from time to time;
  - 8.2 Household Usage Data and any data obtained from the Tenant under paragraph 7 above will be stored separately to any records held by the Council which identifies the Tenant or any member of his/her household.
  - 8.3 Household Usage Data and any data obtained from the Tenant under paragraph 7 above, together

The development of John Brackpool Close comprises of a block of 32 flats and 5 houses, 37 properties in all. There are parking bays available for 31 properties with no visitor parking which means that parking spaces need to be managed by Crawley Homes for Crawley Borough Council ("Crawley Homes") in a fair and consistent way. Parking bays will therefore be available to rent for a weekly charge to cover the cost of administering the scheme.

#### **Entitlement:**

- Parking bay licences will be only be issued to those living in John Brackpool Close
- Only one parking bay licence per property will be issued (however Crawley Homes may issue additional licences in the circumstances set out below)
- Priority will be given to those with a current valid Disabled Parking Badge permit issued by West Sussex County Council.
- Parking bay licences will not be issued to council tenants who have dwelling rent arrears.

#### **Waiting list:**

- Licences will be issued on a first come, first served basis and if a parking bay is available priority will be given to the following:
  - o Those with a valid Disabled Parking Badge permit
  - o The occupiers of 1 John Brackpool Close will be given priority for the specific parking bay marked I immediately outside their property
  - o The occupiers of 2 John Brackpool Close will be given priority for the specific parking bay marked H immediately outside their property.
- If more applicants apply for a parking bay license than there are available parking bays, a waiting list system will be operated and managed by Crawley Homes.
- If a parking bay becomes available and there is a waiting list the next parking bay that becomes available will be allocated to the next person on the waiting list unless the parking bay is required for a person with a valid Disabled Parking Badge permit or to 1 and/or 2 John Brackpool Close when the specific space available is outside their respective property.
- If a person with a valid Disabled Parking Badge permit requests a parking bay and none is available, the council can in its absolute discretion, terminate the licence of any parking bay, particularly those marked AA, AB, and AC, and allocate one of those bays to a person with a valid Disabled Parking Badge permit. Where possible an alternative parking bay will be offered.

#### **Parking**

- Only vehicles with a current MOT, road tax fund licence and valid motor insurance can be parked in a designated parking bay with a valid parking bay licence.

#### **Changing bays**

- A licensee may be asked to change parking bays if a tenant has a valid Disabled Parking Badge permit. Where possible an alternative parking bay will be offered.

#### **Additional parking bay**

- If there are any un-licensed bays available, an applicant who has already been granted a licence and still meets the conditions for the grant of a licence, will be allowed to rent an additional parking bay on a periodic three month licence.

- If a valid application for a first licence is made by another resident a licensee of a second parking bay will be required to give up one of their bays. A Notice to quit the licence will be served if the second licence is not voluntarily given up.

#### **Application:**

- An applicant must complete an application form and provide proof of ownership and insurance of a particular vehicle, registered to an address in John Brackpool Close, including registration plate, make, model and colour of the vehicle. A permit will then be issued to be clearly displayed in the front windscreen when parked in the bay.
- If additional vehicle(s) per household wish to use the same bay, proof of ownership/registration of all vehicles at the address in John Brackpool Close must be supplied to Crawley Homes.
- A Direct Debit must be set up for monthly payment in advance as part of the application.

#### **Payment:**

- Payment is to be paid monthly in advance by Direct Debit

#### **Non-payment arrears:**

- Non-payment of the license fee will result in a notice to quit being served. After expiry of the Notice to Quit, if possession has not been given to Crawley Homes, Crawley Homes may cut off the padlock locking the bollard to the parking bay and replace it with one of our own. There will be a fee to unlock this to give access to any vehicle still parked in the bay.

#### **Security/enforcement:**

- The licensee of the parking bay must provide their own padlock in order to lock/unlock their own bollard. If the licence holder does not secure their parking bay with the locked bollard, Crawley Homes cannot enforce the removal of another vehicle from the bay. It is the responsibility of the licence holder to secure their bay when not in use.
- Crawley Homes cannot enforce the parking bay system, although will attempt to identify and write to those responsible.
- The Council will not provide or replace padlocks to bollards.
- The cost of rectifying any damage to the bollards caused by the licensee or a third party will be charged to the licensee. Any damage must be reported to Crawley Homes immediately and Crawley Homes will repair or replace the bollard. The licensee must not carry out any repair works. The licensee may be able to claim on their own insurance for any damage to a bollard, or from the insurance of the driver responsible.
- Crawley Homes is not responsible for any damage caused to the licensee's car and/or property whilst parked in the bay.

#### **Misuse of the bay:**

- If the parking bay is not going to be used for a period of 4 weeks or more you must tell Crawley Homes that the parking bay is not going to be so used and the reason for non-use.

#### **Ending the licence:**

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# Specimens

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**Telephone:**  
01293 438000

**Email:**  
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