

JOHN BRACKPOO
CLOSE

Introductory/Secure Tenancy Agreement

Specimen



Specimen



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:

Number of bedrooms: 1 2 3

Garden:

Permitted number of persons:

Start date of tenancy: (.....) ____ / ____ /20__.

Type of tenancy at start of tenancy –

- Introductory Tenancy
- Secure Tenancy

For introductory tenants only:

The date your tenancy will become a secure tenancy is (unless Crawley Borough Council has taken steps to extend or end your tenancy as set out in this tenancy agreement): ____ / ____ /20__.

Total weekly rent at the start of the tenancy:

..... (.....)

..... 1- 2-

anti-social behaviour

Anti-social behaviour is conduct causing or likely to

Stop it out

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.

Secure tenancy

In the context of this tenancy agreement this means a secure periodic weekly tenancy granted under the Housing Act 1985. A "secure tenant" and other similar terms should be construed accordingly.

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) 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 giving you permission to do something (note: any permission sought will not be unreasonably withheld but may be subject to reasonable conditions).

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. Introduction

1.1



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- 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 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.
- 3.4 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 secure 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 If your tenancy started before 1 April 2012 then succession rights are limited to those allowed by s.87 of the Housing Act 1985 before it was amended on that date. In general this means that on your death your tenancy may 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;
 - In the absence of such a succession, a family member if he/she occupied the property as his/her only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.

3. Succession

- 3.1 As a secure tenant the council can only end your tenancy by obtaining and enforcing a County Court order for possession. In most cases, the court will only grant a possession order in relation to a secure tenant if it is satisfied that it is reasonable to do so.
- 3.2 The 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 a secure tenancy the council may end it by giving you four weeks notice to quit.
- 3.7 If your tenancy started on or after 1 April 2012 but before 1 April 2013 then a person may succeed to your tenancy in accordance with s.86A(1) of the Housing Act 1985 but if there is no person qualified to succeed under s.86A(1), then a family member may succeed to your tenancy pursuant to s.86A(2) following the same rules for family member succession as were contained in s.87 of the Housing Act 1985 before it was amended on 1 April 2012.

- 3.8 If your tenancy started on or after 1 April 2013 then succession rights are limited to those allowed by s.86A(1) of the Housing Act 1985. In general this means that on your death your tenancy may 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.
- 3.9 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.
- 3.10 In certain circumstances, you have the right to exchange your tenancy with another tenant.

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- 4.1 If you, any member of your household or any visitor/s cause anti-social behaviour the council may apply to the County Court to have your secure tenancy changed to a demoted tenancy. If the council decides to apply to the court for an order to demote your tenancy, it will give you a notice of its decision and details of your right to request a review.
- 4.2 If the council successfully obtains a court order demoting your tenancy this will mean that your tenancy is no longer a secure tenancy and you will only have the rights of an introductory tenant.

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- 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.

Your responsibilities

- 5.3 You must pay the rent and any other money owed to the council under this tenancy agreement.
- 5.4 Rent falls due on a Monday and it must be paid in advance. You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly. However, the council will not consider that your rent account is in arrears if payment is made and received before close of business on the Friday in the week that it is due.
- 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. The council will charge you a fee for any payments made by credit card and the fee may change from time to time depending on what fee the council is being charged by your credit card provider.
(For more information see the Council's website: www.crawley.gov.uk)
Housing Officer
- 5.6 The council may vary the amount of rent at any

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 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. ()

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 end your tenancy.

6.2 The council conducts audits of the properties it rents to tenants. If requested by a Housing Officer 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 leave your home for one month or longer you must notify your Housing Officer in writing of:

- (a) the dates of your absence; and
- (b) the name and contact details 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

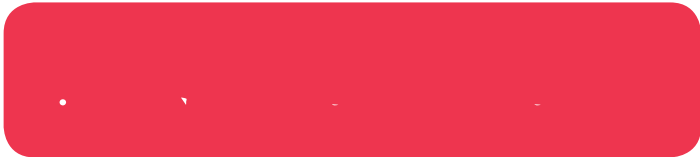
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Support

7.10 You are responsible for any deliberate or negligent damage to your home or common areas caused by you, any member of your household or visitor. This means you must arrange for and pay the cost of repairing any damage. You are also responsible for any substandard works or repairs that you arranged to be carried out to your home, meaning that you must have the works or repairs redone to a good standard. You must also take all reasonable measures to ensure that your family and other persons do not cause wilful or negligent damage to your home or common areas.

7.11 No storage of items in the loft of your home is permitted where there is upgraded levels of loft insulation (150mm and above). Where storage of items in the loft is permitted this is at is permitt7ourhere4203.57-GBunwan</La



Council responsibilities

- 8.1 The council will not tolerate anti-social behaviour and will investigate all reported cases of nuisance or harassment. The council will take appropriate and proportionate action against perpetrators.
- 8.2 Malicious or false allegations made of anti-social behaviour may result in action being taken against the person making these claims.

Your responsibilities

- 8.3 You are responsible for the behaviour of every member of your household and visitors to your home. This responsibility includes behaviour on surrounding land, in common areas and throughout the neighbourhood in which your property is situated.
- 8.4 You must not engage in anti-social behaviour in your home, in common areas or in the neighbourhood in which your home is situated. If you do, the council may decide to 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 may also seek other legal remedies.
- 8.5 You must not:
- Engage in any form of harassment or intimidation on the grounds of race, ethnicity, nationality, faith or religion, sexuality,

disability or gender, which may interfere with the peace and comfort of, or cause offence to any other person residing in or visiting or otherwise engaged in a lawful activity within the neighbourhood in which your home is situated (including council employees, agents or contractors)

- Inflict domestic violence, threaten violence or use mental, emotional, financial or sexual abuse against your partner, ex-partner or another member of your family or household
 - Threaten violence towards any person residing in or visiting the neighbourhood or any person otherwise engaged in lawful activity within the surrounding areas of the neighbourhood and this includes any of the council's employees, agents or contractors
 - Threaten violence against, harass, verbally abuse or intimidate any council employee or agent of the council at or in the vicinity of his/her place of work, including, the Town Hall and other council premises (including the common areas of any council-owned property) or in Crawley town centre, the neighbourhoods and shopping parades
 - Harass or use physical, mental, emotional or sexual abuse against anyone residing in, visiting or otherwise engaged in lawful activity within the neighbourhood in which your home is situated
 - Cause damage to the council's common areas. You must not interfere with the security and safety equipment in communal blocks. Where a door entry system is fitted, doors must not be jammed open. You must not allow in strangers without identification
 - Keep any illegal weapon or any other dangerous object which is prohibited by law in your property. You must get written permission from the council to keep any weapon in your home. Consent will normally be granted in respect of licensed weapons.
- 8.6 You must not cause, allow, permit or encourage any member of your household or any visitor to do any of the things set out in 8.4 and 8.5.



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Community responsibilities for those living in blocks of flats or maisonettes

Fire Safety

8.22 You or any member of your household or any visitors must not smoke in the common areas of the building or on any balconies, including roof terraces.

8.23 Common areas must be kept clear to enable emergency evacuation and to reduce fire risks 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.

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.

(Note: This condition is important for your safety and that of your neighbours. Obstructions in common areas can be a fire risk and/or trip hazards).

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.

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

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 chutes or 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).

8.29 You must securely bag all rubbish before putting it in the refuse chutes or bin stores.


8.30 You must not leave refuse bags/sacks or containers of recycling outside your front door or in the communal areas.

8.31 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 te0 0 0 1 k0 1 k/ 12 y2syLang (en to advertise27eavsuch Bcto advertise28MC ET/Span &



Your responsibilities when ending your tenancy

- 9.1 If you intend to end your tenancy, you must give the council at least 28 days' written notice (called 'notice to quit'). The notice to quit must expire on the day of the week on which your tenancy commenced (e.g. if your tenancy commenced on a Monday, the notice to quit must expire on a Monday).
- 9.2 Once you have given 'notice to quit' 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.
- 9.3 You must return all keys to the property to the Town Hall by 12 noon on the day you leave, (including gas and electric meter keys where appropriate).
- 9.4 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.
- 9.5 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 the council in clearing the property.
- 9.6 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.

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- 9.9 Any notice the council wants to serve on you 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.
- 9.10 Delivery of a notice by any of the ways set out in 9.9 above will constitute good and proper service.

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.

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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 in the definitions section on 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

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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 with data of a similar nature from other properties, will be used for the purpose of calculating average energy consumption and energy efficiency of different types of buildings, and for other like purposes.
9. The Tenant agrees that the Household Usage Data and any data obtained from the Tenant under paragraph 7 above may be processed and used by the Council for the purposes set out in 8.3 above.

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 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

Specialist