

Introductory/Flexible Tenancy Agreement

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anti-social behaviour

neighbourhood

The local area where you live, for example, Gosspops 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 in which you live 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) 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 (Crawley Homes) as your landlord, 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

1. Introduction

- 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 Tenancy Management Centre, Lang Ewn Hcydt BT

2. Your introductory tenancy

The following applies to introductory tenants only.

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. The property (your home)

Living in your home

- 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).

Criminal, illegal or immoral activity

- 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.

Lodgers

- 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 an introductory tenant, you do not have the right to take in lodgers).**

Sub-letting

- 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. **(Note: If you are an introductory tenant, you do not have the right to sub-let the whole or any part of your home).**

Running a business

- 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.

Pets and animals

- 6.10** No pets are allowed in flats where the front door opens onto a communal hallway. 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.

Using appliances and equipment

- 6.25** You must use all domestic and council appliances and equipment in accordance with the manufacturer's and/or the council's instructions. You are responsible for all damage to your home or injury to people caused by your appliances and equipment.
- 6.26** You must take adequate care and precautions when bringing, storing, charging or using power scooters or other devices used to aid mobility to ensure that damage does not occur to your home.

Motorbikes

- 6.27** You must not store or use mopeds, motor bikes, mini-motos or quad-bikes within the dwelling (meaning the flat in which you live), and you must not cause, allow, permit or encourage any member of your household or any visitor to do so.

Bicycles

- 6.28** Bicycles must be stored in the areas designated for cycle storage. They must not be stored in communal hallways, on balconies or other common areas.

Lifts

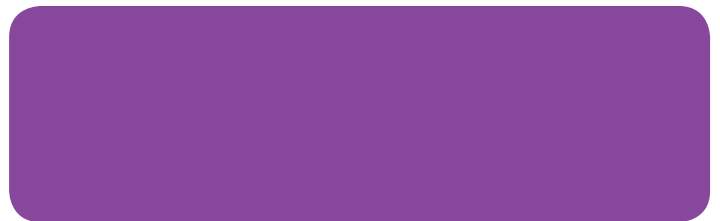
- 6.29** You must not interfere with the lift system or wedge lift doors open as this can affect the efficiency of the system.

You, your household and your visitors, including deliveries must comply with the weight restriction in the lifts.

Balconies

- 6.30** You have the right to use a balcony if your home has one and you must:

(a)



Community responsibilities for those living in blocks of flats

Fire Safety

Smoking

- 8.20** 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.
- 8.21** 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. **(Note: This condition is important for your safety and that of your neighbours. Obstructions in common areas can be fire risks and/or trip hazards).**

CCTV

- 8.22** You must not tamper with, obstruct or damage any part of the CCTV system.

Behaviour in common areas

- 8.23** You must not throw food, refuse or any other object from a window, from landings, down stairwells or from balconies.
- 8.24** 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.

Refuse

- 8.25** You must not place any discarded household or garden objects, e.g. washing machines and

9.11 Forfeiture 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 tenancy ended. Water, sewerage and all other charges are recoverable as if they are rent.

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

Flexible tenants – after the fixed term

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

Notice

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.

When you leave

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 in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left in the property or in the common areas 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.

Your responsibility

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 1 153.GB

Schedule 1

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 heat and hot water 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 /SpUe6BT B Td e mill process 5MC /Span etualText (jeLainTThap

Allocation of licences and waiting list:

- Connells will be in charge of allocating the 17 shared owner bays as part of their advertising initiative and is at their discretion. Subsequent allocation of these bays will be managed by Crawley Homes.
- Initial preference for licences will go to the two and three bedroom properties, other than Disabled Parking Badge Permit holders.
- Subsequent licences will be issued on a first come, first served basis and if a parking bay is available priority will be given to those with a valid Disabled Parking Badge permit.
- We will endeavour to maintain the pro rata allocation of licences between the two tenures. However if there are un-licensed available bays within a specific tenure we will licence those on a first come first served basis to the other tenure. If you are given a licence on this basis the licence may be terminated by Crawley Homes to maintain the original pro rata distribution if an application is received from the other tenure.
- 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 licence issued will be to the next person on the waiting list, maintaining the pro rata allocation where possible unless the parking bay is required for a person with a valid Disabled Parking Badge permit.
- 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 bays 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

- Vehicles must only be parked fully within the white lines of a designated parking bay and displaying a valid permit for a specific vehicle for a specific bay to avoid being issued with a penalty notice.
- Only vehicles with a current MOT, up to date vehicle tax and valid motor insurance can be parked in a designated parking bay with a valid parking bay licence.
- Licences will only be issued for motor cars and small works vans.
- The licensee must observe all rules and regulations which Crawley Homes makes and notifies to the Licensee from time to time governing the use of the car park.

Changing bays

- A licensee may, at the council's absolute discretion, be required to change parking bays including (without limitation) where the Council wishes to allocate the space to a tenant with a valid Disabled Parking Badge permit.

Additional parking bays

- 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, may be allowed to license an additional parking bay in accordance with the waiting list.
- 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 terminate the licence will be served to end the second licence.

Application

- An applicant must complete an application form and provide proof of ownership and insurance of a particular vehicle, registered to an address in Bridgefield House, 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 a specific bay.
- If additional vehicle(s) per household wish to use the same bay, proof of ownership/registration of all vehicles at the address in Bridgefield House must be supplied to Crawley Homes.
- A Direct Debit must be set up for monthly payment in advance as part of the application.

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