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Anti-social behaviour is conduct causing or likely to



# 1. Introduction

- 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.
- This tenancy agreement describes either your secure tenancy under the Housing Act 1985 or your introductory tenancy under the Housing Act 1996. Whichever tenancy you have, it is important for you to know that you have a number of rights and responsibilities.
-  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.
- The definitions section sets out the meanings of words used in this tenancy agreement.
- Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.
- Where any term or condition of this tenancy



- 3 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 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 In certain circumstances, you have the right to exchange your tenancy with another tenant.

## 4. Demoted tenancies

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



## Joint tenant responsibilities

- 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.

## Difficulty in paying your rent

- If you have any difficulty paying your rent you or someone acting on your behalf must inform the council immediately.
- 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.

## Provision of heating and hot water through a District Heat Network (DHN)

- 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.
- 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

- 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.
- 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.
- 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.
- 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

- 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.
- 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.



## Personal property

You are responsible for your personal property and the decoration of your home and it is your responsibility to take out insurance to protect them. The council is not responsible for the loss or damage of any personal property (whether they belong to you or someone else) no matter how they become damaged or lost unless the damage or loss is caused by the council's negligence. **(Note: The council strongly advises that you take out and keep current contents insurance that covers the contents of your home and third party damage to the contents of adjoining properties and personal injuries. The council has arranged a low cost contents insurance policy that is available for all tenants to apply for – see the Tenants' Handbook for further information).**

## Access to your home

You must allow council employees, their contractors, agents or other statutory bodies to enter your home at all reasonable hours to inspect your home or carry out any works.

You must also ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason.

You must not allow an accumulation of personal property to prevent or obstruct any inspection conducted by or on behalf of the council, or cause structural damage to the property or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items the council may enforce clearance by obtaining a court order.

**(Note: If you do not allow access to your home you could be putting yourself and your neighbours at risk and the council may take legal action to gain access to your home and you may have to pay the costs. You may also be prosecuted for obstruction. The council recommends that you ask for identification of any person seeking to enter your home who claims they are from the Council).**

- 3 The council will give you at least 24 hours notice of intended entry to your home by its employees/contractors or agents (except in cases of emergency, see 7.7).

## Ventilation and heating

You must make sure that at all times there is adequate ventilation and heating within your home and follow any advice given by the council to prevent condensation. If condensation occurs you will be responsible for any repair work, unless it occurs as a result of a fault in the property.

## Using appliances and equipment

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.

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

- 3 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.

## Schedules

You must comply with the terms and conditions set out in the attached schedule(s).

## Bicycles



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

- 3 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

-  You have the right to use a balcony if your home has one and you must:
  - (a) Not to use or store any barbeque or other cooking equipment or any inflammable, explosive or combustible substance or material on the balcony or terrace
  - (b) Not store or keep water or any other liquid on or to drain off the balcony or terrace
  - (c) Keep the balcony or terrace clean and tidy and not to use the same as a storage area.
  - (d) Not allow any refuse or rubbish to remain upon the balcony or terrace.
  - (e) Not make any alteration, improvement or addition to the balcony or terrace
  - (f) Not hang or expose clothes or washing from the balcony or terrace
  - (g) Not erect or install any aerial, satellite dish or any similar telecommunication transmission or reception apparatus or thing on or from the balcony or terrace
-  You must not climb over any balcony railings or guard rails or go beyond the perimeter of any balcony or roof terrace.


## Roof terrace


-  Access to the sixth floor roof terrace is by licence only and then only in accordance with the terms of such licence. Licences will be granted at the absolute discretion of the council.

You must not access any other areas of the roof.

## 7. Repairs, improvements and alterations to your home


### The right to repair

-  Some repairs are covered by regulations, which means that by law the council must carry out certain small, urgent repairs which are likely to affect your health, safety or security within specified timescales.


-  You must give the council clear notice that your home requires repair. This can be reported by telephone, in writing, via the website and by visiting the Town Hall.



**(Note: For more information about your rights, please refer to the Tenants' Handbook or contact your Housing Officer).**

## Gas supply


-  There is no gas supply to your home and you must not install one.

## Heating and hot water


-  Heating and hot water is supplied by the District Heat Network. You are unable to choose your own supplier.

-   You must look after your home in a reasonable manner and make sure your home remains in good condition at all times.

## Internal decoration

-  You are responsible for decorating the inside of your home and ensuring you keep it in a clean and well-decorated condition. You must not apply textured coatings to the internal walls and ceilings of your home.

## Emergency access

-  In an emergency, the council or any person authorised by the council may require access to your home. In the event that your home is unoccupied or access is unreasonably denied, the council may use reasonable force to gain entry to your home without giving you any formal written notice. Upon completion of the works and/or inspection, your home will be secured properly and repaired if necessary.

An emergency in these circumstances is when either your home or another person's property and health and safety is deemed to be at imminent risk of harm, such as where there 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.

-  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.





## Damage to your home

- 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.

## Waste disposal

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


## Flammable material


- 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 flat in which you live) or in common areas. Bonfires are not permitted.

## Drains

- 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.

## Vehicles

- There is no allocated parking. All parking bays will be managed and licensed separately by the council. Please see schedule 2.
-  You must not park in a designated parking bay unless you have a valid parking bay license permit for that bay.
- You or any member of your household or any visitors must not park any vehicles on common areas, shared areas, or on council-owned land in the vicinity of your home.
- 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.

- 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.
-  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 or parking bays in common areas, shared areas or in the neighbourhood.
- 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.
- 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.









# Schedule 1

## Utility Monitoring

10/1/20

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:

•

means any equipment installed in the Property by or on behalf of the Tenant

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 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 Bridgefield House comprises of a block of 98 properties of 1, 2 and 3 bed flats. 67 of the properties are for affordable rent and 31 for shared ownership.

There are 52 parking bays available for 98 properties with no visitor parking. This 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 be available on a licence for a weekly licence fee (payable monthly in advance) to cover the cost of administering the scheme.

It has been agreed that the number of parking licences will be issued on a pro rata basis, namely 17 for the shared owner properties and 35 for the affordable rent properties.

Crawley Borough Council reserves the right in its absolute discretion to both change the layout of the car park and/or to increase or reduce the number of spaces available.

#### **D**

- Parking bay licences will be only be issued to those living in Bridgefield House.
- 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 any prospective licensee who has dwelling rent arrears or service charge arrears.

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- 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.
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- 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.



- 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.



- 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.



- 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.



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



Non-payment of the license fee will result in a notice to terminate the licence being served. Once a notice to terminate has been issued for non-payment of the licence fee the vehicle will be subject to Parking Enforcement with Parking Notices and fines if a vehicle continues to be parked anywhere within the car park.



- Enforcement of the parking bay system will be delegated to a private parking enforcement company.
- Vehicles parked in bays without the appropriate permit and unaccompanied vehicles stopped or parked anywhere in the car park will be subject to Parking Notices and fines issued via a private parking enforcement company.
- The issuing of Notices, appeals, payment and enforcement of non-payment of fines will be undertaken directly by the enforcement company and not Crawley Homes.
- Crawley Homes is not responsible for any damage caused to the licensee's car and/or property whilst parked in the bay.



- If the parking bay is not going to be used for a period of four 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.



- Crawley Homes may end the licence:
  - o Immediately by giving notice to the licensee if the licensee breaches the terms of the licence agreement
  - o The parking bay is required for an applicant who has a valid Disabled Parking Badge permit
  - o The parking bay is required for the better management of parking in Bridgefield House
  - o To utilise its right to change the layout of the car park and/or to increase or reduce the number of spaces available.
- Crawley Homes may end the licence without giving any reason by giving not less than seven days' written notice to the licensee.
- The licensee can end their licence by giving seven days' notice in writing to Crawley Homes (or less by agreement with Crawley Homes).



- Crawley Homes may on giving not less than 7 days' written notice to the licensee temporarily suspend the licence if it considers it necessary.



