

# Introductory/Flexible Tenancy Agreement

This tenancy agreement has been used by Crawley Borough Council since 1 April 2013









## Definitions

### 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 than on the road
- repairing cars on estate roads or parking areas

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 (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 1, but does not include any common areas.

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.

This agreement.

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

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.

All or any of the clauses of this agreement.

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

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).

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

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.

**1.6** Any reference to an Act of Parliament or regulation within this tenancy agreement





- 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 Rent**

### Paying your rent

- 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 4 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. 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. Your weekly rent at the start of your tenancy is set out on page 1 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. 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 about payment methods and current credit card charges please ask your Housing Officer.)

## Changing your rent

- 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.

## Joint tenant responsibilities

- 5.7** Each joint tenant is responsible for the rent. The Council can recover all arrears owed to it from any individual joint tenant.

## Difficulty in paying your rent

- 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.

## **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 of your identity and anyone living with you.
- 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 1).

## 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).

*(Notes: If you do take in a lodger, the Council asks that you let your Housing Officer know so that the Council has a record of who lives in its properties, although this is not required. 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 1. 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.)*

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## Repairs, improvements and alterations to your home

- 7.1** 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 si742 are likely to7nin[af

**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.

## Away from home

**7.11** You must take all reasonable measures to ensure that when away from your home the property is adequately secured to prevent unwanted access by people not invited by you to live there.

## Gardens

**7.12** orilities Tf1340.1579 582.6503 T2057.11



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.

## Damage to your home

- 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.

## Flammable material

- 8.8** 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, flat or maisonette in which you live) or in common areas, except for those required for general household use. Bonfires are not permitted.

## Vehicles

- 8.9** Within the boundary of the property, motor vehicles must be parked on a Council approved hardstanding. Prior written permission must be sought from the Council before parking a trailer, caravan or boat on a hardstanding.

- 8.10** 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 emergency service vehicles.

- 8.11** 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 access routes across your home, in common areas, shared areas or in the neighbourhood.

- 8.12** 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.

- 8.13** You or any member of your household or any visitors must not park the following vehicles on the property (including any garden), common areas, shared areas, or on Council-owned land within the vicinity of your home:

Goods vehicles of more than 1500 kg (unladen weight).

Unroadworthy or dangerous vehicles.

home.



immediately if you become aware of any such obstruction. Common areas remain Council property and the Council may remove any objects found there. 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.)*

## Flooring

**8.31** 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).

**8.32** You must obtain the Council's prior written permission 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 and maisonettes 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 to end your tenancy

### Introductory tenants

**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 either on a Monday or on the day of the week on which your tenancy commenced (e.g. if your tenancy commenced on a Wednesday, the notice to quit can expire on a Wednesday).

**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** If you are joint tenants either of you can end the tenancy by giving the Council notice to quit (see 9.1) and this notice to quit must be given by all joint tenants regardless of who has given the notice.

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- (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.



**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.



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

## 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) 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.

**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.

Crawley Borough Council  
Town Hall  
The Boulevard  
Crawley  
West Sussex  
RH10 1UZ

Tel: 01293 438000

Email: [info@crawley.gov.uk](mailto:info@crawley.gov.uk)

[www.crawley.gov.uk](http://www.crawley.gov.uk)