

# Introductory/Flexible Tenancy Agreement

This tenancy agreement has been used by Crawley Borough Council since 1 August 2018

Specimen





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

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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

Specimen

## 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

Specimen

## 4. Flexible tenancy review

- 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. 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 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** 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. *(For more information about payment methods please ask your Housing Officer).*

### Changing your rent

- 5.** 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

- 57** 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

- 5.** If you have any difficulty paying your rent you or someone acting on your behalf must inform the council immediately.
- 5.** 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

- .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.
- .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.
- .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.
- .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

- .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.
- .** 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

- 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

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

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

- .10** Some types of property are not suitable for animals. If you live in sheltered accommodation, a multi-storey block or in accommodation that shares a common entrance, you will need prior written permission from the council before you are allowed to keep an animal in your home. The council may refuse permission if it believes that it would not be reasonable to keep an animal in that situation. If you live in a block where there is a No Dogs Agreement, or a No Animals Agreement between the residents and the council, the council will not grant permission to keep a dog/animal in your home.
- .11** 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.

- .12 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.
- .13 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.
- .14 You must not keep any dog listed under the Dangerous Dogs Act 1991 at your home.
- .15 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.
- .1 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.

### Personal property

- .17 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

- .1 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.
- .1 You must also ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason including the annual gas safety inspection.
- .20 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 household and 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).*
- .21 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, TD of e6n2oyees/contractors or agents (except in

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;

The property is adequately heated at all times;

You turn the water off at the mains if you will be away for a long period during cold weather.

### Lofts

**7.12** 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 your own risk.

### Gardens

**7.13** If your home includes a garden, you must at all times keep it cultivated and free from rubbish, pests and weeds. You must also maintain any trees so as not to endanger the health and safety of people in the vicinity or cause damage to any other property. You may be recharged for the cost of any necessary clearance or maintenance work undertaken by the council.

### Smoke detectors

**7.14** You are responsible for maintaining any battery-operated smoke detector and ensuring it is always in good working order.

**7.15** The council will be responsible for repairing and maintaining the structure of your home. (For further details, see the tenants' handbook).

**7.1** If you have made alterations, additions or improvements to your home the council will only repair them if the council has agreed in writing to maintain and repair them.

**7.17** The council is not required to carry out works or

repairs for which you are responsible under the terms of this tenancy agreement.

**7.1** The council is not responsible for repairing internal decorations affected by improvement works carried out at your home unless the damage to the decoration has been caused as a result of negligence on behalf of the council.

**7.1** The Council is not responsible for the removal and replacement of any furniture or floor coverings that have to be moved to enable repair or improvement work to be carried out.

### Gas servicing

**7.20** The council will annually inspect gas service pipes and gas fired equipment for which the council has a statutory duty to inspect and maintain. You must provide access for the gas service and any resulting repairs to be performed.

### Consultation

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

### Rebuilding

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

## 8. Living in your community

### Nuisance and anti-social behaviour

- .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.
- .2** Malicious or false allegations made of antisocial behaviour may result in action being taken against the person making these claims.
- .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.
- .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

## Vehicles

- . 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.
- .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 other vehicles, including emergency vehicles, or cause a nuisance to others.
- .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.
- .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.
- .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
  - Vehicles without a road fund licence (tax disc) or a valid MOT (except as provided for in 8.14).
- .14 You or any member of your household or any visitors must not park any SORN registered vehicles on common areas, shared areas, or on council-owned land in the vicinity of your home and may only park such vehicles within the boundary of the property on a council approved hardstanding.
- .15 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.
- .1 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.

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