

Insecure Tenancy Agreement

Insecure Tenancy Agreement: Crawley Borough Council

This is a legal contract describing the conditions of an insecure tenancy between Crawley Borough Council, Town Hall, The Boulevard, Crawley, RH10 1UZ and the named insecure tenant(s) and Guarantors (if relevant) who have signed below, in relation to the property described below.

Name(s) of Insecure Tenants(s) _____

Address of Property:

Your rent card will set out the rent for your home.

There is a No Dogs agreement in place Y / N

There is a No Animals agreement in place Y / N

There is a No Storage in Loft policy in place Y / N

Can you please:

1. Read your new insecure tenancy agreement thoroughly so you are aware of its terms and conditions.
2. Sign one copy.
3. Keep one copy for your records.

Agreement

The insecure Tenants

NB. If you are joint tenants please ensure that you both sign the agreement.

I / We confirm that I / we have read the insecure tenancy conditions contained in this statement and I / we understand that my / our entry into possession of the property constitutes conclusive evidence of my / our acceptance of these conditions.

I / We confirm my / our housing circumstances have not changed since I / we applied to the Council for housing dated: _____

Signed: _____ Print name: _____

_____ Print name: _____

Date: _____

1. Introduction

Insecure Tenancy Agreement: Crawley Borough Council

- 1.1 This is a legal contract describing the conditions of your insecure tenancy which sets out the Council's responsibilities as your landlord, and your responsibilities as an insecure tenant. If there is anything you do not understand please contact your Neighbourhood Housing Manager or seek legal advice. It is important that you understand that if you break any of the terms of this contract, the Council may commence legal proceedings which could result in you losing your home.
- 1.2 In this statement the term "Insecure Tenant" and "you" applies to all sole and joint insecure tenants. The term "Property" includes the accommodation occupied, all fixtures and fittings, plus any garden, shed, fence or wall, let with it under the insecure tenancy.
- 1.3 For the avoidance of doubt, this insecure tenancy is not

a secure tenancy as defined by the Housing Act 1985 or,
an introductory tenancy as defined by the Housing Act 1996, or,
an assured shorthold tenancy as defined by the Housing Act 1998
- 1.4 Any reference to an act of Parliament or regulation within this contract includes any subsequent amendments to such legislation or regulations.
- 1.5 The conditions of the insecure tenancy (with the exception of those implied by law), may be altered at any time by agreement in writing or by the Council serving a Notice of Variation on you. Before any Notice of Variation is served the Council will tell you that it intends to serve such a Notice and will provide written details of any proposed changes.
- 1.6 You must not assign the tenancy (pass it on to somebody else) at all.

2. Rent

Insecure Tenancy Agreement: Crawley Borough Council

- 2.1 The term “rent” includes the weekly rent, service charges and any other weekly charges.
- 2.2 When you sign for the insecure tenancy you will be required to pay 4 weeks rent in advance or show a completed Housing Benefit application form to the Housing Officer who signs this agreement at the time it is signed.

The Tenant’s Responsibilities

- 2.3 It is a condition of the insecure tenancy that you must pay the rent on time. The rent is due each Monday. If you pay monthly your rent is due on the first Monday of each month. You are responsible for paying your rent to the

3. Using your home

- 3.13 In all properties you must not keep any animal that the Council considers unsuitable for the property. If in doubt you must contact your Neighbourhood Housing Manager. The Council will usually grant permission to allow you to keep one dog and one cat, small domestic animals and birds (in reasonable numbers) within your home if it is not a hostel accommodation. If you wish to keep additional animals within your home you will need the prior consent of the Council. If you want to keep more than one dog in your home you will also need to have your dog(s) registered under the National Pet Register, details of which are available from the Council. You must also comply with, where appropriate, the 1991 Dangerous Dogs Act.
- 3.14 You are responsible for any animals in or visiting your property which must not cause any annoyance or nuisance including frightening and endangering other people. Dogs must be accompanied by the insecure tenant or a responsible member of the household and kept on a lead in communal areas. You must also clean up any fouling by your pet.
- 3.15 You must not take in lodgers. A lodger will normally be a person for whom an insecure or other tenant provides services e.g. cooking or cleaning, and where the insecure or other tenant exercises control over the room(s) they live in.
- 3.16 You must not sub-let a part or the whole of your home. Sub-letting is when another person has exclusive use of a part or all of the property.
- 3.17 You do not have the right to buy your home.
- 3.18 You do not have the right to exchange your home with another tenant of Crawley Borough Council, a housing association or another local Council.
- 3.19 You must not do anything which increases the risk of fire, flood or damage to your home or adjoining properties. For example the Council prohibits bonfires on its property, and the storing and use of fuels, gas or liquids held under compression within your home. 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 the property in a responsible manner.
- 3.20 You are strongly advised to have a current insurance policy which covers the contents of your home and third party damage to the contents of adjoining properties and personal injuries.
- 3.21 You must at all reasonable hours, allow the Council (and any other statutory body), its authorised officers and workmen to enter your home. You must

- 4.6 You are responsible for decorating the inside of your home in order to keep it in a clean and well-decorated condition. You must not apply textured coatings to the internal walls of the property.
- 4.7 You are responsible for the cost of all repairs required as a result of your failure to use the premises in a tenant-like manner.
- 4.8 Minor alterations may be carried out with the prior written consent of the Council. You shall not carry out any improvements to the property such as altering the internal design of your home or erecting a garage or any other building.
- 4.9 You shall not, without the written consent of the Council:
 - Fix a radio mast, television aerial or satellite dish
 - Erect any sign
- 4.10 The Council may reinstate and/or rectify work where unauthorised alterations or extensions have been carried out. The cost of such work will be charged

Architraves

Door furniture

Window boards and window furniture

Skirtings

Structural floors, floorboards and screeds etc.

Council fitted floor coverings

Sub-floor installations

Staircases, handrails and balustrades

Sanitary ware

Kitchen cupboards and work/sink tops

Electrical supply installations (including switches, sockets, cooker panels and customer control units from the meter)

Gas supply installations from the meter

Water supply installations including taps, stopcocks, valves and the underground supply from the property boundary

Maintain central heating installations, including the boiler, cylinder, pump, thermostats (Refer to paragraph 4.12)

Waste water and soil disposal installations including pipes and traps

Any communal areas connected to the property including stairs, lifts, landings, lighting

The Council has the right to amend this list from time to time.

- 4.13 The Council will normally accept responsibility for space heating, water and gas applianceba0sS/ich T2y3 8btnwoer and soil p ity for space heating, water and ceb80sS/icheatpept responsibtr and rmalservicilAny d 75 TD ainequi(eb80pil)toer a

- 4.19 The Council will carry out all “qualifying repairs” as defined by the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994. Some examples of the prescribed time periods are set out below:

Repair prescribed time (days)

Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space of water heater between 31 October and 1 May	1

The prescribed time periods commence either on the first working day after the defect was reported or the day after any necessary inspection was made.

- 4.20 The Council is not required to carry out works or repairs for which you are liable, by virtue of your duty to use the premises in a tenant-like manner or repairs which are your responsibility. The Council may, however, carry out such work at your request or expense.

5. Community responsibilities

Insecure Tenancy Agreement: Crawley Borough Council

The Insecure Tenant's Responsibilities

5.1 You are responsible for the behaviour of every person (including children) living in or visiting your home. This responsibility includes behaviour on surrounding land, in communal areas and throughout the estate in which your home is situated. The Council will take repossession action and other legal remedies against any tenant or visitor, found guilty of conduct causing nuisance, annoyance or disturbance including anti-social behaviour likely to have caused a nuisance or annoyance. Examples of nuisance, annoyance and disturbance include:

Loud music; arguing; drunkenness; playing ball games close to someone else's home; dog barking and fouling; revving of motor vehicles' engines; speeding in motor vehicles.

5.2 You could lose your home or the Council could take other legal action against you if you commit an arrestable offence in or within the locality of your home.

5.3 You must not participate in drug dealing, the taking of illicit drugs or the consumption of alcohol in communal areas or open spaces on the estates.

5.4 You must comply with the Council notices prohibiting certain activities.

5.5 You must not harass or permit any person living in or visiting your home to harass any other person. Examples of harassment include:

Doing anything that interferes with the peace, comfort or convenience of other people; using or threatening to use violence, vandalism, abusive language, verbal abuse or insulting graffiti.

5.6 You must not use or threaten violence against, harass, verbally abuse or intimidate any Council employee or agent of the Council who visits your home.

5.7 You must not use or 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, specifically, the Town Hall and other Council premises (including the communal areas of any Council owned property), or in Crawley town centre, the neighbourhood estates and shopping parades.

5.8 You must not inflict domestic violence on any other person.

5.9 The Council will not tolerate perpetrators of racial or sexual harassment. You must not cause racial or sexual harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so.

5.10 You must not cause damage to communal areas. You must not interfere with the security and safety equipment in communal blocks. Where a door entry system is fitted, doors should not be jammed open and strangers should not be let in without identification.

5.11 You shall not park vehicles in areas other than those set aside for parking.

d5m 0esb .0011c 0 (5.12j /TT2 1 Tf 10..9500 0 sb .0009c 0 [])Tj-1049.1(You must not keep any weapons

6. Tenant involvement

Insecure Tenancy Agreement: Crawley Borough Council

- 6.1 It is important that you are informed about housing management decisions that affect you. There are a number of ways in which the Council will inform you and consult with you e.g. newsletters, “roadshows”, tenants’ associations, Tenants’ Forum, etc.

The Council’s Responsibilities

- 6.2 The Council will deal with your complaints efficiently and effectively.

7. Ending the tenancy

Insecure Tenancy Agreement: Crawley Borough Council

The Insecure Tenant's Responsibilities

7.1 You must inform Crawley Homes in writing at least four weeks before you

7.12 Legal notices may be served upon the insecure tenant personally or by posting the same to the insecure tenant by Recorded Delivery addressed to the insecure tenant at the premises or at the insecure tenant's last known address, or by leaving the notice at the premises or by affixing the notice on some conspicuous part of the premises.

7.13 Delivery of a notice to the property will constitute good and proper service.

7.14

Notes

Insecure Tenancy Agreement: Crawley Borough Council