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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:

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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

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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 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.
- 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 Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.
- 1.6 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.
- 1.7 For more information about Crawley Borough Council tenancies, such as practical suggestions and contact numbers, see the Tenants' handbook. You can view the handbook on the website and copies of the handbook are available on request from your Housing Officer.

- 1.8 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. . The. Beunless

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2. Introductory tenancies

Section two applies to introductory tenants only.

- 2.1 An introductory tenancy is a tenancy for a trial period for the first 12 months (unless it is an introductory tenancy only).1.81.8

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Sub-letting

- 6.8 If you are a secure 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. The council may prosecute any tenant who parts with the possession of the property or sub-lets the whole of it as provided for by the Prevention of Social Housing Fraud Act 2013. (Note: If you are an introductory tenant, you do not have the right to sub-let the whole or part of your home.)

Running a business

- 6.9 You must not run a business from your home

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7. Repairs, improvements and alterations to your home

The right to repair

- 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 security within specified timescales.
- 7.2 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).

Your responsibilities

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

Lofts

- 7.11 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. Lofts in flats are not part of your home and must not be accessed by you or your household.

Away from home

- 7.12 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.

Gardens

- 7.13 If your home includes a garden, you must at all times keep it cultivated, neat, tidy 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.

The council's responsibilities

- 7.15 The council will be responsible for repairing and maintaining the structure of your home. (For further details, see the Tenants' Handbook).
- 7.16 If you are a secure tenant and 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.
- 7.18 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.
- 7.19 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 if 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

Council responsibilities

- 8.1 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.
- 8.2 Malicious or false allegations made of anti-social behaviour may result in action being taken against the person making these claims.

Your responsibilities

- 8.3 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.
- 8.4 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 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 may also seek other legal remedies.
- 8.5 You must not:
- Engage in any form of harassment or intimidation on the grounds of race, ethnicity, nationality, faith or religion, sexuality, disability or gender, which may interfere with the peace and comfort of, or cause offence to any other person residing in or visiting or otherwise engaged in a lawful activity within the neighbourhood in which your home is situated (including council employees, agents or contractors)

- In ict domestic violence, threaten violence or use mental, emotional, financial or sexual abuse against your partner, ex-partner or another member of your family or household
- Threaten violence towards any person residing in or visiting the neighbourhood or any person otherwise engaged in lawful activity within the surrounding areas of the neighbourhood and this includes any of the council's employees, agents or contractors
- 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, the Town Hall and other council premises (including the common areas of any council-owned property) or in Crawley town centre, the neighbourhoods and shopping parades
- 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 or safety equipment in communal blocks. Where a door entry system is fitted, doors

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The following applies to both introductory and secure tenants

- 9.9 Any notice the council wants to serve on you 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.
- 9.10 Delivery of a notice by any of the ways set out in 9.9 above will constitute good and proper service.

10. False statement

- 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 which may deceive an officer of the council or its agent in allocating you this property. The council will take legal action to obtain possession of your home in any such circumstance.

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Schedule 2 Photovoltaic (PV) System

Terms and conditions relating to solar panels

Articles 12 to 15 (PV System) of Schedule 2 of the Tenancy Agreement 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:

“Carbon Benefit” means any benefit which arises from the Services including any Carbon Savings qualifying under the government’s Carbon Emissions Reduction Target or Carbon and Energy Savings Programme benefits, carbon credits and any other benefits which may be introduced at any time;

“Designated Area” means the area forming part of the Property being part of the roof and loft space together with one metre of air space above the roof to accommodate the PV System;

“the Council” has the same meaning as set out in the definitions section on page 2 of this agreement;

“Person” means any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

“Property” has the same meaning as set out in the definitions section on page 3 of this agreement;

“PV System” means the photovoltaic panels selected by the Council for installation in the Property including mounting brackets and equipment, including inverters, meters, modems and wiring;

“Services” means the installation, inspection, removal, maintenance or repair of a PV System and the reading and maintenance of meters and all equipment associated with them;

“Tariffs” means:

- (a) any sum paid by the government and/or energy suppliers relating to the micro generation of electricity from renewable sources where the generated electricity is sold to the national grid and/or energy supplier, including in PV Systems and, for the purposes of this Schedule, includes payments made for electricity which is sold back into the national grid or to any other buyer; and
- (b) any sums paid by the government and/or energy companies relating to the micro generation of electricity from renewable sources; and

8. The Tenant will not do anything which may temporarily or permanently interfere with the flow of light to the PV System or permit any other person to do so unless authorised by the Council.
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12. You acknowledge and agree that any right to receive the Tariffs and/or any Carbon Benefit and any other income or benefits from the Solar Thermal System belong to the Council and accordingly you hereby irrevocably and unconditionally assign to the Council the Carbon Benefit, the right to receive the Tariffs and the right to receive all and any other income generated by the Solar Thermal System. You further agree to execute any documents necessary to formalise the assignment.
13. You agree that if you acquire by operation of law or otherwise, any benefit relating to the Solar Thermal System that is inconsistent with the terms of this Schedule you hereby assign all such benefits (including any future benefits) to the Council. You further agree to execute any documents necessary to formalise the assignment.
14. You acknowledge that the Council may:
 - 14.1 remove the Solar Thermal System (without replacing it);
 - 14.2 subcontract the provision of any of the Services;
 - 14.3 Terminate the licence granted by this schedule at any time and for any reason by giving you notice;
 - 14.4 Assign or transfer to any Person (in whole or in part):
 - 14.5.1 ownership of the Solar Thermal System;
 - 14.5.2 any of the benefits the Council receives as a result of the Solar Thermal System, including without limitation, any Tariffs and any Carbon Benefits;
 - 14.5.3 its rights under this licence.