

# Introductory/Flexible Tenancy Agreement

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## Definitions

### Introductory / Flexible

#### anniversary date

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

#### 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
- revving of motor vehicles' engines
- speeding in motor vehicles
- obstructing any shared areas, doorways and other entrances or exits
- throwing items from balconies or windows
- racist or homophobic behaviour, gestures and language.

#### assign

A method for transferring your tenancy to someone else.

#### common areas

All parts of the building which all tenants share, for example, the hallways, stairs, shared landings, shared laundry rooms, and shared gardens.

#### the council

Crawley Borough Council as landlord; also includes officers of the council and agents acting on the council's behalf.

#### fixtures and fittings

All appliances and furnishings (not removable furniture) including those for supplying or using gas and water.

#### Flexible tenancy

A flexible tenancy is a type of secure tenancy which lasts for a fixed period of time which is granted under s.107A of the Housing Act 1985. A "flexible tenant" is tenant under a flexible tenancy.

#### improvement

Any alteration or addition to your home to make it better that is made by you or on your behalf which was not there when you moved in, for example, additional building work inside or outside, the erection of aerials or satellite dishes.

#### Introductory tenancy

An introductory tenancy is a periodic weekly tenancy granted under the Housing Act 1996. An "introductory tenant" is a tenant under an introductory tenancy, and the "introductory period" is the duration of the introductory tenancy (usually one year, but this can be extended in some circumstances).

#### lodger

A lodger is a person who lives in your home but does not have exclusive right to any part of it. You are responsible for making a lodger leave if you want to end the arrangement.

#### neighbourhood

The local area where you live, for example, Gossops Green. The area will include property which is privately owned or rented and property which is owned or managed by the council or housing associations. This area usually includes local shops and facilities, for example schools and leisure centres.

#### personal property

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 / your home

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 one, but does not include any common areas.

#### sub-let/sub-tenant

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.

#### 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 your Housing Officer.

#### Tenancy policy

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.

#### terms and conditions

All or any of the clauses of this agreement.

#### Town Hall

Crawley Borough Council's offices at:

#### Town Hall

The Boulevard

Crawley

West Sussex

RH10 1UZ

#### written permission

A letter from the council as your landlord, giving you permission to do something (note: any permission sought will not be unreasonably withheld but may be subject to reasonable conditions).

#### you / tenant

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

#### your household

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. 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 introductory tenancy under the Housing Act 1996 or your flexible tenancy under the terms of the Housing Act 1985. All the terms and conditions relating to introductory tenants set out in this agreement only apply to you if the box on page one is ticked stating that your tenancy will be an introductory tenancy under the Housing Act 1996 for the first year (unless extended). 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 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.
- 1.6 Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.
- 1.7 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. Any request for permission must be made in writing and addressed to your Housing Officer at the Town Hall or, if stated, your Area Surveyor at the Town Hall.

## 2. Your introductory tenancy

The following applies to introductory tenants only.

- 2.1 An introductory tenancy is a tenancy under the Housing Act 1996 for a trial period for the first 12 months (unless it is extended as described below).
- 2.2 If you break any of the terms or conditions of this tenancy agreement, the council may decide to apply to the court for a possession order. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted. Before the council applies to the court, it will give you a notice of its decision and details of your right to request a review of its decision. The council can ask the court that you pay the council's legal costs if it makes an application to the court.
- 2.3 The council may decide to ~~end~~ extend the introductory tenancy trial period if you breach any of the terms or conditions of this tenancy

- 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.



## 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:
- (a) of your identity and of anyone living with you; and
  - (b) that you are living in the property.
- 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 one).

### 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). 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

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 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

6.9 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

- 6.10 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.

- 6.11 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



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

### 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.

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## 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 antisocial

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## Vehicles

- 8.9 Within the boundary of the property, motor vehicles must be parked on a council approved

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## Refuse

- 8.24 You must not place any discarded household or garden objects, e.g. washing machines and garden waste, in the bin areas or drying areas.

You must securely bag all rubbish before putting it in the refuse chutes or bin areas.

- 8.25 Under no circumstances should you dispose of any bulky items via the refuse chutes, as this can cause the chutes to become blocked (where chutes exist).

## Lifts

- 8.26 You must not interfere with the lift system or wedge lift doors open as this can affect the efficiency of the system (where they exist).

## Business notices

- 8.27 You must obtain written permission from the council before affixing any plate or notice on any part of your home or common areas relating to advertisements for trade or professional business.
- 8.28 You must not hold or permit any sale or auction at your home or on common areas without prior written permission from the council.

## Fixing items to outside walls

- 8.29 You must not affix any item to the outside walls and brickwork including hanging baskets or bird feeders. You must not allow or permit external window boxes or plants to be placed on any window sills.

## Fire safety

- 8.30 Common areas must be kept clear to enable emergency evacuation. If your home is a flat or maisonette you must not cause an obstruction in any of the common areas by leaving prams, pushchairs, bicycles, power scooters or other devices used to aid mobility, domestic appliances, furniture, floor coverings, rubbish or any other objects there. You are responsible for contacting the council 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 written permission from the council 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 the council's policy.

## Flexible tenants

9.4 You can end your tenancy at any time by giving the council at least 28 days written notice, or any such shorter period as the council may in writing allow, to expire on a Monday and the fixed term will then end on that date. In the case of joint tenants, one tenant can end the tenancy by giving the council notice in the same way, regardless of the views of any other joint tenant(s). This right:

- (a) May also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.
- (b) Is in addition to the statutory right of termination given by s.107C of the Housing Act 1985.
- (c) Does not affect the right of either you or the council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

9.5 Once you have given a notice under 9.4 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.

## How the council can end your tenancy

### Introductory tenants

- 9.6 The council will only take steps to recover possession of your home as follows:
- If you break any of the terms or conditions of this tenancy agreement. (If the court grants the council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted)
  - Where the sole tenant dies and there is no person who is qualified to succeed to the tenancy
  - If the property ceases to be your only or principal home or you sub-let the whole of the property or you otherwise abandon the property council may end the tenancy by serving you with a 'notice to quit'.

## Flexible tenants – during the fixed term

### Statutory grounds

9.7 Providing your flexible tenancy is secure the council may end it by obtaining an order of the court for possession of the property and by the execution of the order. The council may seek such an order on any of the statutory grounds for possession.

### Break notice

9.8 If your fixed term tenancy is not secure then the council may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice'). However, this right does not apply if the only reason why your flexible tenancy ceases to be secure is because the landlord condition of s.80 of the Housing Act 1985 is not satisfied.

9.9 Without prejudice to the above, if your fixed term tenancy is not secure then the council may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:

- (a) the sole tenant has died, or
- (b) all joint tenants have died.

### Forfeiture

9.10 Without prejudice to the above, if your fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the council may forfeit the tenancy by either serving proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then the council will not forfeit by re-entering the property.

9.11 Forfeiture does not affect the right of either you or the council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the tenancy ended. Water, sewerage and all other charges are recoverable as if they are rent.

9.12 This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.



## Flexible tenants – after the fixed term

9.13 Providing your fixed term tenancy or any other tenancy arising when it ends remains secure the council may seek a court order to evict you by following the statutory procedure in s.107D of the Housing Act 1985. In summary, this means:

- (a) Giving you not less than six months' written notice:
  - (i) stating that the council does not propose to grant another tenancy on the expiry of the flexible tenancy,
  - (ii) setting out our reasons if not proposing to grant another tenancy, and
  - (iii) informing you of your right to request a review of our proposal and of the time within which such a request must be made.
- (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.

## The following applies to both introductory and flexible tenants

### 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) and any court proceedings 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 (including gas and electric meter keys where appropriate).

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.

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. False statement

### Your responsibility

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 1 Utility Monitoring

### Terms and conditions relating to utility monitoring

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:

“Utility Monitoring Equipment” means any equipment installed in the Property by or on behalf of the Council from time to time which monitors and collects Household Usage Data;

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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 gas 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 similar purposes.

## Schedule 2 Photovoltaic (PV) System

### Terms and conditions relating to solar panels

If the box for “Photovoltaic (PV) System Schedule” is ticked on page 1 of this agreement, the following terms and conditions form part of this tenancy agreement.

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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.
9. The Tenant will not interfere with any connection for the supply of electricity to or from the PV System.
10. The Tenant will inform the Council immediately upon being aware of any damage to the PV System or any part of the Property to which it is affixed.
11. The Tenant acknowledges that all parts of the PV System shall remain the absolute property of the Council and all parts of the PV System shall be a chattel or chattels (in the ownership of the Council) and will not become a fixture or fixtures and the Tenant will not alter, tamper or otherwise interfere with the PV System or its operation in any way whatsoever.
12. The Tenant acknowledges and agrees that it is intended that any right to receive Tariffs and/or any Carbon Benefit and any other income or benefits from the PV System belong to the Council and accordingly the Tenant hereby irrevocably and unconditionally assigns 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 PV System.
13. The Tenant confirms that if it acquires by operation of law or otherwise, any benefit relating to the PV System that is inconsistent with the terms of this Schedule the Tenant hereby assigns all such benefits (including any future benefits) to the Council.
14. The Tenant acknowledges that the Council may:
  - (a) remove the PV System (without replacing it);
  - (b) subcontract the provision of any of the Services;

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12. You acknowledge and agree that it 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 Sub contract 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.



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