BRIDGEFIELD HOUSE

Introductory/Flexible Tenancy Agreement

Crawley Borough Council

crawley.gov.uk

This blank page replaces the specific tenancy info page

Definitions
Introductory / Flexible

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
- using washing machines at unsocial hours
- 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
- allowing unpleasant odours and smells to affect neighbours.

assign

A method for transferring your tenancy to someone else.

balcony
Any external patio, balcony and roof terrace (if any) forming part of the property. This includes the slab or decking, the guard rails, glass and grilles around the perimeter of the balconies and all screens separating flats and the balcony doors including frames.

common areas
All parts of the building which all tenants, leaseholders and other occupiers share, such as, but not limited to, the hallways, stairs, shared landings, bin stores, cycle stores, roof terrace, shared gardens and amenity areas.

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

District Heat Network
Communal heating system, consisting of a central boiler system which supplies the heating and hot water requirements for your home.

fixtures and fittings
All appliances and furnishings (not removable furniture) including those for supplying or using electricity 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.

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 in which you live 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)** 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 (Crawley Homes) 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 extend the introductory tenancy trial period if you breach any of the terms or conditions of this tenancy agreement. Before the council extends your trial period, it will give you a notice of its intention to do so and this notice will include details of your right to request a review of its decision.

2.4 If you keep to the terms and conditions of this tenancy agreement and the council has not started possession proceedings during the introductory period, then at the end of the introductory tenancy, your tenancy will automatically become a flexible tenancy for a fixed term of **five years.**

2.5 Succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to your husband, wife or civil partner if he/she occupied the property as his/her only or principal home at the time of your death. This is called 'succession'. If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout 12 months immediately before your death. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

2.6 As an introductory tenant you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.

2.7 Whilst your tenancy is an introductory tenancy, you do not have the right to buy your property or to exchange your property with another tenant.

3. Your flexible tenancy

3.1 Your flexible tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be secure, the council may take steps to end it.

3.2 If you break any of the tenancy conditions during your flexible tenancy the council will take action and may apply to the court to evict you. However, the council will not attempt to take possession of your home or take any other action without trying to discuss the matter with you beforehand.

3.3 If you die whilst your tenancy is a flexible tenancy, your tenancy will pass to your husband, wife or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if he/she occupied the property as his/her only or principal home at the time of your death. No other family member can succeed to your tenancy. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

3.4 If your home has special adaptations that you or your household do not need, the council may apply to the court for a possession order to take back your home provided suitable alternative accommodation is made available for you.

3.5 As a flexible tenant, and as long as your tenancy remains secure, you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.

3.6 In certain circumstances you have the right to buy your property. You should contact Crawley Borough Council if you want to know more about your right to buy.

3.7 In certain circumstances you have the right to exchange your tenancy with another tenant.

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 cash payment and by PayPoint.
(For more information about payment methods 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. 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

5.8 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.

Provision of heating and hot water through a District Heat Network (DHN)

5.10 As your home receives heat and power from a DHN then you will have to pay towards any heating and hot water you receive and the costs of the system. Your obligations are set out in a separate Heat Supply Agreement between you and us. Although the heat and power your home receives from any DHN is provided under that Heat Supply Agreement and not under the terms of this tenancy agreement, the heat and power your home receives from any DHN and your obligations under the Heat Supply Agreement are fundamental to how heat is provided to your home so those arrangements are part of this tenancy agreement. This means that if you fail to comply with your obligations in the Heat Supply Agreement, we will consider that to be failure to comply with your obligations under this tenancy agreement and may apply to a court to ask you to be evicted from your home. We will

charge you the costs of taking you to court. Any Heat Supply Agreement between you and us is attached to this tenancy agreement.

5.11 You must pay the charges for the DHN to the company appointed by the council to manage the billing.

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 No pets are allowed in flats where the front door opens onto a communal hallway. You cannot keep or allow any dog, bird, fish, cat or other animal or reptile in the property; this includes animals accompanying any visitors.

Guide dogs and other recognised assistance dogs will be allowed but you must get written permission from the council to keep a guide dog or other assistance dog.

6.11 If you live in flats 001 or 002 you will need to get prior written permission from the council before you are allowed to keep an animal in your home. Permission will not be granted for any other flat.

6.12 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.

6.13 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.

6.14 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.

6.15 You must not keep any dog listed under the Dangerous Dogs Act 1991 at your home.

6.16 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.

6.17 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.

6.18 You must not feed birds or other animals by putting food of any kind out onto communal areas, including grassed areas.

Personal property

6.19 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

6.20 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.

6.21 You must also ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason.

6.22 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).*

6.23 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, see 7.7).

Ventilation and heating

6.24 You must make sure that at all times there is adequate ventilation and heating within your home and follow any advice given by the council to prevent condensation. If condensation occurs you will be responsible for any repair work, unless it occurs as a result of a fault in the property.

Using appliances and equipment

6.25 You must use all domestic and council appliances and equipment in accordance with the manufacturer's and/or the council's instructions. You are responsible for all damage to your home or injury to people caused by your appliances and equipment.

6.26 You must take adequate care and precautions when bringing, storing, charging or using power scooters or other devices used to aid mobility to ensure that damage does not occur to your home.

Motorbikes

6.27 You must not store or use mopeds, motor bikes, mini-motos or quad-bikes within the dwelling (meaning the flat in which you live), and you must not cause, allow, permit or encourage any member of your household or any visitor to do so.

Bicycles

6.28 Bicycles must be stored in the areas designated for cycle storage. They must not be stored in communal hallways, on balconies or other common areas.

Lifts

6.29 You must not interfere with the lift system or wedge lift doors open as this can affect the efficiency of the system.

You, your household and your visitors, including deliveries must comply with the weight restriction in the lifts.

Balconies

6.30 You have the right to use a balcony if your home has one and you must:

(a) Not use or store any barbeque or other cooking equipment or any inflammable, explosive or combustible substance or material on the balcony or terrace
(b) Not store or keep water or any other liquid on or to drain off the balcony or terrace
(c) Keep the balcony or terrace clean and tidy and not to use the same as a storage area.
(d) Not allow any refuse or rubbish to remain upon the balcony or terrace.
(e) Not make any alteration, improvement or addition to the balcony or terrace
(f) Not hang or expose clothes or washing from the balcony or terrace
(g) Not erect or install any aerial, satellite dish or any similar telecommunication transmission or reception apparatus or thing on or from the balcony or terrace

6.31 You must not climb over any balcony railings or guard rails or go beyond the perimeter of any balcony or roof terrace.

Roof terrace

6.32 Access to the sixth floor roof terrace is by licence only and then only in accordance with the terms of such licence. Licences will be granted at the absolute discretion of the council.

You must not access any other areas of the roof.

6.33 You must comply with the terms and conditions set out in the attached schedule(s).

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).*

Gas supply

7.3 There is no gas supply to your home and you must not install one.

Heating and hot water

7.4 Heating and hot water is supplied by the District Heat Network. You are unable to choose your own supplier.

Your responsibilities

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

Internal decoration

7.6 You are responsible for decorating the inside of your home and ensuring you keep it in a clean and well-decorated condition. You must not apply textured coatings to the internal walls and ceilings of your home.

Emergency access

7.7 In an emergency, the council or any person authorised by the council may require access to your home. In the event that your home is unoccupied or access is unreasonably denied, the council may use reasonable force to gain entry to your home without giving you any formal written notice. Upon completion of the works and/or inspection, your home will be secured properly and repaired if necessary.

An emergency in these circumstances is when either your home or another person's property and health and safety is deemed to be at imminent risk of harm, such as where there is a suspected fire, burst water pipe, gas leak or electrical fault. In the event that access is unreasonably denied, you may be prosecuted for obstruction.

7.8 You must immediately report any defects or damage to your home which are the responsibility of the council and enable the council to arrange for inspection and/or repair(s) to be carried out. For contact information please refer to the tenants' handbook.

Alterations and improvements

7.9 You have the right to carry out alterations, additions or improvements to your home provided you first obtain written permission from the council. Any request for permission must be made in writing and addressed to your Area Surveyor at the Town Hall. Alterations and additions include any alterations to electrical installations. You may need to obtain planning and building control permission prior to permitting any work to start. Future maintenance of any improvements will be your responsibility.

Paying for works

7.10 The council's housing service may require that you pay for the cost of any reinstatement works to your home if you have had any alterations, additions or improvements carried out (or arranged to be carried out) without written permission from the council.

7.11 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

7.12 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.

Smoke detectors

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

The council's responsibilities

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

7.15 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.

7.16 The council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement.

7.17 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.

7.18 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.

Electrical checks

7.19 The council has a statutory duty to ensure the electrical installation in your home is safe and will carry out cyclical periodic inspections. You must provide access for this safety check and any resulting repairs to be performed.

Consultation

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

Rebuilding

7.21 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 You must consider how your actions will affect your neighbours, including playing music, shouting, using washing machines late in the evening, gatherings and parties. These are the common causes of reported anti-social behaviour.

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

Your responsibilities

8.4 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.

8.5 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.

8.6 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)
- Inflict 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 and safety equipment in communal blocks. Where a door entry system is fitted, doors must not be jammed, wedged or propped 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.

8.7 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 8.5 and 8.6.

Damage to your home

8.8 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.

Waste disposal

8.9 You must not place any discarded household or garden objects e.g. washing machines and garden waste in shared or communal areas.

Flammable material

8.10 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 flat in which you live) or in common areas. Bonfires are not permitted.

Drains

8.11 You must keep all drainage free from obstruction. You must not put or throw any baby, toilet or wet wipes (including those that are biodegradable) or any dirt, rubbish, rags, oil, grease, other damaging material or substance or other refuse or allow the same to be thrown into sinks or basins, lavatories, cisterns, waste or soil pipes in the property. You may be charged for the cost of clearing any blockages.

Parking

8.12 There is no allocated parking. All parking bays will be managed and licensed separately by the council. Please see schedule 2.

8.13 You must not park in a designated parking bay unless you have a valid parking bay license permit for that bay.

8.14 You or any member of your household or any visitors must not park any vehicles on common areas, shared areas, or on council-owned land in the vicinity of your home.

8.15 You or any member of your household or any visitors must not park a vehicle on or drive across grassed areas in or around properties owned by the council and you must pay the costs incurred by the council for works to repair any damage to the kerb or drains, soil replacement and re-sowing of grass.

8.16 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.

8.17 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 parking bays in common areas, shared areas or in the neighbourhood.

8.18 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.

8.19 You or any member of your household or visitors must not repair vehicles, except mechanical repair in cases of breakdown or other emergency, in a Parking bay or on any common areas, shared areas, or on council owned land within the vicinity of your home.

Community responsibilities for those living in blocks of flats

Fire Safety

Smoking

8.20 You or any member of your household or any visitors must not smoke in the common areas of the building or on any balconies, including roof terraces.

8.21 Common areas must be kept clear to enable emergency evacuation and to reduce fire risks. If your home is a flat 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 and dispose of any objects found there, without warning. 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).*

CCTV

8.22 You must not tamper with, obstruct or damage any part of the CCTV system.

Behaviour in common areas

8.23 You must not throw food, refuse or any other object from a window, from landings, down stairwells or from balconies.

8.24 You must not hang bird feeders, flower pots, washing, clothes, mats or rugs or any other object from the windows and balconies. You must not hand beat or shake washing, clothes, mats or rugs on or from the windows of your home or from any common areas such as landings, balconies, stairs or roof.

Refuse

8.25 You must not place any discarded household or garden objects, e.g. washing machines and garden waste, in the bin areas or other shared areas.

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

8.26 You must not leave refuse bags/sacks or containers of recycling outside your front door or in the communal areas at any time.

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.

Flooring

8.30 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).

8.31 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 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 8.30.

9. Ending the tenancy

How you can 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). This will end the tenancy for all joint tenants regardless of who has given the notice.

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 for 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 electric meter keys where appropriate).

9.18 You must leave the property in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left in the property or in the common areas 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.

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;

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

   "Household Usage Data" means any data relating to:

   - the water, electricity and heat consumption and usage in connection with the Property, including the quantity of water, electricity and heat used and the times it is used,
   - the quantity, consumption and usage of electricity generated by any photovoltaic panels (solar panels) installed in the Property,
   - the quantity, consumption and usage of hot water generated by any solar thermal panels installed in the Property, and
   - internal temperatures within the Property;

   "the Property" has the same meaning as set out the definitions section on in page 3 of this agreement; "Services" means the inspection, maintenance, removal, replacement or repair of the Utility Monitoring Equipment;

   "Smart meter" means any meter installed in the Property from time to time by or on behalf of a gas, electricity and/or water supplier which is capable of automatically and wirelessly sending data regarding gas, electricity and/or water consumption and usage to the supplier;

   "Tenant" has the same meaning as set out the definitions section on in page 3 of this agreement;

2. The Tenant acknowledges the Property has been fitted with Utility Monitoring Equipment.

3. The Tenant acknowledges and agrees that:

   3.1 all parts of the Utility Monitoring Equipment shall remain the absolute property of the Council and all parts of the Utility Monitoring Equipment 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 Utility Monitoring Equipment or its operation in any way whatsoever

   3.2 Household Usage Data will be accessed and monitored by the Utility Monitoring Equipment;

   3.3 Household Usage Data will be stored either locally on the Utility Monitoring Equipment, or remotely by way of wireless transmission from the Utility Monitoring Equipment to the Council or a third party who will hold the Household Usage Data on behalf of the Council.

4. The Tenant agrees to allow Council employees, contractors and agents to enter the Property at all reasonable hours to carry out the Services.

5. Where Household Usage Data is stored locally on the Utility Monitoring Equipment the Tenant agrees to allow Council employees, contractors and agents to enter the Property at all reasonable hours to extract, record and process the Household Usage Data from the Utility Monitoring Equipment. The Tenant also agrees to extract Household Usage Data from the Utility Monitoring Equipment and provide it to the Council upon request. Any request made by the Council in accordance with this clause will be made no more than twice yearly.

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 heat and hot water 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 like purposes.

9. The Tenant agrees that the Household Usage Data and any data obtained from the Tenant under paragraph 7 above may be processed and used by the Council for the purposes set out in 8.3 above.

Schedule 2
Bridgefield House Car Parking Policy

The development of Bridgefield House comprises of a block of 98 properties of 1, 2 and 3 bed flats. 67 of the properties are for affordable rent and 31 for shared ownership.

There are 52 parking bays available for 98 properties with no visitor parking. This means that parking spaces need to be managed by Crawley Homes for Crawley Borough Council ("Crawley Homes") in a fair and consistent way. Parking bays will be available on a licence for a weekly licence fee (payable monthly in advance) to cover the cost of administering the scheme.

It has been agreed that the number of parking licences will be issued on a pro rata basis, namely 17 for the shared owner properties and 35 for the affordable rent properties.

Crawley Borough Council reserves the right in its absolute discretion to both change the layout of the car park and/or to increase or reduce the number of spaces available.

Entitlement:

- Parking bay licences will be only be issued to those living in Bridgefield House.
- Only one parking bay licence per property will be issued (however Crawley Homes may issue additional licences in the circumstances set out below).
- Priority will be given to those with a current valid Disabled Parking Badge permit issued by West Sussex County Council.
- Parking bay licences will not be issued to any prospective licensee who has dwelling rent arrears or service charge arrears.

Allocation of licences and waiting list:

- Connells will be in charge of allocating the 17 shared owner bays as part of their advertising initiative and is at their discretion. Subsequent allocation of these bays will be managed by Crawley Homes.
- Initial preference for licences will go to the two and three bedroom properties, other than Disabled Parking Badge Permit holders.
- Subsequent licences will be issued on a first come, first served basis and if a parking bay is available priority will be given to those with a valid Disabled Parking Badge permit.
- We will endeavour to maintain the pro rata allocation of licences between the two tenures. However if there are un-licensed available bays within a specific tenure we will licence those on a first come first served basis to the other tenure. If you are given a licence on this basis the licence may be terminated by Crawley Homes to maintain the original pro rata distribution if an application is received from the other tenure.
- If more applicants apply for a parking bay license than there are available parking bays, a waiting list system will be operated and managed by Crawley Homes.
- If a parking bay becomes available and there is a waiting list the next licence issued will be to the next person on the waiting list, maintaining the pro rata allocation where possible unless the parking bay is required for a person with a valid Disabled Parking Badge permit.
- If a person with a valid Disabled Parking Badge permit requests a parking bay and none is available, the council can in its absolute discretion, terminate the licence of any parking bays and allocate one of those bays to a person with a valid Disabled Parking Badge permit. Where possible an alternative parking bay will be offered.

Parking

- Vehicles must only be parked fully within the white lines of a designated parking bay and displaying a valid permit for a specific vehicle for a specific bay to avoid being issued with a penalty notice.
- Only vehicles with a current MOT, up to date vehicle tax and valid motor insurance can be parked in a designated parking bay with a valid parking bay licence.
- Licences will only be issued for motor cars and small works vans.
- The licensee must observe all rules and regulations which Crawley Homes makes and notifies to the Licensee from time to time governing the use of the car park.

Changing bays

- A licensee may, at the council's absolute discretion, be required to change parking bays including (without limitation) where the Council wishes to allocate the space to a tenant with a valid Disabled Parking Badge permit.

Additional parking bay

- If there are any un-licenced bays available, an applicant who has already been granted a licence and still meets the conditions for the grant of a licence, may be allowed to license an additional parking bay in accordance with the waiting list.
- If a valid application for a first licence is made by another resident a licensee of a second parking bay will be required to give up one of their bays. A Notice to terminate the licence will be served to end the second licence.

Application

- An applicant must complete an application form and provide proof of ownership and insurance of a particular vehicle, registered to an address in Bridgefield House, including registration plate, make, model and colour of the vehicle. A permit will then be issued to be clearly displayed in the front windscreen when parked in a specific bay.
- If additional vehicle(s) per household wish to use the same bay, proof of ownership/registration of all vehicles at the address in Bridgefield House must be supplied to Crawley Homes.
- A Direct Debit must be set up for monthly payment in advance as part of the application.

Payment

- Payment is to be paid monthly in advance by Direct Debit.

Non-payment arrears:

- Non-payment of the license fee will result in a notice to terminate the licence being served. Once a notice to terminate has been issued for non-payment of the licence fee the vehicle will be subject to Parking Enforcement with Parking Notices and fines if a vehicle continues to be parked anywhere within the car park.

Security/enforcement:

- Enforcement of the parking bay system will be delegated to a private parking enforcement company.
- Vehicles parked in bays without the appropriate permit and unaccompanied vehicles stopped or parked anywhere in the car park will be subject to Parking Notices and fines issued via a private parking enforcement company.
- The issuing of Notices, appeals, payment and enforcement of non-payment of fines will be undertaken directly by the enforcement company and not Crawley Homes.
- Crawley Homes is not responsible for any damage caused to the licensee's car and/or property whilst parked in the bay.

Misuse of the bay:

- If the parking bay is not going to be used for a period of four weeks or more you must tell Crawley Homes that the parking bay is not going to be so used and the reason for non-use.

Ending the Licence:

- Crawley Homes may end the licence:
    - o Immediately by giving notice to the licensee if the licensee breaches the terms of the licence agreement
    - o The parking bay is required for an applicant who has a valid Disabled Parking Badge permit
    - o The parking bay is required for the better management of parking in Bridgefield House
    - o To utilise its right to change the layout of the car park and/or to increase or reduce the number of spaces available.
- Crawley Homes may end the licence without giving any reason by giving not less than seven days' written notice to the licensee.
- The licensee can end their licence by giving seven days' notice in writing to Crawley Homes (or less by agreement with Crawley Homes).

Suspending the Licence:

- Crawley Homes may on giving not less than 7 days' written notice to the licensee temporarily suspend the licence if it considers it necessary or desirable to do so in order to carry out works at or to Bridgefield House, the car park or any adjoining or nearby land or building in which the council has an interest.

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