

Crawley Borough Council

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Report to Cabinet

9th October 2013

REVISION OF TENANCY AGREEMENT

1. Key Points

- 1.1 This report seeks Cabinet approval to vary the terms of the Council's Introductory and Secure tenancy agreements under the terms of section 102 and 103 of the Housing Act 1985. The report outlines the reasons for undertaking the review and varying the existing tenancy conditions.
- 1.2 The Crawley Homes tenancy agreement was last reviewed in 2010. Since that time, we have introduced fixed term tenancy agreements (5 year and 2 year) and this has created an opportunity to revisit the existing conditions of tenancy and amend them, where appropriate.
- 1.3 A thorough consultation process has taken place ensuring that key stakeholders were made aware of the proposals. These included; Crawley Homes tenants, Tenant and Leaseholders Advisory Panel (TLAP), elected Members and both internal and external teams and agencies who may be impacted by the changes. A timetable to ensure this happened at key stages was created.
- 1.4 As part of the statutory consultative process, all tenants received a Preliminary Notice setting out the proposed changes and this included an explanation as to why the agreement is being revised. Tenants have been encouraged to comment through a variety of means including completing the feedback form and returning this in the pre-paid envelope, completing the form on-line and e-mailing the form back to a dedicated e-mail address set up to receive all e-mails relating to the consultation and calling a dedicated telephone line to leave comments. The consultation period for tenants ended on 12th August 2013.

2. Recommendations

It is recommended that Cabinet:

- 2.1 consider the consultation feedback received from tenants during the consultation period as summarised in Appendix 4 and as reported to Cabinet during the meeting on 9 October 2013.**
- 2.2 approve the inclusion of the proposed changes into a new tenancy agreement as set out in Appendix 2.**
- 2.3 authorise the Head of Crawley Homes to issue to all tenants a Notice of Variation.**

Karen Dodds
Head of Crawley Homes

3. Background

- 3.1 The tenancy agreement is a legally binding document, which sets out the responsibilities of the Council as Landlord and the tenant as the occupier of a property. The agreement is important, since breach of the tenancy may mean loss of possession of the property and eviction. It is good practice to regularly review the conditions of tenancy to ensure they meet the requirements and aspirations of the Council and its tenants.
- 3.2 A Tenancy Review Group within Crawley Homes was established to thoroughly review the tenancy agreement which highlighted both some minor and some more significant changes. The process had ongoing input from the Council's Legal Team and the proposed changes were scrutinised by an external Barrister to ensure the proposals were proportionate and legal.
- 3.3 Through the 28 day consultation process tenants have had the opportunity to provide feedback and ask for clarification of areas which they were unclear on. A summary of the consultation feedback is attached as Appendix 4.

4. Revision of Tenancy Agreement

- 4.1 Although the tenancy agreement has been thoroughly reviewed, much of the agreement remains unchanged with the aim to simply clarify the wording of specific clauses to ensure the rights and responsibilities are easier to understand.
- 4.2 All those who were introductory and secure tenants (but not to flexible or introductory to flexible tenants) on 30 June 2013 were sent a Preliminary Notice. This Notice sets out the proposed changes and their effect, and a copy of it is attached as Appendix 2.
- 4.3 The Council's Tenancy Policy provides that most new tenancies will be flexible tenancies after an initial introductory tenancy period. There are some exceptions to this, for example existing tenants who are moving within the Council's housing stock. This means there have been a small number of tenants (fewer than 3 per week on average) whose tenancy has been granted since 30 June 2013 using the existing introductory/secure tenancy agreement. A Preliminary Notice in exactly the same terms as Appendix 2 is to be sent to this group, except that the closing date for any feedback will be the day before the Cabinet meeting on 9 October. Additionally, for tenants granted introductory or secure tenancies (not flexible tenancies) between now and early October, a copy of the Preliminary Notice will be given to them when they sign their tenancy agreement and their attention will be drawn to the proposed changes to the tenancy agreement and how they may provide feedback if they wish.
- 4.4 Any responses to the Preliminary Notice received from the tenants mentioned in 4.3 above will be reported to Cabinet when it considers this report on 9 October 2013. This will provide Cabinet with the opportunity to consider any consultation feedback from these tenants (in addition to the feedback set out in Appendix 4), before making a decision about varying all existing tenancy agreements.

5. Ward Members' Views

- 5.1 The impact of the revised tenancy agreement is not considered to be ward specific

6. Staffing, Equalities, Financial Implications

- 6.1 The costs incurred for the consultation process have been logged and kept to a minimum by utilising existing resources, where possible. The work associated with creating a revised tenancy agreement has been managed using existing staff resources and no additional resourcing was used.
- 6.2 The Preliminary Notice was sent out with the summer edition of Homelink (the tenants' newsletter) so no additional costs were incurred. Printing costs were incurred to produce the Preliminary Notice and the tenant feedback forms. Pre-paid envelopes were also supplied to encourage responses.
- 6.3 Fees were incurred for using a Barrister to review the work of the Tenancy Review Group and confirming that the proposals were lawful. Costs incurred to date total £1,850.
- 6.4 Costs which have yet to be incurred include the Notice of Variation to be issued to tenants, which will attract costs for printing, postage and the final design and printing of the new tenancy agreements.
- 6.5 An Equality Impact Assessment has not been carried out as the Tenancy Review Group were able to demonstrate that they had considered the potential impact of the proposed changes on those with a protected characteristic. None of the proposed changes were deemed to have a negative impact on any of the groups and this was supported by the outcome of the consultation process.

7. Legal Implications/Powers

- 7.1 Under the requirements of the Housing Act 1985 the Council has issued a Preliminary Notice on all affected tenants informing them of the intention to vary the tenancy agreement. This was the first stage of the formal consultation process. The Council has a statutory obligation to consider any comments received through the consultation and make a decision whether or not to make changes.
- 7.2 When the Council has decided on the variations which will be made to the tenancy agreement it must serve on all tenants a Notice of Variation. The Notice of Variation must set out the variations to the tenancy agreement and specify the date when the variations will take effect.

8. Risk Implications

- 8.1 It is important that Crawley Homes keeps up to date with the changing housing landscape. By reviewing our tenancy agreement this provides us with an opportunity to review the rights and responsibilities for both landlord and tenant. This will ensure the conditions of tenancy remain current and give us the appropriate tools to deliver an effective housing management service. If we fail to review and update our agreement periodically we risk not adapting to the ever changing demands of tenancy management and not being well

placed to respond to the challenges faced in delivering a housing management function.

- 8.2 Furthermore, there are sound business reasons for making the changes to the payment frequency for rent. Our current system is not compatible with the way Universal Credit will be paid and we believe that by mirroring the way Universal Credit is paid will assist those tenants in receipt of it to budget effectively. By failing to address this we risk adversely affecting the amount of income we are able to collect.

9. Environmental Impacts

- 9.1 The impact of the revised tenancy agreement is not considered to have any adverse environmental impacts.

10. Other Implications

- 10.1 The implementation of the new tenancy agreement will have a positive impact on the delivery of our objectives and commitments to tenants.

11. Reasons for the Recommendation

- 11.1 The tenancy agreement is the main contract document between the Council as landlord and Crawley Homes tenants. The contract is legally binding and the revised terms and conditions give an up to date focus for tenants and staff and will ensure that the agreement remains in line with legislation and good practice within the housing sector. By adopting the proposed changes we will ensure Crawley Homes has a tenancy agreement fit for purpose enabling us to deliver a first class housing management service.

12. Background Papers

None

Contact Officer: - Samantha Scott
Direct Line: - 01293 438374.

Appendix 1

Crawley Homes

Contact: **Ms S Scott** Email: **TenancyReview@crawley.gov.uk**
Direct Line: **01293 438777** Date: **09 July 2013**

Dear Tenant

Preliminary Notice pursuant to section 103(2) of the Housing Act 1985

The Council proposes to make amendments to your tenancy agreement by serving you with a Notice of Variation. Before it can serve you with a Notice of Variation, the Council must provide you with a Preliminary Notice under section 103(2) of the Housing Act 1985 which sets out the proposed variations to your tenancy agreement and the effect of them on you, and give you an opportunity to comment on them.

The enclosed summary of proposed changes explains each proposed change, the reason for proposing it and the effect it would have on you.

You will find the following enclosed with this letter:

- Summary of proposed changes
- Feedback form
- Reply paid envelope.

Please read the summary of proposed changes and we would be very grateful for your comments. To make this easier for you we enclose a feedback form and reply paid envelope.

Please return the feedback form through the post or alternatively you can e-mail me your comments at TenancyReview@crawley.gov.uk or complete an electronic form on the website at www.crawley.gov.uk/crawleyhomes. You may also leave your comments on 01293 438777.

If you require this document in a different format please let me know.

All comments must be received by the council by **Monday 12 August 2013**. Any comments arriving after this date may not be considered.

After the consultation period closes the Council will consider all comments received by the closing date and will take them into account before making a decision to vary your tenancy agreement by serving on you a Notice of Variation. It is proposed that any changes resulting from this process will come into effect during January 2014.

Yours sincerely



Ms S Scott
Tenancy Services Manager

Appendix 2

Summary of proposed changes to the Introductory/Secure tenancy agreements

The Introductory/Secure tenancy agreement was updated in 2010 and with changes in legislation and council policy; we need to review it again. This also gives us the chance to clarify some clauses in the agreement. Some of these changes come from listening to you, and some from changes in legislation.

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
General changes	
All references to Neighbourhood Housing Manager to be changed to Housing Officer	The job title has changed.
Remove all references to the Repairs Book	This is no longer used or supplied.
The clause numbers and page references refer to the existing tenancy agreement and may change when the amendments have been agreed and the revised agreement is finalised.	
Section: Definitions	
<p>Amendment to definitions</p> <p>The definition of ‘improvements’ is amended as follows (deleted words crossed through):</p> <p><i>improvement</i></p> <p>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 installation of laminate flooring, the erection of aerials or satellite dishes.</p> <p>We have added a definition of Introductory tenancy as follows:</p> <p><i>Introductory tenancy</i></p> <p>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).</p> <p>We have removed the definition of succession as this is added into the body of the tenancy agreement.</p> <p>We have added a definition for Tenancy Policy:</p> <p><i>Tenancy Policy</i></p>	<p>The definitions do not change your existing agreement they provide clearer information about what words mean, except for the definition of ‘written permission’ as this now permits the council to grant permission subject to reasonable conditions.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>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.</p> <p>We have amended the definition of written permission as follows (additional words underlined):</p> <p><i>Written permission</i></p> <p>A letter from the council giving you permission (consent) to do something (note: any permission sought will not be unreasonably withheld <u>but may be subject to reasonable conditions.</u>)</p> <p>We have added a definition of secure tenancy as follows:</p> <p><i>Secure tenancy</i></p> <p>In the context of this tenancy agreement this means a secure periodic weekly tenancy granted under the Housing Act 1985. A “secure tenant” and other similar terms should be construed accordingly.</p>	
Section 1: Introduction	
<p>Remove clause 1.5:</p> <p>The terms and conditions of your tenancy (with the exception of those implied or imposed by law), may be altered at any time by agreement in writing, or by the council consulting with you and then serving a Notice of Variation on you. Before any Notice of Variation is served the council will give you notice that it intends to make changes and will provide written details of the proposed changes.</p>	<p>Removing clause 1.5 is not a change to your existing rights because what is stated there applies under housing legislation. Removing it brings the agreement into line with the new flexible tenancy agreement.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Amendment to clause 1.7</p> <p>Existing clause reads:</p> <p>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.</p> <p>Amended clause reads:</p> <p>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.</p>	<p>In some circumstances we may need to give reasonable conditions for the granting of permission and the new clause will allow this.</p>
<p>Additional clause</p> <p>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.</p>	<p>A new clause to expressly state that many parts of the tenancy agreement are legal requirements.</p>
Section 2: Introductory Tenancies	
<p>Amendment to clause 2.4</p> <p>Existing clause reads:</p> <p>If you keep to the terms and conditions of this tenancy agreement you will automatically become a secure tenant at the end of the first twelve months. This will be confirmed in writing by the council.</p> <p>Amended clause reads:</p> <p>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 you will automatically become a secure tenant at the end of introductory period.</p>	<p>We no longer contact tenants in writing as the tenancy automatically become secure and we have refined the wording to cater for tenancies that may have been extended beyond 12 months.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Additional clause</p> <p>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 s/he 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.</p>	<p>Legislation has changed on assignment and succession so this is an additional clause to clarify the rights for introductory tenants.</p>
<p>Legal rights of tenants in brief table deleted</p>	<p>This is not a change to your existing agreement; we propose the removal of this as it caused confusion.</p>
<p>Additional clause</p> <p>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.</p>	<p>This is not a change to your existing agreement. This clause is added to replace information that was contained in the table that explained the different Legal rights of tenants for both introductory and secure tenancies.</p>
<p>Additional clause</p> <p>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.</p>	<p>This is not a change to your existing agreement. This clause is added to replace information that was contained in the table that explained the different Legal rights of tenants for both introductory and secure tenancies.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
Section 3: Rights of a secure tenant	
<p>Additional clauses</p> <p>If your tenancy started <u>before 1 April 2012</u> then succession rights are limited to those allowed by s87 of the Housing Act 1985 before it was amended on that date. In general this means that on your death your tenancy may pass to:</p> <ul style="list-style-type: none"> a) Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death. b) In the absence of such a succession, a family member if s/he occupied the property as his/her only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death. <p>If your tenancy started <u>on or after 1 April 2012 but before 1 April 2013</u> then a person may succeed to your tenancy in accordance with s86A(1) of the Housing Act 1985 but if there is no person qualified to succeed under s86A(1), then a family member may succeed to your tenancy pursuant to s86A(2) following the same rules for family member succession as were contained in s87 of the Housing Act 1985 before it was amended on 1 April 2012.</p> <p>If your tenancy started <u>on or after 1 April 2013</u> then succession rights are limited to those allowed by s86A(1) of the Housing Act 1985. In general this means that on your death your tenancy may 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 s/he 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.</p>	<p>Government legislation has changed the law on succession and given fewer statutory rights to secure tenancies that started on or after 1 April 2012. However, we have decided to give additional rights to secure tenancies that were granted during the first year of that change.</p> <p>This is a new clause that explains the succession rights of secure tenancies.</p>
<p>Additional clause</p> <p>As a secure 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.</p>	<p>This is not a change to your existing agreement. This clause is added to replace information that was contained in the table that explained the different Legal rights of tenants for both introductory and secure tenancies.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Additional clause</p> <p>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.</p>	<p>This is not a change to your existing agreement. This clause is added to replace information that was contained in the table that explained the different Legal rights of tenants for both introductory and secure tenancies.</p>
<p>Additional clause</p> <p>In certain circumstances, you have the right to exchange your tenancy with another tenant.</p>	<p>This is not a change to your existing agreement. This clause is added to replace information that was contained in the table that explained the different Legal rights of tenants for both introductory and secure tenancies.</p>
<p>Section 5: Rent</p>	
<p>Amendment to clause 5.4</p> <p>Existing clause reads:</p> <p>The rent is payable in advance on a Monday each week (except on the 4 rent-free weeks each year). However, the council will not consider that your rent account is in arrears if payment is made and receipted before close of business on the Friday in the week that it is due. You may pay your rent at different periods, for example monthly, but rent must be paid in advance. Your weekly rent at the start of your tenancy is set out on page 2 of this tenancy agreement.</p> <p>Amended clause reads:</p> <p>Rent falls due on a Monday and it must be paid in advance. You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly. However, the council will not consider that your rent account is in arrears if payment is made and received before close of business on the Friday in the week that it is due.</p>	<p>This removes the rent free weeks and therefore creates a requirement for rent payments to be made each week but also gives you the option to pay at different periods in advance.</p> <p>This would take effect from Monday 7 April 2014.</p> <p>This will not change the amount of rent you pay over the year, but spreading the payments will mean the weekly amount you pay will be less.</p> <p>This change is necessary to manage future changes from welfare reform and in line with other housing organisations and eliminate confusion about when and what to pay.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Amendment to clause 5.6</p> <p>Existing clause reads:</p> <p>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. This notice will also tell you how to end your tenancy if you do not accept the varied rent.</p> <p>Amended clause reads:</p> <p>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.</p>	<p>This change means that the Council does not need to notify you how you can end your tenancy agreement when it varies the amount of rent you must pay under the tenancy agreement. This brings the wording into line with housing legislation.</p>
<p>Amendment to clause 5.7</p> <p>Existing clause reads:</p> <p>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 if one joint tenant leaves the remaining tenants continue to be responsible for any arrears together with ongoing rent and tenancy charges.</p> <p>Amended clause reads:</p> <p>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.</p>	<p>This is not a change to your existing agreement. This clarifies that all tenants remain responsible.</p>
<p>Section 6: The property (your home)</p>	
<p>Amendment to clause 6.1</p> <p>Existing clause reads:</p> <p>You must occupy the property as your main or principle home.</p> <p>Amended clause reads:</p> <p>You must occupy the property as your only or principle home.</p>	<p>This is not a change to your existing agreement. This brings the wording into line with housing legislation.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Amendment to clause 6.2</p> <p>Existing clause reads:</p> <p>From time to time the council conducts audits of the properties it rents to tenants. If requested by the council you must provide proof of your identity and anyone living with you.</p> <p>Amended clause reads:</p> <p>The council conducts audits of the properties it rents to tenants. If requested by a Housing Officer you must provide proof:</p> <p>(a) of your identity and of anyone living with you and</p> <p>(b) that you are living in the property.</p>	<p>This strengthens the clause to reinforce our commitment to tackling tenancy fraud.</p>
<p>Amendment to clause 6.3</p> <p>Existing clause reads:</p> <p>If you have to leave your home for one month or longer you must notify your Neighbourhood Housing Manager of a nominated key holder in case of emergencies.</p> <p>Amended clause reads:</p> <p>If you leave your home for one month or longer you must notify your Housing Officer in writing of:</p> <p>(a) the dates of your absence and</p> <p>(b) the name and contact details of a nominated key holder in case of emergencies.</p>	<p>This clarifies the requirement for the tenant to let us know (a) they will be leaving the property for a long period of time and (b) who to contact in an emergency.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Amendment to clause 6.7</p> <p>Existing clause reads:</p> <p>If you are a secure 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).</p> <p>(Notes: If you do take in a lodger, we ask you to let your Neighbourhood Housing Manager know so that the Council has a record of who lives in its properties, although this is not required. However, if you are in receipt of Housing Benefit, you must let the Housing Benefit section know.)</p> <p>(If you are an introductory tenant, you do not have the right to take in lodgers.)</p> <p>Amended clause reads:</p> <p>If you are a secure tenant you may take in lodgers providing you do not have more people living in your home than the permitted number allowed, as detailed on page 2. 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.</p> <p>(If you are an introductory tenant you do not have the right to take in lodgers.)</p>	<p>This strengthens the clause to reinforce our commitment to tackling tenancy fraud.</p>
<p>Amendment to clause 6.8</p> <p>This clause on subletting remains the same but with the addition of the sentence:</p> <p>The council may prosecute any tenant who parts with the possession of the property or sublets the whole of it as provided for by the Prevention of Social Housing Fraud Act 2013.</p>	<p>This strengthens the clause to include recent changes in legislation and to reinforce our commitment to tackling tenancy fraud. The Prevention of Social Housing Fraud Act 2013 is not yet in force.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Amendment to clause 6.15</p> <p>Existing clause reads:</p> <p>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.</p> <p>Amended clause reads:</p> <p>In cases of cruelty to animals or where the animal is causing a nuisance, annoyance or disturbance to others, the council may give you written notice requiring you to remove it from your home. The council may also report these cases to the RSPCA or the Police.</p>	<p>This strengthens our ability to deal with animals that cause a nuisance, annoyance or disturbance to others.</p>
<p>Amendment to clause 6.18</p> <p>This clause remains substantially the same but has been broken into 3 separate clauses and the section on excess items has been extended (additional words underlined):</p> <p>6.18 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.</p> <p>6.19 You must ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason including the annual gas safety inspection.</p> <p>6.20 You must not allow an accumulation of personal property to prevent or obstruct any inspection conducted by or on behalf of the Council, or cause structural damage to the property <u>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.</u></p> <p>(Note: If you do not allow access to your home you could be putting yourself and your 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.)</p>	<p>Breaks up a long clause and clarifies the action the council will take on hoarding and when they will take action.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
Section 7: Repairs, improvements and alterations to your home	
<p>Amendment to clause 7.7</p> <p>Existing clause reads:</p> <p>As a secure tenant, you have the right to carry out alterations, additions or improvements to your home provided you first obtain written permission from the council. Alterations and additions include any alterations to the gas or electrical installations (such as those in 7.8). You may need to obtain Planning and Building Control permission prior to permitting any work to start.</p> <p>(Note: If you are an introductory tenant you do <u>not</u> have the right to carry out alterations, additions or improvements to your home.)</p> <p>New clause reads:</p> <p>You have the right to carry out alterations, additions or improvements to your home provided you get prior written permission from the council. Alterations and additions include any alterations to the gas or electrical installations (such as those in 7.8). 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.</p>	<p>This has not changed for secure tenants, but a change of policy means introductory tenants can now carry out improvements with prior permission and this clause reflects that change.</p>
<p>Additional clause</p> <p>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.</p>	<p>This makes clear that using the loft, if it is allowed, will be at the tenant's own risk.</p> <p>This reinstates previous clauses from tenancy agreements prior to 2010.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Amendment to clause 7.11</p> <p>Existing clause reads:</p> <p>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.</p> <p>Amended clause reads:</p> <p>You must take all reasonable measures to ensure that when away from your home:</p> <ul style="list-style-type: none"> • 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. 	<p>The additional requirements will help to reduce the number of instances of frozen pipes and the damage they can cause.</p>
<p>Amendment to clause 7.12</p> <p>We have amended this clause as follows (additional words underlined):</p> <p>If your home includes a garden, you must keep it cultivated, <u>neat, tidy</u> 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.</p>	<p>This now clarifies that we are asking tenants to maintain their gardens to keep them neat and tidy.</p>
<p>Amendment to clause 7.16</p> <p>Existing clause reads:</p> <p>The council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement. The council may, however, carry out such work at your request and expense.</p> <p>Amended clause reads:</p> <p>The council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement.</p>	<p>The council no longer carries out work that the tenant is responsible for at their request, and hasn't for some time, so this clause is no longer needed.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Additional clause</p> <p>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.</p>	<p>This clarifies that the tenant is responsible for their own furniture and floor coverings if they need to be moved, it is not a change of policy.</p>
Section 8: Living in your community	
<p>Amendment to clause 8.10</p> <p>Existing clause reads:</p> <p>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 emergency service vehicles.</p> <p>Amended clause reads:</p> <p>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.</p>	<p>Expands conditions on parking, to encourage considerate parking and encourage good neighbour relations.</p>
Section 8: Community responsibilities for those living in blocks of flats or maisonettes	
<p>Additional clause</p> <p>You or any member of your household or any visitors must not smoke in the common areas of the building.</p>	<p>New clause on no smoking in common areas to reflect legislation.</p>
<p>Amendment to clause 8.21</p> <p>Existing clause reads:</p> <p>You must not throw food, refuse or any other object from a window.</p> <p>Amended clause reads:</p> <p>You must not throw food, refuse or any other object from a window, from landings, down stairwells or from balconies.</p>	<p>Clarifies that this behaviour is not acceptable from anywhere in a flat.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Amendment to clause 8.22</p> <p>Existing clause reads:</p> <p>You must not hang bird feeders, flower pots, washing, clothes, mats or rugs or any other object from the windows. 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.</p> <p>Amended clause reads:</p> <p>You must not hang bird feeders, flower pots, washing, clothes, mats, 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.</p>	<p>Clarifies that this is not acceptable from windows and balconies.</p>
<p>Amendment to clause 8.23</p> <p>Existing clause reads:</p> <p>You must not place any large discarded objects in the bin areas, for example washing machines.</p> <p>Amended clause reads:</p> <p>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.</p>	<p>This extends the clause to include garden objects and waste.</p>
<p>Additional clause</p> <p>You must not leave refuse bags/sacks or containers of recycling outside your front door or in the communal areas.</p>	<p>Specifically added to keep communal areas clear and to alleviate unpleasant smells and to comply with fire safety regulations.</p>
<p>Amendment to clause 8.29</p> <p>Existing clause reads:</p> <p>You must not allow or permit external window boxes or plants to be placed on any window sills.</p> <p>Amended clause reads:</p> <p>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.</p>	<p>This now states that you cannot fix things to the exterior walls to protect the property.</p>

Proposed amendment to your tenancy agreement	Reason for change and effect of proposed amendment
<p>Additional clause</p> <p>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 or rugs).</p>	<p>A new clause to help in tackling noise complaints between neighbouring flats.</p>
<p>Additional clause</p> <p>You must obtain the council’s prior written permission 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 previous clause.</p>	<p>This clause is added to make it explicit that tenants need to get permission to install laminate or any other type of hard flooring.</p> <p>Permission has been needed for this since 2010.</p> <p>Laminate or wood flooring can increase the transmission of noise between flats and tenants who live in neighbouring flats are affected by noise.</p> <p>For tenants who live in a flat that have already put this type of flooring down we won’t ask for its replacement unless there have been or are in future any noise complaints related to the flooring.</p>
Section 9: Ending your tenancy	
<p>Amendment to clause 9.3</p> <p>Existing clause reads:</p> <p>You must return all keys to the property to the Town Hall by 12 noon on the day you leave.</p> <p>Amended clause reads:</p> <p>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).</p>	<p>Clarification that these keys are part of the keys to the property. If these are not returned it can create problems with gas and electricity suppliers.</p>

Appendix 3



Crawley Homes – Conditions of Tenancy Review – Feedback Form

Your chance to tell us what you think of the proposed changes

We need to know what you think of the proposals so please read through the summary of proposed changes and then take a few minutes to put your comments on this form and return it to us in the enclosed reply paid envelope.

Alternatively visit www.crawley.gov.uk/tenants and fill in the feedback form on the website, email your views to TenancyReview@crawley.gov.uk or telephone **01293 438777** to leave your comments.

Please note: This form is for your comments only, so if you have a question please email or ring us.

Name	
Address (Optional)	

Most of the proposed changes aim to clarify the wording of specific clauses to ensure both tenants and officers understand the rights and responsibilities the clauses cover. We feel that this applies to the proposals for the definitions and section 1, 2 and 3.

Do you think the proposed changes to sections 1, 2 and 3 help to make the tenancy agreement clearer?

Yes No

Do you have any comments on the changes proposed to the above sections?

--

Section 5: Rent

Clause 5.4

Do you understand that the proposed change spreads your rent payments across the whole year and the change itself will not increase your rent?

Yes No

Do you have any comments about any of the proposed changes to this section?

--

Section 6: The property (your home)

Clauses 6.2, 6.7 and 6.8

Do you think the proposed changes will help us to tackle tenancy fraud and make sure that the right people are living in our homes?

Yes No

Do you have any comments about any of the proposed changes to this section?

Section 7: Repairs, improvements and alterations to your home

Do you have any comments about the proposed changes to this section?

Section 8 : Living in your community - Community responsibilities for those living in blocks of flats or maisonettes

Additional clauses

Do you understand that this clause does not ban laminate or hard flooring in flats, but is intended to draw attention to the noise problems that it can create and help us to resolve any problems?

Yes No

Do you have any comments about any of the proposed changes to this section?

Are there any other comments about the proposed changes that you wish to make?

Please send your form back by Monday 12 August.

Thank you for taking the time to complete this form. Your feedback is important to us.

Appendix 4

Tenancy Consultation Feedback Summary

The tenancy agreement consultation lasted for 28 days allowing time for tenants to review the proposals and feedback any comments or questions which they may have. To assist tenants with this process a variety of options were created for them to provide their feedback;

- Completing the feedback form and returning this in the pre-paid envelope;
- Completing the form on-line and e-mailing the form back to a dedicated e-mail address set up to receive all e-mails relating to the consultation.
- Calling a dedicated telephone line to leave comments.

The feedback generated a number of queries which the Tenancy Review Group reviewed and responded to either by letter, telephone call or face to face meetings ensuring any queries were dealt with and issues clarified.

In addition, a small number of tenants contacted the Council to highlight that they were unable to understand the proposals and required further assistance. In response to this, Officers delivered a small face to face session working through the proposed changes step by step to ensure the tenants understood the proposals and were in a position to give informed feedback.

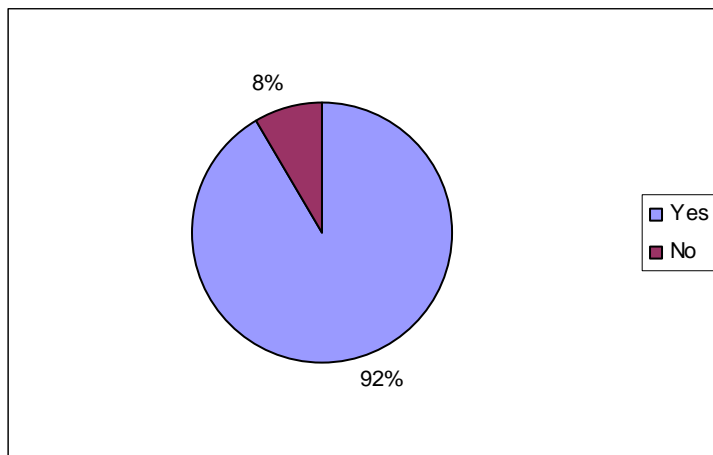
By the end of the consultation 635 responses had been received together with a number of comments. Every response has been logged and the responses have been analysed to gauge whether tenants support or are against the proposals.

Overall 94% of tenants are in favour of the proposals and 6% are against. A breakdown of the responses are detailed below;

MOST OF THE PROPOSED CHANGES AIM TO CLARIFY THE WORDING OF SPECIFIC CLAUSES TO ENSURE BOTH TENANTS AND OFFICERS UNDERSTAND THE RIGHTS AND RESPONSIBILITIES THE CLAUSES COVER. WE FEEL THAT THIS APPLIES TO THE PROPOSALS FOR THE DEFINITIONS AND SECTIONS 1, 2 AND 3.

DO YOU THINK THE PROPOSED CHANGES TO SECTIONS 1, 2 AND 3 HELP TO MAKE THE TENANCY AGREEMENT CLEARER?

YES	560	92%
NO	52	8%



THERE WERE 61 COMMENTS ON THIS SECTION. COMMENTS INCLUDED;

'Nice to see an update on this to remind tenants who haven't looked at their tenancy agreement for years.'

'It seems a lot clearer and easier to understand.'

RENT

CLAUSE 5.4

DO YOU UNDERSTAND THAT THE PROPOSED CHANGE SPREADS YOUR RENT PAYMENTS ACROSS THE WHOLE YEAR AND THE CHANGE ITSELF WILL NOT INCREASE YOUR RENT?

YES	580	94%
NO	38	6%

THERE WERE 109 COMMENTS ON THIS SECTION. COMMENTS INCLUDED;

'I think it's a good thing because it makes the rent less each week.'

'I would like to keep 'rent free' weeks. It's nice to have a little extra cash sometimes.'

'I have been a council tenant for over 40 years and prefer rent free weeks.'

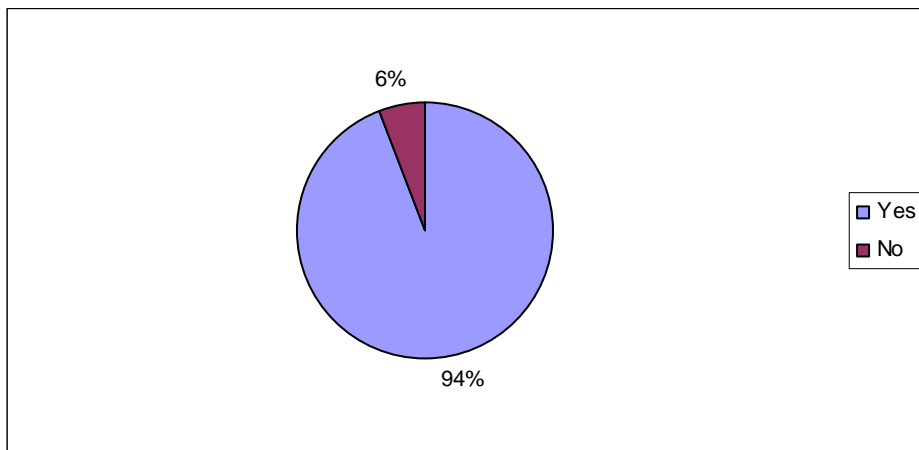
'This is probably in line with most other Borough Councils.'

'Can't think why it wasn't done earlier. Simplifying any accounts can only speed up the working progress.'

**THE PROPERTY (YOUR HOME)
CLAUSES 6.2, 6.7 AND 6.8**

**DO YOU THINK THE PROPOSED CHANGES WILL HELP US TO TACKLE
TENANCY FRAUD AND MAKE SURE THAT THE RIGHT PEOPLE ARE LIVING IN
OUR HOMES?**

YES	576	94%
NO	36	6%



THERE WERE 65 COMMENTS ON THIS SECTION. COMMENTS INCLUDED;

'Anything that will help stop fraud is good.'

'This is an excellent idea, there needs to be an accurate record of who is living in 'council property.'

'If someone wants to commit tenancy fraud they will find a way. But the changes go a long way to help solve the problem.'

**REPAIRS, IMPROVEMENTS AND ALTERATIONS TO YOUR HOME.
DO YOU HAVE ANY COMEMNTS ABOUT THE PROPOSED CHANGES TO THIS
SECTION?**

THERE WERE 81 COMMENTS ON THIS SECTION. COMMENTS INCLUDED;

'Makes everything clear.'

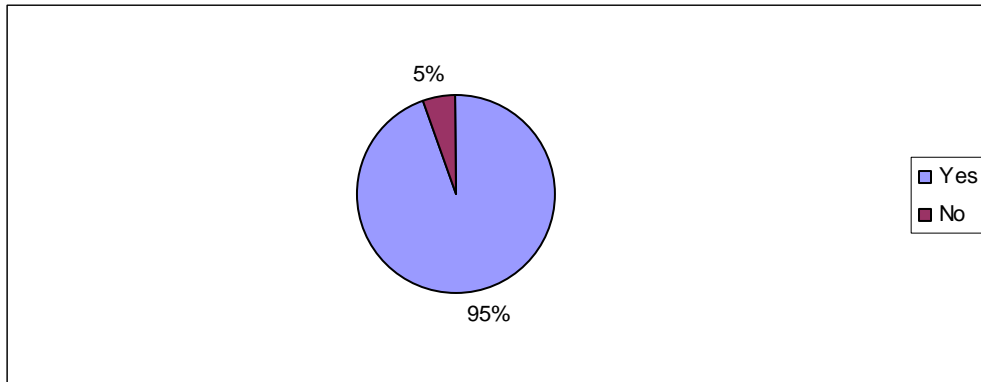
'This seems very reasonable.'

'I am happy with these proposed changes in this section as well.'

**LIVING IN THE COMMUNITY – COMMUNITY RESPONSIBILITY FOR THOSE
LIVING IN BLOCKS OF FLATS OR MAISONNETTES.
ADDITIONAL CLAUSES**

DO YOU UNDERSTAND THAT THIS CLAUSE DOES NOT BAN LAMINATE FLOORING IN FLATS, BUT IS INTENDED TO DRAW ATTENTION TO THE NOISE PROBLEMS THAT IT CAN CREATE AND HELP US TO RESOLVE ANY PROBLEMS?

YES	516	95%
NO	29	5%



THERE WERE 65 COMMENTS ON THIS SECTION. COMMENTS INCLUDED;

'Yes it a good thing to people that live under you to keep noise down.'

'I agree. Laminate flooring in flats upstairs is not suitable.'

'Great changes that make life better/easier for everyone.'

ARE THERE ANY OTHER COMMENTS ABOUT THE PROPOSED CHANGES THAT YOU WISH TO MAKE?

There were 78 additional comments received. These were largely positive and included comments such as;

'At last – the tenancy agreement was confusing & now they are certainly clearer. Well done.'

'Overall I think the changes clarify the tenancy agreement.'

'I think the changes will help.'

'We the tenants are very fortunate to have such a good Council to look after us so well. Thank you!'

'All the proposed changes that you have made seem to be appropriate & correct at this time.'

'Only to say thank you for the whole work you are doing to see that we have better housing facilities. Thank you.'

Tenancy Agreement

Crawley Borough Council

This is your tenancy agreement, the legal contract that sets out the conditions of your tenancy. It also sets out the council's responsibilities as your landlord and your responsibilities as a tenant. By signing this agreement you are saying that you understand and accept the conditions of the tenancy. It is important that you understand that if you break any of the terms of this contract you could lose your home. If you would like help to understand this agreement please contact a Housing Officer on 01293 438000 or email: housing.news@crawley.gov.uk

www.crawley.gov.uk

Introductory/Secure Tenancy Agreement

This is a legal contract describing the conditions of a tenancy between:

(1) **Crawley Borough Council**, Town Hall, The Boulevard, Crawley, West Sussex. RH10 1UZ
and

(2) **the tenant(s) named below** and who have signed below in relation to the property described below:

Full name of Tenant(s):

.....
.....

Address of property (your home):

.....
.....

Type of property: House Flat on Floor Maisonette Other:

.....

Number of bedrooms: 1 2 3 4 5 Other:

Garden: No garden Front garden Rear garden Storage room number.....

Permitted number of persons:

Start date of tenancy: (Day of week), DD :/ MM :/ YY

Type of tenancy at start of tenancy: Introductory tenancy Secure tenancy

For introductory tenants only: The date your tenancy will become a secure tenancy is (unless Crawley Borough Council has taken steps to extend or end your tenancy as set out in this tenancy agreement):

..... / /

Total weekly rent at the start of the tenancy: £.....

Declaration:

I /we have read and understood this tenancy agreement. I/we agree to the terms and conditions of this tenancy agreement. (If you are joint tenants please ensure that you both sign the agreement)

Signed Print full name

Signed Print full name:

Signed Print full name:

Date DD :/ MM :/ YY

I confirm that the council has granted a weekly tenancy to the above mentioned tenant(s) subject to the conditions set out in this tenancy agreement and that the start date is as set out above.

Signed Print name

Date:.....(Housing Officer on behalf of Crawley Borough Council)

This tenancy agreement has been used by Crawley Borough Council since

Definitions

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.

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 2, but does not include any common areas.

Secure tenancy

In the context of this tenancy agreement this means a secure periodic weekly tenancy granted under the Housing Act 1985. A "secure tenant" and other similar terms should be construed accordingly.

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 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, subtenants, 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 secure tenancy under the terms of 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 review 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 set out in the agreement are intended to replicate the rights and obligations established by statute, such as by the Housing Act 1985, part 1V. 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 or where the statute gives the council a discretion.

2. Introductory tenancies

2.1 An introductory tenancy is a tenancy for a trial period for the first 12 months (unless it is extended as described below). Introductory tenants have fewer rights than a secure tenant.

2.2 If you break any of the terms or conditions of this tenancy agreement, the council may decide to apply to the County 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 serve you with a Notice to Terminate the tenancy 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 you will automatically become a secure tenant at the end of introductory period.

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 s/he 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. Rights of a secure tenant

3.1 As a secure tenant the council can only end your tenancy by obtaining and enforcing a County court order for possession. In most cases, the court will only grant a possession order in relation to a secure tenant if it is satisfied that it is reasonable to do so.

3.2 The 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 a secure tenancy the council may end it by giving you four weeks notice to quit.

3.3 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.

3.4 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 secure 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 If your tenancy started before 1 April 2012 then succession rights are limited to those allowed by s87 of the Housing Act 1985 before it was amended on that date. In general this means that on your death your tenancy may pass to:

- a) Your husband, wife or civil partner if s/he occupied the property as his/her only or principal home at the time of your death.
- b) In the absence of such a succession, a family member if s/he occupied the property as his/her only or principal home at the time of your death and resided with you throughout the period of twelve months ending with your death.

3.7 If your tenancy started on or after 1 April 2012 but before 1 April 2013 then a person may succeed to your tenancy in accordance with s86A(1) of the Housing Act 1985 but if there is no person qualified to succeed under s86A(1), then a family member may succeed to your tenancy pursuant to s86A(2) following the same rules for family member succession as were contained in s87 of the Housing Act 1985 before it was amended on 1 April 2012.

3.8 If your tenancy started on or after 1 April 2013 then succession rights are limited to those allowed by s86A(1) of the Housing Act 1985. In general this means that on your death your tenancy may 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 s/he 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.

3.9 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.

3.10 In certain circumstances, you have the right to exchange your tenancy with another tenant

4. Demoted tenancies

4.1 If you, any member of your household or any visitor/s cause anti-social behaviour the council may apply to the County court to have your secure tenancy changed to a demoted tenancy. If the council decides to apply to the court for an order to demote your tenancy, it will give you a notice of its decision and details of your right to request a review.

4.2 If the council successfully obtains a court order demoting your tenancy this will mean that your tenancy is no longer a secure tenancy and you will only have the rights of an introductory tenant.

5. 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 4 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 Rent falls due on a Monday and it must be paid in advance. You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly. However, the council will not consider that your rent account is in arrears if payment is made and received before close of business on the Friday in the week that it is due.

5.5 You can pay your rent in any of the following ways: by direct debit, by standing order, by debit or credit card, by internet banking, by cheque, by cash payment and by PayPoint. The council will charge you a fee for any payments made by credit card and the fee may change from time to time depending on what fee the council is being charged by your credit card provider.

(For more information about payment methods and current credit card charges please ask your Housing Officer).

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.

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.

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.

6. The property (your home)

6.1 You must occupy the property as your only or principal home. If you no longer occupy the property as your main or principal home then the council may end your tenancy.

6.2 The council conducts audits of the properties it rents to tenants. If requested by a Housing Officer 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 leave your home for one month or longer you must notify your Housing Officer in writing of:

- (a) the dates of your absence and
- (b) the name and contact details 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 2).

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.

6.7 If you are a secure tenant you may take in lodgers providing you do not have more people living in your home than the permitted number allowed, as detailed on page 2. 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.)

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 2. 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 sublets 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 any part of your home.)

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.

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 of your household and kept on a lead when in common areas.

6.12 You must not keep any animal which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or others living in the locality of your home. Examples of this include, but are not limited to: allowing your animal to persistently foul in an inappropriate place, straying, barking, creating an offensive smell, inadequate control or creating any kind of health hazard. In these instances, the council may withdraw its permission for you to keep the animal/s and you must then remove it/them from your home.

6.13 You must comply with the terms of the Control of Dogs Order 1992, whereby all dogs in public places are required to wear a collar with identification attached to it, including the owner's name and address.

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

6.15 In cases of cruelty to animals or where the animal is causing a nuisance, annoyance or disturbance to others, the council may give you written notice requiring you to remove it from your home. The council may also report these cases to the RSPCA or the Police

6.16 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.

6.17 You are responsible for your personal property and the decoration of your home and it is your responsibility to take out insurance to protect them. The council is not responsible for the loss or damage of any personal property (whether they belong to you or someone else) no matter how they become damaged or lost unless the damage or loss is caused by the council's negligence.

(Note: The Council strongly advises that you take out and keep current contents insurance that covers the contents of your home, including outbuildings 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)

6.18 You must allow council employees, their contractors, agents or other statutory bodies to enter you home at all reasonable hours to inspect your home or carry out any works.

6.19 You must ensure their safe passage for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason including the annual gas safety inspection.

6.20 You must not allow an accumulation of personal property to prevent or obstruct any inspection conducted by or on behalf of the Council, or cause structural damage to the property or pose an environmental health risk. You will be asked to dispose of excess items if you cause such risks. If you refuse to dispose of excess items the council may enforce clearance by obtaining a court order.

(Note: If you do not allow access to your home you could be putting yourself and your 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.)

6.21 The council will give you at least 24 hours notice of intended entry to your home by its employees/contractors or agents (except in cases of emergency, see 7.5).

6.22 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.

6.23 You must have any chimneys in use swept at least once a year

6.24 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.

6.25 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.

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

7. Repairs, improvements and alterations to your home

The right to repair

7.1 Some repairs are covered by regulations, which mean 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 Tenant 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.

7.4 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.

7.5 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.

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

7.7 You have the right to carry out alterations, additions or improvements to your home provided you get prior written permission from the council. Alterations and additions include any alterations to the gas or electrical installations (such as those in 7.8). 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.

7.8 You are responsible for arranging an annual service of your own gas fired appliances and accompanying flues where the council has not accepted responsibility. You must provide the council with service certificates upon request.

7.9 The council 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.

7.10 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.

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

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.

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.

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.

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

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

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

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).
- 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 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.

8.6 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 8.4 and 8.5.

8.7 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.

8.8 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 inflammable material within the property (meaning the house, flat or maisonette in which you live) or in common areas, except for those required for general household use. Bonfires are not permitted.

8.9 Within the boundary of the property, motor vehicles must be parked on a council approved hardstanding. Prior written permission must be sought from the council before parking a trailer, caravan or boat on a hardstanding.

8.10 You or any member of your household or any visitors must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for other vehicles, including emergency vehicles, or cause a nuisance to others.

8.11 You or any member of your household or any visitors must not cause or allow an obstruction to any garage, rights of way, roads, footpaths or access routes across your home, in common areas, shared areas or in the Neighbourhood.

8.12 You or any member of your household or any visitors must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

8.13 You or any member of your household or any visitors must not park the following vehicles on the property (including any garden), common areas, shared areas, or on council-owned land within the vicinity of your home:

- Goods vehicles of more than 1500 kg (unladen weight).
- Unroadworthy or dangerous vehicles.
- Vehicles without a road fund licence (tax disc) or a valid MOT. (*except as provided for in 8.14*)

8.14 You or any member of your household or any visitors must not park any SORN registered vehicles on common areas, shared areas, or on council-owned land in the vicinity of your home and may only park such vehicles within the boundary of the property on a council approved hardstanding.

8.15 You or any member of your household or any visitors must not abandon vehicles in the neighbourhood in which your home is situated. The council will take steps to remove such vehicles and then charge the costs of removal to the registered owner.

8.16 You must exercise care in the maintenance of your vehicle to ensure it does not spoil the appearance of the area, e.g.: oil spillage. The cost of any such remedial work will be charged to you.

8.17 You or any member of your household or any visitors must not drive across a kerb to access the property unless it has been lowered in accordance with the regulations of the Highway Authority.

8.18 You are only entitled to strip down or repair vehicles at the property that are regularly used by you or your household. You or any member of your household or visitors must not repair vehicles on any common areas, shared areas, or on council owned land within the vicinity of your home.

8.19 You or any member of your household or any visitors must share the use of any driveway that gives access to both your home and an adjoining property with the occupants of that adjoining property. The driveway must not be blocked in any way, for example, by parking a vehicle or by fencing off part of it.

8.20 You or any member of your household or any visitors must not park a vehicle 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.

Community responsibilities for those living in blocks of flats or maisonettes

8.21 You or any member of your household or any visitors must not smoke in the common areas of the building.

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

8.23 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.

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).

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

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

8.28 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).

8.29 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.

8.30 You must not hold or permit any sale or auction at your home or on common areas without prior written permission from the council.

8.31 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.

8.32 Common areas must be kept clear to 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 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.

(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.)

8.33 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 or rugs).

8.34 You must obtain the council's prior written permission 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 previous clause.

9. Ending Your Tenancy

Your responsibilities when ending your tenancy

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 on the day of the week on which your tenancy commenced (e.g. if your tenancy commenced on a Monday, the notice to quit must expire on a Monday).

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 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).

9.4 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.

9.5 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.

9.6 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.

The following applies to introductory tenants only

9.7 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.
- Where the sole tenant dies and there is no person who is eligible to succeed to the tenancy.
- If you abandon the property, or sub-let or leave the property without giving the council vacant possession. In this case, the steps the council may take include serving you with a 'notice to quit' or other appropriate notice on you at your last known address.

The following applies to secure tenants only

9.8 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, the council may give you written notice that it intends to apply to the court for an order of possession on one or more of the grounds set out in the Housing Act 1985. (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 eligible to succeed to the tenancy.
- If you abandon the property, or sub-let or leave the property without giving the council vacant possession. In this case, the steps the council may take include issuing you with a 'notice to quit' or other appropriate notice at your last known address.

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

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. We will take legal action to obtain possession of your home in any such circumstance.

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