

Specimen



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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. 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:

**tenancy@ Crawley.gov.uk**

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)** and who have signed on page 17 in relation to the property described below:

Full name of Tenant(s):


Address of property  
(your home):


Type and size of property:

H	F	.....	F
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Number of bedrooms:

1	2	3	4	5
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Garden:

Y	F	R
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Permitted number of persons:

.....
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**the tenant(s)**





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2.

The following applies to introductory tenants only.

- 2.1 An introductory tenancy is a tenancy under the Housing Act 1996 for a trial period for the first 12 months (unless it is extended as described below).
- 2.2 If you break any of the terms or conditions of this tenancy agreement, the council may decide to apply to the court for a possession order. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted. Before the council applies to the court, it will give you a notice of its decision and details of your right to request a review of its decision. The council can ask the court that you pay the council's legal costs if it makes an application to the court.
- 2.3 The council may decide to extend the introductory tenancy trial period if you breach any of the terms or conditions of this tenancy agreement. Before the council extends your trial period, it will give you a notice of its intention to do so and this notice will include details of your right to request a review of its decision.
- 2.4 If you keep to the terms and conditions of this tenancy agreement and the council has not started possession proceedings during the introductory period, then at the end of the introductory tenancy, your tenancy will automatically become a flexible tenancy for a fixed term of **12 months**.
- 2.5 Succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to your husband, wife or civil partner if he/she occupied the property as his/her only or principal home at the time of your death. This is called 'succession'. If you do not have a husband, wife or civil partner the tenancy can pass on to a member of your family who occupied the property as his/her only or principal home at the time of your death if they also resided with you throughout 12 months immediately before your death. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.

- 2.6 As an introductory tenant you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.
- 2.7 Whilst your tenancy is an introductory tenancy, you do not have the right to buy your property or to exchange your property with another tenant.
- 3.1 Your flexible tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be secure, the council may take steps to end it.
- 3.2 If you break any of the tenancy conditions during your flexible tenancy the council will take action and may apply to the court to evict

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

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**6.25** You must take adequate care and precautions when bringing, storing, charging or using power scooters or other devices used to aid mobility



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**8.1** The council will not tolerate anti-social behaviour and will investigate all reported cases of nuisance or harassment. The council will take appropriate and proportionate action against perpetrators.

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

**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 Crour hn Lang (entocishoppCID paa



- 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,

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

- (a) Giving you not less than six months' written notice:
  - (i) stating that the council does not propose to grant another tenancy on the expiry of the flexible tenancy,
  - (ii) setting out our reasons for not proposing to grant another tenancy, and
  - (iii) informing you of your right to request a review of our proposal and of the time within which such a request must be made.
- (b) Giving you not less than two months' written notice stating that the council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
- (c) Carrying out any review that you seek.
- (d) Obtaining a court order.

**9.14** If your fixed term tenancy has ended and it was not secure when it ended then you may be a trespasser.

**9.15** If your fixed term tenancy was secure when it ended but has subsequently ceased to be secure then you may become a trespasser after service by the council of a notice to quit.