

# Apex apartments

## Introductory/Flexible Tenancy Agreement

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:

**housing.news@ 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) named below and who have signed on page 21 in relation to the property described below:

Full name of Tenant(s):		
Address of property (your home):		
	Postcode:	
Type and size of property:	Flat on ..... floor	Number of bedrooms: 1 <input type="checkbox"/> 2 <input type="checkbox"/>
Garden:	No garden	
Parking:	Parking: Right to use allocated car parking space (see plan) <input type="checkbox"/>	No allocated parking and no right to park in the car park / on site <input type="checkbox"/>
Permitted number of persons:	.....	

**This tenancy is either** (the Housing Officer will tick the appropriate box) –

- An introductory weekly periodic tenancy under the Housing Act 1996 which will last for one year from \_\_\_\_ / \_\_\_\_ /20\_\_, unless extended. Provided the council has not started possession proceedings during the introductory period it will automatically become a **five year fixed term flexible tenancy** under the Housing Act 1985 which will start on the day after the introductory tenancy period ends.
- A five year fixed term flexible tenancy** under the Housing Act 1985 from \_\_\_\_ / \_\_\_\_ /20\_\_ .

Total weekly rent at the start of the tenancy:

£
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# Definitions

## Apex Apartments

### **allocated car parking space**

One numbered car parking space in the car park allocated from time to time by the council for the purpose of parking a private motor vehicle. This does not form part of the property included in the tenancy agreement and may not be included in a right to buy purchase.

### **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 or the neighbourhood in which your home is situated. 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.

### **balcony**

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

### **the building**

The Apex, Crawley shown edged [red] on the plan.

### **car park**

The car park in the basement of the building.

### **common areas**

All parts of the building which all tenants and leaseholders share, for example, the hallways, stairs, shared landings, shared gardens and car park.

### **the council**

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

### **Crest**

Crest Nicholson Operations Limited or its successors. Crest Nicholson are the freehold owners of the Apex, Crawley.

### **fixtures and fittings**

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

### **flexible tenancy**

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

### **home user guide**

A guide to your new home containing useful information (such as contact telephone numbers) but it does not form part of this tenancy agreement.

### **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 your home.

**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.

**management company**

The Apex (Crawley) Management Company Ltd or its successors. The management company has been incorporated for the purposes of managing and maintaining the building. The management company can appoint a managing agent to manage the property on a day-to-day basis.

**neighbourhood**

The local area where you live, for example, West 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 / premises / your home**

The flat in which you live as set out on page one, not including any common areas.

**retained parts**

The parts of the building that are not included within the flat you rent and are not separately let to other owners or occupiers. It is Crest’s and/ or the management company’s responsibility to repair and maintain these parts, and the council has to contribute towards the cost of their cleaning, maintenance, repair and improvement.

**service media**

The existing and future pipes, wires, cables, fibres, ducts, flues, vents, conduits, drains, sewers, ditches, watercourses, and other service media designed for the passage of water, soil, gas, electricity, air conditioning, heating, telephone, communications and other services (as the case may be) and all related chambers, tanks or other infrastructure and any structure designed for the housing or storage of plant, machinery and equipment to be used in connection with such service media (including but not limited to any electricity sub-station or pumping station) and including any water tanks and booster system and any storm water pumping installation and any solar panel system.

**sub-let / sub-tenant**

Giving another person (called the sub-tenant) the right to live in all or part of your home and charging them money to live there.

**tenancy agreement**

This agreement.

**Tenants’ handbook**

A handbook containing useful information (such as contact telephone numbers) but it does not form part of this tenancy agreement. Copies of the Tenants’ handbook are available on request from your Housing Officer.

**Tenancy policy**

Crawley Borough Council’s published Tenancy policy. A copy is available on the council’s website ([www.crawley.gov.uk](http://www.crawley.gov.uk)) or is available on request from your Housing Officer.

**terms and conditions**

All or any of the clauses of this agreement.

**Town Hall**

Crawley Borough Council’s offices at:  
Town Hall  
The Boulevard  
Crawley  
West Sussex  
RH10 1UZ

## written permission

A letter from the council giving you permission to do something. Where applicable, before granting any permission, the council may require permission from the management company or Crest. In such cases, any consent will only be given once the consent has first been obtained from them. *(Note: any permission sought, which can be granted by the council alone will not be unreasonably withheld but may be subject to reasonable conditions).*

## Permission needs to be sought before the activity takes place.

### you / tenant

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

### your household

You, your family and other persons living in your home including any adult family members, other adults, children under 18, lodgers, sub-tenants, and visitors.

# 1. Introduction

- 1.1 This tenancy agreement is a legal contract describing the terms and conditions of your tenancy and your rights and responsibilities as a tenant. If there is anything you do not understand please contact your Housing Officer or seek legal advice before you sign this contract.
- 1.2 This tenancy agreement describes either your introductory tenancy under the Housing Act 1996 or your flexible tenancy under the terms of the Housing Act 1985. **All the terms and conditions relating to introductory tenants set out in this agreement only apply to you if the box on page one is ticked stating that your tenancy will be an introductory tenancy under the Housing Act 1996 for the first year (unless extended).** Whichever tenancy you have, it is important for you to know that you have a number of rights and responsibilities.
- 1.3 It is important you understand that if you break any of the terms or conditions of this contract the council may commence legal proceedings against you. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted.
- 1.4 The definitions section sets out the meanings of words used in this tenancy agreement.
- 1.5 Unless the contrary is stated or implied the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as by the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the council a discretion.
- 1.6 Any reference to an Act of Parliament or regulation within this tenancy agreement includes any subsequent amendments to such legislation or regulations.

- 1.7 Where any term or condition of this tenancy agreement requires you to get written permission from the council, such permission will only be granted if written consent is first received from Crest and/or the management company if required. Any permission will not be unreasonably withheld but it may be given subject to reasonable conditions. (Note: any permission sought, which can be granted by the council alone will not be unreasonably withheld but may be subject to reasonable conditions).

## 2. Your introductory tenancy

Section two applies to introductory tenants only.

- 2.1 An introductory tenancy is a tenancy under the Housing Act 1996 for a trial period for the first 12 months (unless it is extended as described below).
- 2.2 If you break any of the terms or conditions of this tenancy agreement, the council may decide to apply to the court for a possession order. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted. Before the council applies to the court, it will give you a notice of its decision and details of your right to request a review of its decision. The council can ask the court that you pay the council's legal costs if it makes an application to the court.
- 2.3 The council may decide to extend the introductory tenancy trial period if you breach any of the terms or conditions of this tenancy agreement. Before the council extends your trial period, it will give you a notice of its intention to do so and this notice will include details of your right to request a review of its decision.
- 2.4 If you keep to the terms and conditions of this tenancy agreement and the council has not started possession proceedings during the introductory period, then at the end of the introductory tenancy, your tenancy will automatically become a flexible tenancy for a fixed term of **five years**.

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

- 2.6 As an introductory tenant you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.
- 2.7 Whilst your tenancy is an introductory tenancy, you do not have the right to buy your property or to exchange your property with another tenant.

## 3. Your flexible tenancy

- 3.1 Your flexible tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be secure, the council may take steps to end it.
- 3.2 If you break any of the tenancy conditions during your flexible tenancy the council will take action and may apply to the court to evict you. However, the council will not attempt to take possession of your home or take any other action without trying to discuss the matter with you beforehand.

- 3.3 If you die whilst your tenancy is a flexible tenancy, your tenancy will pass to your husband, wife or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if he/she occupied the property as his/her only or principal home at the time of your death. No other family member can succeed to your tenancy. If a joint tenant dies the tenancy will pass to the other joint tenant and this will count as a succession.
- 3.4 As a flexible tenant, and as long as your tenancy remains secure, you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.
- 3.5 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.
- 3.6 In certain circumstances you have the right to exchange your tenancy with another tenant.

## 4. Flexible tenancy review

- 4.1 The flexible tenancy is for a five year period and the council does not have to give you another tenancy when the fixed term ends. In the 12 months prior to the end date of the tenancy there will be a review. You will be required to submit financial, health and family composition information that will enable the council to make the decision whether to grant a new tenancy in accordance with the council's Tenancy policy, and if so, what length of tenancy to offer.
- 4.2 If it is decided not to grant you another tenancy on the expiry of the flexible tenancy, the council will give you at least six months' notice in writing. The notice will give the reasons for the decision and tell you about your right to request a review of the decision. If the council decides not to give you another tenancy the council can ask the court to make a possession order requiring you to vacate the property.

## 5. Rent

### Paying your rent

- 5.1 The term "rent" includes the weekly rent, service charges and any other weekly charges.
- 5.2 When you sign the tenancy you will be required to pay four weeks rent in advance.

### Your responsibilities

- 5.3 You must pay the rent and any other money owed to the council under this tenancy agreement.
- 5.4 You may pay your rent weekly or for any longer period such as fortnightly, four-weekly or monthly. Rent falls due on a Monday and it must be paid in advance. 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. Your weekly rent at the start of your tenancy is set out on page one of this tenancy agreement.
- 5.5 You can pay your rent in any of the following ways: by Direct Debit, by standing order, by debit or credit card, by internet banking, by cheque, by cash payment and by PayPoint. *(For more information about payment methods, please ask your Housing Officer).*

### Changing your rent

- 5.6 The council may vary the amount of rent at any time provided it gives you notice in writing at least four weeks before any change.

### Joint tenant responsibilities

- 5.7 Each joint tenant is responsible for the rent. The council can recover all arrears owed to it from any individual joint tenant. This means that even if one joint tenant leaves all tenants continue to be responsible for rent, arrears and tenancy charges.

## Difficulty in paying your rent

- 5.8 If you have any difficulty paying your rent you or someone acting on your behalf must inform the council immediately.
- 5.9 If you do not pay your rent, the council may apply to the court for a possession order that could ultimately result in the termination of your tenancy and everyone living in your home being evicted. The council can ask the court that you pay the council's legal costs if it makes an application to the court.

- 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. The property (your home)

### Living in your home

- 6.1 You must occupy the property as your only or principal home. If you no longer occupy the property as your only or principal home then the council may take steps to end your tenancy and seek possession. The property must be used for residential use only and be occupied by a single household.
- 6.2 From time to time the council conducts audits of the properties it rents to tenants. If requested by the council you must provide proof of your identity and anyone living with you.
- 6.3 You must make sure the council has your current telephone number at all times. If you have to leave your home for one month or longer you must notify your Housing Officer of a nominated key holder in case of emergencies before you leave.
- 6.4 To avoid statutory overcrowding you must not have more people living in your home than the permitted number (this is shown on page one).

### Criminal, illegal or immoral activity

- 6.5 You, members of your household or visitors must not carry out or use your home or any common areas for any criminal, illegal or immoral acts or allow your home or any common areas to be used 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

### Lodgers

- 6.7 If you are a flexible tenant you may take in lodgers providing you do not have more people living in your home than the permitted number allowed (see 6.4). *(Notes: If you do take in a lodger, you must let your Housing Officer know so that the council has a record of who lives in its properties. Such notification will be in addition to any notification that you may need to give the relevant authority that administers any welfare benefits you are claiming. If you are an introductory tenant, you do **not** have the right to take in lodgers).*

### Sub-letting

- 6.8 If you are a flexible tenant and want to sub-let part of your home, you must get prior written permission from the council before you do so. The council will not give permission for more than the permitted number of persons allowed to live there, as detailed on page one. You must not sub-let the whole of your home. *(Note: If you do sub-let part of your home you must let your Housing Officer know who the sub-tenant is so that the council has a record of who lives in its properties. If you are an introductory tenant, you do **not** have the right to sub-let all or part of your home).*

### Running a business

- 6.9 You must not run a business from your home and no trade or profession can be carried on in or from your home.

### Pets and animals

- 6.10 No pets are allowed. You cannot keep or allow any dog, bird, fish, cat or other animal or reptile in the building; this includes animals accompanying any visitors.

Guide dogs and other recognised assistance dogs will be allowed in the building but you must get written permission from the council to keep a guide dog or other assistance dog and such written permission is subject to the council first obtaining written permission from Crest and/or the management company.

### Personal property

**6.11** You are responsible for your personal property and the decoration of your home and it is your responsibility to take out insurance to protect them. The council is not responsible for the loss or damage of any personal property (whether they belong to you or someone else) no matter how they become damaged or lost unless the damage or loss is caused by the council's negligence. *(Note: The council strongly advises that you take out and keep current contents insurance that covers the contents of your home and third party damage to the contents of adjoining properties and personal injuries. The council has arranged a low cost contents insurance policy that is available for all tenants to apply for – see the tenants' handbook for further information).*

**6.12** 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. 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.

### Ventilation and heating

**6.13** 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. At no time shall the temperature within your home be allowed to fall below the freezing point of water.

### Using appliances and equipment

**6.14** 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.

**6.15** 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, the building or common areas.

### Windows and light

**6.16** You must fit and maintain curtains or blinds at the windows of your home, suitable for a residential dwelling.

**6.17** You must not display any flashing lights in your home that can be seen from outside.

**6.18** You must not stop-up, darken or obstruct any windows, lights or openings on or belonging to your flat and not knowingly permit any encroachment upon the flat or the acquisition of any new right to light, passage, drainage or other easement on, over or under the flat. You must let the council know of any threat of such encroachment or acquisition.

### Balconies

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

- Keep the balcony clean and tidy
- Not use any barbecue or other cooking equipment on the balcony
- Not play or use a radio, television set, music player, loudspeaker or other electric, electronic, mechanical, musical or other instrument on the balcony
- Not overload the balcony
- Not keep any plants on the balcony (other than in self-draining containers and ensure no damage to the balcony is caused by them)

- Not use a hosepipe on the balcony
- Not store any items on the balcony (including without limitation bicycles or boat paraphernalia) nor allow any refuse, rubbish or scrap to remain on the balcony
- Not make any alteration, improvement or addition to the balcony, including the addition of any matting, fencing or other decorative items, nor to alter the colour
- Not hang washing from the balcony.

### Motorbikes

- 6.20** You must not store or use mini-motos or quad-bikes within your home or common areas of the building and you must not cause, allow, permit or encourage any member of your household or any visitor to do so.

You must not store or use mopeds or motorcycles in the common areas of the building, except where you have an allocated parking space and you are using the access road to enable you to park your moped or motorcycle in that space.

You must not store mopeds or motorcycles within your home. You must not allow, permit or encourage any member of your household or any visitor to use or store mopeds or motorcycles in the building.

### Vehicles

- 6.21** You or any member of your household or any visitors must not park or leave any vehicle or motorcycle on the building except in a car parking space allocated to you. If you do not have an allocated parking space you or any member of your household or any visitors must not park or leave any vehicle or motorcycle on the building. Any fines or costs imposed on the council by the management company for improper parking by you, any member of your household or visitor will be recovered from you.
- 6.22** You or any member of your household or any visitors must not park or leave any trailer, caravan or boat or other similar thing on the building. If this happens, it shall be lawful for the council, Crest and/or the management company without prejudice to its rights hereunder to arrange for the removal of such item and to recover from you any costs incurred by them.

Any fines or costs imposed on the council by the management company for improper parking by you, any member of your household or visitor will be recovered from you.

- 6.23** You must not abandon any vehicle on any part of the building. If this happens, it shall be lawful for the council, Crest and/or the management company without prejudice to its rights hereunder to arrange for the removal of such vehicle and to recover from you any costs incurred by them.

- 6.24** 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.

### Access to your home

- 6.25** You must allow council employees, the council's contractors or agents, Crest, the management company, their agents or other statutory bodies to enter your home at all reasonable hours to inspect your home or carry out any works as per Schedule 1.

### Schedules

- 6.26** You must comply with the terms and conditions set out in the attached schedules.

## 7. Repairs, improvements and alterations to your home

### The right to repair

- 7.1** Some repairs are covered by regulations, which means that by law the council must carry out certain small, urgent repairs which are likely to affect your health, safety or security within specified timescales. (*For more information about your rights, please refer to the Tenants' handbook or contact your Housing Officer.*)
- 7.2** You must give clear notice that your home or common areas require repair. From February 2018 to January 2019 contact After Build Ltd. After January 2019 repairs can be reported to the council by telephone, in writing, via the website and by visiting the Town Hall. After

January 2019 some communal and structural repairs may need to be reported to the management company and if this is the case, contact details will be given to you.

### 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 must not overload floors or the electrical installations or the service media or other services of or to the flat. You must not suspend any excessive weight from the ceilings, walls or the structure of the building and you must not bring onto the building any article which is or may become dangerous to any part of the building or its occupants.

### Internal decoration

**7.5** You are responsible for decorating the inside of your home and ensuring you keep it in a clean and well-decorated condition:

- Every five years you must paint with at least two coats of good quality paint and/or otherwise treat with a suitable coating of preservative appropriate to the finish in a proper and workmanlike manner all parts of the property previously painted or treated or requiring to be painted or treated
- You must not apply textured coatings to the internal walls and ceilings of your home
- You must not decorate the outside of your front door.

**7.6** You must keep clean the internal and external surfaces of the front door of your flat and any balcony doors (including their frames) and windows (including their frames), any glass bounding any balcony, and any glass curtain walling and roofs. Crest and/or the management company at its absolute discretion from time to time, may undertake any or all of such cleaning and the council will recover this cost from you.

**7.7** You must immediately report any defects or damage to your home or communal areas. You must enable the council, Crest and/or the management company as appropriate to arrange for inspection and/or repair(s) to be carried out. See Schedule 2 for repairing responsibilities.

### Alterations and improvements

**7.8** You do not have the right to make alterations or improvements.

**7.9** You have the right to professionally fix picture-hooks, shelving, curtains and similar domestic items and equipment to the internal face of the external walls and load-bearing walls of the building provided they do not do anything which would have the effect of reducing sound insulation or compromising fire safety.

### Paying for works

**7.10** 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).

**7.11** You are responsible for any deliberate or negligent damage to your home or common areas caused by you, any member of your household or visitor and you must also take all reasonable measures to ensure that you, any member of your household or visitor do not cause wilful or negligent damage to your home or common areas.

This means you must arrange for and pay the cost of repairing any damage in your home. 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.

If you fail to repair to a good standard any deliberate or negligent damage to your home caused by you, any member of your household or visitor the council may carry out the repairs and you must pay the costs incurred by the council in carrying out those repairs.

The council will recover any costs from you, for repairing any deliberate or negligent damage to the common areas of the building caused by you, any member of your household or visitor.

### Away from home

**7.12** You must take all reasonable measures to ensure that when away from your home:

- The property is adequately secured to prevent unwanted access by people not invited by you to live there

- The property is adequately heated at all times
- You turn the water off at the mains if you will be away for a long period during cold weather.

## Smoke detectors

- 7.13** You are responsible for checking that smoke detectors are in working order and for maintaining any battery-operated smoke detector to make sure it is in good working order.

### The council's responsibilities

- 7.14** The council is responsible for most repairs to the inside of your home. Crest and/or the management company is responsible for structural repairs and repairs to communal areas. Please refer to Schedule 2.
- 7.15** The council is not required to carry out works or repairs for which you are responsible under the terms of this tenancy agreement.
- 7.16** 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.
- 7.17** 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.

## Consultation

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

## Rebuilding

- 7.19** The council is not required to rebuild or reinstate your home in the case of destruction, serious structural damage or deterioration.

# 8. Living in your community

## Nuisance and anti-social behaviour

### Council responsibilities

- 8.1** The council will not tolerate anti-social behaviour and will investigate all reported cases of nuisance or harassment. The council will take appropriate and proportionate action against perpetrators.
- 8.2** Malicious or false allegations made of anti-social behaviour may result in action being taken against the person making these claims.

### Your responsibilities

- 8.3** You are responsible for the behaviour of every member of your household and visitors to your home. This responsibility includes behaviour on surrounding land, in common areas of the building and throughout the neighbourhood in which your property is situated.
- 8.4** You must not engage in anti-social behaviour in your home, in the building 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 employees of the council, Crest, the management company, their 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, contractors, Crest or the management company
- Threaten violence against, harass, verbally abuse or intimidate any council employee or agent of the council, Crest or the management company or their agent 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
- Not to interfere with or obstruct any council employee or agent of the council, Crest or the management company or their agent in the performance of their duties
- 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 building or 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.

## Noise

- 8.6** You must not install or use in your home any machinery or apparatus which causes noise or vibration or which can be heard or felt outside of the property or which may cause structural damage.
- 8.7** You must not play any piano, radio, television set, music player, loud-speaker or other electric, electronic, mechanical, musical or other instrument of any kind nor shall any singing be practised in the property which could cause unreasonable annoyance at any time to any

occupiers of the other apartments or so as to be audible outside your home.

- 8.8** You must not install or use any electrical or other equipment in the flat without taking adequate measures to eliminate electrical or other interference to radio television or other broadcast reception.
- 8.9** You must not do or bring in or upon the property, or the building anything which may be or become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to the freeholder or the owners or occupiers of other flats or of any neighbouring or adjoining property.
- 8.10** 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, 8.5, 8.6 8.7,8.8 and 8.9.
- 8.11** The council may require that you pay for the cost of abating a nuisance and any works that may be necessary for abating a nuisance if you, a member of your household or visitors to your home are responsible for causing the nuisance.

## Flooring

- 8.12** The council requires you to keep all the floors in the property substantially covered with material suitable for reducing the transmission of noise (such as carpet with underlay).
- 8.13** You must obtain the council's prior written permission before you install floor tiles, laminate or wooden flooring or flooring of a similar nature. Permission will not usually be given for flats above ground floor. 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.

## Responsible use

- 8.14** 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.

## Environment

- 8.15** You, any member of your household or any visitors must not keep or use bottled gas (portable gas space heaters), paraffin, petrol or any other flammable material within the building, meaning your flat and all common areas at Apex apartments. Bonfires are not permitted.
- 8.16** You must not deposit, treat, keep or dispose of any waste, pollutant, contaminant or any substance or article of a toxic, dangerous, hazardous, noxious or offensive nature in the building. You must make sure that at all times your flat is kept free of contamination from such substances or articles.
- 8.17** You must keep all service media and drainage protected from frost and free from obstruction. You must not put or throw any baby, toilet or wet wipes or any dirt, rubbish, rags, oil, grease, other damaging material or substance or other refuse or allow the same to be thrown into sinks or basins, lavatories, cisterns, waste or soil pipes or any other service media in the property.
- 8.18** You must not obstruct or interfere with any manhole cover or any such access point on any part of the building.

## Bicycles

- 8.19** Bicycles must be stored in the areas designated for cycle storage. They are not to be stored in communal hallways, on balconies or other common areas.

(We strongly recommend that any bicycle stored on the estate should be insured against theft, loss or damage to its full replacement value. Neither the council, Crest nor the management company shall have any liability for any theft, loss or damage).

## Behaviour in common areas

- 8.20** You or any member of your household or any visitors must not use any barbecue or other cooking equipment in any common areas of the building.
- 8.21** You or any member of your household or any visitors must not play or use a radio, music player, loudspeaker or other electric, electronic, mechanical, musical or other instrument so as to cause a nuisance in the common areas of the building.
- 8.22** You must not operate remotely piloted aircraft systems, or unmanned aerial vehicles or drones or similar on or over any part of the building.
- 8.23** You must not obstruct or allow anything to obstruct at any time any roads, pavements, footways, cycleways, accessways, the car park, entrances, stairways, lifts, corridors or any openings of whatsoever nature at the building.
- 8.24** 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.
- 8.25** You must not throw food, refuse or any other object from a window.
- 8.26** You must not display or hang bird feeders, plant pots, washing, clothes, mats, window boxes, clothes, washing, aerials, satellite dishes (or any similar telecommunication transmission or reception apparatus) or any other object from the property including any balcony.

- 8.27 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.
- 8.28 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.
- 8.29 You must not feed or encourage others to feed birds or other wildlife on any part of the building and you must comply with any bird or rodent management strategies or plans.

### Smoking in common areas

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

### Refuse

- 8.31 You must place all refuse, rubbish or scrap in the refuse and recycling bins provided in the refuse collection areas (bin stores). You must securely bag all rubbish before putting it in the refuse and recycling bins.
- 8.32 You must keep all refuse, rubbish or scrap in suitable containers in your home and dispose of it in the in the refuse and recycling bins within the building at least once a week.
- 8.33 You must not place any refuse, discarded objects or other materials on the building or on the roads, pavements, footways, cycleways, accessways or other land next to the building. for example washing machines and other furniture. This includes the bin store except for household waste in the waste and recycling bins. The council, Crest and/or the management company may remove and/or dispose of any such objects. The council may recover the costs of removing and disposing of such objects from you.

### Lifts

- 8.34 You must not interfere with the lift system or wedge lift doors open as this can affect the efficiency of the system. You must comply with weight restriction in lifts and not overload it.

### Notices

- 8.35 You must not place or display, on or in your home, any name, writing, notice, placard, poster, sticker or sign that is visible from outside.
- 8.36 You must not hold or permit any sale or auction at your home or on common areas.

### Fire safety

- 8.37 Common areas must be kept clear to enable emergency evacuation. 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 cannot have a doormat outside of your front door. You must not obstruct access to any fire equipment or means of escape in the building.

You are responsible for contacting the council immediately if you become aware of any such obstruction. **The council, Crest and/or the management company or their agents may remove and/or dispose of any objects found there.** If one or more items of your personal property that are obstructing common areas are removed and/or disposed of, you must pay for the cost of removal and/or disposal. *(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).*

- 8.38 You must comply with all the requirements and recommendations of the building insurers and the fire authority in relation to the building and your home.

## 9. Ending the tenancy

### How you can end your tenancy

#### Introductory tenants

- 9.1** If you intend to end your tenancy, you must give the council at least 28 days' written notice (called 'notice to quit'). The notice to quit must expire either on a Monday or on the day of the week on which your tenancy commenced (e.g. if your tenancy commenced on a Wednesday, the notice to quit can expire on a Wednesday).
- 9.2** Once you have given 'notice to quit' you must allow council staff access to the property (at a pre-arranged date) for an inspection. In some cases this will involve prospective new tenants accompanying council staff.
- 9.3** If you are joint tenants either of you can end the tenancy by giving the council notice to quit (see 9.1). This will end the tenancy for all joint tenants regardless of who has given the notice.

#### Flexible tenants

- 9.4** You can end your tenancy at any time by giving the council at least 28 days written notice, or any such shorter period as the council may in writing allow, to expire on a Monday and the fixed term will then end on that date. In the case of joint tenants, one tenant can end the tenancy by giving the council notice in the same way, regardless of the views of any other joint tenant(s). This right:
- May also be exercised by a fixed term tenant who was granted a flexible tenancy but whose tenancy is no longer secure.
  - Is in addition to the statutory right of termination given by s.107C of the Housing Act 1985.
  - Does not affect the right of either you or the council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

- 9.5** Once you have given a notice under 9.4 you must allow council staff access to the property (at a pre-arranged date) for an inspection. In some cases this will involve prospective new tenants accompanying council staff.

### How the council can end your tenancy

#### Introductory tenants

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

#### Flexible tenants – during the fixed term

##### **Statutory grounds**

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

##### **Break notice**

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

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

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

### **Forfeiture**

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

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

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

### **Flexible tenants – after the fixed term**

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

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

and of the time within which such a request must be made.

- (b) Giving you not less than two months' written notice stating that the council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
- (c) Carrying out any review that you seek.
- (d) Obtaining a court order.

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

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

### **The following applies to both introductory and flexible tenants**

#### **Notice**

**9.16** Any notice the council wants to serve on you (including a notice to quit, forfeiture notice, break notice or any other statutory notice) and any court proceedings may be served personally or by first class post addressed to you at the property or your last known address. The council may also leave any notice at the property by posting it through the front door or otherwise by affixing it to a conspicuous part of the property. Delivery of a notice as described in this paragraph will constitute good and proper service.

#### **When you leave**

**9.17** When you move out of the property you must return all keys to the property to the Town Hall by 12 noon on the day you leave.

**9.18** You must leave the property, including any garden, in a clean and tidy condition, clear of all personal property, furniture and rubbish. Any personal property left will be cleared by the council and you must pay the costs incurred by council in clearing the property.

- 9.19** You must repair any damage (however caused) prior to leaving the property. If you fail to repair any damage prior to leaving the property, you must pay the costs incurred by the council in carrying out those repairs.

## 10. False statement

### **Your responsibility**

- 10.1** You or someone acting on your behalf must not make a statement:
- which you know is false,
  - which you thought could be false,
  - which involves you in any way in supplying information which may deceive an officer of the council or its agent in allocating you this property. The council will take legal action to obtain possession of your home in any such circumstance.

# Schedule 1

## Access to your home

- 1 You must allow council employees, their contractors, Crest, the management company, or their agents or other statutory bodies to enter your home at all reasonable hours and where necessary remain there to:
  - (i) to inspect the property to establish whether there has been a breach of any of the terms of your tenancy agreement;
  - (ii) to carry out work that is the responsibility of the council, Crest and/or the management company;
  - (iii) to inspect, clean, maintain, repair, alter, renew, develop or carry out any works to any neighbouring property or service media serving them where the same could not otherwise be conveniently carried out. The persons exercising such rights making good all damage caused to your home and causing as little disturbance as possible; and
  - (iv) for any other purpose connected with the interest of Crest in the building or its disposal, charge or demise.
- 2 You must ensure the safe passage of council employees, their contractors, Crest, the management company, agents or other statutory bodies for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason. *(Note: If you do not allow access to your home you could be putting yourself and your household and neighbours at risk and the council, Crest and/or the management company 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, Crest and/or the management company or their agents).*

- 3 Where possible you will have 24 hours notice if access to your home is needed (except in case of emergency).
- 4 Works will be completed as quickly and efficiently as possible.
- 5 The person accessing your home will cause as little physical damage, disturbance and inconvenience as possible.

## Emergency access

- 6 In an emergency, the council, Crest, the management company, their agents 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, Crest, the management company or any person authorised by 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.

# Schedule 2

## Repairing responsibilities

1 The council's repairing responsibilities are defined in the lease the council holds with Crest.

These include:

- (i) the plaster or plasterboard attached to:
  - i. the internal face of the exterior walls of the building but no other part of the exterior walls;
  - ii. the internal face of any structural supporting column but no other part of such column;
- (ii) the plaster or plasterboard comprising the ceiling of the premises but not the concrete slab or beams or cross-members to which it is attached;
- (iii) the upper surface of the floor but not the composite or acoustic layers or concrete slab or beams or cross-members;
- (iv) the entirety of all non-load bearing walls within the premises;
- (v) the inner half severed medially of any non-load bearing wall which divides the Premises from other parts of the Building;
- (vi) all internal windows and window frames and fittings;
- (vii) all fixtures, fittings and apparatus in the premises; and
- (viii) any Service Media that exclusively serve the premises.

but excluding:

- (ix) all external windows, window frames and any glass having the function of curtain walling;
- (x) the door giving access to the premises and the door frame surrounding it and any balcony doors and their frame.

2 Crest and/or the management company are responsible for maintaining the retained parts of the building.

These are all parts of the building not let or intended to be let and include:

- (i) the foundations, roofs, gutters, rainwater pipes, exterior and load bearing walls,

supporting columns, joists, beams, podium slabs and cross members;

- (ii) the balconies including the slab or decking, the guard rails, glass and grilles around the perimeter of the balconies and all screens separating apartments and the balcony doors including frames;
- (iii) the external windows, window frames and fittings and any glass having the function of curtain walling or roofs;
- (iv) the doors giving access to each of the apartments and the door frames, entrance doors and door frames, halls, landings, corridors, passages, staircases, lifts, and any floor coverings in any such elements of the building;
- (v) plant and store rooms and security and management accommodation serving the building;
- (vi) the cycle stores and refuse collection areas exclusively serving the building;
- (vii) all service media within the building (except any exclusively serving properties);
- (viii) fire escapes;
- (ix) all hard and soft landscaped areas grounds or recreation or amenity areas (and all boundary structures around any of them) including any benches, seats, ornaments, artwork, or sculptures, within the building and which do not form part of a demise of any unit;
- (x) all vehicular or pedestrian ways including any road, pavements, footways, cycleways, driveways, forecourts, access areas, ramps, gates and barriers;
- (xi) any 'mansafe' maintenance system or equivalent;
- (xii) all lighting systems, lighting columns and ancillary installations; and
- (xiii) the car park.

The retained parts of the building may from time to time be altered, but not so as to render access to the premises or the amenities of the building materially less convenient for residents.

# Schedule 3

## Allocated car parking

- 1 If you have been allocated a car parking space on page one of this tenancy agreement, the terms of this schedule apply.
- 2 You have the right to use one numbered car parking space in the car park for the purpose of parking a private motor vehicle, (it being acknowledged by you that the council, Crest or the management company may in its absolute discretion allocate an alternative car parking space in the car park, such discretion to be exercised only if required for proper management purposes including without limitation to facilitate provision of a disabled space to a disabled occupier.
- 3 Any allocated car parking space shall not be used for any purpose other than parking a private roadworthy motor vehicle, that is taxed and insured, not exceeding three tonnes in gross laden weight or motor cycle but not bearing any commercial sign or advertisement.
- 4 Any allocated car parking space may only be used by someone who lives with you or a visitor to your home.
- 5 You must not park any vehicle or motor cycle on the building except in the car parking space allocated to you. You may incur a fine if you park any vehicle in any other area of the building.
- 6 You must comply with any terms and conditions imposed by Crest or the management company regarding allocated car parking, this includes the use of any permits.
- 7 You must not park any trailer, caravan or boat or other similar thing on the building.
- 8 You must not carry out any works of repair or maintenance to or testing of motor vehicles in any allocated car parking space or on the building apart from any emergency repairs necessary in order to move the vehicle.
- 9 You must not wash or clean any motor vehicle in any allocated car parking space or on the building.
- 10 You must keep any allocated car parking space free from litter, rubbish, oil, waste and all other offensive matters or things; and promptly to clean any spillages or stains.
- 11 You must not allow oil, cellulose, fuel or other inflammable material to be stored in or on any allocated car parking space other than petrol and/or diesel fuel in the tanks of private motor vehicles for current use and not to decant petrol and/or diesel fuel from such tanks nor to fill the same in the building.
- 12 You must not allow any vehicle on the building to deteriorate to an unreasonable condition nor abandon any vehicle on any part of the building. If this happens, it shall be lawful for the council, Crest and/or the management company without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from you any costs incurred by them.