

Insecure Tenancy Agreement

Insecure Tenancy Agreement: Crawley Borough Council

This is a legal contract describing the conditions of an insecure tenancy between Crawley Borough Council, Town Hall, The Boulevard, Crawley, RH10 1UZ and the named insecure tenant(s) and Guarantors (if relevant) who have signed below, in relation to the property described below.

Name(s) of Insecure Tenants(s) _____

Address of Property:

Your rent card will set out the rent for your home.

There is a No Dogs agreement in place	Y / N
There is a No Animals agreement in place	Y / N
There is a No Storage in Loft policy in place	Y / N

Can you please:

1. **Read your new insecure tenancy agreement thoroughly so you are aware of its terms and conditions.**
2. **Sign one copy.**
3. **Keep one copy for your records.**

Agreement

The insecure Tenants

NB. If you are joint tenants please ensure that you both sign the agreement.

I / We confirm that I / we have read the insecure tenancy conditions contained in this statement and I / we understand that my / our entry into possession of the property constitutes conclusive evidence of my / our acceptance of these conditions.

I / We confirm my / our housing circumstances have not changed since I / we applied to the Council for housing dated: _____

Signed: _____ Print name: _____

_____ Print name: _____

Date: _____

The Guarantor

I confirm that I have read the insecure tenancy conditions in this statement, including specifically the provisions of Part 8 and I understand that my signature of this Agreement constitutes conclusive evidence of my acceptance of these conditions.

Signed: _____ Print name: _____

Date: _____

The Council

I confirm that the Council has granted a weekly insecure tenancy to the above mentioned tenant(s) subject to the conditions set out in this statement and that the start date of the tenancy is: _____

Signed: _____ Date: _____

(Housing Officer on behalf of Crawley Borough Council)

This insecure tenancy agreement has been used by the Council since
1 March 2004



1. Introduction

Insecure Tenancy Agreement: Crawley Borough Council

- 1.1 This is a legal contract describing the conditions of your insecure tenancy which sets out the Council's responsibilities as your landlord, and your responsibilities as an insecure tenant. If there is anything you do not understand please contact your Neighbourhood Housing Manager or seek legal advice. It is important that you understand that if you break any of the terms of this contract, the Council may commence legal proceedings which could result in you losing your home.
- 1.2 In this statement the term "Insecure Tenant" and "you" applies to all sole and joint insecure tenants. The term "Property" includes the accommodation occupied, all fixtures and fittings, plus any garden, shed, fence or wall, let with it under the insecure tenancy.
- 1.3 For the avoidance of doubt, this insecure tenancy is **not**

a secure tenancy as defined by the Housing Act 1985 or,
an introductory tenancy as defined by the Housing Act 1996, or,
an assured shorthold tenancy as defined by the Housing Act 1998
- 1.4 Any reference to an act of Parliament or regulation within this contract includes any subsequent amendments to such legislation or regulations.
- 1.5 The conditions of the insecure tenancy (with the exception of those implied by law), may be altered at any time by agreement in writing or by the Council serving a Notice of Variation on you. Before any Notice of Variation is served the Council will tell you that it intends to serve such a Notice and will provide written details of any proposed changes.
- 1.6 You must not assign the tenancy (pass it on to somebody else) at all.

2. Rent

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- 2.1** The term “rent” includes the weekly rent, service charges and any other weekly charges.
- 2.2** When you sign for the insecure tenancy you will be required to pay 4 weeks rent in advance or show a completed Housing Benefit application form to the Housing Officer who signs this agreement at the time it is signed.

The Tenant’s Responsibilities

- 2.3** It is a condition of the insecure tenancy that you must pay the rent on time. The rent is due each Monday. If you pay monthly your rent is due on the first Monday of each month. You are responsible for paying your rent to the Council at the Town Hall, Crawley. Rent will not be in arrears if payment is made and receipted before close of business on the Friday in the week that rent is due.
- 2.4** The payment of rent by Banker’s Order or by Direct Debit will be accepted monthly in advance, by arrangement with Crawley Homes. Payments by Bank Transfer Systems, will also be accepted but you must make sure that such payments are cleared before the close of business on Friday each week.
- 2.5** Repossession action and other legal remedies will be taken against insecure tenants who are in arrears repeatedly or who do not pay the rent on time. Should it be necessary to instigate legal action, for non-payment of rent or other breach of your insecure tenancy conditions, which results in an order for costs being made against you, the costs will be added to your rent account.

The Council’s Responsibilities

- 2.6** The Council may increase the rent at any time. You will be informed in writing, at least four weeks before any rent increase.

3. Using your home

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The Insecure Tenant's Responsibilities

- 3.1** You must live in the property and use it as your only or main home.
- 3.2** If you no longer live in the property the Council will require the insecure tenancy to be given up.
- 3.3** If you have to leave the property for more than one week you must tell your Neighbourhood Housing Manager or Hostels Manager.
- 3.4** You must not have more people living in your home than the maximum number allowed. The number is shown on your rent card.
- 3.5** You shall not use the property for any illegal or immoral purposes or allow any person to do so e.g. drug taking, drug dealing, prostitution.
- 3.6** You must make sure 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 building.
- 3.7** You must use all domestic and landlord appliances and equipment in accordance with the manufacture's and/or landlord's instructions. You are responsible for all damage to property or people caused by your appliances and equipment regardless of whether you are negligent.
- 3.8** You must not run a business from your home without the Council's written consent in advance and without any necessary planning consent. Such consents will depend on the nature of the business and its impact on surrounding neighbours, and may result in your rent being increased.
- 3.9** You must not cause an obstruction in any of the common areas by leaving prams, bicycles, furniture, floor coverings, rubbish or other objects there. This can be a fire risk. You are responsible for contacting the Council immediately if you become aware of any such obstruction.
- 3.10** Some properties have a high level of insulation in the loft. In these properties no storage of items in the loft is permitted. Your rent card will show if your home is affected by this rule.
- 3.11** Some types of property are not suitable for the keeping of animals. If you live in sheltered accommodation, a multi-storey block or in accommodation which shares a common entrance, you will need the prior written consent of 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, you will not be allowed to keep a dog/animal in your house. A new "No Dogs" or No Animals" agreement will normally only apply where 100% of residents within the block affected, support the agreement.
- 3.12** Animals are not permitted at all in hostel accommodation.

- 3.13** In all properties you must not keep any animal that the Council considers unsuitable for the property. If in doubt you must contact your Neighbourhood Housing Manager. The Council will usually grant permission to allow you to keep one dog and one cat, small domestic animals and birds (in reasonable numbers) within your home if it is not a hostel accommodation. If you wish to keep additional animals within your home you will need the prior consent of the Council. If you want to keep more than one dog in your home you will also need to have your dog(s) registered under the National Pet Register, details of which are available from the Council. You must also comply with, where appropriate, the 1991 Dangerous Dogs Act.
- 3.14** You are responsible for any animals in or visiting your property which must not cause any annoyance or nuisance including frightening and endangering other people. Dogs must be accompanied by the insecure tenant or a responsible member of the household and kept on a lead in communal areas. You must also clean up any fouling by your pet.
- 3.15** You must not take in lodgers. A lodger will normally be a person for whom an insecure or other tenant provides services e.g. cooking or cleaning, and where the insecure or other tenant exercises control over the room(s) they live in.
- 3.16** You must not sub-let a part or the whole of your home. Sub-letting is when another person has exclusive use of a part or all of the property.
- 3.17** You do not have the right to buy your home.
- 3.18** You do not have the right to exchange your home with another tenant of Crawley Borough Council, a housing association or another local Council.
- 3.19** You must not do anything which increases the risk of fire, flood or damage to your home or adjoining properties. For example the Council prohibits bonfires on its property, and the storing and use of fuels, gas or liquids held under compression within your home. 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 the property in a responsible manner.
- 3.20** You are strongly advised to have a current insurance policy which covers the contents of your home and third party damage to the contents of adjoining properties and personal injuries.
- 3.21** You must at all reasonable hours, allow the Council (and any other statutory body), its authorised officers and workmen to enter your home. You must also 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. If you do not you could be putting yourselves and your neighbours at risk. The Council can take legal action to enter your home and you may have to pay the costs. You may also be prosecuted for obstruction.

The Council's Responsibilities

- 3.22** The Council has the legal right to take possession of your home and require you to take a tenancy (insecure or otherwise) of another suitable property if your home has special adaptations for a disabled or elderly person who no longer lives there and is needed by another elderly or disabled person. In such circumstances the Council will offer you another suitable property.

4. Repairs and improvements

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- 4.1 You shall use your home in a tenant-like manner. This means that you are responsible for any wilful and/or negligent damage and repair, and are therefore responsible for repairing or paying the cost of any such repair. 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 and communal areas, and that your home is adequately secured against trespassers. It also means that you must keep the property in good condition by doing the following:-
- Taking proper care of your home, which will involve cleaning and decorating the inside of it on a regular basis.
 - Repairing any small cracks in the plasterwork.
 - Ensuring that water pipes are kept lagged to guard against frost damage in cold weather.
 - Turning off the water and draining the system if you are leaving the premises for more than a short period during cold weather, or alternatively leave the heating on at a low level to prevent the pipes freezing.
 - Clearing the sinks, baths, basins, WCs and domestic drains when blocked by waste.
 - Ensuring that in the event of an electrical fault in your home that before replacing fuses or re-setting any trip switches (which have cut out) that you disconnect all your own electrical equipment, i.e. unplug electric cooker, refrigerator, televisions etc., to check they are not at fault. You should then replace blown fuses or re-set trip switches. If they then continue to cut out you must inform the Council.
 - Replacing internal glass doors.
- 4.2 You must report to the Council any defects or damage to your home. You must comply with the current regulations of statutory bodies, e.g. British Gas, electricity companies, Water Board.
- 4.3 You are responsible for arranging an annual service of your own gas fired appliances and accompanying flues where the Council has not accepted responsibility for them. You should provide proof of such a service upon the request of the Council. **(Refer to paragraph 4.13)**
- 4.4 You must at all times keep any garden cultivated and free from rubbish, pests and weeds and any accumulation of automotive parts or scrap materials. You must also maintain any trees so as not to endanger the safety of people in the vicinity. You will be charged for the cost of any necessary clearance or maintenance work undertaken by the Council.
- 4.5 You are responsible for keeping any smoke detector in proper working order by testing it and replacing the battery (or smoke detector) as recommended by the manufacturer.

- 4.6** You are responsible for decorating the inside of your home in order to keep it in a clean and well-decorated condition. You must not apply textured coatings to the internal walls of the property.
- 4.7** You are responsible for the cost of all repairs required as a result of your failure to use the premises in a tenant-like manner.
- 4.8** Minor alterations may be carried out with the prior written consent of the Council. You shall not carry out any improvements to the property such as altering the internal design of your home or erecting a garage or any other building.
- 4.9** You shall not, without the written consent of the Council:
- Fix a radio mast, television aerial or satellite dish
 - Erect any sign
- 4.10** The Council may reinstate and/or rectify work where unauthorised alterations or extensions have been carried out. The cost of such work will be charged to you.

The Council's Responsibilities

- 4.11** The Council will undertake the repair and maintenance of the external elements of your home listed below:
- Chimney pots and stacks
 - Roof coverings (tiles, slates etc.)
 - Roof leadwork (flashings etc.)
 - Gutters and drainpipes
 - Fascia boards, soffits and large bargeboards
 - Brickwork, rendering and cladding of external walls
 - Windows and window frames, glass (in most circumstances)
 - Doors and frames
 - Foundations
 - Original footpaths, steps and patios
 - Gulleys and inspection chambers
 - Boundary walls, gates and fences (owned by the Council)
- 4.12** The Council will undertake the repair and maintenance of the internal elements of your home listed below:
- Roof space and insulation
 - Cold water tanks and pipework
 - Structural ceilings and ceiling boards, doors, door frames

- Architraves
- Door furniture
- Window boards and window furniture
- Skirtings
- Structural floors, floorboards and screeds etc.
- Council fitted floor coverings
- Sub-floor installations
- Staircases, handrails and balustrades
- Sanitary ware
- Kitchen cupboards and work/sink tops
- Electrical supply installations (including switches, sockets, cooker panels and customer control units from the meter)
- Gas supply installations from the meter
- Water supply installations including taps, stopcocks, valves and the underground supply from the property boundary
- Maintain central heating installations, including the boiler, cylinder, pump, thermostats (Refer to paragraph 4.12)
- Waste water and soil disposal installations including pipes and traps
- Any communal areas connected to the property including stairs, lifts, landings, lighting

The Council has the right to amend this list from time to time.

- 4.13** The Council will normally accept responsibility for space heating, water and gas appliances which it installed or which were in the property when it was let.
- 4.14** The Council will inspect gas services pipes and gas fired equipment for which the Council is responsible, every 12 months, to ensure your safety.
- 4.15** The Council will consult those tenants likely to be substantially affected by any proposed major repairs and/or improvement schemes.
- 4.16** The Council is not required to rebuild or reinstate the premises in the case of serious structural damage.
- 4.17** The Council is not responsible for any of your personal possessions.
- 4.18** The Council is not liable for any personal loss which arises from your failure to notify it of a defect, damage or disrepair.

4.19 The Council will carry out all “qualifying repairs” as defined by the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994. Some examples of the prescribed time periods are set out below:

Repair prescribed time (days)

- Total loss of electric power1
- Partial loss of electric power3
- Unsafe power or lighting socket, or electrical fitting1
- Total loss of water supply1
- Partial loss of water supply3
- Total or partial loss of gas supply1
- Blocked flue to open fire or boiler1
- Total or partial loss of space of water heater between
31 October and 1 May1

The prescribed time periods commence either on the first working day after the defect was reported or the day after any necessary inspection was made.

4.20 The Council is not required to carry out works or repairs for which you are liable, by virtue of your duty to use the premises in a tenant-like manner or repairs which are your responsibility. The Council may, however, carry out such work at your request or expense.

5. Community responsibilities

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The Insecure Tenant's Responsibilities

- 5.1** You are responsible for the behaviour of every person (including children) living in or visiting your home. This responsibility includes behaviour on surrounding land, in communal areas and throughout the estate in which your home is situated. The Council will take repossession action and other legal remedies against any tenant or visitor, found guilty of conduct causing nuisance, annoyance or disturbance including anti-social behaviour likely to have caused a nuisance or annoyance. Examples of nuisance, annoyance and disturbance include:
- Loud music; arguing; drunkenness; playing ball games close to someone else's home; dog barking and fouling; revving of motor vehicles' engines; speeding in motor vehicles.
- 5.2** You could lose your home or the Council could take other legal action against you if you commit an arrestable offence in or within the locality of your home.
- 5.3** You must not participate in drug dealing, the taking of illicit drugs or the consumption of alcohol in communal areas or open spaces on the estates.
- 5.4** You must comply with the Council notices prohibiting certain activities.
- 5.5** You must not harass or permit any person living in or visiting your home to harass any other person. Examples of harassment include:
- Doing anything that interferes with the peace, comfort or convenience of other people; using or threatening to use violence, vandalism, abusive language, verbal abuse or insulting graffiti.
- 5.6** You must not use or threaten violence against, harass, verbally abuse or intimidate any Council employee or agent of the Council who visits your home.
- 5.7** You must not use or 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, specifically, the Town Hall and other Council premises (including the communal areas of any Council owned property), or in Crawley town centre, the neighbourhood estates and shopping parades.
- 5.8** You must not inflict domestic violence on any other person.
- 5.9** The Council will not tolerate perpetrators of racial or sexual harassment. You must not cause racial or sexual harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so.
- 5.10** You must not cause damage to communal areas. You must not interfere with the security and safety equipment in communal blocks. Where a door entry system is fitted, doors should not be jammed open and strangers should not be let in without identification.
- 5.11** You shall not park vehicles in areas other than those set aside for parking.

- 5.12** You must not keep any weapons or other dangerous object in your home which is prohibited by law. You must get the Council's written consent to keep any weapon in your home. Consent will normally be granted to licensed weapons.
- 5.13** You shall not park goods vehicles of more than 1500kg unladen weight, on the estate. You must not park unroadworthy or dangerous vehicles on the estate. You must not park vehicles without a road fund licence or a M.O.T. or insurance on the estate, other than within the cartilage of your property.
- 5.14** You must not park a caravan on the estate (this includes within the cartilage of your property) without the prior written consent of the Council.
- 5.15** You must not abandon vehicles on the estate. The Council will take steps to remove such vehicles and then charge the costs of removal to the person responsible.
- 5.16** You must exercise care in the maintenance of your vehicle to ensure it does not detract from the appearance of the are e.g. oil spillage. The cost of any such remedial work will be charged to you.

The Council's Responsibilities

- 5.17** The Council will investigate all reported cases of nuisance or harassment and take appropriate action.

6. Tenant involvement

Insecure Tenancy Agreement: Crawley Borough Council

- 6.1** It is important that you are informed about housing management decisions that affect you. There are a number of ways in which the Council will inform you and consult with you e.g. newsletters, “roadshows”, tenants’ associations, Tenants’ Forum, etc.

The Council’s Responsibilities

- 6.2** The Council will deal with your complaints efficiently and effectively.

7. Ending the tenancy

Insecure Tenancy Agreement: Crawley Borough Council

The Insecure Tenant's Responsibilities

- 7.1** You must inform Crawley Homes in writing at least four weeks before you want to leave your home. This four week "notice" period must end on a Monday. The "notice" period may be shortened in exceptional circumstances.
- 7.2** If you are posting your notice to give up your insecure tenancy you should send it by recorded delivery.
- 7.3** Once you have given notice that you intend to end your insecure tenancy, you must allow access to the property (at a pre-arranged date) for an inspection to be made and to allow prospective new tenants to view the accommodation available (also at a pre-arranged date).
- 7.4** You must return your keys to the Housing Reception before 12 noon on the day you leave. You must inform the Council of your forwarding address.
- 7.5** You must take all your belongings with you (including unwanted items). If you do not, the Council will dispose of them.
- 7.6** You must leave the property, the fixtures and fittings and any furnishings we have provided in the condition they were in, at the start of the tenancy, subject to fair wear and tear.
- 7.7** You must leave the property clean and tidy. Any goods/belongings left in the property at the end of the insecure tenancy will be sold or disposed of at the end of 28 days after you have left the property.
- 7.8** You will have to pay for:
- Any repair or replacement of an item in the property damaged deliberately or by your own neglect.
 - Any reinstatement to the property following works you have had carried out without approval from the Council.
 - The removal of belongings or excessive rubbish from the property and for the cleaning of fixtures and fittings where required.
 - Replacing door keys.
- 7.9** You must not leave anybody else living in the property when you move out. You cannot pass on your insecure tenancy (called "assignment") to anyone else.
- 7.10** If you are joint insecure tenants anyone of you can end the insecure tenancy by giving the Council four weeks' notice. This will end the insecure tenancy for all joint insecure tenants, regardless of who has given the notice. Please note that if, after this, an offer of another insecure tenancy is made to a former joint tenant(s) the accommodation offered may be smaller or otherwise different to the original accommodation.
- 7.11** The Council will seek possession of your home if you break any of the terms of this agreement.

- 7.12** Legal notices may be served upon the insecure tenant personally or by posting the same to the insecure tenant by Recorded Delivery addressed to the insecure tenant at the premises or at the insecure tenant's last known address, or by leaving the notice at the premises or by affixing the notice on some conspicuous part of the premises.
- 7.13** Delivery of a notice to the property will constitute good and proper service.
- 7.14** If you are served with a notice you have the right to request the Council to undertake a review of their decision.

8. Guarantors

Insecure Tenancy Agreement: Crawley Borough Council

The Guarantor's Responsibilities

- 8.1** The Guarantor shall pay to the Council any rent and/or other charges or payments due under the Insecure Tenancy in the period before the Insecure Tenant(s) eighteenth birthday which the Insecure Tenant(s) has not paid to the Council within 2 weeks of the date on which they were due to be paid, including any costs associated with attempted or actual recovery from the Insecure Tenant(s) or the Guarantor of the rent and/or other charges or payments.
- 8.2** The Guarantor will remain responsible for all rent arrears and/or other charges and payments (including, as outlined in paragraph 8.1 above, any costs associated with actual or attempted recovery of such sums) due from the Insecure Tenant(s) in the period before the Insecure Tenant(s) eighteenth birthday until those rent arrears and/or other charges and payments have been paid to the Council.

The Council's Responsibilities

- 8.3** The Council will notify the Guarantor that the Insecure Tenant(s) has not paid any rent or other charges or payments due under the Insecure Tenancy Agreement before any Court proceedings are issued or any costs are incurred in respect of actual or attempted recovery of the sums due.

Notes

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