

Definitions Apex Apartments

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 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.

A method for transferring your tenancy to someone else.

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

The car park in the basement of the building.

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


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

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

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

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

Means 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.



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.

This agreement.

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.

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

All or any of the clauses of this agreement.

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

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. (

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

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 secure tenancy under the terms of the Housing Act 1985, or your introductory tenancy under the Housing Act 1996. Whichever tenancy you have, it is important for you to know that you have a number of rights and responsibilities.
- 1.3** It is important you understand that if you break any of the terms or conditions of this contract the council may commence legal proceedings against you. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted.
- 1.4** The definitions section sets out the meanings of words used in this tenancy agreement.
- 1.5** 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). Introductory tenants have fewer rights than a secure tenant.

2.2 If you break any of the terms or conditions of this tenancy agreement, the council may decide to apply to the County Court for a possession order. This could ultimately result in the termination of your tenancy and everyone living in your home being evicted. Before the council applies to the court, it will serve you with a Notice to Terminate the tenancy and details of your right to request a review of its decision. The council can ask the court that you pay the council's legal costs if it makes an application to the court.

2.3 The council may decide to extend the introductory tenancy trial period if you breach any of the terms or conditions of this tenancy agreement. Before the council extends your trial period, it will give you a notice of its intention to do so and this notice will include details of your right to request a review of its decision.

2.4 If you keep to the terms and conditions of this tenancy agreement and the council has not started possession proceedings during the introductory period, then you will automatically become a secure tenant at the end of the introductory period.

2.5 Succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. In general this means that if you die whilst your tenancy is an introductory tenancy, your tenancy will pass to your husband, wife or civil partner if 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 secure tenancy

3.1 The tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be a secure tenancy the council may end it by giving you four weeks notice to quit.

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

3.3 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.

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

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

3.6 If your tenancy started before 1 April 2012 then succession rights are limited to those allowed by s.87 of the Housing Act 1985 before it was amended on that date. In general this means that on your death your tenancy may pass to:

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

3.7 If your tenancy started on or after 1 April 2012 but before 1 April 2013, then a person may succeed to your tenancy in accordance with s.86A(1) of the Housing Act 1985 but if there is no person qualified to succeed under s.86A(1), then a family member may succeed to your tenancy pursuant to s.86A(2) following the same rules for family member succession as were contained in s.87 of the Housing Act 1985 before it was amended on 1 April 2012.

3.8 If your tenancy started on or after 1 April 2013 then succession rights are limited to those allowed by s.86A(1) of the Housing Act 1985. In general this means that on your death your tenancy may pass to your husband, wife or civil partner (or a person who you lived with as if you were husband and wife or civil partners) if 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.

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

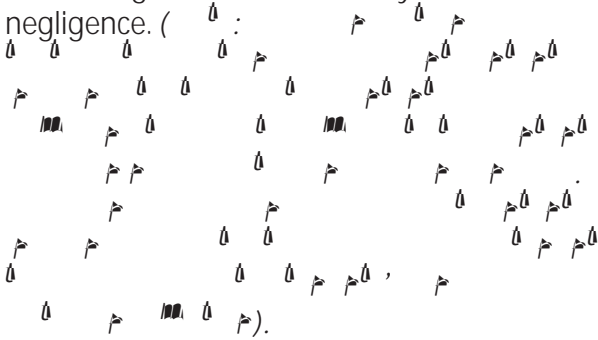
3.10 In certain circumstances, you have the right to exchange your tenancy with another tenant.

3.7

exch., 167our death and residedll g (orT0 (ain c

Personal property

6.10 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.



6.11 You must not allow an accumulation of personal property to prevent or obstruct any inspection conducted by or on behalf of the council, or cause structural damage to the property or pose an environmental health risk. You will be asked to dispose of excess items if

you prevent any inspection conducted by or on behalf of the council, or cause structural damage to the property or pose an environmental health risk. You will be asked to dispose of excess items if

You must not allow an accumulation of

Motorbikes

6.19 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

6.20 You or any member of your household or any



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..

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.

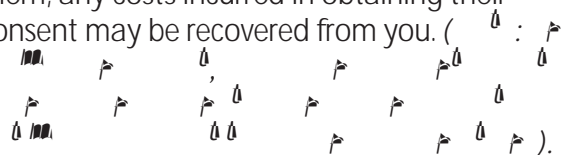
- Every five years you must paint with at least two coats of good quality paint and/ or otherwise treat with a suitable coating of preservative appropriate to the finish in a proper and workmanlike manner all parts of the property previously painted or treated or requiring to be painted or treated
- 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 have the right to carry out alterations, additions or improvements to your home provided you get prior written permission from the council. The council may require permission from the management company or Crest. In such cases, any permission will only be given once the consent has first been obtained from them, any costs incurred in obtaining their consent may be recovered from you. (



Any alterations and additions include any alterations to the electrical installations. You may also need to obtain planning and building control permission prior to permitting any work to start. Future maintenance of any improvements will be your responsibility. Work must not start until necessary permissions have been granted.

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, Crest or the management company 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.

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 If you are a secure tenant and have made alterations additions or improvements to your home the council will only repair them if the council has agreed in writing to maintain and repair them.

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

7.17 The council is not responsible for repairing internal decorations affected by improvement works carried out at your home unless the damage to the decoration has been caused as a result of negligence on behalf of the council.

7.18 The council is not responsible for the removal and replacement of any furniture or floor coverings that have to be moved to enable repair or improvement work to be carried out.

Consultation

7.19 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.

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 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 leave refuse bags/sacks or containers of recycling outside your front door or in the communal areas.
- 8.34** 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

- 8.35** 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

- 8.36** 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.
- 8.37** You must not hold or permit any sale or auction at your home or on common areas.

Fire safety

- 8.38** 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



The following applies to introductory tenants only

- 9.7** The council will only take steps to recover possession of your home as follows:
- If you break any of the terms or conditions of this tenancy agreement
 - Where the sole tenant dies and there is no person who is eligible to succeed to the tenancy
 - If you abandon the property, or sub-let or leave the property without giving the council vacant possession. In this case, the steps the council may take include serving you with a 'notice to quit' or other appropriate notice on you at your last known address.

The following applies to secure tenants only

- 9.8** The council will only take steps to recover possession of your home as follows:
- If you break any of the terms or conditions of this tenancy agreement, the council may give you written notice that it intends to apply to the court for an order of possession on one or more of the grounds set out in the Housing Act 1985. (If the court grants the council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted)
 - Where the sole tenant dies and there is no person who is eligible to succeed to the tenancy
 - If you abandon the property, or sub-let or leave the property without giving the council vacant possession. In this case, the steps the council may take include issuing you with a 'notice to quit' or other appropriate notice at your last known address.

The following applies to both introductory and secure tenants

- 9.9** Any notice the council wants to serve on you or 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.
- 9.10** Delivery of a notice or court proceedings by any of the ways set out in 9.9 above will constitute good and proper service.

10. False statement

Your responsibility

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

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. () :

to inspect the property to establish whether there has been a breach of any of the terms of your tenancy agreement; to carry out work that is the responsibility of the council, Crest and/or the management company; 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 for any other purpose connected with the interest of Crest in the building or its disposal, charge or demise.

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

A



1 If you have been allocated a car parking space on page one of this tenancy agreement, the terms of this schedule apply.

2