# Your assured tenancy agreement

Your rights and responsibilities as a Community Gateway Association tenant





# Welcome to Community Gateway

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#### Your Tenancy Agreement

Community Gateway Association owns your property and is your landlord.

This Tenancy Agreement sets out your rights and responsibilities as a tenant and those of Community Gateway Association.

This agreement is a legally binding contract between you and Community Gateway Association and records information such as your name, the date you become a tenant and the initial rent. Before you sign the tenancy, you will be asked to provide proof of identification.

Please read this document carefully. If there is anything you do not understand, please contact us for further information.

#### Other formats

Our communities are diverse and, as such, we have improved the tenancy agreement to make it easier to understand. The tenancy agreement can be made available, on request, in large print, Braille, audio tape or in a different language. We recognise that a number of current and future tenants may not use English as their first language. We have access to a translation service which can help to explain the document in many community languages. If you need this facility before you sign for a tenancy, please let us know.



#### ASSURED TENANCY AGREEMENT | TENANT COPY

This Tenancy Agreement is between

Our name

Community Gateway Association

("we", "our" or "us") which is registered with Homes England under Section 3 of the

Housing Act 1996

Our addre

Harbour House, Port Way, Ashton-On-Ribble, Preston, PR2 2DW

Which is also the address for service of notices in England and Wales (including notices of legal proceedings) on us. This Clause gives notice to you of our address as required by law {Section 48} (1) Landlord and Tenant Act 1987)

and

Your name (s)

("you"). In the case of joint tenants, "you" means each joint tenant named above. Each of you individually has the full responsibilities and rights set out in this Tenancy Agreement

in respect of

Tenancy address



("your home")

Description of your home



In this Tenancy Agreement "your home" means the home at the address shown above and includes any garden (but not communal garden), balcony, outbuilding, shed, fence or wall let with it.

Tenancy start date

This tenancy is an Assured Tenancy. The tenancy begins on:
until the following Sunday and will continue on a weekly basis after that.
This Tenancy Agreement is between you and Community Gateway Association Limited (we, our or us) of Harbour House, Port Way, Ashton-On-Ribble, Preston, PR2 2DW which is a registered social landlord registered with Homes England under Section 3 of the Housing Act 1996. This is also the address for the service of notices in England and Wales (including notices of legal proceedings) on us.

Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement or re-enactment of it.

#### Amendments to legislation

Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this Tenancy Agreement and any later amendment or re-enactment of it.

#### Rights of third parties

Apart from the provisions of Section 2, you and we agree that the provisions of the Contracts (Rights of Third Parties)
Act 1999 will not apply to this Tenancy
Agreement, which means that none of its terms can be enforced by any other person.



#### ASSURED TENANCY AGREEMENT | TENANT COPY

### Tenancy particulars

Payments for your hom. The total rent you must pay any extra charges listed.	Your total weekly rent is  We work this out as follow Basic Rent Intensive Housing Manage Service Charge	£
Grounds Maintenance £	Communal Gas £	Payments for your home
Estate Services £	Building Insurance £	Weekly rent £
Communal Lighting £	Lift Maintenance £	Service charge items:-
Communal Cleaning £	Management Charge £	* Service charge £
Cleaning Materials £	CCIVE	Intensive Housing
Communal TV Aerial £	Checking for Legionella £	Management Costs £
Fire Safety/Detection £	Pest Control £	Payment towards arrears due at the date
Communal Area Decoration $\mathfrak L$	Gritting £	this Tenancy Agreement is signed
Window Cleaning £	Intensive Housing	(see Clause 2.7)
Door Entry System £	Management £	£
Emergency Lighting £	Water and sewerage rates and Council	Total weekly payment £
Security Equipment £	Tax are <b>not included</b> .	
Communal Electric £		

In accordance with GDPR and the Data Protection Act 2018 Community Gateway Association Group only collects and processes personal data that is necessary for us to offer you a service or perform our duties as an organisation. The data you provide on this form is used to form the basis of a tenancy agreement. Our legal basis for collecting the information on this form is it is necessary to perform a contract or to enable a contract to be entered into. We may disclose information to certain third parties if they are able to show that they are entitled to receive the information. We will not share your information for marketing purposes with any companies outside of our group.

If you would like to know more about how we process personal data and your rights in relation to data protection, please visit **www.communitygateway.co.uk** and click on the "Data Protection" link at the bottom of any page on the website. Alternatively, for further information, please contact the Business Assurance Team on 0800 953 0213.

#### Terms of the tenancy

I/We have had an opportunity to read the terms and conditions of this Tenancy Agreement, which include the tenancy conditions attached. I/We understand that I/We should not sign it unless I/We am/are happy to be bound by its terms as by signing it I/We am/are agreeing to be so bound.

Signed by tenant	Date	
In the case of a joint tenancy, signed by other tenant	Date	
Signed on behalf of Community Gateway Association	Date	



#### ASSURED TENANCY AGREEMENT | CGA COPY

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any extra charges listed.		Basic Rent	£	
		Intensive Housing Man	agement Cost £	
		Service Charge	£	
Grounds Maintenance £		Communal Gas £	Payments for your home	
Estate Services £		Building Insurance £	Weekly rent £	
Communal Lighting £		Lift Maintenance £	Service charge items:-	
Communal Cleaning £		Management Charge £	* Service charge £	
Cleaning Materials £		CCTV £	Intensive Housing	
Communal TV Aerial £		Checking for Legionella £	Management Costs £	
Fire Safety/Detection £		Pest Control £	Payment towards arrears due at the date	
Communal Area Decoration £		Gritting £	this Tenancy Agreement is signed	
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Security Equipment £		Tax are <b>not included</b> .		
Communal Electric £				

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Signed by tenant	Date
In the case of a joint tenancy, signed by other tenant	Date
Signed on behalf of ommunity Gateway Association	Date

# About your Tenancy Agreement

landlord' and you 'the tenant(s)'. This Tenancy Agreement is the document

The agreement gives you the right to live in your home. We would not interfere with this right unless any of the following applies:

You break any condition of this Tenancy Agreement. If you do, we may take legal action to force you to meet the conditions or we may ask the you move out. In these cases, we will

2 You are living in a property which has been built or adapted for a physically disabled person and

- You no longer need that type of home and
- We need the property for someone else who requires a property with those adaptations.

3 We need to demolish, rebuild property which we cannot do unless provide you with suitable alternative be temporary until we can offer you a permanent home.

4 You do not occupy (or, if this is a joint tenancy, neither of you occupies) the property as your only or principal

**5** Any other reason under the Housing Acts of 1988 and 1996, or under any future law.

We will give you reasonable notice if any of the above applies.





# Section 1 Your rights as a tenant

#### 1. Right to live in the property

You have the right to live in your home without interruption or interference from us, as long as you, and those living with you or visiting your home, comply with the terms of this tenancy and have respect for the rights of others. If any conditions are broken we may apply to the court to end your tenancy.

You must, however, live in your property as your only or main home and should you vacate or abandon the property then we can take steps to bring your tenancy to an end and remove any items of furniture or personal belongings which remain in the property. We will then hold them for a short period of time to give you an opportunity to collect them, following which we will destroy them. How long we keep these items will depend upon the circumstances of each situation.

#### 2. Succession

If you die, your husband, wife, partner or civil partner may be entitled to the tenancy if they are living in the property as their only or main home at the time of your death. This is called 'succession'. Once you become a full assured tenant, the tenancy can also pass to a relative as long as they have been living with you continuously for at least 12 months immediately before your death. By law, only one succession can take place. If the tenancy is a joint tenancy, only the other joint tenant still living in the property after you die has the right to succeed to the tenancy. There will be no other right to succeed after the death of this tenant.

If your home passes to another member of your family (other than spouse) when you die, we will usually let them stay in the home. However, if the property is larger than is reasonably required, we may take steps to move them to another suitable home, either with their agreement or by following the legal procedure for doing so. If you are living in a property and the property has been adapted for occupation by a physically disabled person or it is our practice to let the property to persons with special needs (and there is no longer such a person living in the property) then we may take steps to move you to another suitable home, either with your agreement or by following the legal procedure for doing so.

### 3. Right to information and consultation

We will consult you about any decisions we make to do with managing or maintaining housing if these decisions are likely to have a major effect on your home or tenancy. This does not apply to setting rent. You also have the right to information about:

- The conditions of your tenancy
- Our responsibilities for carrying out repairs
- Our policies about consulting you, offering you a home and transferring your tenancy
- Any proposal on transferring housing stock to a new landlord.

You have the right to see certain information which we hold about you in connection with your tenancy. This means that you can check these details to make sure they are correct. If any of these details are incorrect or misleading, you are entitled to apply to have these removed, altered or to add a statement giving your own version of the facts.

You have the right to add your own comments or information to the copy of the details you have given us about yourself and your family in your application for a home or transfer.

#### 4. Right to assign

You have the right to assign your tenancy in certain circumstances.

These include an assignment by way of mutual exchange, a right to assign to your partner if they are not a joint tenant and a right to assign to a family member in certain circumstances.

#### 5. Right to acquire

In certain circumstances, you may have the right to acquire the property in which you live. This would ordinarily involve purchasing the property from us.

#### 6. Right to complain

You have the right to complain about any of our services.



# Section 2 Your responsibilities

#### 1. Giving us information

#### 2. Possession

#### 3. Payment of rent

Other payments may be due at the same

You will be entitled to four rent free weeks during the year. We will notify you of when still receive your four rent free weeks, but

contact us immediately. Somebody else

to pay any rent which is not covered by

#### **4. Service charges** (if applicable)

because of a need to remove or add

apportioned so as to be fair and reasonable as determined by us.



## (if applicable)

housing management services either at

#### 6. Additional support

You may be provided with additional

- The standard of conduct required

- appropriate time
- Contacting others to safeguard
- Any other support services as required which do not include personal care.

#### 5. Housing management services 7. Arrears of rent and other charges

You agree to pay any arrears and other charges due to us at the date of this the rent and other charges due under home" in the tenancy particulars. So Tenancy Agreement, you agree that let to you as arrears under this Tenancy

We will be able to claim these arrears from you. If you fail to pay the amount due, we will be entitled to ask the Court for an Order to evict you.

#### 8. Arrears and advance payments made by you

If, when this tenancy is granted, you have made any advance payments (known as credits) or have rent (or service charge) arrears on your rent account for your to you) when this tenancy starts, we will:

- Add the amount of any credit to your your account); or
- Add any arrears to your rent account (this is known as debiting your account).

If you leave your present home to become our tenant in another home, we will also be entitled to use:

- All your rent payments on your new old home;

#### 9. Outgoings

You must meet all outgoings applying to your home including water, gas and electricity and other similar costs, whether metered or billed.



#### 10. Use of your home

#### 11. Nuisance

amounts to anti-social behaviour and

- around your home

- shared areas
- others may come into contact with

#### 12. Harassment, racial or otherwise

to harass or use or threaten violence against any other person.

You, or anyone living with you or visiting that may interfere with the peace and comfort of, or cause offence to, other or contractors.

any person to act in any of the ways described in this sub-section.

reasonable efforts to stop anyone from acting in any way described in this

#### 13. Domestic abuse

You must not inflict domestic abuse or threaten domestic abuse against your partner, your children, your partner's children or any other person living in

If you do so, we have the right to take action to evict you from the property and

- We may apply to the Court for partner or to another appropriate person You, or anyone living with you or visiting
- the joint tenancy and may grant a new

#### 14. Noise

instrument so loudly that it causes a nuisance or annoyance to other persons heard from outside your home.

#### 15. Damage to property

You, or anyone living with you or visiting your home, must not deliberately or recklessly damage or deface any property, including your own home, or property which is in the locality of your Gateway Association, to your neighbours, to visitors, the general public, utility also includes anything that may be fitted as a safety item e.g. smoke alarms and window restrictors.

damage any equipment for detecting or putting out fires in your home or in shared areas.

You, or anyone living with you or visiting supply of any gas, electricity or water, or with any other services, meters, or warden call equipment which has been installed in your home or in shared areas. of those repairs.



#### 16. Crime and community impact

You, or anyone living in or visiting your home, must not be convicted of an indictable offence committed in or in the locality of your home. Such offences include, but are not limited to, crimes of violence, theft, robbery, sexual offences, Public Order Act 1986 offences, drug-related offences, criminal damages, burglary and breaches of civil restraining orders and injunctions.

#### 17. Gardens

You must keep your garden well maintained at all times. You are responsible for maintaining all parts of your garden including grass, plants, bushes, hedges and trees. You must keep hedges at a manageable height (not more than one metre high at the front of your home and no more than 1.8 metres at the back). They should not hang over a public right of way.

You must obtain our written permission before you put up or take down any fence or wall. If you install your own fence or wall, then you will be responsible for its maintenance.

shed, temporary or permanent structure at your home without getting our written permission. If, and only if, permission has been granted you will be responsible for maintaining the structure.

You must not plant any trees without our permission.

You must not attach to any part of your property, including external walls, fences or other structures, any barbed wire, broken glass or other material which is likely to cause personal injury.

Note: If you cannot look after your garden due to your age or disability, you should contact Community Gateway Association.

You must not throw anything through or out of the windows of your home o from balconies or roofs.

You must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or local area.

your home contents. We are not responsible for loss or damage to your possessions.

#### 18. Insurance

You are responsible for insuring your home contents. We are not responsible for loss or damage to your possessions.

#### 19. Overcrowding

You must not allow your home to become overcrowded. (For clarification and more information please speak to us).

#### 20. Pets and animals

You may keep a cat, dog or small pet at your property e.g. small caged animals such as hamster, budgie or fish.

However, it will be conditional upon you complying with the conditions in this agreement and conditions contained in our Responsible Pet Ownership Framework, and any special restrictions we may impose.

If you fail to comply with these conditions and special restrictions, in addition to any other enforcement action we may take, permission may be withdrawn. Permission will not be granted for:

- Any animal to which the Dangerou Wild Animals Act 1976 applies
- Any dog to which Section 1 of the Dangerous Dogs Act 1991 applies (unless it has been exempted from the prohibition)
- Any dog which has not beer microchipped
- Any livestock (which includes but is not limited to cattle, pigs, poultry, donkeys, ponies, horses, sheep and goats).

You and anyone living with you or anyone visiting your property must not allow pets to frighten, annoy or cause a nuisance to anybody. This includes but is not limited to:

- Failing to clean up after your pe
- Failing to keep your pet under control at all times
- Letting your dog bark
- Creating any kind of danger to people's health.





#### 21. Internal decoration and hygiene

#### 22. Flooring

#### 23. Furniture

If you do, we may apply to the court

living with you or by visitors to your

repair which needs to be carried out to the furniture that was caused by a fault

You must allow our employees and contractors to enter your home at

#### 24. Shared areas Your responsibilities

You must not cause an obstruction in

You must ask permission to store or

of your and others' homes and you must keep all shared doors closed.

must not interfere with any equipment in



#### 25. Repairs and maintenance

been agreed to carry out a repair or inspection, you must keep it. If you are responsibility to inform us and to ensure that a further appointment is made and we may charge you for this. If the fault/ damage is an emergency e.g. a burst or

your home, shared areas and fixtures

of actions by you, anyone who lives with

If your repair call is made outside office call-out team. If you report repairs to this charge you the extra costs of doing the work outside normal hours.

#### 26. Minor repairs and maintenance

You are responsible for certain minor repairs to your home including:

- Replacing electrical fuses and
- Maintaining and repairing anything
- \* Maintaining and repairing anything for which you accepted responsibility at the start of your tenancy or when the tenancy was assigned to you
- Replacing broken toilet seats
- Ensuring that your home is effectively arrangements are made for the extraction of water vapour from

You must tell us as soon as possible out to your home.



#### 27. Repairs or damage of a serious nature

#### 28. External decoration

### 29. Altering or improving your

#### 30. Access

maintenance or improvement works.

written notice if your home needs to be

#### 31. Gas safety

checks to be carried out.

ventilation can cause carbon monoxide important that we are allowed access to

#### 32. Vehicles and parking

caravan, a van, or a trailer, within

- designed to be used on the road, such must not park a vehicle which is
- would be dangerous to use on a road, within the boundaries of your home
- intended for use on the road, on any

- or on any other land owned by Community Gateway Association without our prior written permission. (3.5 tonnes or over) will not be allowed
- dropped curb or driveway without
- shared area
- Receive any type of payment for the
- Obstruct access to any other home by
- the dwelling or in the shared areas, scooters used by the elderly or disabled cause an obstruction.

#### 33. Harmful or dangerous materials

You must not keep, or allow anyone living with you or visiting you to keep, that can currently and reasonably be put to medical or domestic use and, in the case of liquids, no more than two litres You must not store Liquefied Petroleum Gas – propane or butane bottled gas

#### 34. Absence from the property

more than 28 days, you must make sure contact details or the contact details of someone else in the local area who behalf. You must ensure your rent



#### 35. Ending the tenancy

notice to end the tenancy which



#### 36. Moving out

leave and you must take reasonable

and of household appliances is done safely and properly, and that this

back to the way it was before you altered

When you leave your home it is your we can continue to treat the property as

#### 37. Insurance

are responsible for insuring the contents

You are strongly advised to take out full cost of replacing broken windows.

cause damage to your neighbour's

Note: Community Gateway Association offers a home contents insurance

#### 38. Smoking ban

or at work. The same rules apply to communal halls in sheltered schemes and to shared entrances, lifts and

Community Gateway Association can take action against a tenancy if a tenant, smokes in a 'no smoking' area and it causes a nuisance to other residents. Tenants can still smoke in their homes ban in place, Community Gateway working environment for all its staff and contractors. If we are working in your smoke in a room where we are not open the windows and doors and ensure the smoke escapes

# Section 3 Our responsibilities



Advice Bureau, Law Centre or from a

#### 2. Buildings insurance

#### 3. Structural/exterior maintenance

exterior of your home and the building

- window sills, window catches, sash necessary external painting and

- Main entrance path
- Plasterwork

#### 4. Maintenance and repair of utilities installations

working order any installations within

#### 5. Maintenance if you buy your home

#### 6. Maintenance of shared areas

We will arrange the maintenance and

#### 7. Furniture

• The roof, outside walls, outside doors, rent to you with the home.

#### 8. Making changes to your Tenancy Agreement

#### 9. Gas safety

with Gas Safety Regulations 1998.

#### 10. Exterior decorating

We are responsible for the exterior shared areas.

#### 11. Housing management



comply with some conditions in this agreement. If we grant you permission, you for giving you permission to do

We reserve the right to withdraw our House, Port Way, Ashton-On-Ribble, Preston, PR2 2DW.

permission, you may still need to get planning permission and comply with circumstances. We may withdraw our permission if a nuisance is caused, or if an alteration or addition to your home becomes unsightly or a danger, or if the structure of the home is damaged. Permissions are not only to The procedure in connection with sure that any work done could not injure you or any other person.

#### 13. Anti-social behaviour

If you tell us that you are the victim of anti-social behaviour, we will give you help and advice. We will respond to complaints of anti-social behaviour within an agreed timescale, according to the seriousness of the behaviour in question and keep you informed about the progress of your complaint.

We investigate all complaints of anti-social behaviour and will use available legal powers to take action, if

#### 14. Criminal activity

If we believe that you are guilty of a criminal act, we can refer this matter to The address for service of documents the police for them to investigate and,

#### 15. Breaking the terms of your Tenancy Agreement

We may ask the court to evict you from your home if you break any of the terms of this Tenancy Agreement.

fully assured tenancy.

#### 16. Serving legal notices

Any letter, notice or other document, including a notice to quit, can be served on you by delivering it to and leaving it at your home or by sending it to your address by post.

We will assume that you have received all letters, notices and other documents within 72 hours if we post them or within 24 hours if they are delivered to your home by hand. Any letters, notices or other documents to which you may be advised to send/

Harbour House, Port Way, Ashton-On-Ribble, Preston, PR2 2DW.

## Anything else you need to know?

Call 0800 953 0213

email: customerservices@communitygateway.co.uk



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0800 953 0213

www.communitygateway.co.uk





