

The Atrium

TENANCY AGREEMENT

Sheltered assured

*Your rights and responsibilities as a
Community Gateway Association tenant*

community
gateway

Welcome to Community Gateway

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.

Accessibility

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.

Contents

Tenancy Particulars	4
About your Tenancy Agreement	7
Section 1 - Your rights as a tenant	8
Section 2 - Your responsibilities	10
Section 3 - Our responsibilities	21

Sheltered 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 address 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.

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 of 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.



Tenancy Particulars

Payments for your home The total rent you must pay includes any extra charges listed.	Your total weekly rent is	£	<input type="text"/>
	We work this out as follows:		
	Basic Rent	£	<input type="text"/>
	Intensive Housing Management Costs	£	<input type="text"/>
	Service Charge	£	<input type="text"/>

Grounds Maintenance	£	<input type="text"/>	Management Charge	£	<input type="text"/>	Payments for your home	<input type="text"/>
Communal Lighting	£	<input type="text"/>	CCTV	£	<input type="text"/>	Weekly Rent	£ <input type="text"/>
Communal Cleaning	£	<input type="text"/>	Checking for Legionella	£	<input type="text"/>	Service charge items:	
Air Conditioning	£	<input type="text"/>	Gritting	£	<input type="text"/>	*service charge	£ <input type="text"/>
Communal TV Aerial	£	<input type="text"/>	Provision for Renewal	£	<input type="text"/>	Intensive Housing Management	£ <input type="text"/>
Fire Safety/Detection	£	<input type="text"/>	Communal Water	£	<input type="text"/>	Payment towards arrears due at the date this Tenancy Agreement is signed (see Clause 2.7)	
Communal Maintenance	£	<input type="text"/>	Concierge	£	<input type="text"/>		£ <input type="text"/>
Door Entry System	£	<input type="text"/>	Portable Appliance Testing	£	<input type="text"/>	Total weekly payment	£ <input type="text"/>
Emergency Lighting	£	<input type="text"/>	Waste and Recycling	£	<input type="text"/>		
Communal Electric	£	<input type="text"/>	Window Cleaning	£	<input type="text"/>		
Fire Alarm	£	<input type="text"/>	Pest Control	£	<input type="text"/>		
Lift Maintenance	£	<input type="text"/>	Intensive Housing Management	£	<input type="text"/>		

*Water and sewerage rates and Council Tax are **not** included.*

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 click on Data Protection under the About Us section. 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	<input type="text"/>	Date	<input type="text"/>
In the case of joint tenancy, signed by other tenant	<input type="text"/>	Date	<input type="text"/>
Signed on behalf of Community Gateway Association	<input type="text"/>	Date	<input type="text"/>



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Signed on behalf of Community Gateway Association	<input type="text"/>	Date	<input type="text"/>

About your Tenancy Agreement

This is a Tenancy Agreement between Community Gateway Association 'the landlord' and you 'the tenant(s)'. This Tenancy Agreement is the document you sign when you become a tenant of Community Gateway Association.

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

1. 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 court for permission to evict you.
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 or carry out major repairs to your property which we cannot do unless you move out. In these cases, we will provide you with suitable alternative accommodation. This will sometimes 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 home.
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 a home that is fit for human habitation at the beginning of your tenancy and throughout. Under the Equality Act 2010, disabled tenants have the right to reasonable adjustments.

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. Right to 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 complain

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

You can make a complaint through our website on www.communitygateway.co.uk/comments-complaints-and-compliments, by calling 0800 953 0213 (option 6) or by emailing complaints@communitygateway.co.uk.



Section 2

Your responsibilities

1. Giving us information

You must give us correct information and ensure that this is kept up to date. We may take legal action to force you to leave your home if you (or somebody acting on your behalf):

- Makes a statement which you know is false or
- Gives us misleading information.

2. Possession

You must take possession of your home from the start of the tenancy and must not sub-let the whole of it. It must be your only or principal home throughout the tenancy or the principal home of at least one of you if you are joint tenants. Again, we may take action to repossess the property if you fail to use it in this manner.

3. Payment of rent

You must pay your rent and all other charges in accordance with this clause.

You agree to pay the rent and any other charges on Monday each week in advance.

Other payments may be due at the same time as your rent such as service charges, heating charges, furniture charges and water charges. A breakdown of your rent and other charges will be given to you when you sign the tenancy agreement.

You will be entitled to four rent free weeks during the year. We will notify you of when these weeks are at the beginning of each financial year. We do not expect you to pay rent during these weeks unless you have rent arrears or any other associated housing debt. If you do have rent arrears or any other associated housing debt you will still receive your four rent free weeks, but you must make your usual rent and arrears payments to reduce the amount you owe.

If you have any difficulty paying your rent or other money you owe us, you must contact us immediately. Somebody else can do this for you if you have given them your permission.

We may change the amount of rent you pay for your home, but we will give you at least four weeks' notice in writing before we do. We usually review your rent once a year and this is normally at the start of each financial year. If we do this, we will write to you to tell you the new rent.

If you disagree with the rent change you can contact us and if we cannot reach an agreement, you can ask a tribunal to decide. Agencies such as Citizens Advice can help you with this.

If you are applying for Housing Benefit or Universal Credit Housing Element, it is your responsibility to ensure that all the forms and documents required by the Council or DWP are provided so that your claim can be administered promptly. You will be liable to pay any rent which is not covered by Housing Benefit/Universal Credit Housing Element.

4. Service charges (if applicable)

At the commencement of your tenancy we will provide you with the services listed on page 4 of this agreement for which you shall pay a service charge. The services listed within Schedule 1 to this agreement are not exhaustive and are subject to change.

We may, after consulting you, vary, add to or remove the services provided. Such changes may be required, for example, because of a need to remove or add a service, because of a change in the tenants receiving the service, or for other reasons.

The amount you pay as a service charge in relation to the services provided and listed in the tenancy particulars will be a fixed charge on a yearly basis.

From time to time we may have to vary the charge but we will give you at least four weeks' notice in writing before any change takes effect and any change will usually not take effect other than at the start of April each year. The cost of services shall be apportioned so as to be fair and reasonable as determined by us.

5. Housing management services (if applicable)

You may be provided with additional housing management services either at the commencement of this agreement or at some point during the course of your tenancy for which you shall pay a charge.

6. Additional support

You may be provided with additional services, including general counselling and assistance in relation to any or all of the following:

- Maintaining the security and safety of your home
- The standard of conduct required of you
- Paying your rent, service charges and/or any other associated housing costs
- Maintaining your home in an appropriate condition
- Giving up your tenancy at the appropriate time
- Contacting others to safeguard your welfare
- Any other support services as required which do not include personal care.

7. Arrears of rent and other charges

You agree to pay any arrears and other charges due to us at the date of this Tenancy Agreement in addition to the rent and other charges due under this agreement at the rate set out under the heading "Payments for your home" in the tenancy particulars. So that it is entirely clear, at the start of this Tenancy Agreement, you agree that we will treat any rent or service charge arrears that you owe on a previous home or any other premises we have let to you as arrears under this Tenancy Agreement. 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 home (or any other premises we have let to you) when this tenancy starts, we will:

- Add the amount of any credit to your rent account (this is known as crediting 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 home to pay off any arrears in your old home
- Any rent credits you have built up to cover the rent on your new 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

You must not use, or allow your home to be used, for criminal, illegal or immoral acts. In particular and in addition, you must not use your home in connection with:

- Cultivating or manufacturing, selling or conspiring to sell, unlawfully using, possessing or dealing in “controlled drugs” which are defined by Section 2 of the Misuse of Drugs Act 1971
- The storage or manufacture of unlicensed firearms and/or offensive weapons. Licensed weapons can only be kept with the landlord’s consent
- Handling or storing stolen or counterfeit goods
- Use of the home as a brothel.

You must get our written permission to operate any business from your home.

You, or anyone living with you or visiting your home, must not run a business from your home which is likely to cause a nuisance or annoyance to others. We can later withdraw permission if the business becomes a nuisance.

Businesses which are likely to cause a nuisance include, but are not limited to:

- Car repair and maintenance
- Printing
- Sound recording and/or mixing
- Any business which involves the use of noisy equipment, such as hydraulic equipment or industrial sewing machines
- Any business that involves the use of controlled substances such as certain chemicals.

11. Nuisance

You are responsible for the behaviour of every person (including children) living in, or visiting, your home. You are responsible for their behaviour in your home, in shared areas and in the locality of your home.

You, or anyone living with you or visiting your home, must not do anything which causes or is likely to cause a nuisance or annoyance to any person residing, visiting or engaging in a lawful activity in the locality of your home.

Nuisance amounts to anti-social behaviour and this includes, but is not limited to, the following:

- Shouting, screaming or persistent arguing
- Fighting
- Theft, including theft of and from a vehicle
- Taking vehicles without the owner’s consent
- Distributing controlled drugs
- Drug and alcohol abuse
- Playing music loudly or making other loud noise
- Banging or slamming doors
- Trespassing into a neighbour’s property
- Carrying out vehicle repairs on the road or on a commercial basis
- Rubbish dumping, fly-tipping or lighting fires
- Allowing rubbish to accumulate in or around your home
- Failing to keep your pets under control

- Persistent dog barking
- Throwing things through or out of the windows of your home or from balconies
- Placing anything on a window ledge, balcony or roof which could be a danger to anyone living in or visiting your home or the local area
- Driving or riding cars, motorcycles, trial or quad bikes, or similar, anywhere other than on the public highway or within designated areas
- Riding in or driving vehicles at excessive speed or otherwise dangerously
- Being drunk and disorderly in public
- Skateboarding and cycling on footpaths and balconies
- Breaking shared security. For example, allowing strangers to get into the building through a communal entrance by knowingly allowing entry remotely or by giving keys to unauthorised persons
- Vandalism, including writing graffiti
- Prostitution
- Urinating outside your home or your neighbour’s home or in public or shared areas
- Leaving syringes and/or other sharp or dangerous items in places where others may come into contact with them, rather than ensuring their safe disposal
- Dealing in pornography
- Lighting fireworks irresponsibly
- Violent or abusive behaviour or any form of harassment.

12. Harassment, racial or otherwise

You, or anyone living with you or visiting your home, must not harass, threaten to harass or use or threaten violence against any other person. You, or anyone living with you or visiting your home, must not discriminate against any person because of their race, nationality, sexuality, gender, religion or belief, age or disability. This means that you, or anyone living with you or visiting your home, must not do anything that may interfere with the peace and comfort of, or cause offence to, other persons in the locality of your home or to any of our tenants, employees, agents or contractors.

You must not encourage or allow any person to act in any of the ways described in this sub-section.

We will treat as a breach of this Tenancy Agreement any failure by you to use reasonable efforts to stop anyone living with you or visiting your home from acting in any way described in this sub-section.

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 your home. If you do so, we have the right to take action to evict you from the property and may take actions such as, but not limited to the following:

- We may apply to the court for repossession of your home and grant a new tenancy of your home to your partner or to another appropriate person
- If your joint tenant serves notice on us to end the tenancy, we may terminate the joint tenancy and may grant a new tenancy to your joint tenant in their sole name.

14. Noise

You must not play, or allow to be played, any sound systems, television, record, DVD, CD or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or that it can be 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 home and which belongs to Community Gateway Association, to your neighbours, to visitors, the general public, utility companies or the Local Authority. This also includes anything that may be fitted as a safety item e.g. smoke alarms and window restrictors.

You, or anyone living with you or visiting your home, must not interfere with or damage any equipment for detecting or putting out fires in your home or in shared areas.

You, or anyone living with you or visiting your home, must not tamper with the 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. If you cause any damage and we have to repair it, we will charge you for the cost 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 (no 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.

You must not erect a greenhouse, garage, 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 or 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.

Balconies must not be used for BBQ's, use of any items with an open flame, or charging of electrical items. They must be kept clear of discarded rubbish and must not be used for storage of combustible materials, household items such as redundant electrical goods, furniture or dangerous items. Smoking is permitted on balconies although extra care should be taken to ensure that cigarettes etc. are fully extinguished and disposed of appropriately.

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. Lodgers

As a result of the type and nature of the accommodation within which your home is situated and the need to maintain a supportive and appropriate community, it is not appropriate for residents to take in a lodger to share their accommodation with them and for this reason you are not allowed to take in a lodger.

A lodger is a family member or otherwise who rents accommodation in your home or otherwise occupies your home with you.

21. Short term overnight visitors

There may be occasions when you wish to allow a friend or family member to stay overnight. This is permissible on an occasional basis and as long as they do not stay for more than two nights in any 14 day period. For any other short term arrangement, you should first obtain our written permission.

22. Pets and animals

We hold a strict no animal policy at our Extra Care Schemes (with the exception of guide dogs only).

23. Internal decoration and hygiene

You must keep the interior of your home neat, tidy and clean. You must decorate the inside of your home as often as is necessary to keep it in good condition.

You must use the drainage system responsibly and you must not allow a drain to become blocked as a result of misuse. Unless you live in a flat, you are responsible for clearing and keeping clear and free from obstruction all gullies, entrances to drains, external air bricks and vents.

You must not deliberately obstruct any air brick or vent. You must dispose of your rubbish (including recycling) properly in line with the council's requirements, otherwise you may be charged for any clearances required. This includes the disposal of any bulky or unusual items.

You must report to your Local Authority (the council) the presence, in your home, of rats, cockroaches or any other vermin.

24. Flooring

You must keep the floors covered with an appropriate floor covering and you must take reasonable steps to alleviate any noise (relating to your choice of floor covering) from being heard in your neighbours' properties.

You must not use adhesive glue to secure floor covering. You will be charged for the removal of the floor covering in the event of repairs needing to be carried out.



If we are carrying out improvement works to your home which require the removal of any laminate flooring which you have installed, then you are responsible for the removal and reinstallation of the flooring. If you do not do so, we will not be responsible for any damage caused to the flooring.

25. Furniture

We may rent furniture to you with your home. Neither you, nor any member of your household or anyone visiting your home, may do any of the following:

- Sell, rent or give away any of our furniture
- Recklessly or deliberately damage or vandalise our furniture
- Remove any of our furniture from your home without our written permission. If you do, we may apply to the court to evict you and to charge you for any repairs or replacement. We reserve the right to reclaim the cost of any missing furniture through civil recovery action.

You are responsible for repairing our furniture which has been accidentally or deliberately damaged by you, by anyone living with you or by visitors to your home. If you do not carry out the repair as required, we reserve the right to carry out the necessary repairs and recover the cost from you.

You must report to us immediately any repair which needs to be carried out to the furniture that was caused by a fault or by fair wear and tear.

If you advise us that you intend to end your tenancy, we will arrange to inspect the furniture before you leave. We may charge you for broken or damaged items. You must allow our employees and contractors to enter your home at reasonable times to inspect the furniture after we have given reasonable notice.

26. Motorised mobility aids (electrical scooters)

You must seek the landlord's written permission before using and storing any motorised mobility aid ('electric scooter') within all Extra Care schemes. You are forbidden from entering any Extra Care scheme without written permission. If permission is granted, you are required to insure it for use and provide the landlord with an up-to-date copy of your insurance policy on a consecutive annual basis. Storage conditions of any motorised mobility aid are detailed within the scooter permission guide which will be shared if approval is granted. The landlord reserves the right to remove any motorised mobility aid that is inappropriately stored and/or does not have the correct insurance cover. We also retain the right to withdraw consent for you to keep and use a motorised mobility aid within the premises if you cause damage, or risk injury to others through poor due care and attention.

27. Shared areas

You must not cause an obstruction in any shared area. You must co-operate with us in keeping any shared areas clean and tidy. You must ask permission to store or leave any goods (including bicycles) in shared areas.

You must co-operate fully with any measures we take to protect the security of your and others' homes and you must keep all shared doors closed. You, anyone living with you or visiting you, must not interfere with any equipment in shared areas for detecting or for putting out fires.

You must keep all communal areas clean, tidy and free from obstruction and in particular not store anything in any communal area without written permission from the landlord. Any permission granted by the landlord may have conditions attached and the landlord retains the right to withdraw that consent at any time during the Tenancy.

You are prohibited from using any communal electrical point to charge personal electrical items including motorised mobility aids.

If anything is stored or left in any communal area by you without permission of the landlord and you fail to remove it, having been given reasonable notice to do so, the landlord may remove the item and store or dispose of it. If there are any costs associated with the removal or storage of the item, you will be responsible for paying those reasonably incurred costs.

28. Repairs and maintenance

You must take proper care of your home and report any faults or damage immediately. You have the right to receive reasonable notice of a proposed visit to carry out repairs or maintenance or view the condition and state of repair of the premises. If an appointment has been agreed to carry out a repair or inspection, you must keep it. If you are unable to keep an appointment, it is your responsibility to inform us and to ensure that a further appointment is made and kept. If you fail to keep an appointment, we may charge you for this. If the fault/damage is an emergency e.g. a burst or leaking pipe, you must allow us access as soon as this has been requested. Sometimes a repair or fault inside someone else's property necessitates access to your home. You are then responsible for giving us access to your home, when requested.

You must repair any minor damage to your home, shared areas and fixtures and fittings, caused by you, anyone who lives with you or visits your home. Any repairs that we carry out because of actions by you, anyone who lives with you or visits your home, will be charged to you.

If your repair call is made outside office hours this will transfer to the emergency call-out team. If you report repairs to this service which could not be reasonably classified as an emergency, we will charge you the extra costs of doing the work outside normal hours.

29. Minor repairs and maintenance

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

- Replacing electrical fuses and light bulbs
- Minor plaster work
- Maintaining and repairing anything you have fitted in your home
- 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 heated and ventilated and that air vents are kept clear and that proper venting arrangements are made for the extraction of water vapour from appliances (e.g. a tumble drier). If any condensation or consequential mould growth occurs as a result of any failure in this regard, you are responsible for its removal.

You must tell us as soon as possible about any repair which we have to carry out to your home. To reduce the risk from legionnaires disease, tenants are responsible for cleaning their shower head and hose at least once every three months.

30. Repairs or damage of a serious nature

You are responsible for the:

- Cost of re-glazing windows broken by you, a member of your household or a visitor to your home
- Cost of repairing any damage caused by the police, Community Gateway Association or its agents if they enter your home under a warrant or other legal powers of entry
- Cost of repairing anything damaged or neglected by you, a member of your household or visitor to your home
- The cost of any repairs which are necessary to your property because you did not report another repair to us or which could cause further damage if not dealt with.

Note: We may carry out such repairs on your behalf but we will charge you the reasonable cost of carrying out this work.

31. External decoration

You must not decorate the outside of your home unless you have our written permission.

32. Altering or improving your home

If you would like to make any alterations, improvements or additions to your property including wall fittings (such as wall mounted apparatus), internal and external fixtures or fittings, and/ or electrical equipment, written permission must be obtained from the landlord before any works are carried out.

33. Access

You must let our employees and contractors into your home periodically to inspect its condition, any fixtures and fittings, or to carry out repairs, maintenance or improvement works.

You must allow the Fire Service access to your home to carry out a home fire risk assessment.

We will give you at least 24 hours' written notice if your home needs to be inspected. In an emergency, immediate access may be required.

34. Gas safety

You must allow our employees or contractors access to your home to carry out a gas safety inspection. You must ensure that you have sufficient credit on the gas and electric meters to enable the checks to be carried out.

We will give you at least 24 hours' written notice, unless it is an emergency.

If you do not let us in, we may take legal action to make you let us in or to allow us to force entry to your home. We may recover any reasonable costs from you associated with such action. Persistent refusal of access may result in possession proceedings being started against you.

Note: Inadequate heating, blocks or leaks in the flue and lack of adequate ventilation can cause carbon monoxide poisoning. Our gas services make sure that your home is safe for you. It is important that we are allowed access to carry out essential inspection.

35. Vehicles and parking

You may not park certain vehicles, including a car, a motorbike, a boat, a caravan, a van, or a trailer, within the boundaries of your home unless you have a properly constructed hard standing, driveway or a garage with direct access from the highway, and unless there is an appropriate dropped kerb entrance. You, or anyone living with you or visiting your home, must not:

- Park a vehicle of a type which is designed to be used on the road, such as a car, a motorbike, a caravan or a van, on your property for more than 30 days if the vehicle is unroadworthy. You must not park a vehicle which is designed to be used on the road, and which is unroadworthy, on any other land which is owned by Community Gateway
- Store an 'end of life' vehicle/vehicles intended for use on the road but that would be dangerous to use on a road, within the boundaries of your home
- Park or drive a vehicle, which is intended for use on the road, on any open plan area, footpath or grass verge, other than a mobility scooter
- Park any motor home, caravan, boat, trailer, or business vehicle at your home or on any other land owned by Community Gateway Association without our prior written permission. Any vehicles larger than a transit size (3.5 tonnes or over) will not be allowed under any circumstances
- Build a garage, car hard standing, dropped kerb or driveway without obtaining our written permission. You may also need planning and building regulation approval

- Carry out major repairs to any vehicle within the boundaries of your home, on the highway or in any other public or shared area
- Receive any type of payment for the repairing of any vehicle at your home
- Obstruct access to any other home by parking inconsiderately
- Keep vehicles e.g. motorbikes inside the dwelling or in the shared areas, except the keeping of a pedal bike inside the property. Battery powered scooters used by the elderly or disabled are exempt as long as they do not cause an obstruction.

36. Harmful or dangerous materials

You must not keep, or allow anyone living with you or visiting you to keep, dangerous, offensive, harmful or inflammable materials. Only materials that can currently and reasonably be put to medical or domestic use and, in the case of liquids, no more than two litres in quantity, can be kept in your home. You must not store Liquefied Petroleum Gas – propane or butane bottled gas cylinders – in or around your property.

37. Absence from the property

If you intend to leave your home for more than 28 days, you must make sure that your home will be looked after and secure while you are away. You must inform us and provide us with your contact details or the contact details of someone else in the local area who can deal with any emergency on your behalf. You must ensure your rent is paid.

38. Ending the tenancy

If you want to end your tenancy you must give us at least four weeks' written notice, ending on either the first or the last day of a period of your tenancy. If your tenancy is weekly and you pay rent weekly, then the written notice must end on either the Sunday four weeks after service or the Monday four weeks after service.

The notice is served if it is taken or delivered by post to Harbour House. If you do not give proper notice, you will continue to be responsible for the rent and other payments. It is your responsibility to ensure that we receive the notice and that it is properly completed.

You must allow our employees and contractors access to your home to inspect its condition before you leave. You must report all repairs that are needed at your home (before you leave) and replace or repair broken items that belong to us. If you do not, we will carry out the work and charge you for doing so.

If you are a joint tenant and one of the other joint tenants gives a proper notice to end the tenancy which complies with the above requirements, then this has the effect of ending the tenancy for all of the tenants. In these circumstances we will consider whether to provide alternative accommodation to the remaining tenant(s) and/or take possession proceedings to remove any remaining tenants if, for example, the property would be under-occupied.

You must not allow any person who is not a tenant to remain living in your home when your tenancy has ended. If you have any lodgers or sub-letters, they must leave by the time your tenancy ends.

39. Moving out

At the end of the four-week notice period, you must give us vacant possession of your home. You must return all the keys to us before 12 noon on an agreed day at the end of the notice period. Keys handed in late may result in you being charged an extra week's rent, or, if you fail to return your keys, we can charge you for changing locks and obtaining new keys.

You must pay all rent and other charges which are due up to the date of the end of your tenancy, including any arrears.

When your tenancy ends, you must leave your home clean and tidy. We will charge you the cost of making good any damage you have caused (not including fair wear and tear). For example, we could charge you for the cost of cleaning the sink, toilet, gully or drain, or for moving rubbish or unwanted furniture you have left behind.

You must ensure that there are no animals left in the property when you leave and you must take reasonable steps to ensure that the property is free from rodent or insect infestation.

You must ensure the disconnection of any gas, electricity and water supplies and of household appliances is done safely and properly, and that this meets legal requirements and includes certification, where appropriate.

If you remove any fixtures or fittings which you have installed, you will be responsible for putting the property back to the way it was before you altered it. If you fail to do this, we may charge you for this work. All fixtures and fittings you have installed and are leaving in the property must be in good condition and proper working order.

You must ensure the disconnection of any gas, electricity and water supplies and of household appliances is done safely and properly, and that this meets legal requirements and includes certification, where appropriate. If you remove any fixtures or fittings which you have installed, you will be responsible for putting the property back to the way it was before you altered it. If you fail to do this, we may charge you for this work. All fixtures and fittings you have installed and are leaving in the property must be in good condition and proper working order.

40. Insurance

We are responsible for making sure the structure of your home is insured. You are responsible for insuring the contents of your home (your furniture and belongings).

You are strongly advised to take out full contents and tenant's liability insurance for your home. This should cover the cost of replacing broken windows. If you live in a flat, you should also take out insurance to cover you in case you cause damage to your neighbour's property.

Note: Community Gateway Association offers a home contents insurance scheme. Please contact us for more information.

41. Smoking ban

It is illegal to smoke in a public place or at work. The same rules apply to communal halls in sheltered schemes and to shared entrances, lifts and hallways in blocks of flats.

Community Gateway Association can take action against a tenancy if a tenant, a member of their family or a visitor, smokes in a 'no smoking' area and it causes a nuisance to other residents.

Tenants can still smoke in their homes and gardens, however, with the smoking ban in place, Community Gateway Association aims to create a healthy working environment for all its staff and contractors. If we are working in your home for long periods of time, please smoke in a room where we are not working or, if you are in the same room, open the windows and doors and ensure the smoke escapes without filling the room.

42. Portable gas heaters and portable radiant electric fires

You must not use any type of portable gas heater or portable radiant electric fire if your home is situated within "pavilion style" accommodation.

Otherwise, if you occupy any other style of accommodation you must first obtain our written permission before you can use this type of space heating.

If permission is granted you will at all times have responsibility for ensuring that the heater is serviced on an annual basis and that proof of such servicing (for example in the form of an annual gas safety certificate is provided to us on an annual basis).

Section 3

Our responsibilities

1. Problems or complaints

We are your first point of contact if you have any problems with your tenancy. If it is not resolved, we have a complaints procedure. If you feel that we have broken this agreement, you may complain to us. You can obtain independent advice from a Citizens Advice Bureau, Law Centre or from a solicitor.

2. Buildings insurance

We will make sure that the structure of your home is insured.

3. Structural/exterior maintenance

We will provide you with a home that meets the Government's Decent Homes Standard.

We will keep in repair the structure and exterior of your home and the building in which your home is situated as appropriate. This includes:

- Drains, gutters and external pipes
- The roof, outside walls, outside doors, window sills, window catches, sash cords and window frames (including necessary external painting and decorating)
- Internal walls, floors (excluding floor coverings), ceilings, doors, door frames, door hinges and skirting boards
- Chimneys, chimney stacks and flues
- Main entrance path
- Plasterwork
- Integral garages and stores.

We will comply with health and safety legislation.

4. Maintenance and repair of utilities installations

We will keep in repair and proper working order any installations within your home for space heating, water heating and sanitation and for the supply of water, gas and electricity.

5. Maintenance if you buy your home

If you apply to buy your home, we will continue to arrange these repairs until you have bought your home, but will not carry out any improvements.

6. Maintenance of shared areas

We will arrange the maintenance and repair of any shared areas around your home.

7. Furniture

We will keep in repair any furniture we rent to you with the home.

8. Making changes to your Tenancy Agreement

There may be circumstances where we would like to agree a change to the terms of your Tenancy Agreement to reflect current good practice. If this is the situation then we will involve you in the negotiations and will not bring in any alterations without your written agreement.

9. Gas safety

We will carry out an annual gas safety inspection at your home in accordance with Gas Safety Regulations 1998.

10. Exterior decorating

We are responsible for the exterior decorating of your home and of any shared areas.

11. Housing management

We will consult you about housing management matters which are likely to affect you and we will take your comments into account before we make any decision. This does not apply to changes to the rent you have to pay, although we will always give you four weeks' notice of any increase.

12. Granting permissions

You need the written permission of Community Gateway Association to comply with some conditions in this agreement. If we grant you permission, this will normally have conditions attached to it. We do not charge you for giving you permission to do something, although you may incur costs to comply with a condition.

We reserve the right to withdraw our permission if you do not comply with any of the conditions which we make. Requests for written permission should be made in writing to Community Gateway Association, Harbour House, Port Way, Ashton-On-Ribble, Preston, PR2 2DW.

Note: Even if we give our written permission, you may still need to get planning permission and comply with building regulations, in some 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 safeguard the home, but also to make 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 appropriate.

14. Criminal activity

If we believe that you are guilty of a criminal act, we can refer this matter to the police for them to investigate and, if appropriate, take action against you.



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.

The procedure in connection with possession proceedings will depend upon whether you have a starter or 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 from you to us should be sent or hand delivered to us, or to any other address to which you may be advised to send/deliver your notice or letters.

The address for service of documents is Community Gateway, Harbour House, Port Way, Ashton-On-Ribble, Preston, PR2 2DW.



customerservices@communitygateway.co.uk

Community Gateway Association
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