

Your Pathways (Scheme)

**assured shorthold**

**tenancy agreement**

Your rights and responsibilities as a  
Community Gateway Association tenant



community  
gateway

# Welcome to Community Gateway

## 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 22

## 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.

**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** accommodation in which you have exclusive use of:  
(your ‘apartment’)

with shared use of the following communal facilities:

together being referred to in this document as (your “home”)

**Permitted number** In addition to the tenant(s) listed above, the following people (who for the avoidance of doubt are not tenants), are permitted to live at your home, and will comprise your household:

a. your children or other dependants, who are under 18 years of age at the start of the tenancy:

b. the following adults:

The maximum number of people allowed to live at your home is  (the permitted number).

**Tenancy start date** This tenancy is an Assured Shorthold Tenancy. The tenancy begins on  until the following Sunday and will continue on a weekly basis until the following Sunday and will continue on a weekly basis after that until brought to an end in accordance with the provisions of this agreement. This Agreement is intended to create an assured shorthold tenancy agreement as defined in Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and the provisions for recovery of possession by us in Section 21 of the Housing Act 1988 apply accordingly.

### 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

One Bed Flat / Bedsit

<b>Your total weekly rent is</b>	£	<input type="text"/>
We work this out as follows:		
<b>Basic Rent</b>	£	<input type="text"/>
<b>Intensive Housing Management Costs</b>	£	<input type="text"/>
<b>Service Charge*</b>	£	<input type="text"/>

### Payments for your home

The total rent you must pay includes any extra charges listed.

\* Please see attached schedule for full breakdown.



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](http://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	<input type="text"/>	Date	<input type="text"/>
In the case of a 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"/>

### 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** accommodation in which you have exclusive use of:  
  
(your 'apartment')

with shared use of the following communal facilities:

together being referred to in this document as (your "home")

**Permitted number** In addition to the tenant(s) listed above, the following people (who for the avoidance of doubt are not tenants), are permitted to live at your home, and will comprise your household:

- a. your children or other dependants, who are under 18 years of age at the start of the tenancy:
- b. the following adults:

The maximum number of people allowed to live at your home is  (the permitted number).

**Tenancy start date** This tenancy is an Assured Shorthold Tenancy. The tenancy begins on  /  /  until the following Sunday and will continue on a weekly basis until the following Sunday and will continue on a weekly basis after that until brought to an end in accordance with the provisions of this agreement. This Agreement is intended to create an assured shorthold tenancy agreement as defined in Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and the provisions for recovery of possession by us in Section 21 of the Housing Act 1988 apply accordingly.

### 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

One Bed Flat / Bedsit

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"/>

### Payments for your home

The total rent you must pay includes any extra charges listed.

\* Please see attached schedule for full breakdown.



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](http://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	<input type="text"/>	Date	<input type="text"/>
In the case of a 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"/>

# 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 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 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.

### **3. Right to complain**

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





# Section 2

## Your responsibilities



### 1. Giving us information

You must give us correct information. We may take legal action to force you to leave your home if you (or somebody acting on your behalf):

- Make a statement which you know is false
- or
- Give 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.

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 the financial year. We will write to you to tell you the new rent and give you the chance to end your tenancy before the changes take place.

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 under the tenancy particulars section of this agreement for which you shall pay a service charge.

The services listed on page 4 of 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.

We may vary the support fees at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year.

You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

If, instead of us providing you with support services, a support provider provides you with such support services as listed above, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this agreement.

### 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 outgoing costs applying to your home including water, gas and electricity and other similar costs, whether metered or billed.

### 10. Scheme Safety Agreement

When you sign this document you agree to comply with the Scheme Safety Agreement. The Scheme Safety Agreement rules may be subject to periodic review and amendments (which will be agreed by the tenant(s) in advance).



### **11. 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.

### **12. 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
- Trespass 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.

### **13. 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.

### **14. 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.

### **15. 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 which can be heard from outside your home.

### **16. 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.





### **17. 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.

### **18. Gardens**

You must keep the communal garden to an acceptable standard.

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.

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

### **19. Keys and fobs**

You must take possession of the key and fob for the scheme and your apartment, keep them safe and report any loss or theft of the key/fob immediately to Community Gateway. You must not give or lend your key/fob to anyone else or allow them to be duplicated. Any lock changes or alterations for security reasons can only be undertaken by Community Gateway.

### **20. Insurance**

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

### **21. Overcrowding**

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

### **22. Pets and animals**

You must not keep any animal or pet in your home, unless we agree to a Registered Assistance Dog.







### **23. Internal decoration and hygiene**

You must keep the interior of your home neat, tidy and clean.

You must not decorate the interior or exterior of your home.

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 not remove, alter or interfere with any flooring in your apartment or communal areas.

### **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. Shared areas Your responsibilities**

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. No bicycles or items of a similar nature are allowed in the scheme building.

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.



### **27. Repairs and maintenance**

You must take proper care of your home and report any faults or damage immediately. 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.

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.

### **28. 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.





### **29. External decoration**

You must not decorate the outside of your home.

### **30. Altering or improving your home**

You must not carry out any alterations, additions, or improvements either inside or outside your home. If an alteration, addition, or improvement is needed that relates to a household member's disability or ill health, you must contact us.

### **31. 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.

### **32. 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.**

### **33. 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 curb 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 curb 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.
- You must not keep or charge a mobility scooter at your home, without obtaining our prior written consent. Consent will only be granted if suitable space is available at the time of request.
- You must not charge a mobility scooter in any communal areas, unless a suitable scooter store and/or charging point has been provided.

### **34. 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.

### **35. Absence from the property**

If you intend to leave your home for more than 72 hours, you must inform us and provide us with your contact details. You must ensure your rent will be paid while you are away.





### **36. 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.



### **37. 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.

### **38. Insurance**

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, when 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.

When you leave your home it is your responsibility to ensure that we have your forwarding address in writing. If you should fail to supply us with this, we can continue to treat the property as your address for the purposes of serving letters, notices etc.

more information.

### **39. Smoking ban**

You must not smoke within your apartment, any private or communal areas, corridors or stairwells. This also includes the use of electronic cigarettes. You must only smoke in the designated smoking area provided which is outside.

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.

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



# 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/external maintenance**

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.

### **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 of shared areas**

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

### **6. Furniture**

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

### **7. 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.

### **8. Gas safety**

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

### **9. Exterior decorating**

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

### **10. 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.

### **11. 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.

### **12. 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.

### **13. 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.

### **14. 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.

### **15. 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.

# Anything else you need to know?

Call 0800 953 0213

email: [customerservices@communitygateway.co.uk](mailto:customerservices@communitygateway.co.uk)



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

0800 953 0213

[www.communitygateway.co.uk](http://www.communitygateway.co.uk)

