Your Pathways (Community) assured shorthold tenancy agreement

Your rights and responsibilities as a Community Gateway Association tenant





Welcome to Community Gateway

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Your Tenancy Agreement

Community Gateway Association owns your property and is your landlord.

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

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

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

Other formats

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



YOUR PATHWAYS ASSURED SHORTHOLD TENANCY AGREEMENT | TENANT COPY

This Tenancy Agreement is between Community Gateway Association ("we", "our" or "us") which is registered with Homes England under Section 3 of the 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) ("you"). In the case of joint tenants, "you" means each joint tenant named above. Each of individually has the full responsibilities and rights set out in this Tenancy Agreement Tenancy address

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

Tenancy start date This tenancy is an Assured 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.

Description of your home

Rights of third parties

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



YOUR PATHWAYS ASSURED SHORTHOLD TENANCY AGREEMENT | TENANT COPY

Tenancy particulars

Payments for your hom. The total rent you must pay any extra charges listed.	Your total week! We work this out Basic Rent Intensive Housin Service Charge	t as follows:	£	
Grounds Maintenance £	Communal Gas £	Payments for	your home	
Estate Services £	Building Insurance £		Weekly rent £	
Communal Lighting £	Lift Maintenance £	Service charg	je items:	
Communal Cleaning £	Management Charge £	*	Service charge £	
Cleaning Materials £	CCTV£		Intensive Housing	
Communal TV Aerial £	Checking for Legionella £	Mar	nagement Costs £	
Fire Safety/Detection $\mathfrak L$	Pest Control £	Payment toward	ards arrears due at t	the date
Communal Area Decoration $\mathfrak L$	Gritting £		Agreement is signe	
Window Cleaning £	Intensive Housing	(see Clause 2		
Door Entry System £	Management £		£	
Emergency Lighting £		 Total v	weekly payment £	
Security Equipment £	Makey and anyone a mater and C			
Communal Electric £	Water and sewerage rates and C Tax are not included .	Jouncil		

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

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

Terms of the tenancy

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

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



YOUR PATHWAYS ASSURED SHORTHOLD TENANCY AGREEMENT | CGA 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

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Your name (s)

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in respect of

("vour home")

Tenancy address

Description of your home

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enancy particulars

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

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

About your Tenancy Agreement

This is a Tenancy Agreement between 1 You break any condition of this

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

2 You are living in a property which has been built or adapted for a

- home and
- We need the property for someone

3 We need to demolish, rebuild

You do not occupy (or, if this is a

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

2. Possession

sub-let the whole of it. It must be your only your permission.

3. Payment of rent

If you have any difficulty paying your rent

Other payments may be due at the same responsibility to ensure that all the forms

not covered by Housing Benefit/Universal

4. Service charges (if applicable)

listed under the tenancy particulars

because of a need to remove or add

listed in the tenancy particulars will

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



5. Housing management services (if applicable)

housing management services either at

6. Additional support

You may be provided with additional

- of you

- Contacting others to safeguard
- which do not include personal care.

You agree to accept the level of support to ensure the necessary standard of independence is achieved.

support services, a support provider provides you with such support services agreement with that service provider in accordance with that separate

7. Arrears of rent and other charges

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 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 home or any other premises we have

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

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 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;
- 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

11. Nuisance

amounts to anti-social behaviour and

- unauthorised persons

- Urinating outside your home or your

12. Harassment, racial or otherwise

that may interfere with the peace and

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

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

13. Domestic abuse

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

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

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

14. Noise

DVD, CD or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons heard from outside your home.

15. Damage to property

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

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

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



16. Crime and community impact

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

17. Gardens

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 permissior 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 of from balconies or roofs.

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

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

18. Insurance

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

19. Overcrowding

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

20. Pets and animals

You must not keep an animal in your home without first obtaining our written permission. Such permission will not be unreasonably withheld, delayed or withdrawn. If we grant permission, it will be conditional upon you complying with (a) the conditions contained in our Framework of Good Practice on Pet Ownership, and (b) any special restrictions we may impose, and (c) the conditions in this agreement.

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

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

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

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





21. Internal decoration and hygiene

22. Flooring

23. Furniture

your household or anyone visiting your

You must allow our employees and

24. Shared areas Your responsibilities

You must not cause an obstruction in any shared area.

leave any goods (including bicycles) in

measures we take to protect the security

You, anyone living with you or visiting you, must not interfere with any equipment in



25. Repairs and maintenance

You must take proper care of your responsibility to inform us and to ensure that a further appointment is made and we may charge you for this. If the fault/ damage is an emergency e.g. a burst or responsible for giving us access to your

your home, shared areas and fixtures

of actions by you, anyone who lives with

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

26. Minor repairs and maintenance

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

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

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



27. Repairs or damage of a serious nature

28. External decoration

29. Altering or improving your

30. Access

31. Gas safety

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

32. Vehicles and parking

caravan, a van, or a trailer, within

- must not park a vehicle which is
- would be dangerous to use on a road,
- intended for use on the road, on any

- or on any other land owned by Community Gateway Association without our prior written permission. (3.5 tonnes or over) will not be allowed
- dropped curb or driveway without
- shared area
- Receive any type of payment for the
- except the keeping of a pedal bike scooters used by the elderly or disabled cause an obstruction.

33. Harmful or dangerous materials

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

34. Absence from the property

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



35. Ending the tenancy



36. Moving out

return all the keys to us before 12 noon

leave and you must take reasonable

safely and properly, and that this

back to the way it was before you altered

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

37. Insurance

are responsible for insuring the contents

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

cause damage to your neighbour's

Note: Community Gateway Association offers a home contents insurance

38. Smoking ban

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

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

Section 3 Our responsibilities

1. Problems or complaints

2. Buildings insurance

We will make sure that the structure of **6. Furniture**

3. Structural/exterior maintenance

We will keep in repair the structure and **Tenancy Agreement**

4. Maintenance and repair of utilities installations

5. Maintenance of shared areas

7. Making changes to your

• The roof, outside walls, outside doors, to reflect current good practice. If this

8. Gas safety

with Gas Safety Regulations 1998.

9. Exterior decorating

We are responsible for the exterior shared areas.

10. Housing management

likely to affect you and we will take

11. Granting permissions

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

any of the conditions which we make. House, Port Way, Ashton-On-Ribble,

permission, you may still need to get planning permission and comply with home becomes unsightly or a danger, or if the structure of the home is sure that any work done could not

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 question and keep you informed about the progress of your complaint.

We investigate all complaints of anti-social behaviour and will use

13. Criminal activity

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

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 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 to which you may be advised to send/

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

Anything else you need to know?

Call 0800 953 0213

email: customerservices@communitygateway.co.uk



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www.communitygateway.co.uk





