

DATE OF PUBLICATION: 10 May 2013

RESTRICTIONS AND REGULATIONS TO BE OBSERVED BY LONG LEASEHOLDERS

- 1 . The Tenant shall not store in the Flat quantities of inflammable materials or gases other than may be reasonably required for domestic use and in particular where the Building consists of two or more storeys the Tenant shall not place or keep in the Flat any quantity of inflammable materials or gases stored under pressure.
- 2. The Tenant shall advise the Corporation as soon as possible of any defect in the Flat.
- 3. The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building or the Estate and the Tenant shall be responsible for cleaning communal landings and passageways adjacent to the Flat.
- 4. The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt roadway or pathway adjoining or near to the Building (save only to such extent and subject to such conditions as may be permitted by the Corporation).
- 5. The Tenant shall comply with and be bound by any special regulations made by the Corporation relating to the user of any baggage or cycle room or store garage or parking lot which shall be published by notice affixed therein or handed to the Tenant or his agent anything left therein shall be at the Tenant's entire risk Any such user by the Tenant shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement.
- 6. The Tenant shall ensure that any domestic pet is kept under proper Control.
- 7. All further or other rules and regulations made at any time and from time to time by the Corporation in addition to or substitution for the foregoing rules and regulations or any of them which the Corporation may deem necessary or expedient for the safety care or cleanliness of the Building the Estate or any part thereof or for securing the co and



convenience of all tenants in the Building or on the Estate should have observed PROVIDED ALWAYS that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden.

Where the expression "the Flat" includes a garden the following additional restriction and regulations shall apply thereto:-

- 8. The Tenant shall keep the garden and all trees shrubs and hedging therein in good order and condition and properly tended fed cultivated and pruned or trimmed as appropriate and will use the same only as a garden ancillary to the residential occupation of the Flat and will replace all losses and cultivate the garden and keep the same free from weeds and keep the paths in good order and condition and free from weeds and keep the grass properly mown trimmed and rolled and will not remove or except in the proper course or cultivation and management cut or lop any trees shrubs bushes or hedging.
- 9. The Tenant shall not erect fences exceeding one metre in height and any fences erected by the Tenant shall conform to the general character of the Estate or surrounding neighbourhood.
- 10. The Tenant shall not plant any tree shrub or other perennial plant likely to exceed two metres in height upon maturity.
- 11. The Tenant shall not keep any animals or livestock in the garden nor shall the Tenant allow any animals or livestock to exercise therein other than a pet kept under proper control.
- 12. The Tenant shall not carry out any development as defined by the Town and Country Planning Act 1990 or any statutory modification or reenactment thereof for the time being in force nor shall the Tenant cause any building or erection to be erected in the garden other than the construction of a path or patio area with a surround or wall not exceeding 305mm in height.
- 13. The Tenant shall not bring into the garden any motor vehicle caravan or mobile home.
- 14. The Tenant shall not allow any rubbish to accumulate in the garden nor light any fire or incinerator nor keep any compost unit or other device likely to cause a nuisance or annoyance to any adjoining or neighbouring tenants or occupiers.
- 15. The Tenant shall within 14 days of a written request provide to the Corporation the following proof that any gas appliance or installed pipework within the Flat or any flue serving such an appliance condition:



- (a) a written record provided in accordance with Regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 or any statutory modification or re-enactment thereof for the time being in force or
- (b) such other written record as the Corporation acting reasonably accepts as demonstrating compliance in the case of a Tenant who is not under a statutory duty to comply with the aforesaid
 Regulation 36 in any event and which record results from an inspection carried out not more than twelve months before the date the record is provided to the Corporation.
- 16. The Tenant shall not cause or permit the Flat:
- (a) to be or become overcrowded in contravention of Part X Housing Act 1985 or any statutory modification or re-enactment thereof for the time being in force.
- (b) to be or become a Category 1 or 2 hazard on the grounds of crowding and space under Part 1 Housing Act 2004 or any statutory modification or re-enactment thereof for the time being in force.
- 17. The Tenant shall ensure that all electrical circuits, wires, fixtures, fittings and fixed equipment in the Flat are in a safe and serviceable condition.
- 18. The Tenant shall not cause permit or suffer the disposal of any items materials fluids or substances through any sinks baths lavatories cisterns waste or soil pipes in the Flat that may cause a blockage in or contamination to the sewers drains channels and watercourses under or passing through the Building or any part thereof.
- 19. The Tenant shall not:
- (a) erect any security grille gate or other structure over or across the windows or doors fitted in the walls bounding the Flat without the prior written consent of the Corporation. Consent may only be granted in the Corporation's discretion and in any event only where the erection of the grille gate or other structure would not amount to a trespass to the Corporation's retained property
- (b) permit or suffer the erection or continued erection of any security grille gate or other structure over or across the windows or doors fitted in the walls bounding the Flat which does not have the prior written consent of the Corporation