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Title Tenancy Management Policy		Active From	16/09/09	
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1.0 Scope

To create and maintain a well-managed environment in which residents can enjoy their homes and surroundings in peace without undue disturbance from others.

2.0 Objective

2.1 To ensure that members of the board, Association staff and all tenants fully understand each other's responsibilities as outlined in the tenancy agreement and to ensure that all parties fully implement their obligations as outlined in the tenancy agreement.

2.2 In addition it is to ensure that a comprehensive and efficient estate management service is provided to all residents.

2.3 This policy also aims to provide a system which allows breaches of the tenancy agreement to be reported, with appropriate action taken to enforce the terms of the tenancy agreement whenever necessary.

3.0 Definitions & Abbreviations

NIHE Northern Ireland Housing Executive
CH Connswater Homes

4.0 Responsibilities

Board of Management	Ratification of procedures relating to Tenancy Management Review of Tenancy Management Policy
Chief Executive	Monitoring & Review of Tenancy Management Policy Implementing Tenancy Management Policy in Housing Managers absence
Housing Manager	Monitoring & review of Tenancy Management Policy Implementing Tenancy Management Policy Management of Housing Officer in relation to functions involving tenancy management issues
Housing Services Assistant / PA	Assist Housing Manager with administration of Tenancy Management Policy

5.0 Related Documents

Allocation & Transfer Policy	HM – 01
Anti-Social Behaviour Policy & Procedure	HM – 02
Rent Management Policy	HM – 05
CH Introductory Tenancy Agreement	Appendix 1
CH Secure Tenancy Agreement	Appendix 2

6.0 Method of Operation

6.1 Allocations

The Association's allocations policy will be adhered to at all times and kept in line with the Northern Ireland Housing Executive's Common Selection Scheme.

6.2 Neighbour disputes

All complaints made regarding tenancy disputes and anti-social behaviour can be made under the Association's Anti Social Behaviour Policy and Procedure HM – 02.

A copy of this policy is available upon request from the Association's office.

6.3 Harassment

The Association will not tolerate harassment from or against existing tenants and/or any other members of a household. Harassment includes noise, physical attacks on persons, damage to property, verbal abuse and any other form of behaviour, which deprives any person of the peaceful enjoyment of his/her home on the grounds of race, colour, gender, religion, sexual orientation or disability.

6.4 New Tenancy Visits

All new tenants will be visited within 8 (eight) weeks after date of entry. If any potential problems are identified, follow up visits and any appropriate action will be arranged.

Where a tenant is unavailable s/he will be asked to contact the office and arrange a suitable future date for visiting.

6.5 Tenancy Agreement

The contents of the tenancy agreement shall be explained to all new tenants at the time of signing. This agreement sets out the obligations of the Association as a landlord and the responsibilities of the tenant in terms of how the tenancy should be conducted.

A tenant's handbook will also be provided and a tenant will complete a tenancy record sheet upon acceptance of a new dwelling.

6.6 Arrears Policy

Arrears will be dealt with in accordance with the Association's Rent Management Policy HM – 05.

Tenant confidentiality will be respected at all times and monthly reports made to the Board of Management.

Further details regarding rent arrears and/or a copy of this policy is available upon request from the Association's office.

6.7 Pets

The tenancy agreement states that written permission is required from the Association before a resident may keep more than one domestic animal within the dwelling.

From the date of policy implementation, this will also apply to those who wish to erect pigeon lofts. Other tenants in the vicinity will be consulted for approval and any responses will be kept confidential.

It also states that animals owned by the resident or visitors must be kept under control, not cause noise or nuisance, nor be allowed to foul any common areas, stairways or paths.

6.8 Disposal of Household Contents

The disposal of bulky household items is the responsibility of the tenant. In such an event, s/he should contact a private removal company or the Refuse Collection Department at their local authority council offices. This should be done as tidily and safely as possible.

6.9 Garden Maintenance

The tenancy agreement states that gardens and/or yards are the responsibility of a tenant where s/he is physically fit enough to maintain it. The Association will only maintain common areas.

Inspections will be carried out throughout the year to ensure that all gardens are being maintained to a satisfactory standard and tenants will be notified of inspections at least two weeks in advance. Where problems are identified letters will be sent directly to the tenant and these will be followed up until the matter is resolved.

Any tenant who fails to maintain his/her garden and/or yard in an acceptable and reasonable condition could face referral to the Environmental Health Department of their local authority council.

An annual garden competition may be organised to encourage 'a high standard of upkeep'.

Procedures and further information is detailed separately in the Association's Garden Policy.

6.10 Common Areas

Each tenant should take his/her turn to ensure that common areas of ground are kept neat and tidy. If any problems are identified, s/he should then contact the Association.

The common areas are for the mutual and equal enjoyment and use by all the residents sharing the area. Ball games are prohibited in these areas.

6.11 Pest Control

Where a tenant reports a problem with vermin or pest infestation in a common area, the Association will contact the Environmental Health at the local council authority to deal with the matter.

If the problem occurs within the tenant's property, the tenant will be directed, where possible, to Environmental Health. This will allow the tenant to make arrangements for access to his/her home.

6.12 Graffiti

The Association operates a zero tolerance policy on graffiti and its removal is treated as an emergency. Tenants may incur costs for removal of graffiti where it is defacing a property, and has been caused by the tenant or a visitor to his/her home. Where applicable, advice will be offered to the tenant on how to remove graffiti by use of a chemical solution.

It is important to note that not all cases may be dealt with and we will only tackle graffiti where it is feasible to do so.

6.13 Erection of Aerials and Satellite Dishes

Written consent is required from the Association prior to the installation of such equipment.

6.14 Void Property

This is covered in the Association's Void Management Policy. Further details and/or a copy of this policy is available upon request from the Association's office.

Monthly reports on lets and housing list statistics will be presented to the Board of Management.

6.15 Abandoned Property

Abandoned property will be treated in accordance with the guidelines set down in the current tenancy agreement and subsequently the Housing (NI) Order 1983 Article 41 (3).

All reasonable steps will be taken to ensure that a property has indeed been abandoned and such action will be recorded in detail. If satisfied that the property has indeed been abandoned, two Association staff members will serve a Notice of Abandonment.

Once a Notice of Abandonment has been served, the tenant has 28 days in which to contact the Association. At no time during these 28 days will Association staff enter the property unless it is for security purposes or an emergency. If, at the end of the 28-day period, we believe the house to be abandoned, the property will be repossessed.

The tenant should notify the Association in writing that s/he wishes to retain the tenancy and that it will be used as a principle home. In such instances, the abandonment notice will cease after a thorough investigation.

7.0 Policy Review

The Board of Management will review this policy every three years or as legislation dictates.

Introductory Tenancy Agreement

CONNSWATER HOMES LIMITED

TENANCY AGREEMENT

1.0 GENERAL

- 1.1 This tenancy agreement is made between Connswater Homes, 157 Upper Newtownards Road, Belfast hereinafter called “the Association” and **Name**, hereinafter called “the Tenant”¹ of **Application Address** on the **Date of sign up**.
- 1.2 It is in respect of a letting of the dwelling known as **Tenancy Address** hereinafter called “the dwelling” by the Association to the Tenant. The tenancy will take effect on **Tenancy Start Date** and is an introductory tenancy, the terms of which are set out in this agreement.
- 1.3 As an introductory tenant you will become a secure tenant on the **same date one year forward** provided the Association has not issued legal proceedings against you for possession of the dwelling or the tenancy has not otherwise ceased to be an introductory tenancy by virtue of the provisions of the Housing (NI) Order 2003.
- 1.4 The terms of this agreement can be changed or altered by mutual agreement between the Association and the Tenant or by the Association serving four weeks notice of its intention to make any changes or alterations.
- 1.5 The Association must serve a preliminary notice of the proposed variations asking the Tenant for comments and will consider these comments before any changes or alterations take place.

2.0 RENT

The conditions of the tenancy have been agreed as follows;

- 2.1 The rent² falls due on the Monday of each week and is payable upon commencement at the following rate;

Net Rent

Rates

Total Payable

¹ In the case of joint Tenants the term Tenant applies to each of them and the names of all joint Tenants should be written above. Each Tenant has the full responsibilities and rights set out in this agreement.

² The term rent refers to the sum of the net rent and the rates set out or as varied from time to time in accordance with this agreement.

2.2 Changes in Net Rent

The Association may vary the net rent payable for the dwelling but only by giving the Tenant not less than four weeks notice in writing. The net rent stated in 2.1 above will not change before April 2007 and only increases once on an annual basis thereafter.

2.3 Changes in Rates

If the rates are collected along with the rent, then any increase will take effect immediately. However, the Association will always try to give reasonable notice of any rates increases.

3.0 REPAIR OBLIGATIONS

The Association shall make every effort to have the repairs for which it is responsible carried out within its target period for the type of repair. This is set out as follows;

Type of Repair	Completion Time
Emergency	24 Hours
Urgent	4 working days
Routine	28 working days

These targets may be reviewed from time to time and the tenant(s) will be advised of any changes in writing. These completion times will depend on circumstances e.g. holidays/contractor and accessibility to the dwelling.

3.1 Association's Repair Obligations

With the exception of cases where there is evidence of neglect or carelessness, the Association will;

- I. Keep in good repair the structure and exterior of the premises including;
 - i. Garden paths, steps, walls, fences, outside planters and gates provided by the Association.
 - ii. Outside walls, roofs, valleys, chimneys, chimneystacks and flues.
 - iii. Gutters, external pipes, drains and sewers.
 - iv. External doors, door frames and saddles, letterboxes (as per original fittings)
 - v. Window frames, sashes, catches, sash cords and sills.
 - vi. Plasterwork, excluding minor works.
 - vii. Internal Walls, Ceilings, Floors, Staircases and Skirting Boards.
 - viii. Decoration of external walls, ironwork and woodwork.

- II. Keep in good repair and proper working order any installations provided by the Association for the supply of water and electricity, space heating, water heating and sanitation including;

- i. Basins, sinks, baths, toilets, flushing systems and wastepipes.
 - ii. Electrical installation including wiring, sockets, switches, ceiling roses, lamp holders, storage heaters and door entry systems.
 - iii. Water heaters, hot water cylinders, water storage tanks, boilers, fireplaces (where installed by the Association), central heating installations and coal bunkers.
- III. Abide by the policy below for miscellaneous items
- i. Where refuse bins are required at the dwelling the Association will ensure that there is an appropriate bin in working order at the start of the tenancy and accepts no responsibility thereafter.
 - ii. Where rotary clothesline driers are required at the dwelling the Association will only ensure that there is an acceptable rotary drier at the start of the tenancy and accepts no responsibility thereafter.

3.2 Association's Repair Limitations

The Association is not obliged to perform the following;

- i. To repair or maintain anything that is the responsibility of the Tenant as detailed in Section 3.3
- ii. To repair or maintain anything constructed or provided by the Tenant unless written agreement has been received from the Association in advance and after inspection the Association confirms, in writing, that it is satisfactory³.
- iii. Any item, which the Tenant is able to remove from the dwelling, will not be repaired or maintained by the Association.
- iv. To rebuild or reinstate any dwelling in the case of destruction and/or damage by fire, flood or storm. However, the Association will normally rebuild or reinstate unless it feels that circumstances are such that it is unreasonable to do so.
- v. To make good any damages to the dwelling or the Association's fixtures or fittings caused by the Tenant or any member of his/her household or any lawful visitor to the dwelling, with the exception of fair wear and tear.
- vi. To repair or maintain anything where written and specific notice of the fault has not been given to the Association by or on behalf of the Tenant.
- vii. To carry out non-essential⁴ repairs if the Tenant is six weeks or more in arrears of whatever portion of rent s/he is personally liable to pay. If the Tenant has arrears of six weeks or more, but is regularly paying a sum off these arrears plus his/her rent, the

³ Permission or confirmation is not to be unreasonably withheld.

⁴ An essential repair is one which ensures the safety of the occupant(s) or which keeps the building weather proof.

Association will acknowledge this by carrying out those non-essential repairs for which it is responsible.

3.3 Tenant's Repair Obligations

The Tenant is responsible for;

- i. Repairs to electrical appliances, fires, heaters and light fittings not installed by the Association or not accepted by it for maintenance under Section 3.1
- ii. Fuses, except main fuses, which are the responsibility of the Electricity Authority.
- iii. Electric plugs, light bulbs, fluorescent tubes and starters
- iv. Keeping the interior of the dwelling in reasonable decorative order.
- v. Frets and bars and glass panels on room heaters.
- vi. Care and upkeep of gardens and hedges.
- vii. Cleaning out gully traps outside and wastes at sink, basins and baths.
- viii. Stoppers and chains for baths, sinks and basins.
- ix. WC seat and fitting.
- x. Replacement of broken glass in windows and doors.
- xi. Curtain rails and coat hooks.
- xii. Minor repairs and maintenance of windows, kitchen units, other units and furniture provided by the Association, internal doors, internal and external door hinges, locks and handles.
- xiii. Sweeping chimneys and any costs of work required because of failure to sweep chimneys.
- xiv. Minor internal plaster cracks.
- xv. Where the Association has fitted smoke alarms and/or carbon monoxide detectors, the maintenance of same is the responsibility of the Tenant. In the case of the alarm being connected to the mains electric supply, the appliance must also be fitted with a battery backup.
- xvi. The replacement of batteries is the Tenant's responsibility. As in accordance with fire authority advice you should test your smoke alarm(s) once a week.

*** These lists are not exhaustive and tenants should refer to the Association's Maintenance Policy.**

3.4 Damages to Dwelling

3.4.1 The Tenant has a duty to make good any damages to the dwelling or the Association's fixtures and fittings or to the common parts, caused by the Tenant or any member of the Tenant's household or any lawful visitor to the dwelling, with the exception of fair wear and tear.

3.4.2 Where damage has occurred or unauthorised work has been carried out, the Association may give written notice to the Tenant detailing the items to be made good and that failure to do so within the time specified may result in the Association having the work carried out and charging the cost to the Tenant.

4 FURTHER OBLIGATIONS OF THE ASSOCIATION

4.2 Tenant's Right to Occupy

To give the Tenant possession of the dwelling at the commencement of the tenancy and not to interrupt or interfere with the Tenant's rights to peacefully occupy the premises except where;

- i. Access is required to inspect the condition of the dwelling or to carry out repairs, alterations, improvements or other works to the dwelling or adjoining property.
- ii. A court has given the Association possession by ending the tenancy.

4.3 Tenant's Guarantee

To provide the Tenant with information on housing management policies as required by the guidance issued under the Department of Environment (NI) using its powers under Article 11 of the Housing (NI) Order 1992.

4.4 Insurance

To insure the building, fixtures and fittings provided by the Association. However, this does not provide cover for personal possessions of the occupant.

5 FURTHER OBLIGATIONS OF THE TENANT

5.1 Possession

To take possession of the dwelling at the start of the tenancy and not to part with possession of the dwelling or sublet the whole of it.

5.2 Use of the Dwelling

To use the dwelling for residential purposes only and as the Tenant's sole principal home. The dwelling must not be used for any business, illegal or immoral purposes.

5.3 Rent

Rent, rates and any other charges must be paid regularly and promptly as they fall due.

5.4 Nuisance to Neighbours

Not to cause, allow members of his/her household or lawful visitors to cause a nuisance or annoyance to neighbours or other Tenants of the Association.

5.5 Harassment

Not to commit or allow members of his/her household or lawful visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any other Tenant, member of his/her household, lawful visitors or neighbours.

5.6 Noise

Not to play or allow playing of any audio visual equipment or other machinery so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the dwelling between the hours of 11.30 p.m. and 7.30 a.m.

5.7 Caravans

Not to park or allow the parking of any caravans, mobile homes, boat vehicles or other items within the dwelling or neighbourhood in such a way that it causes a nuisance or annoyance to the occupiers of neighbouring or adjoining dwellings.

5.8 Upkeep of the Dwelling

To keep the interior of the dwelling in a good and clean condition and to keep in repair anything for which the Tenant is responsible.

5.9 Reporting Disrepair

To report to the Association promptly any disrepair or defect for which the Association is responsible.

5.10 Access

To allow the Association's employees or contractors acting on behalf of the Association, access at all reasonable times to inspect the condition of the dwelling or to carry out repairs or other works to the dwelling or another adjoining dwelling.

The Association will normally give at least 24 hours notice and come between 9 a.m. and 5 p.m. although immediate access may be required in the event of an emergency.

Tenants of first floor flats must allow access to the roof space for inspection and repairs to water tanks which service ground floor flats.

5.11 Planning and Building Control

Not to use or allow the dwelling to be used in any way contrary to planning and building regulations.

5.12 Gas

Not to store or allow the storage of any liquid petroleum gas or paraffin on the premises.

5.13 Keys

To pay for the replacement of any lost keys and return all keys to the Association upon termination of the tenancy.

5.14 Written Permission

The Association's written permission must be obtained before;

- i. Exchange with another Tenant.
- ii. Subletting any part of the dwelling.
- iii. Carrying out any structural alterations or making alterations or additions to the premises including those to fixtures such as fireplaces, kitchen units and tiles.
- iv. Erecting or permitting to be erected any structure in the grounds of the property.
- v. Decorating any part of the exterior of the dwelling.
- vi. Keeping more than one domestic pet in the Association's houses and keeping any pet in the Association's flats.

5.15 Ending a Tenancy

To give the Association at least twenty eight days notice in writing of terminating the tenancy. This shall take effect on the day ending the twenty eight day period if this is a Monday and if this is not, the first Monday thereafter.

The tenancy will not end until both the notice period has expired and the keys of the premises have been handed in, unless otherwise agreed.

5.16 Moving Out

To give the Association vacant possession and return the keys of the dwelling at the end of the tenancy and to remove all furniture, personal belongings and rubbish.

To leave the dwelling, including fixtures and fittings in good lettable condition and repair.

The Association accepts no responsibility for anything left at the dwelling by the Tenant at the end of the tenancy and will dispose of any such items as it thinks fit and without notice. Cost of such disposal will be chargeable to the vacating Tenant.

6 Tenant's Rights

The Housing (NI) Order 1983 provides secure Tenants of registered Housing Associations with a code of statutory rights. The main provisions are summarised below;

6.1 Security of Tenure

The Tenant has security of tenure so long as s/he occupies the dwelling as his/her own principal home and subject to the Association being able to regain possession on the grounds summarised in Section 7.0

6.2 Succession

On the death of the Tenant, his/her spouse has the right to succeed to the tenancy if the dwelling is his/her sole principal home.

If a spouse does not succeed, the tenancy may be passed to another member of the family who has resided in the dwelling as his/her principal home for the previous twelve months.

While only one succession is required under the Housing (NI) Order 1983, the Association may allow a further one.

When a joint Tenant dies, a surviving joint Tenant is considered to be a successor.

6.3 Lodgers

The Tenant may take in lodgers without the Association's permission.

6.4 Sub-letting

Part of the dwelling may be sublet with the written consent of the Association.

6.5 Improvements

The Tenant can make alterations and additions with the Association's written consent. This consent may be made conditional upon the work being carried out to a certain standard and failure to comply with these conditions may be treated as a breach of the Tenant's obligations.

6.6 Information

The Tenant has a right to information from the Association about the terms of this Secure Tenancy about the Association's repairing obligations, its policies and procedures on Tenant consultation, housing allocations, transfers and exchanges and arrangements for varying them.

6.7 Consultation

The Association will consult with the Tenant before making changes in issues related to housing management and maintenance, which are likely to have a substantial effect on the Tenant.

6.8 Exchange

The Tenant has the right to exchange the tenancy by assignment with that of another secure Tenant of a registered housing Association, the Northern Ireland Housing Executive subject to the prior written consent of the Association and the other landlord, which shall only be withheld on the grounds specified in Schedule 3A of the Housing (NI) Order 1983.

6.9 Right to Occupy

The Tenant has the right to occupy the dwelling and use any associated common parts without interruption or interference from the Association except as allowed by this agreement.

6.10 Right to Complain

If the Tenant feels that there has been a breach of this agreement on the part of the Association s/he should follow the Association's complaints procedure giving details of the breach or non-performance.

If the Association fails to deal with the complaint or continues non-compliance within the terms of this agreement, the Tenant may seek advice and assistance about legal remedies through a local Citizen's Advice Bureau, Housing Rights Service, Law Centre (NI) or a Solicitor.

7 Security of Tenure

The tenancy is an introductory tenancy as defined in the Housing (NI) Order 2003. The Association therefore undertakes to seek possession only through the courts and on limited grounds as set out in the Order.

8 Notice Seeking Possession

At least four weeks before the proceedings for possession begin, the Association will give the Tenant a written notice explaining the reasons for intending to seek possession. If requested, the Association will meet the Tenant to discuss the matter.

9 Grounds for Eviction

- a) Non-payment of rent or other charges due or breaking of any condition of the tenancy.
- b) The Tenant or anyone residing in the dwelling being a nuisance or annoyance to neighbours or being convicted of using the dwelling for illegal or immoral purposes.
- c) The Tenant or anyone residing in the dwelling damaging or failing to look after the dwelling, or the common parts also used by other Tenants.
- d) Damage to any furniture provided by the Association caused by the Tenant or anyone residing in the dwelling.
- e) Getting a tenancy through declaration of a false statement.
- f) Money being paid in connection with an assignment by way of exchange.
- g) The dwelling was only given as temporary accommodation while the Tenant's principal home was being renovated and those works are complete

10 Grounds for Seeking Possession

- a) The dwelling is to be demolished or requires major works which cannot reasonable be carried out without vacant possession.
- b) The accommodation was designed for a physically disabled person, there is no longer such a person living there and the Association requires it for another disabled person.
- c) The accommodation has been provided for persons with special housing needs, there is no longer such a person living there and the Association requires it for letting to such a person.
- d) The dwelling is within a group of dwellings let to people with special needs so that they can be near a service or special facility, there is no longer such a person living there and the Association requires it for letting to a person with such needs.
- e) Where a person has legally succeeded to the tenancy but is not the spouse of the former Tenant and the dwelling is larger than that required, the Association can seek possession between six and twelve months after the previous Tenant's death. The court will take into

account the age and length of residence of the Tenant and the support given by him/her to the previous Tenant.

11 Obtaining Possession where the Tenancy appears to have been Abandoned.

Where the dwelling has been left unoccupied and the Association believes that the Tenant does not intend to reoccupy it, the Association may enter the dwelling to make it safe and serve a notice asking the Tenant to clarify his/her intentions.

After four weeks if the Association considers it appropriate, a further notice terminating the tenancy may be issued. A Tenant who is aggrieved by this action may appeal to the court within six months after the date of termination.

This Agreement signed on Date of sign up

Signed: _____ **Date:** _____

Signed: _____ **Date:** _____
(Joint tenant)

Signed: _____ **Date:** _____
HOUSING MANAGER

Secure Tenancy Agreement

CONNSWATER HOMES LIMITED

TENANCY AGREEMENT

1.0 GENERAL

- 1.1 This tenancy agreement is made between Connswater Homes, 157 Upper Newtownards Road, Belfast hereinafter called “the Association” and **tenant name** hereinafter called “the Tenant”⁵ of **7 application address** on this the **Date of sign up**.
- 1.2 It is in respect of a letting of the dwelling known as **tenancy address** hereinafter called “the dwelling” by the Association to the Tenant. The tenancy will take effect on **tenancy commencement date** and is a secure tenancy, the terms of which are set out in this agreement.
- 1.3 The terms of this agreement can be changed or altered by mutual agreement between the Association and the Tenant or by the Association serving four weeks notice of its intention to make any changes or alterations.
- 1.4 The Association must serve a preliminary notice of the proposed variations asking the Tenant for comments and will consider these comments before any changes or alterations take place.

2.0 RENT

The conditions of the tenancy have been agreed as follows;

- 2.1 The rent⁶ falls due on the Monday of each week and is payable upon commencement at the following rate;

Net Rent

Rates

Total Payable

2.2 Changes in Net Rent

⁵ In the case of joint Tenants the term Tenant applies to each of them and the names of all joint Tenants should be written above. Each Tenant has the full responsibilities and rights set out in this agreement.

⁶ The term rent refers to the sum of the net rent and the rates set out or as varied from time to time in accordance with this agreement.

The Association may vary the net rent payable for the dwelling but only by giving the Tenant not less than four weeks notice in writing. The net rent stated in 2.1 above will not change before the first Monday in April following commencement of the tenancy and only increases once on an annual basis thereafter.

2.3 Changes in Rates

If the rates are collected along with the rent, then any increase will take effect immediately. However, the Association will always try to give reasonable notice of any rates increases.

3.0 REPAIR OBLIGATIONS

The Association shall make every effort to have the repairs for which it is responsible carried out within its target period for the type of repair. This is set out as follows;

Type of Repair	Completion Time
Emergency	24 Hours
Urgent	4 working days
Routine	28 working days

These targets may be reviewed from time to time and the tenant(s) will be advised of any changes in writing. These completion times will depend on circumstances e.g. holidays/contractor and accessibility to the dwelling.

3.1 Association's Repair Obligations

With the exception of cases where there is evidence of neglect or carelessness, the Association will;

- IV. Keep in good repair the structure and exterior of the premises including;
- ix. Garden paths, steps, walls, fences, outside planters and gates provided by the Association.
 - x. Outside walls, roofs, valleys, chimneys, chimneystacks and flues.
 - xi. Gutters, external pipes, drains and sewers.
 - xii. External doors, door frames and saddles, letterboxes (as per original fittings)
 - xiii. Window frames, sashes, catches, sash cords and sills.
 - xiv. Plasterwork, excluding minor works.
 - xv. Internal Walls, Ceilings, Floors, Staircases and Skirting Boards.
 - xvi. Decoration of external walls, ironwork and woodwork.

- V. Keep in good repair and proper working order any installations provided by the Association for the supply of water and electricity, space heating, water heating and sanitation including;
 - iv. Basins, sinks, baths, toilets, flushing systems and wastepipes.
 - v. Electrical installation including wiring, sockets, switches, ceiling roses, lamp holders, storage heaters and door entry systems.
 - vi. Water heaters, hot water cylinders, water storage tanks, boilers, fireplaces (where installed by the Association), central heating installations and coal bunkers.

- VI. Abide by the policy below for miscellaneous items
 - iii. Where refuse bins are required at the dwelling the Association will ensure that there is an appropriate bin in working order at the start of the tenancy and accepts no responsibility thereafter.
 - iv. Where rotary clothesline driers are required at the dwelling the Association will only ensure that there is an acceptable rotary drier at the start of the tenancy and accepts no responsibility thereafter.

3.2 Association's Repair Limitations

The Association is not obliged to perform the following;

- viii. To repair or maintain anything that is the responsibility of the Tenant as detailed in Section 3.3
- ix. To repair or maintain anything constructed or provided by the Tenant unless written agreement has been received from the Association in advance and after inspection the Association confirms, in writing, that it is satisfactory⁷.
- x. Any item, which the Tenant is able to remove from the dwelling, will not be repaired or maintained by the Association.
- xi. To rebuild or reinstate any dwelling in the case of destruction and/or damage by fire, flood or storm. However, the Association will normally rebuild or reinstate unless it feels that circumstances are such that it is unreasonable to do so.
- xii. To make good any damages to the dwelling or the Association's fixtures or fittings caused by the Tenant or any member of his/her household or any lawful visitor to the dwelling, with the exception of fair wear and tear.
- xiii. To repair or maintain anything where written and specific notice of the fault has not been given to the Association by or on behalf of the Tenant.
- xiv. To carry out non-essential⁸ repairs if the Tenant is six weeks or more in arrears of whatever portion of rent s/he is personally liable

⁷ Permission or confirmation is not to be unreasonably withheld.

⁸ An essential repair is one which ensures the safety of the occupant(s) or which keeps the building weather proof.

to pay. If the Tenant has arrears of six weeks or more, but is regularly paying a sum off these arrears plus his/her rent, the Association will acknowledge this by carrying out those non-essential repairs for which it is responsible.

3.3 Tenant's Repair Obligations

The Tenant is responsible for;

- xvii. Repairs to electrical appliances, fires, heaters and light fittings not installed by the Association or not accepted by it for maintenance under Section 3.1
- xviii. Fuses, except main fuses, which are the responsibility of the Electricity Authority.
- xix. Electric plugs, light bulbs, fluorescent tubes and starters
- xx. Keeping the interior of the dwelling in reasonable decorative order.
- xxi. Frets and bars and glass panels on room heaters.
- xxii. Care and upkeep of gardens and hedges.
- xxiii. Cleaning out gully traps outside and wastes at sink, basins and baths.
- xxiv. Stoppers and chains for baths, sinks and basins.
- xxv. WC seat and fitting.
- xxvi. Replacement of broken glass in windows and doors.
- xxvii. Curtain rails and coat hooks.
- xxviii. Minor repairs and maintenance of windows, kitchen units, other units and furniture provided by the Association, internal doors, internal and external door hinges, locks and handles.
- xxix. Sweeping chimneys and any costs of work required because of failure to sweep chimneys.
- xxx. Minor internal plaster cracks.
- xxxi. Where the Association has fitted smoke alarms and/or carbon monoxide detectors, the maintenance of same is the responsibility of the Tenant. In the case of the alarm being connected to the mains electric supply, the appliance must also be fitted with a battery backup.
- xxxii. The replacement of batteries is the Tenant's responsibility. As in accordance with fire authority advice you should test your smoke alarm(s) once a week.

*** These lists are not exhaustive and tenants should refer to the Association's Maintenance Policy.**

3.4 Damages to Dwelling

- 3.4.1 The Tenant has a duty to make good any damages to the dwelling or the Association's fixtures and fittings or to the common parts, caused by the

Tenant or any member of the Tenant's household or any lawful visitor to the dwelling, with the exception of fair wear and tear.

3.4.2 Where damage has occurred or unauthorised work has been carried out, the Association may give written notice to the Tenant detailing the items to be made good and that failure to do so within the time specified may result in the Association having the work carried out and charging the cost to the Tenant.

4.0 FURTHER OBLIGATIONS OF THE ASSOCIATION

4.1 Tenant's Right to Occupy

To give the Tenant possession of the dwelling at the commencement of the tenancy and not to interrupt or interfere with the Tenant's rights to peacefully occupy the premises except where;

- iii. Access is required to inspect the condition of the dwelling or to carry out repairs, alterations, improvements or other works to the dwelling or adjoining property.
- iv. A court has given the Association possession by ending the tenancy.

4.2 Tenant's Guarantee

To provide the Tenant with information on housing management policies as required by the guidance issued under the Department of Environment (NI) using its powers under Article 11 of the Housing (NI) Order 1992.

4.3 Insurance

To insure the building, fixtures and fittings provided by the Association. However, this does not provide cover for personal possessions of the occupant.

5.0 FURTHER OBLIGATIONS OF THE TENANT

5.1 Possession

To take possession of the dwelling at the start of the tenancy and not to part with possession of the dwelling or sublet the whole of it.

5.2 Use of the Dwelling

To use the dwelling for residential purposes only and as the Tenant's sole principal home. The dwelling must not be used for any business, illegal or immoral purposes.

5.3 Rent

Rent, rates and any other charges must be paid regularly and promptly as they fall due.

5.4 Nuisance to Neighbours

Not to cause, allow members of his/her household or lawful visitors to cause a nuisance or annoyance to neighbours or other Tenants of the Association.

5.5 Harassment

Not to commit or allow members of his/her household or lawful visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any other Tenant, member of his/her household, lawful visitors or neighbours.

5.6 Noise

Not to play or allow playing of any audio visual equipment or other machinery so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the dwelling between the hours of 11.30 p.m. and 7.30 a.m.

5.7 Caravans

Not to park or allow the parking of any caravans, mobile homes, boat vehicles or other items within the dwelling or neighbourhood in such a way that it causes a nuisance or annoyance to the occupiers of neighbouring or adjoining dwellings.

5.8 Upkeep of the Dwelling

To keep the interior of the dwelling in a good and clean condition and to keep in repair anything for which the Tenant is responsible.

5.9 Reporting Disrepair

To report to the Association promptly any disrepair or defect for which the Association is responsible.

5.10 Access

To allow the Association's employees or contractors acting on behalf of the Association, access at all reasonable times to inspect the condition of the dwelling or to carry out repairs or other works to the dwelling or another adjoining dwelling.

The Association will normally give at least 24 hours notice and come between 9 a.m. and 5 p.m. although immediate access may be required in the event of an emergency.

Tenants of first floor flats must allow access to the roof space for inspection and repairs to water tanks which service ground floor flats.

5.11 Planning and Building Control

Not to use or allow the dwelling to be used in any way contrary to planning and building regulations.

5.12 Gas

Not to store or allow the storage of any liquid petroleum gas or paraffin on the premises.

5.13 Keys

To pay for the replacement of any lost keys and return all keys to the Association upon termination of the tenancy.

5.14 Written Permission

The Association's written permission must be obtained before;

- vii. Exchange with another Tenant.
- viii. Subletting any part of the dwelling.
- ix. Carrying out any structural alterations or making alterations or additions to the premises including those to fixtures such as fireplaces, kitchen units and tiles.
- x. Erecting or permitting to be erected any structure in the grounds of the property.
- xi. Decorating any part of the exterior of the dwelling.
- xii. Keeping more than one domestic pet in the Association's houses and keeping any pet in the Association's flats.

5.15 Ending a Tenancy

To give the Association at least twenty eight days notice in writing of terminating the tenancy. This shall take effect on the day ending the twenty eight day period if this is a Monday and if this is not, the first Monday thereafter.

The tenancy will not end until both the notice period has expired and the keys of the premises have been handed in, unless otherwise agreed.

5.16 Moving Out

To give the Association vacant possession and return the keys of the dwelling at the end of the tenancy and to remove all furniture, personal belongings and rubbish.

To leave the dwelling, including fixtures and fittings in good lettable condition and repair.

The Association accepts no responsibility for anything left at the dwelling by the Tenant at the end of the tenancy and will dispose of any such items as it thinks fit and without notice. Cost of such disposal will be chargeable to the vacating Tenant.

6.0 Tenants Rights

The Housing (NI) Order 1983 provides secure Tenants of registered Housing Associations with a code of statutory rights. The main provisions are summarised below;

6.1 Security of Tenure

The Tenant has security of tenure so long as s/he occupies the dwelling as his/her own principal home and subject to the Association being able to regain possession on the grounds summarised in Section 7.0

6.2 Succession

On the death of the Tenant, his/her spouse has the right to succeed to the tenancy if the dwelling is his/her sole principal home.

If a spouse does not succeed, the tenancy may be passed to another member of the family who has resided in the dwelling as his/her principal home for the previous twelve months.

While only one succession is required under the Housing (NI) Order 1983, the Association may allow a further one.

When a joint Tenant dies, a surviving joint Tenant is considered to be a successor.

6.3 Lodgers

The Tenant may take in lodgers without the Association's permission.

6.4 Sub-letting

Part of the dwelling may be sublet with the written consent of the Association.

6.5 Improvements

The Tenant can make alterations and additions with the Association's written consent. This consent may be made conditional upon the work being carried out to a certain standard and failure to comply with these conditions may be treated as a breach of the Tenant's obligations.

6.6 Information

The Tenant has a right to information from the Association about the terms of this Secure Tenancy about the Association's repairing obligations, its policies and procedures on Tenant consultation, housing allocations, transfers and exchanges and arrangements for varying them.

6.7 Consultation

The Association will consult with the Tenant before making changes in issues related to housing management and maintenance, which are likely to have a substantial effect on the Tenant.

6.8 Exchange

The Tenant has the right to exchange the tenancy by assignment with that of another secure Tenant of a registered housing Association, the Northern Ireland Housing Executive subject to the prior written consent of the Association and the other landlord, which shall only be withheld on the grounds specified in Schedule 3A of the Housing (NI) Order 1983.

6.9 Right to Occupy

The Tenant has the right to occupy the dwelling and use any associated common parts without interruption or interference from the Association except as allowed by this agreement.

6.10 Right to Complain

If the Tenant feels that there has been a breach of this agreement on the part of the Association s/he should follow the Association's complaints procedure giving details of the breach or non-performance.

If the Association fails to deal with the complaint or continues non-compliance within the terms of this agreement, the Tenant may seek advice and assistance about legal remedies through a local Citizen's Advice Bureau, Housing Rights Service, Law Centre (NI) or a Solicitor.

7.0 Security of Tenure

The tenancy is a secure tenancy as defined in the Housing (NI) Order 1983. The Association therefore undertakes to seek possession only through the courts and on limited grounds as set out in the Order.

8.0 Notice Seeking Possession

At least four weeks before the proceedings for possession begin, the Association will give the Tenant a written notice explaining the reasons for intending to seek possession. If requested, the Association will meet the Tenant to discuss the matter.

9.0 Grounds for Eviction

- h) Non-payment of rent or other charges due or breaking of any condition of the tenancy.
- i) The Tenant or anyone residing in the dwelling being a nuisance or annoyance to neighbours or being convicted of using the dwelling for illegal or immoral purposes.
- j) The Tenant or anyone residing in the dwelling damaging or failing to look after the dwelling, or the common parts also used by other Tenants.
- k) Damage to any furniture provided by the Association caused by the Tenant or anyone residing in the dwelling.
- l) Getting a tenancy through declaration of a false statement.
- m) Money being paid in connection with an assignment by way of exchange.

- n) The dwelling was only given as temporary accommodation while the Tenant's principal home was being renovated and those works are complete.

10.0 Grounds for Seeking Possession

- f) The dwelling is to be demolished or requires major works which cannot reasonable be carried out without vacant possession.
- g) The accommodation was designed for a physically disabled person, there is no longer such a person living there and the Association requires it for another disabled person.
- h) The accommodation has been provided for persons with special housing needs, there is no longer such a person living there and the Association requires it for letting to such a person.
- i) The dwelling is within a group of dwellings let to people with special needs so that they can be near a service or special facility, there is no longer such a person living there and the Association requires it for letting to a person with such needs.
- j) Where a person has legally succeeded to the tenancy but is not the spouse of the former Tenant and the dwelling is larger than that required, the Association can seek possession between six and twelve months after the previous Tenant's death. The court will take into account the age and length of residence of the Tenant and the support given by him/her to the previous Tenant.

11.0 Obtaining Possession where the Tenancy appears to have been Abandoned

Where the dwelling has been left unoccupied and the Association believes that the Tenant does not intend to reoccupy it, the Association may enter the dwelling to make it safe and serve a notice asking the Tenant to clarify his/her intentions.

After four weeks if the Association considers it appropriate, a further notice terminating the tenancy may be issued. A Tenant who is aggrieved by this action may appeal to the court within six months after the date of termination.

This Agreement signed on Date of sign up

Signed: _____	Date: _____
Signed: _____	Date: _____
Signed: _____	Date: _____

HOUSING MANAGER