

# **NHA Tenants Handbook**

**Revised December 2005**

Further to the allocation of a dwelling in accordance with the conditions and terms of the Waiting List operated in conjunction with other social landlords, staff are instructed to issue a tenants handbook to all new tenants and make available copies of the same on request from existing tenants.

Further to the terms outlined in the Housing (NI) Order 1983, and the Association's Tenants Guarantee (Guidance Section C: Terms for Secure Tenancies), (December 1992), NHA are responsible for the supply and distribution of information to secure tenants about their contractual rights and obligations as a tenant of the Association:

This document should be distributed to all tenants along with a tenancy agreement and a copy of the DSD Tenants Guarantee document. The document endeavours to explain the responsibilities and obligations of tenancy to any new or existing occupant. It defines NHA responsibilities as a landlord which will be a source of information in the event of any dispute.

**The Tenants Handbook:**

The NHA Management Committee in consultation with tenant groups, NIHE and staff has produced the handbook in order to provide the tenant with information regarding the dwelling in occupation.

It includes information on tenants rights and obligations, information on saving time and money, moving home and what actions to take in the event of an emergency. Every attempt has been made to include as much information as possible in the handbook but if tenants require more specific advice they are requested to contact the associations office.

**Several sections are subject to Annual Review and may be amended as a result of tenant suggestion.**

NHA welcome comments and suggestions from all tenants, former tenants, tenants groups and applicants for accommodation that may improve the Housing Management Service we aspire to provide.

Tenants will be advised to consult our policies and procedures for further information.

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## **1. RENT, RATES, SERVICE CHARGES AND ADVICE ON HOUSING BENEFIT:**

Your rent, rates and service charges (where applicable) is payable weekly or fortnightly in one of the following ways;

### **Payment by Cash:**

You may pay by cash at any Post Office by use of a NHA rent book which can be obtained upon request from our office. The Post Office cashier will stamp your payment slip and counterfoil which is your proof of payment. You are advised to retain all counterfoils in the event over a dispute over your rent account. If you lose or mislay your rent book or if there are any other reasons why you cannot pay at the Post Office you are advised to contact the Housing Manager at our office, immediately to avoid unnecessary arrears recovery action by NHA staff.

**Please note:- NHA do not usually accept cash at our office.**

### **Payment by Standing Order:**

You may pay by Standing Order through the bank. The necessary forms and details are available at the Association's office. You may find this payment method more convenient as payments will be made automatically on your behalf by your bank, saving you the need to make regular individual payments.

**Please note:- NHA recommend that you notify the Housing Manager in advance of using this method of payment as confusion can arise over amounts due on a monthly basis (52 weeks in a financial year) and the need to identify the correct payee when the association receives cash from tenants on its bank statement.**

### **Payment by Post:**

If you choose to send payments through the post please ensure that you use either Cheques or Postal Orders and remember to ~~cross~~ them.

**Please note:- DO NOT SEND CASH.**

Cheques and Postal Orders should be made payable to Newington Housing Association (1975) Limited and we recommend that you write your name and address on the back of the cheque or postal order.

### **Payment by Housing Benefit:**

Housing Benefit is processed and paid by the NIHE (Northern Ireland Housing Executive) and is means tested. NHA staff can offer advice and information on procedures in the completion of Housing Benefit application forms, which are available at our office. It is recommended that all tenants apply for Housing Benefit. NHA tenants in receipt of Housing Benefit have their rent, rates and service charges (where applicable) reduced with many tenants have little or nothing to pay. Any claim for housing benefit will be determined by your state benefits or household income. For example, if you receive Income Support the Social Security Agency will inform the NIHE that you are entitled to a full Housing Benefit rebate.

When considering your application the NIHE will take account of your family size and income and the rent and rates you have to pay, to determine your Housing Benefit entitlement.

If you have Non-Dependants such as grown up children or elderly relatives living with you or if you have sub-let part of your home, the level of Housing Benefit entitlement will be reduced.

It is recommended that tenants give permission to the NIHE to pay Housing Benefit direct to the Association, so that NHA staff may pursue any changes or alterations on your behalf and save you the need.

**NHA Rent Setting Policy:**

As a NHA tenant you reserve the right to know how your rent is calculated and determined by the association. Under the terms of the Tenants Guarantee the Association is obliged to inform and advise tenants of the principles and procedures for the fixing of rent and other charges.

NHA have a policy document that offers such information and is available upon request from our office.

**Rent Arrears:**

Despite the availability of Housing Benefit some tenants still fall behind with their rent payments. If you get into rent arrears, you should arrange to meet the Housing Manager to discuss the matter fully. Where it is not possible to pay the full amount overdue, you can enter into an agreement to repay your arrears in regular instalments along with your current liability. If no attempt is made to repay arrears, or if the agreement is broken, NHA will engage their arrears recovery action.

NHA advise that you should always communicate with NHA staff to resolve all arrears matters which are dealt with in a sensitive and confidential manner. If you are in arrears and do not make an arrangement to repay, you may not be able to transfer, you may not be able to exercise your right to buy, and your dwelling may be excluded from modernisation or major repair schemes. Furthermore, the costs for taking a case to court may be added to your overall debt.

NHA can recover the debt owed by the following methods:-

a. Proceedings can be initiated to recover the debt through the Courts. If the arrears are not paid the Association can obtain a Court Order which may be enforced by the Enforcement of Judgements Office, requiring your employer to deduct rent payments from your earnings.

b. Direct deductions can be made from your Social Security Benefits, or your salary if you work for a Public Authority.

c. As a last resort, the Association will initiate legal proceedings for the possession of the dwelling. This may result in eviction.

## **2. REPAIRS:**

Your Tenancy Agreement outlines which repairs NHA are responsible for and those which you should carry out yourself. The ultimate aim of the Association is to provide an efficient and effective Housing Management service which includes maintenance and repair to dwellings. NHA endeavour to make best use of the finance available to comply with the landlord responsibilities outlined in the tenancy agreement. As part of our consultation policy NHA welcome the views and advice from tenants on the service we provide.

### **Reporting Repairs:**

If the repair is the Association's responsibility, report it immediately to our office, giving accurate details of the nature and extent of the fault. If in doubt, contact the Association. NHA would request that you advise us of a suitable time for a Maintenance Officer inspection. NHA staff will raise a repair request for the approved works and inform you of the classification group the repair falls into and indicate when the work is likely to commence. The selected NHA contractor will be advised immediately of the repair request and requested to attend to the repair request within the allotted time frame of the order. NHA request that all tenants co-operate with our contractors and agents on access to remedy faults within your home.

NHA try to administer all reports of repairs as quickly and as efficiently as possible. If your repair is not carried out within the repair times previously stated, or has not been completed to a satisfactory standard, then you should contact the Association and your complaint can be investigated.

**Please note: If you are unsure about a caller to your home, request proof of identity before allowing them into your property.**

### **Tenants Self Help Repair Scheme:**

NHA have been developing a tenants self help repair scheme to enable tenants the right to arrange their own improvements to the dwelling. Further details are available from our office, however tenants should note that all work must be completed by an approved contractor and must comply with building regulations and specifications and will be subject to inspection from the Association's technical inspector. NHA will pay a grant for such works up to a maximum value which applies at the time that meets with our approval. Such cases are usually looked at on an individual basis.

### **Repair Requests:**

All repair requests are divided into the following categories, which determine the response time of the service we wish to provide to tenants:-

**Emergency Repairs:** - Only genuine emergencies will be accepted in this category. Our aim is to have the work attended to, restoring services and rendering the dwelling safe, during the day the repair was reported to the NHA office or Careline, or if this is not possible, within 24 hours of the time the repair was reported to the NHA office or Careline. Examples include, serious electrical faults, escape of gas or fumes, sewage overflow into the dwelling, securing the dwelling from vandalism or forced entry, water penetration via the roof, and burst water pipes, tanks and service pipes in your home. This list is not comprehensive, but indicative of the term 'Emergency' where the risk of immediate injury or damage to people and property is present.

**Urgent Repairs:-** These are repairs which are not emergencies but where a swift response is needed. These will be attended to within 4 working days of the time the repair was reported to the NHA office. Examples include, fault to immersion heater, fault at lamp holder, socket outlet cooker control or plate switch, fault to central heating, ball valve faults at the cistern or storage tank, fault at WC, leak at waste pipes or traps, leaking radiator valves, faults to open fires, flues, throat plates etc, blockage at sewers or drains, major damp penetration, glazing where NHA is responsible, damage to paths, steps etc which could lead to an accident or public liability claim.

**Routine Repairs:-** All other necessary repairs not included in a planned maintenance scheme or existing contract are included in this category. Repairs in this category will be attended to within 4 weeks of the time the repair was reported to the NHA office. Examples include, broken roof tiles, slates and lead flashing, clearing out rain water goods, easing /refitting doors or window sashes, repairs to external render or plaster work, repairs to solid or suspended floors or floor tiles, repairs to internal joinery, chimney stacks, pots caps and cowls, fire hearths, surrounds and side tiles, kitchen units and fittings.

**After Hours Emergencies:**

In the event of an emergency outside of normal office working hours, tenants are requested to telephone 02890 744055 and leave details on the Answer-Phone machine or contact the Careline Out of Hours Service (Freephone 0800 731 3081). This must only be used in real emergencies, for example, a burst pipe or serious electrical fault.

**Compensation:**

In specific instances where the Association or its agents are deemed to be liable or have caused financial loss or damage, there is scope for compensation. The Association has established procedures on this issue.

**Helping those who become disabled:**

There are events which can adversely affect an individual's quality of life. It is important that their housing needs continue to be met and action can be taken in adapting their living environment. The Association has an established procedure on this issue.

**Exterior Cyclical Maintenance:**

NHA have approved a 5-year external cyclical maintenance programme that includes provision for all its housing stock. The aim of the external cyclical maintenance programme is to maintain our properties in a good state of repair and decor. It includes work on external painting, guttering and roofs. You will be consulted in advance of commencement of works to explain the extent of the works and your preferred colour scheme. Where possible, NHA will meet the requirements of the occupants of the dwelling. The nature of these works causes the minimum disruption and minor discomfort to the occupants.

**Right to Repair:**

Where the association's contractors have been negligent in responding to small minor repairs under £250 which is likely to jeopardise the tenant's health and safety and consequently corrupts the tenant's right to have repairs attended within their priority

time, there is scope for tenants to be compensated. The Association has an established procedure on this issue.

Tenants will be liable for compensation where a contractor fails to complete qualifying repairs within a reasonable time, usually twice the stated response time of the qualifying repair. A list of likely qualifying repairs is available from the NHA office.

The 'Right to Repair' will not normally apply where the tenant has not granted reasonable access for a qualifying repair to be inspected or attended to by NHA contractors. It will also not normally apply where a tenant advises NHA that the qualifying repair is no longer required. It does not include cases where the tenant has failed to comply with their obligations under the tenancy agreement, for example their actions causing a pipe or drain to be blocked.

Compensation will normally be restricted to £10 for the first day or part thereof that the qualifying repair remains outstanding and £2 for each subsequent day up to a maximum of £50.

### **3. MOVING HOME:**

NHA try to ensure that tenants live in accommodation suitable to their needs. If you wish to move from your present home to another Public Authority dwelling NHA staff can offer advice on the following options that may be available to you:-

#### **Transfers:**

NHA will consider all transfer requests from tenants who meet the criteria contained within the NIHE -Common Waiting List Selection Scheme. You should note that it is not possible to help all applicants for transfer and those with the greatest need will have priority over others. Tenants in arrears will not normally be eligible for transfer.

#### **Exchanges:**

If you wish to arrange a mutual exchange with another Public Authority tenant who is prepared to move into your home, you must have permission in writing from NHA. Tenants in arrears will not normally be eligible for exchanges. Tenants who exchange must accept the dwelling in the condition in which they find it.

#### **National Mobility Scheme:**

If you wish to move to England, Scotland or Wales you should contact the local NIHE district office, which can give you further details on the National Mobility Scheme. It is intended to help tenants, people high on the waiting list, or those with a pressing need to move.

#### **Repairs Charge:**

Where tenants move house by transfer, they will be charged for any repairs or replacement of any damaged items for which they are responsible but which NHA has had to carry out.

#### **When Moving Home:**

1. Give at least 4 weeks notice to NHA staff;
2. Make certain that your rent account is paid and up to date;
3. Notify Northern Ireland Electricity;
4. Leave the dwelling in a clean and tidy condition;
5. Turn off the Water supply;
6. Leave a forwarding address with NHA staff;
7. Return your keys to NHA staff on the date of termination.

#### **4. BUYING YOUR HOME:**

Most NHA tenants may apply to buy their home. There are however some that may not, namely Hostels, those living in sheltered accommodation, those in properties which have been designed for persons of pensionable age.

Tenants in arrears may not be eligible for consideration in the Statutory Sales Scheme.

Those wishing to buy their home should contact Association staff for full details of this process.

#### **Discount:**

You may be eligible for discount on the purchase price of the dwelling, depending on the length of time you have been a tenant in Public Sector Housing anywhere in the UK. Proof of tenancy must be provided to NHA when application is made.

Discount however will not apply until the dwelling has been in management for ten financial years since improvements (rehabilitation/newbuild) were financed by NHA. A desire to purchase in advance of the ten year period will not qualify for discount and must be sold at market value.

#### **Application to Purchase:**

Tenants are required to pay NHA a refundable fee which is paid to an Independent Valuation Officer. He/She will value the property and inform the Association formally of the market value he/she has assessed the dwelling at. NHA will collect all relevant information and liaise with the Department of Social Development to determine the Offer Price to the tenant which will take account of the discount entitlement (where applicable). NHA will formally offer the dwelling for sale to the tenant for the agreed price. Solicitors will execute the legal sale on an agreed date and the sale is complete. Traditionally the process takes about 3 months to complete, provided the tenant has their mortgage in place.

#### **Joint Purchase:**

A tenant may purchase his/her home jointly with another person(s) as long as that person has been using the property as their principal home for a period of one year prior to the application to purchase. Documentary evidence of this will be required, i.e. bank statements.

#### **Maintenance Costs:**

Once you have bought your home you will be responsible for all your own repairs, rates, insurance cover and compliance with any conditions which may be in your deed for the property.

#### **Resale:**

If you decide to resell the dwelling within five years of purchase you may lose all or part of the discount you received when acquiring the dwelling from NHA. Your solicitor will inform you of your rights and implications of such action.

## **5. CARE OF YOUR HOME:**

**Dampness:** Dampness occurs in the home when there is a fault in the structure of the building that lets in water from the outside.

**Penetrating Damp:** This happens if water is allowed to come into the house through the roof or walls. The most common causes are missing roof tiles or cracks in the external plasterwork. The usual signs are mould growth or wet patches appearing on an internal wall after it has been raining.

**Rising Damp:** This happens if there is a problem with the Damp Proof Course (DPC). The DPC is a barrier which is built into the walls and solid floors of your home to prevent ground water from entering. Rising Damp is easy to spot. The main symptom is a tidemark stain which will appear on ground floor walls, there may also be a musty smell. Rising Damp will only appear on ground floor walls and will normally not rise more than three feet above the ground level.

If you consider that you have such a problem you should contact the NHA office to have the matter investigated.

### **Condensation and Ventilation:**

Keeping your home warm and well ventilated can reduce condensation. In these days of expensive heating costs, it may seem wasteful to allow heat to escape by ventilating rooms. However, it is important that there is constant circulation of air if condensation is to be avoided. You must allow extra ventilation if you are using bottled gas (not permitted in flats) or a gas paraffin heater (not permitted in flats). Drying clothes and cooking also produce a considerable amount of moisture within the home.

Please do not cover external air vents giving under floor ventilation, or cover ventilators in the kitchen, bedrooms and bathroom, or seal up unused fireplaces without leaving adequate alternative ventilation.

### **Advice on Asbestos:**

Asbestos has been widely used in building materials and in consumer goods such as oven gloves and simmering pads as well as in cooking and heating appliances.

If items containing asbestos are in good condition the health risk can normally be considered negligible. Should you suspect that items in your home contain asbestos and are damaged you should report it to the NHA office.

**Please note: On no account should you remove asbestos based materials. A specialist removal sub-contractor is required for such works.** Tenants should obtain a copy of DETR leaflet, 'Asbestos in the Home' either from NHA office or by contacting DETR directly, DETR Free Literature, PO Box 236, Wetherby, LS23 7NB. Tel. 0870 122 6236.

### **Frozen or Burst Pipes:**

If any of your pipes freeze you should take the following action to limit potential damage to your home.

- Put out any fire which has a back boiler.
- Turn off the mains supply at the stopcock, which is generally located under the sink in the kitchen.
- Turn on all taps to drain the system.

If a pipe bursts in your home you are advised to contact the association immediately and initiate the above action instantly. Take extreme care where water is near electrical fitting and appliances.

### **Insurance:**

It is not NHA's responsibility to insure your private property. However, since insurance of household contents is an important consideration of tenants, you should ensure that you have a policy which covers the loss or damage to your belongings, internal decorations and other fixtures and fittings for which you are responsible under your tenancy agreement. When you take out a Household Contents Insurance Policy, the Insurance Company you use will give you guidance on which of your belongings the Policy covers.

If you already have insurance for your household contents make sure your Insurance Policy gives adequate protection, is renewed annually and is periodically increased to take into account inflation and any new purchases.

If you do not have an insurance policy you could be faced with a large bill if your home is burgled. In these circumstances, NHA will take responsibility for making good any structural damage to the dwelling, however redecoration, replacement of glass, repair or replacement of damaged or stolen private property will remain your responsibility.

NHA are responsible for insuring your home against damage as a result of fire or structural defect.

### **New Homes:**

For the first year after a new house is completed, the contractor remains responsible for correcting any defects. Minor defects will be made good at the end of the year. A serious defect should be reported to the NHA offices whenever it becomes apparent. NHA advise that the tenant does no major decoration in the first year of accepting the tenancy of a new home. In the event of subsequent major works as a result of a major defect the tenant has no recourse for compensation irrespective of the value of money spent by the tenant on decoration expenses.

### **Last Thing at Night:**

Last thing at night, make sure cigarettes and matches are out before emptying ashtrays. Put all matches and lighters in a safe place out of the reach of children. Check that all electrical appliances have been switched off and plugs removed from sockets except for those appliances designed to be left on, in which case, the manufacturers instructions must be adhered to. Ensure that no cigarette ends have dropped behind cushions or seating and that any open fire has been extinguished or guarded.

### **Going On Holiday:**

- Turn the electricity supply off at the main (but not if you have a deep freeze unit).
- Turn the water supply off at the main.
- Close all windows and inside doors.
- Secure all shed doors, external gates etc.
- Lock front and back doors securely.
- Arrange with someone to keep an eye on your house.
- Where you have a bottled gas supply, disconnect it at the canister.

## **6. HOME SAFETY:**

### **Electricity:**

Remember to switch off appliances when not in use and remove any mains plugs from the supply sockets, except for those appliances designed to be left on, in which case, the manufacturers instructions must be adhered to. Use plugs that conform to the BS 1363 standard (this should be marked on the plug).

Make sure plugs are wired correctly, that appliances contain the right fuse and that they are properly earthed.

Never run an electrical appliance from a light fitting. Do not run flexes under carpets and where flexes fray, see that they are repaired immediately. Know where your fuse box is located and how to change a fuse correctly. If in doubt ask for advice from a qualified electrician. You should keep some spare fuses in the event of an emergency. Avoid using multi-plug adapters and follow manufacturers instructions where applicable. Further advice on electrical safety may be obtained from N.I. Electricity.

### **Bottled Gas:**

NHA, NIHE and the Fire Authority for NI do not recommend the use of bottled gas appliances except where the cylinders are located outside the building, for example, for cookers.

However, where bottled gas appliances such as heaters continue to be used, against the advice of NHA, the following recommendations should be followed.

Heaters:

- The heater should be placed in a safe location, preferably in an open fireplace or against a solid wall and clear of draughts and combustible surroundings e.g. curtains, woodwork, paper etc.
- Heaters should never be positioned within a stairway, hall, porch or corridor.
- Heaters should always be positioned well clear of lines of exit from rooms.
- A childproof fireguard should always be provided around the heater when children are in the home so that they are kept a safe distance from the appliance.
- Cylinder changes should preferably be made outside and Must Not be made when children are present in the room.
- There must be adequate ventilation in the room at all times.
- Spare gas cylinders should be stored outside the building.
- Empty gas cylinders should be stored outside the building.
- Heaters should be used strictly in accordance with the manufacturers instructions which should be obtained in every case and held readily available at all times.

### **Cookers:**

- If you decide to use bottled gas for cooking in your home, your cooker must form part of a fixed installation. All fixed installations using LPG (Liquid Petroleum Gas) must comply with the code of practice for LPG and relevant fire regulations. Approved installers should therefore carry out all work. NHA staff can provide details of approved contractors upon request.
- Propane is supplied in Propane (red) cylinders and should be stored in a secure, fireproofed well-ventilated enclosure.
- Butane is supplied in Butane (yellow) cylinders and is acceptable as a fixed installation providing the cylinders are housed separately from the living, cooking

and sleeping areas. Butane cylinders require protection from extreme low temperatures and should not be stored outside without protection. Your supplier can give you details of the appropriate standards.

**Flats and Maisonettes:**

The use of bottled gas is forbidden in blocks of flats, and if you use or store bottled gas, then you are in breach of your Tenancy Agreement. Tenants of maisonettes must write to the NHA General Manager for written permission, if they wish to use bottled gas in their home. NHA would ask its tenants choosing to use bottled gas to consider the consequences of a leak or explosion, both to the tenant and his/her family but also the effect it would have on his/her fellow tenants in adjoining flats and reconsider the options available.

**Solid Fuel:**

The Coal Advisory Service recommend that you should clean the throat plate within the fireplace at least once a month to ensure that there is no build up of ash. If you smell fumes coming from your room heater, put out the fire and contact the NHA office immediately, as it may require an emergency repair. Use a fireguard when the appliance is in operation. When cleaning out ash, allow hot ashes to cool in a separate metal container outside, before emptying into the bin.

All chimneys should be swept twice a year and manufacturers operating instructions should be followed where applicable. Care should be taken with solid fuel appliances to ensure that the metal fire surrounds are not covered or sealed in place. Surrounds are designed to provide access to your room heater for servicing and repair and will have to be removed to gain access. If you have replaced the original fireplace surround with one that does not allow access to the room heater, it may not be possible to service your room heater or carry out repairs without removing or damaging the surround you have installed.

You will be responsible for any additional expense incurred by NHA in removing and replacing your fireplace in such circumstance.

**Remember: Smokeless Fuels give off poisonous fumes when burning therefore you should ensure your Room Heater is maintained correctly.**

**Please note: NHA have a service agreement with H.E.A.T. Limited to service all NHA room heaters on an annual basis. Any perceived faults by the tenant should be reported to the NHA office so as a repair request can be immediately raised.**

Further advice and information is available from the Coal Advisory Service.

**Gas Central Heating:**

The Association has a responsibility to service such appliances on an annual basis. Any breakdown in the system should be reported to the Association and we deal with this under our repairs procedures. Should a tenant smell gas they should contact either the Association or Phoenix Gas on 08454 555555.

### **Risks from Fire:**

To minimise the risk of a fire in your home you should not move gas or oil heaters when they are lit or draw a fire with newspapers. Never fill a lighted oil heater. Preferably re-fill oil heaters outside, away from combustible materials and follow manufacturers instructions. Portable heaters should never be positioned in a stairway, hallway, corridor or landing.

### **Never use petrol or paraffin to light a coal fire.**

All fires must be guarded especially when elderly people or children are in the room or the room is left empty. If you have an open fire, you should cover it with a fireguard when you leave the room. All forms of heating appliances must have a fixed guard. Do not air clothes over or around convector heaters or cookers and do not hang decorations around light fittings.

**NHA recommend that chip pans are removed from all dwellings** in preference to deep fat fryers, however if the tenant chooses to use chip pans against the advice of NHA and it catches fire:-

1. Turn off the heat source.
2. Cover the pan with a damp cloth or lid to smother the flames, if it is safe for you to do so.
3. Do not remove the pan and do not try to put the flames out with water as you may get seriously injured.
4. Call the Fire Service by dialling 999 and make sure you give your name and correct address.

Electric blankets should be checked and serviced every 2-3 years by a competent electrical company.

### **Fire Equipment in Flats:**

Where fire-fighting equipment is provided in multi-storey blocks, make sure you know the exact location of this equipment and how to use it. Do your best to ensure that the equipment is not vandalised. If you do not know where it is kept or are unsure how to use it, contact the NHA office for advice.

### **Smoke Detectors:**

In view of the risks of fire in the home and the dangers from lethal fumes that are produced by modern furniture when it is burning, NHA recommend that tenants install smoke detectors in their homes.

### **What to do in the case of Fire:**

(no matter how small)

1. Get your family out of the house as quickly as possible and try to close all doors and windows as you leave to stop the fire spreading.
2. Raise the alarm and warn the neighbours.
3. Call the Fire Service and ensure you give your name and the correct address.
4. Do not re-enter the dwelling to tackle the fire.

Should you require further information on fire safety contact your local Fire Station.

**Living in Flats:**

**Door Entry System:**

If you live in a block of flats and the existing entry telephone system breaks down, contact the Resident Supervisor or NHA office.

**Lifts:**

If a lift is out of order you should report it to the Resident Supervisor immediately or the NHA office. If you are in a lift when it breaks down, press the alarm button on the control panel. If you suspect someone is trapped in a lift, contact the Resident Supervisor or NHA office. If both options cannot be obtained, dial 999 and ask for help from the Fire Service. Never wedge the lift door open as this can damage the mechanism. If evacuating premises because of fire, use the stairwells, do not use the lift as it may break down and trap you in it.

**Insurance:**

NHA would like to reiterate the fact that it is your responsibility to provide insurance cover for your personal property and furnishings. Home insurance policies vary greatly and NHA would advise that you shop around for the best deal. Please note that you should ensure that the policy you take should include cover on the risks of fire, flood and theft.

As an NHA tenant you are responsible for damage to the property you have caused to items in the home, such as cracking a toilet bowl, wash hand basin or bath. You may wish to include insurance cover on such items.

**Please note that if you choose not to insure your contents against such circumstances, you run the risk of having to find all the money necessary to repair or replace items damaged as a result of the crime or accident.**

**Further information on 'Preventing Crime' is available at the NHA office and is available on request. Furthermore groups can arrange a private consultation with the PSNI Community Officer who will offer advice on such matters as part of their service to the public.**

## **7. IMPROVING YOUR HOME:**

Tenants have the right to carry out improvements to their homes provided they have written permission of NHA.

An improvement includes any addition to or alteration in the landlord's fixtures and fittings, any addition or alteration connected with the provision of any services to a dwelling house, and the carrying out of external decoration.

Permission will normally be given provided the improvement would not create a safety or health risk, nuisance to neighbours or future problems in letting the property and the works comply with statutory regulations i.e. Planning and Building Control Regulations.

NHA may insist on certain specifications being met or materials being used by the tenant in order to ensure the improvement will not present a safety problem or detract from the general appearance of the street or area.

### **What to do:**

If you wish to carry out improvements you should write to the NHA General Manager giving details of the proposed works you wish to undertake and seeking the permission to proceed.

Ask if you are eligible for the Self Help Repair Scheme for assistance.

Do not commence work until you have received written permission from NHA.

Ensure you adhere to any specifications or instructions given by NHA, especially if you are changing a central heating system. **Please Note:- If NHA specifications are not met, NHA may not accept responsibility for maintenance of the appliance or structure when the works are complete.**

Advise NHA when the works are completed.

## **8. COMPLAINTS:**

NHA exist to provide an effective and impartial housing service to their tenants and members of the public. Occasions may arise which leave individuals feeling unhappy with aspects of the service we are providing.

If you are unhappy about the service you have received, you may wish to make a complaint. NHA respect and accept the principles of dealing with complaints and have established a formal system to deal with complaints. All matters are dealt with in the strictest confidence.

### **What to do:**

Complainants should request a copy of our Complaints Procedure which details the formal procedures for the Registering of a Complaint.

In the first instance you should provide NHA with all the details of your complaint, in writing to the NHA General Manager.

The General Manager will investigate and examine your case and respond within 2 weeks inviting you to an interview. You will be advised where it is not possible to meet the 2 week deadline. The NHA General Manager will advise you of your rights and the procedures initiated by the receipt of the written complaint. The General Manager will endeavour where possible to resolve the matter in an amicable way.

If, following your meeting with the NHA General Manager, you remain dissatisfied, you may have your complaint heard by the NHA Management Committee, or if your complaint is directed at the General Manager, you may have your complaint heard by the NHA Management Committee. The NHA Management Committee will respond within 2 weeks inviting you to interview. You will be advised where it is not possible to meet the 2 week deadline.

If, following your meeting with the NHA Management Committee you remain dissatisfied, you may have your complaint heard by the N.I Commissioner for Complaints. His office will be the final arbiter on events. Please ask staff for a leaflet explaining this service if you require more information.

You should write to:-

N.I Commissioner for Complaints  
33 Wellington Place  
Belfast  
BT1 6HN

Copies of all minutes from any meetings and written decisions will be forwarded to the Complainant, and shall be retained on file pending further investigation by the Commissioner for Complaints.

## **9. TENANTS RIGHTS AND RESPONSIBILITIES:**

### **Please Note:**

This Handbook does not provide an authoritative interpretation of the law, only Courts can do that. If you are in doubt about your legal rights or obligations NHA would advise you to seek clarification from NHA office, NIHE, The Housing Rights Service, The Citizens Advice Bureau or consult with a Solicitor. Help with all or part of the legal costs may qualify for Legal Aid.

In the Housing (NI) Order 1992, the Government introduced new legal rights for tenants of Housing Associations.

### **The Main Rights Are:**

- Security of Tenure, subject to NHA being able to regain possession on certain grounds.
- The right of a widow, widower or a resident member of the family to succeed to the tenancy on the tenant's death.
- The right to take in lodgers.
- The right to sub-let your home with the consent of NHA.
- The right to assign your home in certain limited circumstances.
- The right to improve your home with the consent of NHA
- The right to information about your legal rights, the terms of your tenancy agreement and the arrangements for varying it.
- The right to information about allocation, transfer and exchange rules.
- The right to be consulted about matters affecting your tenancy.

Your rights are outlined in this section, but if you want to know them in more detail you should contact the NHA office.

### **Who has these Legal Rights?**

All secure tenants.

### **Who is a Secure Tenant?**

All tenants (or licensees) of NHA, except for those listed at the end of this handbook in list A, are secure tenants - provided their house or flat can be broadly described as a separate dwelling and so long as they occupy it as their only or principal home. (If the house or flat ceases to be your only or principal home you will stop being a secure tenant).

### **What is Security of Tenure?**

The NHA tenancy agreement gives you security of tenure but you may also have security of tenure under the relevant statutory provisions. Security of tenure means protection against eviction by NHA who can only gain possession if there is a court order (except in the case of an abandoned property). To get such an order, NHA has to satisfy the Court that there is good reason for making you move i.e. by showing that one or more grounds for possession summarised at the end of this section applies. The reason may have something to do with your conduct as a tenant, such as failure to pay the rent when due, or NHA may have good management reasons for making alternative use of the property. If your conduct is the reason, the Court must be satisfied that it is reasonable for you to leave your home. If good management is the

reason, the Court must be satisfied that suitable alternative accommodation will be available to you when you leave your home. Under some of these management grounds the court must also be satisfied that it is reasonable to make a possession order. List B makes it clear which tests apply to each ground.

**Who decides whether the Alternative Accommodation is Suitable?**

The Court decides and it must be satisfied that the alternative accommodation will be reasonably suitable for the needs of you and your family. This is done by taking account of such factors as the type of dwellings let to other people with similar needs, the distance of the accommodation from your work or your children's schools and an essential need to be near a close relative. You will be given an opportunity to put forward your views.

**Supposing NHA asks you to move and you don't want to?**

NHA will have to serve you with a Notice Seeking Possession (NSP). This will state the grounds on which possession is being sought and the reasons for doing so. Court proceedings cannot begin until at least one month after the notice is served. You will have the opportunity to prepare and present your side of the case to the Court when the application for an order is heard. Legal Aid may be available to you to defend the case.

**What happens to your Tenancy when you die?**

Under Law, if you are a secure tenant, your tenancy will pass to your wife or husband on your death, where they have been living with you. Alternatively, certain close relatives who have been living with you for at least 6 months may also be given the tenancy. While only one succession is required under the 1992 Housing Order, NHA may allow certain circumstances a further succession by members of your family.

**Can you take in Lodgers or Sublet your home?**

You have the right to take in lodgers without any need to get the agreement of NHA. You also have the right to sublet part of your home provided you obtain NHA written consent. (You have no right under the Order to sublet the whole of your home. If you do, you will lose your security of tenure).

NHA cannot refuse consent to sublet without good reason and conditions cannot be attached to the consent. If NHA does refuse consent, you must be given reasons in writing. If you are refused consent to sublet and you consider this unreasonable, you have the right to challenge the decision in Court. NHA will have to prove its case, not you. The Court will look at all the circumstances in deciding whether refusal was reasonable, paying attention to the possibility that subletting could lead to overcrowding and to any plans NHA may have to make changes to your home which would affect the accommodation you want to sublet.

If you are not sure whether the arrangements you are thinking of making would amount to subletting rather than just taking in a lodger, you should consult NHA or, if necessary, take legal advice.

### **What about Improvements?**

You have the right to carry out improvements including decorating, the outside of your home, provided you obtain NHA written consent. NHA is allowed to impose reasonable conditions. It cannot refuse consent without good reason and must give you the reasons in writing. If you consider either the refusal or the conditions are unreasonable, you have the right to challenge them in Court. Again, the Court will look at all the circumstances of the case, paying attention to the effect the improvement would have on the safety of your home and of adjoining property, or on its value, and whether the improvement could create future letting problems for NHA or nuisance or annoyance to neighbours.

### **Do Improvements affect your Rent?**

Not if you have paid for them yourself. Nor can the rent payable by a person qualified to succeed to your tenancy be increased on account of your improvements if that person stays on in your home after your death. This does not apply to any increase attributable to rates. Furthermore, you would still be subject to normal rent increases.

### **What does NHA have to Consult Tenants about?**

NHA has to consult tenants about matters of Housing Management which substantially affect its tenants, or category of tenants, or the tenants in a particular scheme.

NHA will determine the best way to consult its tenants which may vary according to the issue and whom the issue relates.

NHA is a community based housing association and has tenant representation on its Management Committee. Its entire ethos is based around the -Communityø principles and prides itself on its tenant involvement and participation.

### **What happens if your Tenancy Conditions are to be changed?**

You will receive a preliminary notice of the intended variation and details of the proposed changes. You will also have the opportunity to comment before the changes are implemented.

### **What happens if you leave your home for a Reasonable Period?**

Provided the period in question is considered reasonable by NHA and you intend to re-occupy the property and maintain your rent payments and any other charges, your absence should not affect your security of tenure. It is advisable to notify NHA if you intend to leave the property vacant for an extended period.

Where a NHA property is left unoccupied and NHA believes that the tenant does not intend to re-occupy it, it may serve a notice asking the tenant to clarify his/her intentions.

If NHA considers it appropriate, it may then issue a further notice terminating the tenancy. A tenant who is aggrieved by this action may appeal to the Court within 6 months after the date of termination.

### **What should you do if you no longer wish to be a NHA Tenant?**

You are obliged to give NHA four weeks written notice of your tenancy termination. The notice should be forwarded to the NHA office.

### **List A:**

The following lettings are not secure tenancies and the rights described in this handbook do not therefore, apply to them:

1. Dwellings let on a long lease or created by an equity-sharing lease.
2. Dwellings on land which has been bought for redevelopment and which is only being used as temporary accommodation until the redevelopment takes place.
3. Dwellings let to employees of NHA and where the contract of service requires the dwelling to be occupied for the better performance of their duties.
4. Dwellings let expressly on a temporary basis to persons moving into an area to take up employment there.
5. Dwellings which NHA had leased from someone else and which are to be given up empty when the owner wants the property back.
6. Dwellings which are illegally occupied whether or not the squatters are being charged for the use and occupation of the properties.
7. Temporary lettings to people who are not secure tenants in their previous home which is being improved or repaired.
8. Dwellings which comprise licensed premises or are let as business tenancies.

### **List B:**

NHA can regain possession of a secure tenants home, provided the Court finds it reasonable, on the following grounds:

1. Failing to pay rent or breaking some other condition of tenancy.
2. Behaving in a manner which is a nuisance or annoyance to neighbours, or being convicted of using the premises for immoral or illegal purposes.
3. Damaging a dwelling or common parts used by other tenants (e.g. staircases in a block of flats).
4. Damaging furniture provided by NHA.
5. Getting a tenancy by false statements.
6. Where the tenancy has been assigned to a tenant or predecessor and premium paid.
7. Refusing to leave a dwelling which has been let temporarily while building work has been done on the original home, on the understanding that the tenant would return home when the work was finished.

NHA can also regain possession of a secure tenant's home, provided the Court is satisfied that suitable alternative accommodation will be available, on the following grounds:

8. NHA want, within a reasonable time, to demolish a dwelling or do works on it or on land connected with it and cannot do so while the tenant is still in occupation.

NHA can regain possession of a secure tenant's home, provided the Court finds it reasonable to make the order and is satisfied that suitable alternative accommodation will be available, on the following grounds:

9. The tenant is occupying a dwelling which has been specially altered to suit the needs of a physically handicapped person, but there is no longer a handicapped person living there and NHA require the dwelling for such a person.
10. The tenant is occupying a dwelling in a group of dwellings let to people with special needs near some special facility (e.g. an old people's club) and there is no longer a person with those needs living in the dwelling and NHA require the dwelling for someone with those needs.
11. The tenant has succeeded to a tenancy and the dwelling is larger than he/she reasonably needs. (This can only be used between 6 and 12 months from the previous tenant's death. It cannot be used against the widow or widower of the previous tenant).

In determining whether or not it is reasonable to make an order for possession, in a case of succession, the Court will take the age of the tenant, the period during which the tenant occupied the dwelling as his/her only or principal home and any financial or other support given by the tenant to the previous tenant, into account.

The Housing (NI) Order 2003 outlines additional ground for possession of a secure tenancy. These are detailed in Section 12 of this handbook.

## **10. GENERAL CONDITIONS OF TENANCY:**

This section contains the tenancy agreement between you and NHA. You are the tenant and NHA is your landlord and each has certain rights and duties which must be observed.

### **PART 1 - TENANT'S OBLIGATIONS:**

The tenant promises as follows:

#### **Rent:**

1. To pay the rent and rates and any other charges regularly and promptly when due.

#### **Repairs and Maintenance:**

2. To maintain the dwelling in a clean and tidy condition, to make good any damage to the dwelling wilfully or negligently caused by the Tenant or any other person lawfully living in or lawfully visiting the dwelling, to maintain and keep in repair anything which is a Tenant Responsibility and to comply with the provisions of Schedule 4. (For the avoidance of doubt, it is agreed that the tenant's responsibilities in respect of internal decoration are not diminished or affected in any way by the availability or non-availability of any redecoration allowances from NHA).

#### **Use of Dwelling:**

3. To use the dwelling only as a private dwelling house.

#### **Occupation:**

4. To occupy the dwelling as the only principal home of the Tenant.

#### **Nuisance to Neighbours:**

5. Not to do or permit or suffer to be done in the dwelling or within the curtilage or neighbourhood of the dwelling any act or thing which is or may be an annoyance or nuisance to the occupiers of any neighbouring or adjoining premises.

#### **Caravans, Etc.**

6. Not to park or allow being parked any caravan, boat, vehicle or other items or goods within the curtilage or neighbourhood of the dwelling in such a position or in such a manner as to cause a nuisance or annoyance to the occupiers of any neighbouring or adjoining premises.

#### **Gas:**

7. Not to store or permit or suffer to be stored any Liquid Petroleum Gas if the dwelling is a flat or maisonette within a complex of four or more storeys in height.
8. Not to store or permit or suffer or to be stored any Liquid Petroleum Gas without the written permission of NHA if the dwelling is any other type of flat with shared access.

#### **Pets:**

9. Not to keep any domestic pets without the consent in writing of NHA (if the dwelling is a flat or maisonette).

10. Not to keep more than one domestic pet without the consent in writing of NHA (if the dwelling is not a flat or maisonette).

**Planning and Building Control:**

11. Not to use or suffer or permit the dwelling to be used in any way contrary to the Planning (NI) Orders, the Building Control Regulations or any amendment or replacement of such Orders or Regulations.
12. Not to breach or permit or suffer any breach of :
  - a) the Planning (Northern Ireland) Orders or;
  - b) the Building Control regulations or;
  - c) any amendment or replacement of those Orders or Regulations.

**Structures:**

13. Not to erect or suffer or permit to be erected within the curtilage of the dwelling any movable or immovable structure without the prior written consent of NHA except to the extent that this is permitted by Statute.

**Keys:**

14. To pay for the replacement of any lost keys.

**Assignments, Exchanges, Etc.**

15. Not to assign, sub-let or otherwise part with possession of the dwelling or any part of it without the prior written consent of NHA, except to the extent that this is permitted by Statute.

**Compensation for Damage:**

16. To pay to NHA:
  - a) The cost of remedying any loss or damage to the dwelling or fixtures therein to the extent that such loss or damage has been caused by the Tenant or any person lawfully living in or visiting the dwelling.
  - b) the cost of re-instatement if any unauthorised works have been carried out in respect of the dwelling.

**End of Tenancy:**

17. To deliver up the dwelling at the end of the tenancy in an acceptable condition with all additions (if any) and fixtures in good tenantable repair (except to the extent that responsibility for such repair is placed upon NHA by this Agreement or otherwise) and good decorative order and in clean and tidy condition.

**Access:**

18. To permit persons authorised by the General Manager and NHA employees to enter the dwelling for the purposes of:
  - a) viewing its condition; or
  - b) reading, installing, servicing, improving or removing meters; or
  - c) carrying out any works of repair; or
  - d) carrying out any other works (whether of improvement alteration or otherwise).
19. NHA will normally (except in the case of Emergency):
  - a) give at least 24 hours notice before exercising any right of access conferred upon it by Clause 18 above and

- b) not seek to exercise such a right of access at any time prior to 9.00am or 6.00pm.

**Tenants are advised to check the credentials of anyone wishing to gain access to the dwelling.**

## **PART 2 - LANDLORDS OBLIGATIONS:**

NHA promise as follows:

### **Landlord Repairs:**

1.
  - 1) To keep in repair the structure and exterior of the dwelling.
  - 2) To maintain any item in the dwelling which is a NHA responsibility.
  - 3) To decorate the exterior of the dwelling at least once every five years (unless the tenant wishes to carry out external re-decoration in which case consent will be not be unreasonably withheld).
  
2. NHA's obligations to repair and maintain and decorate must be construed subject to the following:
  - a) NHA is not under any duty to repair or maintain anything which is the Tenant Responsibility or to carry out any works for which the tenant is liable by virtue of this Agreement or otherwise.
  - b) NHA is not under any duty to repair or maintain anything:
    - i) which was not constructed or provided by NHA or any person from which it derives title or any previous tenant (other than anything which was constructed or provided by the tenant and in respect of which construction or provision the consent of NHA has been forthcoming): or
    - ii) which the tenant is entitled to remove from the dwelling.
  - c) NHA is not under any duty to rebuild or reinstate the dwelling in the case of destruction or damage by fire, tempest, flood or other inevitable damage. However in any such case NHA will normally rebuild or reinstate, unless in its opinion:
    - the cost of doing so would be disproportionately high or
    - there are other special reasons for not doing so.
  - d) In determining the standard of repair or maintenance necessary for compliance with NHA's obligations in that connection, regard is to be had to the age, character and prospective life of the dwelling at the time of the need for the relevant repair or maintenance.
  - e) NHA is not under any duty to carry out any work by virtue of its obligations to repair and maintain until a reasonable period has elapsed after the General Manager has been given written and specific notice (by or on behalf of the tenant) of the need for such work.
  - f) NHA's duties to repair, maintain and decorate are subject to any additional limitations provided for in Schedule 4.

### **Quiet Enjoyment:**

3. If the tenant pays the rent and observes and performs the entire Tenants' Obligations under this Agreement, the tenant may quietly enjoy the dwelling

without any interruption by NHA or any person claiming through or under NHA except that such interruption is expressly or impliedly permitted by this Agreement (in particular pursuant to Clause 3 in Part 3).

**PART 3 - MUTUAL TERMS:**

NHA and the Tenant mutually agree as follows:

**Termination of Tenancy:**

1. I) The tenant may bring the tenancy to an end by serving written notice of termination upon NHA, and NHA may, subject to the tenants statutory rights, bring the tenancy to an end by serving written notice upon the tenant.
  - ii) Any such notice of termination shall take effect upon the Monday at the end of or immediately after the expiration of a period of four weeks beginning immediately after the date of service of such notice.

**Remedies for Tenants Breach:**

2. If the tenant fails to observe or perform the Tenants Obligations under this Agreement or otherwise, NHA may serve written notice on the tenant, specifying the respects in which there has been such failure and requiring the tenant to remedy that failure within fourteen days. If the tenant does not comply with such notice, NHA, its employees and persons authorised by the General Manager shall be entitled to enter the dwelling and execute any works necessary to remedy the failure and NHA shall be entitled to recover from the tenant, as a debt payable on demand, its costs in carrying out and arranging for the carrying out of such works.

**Improvements:**

3. NHA has the right to carry out any works in or in respect of or in connection with the dwelling (whether works of repair alteration improvement internal or external decoration, or otherwise) and NHA shall not be responsible for the cost of any redecoration work necessitated by such works of repair, alteration, improvement or otherwise and further shall not be responsible for any claim by the tenant for any inconvenience or disruption or for any physical damage to the dwelling or items therein arising from or consequential upon the carrying out of such works other than any such claim arising out of the negligence of NHA or its employees.

**Term of Tenancy:**

4. The tenancy is a weekly tenancy.

**Variation of Rent:**

5. NHA may vary the rent and any other charges payable in respect of the dwelling, by giving written notice to the tenant of such variation, at least four weeks prior to the coming into effect of such variation.

**Rates Increases:**

6. Without placing itself under any legal obligation to do so, NHA will give the tenant as much notice as is practicable in relation to any increase of the rates payable in relation to the dwelling.

**Other Tenancies:**

7. NHA will not be liable to the tenant in respect any failure on the part of any other tenant of NHA under any other NHA tenancy to perform or observe the tenant's obligations under that other tenancy nor shall NHA be liable to the tenant for any failure or neglect on its part to enforce its rights under any such other tenancy.

**Enforcement:**

8. Failure or neglect by NHA to enforce at any time any of the provisions of this Agreement shall not be construed or be deemed to be a waiver of NHA's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice NHA's rights to take subsequent action arising out of the breach of any provisions of this Agreement.

**Severability:**

9. In the event that any of these provisions shall be held to be invalid unlawful or unenforceable to any extent, such provision shall be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

**Headings:**

10. The headings of the provisions in this Agreement are inserted for convenience or reference only and are not intended to be part of or affect the meaning or interpretation of any of those provisions.

**Variation:**

11. The provisions of this Agreement represent the entirety of the Agreement between NHA and the tenant and may only be varied or altered in accordance with Article 37 of the Housing (NI) Order 1983 or such statutory provision as may alter or replace it or by the mutual agreement in writing of NHA and the tenant.

**Schedules:**

12. I) the additional provisions set out in Schedule 1 apply if the dwelling is serviced by shared services.
  - ii) the additional provisions set out in Schedule 2 apply if the dwelling is considered to be Experimental Housing.

**Roads and Footpaths:**

13. I) this Clause applies to any unadopted public right of way in the ownership of NHA adjoining or neighbouring the dwelling and to which the Public has access.
  - ii) NHA do not accept any liability to the tenant either in his/her capacity as a tenant or as a member of the Public in respect of the state of repair or maintenance of any such Public right of way.

## **THE SCHEDULES:**

### **Schedule 1:**

#### **Shared Services (additional provisions):**

The tenant agrees as follows:

#### **Protection of Services:**

Not to build or dig within the strip of garden area measuring two metres back from where the footpath and the edge of the garden meet stretching along the entire front of the property or do any other act within that area (including any part of the pathway which comes within the area) which could cause damage to underlying pipes.

### **Schedule 2:**

#### **Experimental Housing (additional provisions):**

The tenant agrees as follows:

#### **Access:**

To permit persons authorised by the General Manager and NHA employees to enter the dwelling for the purpose of carrying out any experiments which the General Manager considers to be appropriate.

### **Schedule 3:**

NHA responsibilities and Tenant Responsibilities:

NHA plan for the replacement of certain items on the basis of the expected life of the item. The minimum life of those items, before replacement is normally considered, is

Room heater:	12 years.
Fireplace:	15 years.
Sink:	20 years.
Bath/Wash Hand Basin /WC Bowl:	20 years.

## **EXTERNAL WORKS:**

#### **Repairs which are tenant responsibility:**

1. Care and upkeep of gardens and hedges.
2. Cleaning out gully traps.

#### **Repairs which are NHA responsibility:**

1. Repairs to garden paths, walls, fences and gates provided by NHA.
2. Replacement of dustbins every 5 years or in the case of ÷Wheelie Bins÷ every 7 years.
3. Replacement of rotary driers.
4. Maintenance of communal amenity areas (unless the area is the responsibility of Belfast City Council).
5. Outside repair work involving structural repairs to walls, outside doors, windows (but not replacement of glass), roofs, chimneys, valleys, gutters, downpipes and house drains.
6. External paintwork.

### **INTERNAL WORKS:**

#### **Tenant responsibility:**

1. To keep the interior of the dwelling in reasonable decorative order.

### **ELECTRICAL WORKS:**

#### **Tenant responsibility:**

1. Repairs to electrical appliances, fires and heaters not installed by NHA.
2. Doorbells and plugs.
3. Fuses except main fuses which are the responsibility of NIE.

#### **NHA responsibility:**

1. Electrical wiring.
2. Repairs to electrical appliances, fires and heaters installed by NHA.
3. Door entry systems to communal blocks.
4. Ceiling roses and lamp holders.
5. Sockets and switches.

### **REPAIRS TO COOKING AND HEATING APPLIANCES:**

#### **Tenant responsibility:**

1. Frets and baskets to open fires.
2. All-night burners.

#### **NHA responsibility:**

1. Repair of defective solid fuel cookers and stoves.
2. Repair of defective room heaters.
3. Repair of fire surrounds.

### **PLUMBING REPAIRS:**

#### **Tenant responsibility:**

1. Washers on taps.
2. Stoppers on baths, sinks and basins.
3. Chains for stoppers and WC chains.
4. Clearing air locks in pipes.
5. Replacement of wash-hand basins, WC bowls and seats (except where cracked through wear and tear or faulty installation).
6. Baths and sinks (except where cracked through wear and tear or faulty installation).

**NHA responsibility:**

1. Clearing blocked sewers, drains and waste pipes.
2. Boilers and hot water cylinders.
3. Pipes and radiators and fittings.

NB: The tenant must bear the cost of clearing blocked drains caused by dirty gully trap, or cleaning wastepipes inside individual dwellings where the obstruction has been caused by misuse.

**DOORS/WINDOWS:**

**Tenant responsibility:**

1. Internal door hinges, locks and handles.
2. Doors, hinges, handles, catches and drawers on kitchen and bedroom furniture.
3. Draught proofing of doors and windows.
4. Replacement of broken glass.
5. Internal tiles on window sills.
6. Curtain rails.
7. Coat/hat hooks.

**NHA responsibility:**

1. Window frames and sashes.
2. Repair of defective internal and external doors, saddles and door frames.
3. Hinges, locks and handles on external doors.
4. Letter boxes.

**STRUCTURAL AND OTHER REPAIRS:**

**Tenant responsibility:**

1. Sweeping chimneys and any cost for work required because of failure to sweep chimneys.
2. Internal plaster cracks.

**NHA responsibility:**

1. Walls, staircases and structural timbers, roof, chimney and gutters.
2. Wall and floor tiling.
3. Architraves, skirting boards, timber sills and other internal decorative woodwork.
4. Airbricks and ventilators.
5. Roof insulation. (Where the tenant has not been in receipt of Grant Aid).
6. Timber rot.

## **11. NHA SERVICE STANDARDS:**

**In all of its activities NHA aim to be courteous and competent. To help you check the service we provide we have set out the minimum standards you can expect from the association:**

### **1. Applying for a home:**

We will provide you with an application form and advise you how to complete the form. We will advise you about the areas which NHA have dwellings located and their availability.

Where possible we will inform you of other landlords who may be able to help you. We will advise you about your position on the Common waiting List and offer recommendations.

We will give you access to information provided in your application.

We will give you the opportunity to view any property we offer you before you decide whether or not to accept the property.

### **2. Information on your Tenancy:**

Before you become a tenant we will advise you about your rights and responsibilities, and those of NHA.

Before you accept a tenancy we will tell you if repairs are outstanding and when they will be completed.

We will explain your tenancy agreement and issue you with a tenant's handbook which outlines the Agreement and describes the various services provided to you by NHA, a Tenants Guarantee and a Right to Know Document.

### **3. Rent Payments:**

We will provide you with a rent book and advise you about the various methods of paying rent. We will also advise you if you have any problems paying your rent. Any payment of rent by cash, housing benefit, cheque or giro will be credited to your account within 7 working days of you making the payment.

We will provide you with a rent statement upon request.

We will give you 4 weeks written notice of any rent increase.

We will advise you of the NHA Rent Setting Policy

### **4. Housing Benefit:**

We will endeavour to represent your interests in liaison with the NIHE on your behalf if you have applied for Housing Benefit.

### **5. Repairs to your Home:**

We will carry out emergency repairs within 24 hours.

We will acknowledge other repair requests within 3 working days.

We will carry out urgent repairs within 4 working days.

We will carry out routine repairs within 20 working days.

We will regularly cut the grass in open areas during the summer months.

We will clean the lobbies of public areas of flats at least once a week.

We will repair lifts which have broken down within 24 hours and door entry systems within 4 days.

We will complete external cyclical maintenance on your dwelling every 5 years.

**6. Consulting You:**

We will consult you about any major changes proposed to our services or the way they are run.

We will consult with you about works which we plan to carry out which will affect your home or the area around it.

We will circulate NHA newsletters at least twice year offering you housing management performance indicators and advice.

At least 3 months before any major building work starts we will consult you about what is proposed and describe any alternative proposals available to you.

At least 3 weeks before work starts we will advise you in writing about:

- the nature and scope of the work,
- the alternative accommodation arranged (if applicable),
- the expected duration of work,
- the effect on your rent,
- the availability of allowances or grants,
- the person to contact if you have any queries.

At least 3 weeks before minor work start we will advise you about the nature of the work and when it will commence.

**7. NHA 'Right to Buy' Policy:**

Under our house sales scheme you may be able to buy your home. If you wish to apply, you should contact the NHA office.

**8. Transfers / Exchanges:**

You may wish to move to another NHA/NIHE/Public Authority property. We will advise you of your rights and assist you with a transfer application with the NIHE Common Waiting List Scheme.

**9. General Service:**

We will attend to you at our NHA office within 15 minutes.

We will acknowledge all incoming correspondence within 5 working days.

We will arrange a maintenance inspection on your property within 3 working days.

NHA office is open Monday, Tuesday and Thursday 9.00 a.m. - 4.00 p.m.

Wednesday and Friday 9.00 a.m. - 12.30 p.m. It is closed on Public Holidays.

## **12. INTRODUCTORY TENANCIES:**

Welcome to your new Newington Housing Association (NHA) home. As an NHA tenant you have rights and responsibilities. NHA has rights and responsibilities too. These are detailed in your new tenancy agreement and Tenants Handbook.

The rights and responsibilities in the tenancy agreement are to make sure you can enjoy all the benefits of an NHA tenancy. We are determined to protect you and your community from the misery of anti-social behaviour. We are sure you will want to help us. So, we give all new tenants a trial period of 12 months to show they can keep to the tenancy agreement, look after their home and live peacefully with your neighbours. This trial period is called an Introductory Tenancy.

### **Introductory Tenancy**

As a new tenant you must sign a Tenancy Agreement before you move into your new home. If there have been no problems at the end of your Introductory Tenancy you automatically become a Secure Tenant giving you all the rights of an NHA tenancy.

We hope your introductory tenancy period is problem-free and that you'll go on to become a secure tenant. We'll always try to help you if you have any difficulties. But you should know what would happen if you break the tenancy agreement - this leaflet describes the procedure.

### **Different Tenancies**

There are two kinds of tenancy:

- Introductory
- Secure

You are starting as an Introductory Tenant. This means you don't have all the rights of a secure tenant, and could be evicted more quickly if you break the tenancy agreement.

As an introductory tenant, the law doesn't give you the right to: buy your home during the introductory year; take in lodgers; sub-let part of the property; make improvements; or exchange your home with another tenant. But, although you don't have an automatic legal right to these things (as a secure tenant has), in exceptional circumstances you can apply to the Housing Manager to take in lodgers, improve your home or exchange and he will decide if you can go ahead.

Most people will pass smoothly from their Introductory Tenancy to a secure tenancy. But we'll act quickly against anyone who breaks his or her tenancy agreement. We'll always investigate first to see if things can be sorted out but if the problem is serious, or if the tenant won't co-operate with our efforts to find a solution, we'll take legal action to evict them straight away.

## **Anti-social behaviour**

We must protect your community and our property. So if someone tells us that you've been acting in an anti-social way, we will investigate the complaint thoroughly ó collecting evidence, interviewing witnesses and talking to the police. If this shows that the complaint is justified we will take action. If the problem is quite minor we'll tell you to change your behaviour ó we may bring in a mediation expert too. But if you fail to mind your behaviour, or if your actions are of an extreme form we will seek to evict you.

It is important to remember that you are not only responsible for your own behaviour. We would take action against you if the anti-social culprit were someone living with you, or a visitor to your home. And it doesn't matter where the nuisance happens ó in your home, outside it or anywhere in the locality.

## **Taking action**

If we want to evict a secure tenant (because they aren't paying their rent, or are a nuisance to their neighbour for example), we have to give them the chance to put their side of the story at a court hearing. It's then up to a judge to decide if the eviction can go ahead. But if we have to evict an introductory tenant we can do it more easily and quickly.

## **Review**

We would tell you in writing that we're going to court to evict you. You could ask for a review of the case, but you must do this within 14 days. Our staff and/or committee members who have not been involved in the case before will look at the situation again to see if everything has been done correctly. You do not have the right of appeal against that decision. NHA will then seek a court order for possession of your home from the court.

If we did have to take action like this, you could get advice from a citizen's advice bureau, law centre, Housing Rights Service or a solicitor. If there have been no problems during your Introductory Tenancy, you will automatically become a secure tenant on the date written in your tenancy agreement.

## **Housing (NI) Order 2003**

Chapter 3 of Part 2 of the Housing (NI) Order 2003 extends the existing grounds for possession set out in Schedule 3 to the Housing (NI) Order 1983 and creates new grounds. In particular, the 2003 Order amends the grounds for possession to enable the courts to grant orders for possession on the basis of:

- nuisance or annoyance caused by a tenant's visitors or guests;
- conduct 'likely to cause' nuisance or annoyance;

- nuisance or annoyance caused to persons visiting or having lawful business in the area, and
- an arrestable offence committed by the tenant or by his visitors or guests.

The 2003 Order also enables the courts to grant orders for possession where:

- the tenant or the tenant's partner has left the dwelling house because of violence committed in the home by the other partner, or;
- the tenancy is found to have been awarded on the basis of a false statement made by another party at the tenant's instigation.

### **New Policy and Procedures on Anti-Social Behaviour**

Part II of the Housing (NI) Order 2003 was designed to extend powers to tackle Anti-Social Behaviour in local communities. It provides for Introductory Tenancies and includes measures for developing the use of injunctions and extending the grounds for possession. In addition, Part IV of the 2003 Order provides for persons who are unsuitable to be tenants because of their unacceptable behaviour to be treated as ineligible for housing accommodation or homelessness assistance. The Anti-Social Behaviour (NI) Order 2004 enables the Housing Executive, District Council and Chief Constable of the PSNI to apply to the courts for Anti-Social Behaviour Orders (ASBOs). Associations are not empowered to apply for ASBOs but can apply to the above relevant authorities to issue ASBOs on their behalf.

Advice and assistance is available from staff at the Association's offices for any tenant suffering from the effects of behaviour which could potentially be termed as being 'anti-social behaviour'.

### **13. USEFUL ADDRESSES:**

**N.I. ELECTRICITY  
EMERGENCY & FAULT REPORTING  
Grove Street East  
Belfast  
BT5 5GH  
Tel: 08457 455 455**

**HOMELESS ADVICE - NIHE  
32-36 Great Victoria Street  
Belfast  
BT2 7BA  
Tel: (028) 90317000**

**N.I. HOUSING EXECUTIVE  
District 4 Office  
10-16 Hill Street  
Belfast  
BT1 2LA  
Tel: (028) 90241525**

**FIRE AUTHORITY for N.I.  
Headquarters  
1 Seymour Street  
Lisburn**

**N.I. HOUSING EXECUTIVE  
District 6 Office  
71 Royal Avenue  
Belfast  
BT1 1FE  
Tel: (028) 90326477**

**BELFAST CITY COUNCIL  
City Hall  
Belfast BT1 5CS  
Tel: (028) 90320202**

**DSD HOUSING ASSOCIATIONS BRANCH  
River House  
48 High Street  
Belfast  
BT1 2AW  
Tel: (028) 90251300**

**CITIZENS ADVICE BUREAU  
211 Antrim Road  
Belfast  
Tel: (028) 90752114**

**RATE COLLECTION  
AGENCY  
Londonderry House  
Chichester Street  
Belfast  
Tel: (028) 90252525**

**ATLANTIC HOUSE  
HOMELESS HOSTEL  
50-54 Atlantic Avenue  
Belfast  
BT15 2HB  
Tel: (028) 90743668**

**TELECARE - FOLD House  
3-6 Redburn Square  
Hollywood  
Co Down BT18 9HZ  
Tel: 0800 7313081**

**PHOENIX GAS  
Fault Reporting or  
Metering Enquiries  
Tel: 08454 555 555**