



Habinteg
Housing Association (Ulster) Ltd



Tenant Handbook



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HOME USER GUIDE

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POLICIES AND PROCEDURES

On pages 36 - 79 are copies of Habinteg's Policies and Procedures relating to housing matters. Policies are subject to amendment and are reviewed on a regular basis to ensure relevance.

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HOME USER GUIDE

INTRODUCTION AND BACKGROUND

Habinteg Housing Association (Ulster) Ltd is a registered Housing Association within the provisions of the 1976, 1981 and 1992 Housing Orders (NI) and under the Industrial and Provident Societies Acts (NI) 1969 and 1976.

The Association is funded by grants and loans from the Department for Social Development (the Department) and by private funding. The loans are repaid and management services financed from the rental income. Some rent levels are approved by the Department, and are in line with those charged by the Northern Ireland Housing Executive. Decontrolled rents are set by the Association under its rent setting policy.

Habinteg is a member of the Habinteg family of housing Associations with sister organisations in England, Scotland and the Republic of Ireland.

HABINTEG'S DESIGN FEATURES

Habinteg's aim is to provide carefully designed homes and quality housing services with appropriate support for all sections of the community. Typically, Habinteg's schemes contain a wide range of house types to provide homes for all people, irrespective of age, culture, background, ability or disability. Dwellings include family houses, apartments and bungalows. Family houses are built to Lifetime Homes standards and a proportion of bungalows and apartments are specially designed wheelchair user properties.

In addition to the Association's housing developments, Habinteg works closely with a number of organisations in the provision of carefully targeted housing solutions. Partnership schemes include sensitively managed housing with care projects for people with disabilities or sensory impairment, temporary move-on accommodation for people who are homeless, and responsive housing initiatives for people with particular support needs.

The Association has been at the forefront of implementing environmental technology in house building practices and was the first social housing provider in Northern Ireland to be awarded Excellent Eco Homes accreditation by the Building Research Establishment .

COMMUNITY ASSISTANT SERVICE

Amongst those whom the Association intends to accommodate are families with disabled members either adult or child, disabled couples and single disabled people in need of suitable housing. On many of the larger schemes a Community Assistant is available to assist in addition to care provided by Health and Social Care Trusts.

Where a Community Assistant is resident on the scheme, wheelchair user housing and housing designed for older tenants are linked to the Community Assistant's home and office by a warden call system. This enables the Community Assistant to provide a support service and answer any emergency call which might arise. The warden call system is also linked to Fold Telecare service to provide cover for the tenants of a scheme when the Community Assistant is off duty.

AREAS OF OPERATION

The Association currently has schemes in urban and rural areas right across Northern Ireland, managed from offices in Holwyood and Londonderry.

The Association has a healthy development programme and, as a result of this, a list of completed and on-site developments is subject to change. Please contact Habinteg's office for a comprehensive and up to date list.

ORGANISATION

Currently, over 70 staff members are employed by the Association, most are based in the two offices and a number work residentially. The work of the Association is overseen by a dedicated and professional Board of Management who provide their services on an entirely voluntary. Members have specialist knowledge in diverse areas including disabilities; medicine, accountancy, architecture, law, etc. A Chief Executive is responsible to the Board for ensuring its decisions and policies are executed.

Habinteg is a member of the Habinteg family of housing Associations with sister organisations in England, Scotland and the Republic of Ireland.

NOTES ON USER GUIDE

This guide is intended to serve as a 'user's manual' for your property. It has been produced by Habinteg for the information of its tenants, to offer advice, and set out detailed information, regarding each party's rights and responsibilities. Information which is specific to your development eg. particular installations, heating system, timetables for public transport and information of local amenities may be found in the last section of this handbook.

MAINTENANCE ADVICE FOR YOUR NEW HOME

There is still a great deal of moisture around when you move into a new home. You may not feel it, and it will certainly not do you any harm, but it does need to evaporate slowly and be ventilated away. This is because concrete, bricks, timber, plaster and other materials have absorbed water during construction.

DRYING OUT

A brand new home needs to dry out gradually.

As the home is lived in and heated, timber and plaster will shrink, causing small cracks. These cracks are not structurally important and can be permanently cured in the normal process of redecoration. However, because such minor cracks are inevitable, Habinteg is not legally bound to rectify them. It is in your own interest, therefore, to follow the advice given here.

DECORATION

A light water base paint, which allows moisture to work itself out, may be used on walls and ceilings. However, it is strongly advised not to apply wallpaper during the normal drying out period ie. 9 - 12 months. When you redecorate, use a filler to make good any minor gaps and plaster cracks which have arisen from normal drying-out and shrinkage.

EFFLORESCENCE

Another consequence of drying out may be the appearance of a white deposit on inside or outside walls, called 'efflorescence'. This is caused by natural salts coming out of the wall materials and is quite normal. Salts on external walls will eventually disappear; those on internal walls can be wiped or brushed away.

If efflorescence persists internally, it may indicate a water leak, in which case you should contact Habinteg.

VENTILATION

To minimise problems from dampness and condensation:

Ventilate your home by leaving windows or, at least, the trickle vents (slotted vents in the window frame) open for as long as you can each day.

Leave internal doors and doors of built-in cupboards open a few inches to encourage air circulation during the drying out period.

You need much more ventilation from the kitchen and bathroom during cooking, washing up, bathing and drying clothes. This means opening the window and using the extractor fan. Some extractor fans are controlled by a humidistat which senses when moisture levels rise too high and will come on automatically.

CONDENSATION ON WINDOWS

If you follow the above advice on ventilation, condensation is less likely, but if it does occur on window glass, simply wipe it up. Condensation that repeatedly settles where the glass meets a timber window frame can, in time, cause the timber to rot. More advice is given below.

If you have double glazing, you should not get misting between the panes of glass. If this occurs, contact Habinteg.

WOODEN FLOORING

During the drying out period, it is not recommended that wooden floors be fitted. After the defects liability period expires, written permission should be sought for this type of work.

WOODWORK

New woodwork absorbs a lot of paint or stain so the first painting of a home may not give as good a finish as later repainting.

If carrying out painting yourself, always remember to prepare the surface properly. Never paint on wet wood.

BUILDERS LIABILITY PERIOD

For information and advice on the Builders Liability Period, please refer to the **Repairs, Decorations and Alterations** section of this manual, under the heading 'Repairs Liability'.

MAINTENANCE ADVICE FOR RUNNING YOUR HOME

CONDENSATION

Most of the complaints we receive about dampness and patches of mould growth on walls turn out to be caused by condensation. Condensation occurs when moist air reaches a cold surface and deposits some of its water on the surface. Air can become heavy with water vapour due to steam from cooking, washing bathing and drying clothes.

The only permanent cure is to reduce the level of moisture in the air by taking the following steps:

- Keep your home warm. Leaving background heat on during the day may cost little more than heating your home quickly in the evening. Ask your Community Assistant for advice about the heating system you have in your property.
- Open windows a little if they become misted up.
- Provide some ventilation if you have to dry clothes indoors.
- Keep the kitchen door closed when cooking or washing and open a window to allow steam to escape.
- Keep the bathroom door closed after having a bath and open a window to let steam out. If you have an extractor fan, the fan should be left on until the steam has cleared.

- Do not allow kettles and pans to boil longer than necessary.
- Do not overfill cupboards and wardrobes so that air cannot circulate. Condensation may occur, affecting both clothes and wardrobes or cupboards.
- Do not use paraffin or bottled liquid gas stoves. These give off a great deal of water vapour and can cause serious condensation problems.

If Condensation does occur, mop up the moisture with a cloth. You can also buy special strips from DIY shops which absorb moisture when fitted to window ledges.

You can remove mould growth by washing affected areas with a fungicidal wash which can be bought from paint shops.

FROST DAMAGE

It is your responsibility to ensure that property is not damaged through frost.

Serious damage can be done to pipes, cisterns, sinks and basins by the expansion of water when it freezes in wintry weather.

At the start of a cold spell keep your house as warm as you can. Make sure you know where to find the main water control tap stopcock and know how to turn it off - see section on Safety and Security.

Do not leave your property with the heating on.

For emergency repairs which occur outside office hours telephone Careline - details given on the Contact Information page at the front of this handbook.

Remember, Habinteg does not insure your belongings - particularly important in the case of water damage.

FUEL COSTS

If a gas or electricity bill arrives and you cannot afford to pay, contact your supplier or electric board immediately. If you arrange to pay off the amount in regular instalments, your supply will not be cut off.

If you are on supplementary benefit, unemployed, or receiving Family Income Supplement, if you have children under 11, or anyone in your household is a pensioner, tell Belfast Gas Department or NIE. You should contact your Housing Officer or the Citizens Advice Bureau (see Useful Addresses) for further advice. If you think you are going to have difficulty paying a bill, go to your electricity showroom for advice.

EASY WAYS TO PAY

There are several easy ways to spread payments so that you do not face a large bill every three months. Contact your supplier directly.

DO-IT-YOURSELF MAINTENANCE TIPS

BLOCKED WASTE PIPES

Blocked waste pipes occur most commonly in kitchens and bathrooms when either food particles or hair has blocked the 'S' bend. It is wise to clean drainage pipes from sinks, basins and baths occasionally with household washing soda crystals. This prevents a build up of dirt which may eventually cause a blockage. If a blockage does occur, it can usually be removed with a plunger. Plungers for sinks and toilets can be bought from DIY stores.

If you are unable to remove the blockage with a plunger -

- place a bucket under the 'S' bend;
- carefully unscrew the cleaning eye, the lower part of the 'S' bend;
- remove the blockage and screw the pipework back into place.
- If you still have a problem, report the fault to your Community Assistant but please remember that if Habinteg has to clear a blockage which you have caused, you will be charged for the work involved.

SMOKE ALARMS

Any smoke detectors, in your property, which have been installed by the Association, will be checked by Habinteg once a year to ensure they are operating effectively. However, to ensure you are fully protected at all times we recommend that you check the detectors are functioning, at least once a week, by depressing the 'Push-to-Test' button. If the alarm is battery operated and it fails to sound, please replace the battery and retest before reporting the alarm as faulty. If the battery is wired to the mains, please report it as faulty if it fails to sound when retested.

For best protection and to reduce the likelihood of false alarms you can clean the smoke detectors using the soft brush or wand attachment of a vacuum cleaner. Mains power to the smoke detector must be turned off first.

Some of the common problems which may be experienced with your smoke detector are:

Smoke Detector does not sound when tested

- turn off the mains power and check the battery is securely attached;
- if the problem persists report it to your Community Assistant (where applicable) or the office.

Smoke Detector beeps about once a minute -

- turn off the mains power and replace the battery;
- turn off the mains power and clean the detector;
- if the problem persists report it to your Community Assistant (where applicable) or the office.

Smoke detector sounds continuously without there being smoke present -

- report the problem to your Community Assistant or to Habinteg's offices.

WIRING A PLUG

- Check the colour coding of the wires, ie.

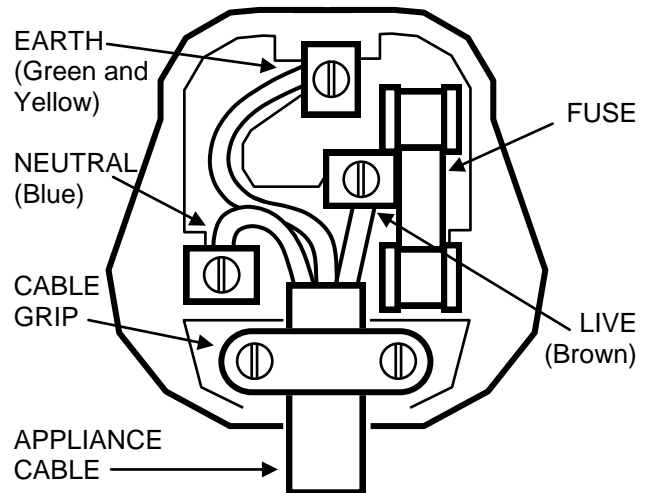
NEW COLOURS

brown	live
blue	neutral
green/yellow	earth

OLD COLOURS

red	live
black	neutral
green	earth

- unscrew the plug top. Check you have the correct value fuse for the appliance;
- strip about two inches of the outer plastic insulation from the wire, taking care not to cut through the inner coloured wire;
- cut the wires to the correct length so the end of each wire can be screwed into its correct connection and the outer insulation can be held by the cable grip;
- strip as short a length of each coloured insulation as possible so that the bare end of each wire cannot be seen after the screws have been tightened;
- twist the bare end of each wire to avoid loose strands;
- pass the wires through the cable grip and push each wire c o r r e c t connection. Screw wires in tightly.



CHANGING A LIGHT BULB

Although it often mentioned in jokes, it can be hazardous to change a lamp or light bulb - just as it is when you handle any electrical appliance or fitting.

To ensure that you change light bulbs in a safe manner, always try to change the bulb during daylight so that you can clearly see what you are doing. Use ladders, or similar stable support, if you are reaching up to the ceiling - do not take unnecessary risks balancing on unstable supports. To reduce any risks, you should, where possible, switch off the lights circuit for your house (or that part of your house if you have more than one circuit) before changing the bulb. Only ever use bulbs which are suitable to the fitting and, where it is possible, use energy saving lightbulbs - you will find further information on this subject in the Saving Money and Caring for the Environment section of this handbook.

HEATING CONTROLS

USING HEATING CONTROLS

Your new heating system will have some of the following controls:

A Programmer Timer is probably the most useful heating control as it automatically controls the times at which the central heating and hot water systems are switched on and off. In the summer time it can be set so that it only heats hot water and not the radiators.

The programmer timer will either be a digital or manual clock and is normally found in the kitchen or hallway.



A Room Thermostat automatically switches your heating off once it reaches the chosen temperature, and back on again if it drops below your chosen comfort level. A normal setting of 21°C is generally recommended. Remember that the thermostat only operates when the programmer timer is in operation mode.



The thermostat is normally situated in the main living room or hallway.

Thermostatic Radiator Valves (TRV's) are found on radiators and incorporate a thermostat, which senses air temperature in the room. They can be set to a required temperature and will work automatically to maintain that room temperature. There will be no TRV's situated in a room that has a room thermostat installed.



Hot Water Cylinder Thermostat (not applicable to Combi Boilers) controls the temperature of your hot water and should normally be set at 60°C. The cylinder thermostat will normally be found attached to the hot water cylinder



ALWAYS REMEMBER TO ALTER YOUR TIMER SETTINGS WHEN THE 'CLOCK' CHANGES TWICE PER YEAR. PLEASE ALSO ADJUST YOUR THERMOSTAT WITH THE CHANGING SEASONS.

REPAIRS, DECORATIONS AND ALTERATIONS

REPAIRS

The Association aims to carry out repairs quickly and efficiently. Some repairs are your responsibility and some are the Association's. You must report any repair which is the Association's responsibility.

DECORATIONS AND ALTERATIONS

We will decorate the outside of your home and any common landings and staircases regularly. If you wish to decorate the outside of your home yourself, please ask for permission first.

It is your responsibility to decorate the inside of your home. You must keep your home decorated to a fair standard. Please do not paper inside walls of new dwellings for twelve months after the builder has finished. This will let the plaster dry out completely.

Before you do any alterations or improvement work you must get written consent from Habinteg. We have to make sure you will not damage your home or make it unsafe. Alteration work covers building extensions, roof space conversions, knocking down walls, changing central heating systems etc. Check before you start working. Your rent will not increase as a result of any improvements you make but it may result in you paying more rates.

REPORTING A PROBLEM OR NEEDING A REPAIR

You can report any problems to your Community Assistant, you can telephone or call at the offices in Holywood or Londonderry or you can report the defect in writing. Contact details for 'out of hours emergency repairs' are listed on the Contact Information sheet at the start of this handbook.

ACCESS

When reporting a repair you must tell us when you will be home, or make arrangements for access. We will then arrange for our workmen to call and carry out the repair.

Always ask to see some proof of HABINTEG identity. Staff have a personal identity card. Council, gas and electricity board officials have similar cards and contractors should have copies of the works order.

REPAIRS LIABILITY

When dwellings are new or newly refurbished, some repairs are the building contractors responsibility to repair; defects should be reported in the normal way and you will be advised accordingly. At the end of the contractor's liability period (in the case of first lettings) the care of your home will become the responsibility of the Association and the tenant jointly. Overleaf, you will find a list of those repair items which are the Association's responsibility, and those which are the responsibility of the tenant.

REPAIRS FOR WHICH THE ASSOCIATION IS RESPONSIBLE

EXTERNAL

All outside repair work – including structural repairs to walls, outside doors, windows (but not replacement of glass), roofs, chimneys, valleys, gutters and down pipes and house drains.

External painting to woodwork, ironwork and wall surfaces where these have been previously treated.

Paths, garden walls, fences (if we originally provided them) and replacement of dustbins (after a minimum period of 5 years for galvanised bins and 7 years for wheelie-bins).

INTERNAL

Major repairs to walls, floors and ceilings, handrails to stairs.

Repairs to sinks, cisterns and baths. (but not rewashering taps or clearing blockages caused by tenant neglect.)

Fireplaces but not frets or tiles, room heaters, radiators, hot water cylinders, boilers, water storage tanks, pipes and fittings.

Electrical wiring, excluding all electrical fittings.

Where the Association has carried out a repair to make good damage caused by a tenant the cost of the repair will be charged to the tenant.

SERIOUS EMERGENCY REPAIRS - Priority attention will be given to:

- 1) serious fires;
- 2) gas leaks;
- 3) electrical faults;
- 4) burst pipes;
- 5) blocked main drains (not waste pipes);
- 6) dangerous walls or chimney stacks;
- 7) floods.

If you contact the Fire Service, or water, gas or electricity services, you must advise the Association as soon as possible. You may need to contact the water, electricity or gas services at night or at the weekend in an emergency. You will have to pay for any work carried out which is not essential.

EMERGENCY REPAIRS (e.g. burst pipes and dangerous electrical problems) will be carried out within 24 hours of being reported.

URGENT REPAIRS (e.g. other plumbing and electrical work) will be carried out within 4 days.

ROUTINE REPAIRS (e.g. repairs to fences, carports and external stores) will be carried out within 20 working days.

We try to deal with all repairs quickly. Sometimes we may be busier than usual (for instance after bad weather). If your repair is not done within a reasonable time you should contact the office. Say when you first reported the repair.

REPAIRS FOR WHICH TENANTS ARE RESPONSIBLE

EXTERNAL

Care and upkeep of gardens, hedges, cleaning out gully traps, and repairing clothes lines. Rotating clothes lines, where supplied, will only be replaced where necessary on change of tenancy.

INTERNAL

Minor repairs and maintenance of doors (including kitchen units), locks, and windows (including replacement of glass). Replacement of letterboxes, keys and locks where keys have been lost/broken.

Internal decoration, floor coverings, small plaster repairs to walls and ceilings, floor tiles, bars and baskets to open fires and room heaters, fireplace tiles door glasses to room heaters, "bleeding" of radiators and relighting of pilot lights, replacement of coat hooks and door stoppers.

Replacement of wash-hand basins, W.C. bowls and seats, clearing all blockages which occur in waste pipes leading from baths, sinks, showers and wash-hand basins. Shower curtains and fittings. Replacement of plugs, washers, chains and stoppers to sinks, wash-hand basins and baths. Repair of work surfaces.

MISCELLANEOUS

Additional draught exclusion. Cleaning of chimneys. Clearing of pest infestations. Fitting of TV aerials and dishes (with Association's permission). Replacement of dustbins. In wheelchair dwellings: maintenance of hobs, ovens and refrigerators which are supplied by the Association.

REMEMBER: you will have to pay for the repair of anything damaged by you or by a visitor to your home.

ELECTRICITY

Electric fuses, elements to electric and gas fires, fluorescent light bulbs etc
Replacing blown fuses in the main fuse box is your responsibility. To change a fuse switch off the mains supply; unplug the appliance you think has caused the fuse to blow; check the fuse box to see which one has blown; replace the burnt fuse wire of the same amperage; switch on the mains supply; if the replacement fuses blows, contact the Association as there may be a fault in the electrical system.

Your home may have circuit breakers instead of fuses. Circuit breakers are switches which automatically switch off in circumstances when a fuse would have blown. Reset the switch at 'on' after disconnecting the appliance which caused the problem. If the circuit breaker continues to switch off, contact the Association.

All plugs should be fitted with a fuse appropriate to the appliance rating. Instructions for wiring a plug can be found, along with additional information in the Home Maintenance Advice section.

SAVING MONEY AND CARING FOR THE ENVIRONMENT

ENERGY EFFICIENT APPLIANCES

If you are thinking of buying a new household appliance be sure to check its energy labelling. The energy label shown here, is for products which make the best use of energy, and so perform well while saving on running costs and helping the environment.

All European manufacturers and retailers must tell you about the energy efficiency of household electrical fridges, freezers, washing machines, tumble dryers, washer/dryers, dishwashers, ovens, air conditioners and light bulbs. Products are generally rated from 'A' to 'G', with 'A' being the most efficient ('A+' and 'A++' for the most efficient fridges and freezers).

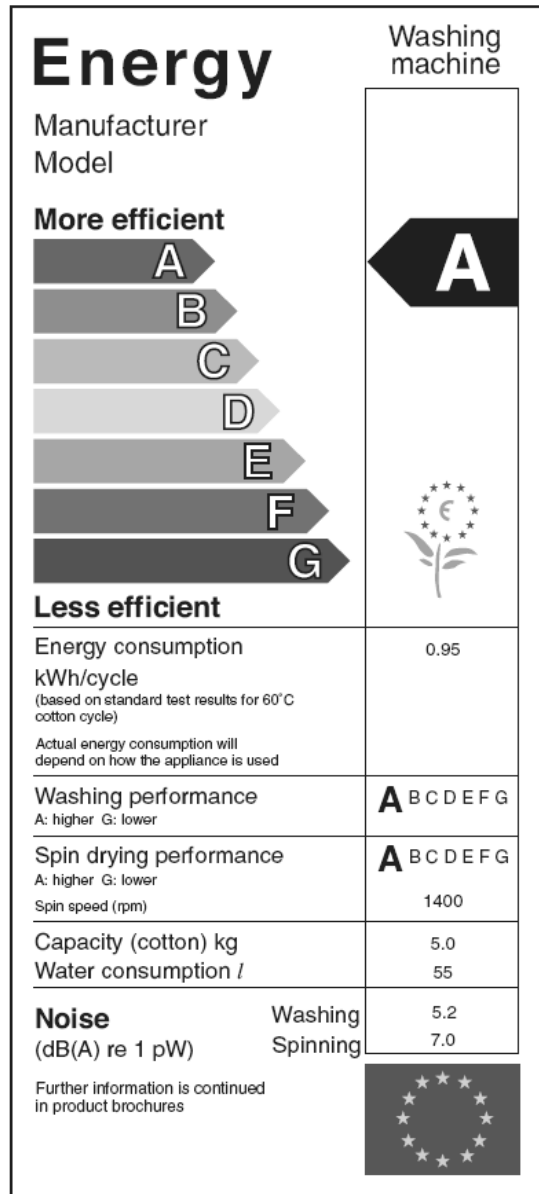
LIGHT BULBS

Energy saving light bulbs can be a proven way to reduce bills and, because they have a longer life-span than traditional bulbs, reduce consumption of raw materials. The Energy Saving Trust calculates that a new home with 15 light bulbs would save £45 a year by installing new bulbs.

WATER

We get a lot of rain in Northern Ireland but it is not rainwater that goes into your taps - the water has to be treated first. We each use around 145 litres of clean, treated water every day, so the less water we waste the more cost effective the system is and the less energy is needed to produce that water, therefore reducing carbon emissions. Tips for reducing wastage include:

- Remember to turn off the tap while brushing your teeth - a running tap wastes over 6 litres per minute
- Put a rock, brick or filled drink bottle (with lid on) in the toilet cistern. All these objects displace some of the water and reduce the amount used for flushing (some water companies give away special bags for this purpose called 'hippos'). Be careful not to interfere with the flushing mechanism.
- Fill up your dishwasher. Hand-washing dishes typically uses more water than a modern dishwasher, especially if you rinse your hand washed



dishes under a running tap. If you're in the market for a new dishwasher, have a look at Waterwise's rankings to help you buy a water efficient model, and make sure you always fully load the dishwasher to get those water savings

- Avoid half-load clothes washes. A full load uses less water than two half loads so you'll be able to save money on energy and water.
- Rubbish for rubbish bins - Avoid unnecessary toilet flushes by binning cotton balls, make-up tissues, and those pesky spiders
- Frigid water - Fill a jug with tap water and leave it to cool in your fridge so you don't have to run the tap for ages just to get a cold drink.
- Washing fresh foods. By washing your fruit and veg in a bowl rather than under a running tap, you could cut down on water waste effortlessly and then use the leftover water to feed your houseplants.

OUTSIDE THE HOME

- A hosepipe can emit as much as 18 litres of water a minute. Instead use a watering can in your garden to significantly reduce the amount of water wasted. If you must use a hosepipe fit with a trigger gun to control the flow.
- Your roof collects tens of thousands of litres of rain each year, which then runs straight into the sewers. This could fill hundreds of water butts, which could be used to water your garden or wash your car for free. If a water butt is not provided by the Association, call your local council.
- Rather than washing your car with a running hosepipe, try using a bucket and sponge instead. Just 30 minutes with a hosepipe will use hundreds of litres and using a bucket will give your car a much more precise wash.

WASTE

Household waste has an impact on climate change. By recycling more, reducing waste food and composting at home you can do your bit to help reduce this impact. The recycling process consumes less energy - and therefore produces less carbon - than the extraction and processing of new raw materials. The amount we recycled in the UK last year saved the same amount of carbon as taking 5 million cars off the road.

All local councils in Northern Ireland organise domestic recycling projects and you can contact them to find out which schemes operate in your area. In general, all areas provide for the recycling of paper, plastic, glass and tin. Most councils provide bins for the collection of some or all of these items and most areas have recycle yards for other, non-collectable, waste such as white goods and computers. You might be surprised to learn of all the items from your home which can be recycled. If you have internet access, visit www.recyclenow.com for detailed information on all your nearest recycling facilities. Please also contact your council for safe disposal sites of products such as oil, garden pesticides and paint. These products should never be poured down drains as this causes significant environmental damage.

TIPS FOR REDUCING WASTE

Recycling reminders:

Making a note on your calendar or fridge will provide a visual reminder of the day/dates your recycling is collected.

Whole house recycling:

It's common for people to recycle in the kitchen but forget other rooms. Recycle the waste from all the bins in your house.

Keep it simple:

Keep your recycling bin next to your main bin so you can take your rubbish and recycling out at the same time. If you don't already have a recycling box or bag you should contact your local council.

Long life food:

A third of the food we buy in the UK ends up being thrown away so keeping your fridge, freezer and cupboard stocked with long shelf life basics means you'll always have ingredients at hand to make the most of fresh food.

Reusing leftovers:

Wasted food is a waste of money and, when sent to landfill, a major contributor to climate change because it breaks down to produce methane, which is a powerful greenhouse gas. If we in the UK stopped wasting food that could have been eaten, for example by reusing leftovers rather than throwing them away, it would have the same impact on carbon emissions as taking one in five cars off our roads.

Mix it up:

By composting at home you can save as much carbon as your kettle produces annually. The key to good compost is to get a good mix of wet and sappy materials with dry and fibrous ones. This will ensure your bin has all the moisture and air it needs to compost successfully. Some councils provide Home Composters so please contact them to find out more.

Keep a kitchen compost caddy:

Over 30% of an average household bin can be composted at home, from vegetable peelings and teabags, to egg boxes and shredded paper. Using a container or kitchen caddy to collect your compostable waste from the house will save you having to make a trip to the compost bin every day.

Ditch the disposables:

Use products with a longer life, such as energy saving light bulbs, which can last around ten times longer than standard bulbs. You could also buy more concentrated versions of many products such as your washing detergent or washing up liquid.

Reuse where you can:

Over 13 billion plastic bags are distributed in the UK every year. That's around 215 per person for the population of the UK. Reuse your plastic bags as often as you can or buy a stronger canvas or reusable shopping bag. Donate unwanted items to charity shops.

Grow your own vegetables:

There is nothing quite like the delight of growing your own vegetables. Generally growing vegetables is easy (compared to other plants), depending on the type chosen. Nor do you need masses of space to grow vegetables or a specified vegetable plot, since there are more and more possibilities for growing vegetables in containers, such as potato planters, plant pots, hanging baskets or window boxes. Here's why it's a good idea:

You are assured fresh vegetables

Many vegetables lose some of their vitamins as soon as they are gathered, so being able to take them from the garden or balcony to the table in a matter of minutes, ensures you gain the maximum possible health benefits,

Value for money

In just about every case it is much cheaper to grow your own vegetables, than to buy them at the local shop or supermarket.

You can grow organic vegetables

Growing vegetables organically simply means not using non-organic compost, fertiliser or pesticides. For people or children who are particularly sensitive to chemicals, this is a brilliant alternative to buying organic vegetables, and the cost is a fraction of that in the shops.

Children learn where vegetables come from

Children learn how vegetables grow, what they look like and how to prepare them for eating. Given that more and more children seem to have difficulty recognising basic vegetables, let alone know what to do with them, growing vegetables yourself is providing them with a valuable life skill and education.

Easy grown vegetables for beginners:

Cress. Usually grown indoors in flat containers with just some damp kitchen towel or blotting paper, you simply cannot go wrong. Cress grows very quickly and is the ideal starting place for young children.

Lettuce. Can be grown inside or out, in containers or in the vegetable patch. There are lots of different varieties. Try a smaller lettuce which grows quickly.

Radishes. These prefer a damper or colder climate, and need very little maintenance - simply thin them out sufficiently to ensure there is enough space for the bulbs to develop.

Chard. Not fussy about the ground and needs almost no care apart from thinning out and weeding. Chard looks nice, especially the variety with red stems, and both the leaf and stem can be eaten.

Green Beans. Try the bush types for ease of cultivation, though runner beans do offer more yield in the same space (because they grow upwards!)

Carrots. Providing you keep to a few simple rules, growing carrots is easy. They prefer a cooler climate and can be planted as soon as the frost is past.

Potatoes. Not difficult to grow as long as they are banked up and watered frequently. You can even grow potatoes in containers for a decent crop.

Spinach. The best type of spinach to go for is spinach beet as it is less likely to bolt. Spinach prefers cooler climates so is ideal planted in early spring or autumn (check the variety on the seed packet).

TIPS FOR SAVING ENERGY

By following the recommended tips below you will reduce the amount of energy wasted in the home and will save fuel and money.

- Is your house/room too warm? Don't waste your money - turn your room thermostat down by 1°C. It could cut your heating bills by up to 10%.
- Close your curtains at night to stop heat escaping through the windows and tuck them behind radiators so heat does not escape behind curtains.
- Do not block radiators with furniture as this prevents heat from radiating outwards into the centre of the room.
- Keep internal doors closed to reduce draughts and prevent condensation.
- Always turn off the lights when you leave a room and adjust your curtains or blinds to let in as much light as possible during daylight hours.
- To reduce electricity running costs avoid leaving televisions, videos, stereos and computers on standby as they use up to 20% of electricity in standby mode.
- When making tea or coffee just heat the amount of water you need in your kettle but make sure you cover the element of an electric kettle. It costs much less to boil the required amount rather than a full kettle each time. Jug kettles are cheaper to operate.
- Defrost fridges and freezers regularly (your appliance will cost more to run if it needs to be defrosted). Remember that freezers when full of food use less energy than when partially full.
- Use a toaster rather than the grill for toasting bread. It will save you money.
- Choose the right size of pots and pans for your food and cooker hot plate. Where possible keep the lids on when cooking.
- Wait until you have a full load before using washing machines and dishwashers. If you can't, use a half-load or economy programme bearing in mind that modern washing powders will be just as effective at lower temperatures.
- Don't put very wet clothes into a tumble dryer; wring them out or spin-dry them first. They will dry much faster and it will save you money.
- Use the shower if you have one rather than the bath.
- Put the plug in the sink and never leave hot water running.

EFFICIENCY IN HOME IMPROVEMENTS

WOOD - If you are carrying out DIY which requires the purchasing of wood, remember to source it carefully in order to minimise the impact on the environment. You can do this by choosing products from sustainable sources or by using reclaimed timber. Look out for wood products with the FSC logo; this means it is approved by the Forest Stewardship Council and is from a sustainable source.

PAINTS AND VARNISHES - The solvents used in the manufacture of paints and varnishes contribute to the destruction of the ozone layer and accumulate in aquatic plants and animals when released into the water. Paints and varnishes can also have a direct effect on your health as the solvents they contain may cause allergic reactions and the vapours can provoke respiratory problems. Choose environmentally friendly paints and varnishes, preferably those which carry the 'flower eco-label', and always follow the instructions on the container.

CONTACT DETAILS FOR ENVIRONMENTAL ORGANISATIONS

www.energysavingturst.org.uk
Energy Saving Trust NI
Enterprise House, 55/59 Adelaide St
BELFAST BT2 8FE
Tel: 0800 512 012

www.cat.org.uk
Centre for Alternative Technology,
Machynlleth, Powys,
SY20 9AZ,
Tel: 01 654 705 989

www.fsc-uk.org
The Forest Stewardship Council
11 -13 Great Oak Street
Llanidloes, Powys, SY18 6BU
Tel: 01686 413 916

www.greenenergy.uk.com
Green Energy (UK) plc,
6 Peerglow Centre, Marsh Lane,
Ware, Herts ,SG12 9QL
Tel: 08 009 540 675

www.forumforthefuture.org
Forum for the Future
Overseas House,
19-23 Ironmonger Row
LONDON EC1V 3QN
Tel: 020 7324 3630

www.nienergy.co.uk
The Consumer Council,
Elizabeth House,
116 Holywood Road,
Belfast BT4 1NY
Tel: 08 457 455 455

www.environment-agency.gov.uk
National Customer Contact Centre
PO Box 544, Rotherham
S60 1BY
Tel: 08 708 506 506

www.sustrans.org.uk
Premier Business Centre
20 Adelaide Street,
Belfast BT2 8GD
Tel: 028 9043 4569

www.cycleni.com
Countryside Access & Activities Network
The Stableyard
Barnett`s Demesne, Malone Road
Belfast BT9 5PB
Tel: 028 9030 3930

www.travelwiseni.com
Travelwise Northern Ireland
Clarence Court
10 – 18 Adelaide Street
Belfast BT2 8GB
Tel: 0845 378 0908

SAFETY AND SECURITY

SAFETY IN YOUR HOME

Most accidents in the home can be avoided by following simple rules:

ELECTRICITY

- Switch off appliances after use.
- Make sure all plugs are wired correctly and ensure correct fuse is fitted.
- Check flexes regularly - never use damaged ones and do not run them under carpets / rugs.
- Have your appliances serviced regularly.

GAS SAFETY

Electronic carbon monoxide detectors are available from most DIY stores

- Never block ventilation.
- Ensure that flues are kept clear at all times.
- Look out for staining, soot or discolouration around a gas fire or around the top of a water heater or central heating boiler.
- Check for a yellow or orange flame in a gas appliance.
- Be aware of the onset of flu-like symptoms such as tiredness, headache, nausea, giddiness, pains in the chest and stomach.

If you suspect an appliance is unsafe, turn the appliance off and do not touch it until it has been checked by a **Gas Safe Registered engineer**.

If you smell gas:

- extinguish any naked flames and do not use any flame to find the leak;
- avoid using electrical switches;
- open doors and windows to get rid of the smell;
- check to see if a tap has been left on or pilot light blown out;
- if you suspect there may be a leak, turn off the gas at the meter and call the office. In an emergency, call **NI Gas Emergency** on **0800 002 001**.

FIRE

- Check your smoke alarm weekly to ensure it is working properly.
- Keep matches away from children.
- Use a guard in front of all fires when they are unattended or where there are children or elderly people about.
- Never leave a chip pan unattended. If you have to leave the kitchen, turn off the cooker ring and move the chip pan away from the ring.
- Do not hang clothes over or around fires, heaters or cookers.
- Do not prop open fire doors or interfere with their closing mechanisms.
- Close all doors at night.

If a chip pan catches fire turn off the heat and cover the pan with a damp cloth or lid to smother the flames (A small fire blanket is useful). If someone's clothing catches fire lay the person on the floor, roll them up in a rug or curtain to put out the flames and call an ambulance. If your Home catches fire close the door of the room where the fire is (if you can), make sure everyone leaves the house and call the fire service.

FROST PRECAUTIONS

Check that all water pipes and tanks in the roof or outside are lagged, and report any that are not. To avoid the possibility of freezing make sure taps are turned off at night. Report any dripping taps or running overflows. If you have central heating, leave radiator valves slightly open or set the room thermostat to about 10 C (50F) if you are away from home for long periods.

If despite precautions the pipes freeze or you have a burst:

- turn off main stopcock and switch the immersion heater off. (The main stopcock is usually under, or near, the sink. Check when you move in.)
- Turn all hot and cold taps on, to drain as much water as possible.
- Report the problem to Habinteg as soon as possible.
- Keep the telephone number and address of a registered plumber in a handy place in case of emergency when the office is closed and call the helpline 0800 7313081. Keep your details handy.

FALLS

60% of deaths from accidents in the home are the result of falls.

- Do not polish under carpets or rugs.
- Make sure stairs and landings are well lit and that they are kept clear.
- Put guards at the top of stairs and upper floor windows if you have small children.
- Wipe up any liquids spilt on the kitchen floor immediately.
- Repair or cover any holes in your carpets or lino to avoid tripping.
- Make sure your stair carpets are securely fixed.

GENERAL SECURITY

- When you go out, close all windows and lock front and back doors.
- Never leave your door key under the doormat or hanging on a string behind the letterbox. Thieves always look in these places.
- Do not leave a window open a few inches. Burglars find this useful.
- Check the identity of all callers before you let them in. Habinteg officers have identity cards – ask to see them.
- Always cancel newspapers / milk before you go away.

KEYS

Habinteg does not keep master keys to all dwellings so, if you lose your key and the lock has to be forced, you will be charged for damage.

INSURANCE

Your Insurance - It is important to take out insurance on all your possessions in your home and also to cover accidental damage to wash-hand-basins, W.C. bowls, baths and glass. Insurance will pay for losses caused by fire, theft and flooding, etc. The cost of insurance is quite low compared with the money it may save you. The cost can be usually spread by paying by instalments. Ask your Housing Officer for advice.

Our Insurance - Habinteg is responsible for insuring the buildings and other property it owns and holds public liability insurance to cover damage caused by its negligence.

PETS, GARDENS AND BINS

PETS

If you wish to keep a household pet (other than a caged bird) you must have the Association's permission. This will not be unreasonably withheld. Contact the Habinteg's offices with your request.

Where permission is given it is essential that the pet does not cause a nuisance to neighbours and is kept under control at all times. Otherwise permission may be withdrawn.

Dogs and cats are not usually permitted in flats. Qualified permission may be granted under special conditions will be applied.

COMMON AREAS

In the case of flats or maisonettes, the tenant should co-operate with their neighbours to keep the common areas clean, tidy and free from obstruction. Where common areas are not cleaned by the tenants the Association MAY undertake these duties and cover the cost of any work with a service charge.

GARDEN AND YARDS

You are responsible for keeping gardens, yards and front areas tidy and for cultivation and maintenance of gardens. If you live in a flat, you should arrange with other tenants who is responsible for each aspect of gardening. Where gardens are not maintained by the tenants the Association MAY undertake this work and cover the cost with a service charge.

REFUSE STORAGE

Habinteg will normally provide a bin if you are the first tenant in a new dwelling or, if necessary, at a change of tenancy. Thereafter, replacement will only take place after a 5 year interval if fair wear and tear has damaged the bin (7 years for wheelie bins).

Littered and untidy bin areas soon become a health hazard and attract pests and vermin. It is your responsibility to keep the bin and bin areas clean and tidy. The task will be much easier if all refuse is wrapped before being placed in the bin or bag.

Large items of rubbish such as old furniture, toys or prams can be removed by arrangement with the local authority cleansing department if you are unable to take them to the amenity facility (see the Useful Numbers section of this handbook for Council contacts or consult the Scheme Specific Information folder),

USEFUL NUMBERS

Housing Rights	028 9024 5640
Northern Ireland Housing Executive	028 9024 0588
In emergency requiring POLICE, FIRE AND RESCUE AMBULANCE, MARINE AND COASTAL EMERGENCY or MOUNTAIN RESCUE dial 999	
The following are for other out of hours emergencies	
Crimestoppers	0800 555 111
Health Information Service- medical / dental emergencies	0800 665 544
Planning Service	028 9025 2800
Northern Ireland Electricity - faults / supply	0845 7643 643
Gas (Phoenix and Firmus)	0800 002 001
Department for Regional Development - street lighting.	028 9025 3051
Flooding Incident Line - serious flooding	0300 2000 100
Northern Ireland Water Leakline - mains water supply.	0800 282 2011
Northern Ireland Water Waterline flooding.	0845 744 0088
Rivers Agency - flooding from rivers	028 9260 6100
Lost property	028 9065 0222
Samaritans Helpline	08457 909090
24/7 Helpline - if you're in distress or despair	0808 808 8000
Women's Aid Domestic violence hotline	0808 917 1414
Hospitals	
Altnagelvin Area Hospital, Derry	028 7134 5171
Royal Hospital, Belfast	028 9063 2250
Belfast City Hospital	028 9031 4314
Mater Hospital, Belfast	028 9074 1211
South Tyrone Hospital, Dungannon	028 8771 3599
Lurgan Hospital, Lurgan	028 3832 3262
Daisy Hill Hospital, Newry	028 3083 5000
Craigavon Area Hospital	028 3861 2006
Antrim Area Hospital	028 9442 4548
Coleraine Hospital	028 7034 6086
Mid-Ulster Hospital	028 7936 6720
Whiteabbey Hospital	028 9086 5181
On Call Doctor	
Southern HSCT area	0870 600 6009
Belfast HSCT area	NW 028 9074 4447 SE 028 9079 6220
South Eastern HSCT area	
Down / Lagan Valley	028 9260 2204
Newtownards / Comber	028 9182 2344
Northern HSCT area Dalriada Urgent Care	028 2566 3500
Western HSCT area	
Great James Street Health Centre	0870 6062 288
Social Services	
Belfast HSCT	028 9056 5444
South Eastern HSCT	028 9056 5444
Northern HSCT	028 9446 8833
Southern HSCT	028 3833 4444
Western HSCT	028 7134 5171

ENERGY - FOR NEW SUPPLY

EU Directives require the energy market in Northern Ireland to be open to competition. For this reason we no longer print numbers of selected energy suppliers - there are several and the list is expanding. For an up to date list, contact the Consumer Council 028 9067 2488, www.consumercouncil.org.uk

TRANSPORT AND TRAVEL

Translink enquiries www.translink.co.uk 028 9066 6630

CITIZENS' ADVICE BUREAUX**BELFAST BRANCHES**

Falls - 8 Springfield Road, BT12 7AG

Central - 6 Callender Street, BT1 5BN

East - The Arches Centre,

a Westminster Ave North, BT4 1NS

028 9022 3747

South The Bradbury Centre,

1-17 Lisburn Road, BT9 7AA

028 9032 9133

North - 40-44 Duncairn Gardens, BT15 2GG

028 9035 7990

Shankill - 268 Shankill Road, BT13 2BL

Suffolk & Andersonstown -

208 Andersonstown Road, BT11 9EB

028 9030 1916

OTHER BRANCHES

Antrim, 10 High Street

028 9442 8176

Armagh, 9 McCrums Court

028 3752 4041

Ballynahinch, 37a Dromore Street

028 9756 3293

Banbridge, Scarva Street

028 4062 2201

Ballymena, 28 Mount Street

028 2564 4398

Bangor, Hamilton House, Hamilton Road

028 9127 0009

Carrickfergus, 65 North Street

028 9335 1808

Coleraine, 24 Lodge Street

028 7034 4817

Cookstown, 70 James Street

028 8676 6126

Downpatrick, 8 Irish Street

028 4461 4110

Dungannon, Unit 5 Feenys Lane

028 8772 5299

Fermanagh, 2 New Street

028 6632 4334

Glengormley, 3 Ballyclare Street

028 9084 4592

Holywood, Queens Hall, Sullivan Place

028 9042 8288

Larne, 49 Victoria Road

028 2826 0379

Lisburn, 50 Railway Street

028 9266 2251

Londonderry, 1 Guildhall street

028 7136 2444

1p Guildhall street, Money Advice Centre

028 7126 1030

Lurgan, Town Hall, Union Street

028 3832 3571

Magherafelt, 43 Queens Avenue

028 7963 4562

Newcastle, Causeway Road

028 4372 3824

Newry & Mourne, The Mall, Newry

028 3026 2934

Newtownards, 23 Regent Street

928 9181 9257

Portadown, Town Hall, Edward Street

028 3835 3260

Rathcoole Office, Dunanney Centre, Rathmullan Drive

028 9085 2271

Strabane, 17 Dock Street

028 7138 2665

LOCAL COUNCILS

Antrim Borough Council 028 9446 3113 www.antrim.gov.uk
Antrim Civic Centre, 50 Stiles Way, Antrim, BT41 2UB

Ards Borough Council 028 9182 4000 www.ards-council.gov.uk
2 Church Street, Newtownards, County Down, BT23 4AP

Armagh City and District Council 028 3752 9600 www.armagh.gov.uk
The Palace Demesne, Armagh, BT60 4EL

Ballymena Borough Council 08456 581581 www.ballymena.gov.uk
Ardeevin, 80 Galgorm Road, Ballymena, BT42 1AB

Belfast City Council 028 9032 0202 www.belfastcity.gov.uk
Adelaide Exchange, 24-26 Adelaide Street, Belfast, BT2 8GD

Ballymoney Borough Council 028 2766 0200 www.ballymoney.gov.uk
Riada House, 14 Charles Street, Ballymoney, Co Antrim, BT53 6DZ

Banbridge District Council 028 4066 0600 www.banbridge.com
Civic Building, Downshire Road, Banbridge, Co Down, BT32 3JY

Carrickfergus Borough Council 028 9335 8000 www.carrickfergus.org
11 Antrim Street, Carrickfergus, County Antrim, BT38 7DG

Castlereagh Borough Council 028 9049 4500 www.castlereagh.gov.uk
Civic Centre, 1 Bradford Court, Upper Galleyway, Castlereagh, BT8 6RB

Coleraine Borough Council 028 7034 7034 www.colerainebc.gov.uk
Cloonavin, 66 Portstewart Road, Coleraine, BT52 1EY

Cookstown District Council 028 8676 2205 www.cookstown.gov.uk
Burn Road, Cookstown, County Tyrone, BT80 8DT

Craigavon Borough Council 028 3831 2400 www.craigavon.gov.uk
Civic Centre, PO Box 66, Lakeview Road, Craigavon, Co Armagh, BT64 1AL

Derry City Council 028 7136 5151 www.derrycity.gov.uk
98 Strand Road, Derry, BT48 7NN

Down District Council 028 4461 0800 www.downdc.gov.uk
24 Strangford Road, Downpatrick, Co Down, BT30 6SR

Dungannon and South Tyrone Borough Council 028 8772 0300
Council Offices, Circular Road, Dungannon, BT71 6DT www.dungannon.gov.uk

Fermanagh District Council 028 6632 5050 www.fermanagh.gov.uk
Townhall, Enniskillen, County Fermanagh, BT74 7BA

Larne Borough Council
Smiley Buildings, Victoria Road, Larne, Co. Antrim, BT40 1RU
028 2827 2313 www.larne.gov.uk

Limavady Borough Council
7 Connell Street, Limavady, Co Londonderry, BT49 0HA
028 777 2226 www.limavady.gov.uk

Lisburn City Council
Lagan Valley Island, Island Civic Centre, Lisburn, Co Antrim, BT27 4RL
028 9250 9250 www.lisburncity.gov

Magherafelt District Council
50 Ballyronan Road, Magherafelt, BT45 6EN
028 7939 7979 www.magherafelt.gov.uk/

Moyle District Council
Sheskburn House, 7 Mary Street, Ballycastle, Co Antrim, BT54 6QH
028 2076 2225 www.moyle-council.org

Newry and Mourne District Council
Newry and Mourne District Council , Monaghan Row, Newry, BT35 8DJ
028 3031 3031 www.newryandmournedc.gov.uk

Newtownabbey Borough Council
Mossley Mill, Newtownabbey, BT36 5QA
028 9034 0000 www.newtownabbey.gov.uk

North Down Borough Council
Town Hall, The Castle, Bangor, BT20 4BT
028 9127 0371 www.northdown.gov.uk

Omagh District Council
The Grange, Mountjoy Road, Omagh, Co Tyrone, BT79 7BL
028 8224 5321 www.omagh.gov.uk/

Strabane District Council
47 Derry Road, Strabane, Co Tyrone, BT82 8DY
028 7138 2204 www.strabanedc.org.uk



TENANCY INFORMATION

The information contained in this section of your Handbook relates to policy and procedural matters. The information contained herein, is supplemented by annually produced material in the Residents' Newsletter and in performance report documents supplied to all tenants.

WELCOME TO YOUR NEW HOME

As a Habinteg tenant you have rights and responsibilities, as does the Association. These are detailed in your new tenancy agreement.

The rights and responsibilities in the tenancy agreement are to make sure you can enjoy all the benefits of a Habinteg tenancy. We are determined to protect you and your community from the misery of anti-social behaviour. We're sure you will want to help us.

DIFFERENT TENANCIES

There are two kinds of Habinteg tenancy - INTRODUCTORY and 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 and easily if you break the tenancy agreement.

We now 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 their 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 Habinteg 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 a Habinteg 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 will happen if you break the tenancy agreement – this leaflet describes the procedure.

RIGHTS

As an introductory tenant the law doesn't give you the right to take in lodgers; sub-let part of the property; make improvements; or exchange your home with another tenant during the introductory year.

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 Association to take in lodgers, improve your home or exchange. The Association will decide if you can go ahead.

IF THERE ARE PROBLEMS

Most people will pass smoothly from their Introductory Tenancy to a secure tenancy. But we'll act quickly against anyone who breaks their 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 Habinteg property, so if someone tells us that you've been acting in an anti-social way, we will investigate the complaint thoroughly - 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 – we may also bring in a mediation expert. If you fail to alter your behaviour, or if your actions are of an extreme nature 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 offender is someone living with you, or a visitor to your home. It doesn't matter where the nuisance happens – in your home, outside it or anywhere in the locality.

TAKING ACTION - see also section on terminating a introductory tenancy

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. If we have to evict an introductory tenant we can do it more easily and quickly.

REVIEW

We will tell you in writing if 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. Habinteg staff 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 to appeal against that decision. Habinteg will then seek an Order for Possession of your home from the court.

ADVICE

If we do have to take action like this, you can get advice from a citizen's advice bureau, law centre, Housing Rights or a solicitor.

BECOMING A SECURE TENANT

If there have been no problems during your Introductory Tenancy you will automatically become a secure tenant from the date on your tenancy agreement.

HERE TO HELP

We're serious about protecting people from anti-social behaviour and the vast majority of introductory tenants are very responsible and will go on to get secure tenancies with no problem.

As an Introductory tenant, you get as much protection as a secure tenant. If you're a victim of someone else's bad behaviour during the trial period we'll help you in exactly the same way as if you'd lived in a Housing Executive home all your life.

If you have any worries at all about your tenancy, or any part of the housing service, contact us straight away. We are there to help you.

RENT, RATES AND SERVICE CHARGE

RENT PAYMENT METHODS

Rent becomes due on Mondays and is payable fortnightly, in advance. You can use any of the following methods when paying your rent.

- ALLPAY CARD - at the Post Office or any PayPoint (cash only) outlet.
- DIRECT DEBIT- From your Bank or Building Society account.
- BY POST - Cheque or postal order made payable to;
Habinteg Housing Association (Ulster) Ltd.
- BY PHONE - With allpay telephone payments on: 0844 557 8321
- HOUSING BENEFIT - By credit transfer.
- ONLINE - At www.allpayments.net using your card reference number
- IN PERSON - by calling in at our offices.

RATES

As we collect your rates together with your rent on behalf of the Rate Collection Agency any rates increases may be due immediately. Wherever possible we will give you reasonable notice of an increase.

SERVICE CHARGES

The Association may ask for a service charge to cover, e.g. communal heating or lighting or the services of a Community Assistant. The Association must give details of the service provided and the costs involved.

RENT ARREARS PROCEDURE

- 1) It is essential that you pay your rent when it becomes due. Non payment of rent could lead to eviction.
- 2) If you are unable to pay your rent you must contact the Association immediately. You must arrange to pay off the debt. If you do not make this effort we may take legal action or issue a "Notice of Seeking Possession". This Notice stays in effect for 12 months. If your arrears increase during this time we may ask The County Court for a Possession Order. You could lose your home.
- 3) If you receive Social Security Benefits you might be able to have your rent, and some of your arrears paid directly to Habinteg. The Social Security Agency will deduct it from your benefit before making payment to you.
- 4) If you are finding it difficult to pay your rent, talk to your Housing Officer. He or she can tell you about Housing Benefit and Welfare Advice.

You may ask about benefits that could bring extra cash into your home.

You may obtain advice and help with filling in forms from the Association, all in the strictest confidence.

You can also go to the Citizens' Advice Bureau (see Useful Addresses) or the Social Security Agency.

TENANCY INFORMATION

LODGERS AND SUBTENANTS

If you take in lodgers or wish to sublet, you must inform us of their names and the rent you are charging.

LODGERS

You may take in lodgers provided this does not result in overcrowding. You should also remember that a lodger is treated as a member of your household under the terms of your tenancy.

SUBLETTING

You may sublet part of your dwelling. If you wish to do this you must write to HABINTEG asking for written permission. We normally give you permission to sublet unless this would cause overcrowding. We may not give you permission if we are planning to carry out any work that would affect the property to be occupied by the subtenant or if your house has been designed for special use. If we do not give permission we must give our reason in writing. Permission to sublet does not grant the subtenant any legal rights to succeed to your tenancy and vacant possession of the dwelling must be given if you terminate your tenancy or if you die.

ASSIGNING

You may not give, or sell, your tenancy to someone else. Assignments, by way of exchange only, may take place with **the Association's written permission**. If you give up the property under any circumstances your secure tenancy will cease. Any remaining resident will be treated as an unlawful occupier unless they have a legal right to the tenancy.

WHO CAN SUCCEED TO YOUR TENANCY? (see also tenancy agreement)

If you are a 'secure tenant', (this includes most tenants of HABINTEG) another member of your family may have the right to take over your tenancy if you die. Whether or not their name is on the tenancy agreement, your husband or wife can become the tenant if you die, as long as they were living in the property at the time. Your parent, grandparent, child, grandchild, brother, sister, aunt, uncle, nephew or niece can automatically take over your tenancy if you die as long as:

- they lived with you for the 12 months before your death;
- your house is their only or main home;
- they are 18 years old or over.

This also includes common-law husbands and wives and step- relatives.

Anyone claiming the right to succeed must tell HABINTEG within one month of the tenant's death. If there is more than one person entitled to succeed, a husband or wife will take precedence. If all are equally entitled and cannot agree, then HABINTEG will decide who the new tenant should be.

A joint tenant may be offered a sole tenancy if the other party dies or terminates the joint tenancy. Joint tenants may or may not be related.

If you are separated or divorced and the court allows you to live in the house instead of your husband or wife, this does not count as a succession. A member of your family could still succeed to your tenancy.

Automatic legal succession can only occur once. HABINTEG will consider giving a tenancy to someone after the tenant's death if that is their only home and they formed part of the tenant's household with the Association's knowledge and/or consent. If you are in doubt contact your Housing Officer. All applications will be considered fully and fairly.

MOVING OUT

Your tenancy may be terminated on a Monday provided you give us four clear weeks' notice in writing. So if, for example you intend to move out on Monday the 28th, you should inform us no later than the last day of the previous month.

Rent will continue to be charged until you return the keys to us. Even if you have given four clear weeks' notice in writing, we will continue to charge rent until we receive the keys and you will be responsible for the security of the dwelling. If we have to force entry and change the locks you will be charged with repairing the damage.

It is essential that you leave your house in a good clean condition. If any repair, cleaning or redecoration is needed before the new tenant can move in you may be charged for it, if it is your responsibility. You should remove all your furniture and property and leave the dwelling empty. We may charge to remove any items left behind.

Do not forget to have your meters read, in order to avoid paying for supplies used by the next tenant. Remember to have the telephone disconnected. Please give the Association a forwarding address so that we may contact you if necessary.

TRANSFERS

When you accepted the tenancy of your current home, it was assumed to be suitable. If your circumstances change we will consider applications for a transfer on the following grounds:

- if you are overcrowded;
- if your accommodation is too large;
- if there are serious medical or social reasons requiring you to move;
- if you need to move to be near work or relatives for support.

However our supply of accommodation is limited and we may not always be able to offer you the right house in the right area.

Before you are offered a transfer we will inspect your present home to ensure that it is in good repair and reasonably decorated. You will not be offered a transfer if your dwelling is not in a satisfactory condition or if you have rent arrears. We do not normally consider transfers before your current transfer has lasted for two years. If you think you qualify for a transfer contact the Association. If we cannot offer a transfer we will write to you explaining the reasons.

TERMINATING AN INTRODUCTORY TENANCY

This information is to guide you should Habinteg issue you with a Notice to Terminate which states that Habinteg intends to proceed to court and seek an order for possession of your home on grounds of antisocial behaviour.

As an Introductory Tenant you have the right to request a review of this decision. Should you wish to contest the decision to end your tenancy, please make a written request within 14 days of receiving the Notice to Terminate.

There will be no further opportunity to put your case to Habinteg for consideration.

THE REVIEW PROCESS

You may choose to attend the review hearing in person or you may wish to make representation to the review panel in writing.

Habinteg will notify you at least five days before the review of the date, time and venue of the hearing.

If you have chosen to attend the review you have the right to:

- Be heard and to be accompanied by another person who may be a solicitor
- Call upon other parties to give evidence
- Put questions to any person who gives evidence at the hearing
- Make representations to the panel in writing

The Deputy Chief Executive will review the case. The officers will not have been involved in the original decision to terminate your tenancy.

THE ROLE OF THE REVIEW PANEL

At the Review Hearing, the Review Panel will check that Habinteg has adhered to the correct legal procedures for ending your Introductory Tenancy and that the decision to terminate the tenancy is reasonable on the basis of the available evidence. You will receive notification of the Panel's decision.

All requests for a review should be forwarded to:

Habinteg Housing Association (Ulster) Ltd

Alex Moira House, 22 Hibernia Street, Holywood, County Down BT18 9JE.

COURT PROCEEDINGS

If the review accepts that the original decision to terminate your introductory tenancy was correct, Habinteg will apply to the court for an order for possession. You will be advised of the date of the court hearing.

AFTER THE COURT HEARING

If Habinteg is granted an order for possession, your Introductory Tenancy will be terminated and you will be asked to leave your home.

If you choose to remain in the property, Habinteg will proceed to have the court order enforced through the Enforcement of Judgements Office.

ELIGIBILITY FOR HOUSING

If Habinteg is granted an order for possession of your home, you may be considered ineligible for housing assistance in the future.

GROUNDINGS FOR EVICTION

The tenant cannot be evicted unless the County Court grants a possession order to the Association. This can only be done on one or more of the following grounds:

1. Non payment of rent or breach of any of the conditions of tenancy as described here.
2. If the tenant or anyone living with the tenant is a nuisance to neighbours or is using the premises for immoral or illegal purposes.
3. Damage to the property (including any common areas) by the tenant or any person living in the dwelling
4. Damage to any furniture that the Association has provided, by the tenant or any person living in the dwelling.
5. Deliberately giving false information when applying for a tenancy.
6. If the dwelling was only given as temporary accommodation while the tenant's own home was being improved and those works have now been completed.
7. If the Association needs to gain possession in order to redevelop or rehabilitate the property.
8. Where accommodation specifically provided for a physically disabled person is occupied by a person who does not need such special accommodation, and it is wanted for letting to a disabled person.
9. If a person's continued occupation would conflict with the charitable objectives of the Association.
10. Where grouped accommodation has been provided for those with special needs and it is occupied by a person who has no need of the special service of facility provided and it is required for letting to a person who has these special needs.
11. Where a person has legally succeeded to a tenancy by virtue of being a member of the former tenant's family and the dwelling is under-occupied and the Association seeks possession between six and twelve months after the previous tenant's death.

The court shall not make the order for possession to the Association:

(a) on any of the grounds 1-6 overleaf, unless it is considered reasonable;

(b) on the ground 7 overleaf, unless suitable alternative accommodation will be available for the tenant;

(c) on any of the grounds 8-11 overleaf, unless it is considered reasonable and alternative accommodation will be available for the tenant;

Additionally, there has been an extension to Ground 2, Schedule 3 of the 1983 Housing Order.

POLICIES AND PROCEDURES



HABINTEG HOUSING SELECTION SCHEME

1 THE AIM OF THE ASSOCIATION

Habinteg is a registered housing association aiming to provide throughout Northern Ireland carefully designed homes and quality housing services with appropriate support for all sections of the community, having regard to people's abilities or disabilities.

2 SELECTION POLICY

Procedure for Allocations

- 2.1 Generally dwellings will be let in accordance with the Common Selection Scheme approved by the Department for Social Development for the allocation of permanent accommodation managed by the Northern Ireland Housing Executive and all other registered social landlords.

Copies of the Housing Selection Scheme are available on request.

- 2.2 The Association may allocate a dwelling to a voluntary organisation to implement an Independent Living Project for people with physical disabilities, a Community Care Project for people who have had mental health problems or who have a learning disability or for temporary housing for people who are homeless. The Association will retain close control of these projects and ensure that all appropriate applicants on the waiting list are considered for such accommodation. The Association will liaise with the Northern Ireland Housing Executive and the Department on all such proposed projects.

3 APPLICATIONS

Applications for accommodation may be made to the Association's offices, the Northern Ireland Housing Executive, or any registered social landlord, giving the information requested in the application form and stating the locations at which the applicant would be prepared to live if offered accommodation.

4 TRANSFERS AND EXCHANGES

Existing tenants of the Association, or of the Housing Executive, or of another registered social landlord, who wish to be considered for a transfer, should seek the advice of their landlord. The Association will seek to help such people find accommodation more suited to their needs where it can do so without detracting from its ability to help those in greater housing need. Allocations will be in accordance with the Common

Selection Policy. The Association aims to help tenants with mutual exchanges as far as possible.

Tenants may advertise in the press or local shops or ask the Association if there are any tenants who may be interested in an exchange. If a suitable exchange can be arranged tenants must contact the Association to seek approval before proceeding.

If the exchange involves a tenant of another landlord, both the Association and the other landlord must approve the exchange before it may proceed.

If an exchange is not approved the tenant will be given the reasons for the decision.

Exchanges between secure tenants of Habinteg, another registered social landlord or the Northern Ireland Housing Executive are "Assignments by way of Exchange".

5 ACCURACY OF INFORMATION

Each applicant must accept full responsibility for the accuracy of all the information given on the initial application and at interview, and for informing the Association or the Northern Ireland Housing Executive of every change in circumstances which could affect his prospects of being re-housed.

If a house is allocated on the basis of information which is found to be incorrect or out of date, the Association may terminate the tenancy and evict the tenant.

6 PRIORITY

Where housing needs are equal and the applicants are equally suited to the accommodation which is available, the date on which the application was received will decide priority.

7 SPECIALLY DESIGNED HOUSING

When housing specially built or adapted to meet the needs of people with a disability or for older people is no longer needed by the family in occupation (for example, on the death of the disabled or older person, or his/her admission on a permanent basis to hospital or residential accommodation), the Association may request the family to transfer to general needs accommodation where this is conveniently available and where there is a need to obtain the special housing for another applicant.

POLICIES AND PROCEDURES



RENT SETTING POLICY

With the introduction of new legislation, the Association is no longer able to set its rents by the same method for all its tenants. The Association sets rents in four different ways, depending on circumstances. The Association is fully committed to ensuring that rent levels on our developments are affordable to low paid employees, which is also a commitment of the Tenants' Guarantee.

1. DWELLINGS LET BEFORE 16 SEPTEMBER 1992

These rents are set by the Department for Social Development for housing associations and the Housing Executive, and are calculated on a points system based on the type of dwelling.

2. DWELLINGS IN SCHEMES WHICH ARE BEING BUILT PARTLY WITH GOVERNMENT GRANTS AND PARTLY WITH LOANS RAISED BY THE ASSOCIATION

These are termed "mixed funded" schemes and the Association sets its own rents for these dwellings. As it has to cover extra costs the rents may be higher than those charged under the points scheme. The rent is calculated to cover the following elements.-

- Loan repayment
- Management costs
- Routine maintenance costs
- Major repairs costs
- Allowance for voids

The Association seeks to set affordable rents and so keep them within the reach of those with low incomes. Rents can only be increased once in any 12 month period. In deciding how much should be paid for one house when compared with another, the Association considers size and amenities as defined by the points scheme.

3. DWELLINGS BEING RE-LET AFTER 16 SEPTEMBER 1992 WHICH WERE NOT MIXED FUNDED

The Association sets its own rent levels for these dwellings. It seeks, as far as possible, to maintain parity with rent levels under the rent points scheme. The Association increases all its rents in April each year and endeavours to keep percentage increase levels in line with [1] above.

4. **HOSTEL DEVELOPMENTS**

The Association sets its own monthly charge levels for these developments. These charges are based on the requirement that Habinteg's revenue costs in providing these facilities are fully covered. Hence, the charge covers both management and maintenance costs, as well as any long term loan repayments that relate to the project. The charge is set, and increased annually, with reference to the Department for Social Development's hostel management and maintenance allowances.

Approved by the Housing Management Committee 11 January 2006
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Updated and approved by the Board of Management 31 January 2007
Updated by the Housing Management Committee 28 January 2009
Updated and approved by the Board of Management 18 February 2009

POLICIES AND PROCEDURES



INCOME RECOVERY POLICY

This Policy applies to current and former tenants and owner occupiers who pay a service charge to the Association. The policy is implemented by the Housing Management Department.

Habinteg Housing Association (Ulster) Ltd recognises that prevention and control of Rent and Service Charge arrears is crucial to maximising available resources. Income is needed to improve and maintain properties and provide services to residents. Prevention of arrears also means that residents avoid the risk of debt and any associated legal action.

The Association is committed to keeping the level of arrears as low as possible and sets performance standards annually which fully meet with the requirements of the Department of Social Development. The overall aim is to minimise the level of arrears in a sensitive but effective manner in order to meet the Association's own targets which are set, each year, in the organisation's Business Plan.

All actions taken are according to the requirements of legislation and the procedures of the Association, using clear and accessible information.

The Association will adhere to the following main principles when implementing the policy.

PREVENTION

Prevention is the key to arrears control and the Association will ensure that measures are taken to minimise the risk of arrears arising in the first instance.

At commencement of tenancies, Habinteg will ensure that tenants are aware of their obligations and methods of payment and will encourage maximum take up of benefits, where possible.

The Association will respond promptly to enquiries on rent and service charge and will refer tenants/callers to other specialist advice agencies if necessary.

Habinteg will encourage all tenants, when terminating tenancies, to pay any outstanding arrears and advise of the implications involved if arrears are not paid in full.

QUICK AND SENSITIVE APPROACH

The Association's Housing Management team will:

- provide two rent/service charge statements annually, showing payments due and any arrears;
- monitor all accounts regularly in accordance with procedures;
- make contact with residents through letters, telephone calls, home visits and e-mail;
- encourage residents to pay promptly and provide a range of convenient methods of payment;
- provide relevant training to staff;
- inform residents of the consequences of non-payment;
- negotiate affordable agreements to reduce arrears;
- record all actions taken at each stage of the recovery process;
- work with other agencies to support residents;
- make use of all available options for arrears recovery;
- aim, where possible, to secure repayment without legal proceedings.

The Association recognises that failure to keep up payments may be symptomatic of a range of problems and will seek to identify the cause of the problem and possible solutions. However, if all attempts to control the arrear fail, a Notice of Seeking Possession will be served which may lead to an Order for Possession being granted in court. This is the most serious situation which can occur and the one which the Association will make every effort to avoid. Eviction is always the last resort. In the absence of cooperation from a resident, however, the Association will proceed with repossession.

REPORTING ARREARS

Housing Management Staff will provide 3 reports, annually, to the Housing Management Committee detailing rent and service charge arrears

POLICIES AND PROCEDURES



SERVICE CHARGES

Habinteg Housing Association [Ulster] Limited calculates service charges based on the estimated cost of providing the Community Assistant service, communal facility [where appropriate] and other relevant services for the incoming year. This is based on expenditure for the past year plus/minus any deficit or surplus on the service account plus inflation. If the deficit is large, it will be recouped over more than one year so as to maintain charges at a reasonable level. If the account is in surplus, the charge is not increased unless the surplus will not cover inflation and the situation is monitored to ensure that the charge fairly represents expenditure.

The service charge for each scheme is calculated individually and the charges are not pooled but the audited accounts are presented collectively. Items included in the calculation are shown below:

- [a] Community Assistant's salary and National Insurance / superannuation expenditure.
- [b] Community Assistant's rent/rates subsidy.
- [c] Portion of Community Assistant's telephone call charges. (A set allowance is made for business calls in connection with the scheme and the quarterly rental is met by the Association via the service charge.)
- [d] Electricity costs for the office and community facility.
- [e] Careline charges in relation to the warden call system.
- [f] Maintenance charges in relation to the warden call service agreement.
- [g] Servicing of fire appliances.
- [h] Community Assistant's office equipment, stationery, etc.
- [i] Cleaning materials, toilet rolls, etc.

Additionally in sheltered schemes -

- [j] Cleaning of communal areas and windows.
- [k] Pay-phone charges [rental].

All tenants are charged the same amount for service within a scheme irrespective of house type, size or whether general needs or wheelchair use. Where a sheltered scheme forms part of an integrated scheme the sheltered scheme is treated as if it was separate and the Community Assistant's salary and dwelling charge is apportioned between the two elements on the scheme according to the number of dwellings in each part.

Service charges are reviewed annually as part of the Association's overall budgeting process and approved by the Board of Management, and changes notified formally to tenants/leaseholders one month prior to the annual rent increase in April.

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POLICIES AND PROCEDURES



HOUSING MAINTENANCE POLICY

Habinteg Housing Association (Ulster) Limited is committed to providing its customers with an efficient maintenance service. The Association aims to carry out essential maintenance work quickly and effectively. The delivery of this service, combined with a high standard of landscape and estate maintenance, is essential for the retention of the overall quality of **Habinteg's** housing developments. We seek your co-operation and support in helping preserve the fitness and attractive character of the house and community in which you live, and to enable the Association to provide the housing maintenance service to which it is committed.

Your tenants' handbook explains those house repairs for which you are responsible and the other repairs which the Association will carry out on request. Requests for our housing maintenance service can be made through your local resident Community Assistant or to the **Habinteg** offices in Holywood and Londonderry.

Housing maintenance is categorised in priority order, as **EMERGENCY**, **URGENT** and **ROUTINE**.

EMERGENCY repairs [e.g. burst pipes and dangerous electrical work] – immediate response and completed within 24 hours.

URGENT repairs [e.g. other plumbing and electrical work] – immediate order and completed within four days.

ROUTINE repairs [e.g. repairs to fences, carports and external stores] – included in programmed maintenance and completed within 20 working days.

The Association retains a panel of maintenance contractors and, on occasions, may use its Building Inspector to carry out inspections. When a repair is ordered out, a card is sent to the tenant indicating the priority and date for completion of the work, and the tenant is asked to inform the Association if the repair is not completed on time. The Association continually reviews the performance of the housing maintenance service and information about this is given in our newsletter.

Habinteg undertakes the external repainting of each of its housing developments every 4/5 years. House condition surveys are also carried out to identify what other major maintenance and refurbishment work is required. Major maintenance contracts are incorporated in the Association's capital development programme whenever necessary.

POLICIES AND PROCEDURES



RIGHT TO REPAIR

The “Right to Repair”, which is a Citizens’ Charter initiative is effective from 1 March 1999. It is designed to enable Housing Association tenants to have urgent, minor repairs which affect their health and safety completed quickly at no cost to themselves. It includes small, urgent repairs up to a maximum cost of £250.

Under the “Right to Repair” scheme tenants will become entitled to compensation when the contractor fails to complete the “qualifying repairs” within the prescribed period (which will be twice the stated response time for any of the qualifying repairs). Tenants will be advised when the repair request is acknowledged whether the repair ordered is “qualifying” and the amount of compensation paid will be modest to reflect the delay in completing the repair and not the actual cost of the repair. Entitlement to compensation is removed if exceptional circumstances occur which are beyond the control of the Association. The majority of qualifying repairs will be for electrical or plumbing work although some will involve building work. A list of examples is shown overleaf.

To avail of the “Right to Repair” scheme the tenant must contact the Housing Association advising that:

- a. the reported repair has not been completed within the agreed published response time;
- b. the repair has been reported and acknowledged by the Association as being “qualifying”.

Where there is any doubt about the status of a reported repair and the Association is satisfied that it does not qualify the tenant will be advised of this in writing.

EXEMPTIONS FROM THE SCHEME

The ‘Right to Repair’ does not apply where -

- a. The tenant has advised the Association that they no longer want the qualifying repair carried out.
- b. The tenant has failed to provide reasonable access details for the contractor.
- c. The tenant has failed to provide access for an inspection or for the repair to be carried out.

The “Right to Repair” is limited to the dwelling house and does not normally extend to common parts and does not include repairs for which the tenant is responsible or has permitted to become necessary as a result of the tenant’s negligence or default.

Compensation

Where a qualifying repair has not been completed within the prescribed period compensation will be paid to the tenant at the rate of £10 for the first day or part day and £2 for each following day or part day during which the repair remains outstanding – up to a maximum limit of £50.

Typical repairs qualifying under “Right to Repair” – (Health and Safety)

1. Total or partial loss of electrical power. eg Faulty Circuit (Safety)
2. Unsafe power, lighting socket or electrical fitting. eg Loose wires, broken socket (Safety)
3. Total or partial loss of water supply. (Health hazard)
4. Total or partial loss of gas or oil supply (where supplied by the Association (Health) eg Lack of heating
5. Blocked flue to open fire or boiler. (Health) eg Lack of heating
6. Total or partial loss of space or water heating (where no alternative form of heating has been offered). (Health) eg Lack of heating
7. Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling house) toilet pan. (Health)
8. Toilet not flushing (where there is no other toilet in the house). (Health)
9. Blocked sink, bath or basin (where there is no other means of bathing/showering/personal washing in a room designed for that purpose and where the blockage has not been caused by the tenant’s negligence). (Health)
10. Tap which cannot be turned. - (Health) eg for washing, etc
11. Leak from water or heating pipe, tank or cistern. (Health & Safety) may cause ceiling to collapse
12. Leaking roof. (Health)
13. Insecure external window, door or lock. - (Safety) eg Security to dwelling
14. Loose or detached banister/handrail. - (Safety) eg may collapse and fall
15. Rotten timber flooring or stair tread. - (Safety) eg may fall through
16. Door entry phone not working (where the dwelling is tenanted by a person who is wheelchair dependent or who has severe mobility problems or where the dwelling is in a block of flats where the door entry phone opens a communal main entrance door. – (Safety) eg access and security
17. Mechanical extractor fan in internal kitchen or bathroom not working. – (Health) eg extract fumes

Please contact your Housing Officer if you would like further clarification over the “Right to Repair”.

POLICIES AND PROCEDURES



HOUSING ADAPTATION POLICY

Habinteg Housing Association (Ulster) Limited is committed to providing its customers with an efficient adaptation service. The Association aims to assess and carry out requests for adaptation work in a professional and effective manner. The effective delivery of this service is essential to ensure that the tenant's accommodation continues to meet their needs and maintains the overall quality of **Habinteg's** housing developments.

Advice on adapting customers' properties can be sought from the tenants Housing Officer or through the Association's Adaptation Section based at Habinteg's Offices in Holywood and Londonderry.

All adaptation requests are treated with priority to address the tenant's needs. The Association will seek funding, through the Department for Social Development, to ensure that there is no cost implication to the tenant in providing the requested adaptation. In order to obtain best value from the use of public funds, and to minimise the timescale in providing the facility, the Association may seek to offer more suitable existing accommodation.

Housing Adaptations are categorised as either Minor or Major adaptations. Due to the varied nature of the work involved, customers will be advised on an individual basis of the likely timescales involved.

The customer information booklet "Adapting your Home" explains the process by which the Association will seek funding and carry out adaptations on the customers behalf.

POLICIES AND PROCEDURES



RESIDENT PARTICIPATION AND CONSULTATION POLICY

Aim: To develop a meaningful relationship with our residents and encourage their involvement to help the Association continuously improve its services

Objective: To promote and offer residents different ways in which to get involved both formally and informally and provide support for this involvement

Introduction

The Association is committed to involving residents in the management of their schemes and seeks to advise residents of their options regarding involvement with the Association.

The choice of participation mechanisms the Association is already committed to include:

1. PROMOTION OF THE RESIDENTS FORUM

The Resident Forum is made up of residents who have been elected to represent the Habinteg schemes in which they live, from right across Northern Ireland. The Association facilitates and encourages the Forum to meet as a group at regular intervals and meet with the Association's staff at least three times per year. The meetings provide an opportunity for genuine involvement and discussion in Habinteg's decision making process and in the delivery of its customer services.

2. REPRESENTATION ON THE HOUSING MANAGEMENT COMMITTEE AND BOARD OF MANAGEMENT

Two resident representatives, who are Chair and Vice Chair of the Residents Forum, sit, as full members, on the Association's Housing Management Committee and Board of Management.

This demonstrates Habinteg's commitment to involving and considering the contributions made by residents at a very senior level in the

3. PROMOTION OF THE ARMCHAIR PANEL

In addition to the Residents' Forum, the Association has introduced the opportunity for residents to become Armchair Panel members. Membership of this Panel involves less commitment, than that of the Forum, in that you are not required to attend meetings. As an Armchair Panel Member, the Association may contact you seeking your feedback on certain service delivery areas. You will only be representing yourself and your household on areas you wish to feedback to the Association. You will not be representing the views of other residents in your housing scheme/estate, unless you can otherwise indicate this.

4. SCHEME SURGERIES

Housing Officers and Maintenance Officers will attend each development at least once every eight weeks. They are available to discuss relevant issues with residents on a one-to-one basis. Housing Officers will encourage residents to form local groups and to join the existing Residents' Forum or Armchair Panel.

5. TENANT SATISFACTION SURVEYS & SERVICE REVIEW GROUPS

The Association will continue to develop and promote other participation approaches through the various Tenant Satisfaction Surveys and Leaseholder Satisfaction Survey. Feedback from surveys is vital to the Association in identifying areas where improvements in service delivery and experience could improve satisfaction levels.

The Association will consult Residents by involving them in Service Review Groups on key service delivery areas on a five year rolling programme. Resident Representatives will be invited from the Residents Forum to sit on the Service Review Groups.

6. DIRECT INVOLVEMENT OF RESIDENTS

The Association will involve its residents by advising them of proposals in writing, inviting their comments and offering the opportunity for discussion before responding, if this would be helpful.

The Association will carry out consultation to involve residents/ leaseholders by individual visits to their homes or premises or by telephone discussions.

(Please see opposite, for a list of the various mechanisms in which residents can also directly participate)

RESIDENT PARTICIPATION AND CONSULTATION POLICY

Appendix One

Mechanisms for Participation

- Post sign up questionnaire *[part of sign up]*
- Six-week welcome letter and Tenant Survey; *[voluntary]*
- 18-month Survey of residents at new schemes; *[for defects purposes]*
- Customer Satisfaction Survey Core questions *(10% sample applied); [randomly selected and encouraged, but not compulsory]*
- Planned Maintenance Survey *[following Major Repairs work]*
- *[Encouraged to determine satisfaction with Major Repair works]*
- Customer Comments Cards; *[voluntary]*
- Housing Officer and Maintenance eight-week surgeries; *[voluntary]*
- Residents' Groups; *[voluntary]*
- Residents' Forum; *[voluntary]*
- Armchair Panel *[voluntary]*
- Service Review Groups *[voluntary]*
- Residents' Forum Chairman and Vice Chairman to Housing Management Committee; *[voluntary]*
- Residents' Forum Chairman and Vice Chairman to Board of Management *[voluntary]*

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POLICIES AND PROCEDURES



COMPLAINTS PROCEDURE - for those using the Association's services

Habinteg Housing Association (Ulster) Ltd (later referred to as "the Association") is committed to providing its customers with a high standard of service at all times. However, the Association accepts that there may be occasions when you are not satisfied with the service, which you have received and, as a result, you may wish to make a complaint. There may also be situations where you feel that you wish to suggest improvements to the way in which we deliver our service.

All complaints will be registered, logged and monitored. Details of the volume of all complaints received will be reported annually in Habinteg's Resident Newsletter and our Annual Report.

The Association welcomes your comments and will use them to monitor performance standards, to promote accountability and to improve efficiency, introducing changes in the way we deliver our service where this is shown to be desirable.

All complaints will be dealt with promptly and in a professional manner by appropriate member/members of staff. Confidentiality will be preserved as far as is possible, however, some complaints will require the involvement of third parties if they are to be properly investigated and in such cases, confidentiality cannot be strictly guaranteed.

Complaints relating to nuisance or harassment by neighbours will be dealt with separately, under the Association's Anti-Social Behaviour Policy. A copy of the policy can be obtained from any of our offices.

A complaint should be made in the first instance, giving all the details which are relevant, including your name, address and the nature of the complaint. The Association will accept your complaint in writing (including email and other alternative formats] or verbally [by telephone, face to face or through an interpreter).

If you would prefer to put your complaint in writing and need help with this please ask our office staff for assistance, or, alternatively, independent advice may be obtained from your local Citizens Advice Bureau, The Housing Rights Service, or other appropriate body. Those who do not wish to make a complaint may ask for their comments to be recorded so that all areas of concern may be addressed. **You should note, however, that we cannot deal with anonymous complaints.**

Stage 1

The Association will acknowledge your complaint within 5 working days and endeavour to provide a full reply within 15 working days. If the Association requires information from others in order to properly address your concerns this may take longer and we shall keep you advised of when you can expect a full reply.

Stage 2

Once you have received a full reply, if you are still unhappy you should either address your written complaint to or ask that your verbal complaint be noted and passed to the Chief Executive at the Association's Head Office. The Chief Executive will consider your complaint and provide a full reply within 15 working days.

Stage 3

If you remain dissatisfied after you have received the Chief Executive's response you may appeal to the Board of Management. At this stage you must put your appeal in writing to the Chairman, at the Association's Head Office. Members of the Board of Management give their services voluntarily. They are not based in the office and a complaint may need to be considered at their next meeting. The Chief Executive will write to you within 5 working days advising you when you should expect a full reply.

If, after investigation, it is established that we did not meet our standards or we failed to perform our duty, we shall apologise, offer an explanation and take steps to ensure that the same problem does not occur again.

If you suffer financial loss or disadvantage as a result of a failure on the part of the Association to meet its obligations you may be able to claim compensation. A copy of the procedure for compensation claims may be obtained from any of the Association's offices and in alternative formats upon request.

Tenants have a right to bring complaints about the Association's actions to the Commissioner for Complaints for Northern Ireland (The Ombudsman). His office can be contacted for advice on Free phone 0800343424 or by writing to The Ombudsman, Freepost BEL 1478 Belfast BT1 6BR. **It should be noted that the Ombudsman normally expects that a tenant will have used Habinteg's internal complaints procedure before bringing a complaint to him.**

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* A copy of Habinteg's official complaints form, should you prefer to make a complaint this way, is obtainable from Habinteg's offices. Alternatively, you can use the feedback form on the Habinteg website.

POLICIES AND PROCEDURES



TENANTS' GUARANTEE

COMPENSATION POLICY

The Association aims to provide a high standard of service for its clients and keeps policies under review to ensure that any possible improvements are implemented.

Many of the standards which we seek to achieve are set out in the Tenants' Handbook, Tenancy Agreement and the Newsletter which is published annually. There may be occasions, however, when the service does not meet the standard set and tenants may feel disappointed.

In normal circumstances breakdowns in service will be dealt with by the Community Assistant or Housing Officer/Housing Manager responsible for their area and the matter will be resolved to everyone's satisfaction. In exceptional cases, where a situation arises which causes excessive inconvenience or hardship, tenants may be entitled to compensation.

In all cases tenants who feel aggrieved should write to the Assistant Director. The tenant will be advised in writing of the Association's response.

Where it seems that there may be justifiable grounds for compensation to be paid, the matter will be referred to the Director for a decision. If the tenant is not satisfied with the response which he/she receives they will be entitled to follow the Association's Complaints Procedure.

POLICIES AND PROCEDURES



STATUTORY HOUSE SALES SCHEME - Incorporating Equity Sharing

1. The Statutory House Sales Scheme replaces Habinteg's former Voluntary Sales Policy and applies to all applications to purchase received on or after 11 October 2004.

Secure tenants of the Association who have been tenants of a recognised landlord for five years or more now have the right to purchase the dwellings which they occupy provided that the dwellings are not expressly exempted from the scheme.

The dwelling types which are exempted are:

- (1) sheltered dwelling units;
- (2) dwellings which are part of a group housing scheme; and
- (3) any single storey or ground floor dwelling (other than a flat) with no more than two bedrooms.

Conditions apply to the scheme and fuller details will be made available on application to the Association.

Any eligible tenant who wishes to purchase, and whose dwelling is not exempted from the scheme, should contact the Association for further details.

2. Based on the Statutory House Sales Scheme from 31 December 2008 eligible tenants of the Association will be able to apply to purchase a part of their home. They will receive a discount off the cost of the home.

Conditions apply to the scheme and full details are available on application to the Association.

POLICIES AND PROCEDURES



BUY BACK POLICY ON DWELLINGS PREVIOUSLY SOLD TO SITTING TENANTS OF THE ASSOCIATION

The Association may consider, in appropriate circumstances, buying back dwellings which have been previously sold to sitting tenants, subject to funding being available for this purpose.

The main factors which will be taken into account when considering whether to buy back a dwelling are shown below.

- (a) The dwelling must be situated in an area of sustained urgent housing need as determined by the Northern Ireland Housing Executive.
- (a) The size, type and location of the dwelling must meet the requirements of those on the waiting list.
- (a) The dwelling must be in good condition and suitable for reletting without any major alterations being required. There must be no adverse factors which would hinder the letting of the property.

The Association's decision on any request to buy back will be final and the price offered will be market value as determined by our valuer or the asking price, whichever is the lower figure. The Vendor will be responsible for any abortive costs which may be incurred by the Association.

Vacant possession will be required on completion of the contract.

Applications should be addressed to:
 The Deputy Chief Executive
 Habinteg Housing Association (Ulster) Ltd
 22 Hibernia Street
 Hollywood
 BT18 9JE

POLICIES AND PROCEDURES



THE RIGHT TO COMPENSATION FOR TENANTS' IMPROVEMENTS

The Association has introduced a policy for the payment of compensation to secure tenants who have, with the Association's consent, made improvements to their dwellings and who leave before they gain the full benefit from their investment.

To qualify for compensation **the tenants must have received prior approval for the works carried out and the improvements must have materially added to the value of the property.** Repair works or the provision of luxury items will not qualify. The notional lives of the items, for the purpose of calculating depreciation, are based on life expectancies which are applied by the Housing Executive to activities such as improvements.

The scheme does not include security measures added by the tenant for increased personal security.

1. Qualifying Tenants and Tenancies

1.1. Qualifying persons must be secure tenants of the Housing Association.

1.2 The following persons are considered **eligible** to apply for compensation when their tenancy ends:-

- (a) the tenant who made the improvement or, in the case of a joint tenancy at the time the improvement was made, any of the tenants at that time;
- (b) a person who became a tenant jointly with the improving tenant;
- (c) a person in whom the tenancy was vested as successor on the death of the improving tenant;
- (d) a person to whom the tenancy was assigned by the improving tenant and who would have qualified to succeed him if he had died immediately before assignment;
- (e) a person to whom the tenancy was assigned by the improving tenant in pursuance of a property adjustment order in connection with matrimonial proceedings;
- (f) a person to whom the tenancy was assigned by the improving tenant by way of mutual exchange with the Association's consent;
- (g) a spouse or former spouse of the improving tenant to whom the tenancy has been transferred by an order arising out of matrimonial proceedings;

1.3 Tenants will **not be eligible** to apply for compensation under the scheme in any of the following circumstances:

- (a) the tenant is purchasing the dwelling of which he/she is the secure tenant (but in such cases the improvement is not taken into account in the valuation process);
- (b) the tenancy is terminated as a result of:-
 1. the Association issuing a Notice of Seeking Possession,
 2. a Court issuing an Order for Possession, or
 3. the Association issuing an Abandonment Notice;
- (c) a new tenancy for the same property is granted to the qualifying tenant, or all the joint tenants, whether or not with anyone else.

2. Consent

- 2.1 To qualify for compensation the improvement must have the written consent of the Association. **Consent should be obtained prior to carrying out the improvement**, although in certain circumstances the Association may grant consent retrospectively provided the work was not completed before the introduction of this scheme. If retrospective consent is not granted the improvement is ineligible for compensation. Retrospective consent is entirely at the discretion of the Association.
- 2.2 Under this scheme, the Association will impose reasonable conditions when granting consent although it will not refuse consent without good reason. Reasonable conditions for the improvement relate to matters shown below:
- (a) design;
 - (b) materials (eg: complying with British Standards or equivalent);
 - (c) standard of workmanship;
 - (d) use of contractors with particular qualifications;
 - (e) the Association being given at least three working days' written notice of the commencement of work;
 - (f) the Association being given written notice within three working days of completion of the work in order that post inspection can be arranged;
 - (g) the Association being allowed access at reasonable times to inspect the property before, during and after completion of the work;
 - (h) the "improving" tenant providing the Association with invoices for the improvement work, distinguishing between the cost of materials / labour.
- 2.3 Breach of any conditions of consent shall render the improvement ineligible for compensation and the Association shall have no responsibility to pay compensation.
- 2.4 When granting consent tenants will be reminded that, if they intend claiming compensation for the improvement in the event of terminating their tenancy, they should retain all invoices relating to the work as these will be required to determine the amount of reimbursement. Details relating to start date and completion date of works should also be retained.
- 2.5 The housing association may impose reasonable conditions but it will not refuse consent without good reason. Consent may be withheld for one of the following reasons:

- (a) the proposed improvement could create future letting problems;
- (b) the proposed improvement could create unacceptable annoyance or nuisance to neighbours;
- (c) the proposed improvement could detract from the general appearance of the property or development;
- (d) it could create health and safety problems.

3. Procedure for Claiming Compensation

- 3.1 Qualifying tenants may claim compensation when their secure tenancy ends (eg: if they transfer to another property owned by the Association, move into accommodation owned by another landlord or purchase their own home other than the one which they occupy as a secure tenant. Please note, however, that the tenancy is not ended if a tenant exchanges his or her home by way of mutual assignment).
- 3.2 Any claim must be lodged during the last 28 days of the tenancy or 14 days after the tenancy ends.
- 3.3 Tenants will be asked to provide invoices, covering both materials and labour, but where these are not available they should provide an estimate of the original costs and details of the dates the work began and was completed.

4. Calculation of Compensation

- 4.1 Compensation is not payable for professional fees, statutory approvals or the tenant's own labour. Any financial assistance from the public purse which contributed to the cost of the improvement will be deducted. The net cost of the improvement will then depreciate on a straight line basis.
- 4.2 The Association may adjust the amount of compensation payable if any or all of the factors specified in paragraph 5 apply.
- 4.3 To avoid disproportionate administrative costs there will be a lower threshold of £50 per improvement to avoid minor claims, whilst the upper limit will be £3,000 per item. Both limits may be revised from time to time and **any outstanding debts will be deducted from the compensation payable**. The upper limit on the scheme is £3,000.

5. Adjustments and Deductions

- 5.1 The Association can make adjustments to the amount payable if it considers that:
 - (a) the initial cost outlay by the tenant for the improvement was excessive;
 - (b) the improvement was of a higher standard than the Association would normally install;
 - (c) the improvement has deteriorated at a greater or lesser rate than normal wear and tear;
 - (d) the Association had incurred excessive inspection and administrative costs in connection with the improvement.

5.2. Any sums which the outgoing tenant owes the Association (eg: rent/heating arrears or recoverable charges) will be deducted from any compensation payable.

6. Appeals

6.1 Tenants may appeal a decision in relation to:-

- (a) a refusal to grant consent to undertake works;
- (b) the improvement being judged to be a non-qualifying item;
- (c) the amount of compensation offered.

6.2 It is expected that most appeals will be resolved in the first instance by reference to the Association's own internal complaints procedure. Where a tenant has a complaint of injustice as a result of maladministration and the Association's own complaints procedure has been exhausted, they may ask the Department for Social Development to investigate. If, following the Department's investigation of the complaint, they are unhappy with the way in which the investigation was handled they may, through an MP, refer the case to the Parliamentary Ombudsman for Northern Ireland.

7. Payment

7.1 Payment will be made to the qualifying tenant or tenants. In the case of joint tenancies where one of the qualifying persons cannot be traced (after the Association has made reasonable effort to do so), payment will be made to the other qualifying tenant(s) and it will be up to the missing tenant to recover his/her share from the others.

8. Maintenance

8.1 Once an improvement has been made with the Association's consent the Association will normally be responsible for its maintenance. Consent will therefore be made conditional upon the tenant carrying out the work to the applicable British Standard or equivalent and to facilitating a post inspection.

9. Rent Levels

9.1 The Association will not increase the tenant's rent as a result of the improvement. However, when the tenancy ends and the property is being re-let the rent level can be increased to reflect the additional amenity for the incoming tenant.

The Association will indicate when giving consent whether the work is considered to be a "qualifying" improvement within the terms of this policy. If you require any further information please contact your Housing Officer.

Written claims for eligible improvements will be dealt with within 21 days of their receipt, or the termination of the tenancy, whichever is the later.

POLICIES AND PROCEDURES



ANTI-SOCIAL BEHAVIOUR POLICY

1.0 INTRODUCTION

Anti-social behaviour causes fear and anxiety in the community and this is an issue that Habinteg Housing Association [Ulster] Limited (henceforth referred to as Habinteg or the Association) is fully committed to tackling at every possible level. This policy outlines the procedures and practices within the organisation which are designed to help combat anti-social behaviour and neighbourhood disorder. The statement of policies and procedures is illustrative rather than prescriptive. Habinteg requires every new tenant to sign a Good Neighbour Agreement in its commitment to tackling 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 unacceptable behaviour which renders them ineligible for housing accommodation or homelessness assistance.

The Anti-Social Behaviour (NI) Order 2004 enables the Northern Ireland Housing Executive, District Councils and the Chief Constable of the PSNI to apply to the courts for Anti-Social Behaviour Orders (ASBOs). Habinteg is not empowered to apply for ASBOs but may apply to the above mentioned relevant authorities to issue ASBOs on their behalf.

1.1 DEFINITION

The statutory definition of anti-social behaviour in the Housing (Northern Ireland) Order 2003 is:

“Conduct by any individual which causes or is likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality of the dwelling house.”

In addition:

an individual may be deemed to have acted in an anti-social manner if s/he has:

- been convicted of using the dwelling-house or allowing it to be used for illegal or immoral purposes;
- been convicted of an arrestable offence committed in, or in the locality of the dwelling house;
- directly or indirectly affected the Habinteg Management functions or matters relating to those functions.

A list of different types of anti-social behaviour which trigger consideration for action by Habinteg can be found in Appendix 1, along with the relevant authorities that may be responsible for dealing with specific types of behaviour. However, this list is not exhaustive and the policy statement is not an undertaking to act in every instance. Judgment will be exercised by the relevant housing officer, when considering and responding to a particular report of anti-social behaviour.

1.2 STRATEGIC CONTEXT

Tackling anti-social behaviour must be seen within the context of existing statutory obligations, which include but are not limited to:

- Anti-Social Behaviour (NI) Order 2004;
- the Housing (Northern Ireland) Order 1988 (Part II) Article 7A and the Housing (Northern Ireland) Order 1981 Article 22A;
- the Children (Northern Ireland) Order 1995 (in particular Article 46);
- the Disability Discrimination Act 1995 (in particular 22(3)(c));
- the Race Relations (NI) Order 1997 (in particular articles 21 and 22);
- the Human Rights Act 1998, and;
- the Northern Ireland Act 1998 (section 75 Equality of Opportunity).

The Housing (Northern Ireland) Order 2003 affords Habinteg specific powers to tackle anti-social behaviour in local communities through:

- Introductory Tenancies;
- possession and injunctions proceedings.

2.0 ADDRESSING THE PROBLEM

Habinteg acknowledges that every individual is entitled to live in peace within their neighbourhood and that to provide a quality housing service we will help to effectively address the problem of anti-social behaviour.

We will:

- formally acknowledge all reports of anti-social behaviour within five working days;
- seek to investigate all reported instances of anti-social behaviour at office level in a timely manner;
- provide advice and support;
- identify and interview all parties concerned;
- establish inter agency working where appropriate;
- use legal action when all efforts at conciliation have failed. This may include possession, injunction and/or making an application to the relevant authorities for an Anti Social Behaviour Order;
- endeavour to take action on behalf of our own tenants who may be the victims of anti-social behaviour;
- seek to respond to instances of anti-social behaviour on any land owned by Habinteg, whether the complainant is a tenant, private tenant or owner occupier, and
- we will take full account of any anti-social behaviour carried out by any person(s) who has made an application for rehousing, as and when this information is made available.

2.1 TENANT OBLIGATIONS

Habinteg tenants are responsible for the behaviour of every person (including children) living in or visiting their home. This includes behaviour in the home on surrounding land, in communal areas (stairs, lifts, landing, entrance halls, paving shared gardens, parking areas) and in the locality of the dwelling house.

Whether the tenancy is introductory or secure, breaching any of the General Conditions of Tenancy or statutory obligations may result in the Association issuing possession or injunction proceedings or applying to the relevant authorities for an Anti-Social Behaviour Order.

Habinteg encourages tenant participation in addressing housing issues and developing the organisation's services. By being more involved, tenants will be better informed, contribute to better decision-making, improve services and standards locally, and develop their own skills and opportunities.

Where an introductory tenant has been involved with a specific problem of anti-social behaviour Habinteg may deem them to be unsuitable to hold a secure tenancy. Furthermore, anyone who has been involved in anti-social behaviour may find they are ineligible for housing and homelessness assistance in the future.

2.2 SUPPORT OF COMPLAINANTS/WITNESSES

All witnesses have a crucial role to play in tackling anti-social behaviour and will require support throughout the process.

Complaints of anti-social behaviour can be forwarded to:

Habinteg Housing Association (Ulster) Ltd
Alex Moira House
22 Hibernia Street
Hollywood
BT18 9JE

Complaints may be made in person, in writing, via the telephone, or by email at info@habinteg-ulster.co.uk. Any report of anti-social behaviour will be formally acknowledged within five working days and all reported instances will be investigated. If appropriate, the complainant and the Housing Officer will agree a plan of action.

If the problem persists, it may be appropriate to consider taking legal action and in such circumstances the complainant will be asked to complete an incident diary, which will be provided.

Habinteg will:

- initiate and maintain regular contact with witnesses, keeping them advised of any new developments;
- explain the process and any progress if the case proceeds. They will also advise of the legal options available;

- keep the witness informed of any developments and provide a timetable of the various stages. Staff will explain the procedures of the court and if necessary seek their agreement to proceed with their evidence;
- advise of any other agencies who may be involved or those that may be able to offer additional advice and assistance;
- where feasible, make arrangements to ensure the witness attends the court hearing;
- provide support during the court procedures and, where practical, make a separate waiting room available for the witness in the court;
- provide ongoing witness support after the hearing and monitor the situation.

2.3 PROFESSIONAL WITNESSES

Habinteg will give careful consideration to the safety of the complainant(s). Where the complainant is not willing to provide direct evidence to the Court, Habinteg will endeavour to use professional witnesses and hearsay evidence. These professional witnesses may be officers from the statutory agencies.

2.4 HARASSMENT

Habinteg will treat any harassment on the grounds of religion, race, disability or sexual orientation as a form of nuisance or annoyance likely to cause alarm or distress. Section 75 of the Northern Ireland Act (1998) requires Habinteg, in carrying out all its functions, powers and duties, to have due regard to the need to promote equality of opportunity:

- between persons of different religious belief, political opinion, racial group, age, marital status, and sexual orientation;
- between men and women generally;
- between persons with a disability and persons without, and
- between persons with dependants and persons without.

In addition, without prejudice to its obligations set out above, the Act requires the organisation to have regard to the desirability of promoting good relations between those persons of different religious belief, political opinion or racial group.

2.5 DOMESTIC VIOLENCE

The Housing (Northern Ireland) Order 2003 extended the grounds for possession to include domestic violence. Habinteg is empowered to respond where a partner has vacated the dwelling house as a result of violence /threats of violence by the other partner. The violence/threat of violence could be directed at the partner or at other family members living with the partner.

As in any case of anti-social behaviour, Habinteg recognises the need to ensure the safety of the individual who is the victim of anti-social behaviour.

The decision to seek possession of any property on grounds of domestic violence will only be made after consultation and with the agreement of the individual concerned. It is not anticipated that Habinteg will seek possession of a property contrary to the wishes of the affected individual.

3.0 RESOLVING THE PROBLEM

Preventative measures are as detailed below.

3.1 WARNING LETTERS

At an early stage, Habinteg will consider issuing a warning letter to the individual responsible for the behaviour, if s/he is a tenant of the organisation. If they are not a tenant of the organisation, Habinteg will consult with other relevant statutory agencies to decide on the most appropriate course of action.

3.2 MEDIATION

All cases of anti-social behaviour will be treated seriously and thoroughly investigated. However, where practical attempts will be made to resolve the problem via conciliation as opposed to confrontation and/or legal action, mediation may be considered at an early stage and the Habinteg's representative may contact the parties involved and arrange to meet with them. Mediation can proceed with all parties concerned in the same room, or with the mediators meeting people separately.

Mediation permits individuals to discuss their grievances and resolve their own disagreements. It can offer a more positive alternative to legal action.

3.3 ACCEPTABLE BEHAVIOUR CONTRACTS

A written agreement between a person who has been involved in Anti-Social Behaviour and one (or more) of the partner bodies whose role it is to prevent such behaviour may be considered by the organisation. A model for the delivery of Acceptable Behaviour Contracts (ABCs) is attached at Appendix 2.

3.4 REFUSAL OF STATUTORY HOUSE SALE DUE TO ANTI-SOCIAL BEHAVIOUR

A secure tenant will be ineligible to buy if Habinteg has taken legal action for possession of his/her dwelling due to anti-social behaviour. There are four possible stages to that action:

- Habinteg is actively considering whether it would be appropriate to serve a relevant statutory notice seeking possession at some time within the next three months;
- Habinteg has served a relevant statutory notice seeking possession at any time within the previous three months;
- proceedings for possession of the dwelling pursuant to a relevant statutory notice are pending;
- the tenant is obliged to give up possession of the dwelling in pursuance of an Order of the Court, which has been granted pursuant to a relevant statutory notice or will be so obliged at a date specified in the Order.

3.5 HOUSING & HOMELESSNESS POLICY

Habinteg shall not allocate housing accommodation to any applicant if s/he, or a member of his/her household, has been guilty of any behaviour that would make him/her an unsuitable tenant.

3.6 MULTI-AGENCY PARTNERSHIPS

It is widely recognised that problems within some communities may be more complex than others and no single solution can effectively tackle these, nor can any single organisation meet these challenges on its own.

Anti-social behaviour may often necessitate discussion with other relevant authorities such as Probation Board for Northern Ireland, Health and Social Services, Youth Justice and Education Welfare in order to provide a comprehensive assessment of an individual's problem behaviour.

Habinteg will strive to ensure continuous interagency working to address any problems in relation to anti-social behaviour. We will actively engage with other organisations, share best practice and as far as practicable provide the opportunity to refer the individual to an appropriate organisation for support, diversion, or another form of early intervention.

We will also look at developing where possible multi-agency protocols with the Probation Board for Northern Ireland and the Prison Service to reduce re-offending and homelessness among offenders by early identification of the underlying causes that contribute to their re-offending behaviour.

The association will also undertake to work closely with community groups and other agencies to help achieve a suitable means of tackling any incidence of anti-social behaviour.

3.7 INFORMATION SHARING

A formal agreement for the sharing of personal information between all registered housing associations and the Northern Ireland Housing Executive is currently being finalised. Through the auspices of the Northern Ireland Federation of Housing Associations, Habinteg will consider the development of an information sharing protocol with other agencies such as the PSNI and local district councils as a further measure to tackle anti-social behaviour and to help in securing Anti-Social Behaviour Orders.

3.8 LOCK OUT CRIME SCHEME

The Lock Out Crime Scheme is funded by the Northern Ireland Office. It is offered to all households aged 65 years and over and in receipt of housing benefit or rate rebate. This scheme operates irrespective of tenure and provides a range of improved home security devices including locks, bulkhead lighting, window locks, door chain/bar and door viewer. Habinteg will consider this scheme for all its dwelling as a further measure to combat anti-social behaviour.

3.9 TENANCY SUPPORT SCHEMES

The Northern Ireland Housing Executive administers the Supporting People programme and the grant in Northern Ireland.

Habinteg, in partnership with other agencies, provides support to vulnerable

tenants to assist them in living independently and sustaining their tenancies thus preventing a cycle of eviction because of anti-social behaviour. Habinteg will take account of any additional needs for those vulnerable tenants who may be involved in any case of anti-social behaviour.

3.10 SECURED BY DESIGN

The application of Secured by Design, particularly in new build schemes, is mandatory, although the Department is considering making this mandatory. Habinteg will consider incorporating Secured by Design features into any new build schemes as a measure to combat anti-social behaviour.

3.11 REHABILITATION OF PERPETRATORS

When dealing with alleged perpetrators Habinteg's response will depend on the nature of the offending behaviour. In many cases of Anti-Social Behaviour there may be underlying causes such as:

- drug addiction;
- alcohol addiction;
- mental health issues;
- learning difficulties;
- family or relationship breakdown.

Where the behaviour of individuals is a consequence of one or more of the issues listed above, they may sometimes require support in maintaining their tenancies and addressing their behaviour.

When dealing with vulnerable individuals, Habinteg will consider the factors that may be contributing to neighbour nuisance before deciding on an appropriate course of action. The association will liaise with the individuals and other service providers to identify the availability of appropriate support packages.

3.12 JUVENILE PERPETRATORS

When dealing with young people, Habinteg will attempt to ascertain the causes of the anti-social behaviour and involve parents/guardians.

Consultations with appropriate agencies will be undertaken i.e. Probation Board for Northern Ireland, Youth Justice, Health & Social Services and Education Welfare. In particular Social Services will be advised of the Association's involvement with any young person participating in anti-social behaviour, given their duty under Article 18 of the Children (Northern Ireland) Order 1995.

4.0 DATA PROTECTION AND INFORMATION EXCHANGE

4.1 DATA PROTECTION ACT 1998

The Data Protection Act 1998 regulates the processing and handling of personal data that has been lawfully obtained.

The Data Protection Principles

Personal data held about anyone must be:

1. fairly and lawfully processed;

2. processed for limited purposes and not in any way incompatible with those purposes;
3. adequate, relevant and not excessive;
4. accurate and kept up to date;
5. not kept for longer than is necessary;
6. processed in line with a person's rights;
7. secure.

In general, there is a prohibition against the disclosure of personal data from one party to another unless the above mentioned principles have been upheld. However, there are certain exemptions to the non-disclosure rules under the Data Protection Act, which allow Habinteg to process personal information without following all the principles. Personal data can be disclosed in the following circumstances:

- to prevent or detect crime;
- to apprehend or prosecute offenders;
- where disclosure is required by law;
- in connection with legal proceedings.

4.2 CONFIDENTIALITY

Subject to any legal requirements, any information received by Habinteg will be treated in utmost confidence. In any particular case of anti-social behaviour, disclosure of information by the Association to any other party (subject to any legal requirements) will not occur without the permission of the person who provided the information unless the Association is required to do so by law.

As already detailed, information may be shared with other agencies for the purpose of crime prevention, prosecution of offenders and legal proceedings.

In ASBO applications, hearsay evidence and professional witnesses may be used to protect the identity of complainants.

4.3 CROSS TENURE ISSUES

The Housing (Northern Ireland) Order 1983, Housing (Northern Ireland) Order 2003 and Anti-Social Behaviour (Northern Ireland) Order 2004 afford Habinteg the ability to seek Injunctions and Possession Orders in any instances of anti-social behaviour. Injunction and Anti-Social Behaviour Order proceedings are not restricted to the Association's tenants but can be initiated in respect of any individual involved in anti-social behaviour in the locality/vicinity of Habinteg owned and/or managed stock.

5.0 STAFF PERSONAL SAFETY

In keeping with its overall objectives and in accordance with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and associated legislation, Habinteg recognises and accepts its responsibility as an employer for providing a safe and healthy workplace

and as far as is reasonably practicable, a risk free working environment for all its employees.

Habinteg will also conduct its activities so as to minimise, and, where possible, eliminate the risk to which others may be exposed as far as is reasonably practicable.

Where employees are required to work outdoors or at locations away from their normal base, the association will ensure that, so far as is reasonably practicable, all steps are taken to ensure their personal safety. Where there is anticipated risks for staff, a warning message will be put on the tenant's file on Omniledger to advise no lone visits to House or Scheme.

Habinteg is committed to sourcing and providing appropriate personal safety awareness training for all members of staff. Staff are also trained on how to deal with difficult situations and their training needs are kept under review on a regular basis and as circumstances require.

Furthermore, in response to the Association's requirements to deal with complaints of anti-social behaviour under the Housing (Northern Ireland) Order 2003, Habinteg has attended training organised by the Department for Social Development and will work with other agencies to ensure that staff are fully competent in dealing with any incidence of anti-social behaviour.

6.0 PROCEDURES

The Housing (Northern Ireland) Order 2003 provides Associations with legal powers to address anti-social behaviour, including the use of injunctions, introductory tenancies, reviewing eligibility for housing assistance and powers for possession. All complaints of anti-social behaviour are dealt with in accordance with Habinteg's policies and procedures.

6.1 MAKING A COMPLAINT

Any complaint in relation to anti-social behaviour can be made either in writing or verbally (in person or by telephone) to the Housing Association's office as detailed below.

Habinteg Housing Association [Ulster] Ltd
Alex Moira House
22 Hibernia Street
Holywood
BT18 9JE

Complaints may also be logged via email at info@habinteg-ulster.co.uk

A complaint does not always have to come from the individual experiencing the anti-social behaviour. A political representative, the police, a council officer, or a social worker may initially report the complaint on the complainant's behalf.

Anonymous complaints may not necessarily be ignored, although only some may be acted upon, e.g. the physical condition of properties and gardens.

However, in the absence of direct evidence from a complainant the investigation of any other cases may prove difficult.

6.2 PROCESSING A COMPLAINT

In order to facilitate a consistent approach in dealing with all reported incidents of anti-social behaviour, Habinteg will, where appropriate, use the following standard documentation:

- action sheets;
- case files;
- incident diaries.

6.3 RECEIVING A COMPLAINT

Where an instance of anti-social behaviour is reported to a Habinteg office, an appointed housing officer will

- categorise each complaint and register on Pyramid complaints log.
- consider whether the complaint represents a new case of anti-social behaviour;
- consider any special requirements of the complainant e.g. vulnerability, member of a minority community etc.

Once the complaint is categorised, the Housing Officer will grade the level of Anti-Social Behaviour in accordance with the following:

Level One – serious Anti-Social Behaviour

- Cases with harassment, violence and intimidating behaviour which causes severe distress and compromises the safety and well being of residents, e.g. aggressive or threatening language or behaviour, threatening violence, drug supplies and use;
- Requires a rapid referral for investigation by the relevant authority, e.g. PSNI;
- The complainant must be interviewed in person or by phone within 5 days of receipt of the original complaint.

Level Two – Persistent Anti-Social Behaviour

- Low Level, a persistent form of Anti-Social Behaviour, which causes harassment alarm and distress or unreasonably interferes with other people's rights to the use and enjoyment of their home and community. No immediate danger to complainant or others.
- Example – persistent noise nuisance, graffiti, vandalism.
- Acknowledge receipt of the complaint within 5 working days.
- Contact the complainant and arrange an interview either in person or by phone.

Level Three – Nuisance

- Nuisance behaviour which is unlikely to cause harassment alarm or distress in the short term, e.g. graffiti, intermittent noise nuisance
- The complaint must be acknowledged within 5 working days
- Contact the complainant and arrange an interview either by phone or in person.

6.4 INTERVIEWING THE COMPLAINANT

The Housing Officer will seek clarification from the complainant in respect of:

- details of the occupants of the complainant's property;
- details pertaining to the complainant's property i.e. property type, tenure, proximity to the alleged perpetrator's home;
- details in respect of the alleged perpetrator i.e. name, address, household composition and property type;
- the type of anti-social behaviour, location of the incidents, time periods involved;
- how the anti-social behaviour is affecting their quality of life and that of their family members;
- the existence of other witnesses i.e. neighbours, police, etc.;
- any previous action that may have been taken to try and resolve the problem i.e. contact with the alleged perpetrator;
- the complainant's willingness, in appropriate cases to partake in a mediation process;
- the complainant's consent to allow Habinteg to contact the alleged perpetrator. At this stage the complainant will be advised that their name and details will not be disclosed. However, in many situations, the perpetrator may be able to identify the source of the complaint.

Depending upon the circumstances of the case the complainant and the Housing Officer will, if appropriate, agree the way forward.

Habinteg may agree to;

- Speak to the alleged perpetrator/s
- Gather further evidence
- Speak to witnesses
- Offer target hardening if appropriate
- Liaise with other departments/agencies
- Arrange mediation if appropriate
- Consult legal services

The complainant may agree to;

- Speak to the alleged perpetrator
- Keep an incident Diary
- Contact the police

The action plan must include the estimated timescales for agreed action and how and when the complainant will be kept informed of case progress.

Depending on the type of anti-social behaviour, the complainant may be advised of the need to report the incident to the most relevant statutory agency i.e. Police Service of Northern Ireland or District Council. S/he may also be requested to complete an incident diary, so that future incidents of anti-social behaviour can be easily identified.

Habinteg may contact the alleged perpetrator, if they are a Habinteg tenant, or liaise with other appropriate agencies and seek to substantiate the reports of anti-social behaviour.

Habinteg will strive to ensure that there is continuous contact with the complainant and will agree on a review date to discuss the progress of the case.

6.5 PRELIMINARY INFORMATION GATHERING

Following the interview with the Complainant and an agreed plan of action, the Housing Officer will complete the following checks:

- confirm the tenure of the alleged perpetrator as this may determine the course of action to be taken;
- where possible, carry out a check on any previous history of anti-social behaviour ie previous history of the complainant and alleged perpetrator;
- investigate the vulnerability/ special needs of the individuals involved in the anti-social behaviour;
- seek to substantiate the reports of anti-social behaviour i.e. seek ways of independently corroborating or refuting the allegations. This may necessitate interviewing other witnesses and seeking information from other agencies;
- check for any House Sale application submitted in respect of the property occupied by the alleged perpetrator, and
- check whether the alleged perpetrator or another member of his/her household has made an application for rehousing through the Transfer or Common Selection Schemes.

6.6 INTERVIEWING/CONTACT WITH THE ALLEGED PERPETRATOR

The Housing Officer will:

- attempt to contact the alleged perpetrator, arrange an interview and advise of the nature of the complaint;
- explain the potential seriousness of the situation, the investigating process and the possible legal consequences should the allegations be substantiated and the anti-social behaviour continue, and
- take comprehensive notes of all interviews and the response to the allegations.

Should the alleged perpetrator make counter allegations in respect of behaviour directed towards them, they will be investigated and the Housing Officer will decide whether Habinteg should open a new case file.

6.7 CHOOSING THE MOST APPROPRIATE FORM OF ACTION

Following the interview with the alleged perpetrator or in the absence of any contact, the Housing Officer will refer the case to the Housing Manager who will identify the best way forward.

Each case of anti-social behaviour is unique and the most appropriate course of action will be determined by the particular circumstances of the case. In any case of anti-social behaviour Habinteg's main objective is to resolve the

matter without recourse to any form of legal action namely, possession, injunction or Anti-Social Behaviour Order (ASBO) proceedings. Habinteg may therefore decide to:

- initiate interagency working with relevant service providers and evaluate the impact of any support package made available to the alleged perpetrator;
- issue Warning Letters;
- seek Acceptable Behaviour Contracts (ABC);
- refer the case for mediation;
- regularly monitor the situation;
- gather additional evidence as required;
- initiate legal action;
- close the case.

Various other options used by Habinteg to tackle anti-social behaviour, as listed above, are detailed below:

6.7.1 Warning Letter

In cases where a report of anti-social behaviour or nuisance is received, an interview by and/or a warning letter from the Housing Officer will be the first attempt, and may be sufficient to stop the behaviour. However, there may also be situations where these initial warnings are ignored.

6.7.2 Mediation

Habinteg will offer a mediation service which aims to help people involved in a dispute reach an agreement that satisfies everyone. Mediation services would typically be used for complaints about noise, verbal abuse, children's behaviour, pets, boundary issues, car parking and many other source of dispute.

Where there is a case that could possibly be resolved through mediation, the Housing Officer will speak to both parties to get their agreement and confirm that they are willing to participate. Tenants can also ask to be referred to the mediation service. The advantages of mediation are:

- it provides an alternative to going to court (although if the mediation is not successful and the anti-social behaviour continues, this would not stop legal action);
- it can stop disputes escalating and taking up a lot of management time;
- it can help neighbours understand each other;
- it can provide a speedy solution to disputes;
- it is provided at no cost to the parties in the dispute.

6.7.3 Acceptable Behaviour Contracts

An Acceptable Behaviour Contract (ABC) is a written agreement between an individual who has been involved in anti-social behaviour and one or more local agencies whose role is to prevent such behaviour.

The contract is agreed and signed at a meeting with the individual and the lead agency/agencies. In circumstances where the person is 17 years of age or younger their parents/guardians will be asked to attend.

The contract was initially designed for 10-18 year olds. In the case of children under 10 the parent/guardian would sign a parental control agreement and would take full responsibility for their child's behaviour. ABCs can also apply to adults.

The agreement is not legally binding but should the individual continue to act in an anti-social manner then the agreement may be used as evidence in any subsequent legal action.

The contract should reflect the behaviour of the individual concerned and written in basic terms so that the individual understands. The contract will specify a list of acts of anti-social behaviour in which the person has been involved and they must agree not to continue behaving in this manner.

The contract would normally last for six months although it is flexible and can be reviewed and renewed as required. However, it should be a fair and proportionate response to the issues identified. This time period runs in conjunction with the evidence gathering period in respect of an ASBO.

6.7.4 Anti-Social Behaviour Orders

Anti-Social Behaviour Orders (ASBOs) are civil orders made by the magistrate's court acting in its civil capacity. The Court makes an Order which prohibits the defendant from doing anything described in the order. They are intended to protect people from further acts or conduct that would cause harassment, alarm or distress to one or more persons not of the same household as the individual. They represent an additional power afforded to the Northern Ireland Housing Executive, District Councils and the Chief Constable of the PSNI to address anti-social behaviour.

An ASBO is not a criminal conviction and does not form part of a criminal record. The Order is designed to prevent the kind of behaviour that can ultimately lead to a criminal conviction.

Although Anti-Social Behaviour Orders are civil orders and not criminal convictions, any breach of an Anti-Social Behaviour Order is a criminal offence, which carries a maximum penalty of five years imprisonment on indictment and/or an unlimited fine.

Anti-Social Behaviour Orders can be obtained in respect of any person aged 10 years old and upward. If there is an immediate need to call a halt to particular behaviour to protect the community then an Interim ASBO can be sought.

Publicity of cases will be agreed on a case-by-case basis.

6.7.5 Injunctions

The Housing (Northern Ireland) Order 2003 affords housing associations the ability to seek an injunction in respect of anti-social behaviour. An injunction can be sought in the county or high courts. These proceedings are not restricted to Housing Association tenants but can be initiated in respect of any individual who engages or threatens to engage in any conduct which is

causing or likely to cause a nuisance or annoyance to a person residing in, visiting or otherwise engaging in a lawful activity in a residential premises (Article 26, Housing [NI] Order 2003) or within the locality of the premises.

This is an Order made by the Court, ordering an individual to stop a certain type of behaviour and may even exclude them from a specific geographical area. If the injunction is granted and the anti-social behaviour continues, the individual will face further legal action and possibly a prison sentence.

Possession Proceedings

Introductory Tenants

The reason for seeking an order for possession for an introductory tenancy must relate to the behaviour which would, if the tenant was a secure tenant, fall within either Ground 2 or Ground 3 of Schedule 3 of the Housing (Northern Ireland) Order 1983 as set out below.

Secure Tenants

Possession proceedings are usually utilised by Habinteg as a last resort, where all other measures to stop the anti-social behaviour have either failed or been exhausted.

The Housing Manager may consider possession proceedings in respect of a secure tenancy if there has been a breach of the General Conditions of Tenancy and the statute detailed below.

Ground 1 of the Housing (Northern Ireland) Order 1983

Any rent lawfully due from the tenant has not been paid or any obligation of the tenancy has been broken or not performed.

Ground 2 of the Housing (Northern Ireland) Order 1983

The tenant or person residing in or visiting the dwelling house:

- a) has been guilty of conduct causing or is likely to cause nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality,
OR
- b) has been convicted of:
 - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
 - (ii) an arrestable offence committed in, or in the locality of, the dwelling house.

Ground 2A of the Housing (Northern Ireland) Order 1983

The dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and

- a) one or both of the partners is a tenant of the dwelling-house;
- b) one partner has left because of violence or threats of violence by the other towards
 - (i) that partner, or
 - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and

- c) the court is satisfied that, “the partner who has left is unlikely to return while the other continues to occupy the dwelling-house.”

Ground 3 of the Housing (Northern Ireland) Order 1983

The condition of the dwelling-house or of any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any person residing in the dwelling-house and, in the case of any act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his/her, the tenant has not taken such steps as s/he ought reasonably to have taken for the removal of the lodger or sub-tenant.

In this paragraph the “common parts” means any part of a building comprising the dwelling house, and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses let by the landlord.

Eviction

In the event of Habinteg obtaining an Order for Possession on grounds of anti-social behaviour and the tenant does not vacate the property on a voluntary basis, the case will be referred to the Enforcement of Judgements Office.

6.7.7 REFUSAL OF STATUTORY HOUSE SALE DUE TO ANTI SOCIAL BEHAVIOUR

A secure tenant will be ineligible to buy if Habinteg has taken legal action for possession of his/ her dwelling due to anti-social behaviour. The four possible stages for such action are shown below.

1. Habinteg is actively considering whether it would be appropriate to serve, at some time within the next three months, a relevant statutory notice seeking possession.
2. Habinteg has served a relevant statutory notice seeking possession at any time within the previous three months.
3. Proceedings for possession of the dwelling pursuant to a relevant statutory notice are pending.
4. The tenant is obliged to give up possession of the dwelling in pursuance of an Order of the Court, which has been granted pursuant to a relevant statutory notice or will be so obliged at a date specified in the Order.

6.7.8 LEGAL ACTION

If all attempts at conciliation fail or should the alleged perpetrators fail to respond to any support package offered to address their anti-social behaviour, legal action may be necessary.

In all cases this will only commence where all other appropriate methods of tackling the anti-social behaviour have been exhausted.

Notwithstanding Habinteg’s approach to seeking to resolve anti-social behaviour through support and diversion, there may be circumstances where

court action will be deemed the only option to deal with serious cases of anti-social behaviour. At this stage the Housing Officer will:

- seek approval from the Housing Manager to proceed with legal action;
- ensure that the complainant/s are kept fully informed of all the stages in the legal process and that their agreement, if appropriate, is obtained prior to Habinteg using their evidence in any legal proceedings i.e. the service of a Notice Seeking Possession or a summons in respect of an injunction or an ASBO application;
- continue to liaise with complainant/s and monitor the case on a regular basis until the date of the court hearing.

6.8 COURT HEARING

Prior to the court hearing the Housing Officer will:

- maintain regular contact with witness/es and advise on case development;
- explain the court process to the witness/es;
- ensure that all witnesses are advised of the time, date and location of the hearing;
- make any necessary arrangements to ensure the witness/es attendance at the court hearing.

After the court hearing the Housing Officer will:

- advise all witnesses of the outcome of the Court hearing;
- if necessary, advise the local police of the result of the Court hearing;
- continue to liaise with all witness/es and monitor the situation subsequent to the decision of the Court.

6.9 CASE CLOSURE AND EVALUATION

Habinteg will ensure that:

- all cases will be progressed to conclusion and closed;
- an evaluation will be completed in respect of all cases in which legal action has been initiated;
- all closed files are retained in line with the Department's policy.

6.10 SUPPORT TO COMPLAINANTS OF ANTI-SOCIAL BEHAVIOUR

If legal action is taken to address anti-social behaviour, Habinteg will:

- consider the use of civil remedies to protect witness/es i.e. injunctions, Anti-Social-Behaviour Orders;
- review the use of hearsay evidence if the complainant is fearful of the repercussions of providing direct evidence to the court;
- in appropriate circumstances advise the Police of Habinteg's intention to initiate legal proceedings;
- refer any rehousing request the witness should make to the Northern Ireland Housing Executive under the Housing (Northern Ireland) Order 1988 or the Housing (Northern Ireland) Order 1981;
- where feasible, assist with the provision of transport to court;

- where practical, ascertain the availability of a separate waiting room for the witness/es in the court.

After the court hearing Habinteg will:

- inform witnesses of the outcome of the court hearing and thank them for their support and participation;
- provide ongoing witness support if necessary and monitor the situation;
- consider publicity on a case by case basis in liaison with the Department for Social Development;
- ensure that the interests of the witness/es will always be taken into account.

COMPLAINTS PROCEDURE

Habinteg is happy to provide help and advice to its tenants and members of the public on housing matters and we always aim to provide good quality services.

However, if someone is not satisfied with the service received in dealing with any case of anti-social behaviour, s/he should use the Association's standard complaints procedure. All complaints received are investigated and where a problem can be identified we try to remedy the situation and take action to improve our service.

If the complainant is not happy with the final response regarding the service received from Habinteg, they can ask the Northern Ireland Ombudsman to carry out further investigations.

A complaint to the Northern Ireland Ombudsman should be addressed as follows:

Northern Ireland Ombudsman
Freepost BEL 1478
Belfast
BT1 6BR
Freephone 0800 343424
E-Mail ombudsman@ni-ombudsman.org.uk

6.12 CONCLUSION

It is the intention that these policies and procedures will demonstrate Habinteg's commitment to deal effectively with all reported incidents and explain some of the most common remedies that may be used to tackle anti-social behaviour. The policy section provides an overview of the principles underlining Habinteg's approach to anti-social behaviour and the procedures detail how reports of anti-social behaviour are processed by the Association.

NB References to "the Department" mean the Department for Social Development

APPENDIX 1

If another organisation is responsible for dealing with a specific problem, the Association's Housing Officer should provide contact details and advise the complainant to contact the relevant organisation.

The Housing Officer should advise the complainant that no action will be taken by Habinteg and the case will automatically be closed. The Housing Officer will record this information on file.

Type of Nuisance/ASB	Agency/Organisation
Unacceptable behaviour by children / youths	PSNI Community Associations Schools
Noise	Belfast City Council Noise Unit Local District Council Environmental Health Department
Neighbour disputes	Mediation NI
Late night visitors	PSNI
Verbal abuse	PSNI
Harassment	PSNI
Intimidation	PSNI
Threats of violence	PSNI
Hate crime	PSNI
Assault	PSNI
Abandoned cars	Local District Council
Rubbish dumping, litter and/or dog fouling	Local District Council
Parking disputes	Roads Service
Uncontrolled pets and animals	Dog Warden
Alcohol and Drug abuse and related nuisance	PSNI Social Services PBNI
Damage to property (including vandalism, graffiti and arson)	Community Association CRJ
Boundary disputes	Mediation NI
Trespass	PSNI
Criminal behaviour (including burglary, prostitution etc.)	PSNI
Domestic violence and abuse	PSNI

APPENDIX 2

ACCEPTABLE BEHAVIOUR CONTRACT

This contract/agreement is made on (insert date) between Habinteg Housing Association (Ulster] Ltd and (Name of individual person involved in ASB).

Agreement

(Name of individual) agrees the following in respect of future conduct:

1. I will not threaten, swear or abuse any residents or passers by, in and around (name specific area);
2. I will not throw missiles, including stones, at residents or passers by, in around (specific area);
3. I will not intimidate any person;
4. any other terms that are relevant.

Furthermore (name) enters into a contract/commitment with Habinteg not to act in an antisocial manner that causes or is likely to cause harassment, alarm or distress to one or more persons not of the same household.

Breach

If (individual) does anything which s/he has agreed not to do under this contract, which Habinteg considers amount to anti-social behaviour, an application may be made for an Anti Social Behaviour Order/an Order for Possession.

Declaration

I confirm that I understand the meaning of this contract/agreement and that the consequences of a breach of this contract have been explained to me.

Signed: _____ (Individual)

Date: _____

Signed: _____ (Parent)*

Date: _____

Witnessed by:

Signed: _____ (Police)

Date: _____

Signed: _____ (Manager)

Date: _____

* Parent/Guardian signature is only required where the individual is under seventeen years old.

Drafted by Housing Management Committee 1 October 1997
 Agreed by Housing Management Committee 7 January 1998
 Approved by the Board of Management 28 January 1998
 Updated and approved by Housing Management Committee 11 January 2006
 Updated and approved by Board of Management 1 February 2006
 Updated and approved by Board of Management 31 January 2007
 Updated by Housing Management Committee 28 January 2009
 Updated and approved by Board of Management 18 February 2009
 Updated and approved by Housing Management Committee 8 June 2011
 Approved by the Board 29 June 2011



CUSTOMER SERVICE STANDARDS

EQUALITY

- All clients will be treated fairly, courteously and equally regardless of their age, gender, religion, political opinion, race, marital status, dependent status, sexual orientation or ability / disability in accordance with our Equality duty under Section 75 of the Northern Ireland Act 1998.

CONFIDENTIALITY

- You will not be asked for personal information unless it is relevant to your enquiry.
- All information you do give will be handled confidentially.
- Your confidentiality will be respected all times. If you have special needs, we will endeavour to supply specialised services.

IDENTIFICATION

- You will be addressed by your name (when known) at all times.
- Staff will wear identification badges at all times and will introduce themselves before commencing discussions with you.
- Representatives of the Association visiting your home will identify themselves before entering your home. The staff member visiting you will carry photographic identification which they will present to you upon request.

CHOICE

- You will be offered choice as far as possible in relation to all service delivery areas including allocations, maintenance and complaints.

VISITING OUR OFFICES

- Our offices will be open from 8.45am to 4.45pm each working day (4.30pm on Friday). Any departures from these hours will be displayed at the offices.
- The answering machine message will be changed accordingly.
- Where appropriate, Community Assistants' offices will display opening times specific to the scheme.
- When you visit our offices, you will be attended to by the receptionist within two minutes of your arrival.
- If you do not have an appointment, a member of the relevant team will see you within ten minutes of your arrival, five minutes if you have an appointment.
- If we are unable to deal with your enquiry during your visit we will respond within three working days of your visit.
- In our interview rooms we will provide toys for younger children to play with when they visit with their parents.
- If we are unable to directly assist you with your query we will explain why and where applicable, refer you to the appropriate body in relation to your enquiry.
- Our reception areas will be stocked with useful, up to date information.

WHEN YOU WRITE TO US

- We will respond to your written correspondence within 5 working days. Where this is not possible we will send an acknowledgement.
- You should receive a full written response within 20 working days of receipt of your initial correspondence by the Association.
- All correspondence from the Association will contain the officer's name, and their position within the Association.
- Our correspondence will be clear, concise and will be written in plain English.

WHEN YOU TELEPHONE US

- We will answer your call within 3 rings with a "Good Morning / afternoon" greeting.
- If the member of staff you wish to speak to is not available, you will be offered the opportunity to leave a message.
- Telephone messages will be responded to within 1 working day, unless otherwise stated, for example if the officer is on annual leave for longer than that period. In this instance you will be offered the opportunity to speak to another member of staff who may be able to help you.
- If we are unable to answer your enquiry immediately we will take all necessary details and call you back within 48 hours.
- We will not refer your call onto other sections / officers unless absolutely necessary. If there is a need to pass your call on you will be informed of the reason and the name of the officer to whom your call is being passed. We will also brief the officer to whom your call is being transferred on the nature of your enquiry.
- When we telephone you we will clearly introduce ourselves and state our reason for calling.

WHEN YOU EMAIL US

- We will respond to your email correspondence within 5 working days. Where this is not possible, we will send you an acknowledgement.
- You should receive a full written response within 20 working days of receipt of your initial correspondence by the Association.
- All email correspondence from the Association will contain the officer's name, and their position in the Association.
- All emails will be clear, concise and written in plain English.

PUBLISHING INFORMATION

- We will publish performance against our standards for customer service standards annually, where this is possible, from April 2007.
- Up to date information in relation to our Complaints Procedure will be displayed in the reception areas of our Hollywood, North West and scheme offices, where applicable.
- You will receive rent / service charge statements on a 6 monthly basis.



WORKING IN PARTNERSHIP WITH OTHER ORGANISATIONS

In addition to its integrated schemes, Habinteg works in partnership with a range of voluntary and statutory organisations to provide supported housing solutions for people with additional requirements.

Partnership schemes include sensitively designed and carefully managed housing with care projects for people with disabilities or sensory impairment, temporary move-on accommodation for people who are homeless, and responsive housing initiatives for people with particular support needs.

Habinteg currently has Joint Management Agreements in place, for schemes across Northern Ireland, with:

The Cedar Foundation

31 Ulsterville Avenue, Belfast, BT9 7AS

Northern Ireland Institute for the Disabled

Downshire Road, Bangor, BT20 3RD

Simon Community Northern Ireland

57 Fitzroy Avenue, Belfast, BT7 1HT

Extern

Hyde Park House, 3 McKinney Road, Newtownabbey, BT36 4PE

Sense Northern Ireland

The Manor House, 51 Mallusk Road, Mallusk, County Antrim, BT36 8RU

First Housing Aid and Support Services

28A Bishop Street, Londonderry, BT48 6PP

The Karuna Trust

16 Swanston Avenue, Newtownabbey, County Antrim, BT36 5DS

The Presbyterian Board of Social Witness

Church House, Fisherwick Place, Belfast BT1 6DW

Edward Street Hostel

41 Edward Street, Portadown BT62 3NE

Habinteg also works with a number of Health and Social Services Trusts.

YOUR RIGHT TO KNOW

DID YOU KNOW?

Your housing association is expected to give its tenants information about how well it does its job as a Landlord.

Each year the association collects facts and figures about its work. From January 1993 it should be putting together, in an understandable form, the information which is most likely to interest you, as a tenant. This will include:

- the rents it charges for different sizes of home;
- how quickly it carried out repairs;
- its success in collecting the rent due from all tenants;
- general information on its empty properties;
- to what categories of people it has let homes during the year, and how quickly.

DO YOU WANT TO KNOW?

If you want a copy of this information now you only have to ask your association.

This new right is now part of the Tenants' Guarantee which should be given to you by your association. It describes your rights as a secure tenant of a registered housing association.

The Tenants' Guarantee also requires associations to draw up other housing management policies and procedures and the Department for Social Development (NI) expects all associations to comply fully with these requirements by the end of 1993.

The role of the Department for Social Development (NI) is to supervise the work of housing associations registered with the Department to ensure that they provide a good standard of service to their tenants.

THE TENANTS GUARANTEE

GUIDANCE ON THE MANAGEMENT OF ACCOMMODATION LET ON SECURE TENANCIES BY REGISTERED HOUSING ASSOCIATIONS
Issued by the Department of the Environment (NI) December 1992.

CONTENTS

Introduction

The Guidance

- A. Meeting housing demand
- B. Allocation of accommodation
- C. Terms of secure tenancies
- D. Principles upon which rent (and other charges) for secure tenancies are to be determined
- E. Maintenance and repair
- F. Consultation and tenant involvement
- G. Information to tenants

INTRODUCTION

1. What is this Guidance?

It is issued by the Department for Social Development for Northern Ireland (the Department) using its powers under Article 11 of the Housing (NI) Order 1992 (the 1992 Order). It is "The Tenants Guarantee" which the Secretary of State for Northern Ireland undertook would issue as part of the Citizen's Charter initiative for Northern Ireland. It is a statement of the principles which housing associations registered with the Department should practice and the minimum standards which they should achieve in the interests of applicants for, and residents in, their accommodation. There are also, of course, many important statutory obligations which associations are obliged to meet. Some, but not all, of these are referred to in the Guidance which does not claim to give a full account of them. Moreover, in addition to this Guidance, which is issued under statute, associations are expected to take account of the more detailed guidance on good practice contained in the Department's Housing Association Guide and other non-statutory guidance which the Department may issue from time to time on specific subjects.

This Guidance will be a major benchmark by which the Department will (and the public may) assess the management of an association's affairs. Where the Department finds mismanagement it has powers to act as described in paragraph 5 below.

2. To whom is this Guidance addressed?

It is addressed to the Northern Ireland Federation of Housing Association (the Federation) and to all registered housing associations which provide accommodation for rent.

Housing for special needs is often provided in partnership with specialist voluntary agencies. In such cases associations are still subject to this Guidance and they should ensure that their partners or agents operate in a way which ensures that the association complies with it.

3. Why is this Guidance issued now?

It is issued now as a consequence of the 1992 Order and because the Department wishes to ensure that associations continue to achieve high standards of housing management. In addition to those tenants' rights which are provided by statute, this Guidance sets out rights which the Department expects associations to offer to tenants.

4. How will the Department monitor whether associations are following this Guidance?

Primarily this will be by regular monitoring visits to all registered housing associations. In addition all associations will be required to lodge summaries of their lettings policies with the Department and with the Northern Ireland Housing Executive (the Executive). Summaries should also be sent by associations to the other relevant agencies referred to in paragraph B2.2 below.

5. How can the Department enforce compliance with this Guidance?

In the first place the Department believes that associations will be anxious to maintain their reputation for good quality management and that public opinion, arising from widespread publicity, will also stimulate associations to meet the required standard.

Secondly, where failings are found through monitoring, associations will be advised and given a timetable to remedy them.

Thirdly, tenants of associations who have complaints about their landlords and have exhausted the association's own complaints procedures may ask the Department to investigate these matters.

In addition the Department will take into account the extent to which an association complies with this Guidance when deciding whether the association should receive Housing Association Grant or whether a Higher Management Allowance is justified.

Where the Department has reason to believe that there is serious mismanagement of the business of a registered housing association, it can, under the 1992 Order, appoint a person to conduct an inquiry into the affairs of the association (Article 23). If such an inquiry results in a finding of misconduct or mismanagement the Department may, under Article 25 of the 1992 Order:

- Remove or suspend a member of the Management Committee or an officer agent or an employee of the association;
- Appoint a person as a member of the Management Committee;
- Freeze the association's assets; and
- Limit the transactions or the payments which may be made by the association.

Article 11 of the 1992 Order explicitly states that the extent to which an association complies with this Guidance is one of the criteria by which the Department may assess mismanagement.

GUIDANCE

A MEETING HOUSING DEMAND

- A1 The essential purpose of registered housing associations is to provide accommodation for those who are inadequately housed or homeless, and for whom suitable housing is not available at prices within their means, or at all, elsewhere in the local market. This section and section B is guidance for meeting that objective.
- A2 To qualify for registration, housing associations are required to retain their housing stock for letting (note i) and to dispose of it only in particular circumstances. Disposals require the consent of the Department (note ii) and except in limited cases it is the Department's policy to refuse consent for sale of tenanted property except to the tenant or to another registered housing association.
- A3 From time to time the Department will determine in consultation with the Executive, the Federation and the Department of Health and Social Services the priorities of the Housing Association Development Programme and associations are expected to bring forward scheme to enable these priorities to be met.
- A4 Associations should consult and co-operate with the Executive and other relevant public bodies, eg the Area Health and Social Services Board, to identify housing need in any area. They should also ensure that the Executive supports in principle their proposals to meet housing need and should collaborate with voluntary and community organisations to make their housing service known to the relevant members of the public.

A5 Associations are expected to consider expeditiously all requests from tenants to participate in national mobility and exchange schemes.

(Note i – see Article 15 (2) (a) of the 1992 Order)

(Note ii – see Article 13 (2) of the 1992 Order)

B ALLOCATION OF ACCOMMODATION

B1.1 Subject to any special aims and objectives which the Department has agreed, associations should follow closely the Model Selection Scheme produced by the Department. Their schemes should therefore be open, fair and based on housing need.

B.1.2 A few associations currently use waiting lists which are fully integrated with those of the Executive. The Department hopes that such arrangements will increasingly be used by associations but in all cases where associations operate their own waiting lists (eg associations providing accommodation for battered wives, alcoholics, etc) they should ensure that within each list applicants are arranged in order of housing need.

B2.1 Associations should make publicly and freely available a summary of:

- a who is eligible for their accommodation;
- b how members of the public may apply for tenancies, including any arrangements for nominations or referrals from the Executive and other organisations;
- c their policies and procedures for deciding on priority as between applicants, in sufficient detail to enable people seeking accommodation to take a reasonable view of their own priority;
- d their policies and procedures for responding to tenants wishing to move (whether or not by way of exchange dwellings) to other dwellings let by that association or another landlord.

B2.2 Associations should send a copy of this summary to the Department, and to the Executive's local district office(s) in whose area they manage tenanted property. A copy should also be to local advice centres and other organisations advising the public on access to housing and be given to people who apply to the association for accommodation.

B3.1 Associations should prepare annual summaries of their letting activities to include a report on the number and types of lettings to different types of applicant. They should make these summaries available to inquirers. (See also G4).

B3.2 Associations should not deter low income applicants by requiring more rent in advance than that required to cover the first rental period. Returnable deposits should never be required for unfurnished tenancies, and should be kept as low as possible even when furniture is provided.

C TERMS OF SECURE TENANCIES

C1 The Housing (NI) Order 1983 provides secure tenants of registered housing associations with a code of statutory rights (the Tenants' Charter) and requires associations to supply secure tenants with information about their contractual and statutory rights and obligations.

C2 The rights of secure tenants include:

- i security of tenure, subject to associations being able to regain possession on certain defined grounds;
- ii the right of a widow, widower or resident member of a family to succeed to the tenancy on the tenant's death;
- iii the right to take in lodgers;
- iv the right to sublet part of a home with association's written consent.
- v the right to improve a home with the association's written consent.
- vi the right to information about their rights under the Charter, the terms of their tenancy agreements and the arrangements for varying them.
- vii the right to information about allocation, transfer and exchange rules (see section G); and
- viii the right to be consulted about matters affecting their homes and their tenancies (see section F).

C3 When offering tenancies to existing tenants of another association or the Executive, associations should explain to them fully any differences in contractual rights and obligations which the new tenancy will entail.

C4 In addition the tenancy agreement should:

- a state that the association is registered with the Department and is subject to this Guidance; and
- b define clearly the landlord's statutory responsibility for repairs, and the contractual responsibilities for internal decorations and repairs (and replacement of furniture and fittings where relevant).
(see also section E).

D PRINCIPLES UPON WHICH RENT (AND OTHER CHARGES) FOR SECURE TENANCIES ARE TO BE DETERMINED

D1 Article 8 of the 1992 Order removes an obligation on the Department to specify rents charged by registered housing associations on most tenancies granted on or after 16 September 1992. However, tenants of registered housing associations whose tenancies began before 16 September 1992 (except those whose rents were previously fixed by associations) will continue to have their rents determined by the Department. That also applies to such tenants who, after that date, exchange tenancies by mutual assignment with another secure tenant.

D2 Paragraph (7) of Article 8 of the 1992 Order provide that those rents which are fixed by associations may only be increased once in any

period of 12 months and no earlier than 12 months from the tenancy commencement date.

- D3 All accommodation belonging to registered housing associations is intended to be accessible to people on low incomes, whether or not they are in paid employment or in receipt of housing benefit. Therefore for new tenancies beginning on or after 16 September 1992, associations are expected to set and maintain their rents at levels which are within the reach of those in low paid employment. This will usually entail setting rents below market level. Associations should not discriminate in their rent setting between those who are eligible for housing benefit and others.
- D4 In addition associations are expected to take account of the need to cover the costs (after subsidy) of loan charges, and of management and maintenance, including the requirement to make prudent provision for future repairs; and in setting the rent for each dwelling, its size, amenities and condition. Associations may also use location as a factor in their rent setting policy.
- D5 Where associations require tenants to pay service charges they should inform those tenants how their service charges have been calculated.

E MAINTENANCE AND REPAIR

- E1 Registered housing associations must meet their statutory and contractual obligations to keep their housing property fit for human habitation.
- E2 They should inspect their property to ensure that they meet these obligations. They should also make financial provision for long-term maintenance.
- E3 Associations should provide their tenants with information in clear terms on:
- a who is responsible for which repairs;
 - b methods for reporting the need for repairs. These should give tenants open and easy access to their landlords;
 - c how long it should take for defined categories of repairs to be carried out, taking into account the importance to tenants of speed of response;
 - d how emergencies should be dealt with;
 - e what tenants can do if associations fail to meet their repairing obligations;
 - f their policy for planned maintenance, including cyclical decoration of external and common parts; and
 - g their policy for planned maintenance, including the provision of alternative or temporary accommodation, disturbance payments (note iii), compensation (note iv) and the effect on rents.

[Note iii. See Articles 37 and 38 of the Land Acquisition and Compensation (NI) Order 1973.]

[Note iv. Associations have a statutory obligation to pay home loss payments to tenants required to leave their dwelling under the circumstances described in Article 30 (1) of the Land Acquisition and Compensation (NI) Order 1973.]

F CONSULTATION AND TENANT INVOLVEMENT

F1 Registered housing associations should consult all affected tenants about proposed changes to management and maintenance policies or practices, in particular where:-

- a the association proposes a change in the arrangements for management or maintenance, which substantially affects tenants;
- b physical improvements to the dwellings or environment are proposed by the association;
- c the association proposes to change significantly the extent and cost of services paid for out of tenants' service charges; and
- d the association is proposing to transfer its tenanted properties to another association.

In addition associations should periodically consult tenants and/or their representative organisation(s) on their views about existing policies and service delivery, for instance by tenant satisfaction surveys.

Associations should make a reasoned response to tenants and/or their representative organisation(s) when they approach the association on a matter of concern to them or about proposals which they wish to make, including proposals for increasing tenant involvement in management.

F2 Associations should make arrangements for consultation which take into account the views of the tenants affected and the part which representative tenant organisations can play.

The consultation process should ensure that tenants are provided with sufficient information to understand the implications of the association's proposals; and that they are subsequently informed how their views were taken into account.

F3 Associations should help and encourage representative tenant organisations. They should help them to obtain reasonable facilities for meetings and for the proper conduct of their business. They should also provide them with information about the association's performance (see G4) and consult them on policy reviews and similar exercises.

F4 Associations are encouraged to make arrangements or opportunities to enable tenants to participate in the management of the estate or group of dwellings of which they are tenants. All tenants should be informed of these arrangements.

G INFORMATION TO TENANTS

- G1 As described in other sections registered housing associations should inform their tenants and other interested parties about their:
- a policies and procedures for selecting tenants and dealing with transfer requests;
 - b terms of tenancy;
 - c principles and procedures for fixing rent and other charges;
 - d maintenance responsibilities and procedures; and
 - e arrangements for consultation and participation.
- G2 In addition associations should have policies and procedures on the following matters and should inform their tenants of them in plain terms so that tenants and other interested parties may see how individual decisions fit in with them; namely:-
- a for dealing with complaints about the association's service and its treatment of tenants and applicants. This should include an appeal procedure leading the association's Management Committee. Associations are further encouraged to set up arbitration procedures for resolving disputes between themselves and their tenants;
 - b for dealing with tenants' claims for compensation for failure of services, etc.;
 - c for dealing with complaints about serious nuisance caused by other tenants;
 - d for requiring tenants to move to alternative accommodation, and the circumstances in which this might be necessary (note v);
 - e for pursuing arrears of rent and other charges; including the circumstances in which the association may take legal action;
 - f for allowing access to personal information held by the association (see G6);
 - g for meeting the requirements of tenants and members of their family who become disabled.
- G3 The information in G1 and G2 should be provided in writing in plain English, and also, where appropriate, in Braille or on tape. It should also be outlined in person at the beginning of a tenancy and/or in meetings with tenants.
- G4 Associations should make available information about their housing management performance to their tenants and should inform all their tenants what information will be provided on request. Each year they should prepare reports which, as a minimum, should provide information about:
- a the rents charged for different categories of homes;
 - b how quickly repairs were carried out;
 - c the association's success in collecting the rent due from all tenants;
 - d the association's empty properties; and

- e how quickly homes have been let or relet and to what categories of people (see also B3.2).

These reports should be in readily understandable language, using tables and charts where appropriate. Associations are encouraged to circulate these reports, or summaries of them, to all their tenants, through, for instance, an existing newsletter.

- G5 Associations should offer tenants help and advice in applying for housing benefit.
- G6 The Data Protection Act gives people a statutory right (subject to certain exemptions) to see and check details about themselves which are held in the form of computerised data (note vi). Associations should also allow their tenants, former tenants and applicants for tenancies reasonable access to other personal information held about themselves or member of their family (other than that provided in confidence by third parties).

If the tenant, former tenant or applicant considers the records inaccurate he or she should be allowed to correct, or record his/her disagreement with the information held by the association.

(Note v. It is expected that these will only be fully justifiable management grounds, such as the need for vacant possession to carry out necessary works.)

(Note vi. See Data Protection Act 1984)