



Habinteg
Housing Association (Ulster) Ltd

Homes, Lives, Communities



Tenant Handbook

You can access this publication online, in the Tenant section of our website www.habinteg-ulster.co.uk and download to your pc/tablet/laptop/smartphone.



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Do you need assistance with the information contained in this handbook?

Do you require this material in an alternative format.

We work with Language Line to offer an interpreting service, where needed.



Polish

Czy potrzebuje Pan/Pani pomocy z informacjami zawartymi w niniejszym podręczniku lub czy wymaga Pan/Pani tego materiału w alternatywnym formacie?

Portuguese

Necessita auxílio com as informações contidas neste manual ou exige este material num formato alternativo?

Lithuanian

Ar jums reikia pagalbos su informacija, pateikta šiame vadove ar Jums reikia tai alternatyviu formatu medžiaga?

Arabic

هل تحتاج مساعدة فيما يتعلق بالمعلومات الواردة في هذا الكتيب أم هل أنتم بحاجة لهذه المواد في نظام بديل الشكل؟

Chinese

以在这本手册中被控制，或是做你的信息给你需要帮助在一种供选择的格式中需要这种材料？

Romanian

Nu aveti nevoie de ajutor cu informatiile continute in acest manual sau Vreti acest material intr-o alternativa formatul?



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Habinteg
Housing Association (Ulster) Ltd

Welcome

Welcome to your new home - we hope that you will enjoy your tenancy with us.

This Handbook provides information to help you with all aspects of your tenancy. It sets out the obligations and responsibilities of you, the Tenant, and of the Association as your landlord. The Tenancy Agreement you have signed, is legally binding on both parties.

The Handbook may not answer all your questions, and you are welcome to contact our office anytime if you require any information. Information can also be found on our website at www.habinteg-ulster.co.uk

Please keep the handbook in a safe place as you may need to refer to it over the life of your tenancy.

Housing Management Team
Habinteg Housing Association (Ulster) Ltd



Introduction

About Habinteg

Habinteg Housing Association (Ulster) Ltd, is a registered Housing Association in Northern Ireland. We have been operating since 1976 and are one of the largest housing providers in Northern Ireland.

In line with our Vision: ‘**Homes, Lives, Communities**’, we provide housing and housing services for all people, irrespective of age, culture, background, ability or disability. Typically, our developments contain a wide range of house types, including family houses, bungalows and apartments. We build family houses to Lifetime Homes standard and a proportion of bungalows and apartments are specially designed wheelchair user properties.

In addition to our main pattern of house building, we work closely with a number of organisations in the provision of supported housing schemes, including housing with care projects for people with disabilities and/or with particular support needs. See **DIRECTORY**

Our main offices are in Holywood and we have a regional office in Derry/Londonderry. A number of staff members work residentially on our larger schemes.

Vision

HOMES | LIVES | COMMUNITIES

Mission Statement

Habinteg will provide accessible, affordable, inclusive, integrated homes and excellent services to enrich lives and communities of all our customers.

We Value

People, Quality, Integrity, Integration and Engagement

Our Objectives are

CUSTOMER

By involving our customers and stakeholders, we will create sustainable and thriving communities and provide quality homes and services.

OUR PEOPLE

We will value, invest in and empower our people as individuals and teams to improve how we work together.

OPERATIONAL EXCELLENCE

To deliver performance improvement in all areas of our operations .

FINANCIAL

To ensure financial viability and deliver Value for Money.

About your tenancy

Welcome to your new home

INTRODUCTORY TENANCY

Before moving into your new Habinteg home, you will sign the **Tenancy Agreement**. We give all new tenants a trial period of 12 months to show they can keep to the terms of this Agreement, look after their home and live peacefully with their neighbours. This is known as an Introductory Tenancy. If you are moving from a previous Secure Tenancy, you will continue to be a Secure Tenant (see section on the right).

RIGHTS

If you are starting as an Introductory Tenant, you will not have all the rights of a secure tenant. As an introductory tenant the law does not give you the automatic right to take in lodgers; sub-let part of the property, make improvements or exchange your home 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.

BECOMING A SECURE TENANT

We hope your introductory tenancy period is problem-free and that you'll go on to become a secure tenant. If there have been no problems during your Introductory Tenancy this will happen automatically and most people will pass smoothly from their Introductory Tenancy to a Secure Tenancy. As a Secure Tenant you will have all the rights of a Habinteg tenancy.

IF THERE ARE PROBLEMS

As an Introductory Tenant you will receive as much protection as Secure Tenant. If you're the victim of somebody else's bad behaviour during the trial period we'll help you in exactly the same way as a other tenants. If, however, there are reports that you have been acting in an antisocial manner, we will investigate thoroughly and, as an Introductory tenant, you could be evicted more quickly and easily than under a Secure Tenancy. We'll always try to help you if you have any difficulties, but you should be aware of the consequences of breaking the Tenancy Agreement. See **Terminating an Introductory Tenancy**.

Rent, Rates and Service Charges

RENT PAYMENT METHODS

Rent becomes due on Mondays and is payable every week using the following methods:

ALLPAY CARD at the Post Office or any PayPoint outlet. You can use the locator tool to find your nearest outlet at www.paypoint.co.uk

DIRECT DEBIT from your Bank/ Building Society account.

BY POST with a cheque or postal order made payable to **Habinteg Housing Association (Ulster) Ltd.**

BY PHONE with allpay telephone payments on **0844 557 8321** or by calling our offices **028 9042 7211**.

HOUSING BENEFIT credit transfer.

ONLINE using your card reference number at: www.allpayments.net

ALLPAY SMART PHONE APP download from Windows Phone store, Apple App or Google Play.

RENT STATEMENTS

We will send you a statement every 6 months or quarterly on request. The statement provides details of charges and payments made on your account. You should check the statement and keep receipts for any payments made. We have a list of frequently asked questions in connection with rent payments which you can find on the rent and rates section of our website.

PROBLEMS / DIFFICULTIES ?

It is essential that you pay your rent. Non-payment of rent can lead to eviction.

If you have problems paying your rent, contact your Housing Officer as soon as possible. We will do all we can to assist you in making arrangements to pay off the debt. Please also see **APPENDIX 6 - Budgeting**. If you do not make this effort we may take legal action or issue a **Notice of Seeking Possession**. This stays in effect for 12 months. If your arrears increase during this time we may ask The County Court for a Possession Order and you could lose your home.

We have an **Income Recovery Policy** and **Rent Arrears Procedure** - available on request and you can talk to us in the strictest confidence to get advice. We also have a Welfare Advice Officer who, with your agreement, will try and assist you with rent arrears and other debts - this is a free and confidential service. Speak to your Housing Officer or your Community Assistant.

You can also contact other agencies eg Age NI, Citizens Advice Bureau and Advice NI.

www.ageuk.org.uk

www.citizensadvice.co.uk

www.adviceni.net

RATES

We collect your rates together with your rent on behalf of Land and Property Services and they may be subject to annual increases. Wherever possible we will give you reasonable notice of an increase.

SERVICE CHARGES

You may be liable to pay a service charge. The charge is based on the cost of delivering services which are particular to housing scheme in which you live - communal heating or lighting or the services of a residential member of staff and

Community Facility etc. The service charge for each scheme is therefore calculated individually and based on actual costs for the preceding year and estimate for the charge going forward.

We must give you details of the service provided and the costs involved. At the time of signing up for a property with Habinteg, your Housing Officer will complete the Schedule of Service Charge items, detailing the services and the weekly cost for each service. These costs are reviewed annually and may increase or decrease.

SCHEDULE OF SERVICE CHARGE ITEMS

Service Item	Weekly Cost
Communal Cleaning	
Communal Heat & Light	
Communal Fittings	
Laundry Machine Service	
Lift Maintenance	
Window Cleaning in Communal Areas	
Fire Service and Testing	
Scheme based staff Costs	
Fold Telecare	
Door Entry System	
General Miscellaneous	
Landscaping of Communal Areas	
Legionella Testing	
Total weekly Service Charge:	

Service Charges are based on the actual cost of delivery of the service. They are reviewed annually and may increase or decrease.

Rights & responsibilities

Rights of tenancy, lodgers, subletting

As a Habinteg tenant you have rights *and* responsibilities. Both exist to ensure you can enjoy all the benefits of a Habinteg tenancy.

On signing for your home, you will have received a Good Neighbour Agreement (**APPENDIX 2** and see also **YOUR COMMUNITY**). This serves as a commitment that neither you, nor members of your household or visitors to your home will behave in a manner that affects the peace and enjoyment of your neighbours.

ANTI SOCIAL BEHAVIOUR

We are determined to protect you and your community from the misery of anti-social behaviour and we're sure you will want to help us.

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.

The Association has a detailed **Anti-Social Behaviour Policy and Procedures** - available on request

TAKING ACTION

We will formally acknowledge and seek to investigate all reports of Anti-Social Behaviour. Where appropriate, we will provide advice and support and work with other agencies to bring about a satisfactory resolution. In instances where efforts at conciliation have failed, we will take the route of legal action. This may involve Court proceedings and eviction of a Secure Tenant or termination of an Introductory Tenancy.

Please see section on **ENDING A TENANCY** and **TERMINATION**

LODGERS AND SUBTENANTS

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

You may sublet part of your dwelling if it does not cause overcrowding. If you wish to do this you must write to us asking for written permission. 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.

YOUR RIGHT TO KNOW

As your housing association, we will provide you with information about how well we perform.

Each year, we collect facts and figures about our work and provide, in an understandable form, the information which most likely to interest you, including:

- ✓ rent charges for different sizes of home;
- ✓ how quickly we carried out repairs;
- ✓ performance in collecting the rent due from all tenants;
- ✓ information on empty properties (voids);
- ✓ categories of people homes have been let to during the year.

We will provide this information in Habinteg News - our Residents' Newsletter and in How Did We Do? - our review of customer services. These publications are distributed to all tenants and are available to view or download from our website at www.habinteg-ulster.co.uk Information will also be published in our Annual Report - available on our website. We can provide this information at any time on request.

The right to this information is outlined in the Tenants Guarantee (see **APPENDIX 8**). This document is produced by the Department for Social Development NI (DSD). The role of the DSD 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.

About your property

Maintaining your home

When dwellings are new or newly refurbished, repairs and defects are often the building contractor's responsibility for a period of 12 months - Defects Liability Period. You should report any faults to us in the normal way. The following advice will help you to recognise the common issues in new homes.

MOVING INTO A NEW HOME

Take the time to familiarise yourself with the heating system in your home. You will be provided with a manual and given a demonstration.

In a new home building materials will have absorbed water during construction and there will be moisture in the structure. It will not do you any harm but will need to evaporate slowly and be ventilated.

As the home is lived in and heated, timber and plaster will shrink, resulting in small cracks. These cracks are normal - they are not structurally important and can be permanently cured in the usual process of redecoration. Because such minor cracks are inevitable, Habinteg is not legally bound to rectify them and you should carefully read the advice in this section regarding decoration.

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. On external walls it will eventually disappear and on internal walls it can be wiped or brushed away. If efflorescence persists internally, it may indicate a water leak, in which case you should contact Habinteg.

DECORATION

A light water base paint, allowing moisture to work itself out, may be used on walls and ceilings. We strongly advise you not to apply wallpaper during the drying out period (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.

WOODWORK

New woodwork absorbs a lot of moisture and the first painting may not give as good a finish as later coats. If painting yourself, always prepare the surface properly and never paint on wet wood.

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.

VENTILATION

To minimise problems arising from dampness and condensation, you should ventilate your home. Leave windows or trickle vents (vents in the window frame) open for periods each day. Leave internal doors and doors of built-in cupboards open slightly to encourage air circulation during the drying out period.

You need a lot of ventilation in the kitchen and bathroom when drying clothes cooking, washing, etc. This will be the case in a new home or one in which you have lived for some time. The advice given in this section on condensation, will help to minimise any problems.

DAMP AND CONDENSATION

CONDENSATION ON WINDOWS

If you ventilate your home properly, condensation is unlikely, 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. If you have double glazing, there should not be any misting between the panes of glass. If this occurs, contact Habinteg.

CONDENSATION GENERALLY

Most of the reports we receive about dampness and patches of mould turn out to be the effects of condensation. Condensation occurs when moist air reaches a cold surface and deposits some of its water on the surface.

The only permanent cure is to reduce the level of moisture in the air. Take 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 for advice about the your heating system.
- ✓ 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/washing. Open a window to allow steam to escape.
- ✓ Keep the bathroom door closed when washing/bathing and open a window. Use the extractor fan if you have one and leave it on until the steam has cleared.
- ✓ Do not allow kettles and pans to boil longer than necessary.
- ✓ Do not overfill cupboards and wardrobes preventing air flow. Condensation may affect clothes and wardrobes/cupboards.
- ✓ Do not use paraffin or bottled liquid gas stoves. These give off a great deal of water vapour and can cause serious 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.

We have produced a leaflet entitled **CONDENSATION** which is available on request.

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.

See: **FROST PRECAUTIONS**. You can also request a copy of our **WINTER FREEZE ADVICE** leaflet.

CONTENTS INSURANCE

Many people experience damage to their homes during severe weather. Habinteg will repair the damage to its properties but it is not responsible damage to the personal belongings/ furnishings.

We encourage all tenants to take out household contents insurance. There are numerous policies available and you can obtain details by contacting your local insurance broker or checking comparison sites on the internet. Always choose a broker who is registered through the Financial Services Authority and remember to read the policy carefully.

ENERGY - FOR NEW SUPPLY

EU Directives require the energy market in Northern Ireland to be open to competition. There are now several energy suppliers in the region and the list is expanding. You can contact **The Consumer Council** on **028 9067 2488** / **www.consumercouncil.org.uk** for up to date information.

ENERGY COSTS

Help is often available to help consumers reduce their energy costs and make the most of their income. If a fuel bill arrives and you cannot afford to pay, contact your energy supplier immediately. You will often be able to arrange payment by regular instalments.

Contact us if you are experiencing difficulties. The Consumer Council offers advice on Warm Home Grants, Energy Efficiency, Winter Fuel Payments etc and Citizens Advice Bureau can advise on extra help available to pensioners, people with disabilities, long-term illness, or on a low income.

BLOCKED PIPES

Blocked waste pipes occur most commonly in kitchens and bathrooms when food particles or hair has blocked the 'S' bend. Clean drainage pipes occasionally with household washing soda crystals. If a blockage occurs, it can usually be removed with a plunger.

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 pipe work back into place. If you still have a problem, report it to us 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

We recommend that you check detectors at least once a week, by depressing the 'Push-to-Test' button. If the alarm is battery operated and fails to sound, please replace the battery and retest.

If the detector is wired to the mains and does not sound when tested, turn off the mains power and check battery is securely attached. If it starts to beep about once a minute, turn off the mains power and clean the detector. If needed, replace the battery. If it to sound continuously without smoke present - report it to us. Let us know if any of the above problems persist.

CHANGING LIGHT BULBS

Always try to change a bulb during daylight. Use ladders, or similar stable support, if you are reaching up to the ceiling. Where possible, switch off the lights circuit for your house (or that part of your house if you have more than one circuit). Carefully replace the bulb. Only use bulbs which are suitable to the fitting and, where it is possible, use energy saving light bulbs.

WIRING A PLUG

Check the colour coding of the wires. **Brown = live**, **blue = neutral** and **green/yellow = earth**.

- ✓ Unscrew the plug top. **Check you have the correct value fuse for the appliance.**
- ✓ Strip a couple of cm of 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 reaches the correct connection when the outer insulation is 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 correct connection. Screw wires in tightly and refit top.

Home improvements

Repairs, decorations and alterations

REPAIRS TO YOUR HOME

It's in our interest as well as yours to keep your property in a healthy state. At the end of the contractor's liability period in new properties, the care of your home will become the responsibility of the Association and yourself jointly. Some repair items will be our responsibility and some will be yours.

REPORTING A PROBLEM

We aim to carry out repairs quickly and efficiently. You can report a repair directly to your Community Assistant (where applicable), or by contacting our offices by telephone, email, website or calling in person. When reporting a repair you must help us 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 identity when someone visits your home.

In order for our approved contractors to prioritise their work, repairs are categorised as follows:

EMERGENCY = 24 hours

URGENT = 4 working days

ROUTINE = 20 working days

Categories are defined overleaf.

DECORATIONS / ALTERATIONS

We will decorate many of the external fixtures at your home, common landings and staircases regularly. If you wish to decorate the outside of your home yourself, please obtain permission first.

It is your responsibility to decorate the inside of your home. You must keep your home decorated to a fair standard. As advised, do not paper inside walls or ceilings during the drying-out period in new properties.

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. Work may include building extensions, roofspace conversions, removing walls, changing central heating systems etc. Your rent will not increase as a result of any improvements you make but it may result in you paying more rates.

ADAPTATIONS

Adaptation work is covered in our policy **Minor & Major Adaptations Work for people with a disability** which is available on request, as is a leaflet **ADAPTING YOUR HOME**.

REPAIR LIABILITY

Responsibility for carrying out repairs to your home is split between us, the landlord, and you, the tenant.

HABINTEG'S RESPONSIBILITY

EXTERNAL

- ✓ All outside repair work - including structural repairs to walls, outside doors, windows (but not glass replacement), 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) .

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, 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:

- ✓ serious fires
- ✓ gas leaks
- ✓ electrical faults
- ✓ burst pipes
- ✓ blocked main drains (not waste pipes)
- ✓ dangerous walls / chimney stacks
- ✓ 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 services at night or at the weekend (for out of hours **emergency** repairs **Freephone 0800 7313081**). NB You will have to pay for any work carried out which proves to be non emergency.

Our times for response repairs

- ✓ **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 working 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).

TENANT RESPONSIBILITY

EXTERNAL

- ✓ Care and upkeep of gardens, hedges and trees.
- ✓ Cleaning out gulley traps, aqua drains etc.
- ✓ Repair to clothes lines. Rotating clothes lines, where supplied, will be replaced on change of tenancy only where necessary.

INTERNAL

- ✓ Minor repairs / 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, “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 our permission).
- ✓ Replacement of dustbins.

In wheelchair dwellings:

- ✓ maintenance of hobs, ovens and refrigerators which are supplied by the Association.

ELECTRICITY

- ✓ Electric fuses, elements to electric and gas fires, fluorescent light bulbs etc
- ✓ Replacing blown fuses in the main fuse box is your responsibility. (switch off the mains supply and unplug the appliance you think has caused the fuse before replacing) 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 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.

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

Home efficiency

Saving money, caring for the environment

ENERGY EFFICIENT APPLIANCES

If you are thinking of buying a new household appliance be sure to check its energy label which rates products according to efficiency.

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).

Energy		Washing machine
Manufacturer		
Model		
More efficient		
	A	
	B	
	C	
	D	
	E	
	F	
	G	
Less efficient		
Energy consumption kWh/cycle <small>(based on standard test results for 60°C cotton cycle)</small> <small>Actual energy consumption will depend on how the appliance is used</small>		0.95
Washing performance <small>A: higher G: lower</small>	A B C D E F G	
Spin drying performance <small>A: higher G: lower</small> Spin speed (rpm)	A B C D E F G 1400	
Capacity (cotton) kg		5.0
Water consumption l		55
Noise (dB(A) re 1 pW)	Washing Spinning	5.2 7.0
Further information is continued in product brochures		

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.

REGULAR SYSTEM CHECKS

Servicing of heating systems, and specialist equipment / appliances fitted by Habinteg is carried out regularly. This is essential your health and safety and to ensure the efficient running of your system. We will write to you giving you notice of when checks are to be carried out and it is essential that you allow our engineers into your home to carry out this important service. Similar checks will be made of detectors (smoke/CO).

WATER

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:

- ✓ Turn off the tap while brushing your teeth - a running tap wastes over 6 litres per minute
- ✓ Put a brick or filled drink bottle (or purpose made 'hippo') in the toilet cistern to displace some of the water and reduce the amount used for flushing. Be careful to avoid interfering with the flushing mechanism.
- ✓ If you can, use a dishwasher. Hand-washing dishes typically uses more water than a modern dishwasher. 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, saving money, energy and water.
- ✓ Avoid unnecessary toilet flushes by binning cotton balls, make-up tissues etc.
- ✓ Fill a jug with tap water and place in the fridge to avoid over-running the tap for cold drink.
- ✓ Wash fruit and veg in a bowl rather than under a running tap.

OUTSIDE THE HOME

- ✓ Use a watering can rather than a hosepipe in your garden. 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 which runs straight into the sewers. If a water butt is not provided by us, call your local council.
- ✓ Use a bucket and sponge, not a hosepipe, to wash your car.

WASTE

Household waste has an impact on climate change. You can help to reduce this impact by recycling more and reducing waste.

Local councils in Northern Ireland organise domestic recycling schemes - contact them to find out which schemes operate in your area. Most councils provide bins for the collection of recyclable items and most areas have recycle yards for non-collectable waste. The website www.recyclenow.com has detailed information regarding your nearest recycling facilities. Please also contact your council for safe disposal sites of products such as oil, garden pesticides and paint.

We have an **Environmental Policy** which is available on request and we also produce a detailed leaflet - **TIPS FOR REDUCING WASTE** offering additional advice on caring for the environment and recycling.

Health and Safety

Security in your home

Most accidents in the home are avoidable. Minimise the risks by following these simple rules:

ELECTRICITY

- ✓ Switch off appliances after use.
- ✓ Make sure plugs are wired correctly and use correct fuses.
- ✓ Check flexes regularly - never use damaged ones and do not run them under carpets / rugs.
- ✓ Service appliances regularly.

METERS

Tenants should be aware that the metering equipment and cabinets belong to the energy supply companies or to the original provider/installer. Any damage to this equipment will incur a cost for repair or reinstatement.

More importantly, interference or tampering with the metering equipment is extremely dangerous. Tampering with equipment may result in prosecution, disconnection of supply and the removal of equipment but it also has the potential to cause injury and even death. **Don't take any chances - never tamper with metering equipment.**

GAS SAFETY

We have a statutory duty to ensure that all gas appliances, flues and gas pipe work installed by Habinteg is serviced and a gas safety check is carried out (see previous section).

If you smell gas:

- ✓ Extinguish any naked flames. Do not use a flame to find a leak;
- ✓ avoid using electrical switches;
- ✓ open doors and windows;
- ✓ 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 us. In emergency, call **NI Gas Emergency on 0800 002 001.**

We advise the use of CO detectors and have commenced a programme of installing them in our properties where we have fitted gas / internal oil boilers or solid fuel room heaters.

- ✓ 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.

OIL TANK ADVICE

- ✓ Never allow the oil tank to completely run dry as this can damage the boiler. It can also result in blockages to the burner, pipe-work and pump.
- ✓ Never tip the tank up to drain the contents. The practice of 'tank tipping' is extremely hazardous.
- ✓ Except in emergencies, avoid using small containers to fill tank.

Where damage is caused to the heating system as a result of the above practices, a charge will be incurred by the tenant for repair work and environmental clean up.

Habinteg appreciates that the cost of oil is high so please avoid adding needlessly to your fuel expenditure. Speak to your oil supplier about available payment methods. You may also, dependent upon your age and circumstances, be eligible for Cold Weather Payments to help with their fuel bills.

FIRE

- ✓ Check your smoke alarm weekly to ensure it is working properly. (see previous section).
- ✓ Keep matches, lighters and fire-lighting materials out of the reach of children.
- ✓ 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 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 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), evacuate the house and call the fire service.

If a fire alarm sounds at any time, you should evacuate immediately.

For detailed fire safety advice go to www.nidirect.gov.uk/fire-prevention and www.nifrs.org

FROST PRECAUTIONS

Check all water pipes and tanks in the roof or outside are lagged. Make sure taps are turned off at night. Report any dripping taps or running overflows. 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.
- ✓ Turn all hot and cold taps on, to drain as much water as possible.
- ✓ Report the problem to Habinteg as soon as possible.
- ✓ Keep contact number of a registered plumber handy place in case of emergency and our out of hours call helpline **0800 7313081 (emergency only)**.

FALLS

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

- ✓ Do not polish under rugs.
- ✓ Make sure stairs and landings are well lit and 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.
- ✓ Securely fix stair carpets.

GENERAL SECURITY

- ✓ Close windows when you go out and lock front and back doors.
- ✓ Never leave your door key under the doormat or hanging on a string behind the letterbox.
- ✓ 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.
- ✓ Always cancel newspapers / milk before you go away.

KEYS

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

INSURANCE

See **MAINTAINING YOUR HOME**. It is important to take out insurance on all your possessions in your home and to cover accidental damage to fixtures and fittings.

The cost of insurance is quite low compared with the money it may save you and can be usually paid by instalments. Ask for advice.

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

Leaflets: **WINTER FREEZE, HOME SECURITY, OIL SAFETY, GAS SAFETY**. are available on request.

Around your home

Pets, gardens, common areas & bins

PETS

If you wish to keep a household pet (other than a caged bird) you must have Habinteg's permission. This will not be unreasonably withheld.

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

Permitted pets must not cause a nuisance to neighbours or permission may be withdrawn. It is your responsibility to keep your pet under proper control, not let it wander on its own or continually make noise.

COMMON AREAS

Where there are common/shared spaces, tenants should co-operate with their neighbours to keep them clean, tidy and free from obstruction. Where common areas are not cleaned by tenants, Habinteg may undertake these duties and cover the cost through a service charge.

REFUSE STORAGE

We will normally provide a bin for new dwellings or, if necessary, at a change of tenancy.

GARDEN AND YARDS

You are responsible for keeping gardens, yards and front areas tidy and well maintained. If you live in a flat, you should arrange responsibilities with your neighbours. Where gardens are not maintained by the tenants, Habinteg may undertake this work, paid for by a service charge.

Untidy bin areas can become a health hazard, attracting pests and vermin. It is your responsibility to keep the bin and bin areas clean and tidy. Refuse should be bagged before placing in the bin.

Large items of rubbish such as old furniture, toys or prams can be removed by arrangement with your local council.

COMMON ROOMS

Common Rooms, where provided, are for use by individual tenants or groups for appropriate meetings and events. It should be booked in the correct manner and left clean. The person making a booking will be held responsible for any damage. For full details see our **Use of Common Room Policy**.

Your Community

Sustainable neighbourhoods

COMMUNITY ASSISTANT SERVICE

On our larger housing schemes, there is often a residential member of staff on hand to act as a liaison between you, the tenant, and our offices. The Community Assistant (Scheme Supervisor, Concierge etc) can assist with reporting repairs, helping with community issues, sign-posting to services and helping to promote a community spirit.

The Community Assistant is also available to offer assistance (in addition to care provided by Health and Social Care Trusts) for more vulnerable tenants - older persons or persons with a disability. Wheelchair user housing and housing designed for older tenants may be linked to the Community Assistant's home and office by a warden call system. This enables the Community Assistant to answer any emergency calls which might arise and provide appropriate assistance. 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.

Contact details for your Community Assistant (where applicable) appear at the front of this Tenant Handbook.

GOOD NEIGHBOUR AGREEMENT

On signing for your home, you will have received a Good Neighbour Agreement. The Agreement sets out reasonable expectations and asks tenants to pledge to respect the rights of his/her neighbours in the community. We ask that you treat neighbours with respect and look out for them in times of need. We would also hope that you help us to stop nuisance and anti-social behaviour.

When necessary, Habinteg will use legal powers to deal with anti-social behaviour. This may require working with an agency such as the Northern Ireland Housing Executive or local Council to obtain an Anti-Social Behaviour Order (ASBO) or applying for an Order for Possession and/or an Injunction.

We would encourage you to sign the Good Neighbour agreement and keep a copy for reference as a commitment that neither you, nor members of your household or visitors to your home will behave in a manner that affects the peace and enjoyment of your neighbours.

RESIDENT PARTICIPATION

We aim to develop a meaningful relationship with our residents and encourage involvement to help the us continuously improve services.

We promote and offer residents a number of different ways in which to get involved both formally and informally including Residents' Forum, representation at Board and Committee, Scheme Surgeries, Review Groups - see **RESIDENT INVOLVEMENT POLICY** (available on request) and **APPENDIX 7**

RESIDENTS' FORUM

We believe that our tenants and residents are the best people to tell us about the things which matter most to them. The Forum is a focus group with Members elected by neighbours and fellow residents from housing developments right across Northern Ireland.

The Forum, which meets three times a year, has input into the work of the Association, it can voice your concerns and get answers to your questions. Speak to your Housing Officer or Community Assistant for further information.

SHARED FUTURE

In April 2005 the government published the '**SHARED FUTURE**' document outlining how good relations between all people living in Northern Ireland may be achieved - founded on partnership, equality and mutual respect as a basis of good relationships.

Habinteg fully supports the Shared Future agenda and wherever possible, in partnership with the NIHE and local communities, we seek to offer people the opportunity to live in good quality housing, in a shared neighbourhoods, where people of all backgrounds can live and work side by side and where their children can play together.

We produce a Neighbourhood Charter, setting out the principles of a Shared Future Neighbourhood and by signing this, tenants affirm their choice to live in a neighbourhood where diversity is welcomed and respect and tolerance are shown to all.

For further information go to www.ofmdfmni.gov.uk/index/equality-and-strategy/good-relations/community-relations/a-shared-future-strategy.

Ending a tenancy

Moving on, Transfers and Termination

SUCCEEDING A TENANCY?

If you are a secure tenant, (most Habinteg tenants) another member of your family may have the right to take over your tenancy if you die. Your spouse or civil partner can become the tenant if you die, whether or not their name is on the tenancy agreement, as long as they were living in the property at the time. In the event of your death, your parent, grandparent, child, grandchild, brother, sister, aunt, uncle, nephew or niece may also automatically take over your tenancy providing:

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

This also includes partners and step-relatives.

Anyone claiming the right to succeed must tell us within one month of the tenant's death. If there is more than one person entitled to succeed, a spouse or civil partner will take precedence. If all are equally entitled and cannot agree, Habinteg will make the decision.

If a joint tenant terminates a tenancy, the remaining tenant(s) may be granted a new tenancy of

the dwelling. If you are separated / divorced and the court allows you to live in the house instead of your spouse, this does not count as a succession - a family member may still succeed the tenancy. Where a joint tenant dies, the remaining tenant automatically becomes the sole tenant.

Automatic legal succession can only occur once. We will consider giving a tenancy to someone after the tenant's death if it is their only home and they formed part of the tenant's household with Habinteg'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 will be terminated on a Monday but **you must give us four clear weeks' notice** in writing.

Rent will continue to be charged until you return the keys to us - even if you have given four clear weeks' notice. Until we receive the keys, 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.

LEAVING A PROPERTY

It is essential that you leave your house in a good clean condition and remove all your furniture / items. If a repair, cleaning or redecoration is needed, you may be charged if it is your responsibility. We may charge to remove items left in the property. Have meters read, to avoid paying for the supply of the next tenant, and disconnect telephone. Please give us a forwarding address.

TRANSFERS

When you accept a tenancy, it is assumed that the home is suitable. If your circumstances change we will consider Application for Transfer if:

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

However, supply of accommodation is limited and you may not be offered the property/area of choice.

CONDITIONS

Prior to any offer of transfer we will inspect your home to ensure that it is in good repair and reasonably decorated. If it is in an unsatisfactory condition or if you have rent arrears (of more than 4 weeks) or owe recoverable charges you will not be offered a transfer. Transfer is not normally considered for tenancies under two years and you must not have been guilty of serious unacceptable behaviour. If we cannot offer a transfer we will write to you explaining the reasons.

TERMINATING AN INTRODUCTORY TENANCY

If Habinteg intends to proceed to court and seek an order for possession of your home, you will be issued with a Notice to Terminate. As an Introductory Tenant you have the right to request a review of this decision. If 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 be accompanied by another person who may be a solicitor
- ✓ call upon other parties to give evidence
- ✓ put questions to any person giving 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.

COURT PROCEEDINGS

If the review accepts the original decision to terminate an 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. If the court grants the possession order, the Introductory Tenancy will be terminated and you will be asked to leave your home. If you remain in the property, we will proceed to have the Order enforced through the Enforcement of Judgements Office.

If Habinteg is granted an Order for Possession, you may be considered ineligible for housing assistance in the future.

GROUNDS FOR EVICTION

A tenant cannot be evicted unless the County Court grants an Order for Possession to Habinteg. 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 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 provided by Habinteg, 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 provided specifically 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 seeds 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 grounds 1-6, unless it is considered reasonable;
- b. on ground 7 unless suitable alternative accommodation will be available for the tenant;
- c. on any of grounds 8-11, 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.

Directory

PARTNER ORGANISATIONS

Habinteg works in partnership with a range of voluntary and statutory organisations to provide supported housing solutions for people with additional requirements.

Schemes include housing with care projects for people with disabilities, temporary accommodation for people who are homeless and housing with support needs.

We currently have Joint Management Agreements with:

THE CEDAR FOUNDATION;

Client Group: Physical disabilities, Brain injury, Sensory impairment:

Ardkeen, 86 Marlborough Park North, Belfast BT9 6HL

1 Johnston Way, 1 Johnston Way, Lisburn BT28 2XE

Twisel Lodge 19a Church Avenue, Holywood BT18 9BJ

Hillmount Close 104 Finaghy Road South, Belfast BT10 0DG

Hillmount Court Finaghy Road South, Belfast BT10 ODT

The Karuna Home 3-5 Minorca Drive, Carrickfergus BT38 8WP

FIRST HOUSING AID AND SUPPORT SERVICES - FHOSS

Client Group: Rehabilitation:

Damien House 10 Foyle Road, L/Derry BT48 6JY

SIMON COMMUNITY NI;

Client Group: Homeless:

Larne Hostel 1 Curran Rd/Circular Road, Larne BT40 1BS

Newry Hostel 65 Bridge Street, Newry BT35 8AF

Linen Court Linenhall Street, Armagh BT61 7AD

SENSE

Client Group: Sensory impairment:

Eden 41 Edenvale Avenue, Carrickfergus BT38 7NP

BOARD OF SOCIAL WITNESS

Client Group: Rehabilitation:

Gray's Court 31 Cliftonville Avenue, Belfast BT14 6TX

HARMONI

(previously NIID)

Client Group: Homeless:

Utility St Hostel Utility Street, Belfast BT12 5JS

EXTERN

Client Group: Homeless:

Ormeau Centre 5/11 Verner Street Belfast

INSPIRE WELLBEING

(previously NIAMH)

Client Group: Mental health needs:

Millburn Close Knockbracken Belfast BT8 7SS

SOUTHERN HEALTH & SOCIAL CARE TRUST

Glanree House Needham Close, Patrick, St Newry BT35 8EB

EMERGENCY NUMBERS

In emergency requiring **POLICE, FIRE AND RESCUE, AMBULANCE, MARINE AND COASTAL EMERGENCY** or **MOUNTAIN RESCUE** dial **999**

For non-emergency police **101**

The following are for other emergencies and out of hours emergency calls

NIE - faults / supply -

0345 7643 643 (24 hour)

Gas (Phoenix and Firmus) -
0800 002 001 (24 hour)

Department for Regional Development - street lighting -
0300 200 7899

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

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 (free)

IMPORTANT CONTACTS

(non emergency numbers)

Age NI Advice 0808 808 7575
Carbon Monoxide Help Line 0800
408 5500

Housing Rights 028 9024 5640
Northern Ireland Housing
Executive 03448 920 900

HEALTH

HOSPITALS

Altnagelvin Area 028 7134 5171

BELFAST:

Royal 0289024 0503

City 028 9032 9241

Mater 028 9074 1211

South Tyrone 028 8772 2821

Lurgan 028 3832 3262

Daisy Hill Newry 028 3083 5000

Craigavon Area 028 3833 4444

Antrim Area 028 9442 4000

Coleraine 028 7032 7032

Mid-Ulster 028 7963 1031

Whiteabbey 028 9086 5181

ON CALL DOCTOR

Southern HSCT

028 3839 9201

Belfast HSCT

NW 028 9074 4447

SE 028 9079 6220

South Eastern HSCT

Down / Lagan Valley

028 9260 2204

Ards & North Down

028 9182 2344

Northern HSCT

Dalriada Urgent Care

028 2566 3500

Western HSCT

028 7186 5195

SOCIAL SERVICES

Belfast HSCT 028 9504 0100

S Eastern HSCT 028 9055 3100

Northern HSCT 028 9442 4000

Southern HSCT 028 3833 4444

Western HSCT 028 7134 5171

TRANSPORT AND TRAVEL

Translink 028 9066 6630

TransportNI 028 9054 0540

Waterways Ireland

028 6632 3004

TENANCY AGREEMENT Important Note

This is a copy of the Tenancy Agreement as of the revision of 1 August 2014. Please note that four Habinteg housing schemes have additional clauses in the Tenancy Agreement to cover elements which are particular to the property or the location. If you are moving into a property at one of these schemes your Housing Officer will provide you with a tenant copy covering the additional elements and it will replace the version in this handbook.

TENANCY AGREEMENT Tenant Copy*

This Tenancy Agreement is between Habinteg Housing Association (Ulster) Ltd (The Association) as your Landlord.

Habinteg is a Housing Association registered under the Housing Order (NI) 1976 and Industrial and Provident Societies Acts (NI) 1969 /1976.

And _____ (the Tenant)

(If there are two or more Joint Tenants, the term tenant applies to each and the names of Joint Tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement)

The tenancy is a weekly tenancy. This agreement contains rights and obligations for both parties. You are the legal tenant of the dwelling and are required to meet the terms and conditions of this agreement, together with the Association.

The Address of the premises covered by this Agreement is _____
_____ (The Premises) and

the commencement of the tenancy is Monday the _____ of _____

It is a secure tenancy*/It is an introductory tenancy*.

(*Housing Officer to delete as appropriate)

If you are an Introductory Tenant, you will become a secure tenant on the _____ 20_____, provided the Association has not issued legal proceedings against you for possession of the property or the tenancy has not otherwise ceased to be an introductory tenancy by virtue of the provisions of the Housing (NI) Order 2003.

The terms of this agreement apply to both Introductory Tenants and Secure Tenants, except where it indicates otherwise.

The tenancy is also subject to Statutory Provisions contained in Housing Legislation in Northern Ireland and any other affecting legislation.

Section 1- Rent and Other Charges

You must pay the following charges each week from the date this agreement starts which is a Monday.

Weekly Payments

Rent		Service Charge		Heating	
Rates		Support Charge		Other	
Total Charges					

Changes in Rent - The Association may vary the rent by giving the Tenant not less than four weeks' notice in writing. The Rent stated above will not be varied before April. After this, increases will not take place more frequently than annually unless the Association is directed otherwise by the Department for Social Development.

Changes in Rates - The Association will try to give reasonable notice of any variation in Rates but is not required to do so. The Association collects rates on behalf of Land and Property Services.

Service Charge - The charges referred to in the schedule for services (if any) can be reviewed annually, and can be adjusted when there is an increase reasonably incurred. The charge covers the cost of provision of the services.

Support Charge (only applies to sheltered housing schemes). This is a condition of your tenancy. Support provided can be the following:

- General support and counselling in maintaining the safety and security of the dwelling.
- Assisting the Tenant to comply with the tenancy terms.
- The charges may vary accordingly.
- The provision of an emergency alarm system.

* **The charges may vary annually.**

Heating Charge (only applies to sheltered housing schemes) – This covers the provision of heat and hot water to the dwelling.

1. TENANT'S OBLIGATIONS

As a tenant you have certain obligations to the Association and your neighbours. If you fail to comply with these obligations, the Association may consider ending your tenancy which may mean you having to leave your home. You should also refer to your Tenants Handbook for further guidance.

(a) Pay the rent and other charges on time

If you are in receipt of Housing Benefit, Universal Credit or Rent Rebate whether paid directly to the Association or not, it is your responsibility to

ensure that the benefit is paid. You are also responsible for advising the relevant agencies of any change in your circumstances which may affect your benefit.

If you have any difficulty paying your rent you should contact your Housing Officer straight away.

If you do not pay your charges on time the Association may go to court to obtain legal permission to evict you from the dwelling.

(b) Nuisance /Anti-social Behaviour

Tenants have a responsibility for the behaviour of every person, including children, living in or visiting the tenants' home, including responsibility for their behaviour in the home, surrounding land and communal areas.

You must not or allow members of your household or any visitors to cause any disturbance or nuisance to neighbours.

There may be occasions when the Association will decide to take action to evict tenants because of nuisance or anti-social behaviour.

(c) Racial and Other Harassment

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

Examples could be using racist language, threatening violence, using abusive or insulting words or behaviour. Damaging or threatening to damage property or possessions or, writing graffiti.

Staff

Not to commit or threaten to use violence, verbal abuse against staff, agents or contractors.

(d) Give access to the Association or its agents at reasonable times during the day (except in the case of emergencies) to inspect the dwelling or to carry out repairs or other works.

The Association will try to give at least 24 hrs notice. You must also allow prospective tenants to view the dwelling if you have given notice to terminate your tenancy.

(e) Repairs – report repairs promptly once they become apparent

Keep the interior and exterior of the premises, including fixtures and fittings provided by the Association, in good repair throughout the duration of the tenancy. Pay for the repair of any damage done to the premises not

due to ordinary wear and tear to a standard approved by the Association. Carry out any repairs for which you are responsible as detailed in the Tenants Handbook.

Leave the premises in good repair, decoration and condition at the end of the tenancy. You will be responsible for paying the Association the cost of failure to do so.

(f) Communal Areas

You and your guests should use communal areas responsibly and take reasonable care to keep them clean and tidy.

You must maintain security and keep fire escape routes clear and easily accessible.

(g) Alterations

You must obtain written consent before undertaking any alterations, additions or improvements to the premises

You must not affix or attach any object, including satellite and television aerials, to the exterior of the premises without obtaining the prior consent, in writing, of the Association.

Introductory Tenants do not have the right to carry out alterations.

(h) Gardens

Keep any garden which is the responsibility of the tenant in good tidy order.

You must not put up structures such as sheds or garages anywhere on the premises without getting the Association's written permission first

(i) Keys

You must pay for the replacement of any lost keys, the supply of any additional keys and any costs associated with their loss e.g. changing of locks

(j) Vacate the premises if informed by the Association that this is necessary for repair or rehabilitation of the premises, as long as the Association provides suitable alternative accommodation.

(k) Vacate the premises if there is no longer a disabled member of the family occupying a dwelling specifically designed for the disabled, as long as suitable alternative accommodation can be provided by a recognised housing authority.

(l) Possession

To take possession of the dwelling at the start of the Tenancy and not to part with possession or sub-let the whole of the premises. Not to sub-let

part of the premises without the written consent of the Association; this consent will not be unreasonably withheld.

Introductory Tenants cannot sublet or take in lodgers.

(m) Use of Premises

To use the premises for residential purposes as the Tenant's only or principal home and not to use as business purposes (or for any other than residential).

(n) Parking

Not to park or allow the parking of any caravan, boat, vehicle or other items or goods within the premises or their neighbourhood in such a way as to cause a nuisance or annoyance to the occupiers of neighbouring or adjoining premises or in such a way as would obstruct any roadways, forecourts, communal access areas.

(o) Pets

Not to keep pets on the premises without obtaining the prior consent in writing from the Association. If we give consent you must keep the pet under proper control and not allow them to cause a nuisance to any other person.

(p) Ending the Tenancy

Give the Association 4 weeks notice (from a Monday) when terminating your tenancy. Give vacant possession and return the keys of the premises at the end of the tenancy and to remove all furniture, personal possessions and rubbish and leave the premises and the Association's fixtures and fittings in good condition and repair.

The Association accepts no responsibility for anything left at the premises by the tenant at the end of the tenancy and will dispose of any such items as it thinks fit and without notice

2. RESPONSIBILITIES OF THE ASSOCIATION

Repairs

- (a) Provide such caretaking, gardening, lighting and cleaning services in relation to communal areas of the estate (if any) as it considers necessary and as far as possible to efficiently maintain such services.
- (b) Maintain and keep in good repair the structure and exterior of the premises. Maintain any item in the Premises which is the Association's responsibility.
- (c) Keep in repair and working order all pipes for the supply of water, central heating and for sanitation and all cables for supply of electricity.

Insurance

- (d) Insure the structure of the building and the fixtures and fittings it provides (Tenant is responsible to insure their own contents/personal possessions)

Consultation

- (e) Consult with tenants on matters of management, maintenance, improvements or demolition of dwellings on the estate owned by the Association and on the provisions of services or amenities for the estate where these matters are not included in rent payments or charges for services.
- (f) Provide information on allocations, transfers and exchange procedures.

Tenants Guarantee

You will be provided with information on the Associations housing management policies as required by the guidance issued by the Department for Communities using its powers under Article 11 of the Housing Order 1992, commencement of tenancy.

Personal Information

The Association is obliged to comply with the Data Protection Act 1998. We will keep any personal information you give us strictly confidential

RIGHT TO OCCUPY

To give the Tenant possession of the Premises at the commencement of the tenancy and not to interfere with the Tenant's right to peaceful and proper enjoyment of the premises, as long as the Tenant complies with his responsibilities under this Agreement, except where:

- access is required to inspect the condition of the premises or to carry out repairs, alterations, improvements or other works to the premises or adjoining property
- a court has given the Association possession by ending the introductory tenancy or secure tenancy. Grounds on which the Association may seek possession of a secure tenancy are listed in the Tenants' Handbook.
- Abandonment by a tenant which allows the Association to end a tenancy and re-enter into possession without a court order if it has reasonable grounds to believe the dwelling has been abandoned and serves the appropriate notices subject to the tenant's right to appeal.

Equal Opportunities

The Association will take every possible step to ensure that tenants are treated fairly and equally and will comply with equality legislation

3 RIGHTS OF THE ASSOCIATION

- (a) The Association reserves the right to add to or vary the terms and conditions set out in this Agreement. In the event of any such variation the Association will serve a preliminary notice inviting the Tenant's observations, and after consideration of these observations a further notice may be served after which the variation will come into effect.
- (b) The Association reserves the right to enter on the premises for the purpose of rebuilding or executing repairs or alteration to the premises or any adjoining premises or for the purpose of repairing or maintaining the channels, sewers, drains, watercourses, pipes and cables belonging to or running through, under or over the premises, making good all damage to the premises thereby caused.

4 BREACH OF TENANCY CONDITIONS

- (a) If the rent is not paid within 14 days of the due date (whether formerly demanded or not) the Association may after thorough investigation of the circumstances begin legal proceedings to recover the rent and/or re-possess the premises.
- (b) If any breach of this Agreement (including any variation) takes place the Association may, if after contact with the Tenant the breach is not remedied, serve him, her or them with a Notice Seeking Possession.

I/We accept the tenancy in accordance with the conditions set out in this Agreement.

5 Witnessed

Signed on behalf of the Association _____

Position _____

Date _____

Signed by Tenant / all Joint Tenants _____

Date _____

GOOD NEIGHBOUR AGREEMENT Tenant Copy

Habinteg Housing Association (Ulster) Ltd is committed to tackling anti-social behaviour, as and when it arises, but to do so we need your support. We will not tolerate such behaviour taking hold in your neighbourhood and ask for your commitment to positively engage with us so that we can put such behaviour in the past.

Being a Good Neighbour

Habinteg is asking all its tenants to treat their neighbours with respect and look out for them in times of need. We should be especially vigilant in the care of the vulnerable and elderly in our community. We believe that by being a good neighbour you will not only be helping us to stop nuisance and anti-social behaviour but you will be contributing to a more positive, confident and outward looking community.

About this agreement

As a Habinteg tenant, we would encourage you to sign this agreement as a commitment that neither you, nor members of your household or visitors to your home will behave in a manner that affects the peace and enjoyment of your neighbours.

What is Anti-Social Behaviour?

Anti-social behaviour is defined as acting in a manner that causes, or is likely to cause alarm, harassment or distress to one or more people in another household.

Habinteg's Responsibilities

Habinteg will respond to complaints of anti-social behaviour and carry out investigations which will include interviewing the complainant and the alleged perpetrator. In carrying out our investigations to resolve anti-social behaviour we will liaise and exchange information with other agencies. These agencies may include the Police Service for Northern Ireland, the Northern Ireland Housing Executive, the local District Council, Youth Justice Agency and Social Services.

When necessary, Habinteg will use legal powers to deal with anti-social behaviour. This will require working with an agency such as the Northern Ireland Housing Executive or local Council to obtain an Order for Possession and/or an Injunction or an Anti-Social Behaviour Order (ASBO)

What can you do to be a good neighbour?

- There are many things you can do to help prevent nuisance and anti-social behaviour. Some examples are listed below:
- Respect for all neighbours and their property and fairness in dealing with everyone, irrespective of their religion, race, ability, culture or political belief.
- Care for the elderly, the lonely and the vulnerable in the community.
- Accept that everyone is different and be tolerant of the lifestyles of others, particularly with regard to noise levels.
- Be responsible for the behaviour of your children and anyone visiting your home.
- Respect the rights of children and young people to play and meet in a safe and happy environment.
- Residents are respectful of the environment in which they live through upkeep of a clean and tidy neighbourhood, free from antisocial behaviour.
- Recognition that a good community spirit benefits all through healthy inter-action and mutual support in dealing with local problems.
- If any problem arises, every resident has the right to approach any constituted group set up by the residents, the Habinteg or other statutory body, in order that the problem may be sorted out amicably and to the satisfaction of all concerned.
- Residents in flats or other shared buildings have additional responsibilities given that they live in close proximity to each other and this may have implications for noise levels and shared access areas
- Within the above charter, people have a right to choose the extent to which they engage in the community
- I / We have read and agree to all the principles of this Agreement.

Your agreement with Habinteg:

It is acknowledged that each signatory pledges to respect the rights of his/her neighbours in the community and to fully exercise his/her responsibilities within the context of the agreement.

I agree that whilst I am a tenant of Habinteg, I will do everything I can to be 'a good neighbour' and will not behave in any way which may be considered 'anti-social'.

I understand that if any member of my household or visitors to my home act in a way which can be considered as being anti-social, Habinteg will take action for breach of my tenancy agreement which may lead to legal action being taken against me.

Signed _____ (Tenant) Date _____

Witnessed _____ (Habinteg) Date _____

HABINTEG CHARTER

PEOPLE

Working for people, with people, through people

All people - customers, employees and colleagues - should, at all times, be treated with and treat others with respect. This is the overarching principle of our interactions with one another. People will be listened to, treated courteously, valued and supported.

QUALITY

Driving continuous improvement across all our services

The work we do and the services we provide must fulfil our Mission Statement and be of the highest quality. We will build quality homes and provide a quality support service. Staff members will be suitably trained and professionally supported in their roles.

INTEGRITY

Being honest, respectful, transparent and trustworthy in all that we do

Habinteg will be honest and open in its dealings with customers and staff members. Staff members will likewise be honest with each other, displaying integrity in the workplace and positively representing the Association at all times.

INTEGRATION

Embracing diversity, equality and opportunity. Enhancing inclusive living experiences for all our customers

We will treat all our customers and staff members fairly, without prejudice or preference and will oppose discrimination. We will actively promote good relations and regularly train and develop all staff members in line with our Equality Scheme.

ENGAGEMENT

Working to develop dynamic services both internally and externally, through teamwork, collaboration and partnership

We will strive to ensure best practice and continuous improvement working with partners and colleagues to best serve customers and enhance the working environment of staff members.

PRINCIPLES OF CUSTOMER CARE

All customers

We will treat you with respect - courteously, fairly and equally - and provide you with choice.

We will answer your calls and correspondence with us promptly and aim to connect you with the person who is best able to deal with your enquiry.

We will greet you respectfully, identify ourselves properly and treat your enquiries with due attention and confidentiality.

Tenants / Residents

We will provide you with and comply with the Tenancy Agreement, Tenant Handbook, the Tenants Guarantee and our Policies and Procedures.

We will maintain your property in line with our commitments.

We will provide clear, up to date, relevant customer information. We will ensure it is published, distributed (where applicable) and made available online.

STANDARDS OF CUSTOMER SERVICE

We aim, at all times, to provide the highest possible quality of service through adhering to the standards set out below.

Respect - We will:

- treat you with respect - it forms the basis of all our interactions;
- treat you, and expect to be treated in return, courteously and helpfully.

Equality - We will:

- treat all people fairly and equally regardless of 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.

Choice - We will:

- offer you choice as far as possible in relation to all service delivery areas including allocations, maintenance and complaints;
- wherever possible and reasonable, offer alternative format of information, including translation and interpreting services;
- provide core services online to ensure convenience and choice and, if you have additional needs, endeavour to supply specialised services.

Confidentiality - We will:

- not ask you for personal information unless it is relevant to your enquiry;
- handle all information you provide confidentially and in accordance with Data Protection law.

Introduction and Identification - We will:

- address you by your name (when known);
- fully introduce ourselves before commencing any discussions with you;
- supply names and contact details in letters and emails;
- when meeting customers, wear name badges or carry appropriate, verifiable ID;
- attend to you within two minutes of your arrival at our offices and, if you have an appointment, a member of the relevant team will see you within five minutes of your arrival (ten minutes, if you do not have an appointment);
- where available, provide interview rooms to ensure privacy;
- if unable to deal with your enquiry during your visit, respond within three working days and if we cannot directly assist, we will explain why and attempt to refer you to the appropriate body;
- display any departure from office opening hours (Holywood and North West - 8:45am - 4:45pm, Monday to Thursday and 8:45am - 4.30pm, Friday) and change answering messages accordingly;
- display the opening times of residential offices.

Correspondence - We will:

- aim to respond to your letters and emails within 5 working days and, wherever possible, as soon as possible after receipt of your correspondence;
- send an automated reply to website correspondence, a personal acknowledgement on the first working day after receipt and a response from a relevant staff member within 5 working days from the acknowledgement;
- in cases where it is not possible to respond fully within 5 working days, send an acknowledgement, explain the reason for the delay and respond in full within 15 working days from receipt of your correspondence.

Telephone - We will:

- answer your call promptly (within 3 rings / 7.5 seconds);
- greet you appropriately and aim to connect you as soon as possible with the staff member able to deal with your enquiry;
- when unable to connect you, provide the option to leave a voicemail (prompted by a clear, up-to-date voicemail greeting) or message or to speak to another staff member;
- where unable to provide immediate answer to a query, take all necessary details and call you back at the earliest opportunity.

Complaints - We will:

- produce, publish and make available in print and online, a clear and comprehensive Complaints Policy and Procedure*;

- acknowledge your complaints within 5 working days and aim to respond in full within 15 working days. (On occasion, additional response time may be necessary. Please see the Complaints Policy and Procedure for full information);
- apologise where mistakes have been made and aim to put matters right as soon as possible.

Publishing Information - We will:

- provide clear, up-to-date, relevant information in plain English and annual performance data against standards and targets;
- publish hard copy information where applicable and ensure availability of all relevant material online;
- ensure that appropriate Association publications, including our Complaints Policy and Procedure*, are available in reception areas;
- keep our website up to date and provide relevant online information in an easy navigable and accessible format.

Tenant/Resident Services - We will:

- provide tenants / residents with a property suitable to their needs and with appropriate, fully functional amenities and services;
 - if eligible, place you on the waiting list within four weeks of applying for a transfer of accommodation;
 - let you view your home before accepting it;
 - conduct a thorough sign-up process ensuring all information is supplied at the commencement of tenancy and conduct a survey six weeks from commencement of your tenancy;
 - provide you with, and comply with, a Tenant Handbook, a Tenancy Agreement and a Tenant's Guarantee;
 - promote and support a 'menu' of options for Resident Participation including the Residents' Forum to ensure engagement and encourage your involvement;
 - consult with you on any major changes in the way we manage your tenancy or regarding any building work planned for your home;
- provide a Response Maintenance and Planned Maintenance service for the upkeep of properties and will complete all repairs and work within agreed timescales.

*Our **Complaints Policy** and **Procedure** is reproduced in full in Appendix 5.

Complaints

COMPLAINTS POLICY

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 weekly. Details of the volume of all complaints received will be reported annually in Habinteg’s *Resident Newsletter* and our *Annual Report*.

We welcome 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.

COMPLAINTS PROCEDURE for those using the Association’s services

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. 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 information is required 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 relevant Director at the Association's Head Office. The Director will consider your complaint and provide a full reply within 15 working days.

Stage 3

If you remain dissatisfied after you have received the Director's response you may appeal against the outcome. At this stage you must put your appeal in writing to the Chief Executive, at the Association's Head Office. The Chief Executive will consider your appeal and provide a full reply within 15 working days. 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.

Reasonable expectations of tenants are contained in the 1992 DOE (NI) Tenants Guarantee and our own published Standards are published in the Customer Charter - both are reproduced in full in this Tenants Handbook.

The NI Public Services Ombudsman

If you remain dissatisfied after you have exhausted the Association's Complaints Procedure, you have a right to bring complaints about the Association's actions to the Northern Ireland Public Services Ombudsman. It is normally expected that you will have used Habinteg's internal complaints procedure before bringing a complaint to them.

Northern Ireland Public Services Ombudsman

(& Northern Ireland Local Government Commissioner for Standards)

Progressive House, 33 Wellington Place, Belfast, BT1 6HN

Telephone: **028 90233821**
Email: **nipso@nipso.org.uk**
Text phone: **028 90897789**
Web: **www.nipso.org.uk**
Free phone: **0800 34 34 24**

You can request an official Complaints Form, should you prefer this method, from our offices or download from our website.

Appendix 6

INCOME / OUTGOING BUDGET TABLE

Writing out a budget can be very helpful in getting finances sorted out. It involves balancing the money coming in with the money going out in order. It's best to budget for the length of time between getting your main regular source of income. So, if you get paid monthly, do a monthly budget, and if you get your pay or benefits weekly, do a weekly budget.

INCOME	WEEKLY	MONTHLY
Income Support / Jobseekers Allowance		
Employment and Support Allowance		
Housing Benefit		
DLA / AA		
Tax Credits		
Child Benefit		
Wages/Salary		
Other		
TOTAL INCOME		
OUTGOINGS	WEEKLY	MONTHLY
Rent / mortgage		
Rates		
Electricity / gas / home heating oil (or other)		
Mobile phone / phone / internet / TV packages		
Food / household		
Alcohol / Tobacco		
TV Licence		
Vehicle expenditure / Travel / bus fares		
Clothes		
Newspapers / magazines		
Fines		
Loans / hire purchase payments		
Credit / store cards		
Savings		
Other		
TOTAL OUTGOINGS		
TOTAL INCOME MINUS TOTAL OUTGOINGS		

RESIDENT INVOLVEMENT

Did you know that you could be having a much greater say in how we deliver our Services?

We are committed to partnership working with residents and community groups. We welcome involvement from all - residents, tenants, home owners and anyone who use our services; all have a contribution to make. There is a wide variety of involvement mechanisms in place, from organised groups, one off events, face to face and online consultation. We also welcome your own ideas on how we can involve you and improve our partnership work.

RESIDENT INVOLVEMENT MENU

The Residents' Forum

Residents' Forum members are elected by their own community to represent Habinteg schemes right across Northern Ireland. The Forum meets at least three times per year, providing an opportunity for genuine involvement in customer services.

Representation and Scrutiny

Resident representatives sit on the Housing Management Committee, Board Scrutiny Panels and Mystery Shopping panels, demonstrating a commitment to involving residents at the most senior level within the organisation and providing opportunity to genuinely examine our services.

The Armchair Panel

Members of the Armchair Panel can provide feedback on certain service delivery areas without the need to attend meetings. Members represent their own view, and those of their household, rather than their community.

Scheme Surgeries

Housing Officers and Maintenance Officers are in attendance at each development at least once every eight weeks, to discuss relevant issues with residents on a one-to-one basis.

Tenant Satisfaction Surveys & Service Review Groups

Tenant Satisfaction Surveys and Leaseholder Satisfaction Surveys provide vital feedback and help to identify areas for improvements. Service Review Groups provide an additional channel influencing service delivery.

Direct Involvement of Residents

The Association regularly involves residents in consultation, advising on proposals, inviting comments and providing the opportunity for discussion. Consultation takes place by individual visits, by telephone or online.

For information or to express an interest contact your Housing Officer

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.

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The Guidance

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| A. Meeting housing demand | E. Maintenance and repair |
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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 5.

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 .

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

- B.1.1** 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 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)

CONTACT INFORMATION FOR YOUR TENANCY

YOUR HOUSING OFFICER IS:

YOUR MAINTENANCE OFFICER IS:

YOUR COMMUNITY ASSISTANT* (WHERE APPLICABLE) IS:

Name: _____ Tel: _____

Address:

YOUR COMMUNITY ASSISTANT'S OFFICE HOURS ARE:

Mon: _____ Tue: _____

Wed: _____ Thur: _____

Fri: _____

*See **Community Assistant Service** in section on **YOUR COMMUNITY**

 Alex Moira House
22 Hibernia St
Holywood BT18 9JE

Exchange House
2nd floor, Queens Quay
Londonderry BT48 7AS

 **028 9042 7211**

028 7136 0015

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NWoffice@habinteg-ulster.co.uk

 habinteg-ulster.co.uk

 twitter.com/habintegNI

TEXT MESSAGING SERVICES

You can text us on **07375 343 344** For the following services, you can text: **RENTS** to contact your Housing Officer; **BAL** for your latest account balance; **REPAIR** report repair; **DD** set up Direct debit; **CARD** order new payment card.

FOR EMERGENCY REPAIRS (SERIOUS PLUMBING OR ELECTRICAL FAULTS ETC) OUTSIDE OFFICE HOURS, PLEASE CALL FREEPHONE 0800 7313081 (GLASS REPLACEMENT IS TENANT'S RESPONSIBILITY.)