

TENANCY AGREEMENT

Table of Contents

1. TENANCY AGREEMENT	4
2. TENANTS RIGHTS AND RESPONSIBILITIES	5
Who has these Legal Rights?.....	5
Who is a Secure Tenant?.....	5
What is Security of Tenure?	5
Who decides whether the Alternative Accommodation is Suitable?	6
Supposing GHA ask you to move and you don't want to?.....	6
What happens to your Tenancy when you die?.....	6
Can you take in Lodgers or Sublet your home?	6
What about Improvements?	6
Do Improvements affect your Rent?.....	7
What does GHA have to Consult Tenants about?.....	7
What happens if your Tenancy Conditions are to be changed?	7
What happens if you leave your home for a Reasonable Period?.....	7
What should you do if you no longer wish to a GHA Tenant?	7
LIST A:	7
LIST B:	8
GENERAL CONDITIONS OF TENANCY:	9
PART 1 – TENANT’S OBLIGATIONS:.....	9
Rent:.....	9
Repairs and Maintenance:	9
Use of Dwelling:	9
Occupation:	9
Nuisance to Neighbours:	9
Caravans, Etc.....	9
Gas:.....	9
Pets:	9
Planning and Building Control:	10
Structures:.....	10
Keys:	10
Assignments, Exchanges, Etc.	10
Compensation for Damage:.....	10
End of Tenancy:	10
Access:.....	10
PART 2 – LANDLORDS OBLIGATIONS:	11
Landlord Repairs:	11
Quiet Enjoyment:.....	11
PART 3 – MUTUAL TERMS:	11
Termination of Tenancy:.....	12
Remedies for Tenants Breach:.....	12
Improvements:.....	12
Term of Tenancy:	12
Variation of Rent:.....	12
Rates Increases:	12
Other Tenancies:.....	12

Enforcement:	13
Serverability:	13
Headings:	13
Variation:	13
Roads and Footpaths:	13
REPAIRS WHICH ARE GHA RESPONSIBILITY:	13
External Works:	13
Electrical Works:	13
Plumbing Repairs:	14
Doors/Windows:	14
REPAIRS WHICH ARE TENANTS RESPONSIBILITY	14
External Works:	14
Internal Works:	14
Electrical Works:	14
Repairs To Cooking and Heating Appliances:	14
Plumbing Repairs:	14
Doors/Windows:	15
Structural and Other Repairs:	15
3. RENT, RATES AND HOUSING BENEFIT.....	15
Payment by Cash:	15
Payment by Standing Order:	15
Payment by Housing Benefit:	15
Rent Arrears:	16
4. REPAIRS, ALTERATIONS, AIDS AND ADAPTATIONS	16
Reporting Repairs:	16
Typical Emergency Repairs:	17
Typical Urgent Repairs:	17
Landlord Repairs:	18
External Repairs	18
Doors and Windows	18
Plumbing Repairs	18
Electrical Repairs	18
External Works	19
Structural Repairs	19
Doors and Windows	19
Plumbing Repairs	19
Fireplaces and Chimneys	19
Electrical Repairs	19
Alterations:	19
Aids and Adaptations:	20
5.TERMINATION OF TENANCY, TRANSFERS AND EXCHANGES 20	20
Transfers	20
Exchanges	21
Decanting	21
6. HOUSE SALES POLICY	21
Discounts	22
Joint Purchase	22
Resale	22
7. COMPLAINTS	22

8. HOME SAFETY.....	23
Electricity:.....	23
Bottled Gas:.....	24
Flats and Maisonettes:	24
Solid Fuel:	25
Risks from Fire:	25
What to do in the case of Chip Pan Fires:	25
Smoke Detectors:.....	26
What to do in the case of Fire:.....	26
Insurance:.....	26

1. THIS IS A TENANCY AGREEMENT BETWEEN

GROVE HOUSING ASSOCIATION LTD (The Association)

Of: 171 York Road, BELFAST BT15 3HB AND

_____ (The Tenant)

Of: _____

IN RESPECT OF: _____

The Tenancy begins on _____ **and is a**
secure tenancy, the terms of which are set out in this Agreement, with rent due to
be paid weekly.

I acknowledge receipt of the Tenancy Agreement and agree that I understand it and will abide by its terms.

Signed by the Tenant or all Joint Tenants: _____

Date: _____

Signed on behalf of the Association's _____

Management Committee: _____

Date: _____

Grove Housing Association Ltd is registered with the Department of the Environment (NI), registration number R14. The Association is subject to any guidance on housing management practice issued by the Department and this Tenancy is one to which the Tenant's Guarantee applies.

2. TENANTS RIGHTS AND RESPONSIBILITIES

Please Note:

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

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

The Main Rights Are:

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

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

Who has these Legal Rights?

All 'secure' tenants.

Who is a Secure Tenant?

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

What is Security of Tenure?

The GHA tenancy agreement gives you security of tenure but you may also have security of tenure under the relevant statutory provisions. Security of tenure means protection against eviction by GHA who can only gain possession if there is a court order (accept in the case of an abandoned property). To get such an order, GHA has to satisfy the Court that there is good reason for making you move i.e. by showing that one or more 'grounds for possession' summarised at the end of this section applies.

The reason may have something to do with your conduct as a tenant, such as failure to pay the rent when due, or GHA may have good management reasons for making alternative use of the property. If your conduct is the reason, the Court must be satisfied that it is reasonable for you to leave your home. If good management is the

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

Who decides whether the Alternative Accommodation is Suitable?

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

Supposing GHA ask you to move and you don't want to?

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

What happens to your Tenancy when you die?

Under Law, if you are a secure tenant, your tenancy will pass to your wife or husband on your death, where they have been living with you. Alternatively, certain close relatives who have been living with you for at least 6 months and the property is their principal home may also be given the tenancy. If the property is not suitable we may offer alternative accommodation. While only one succession is required under the 1992 Housing Order, GHA may allow certain circumstances a further succession by members of your family.

Can you take in Lodgers or Sublet your home?

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

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

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

What about Improvements?

You have the right to carry out improvements including decorating the outside of your home, providing you obtain GHA written consent. GHA is allowed to impose

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

Do Improvements affect your Rent?

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

What does GHA have to Consult Tenants about?

GHA has to consult tenants about matters of Housing Management which substantially affect its tenants or category of tenants, or the tenants in a particular scheme. GHA will determine the best way to consult its tenants which may vary according to the issue and whom the issue relates.

GHA is a community based housing association and its entire ethos is based around the 'Community' principles.

What happens if your Tenancy Conditions are to be changed?

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

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

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

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

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

What should you do if you no longer wish to a GHA Tenant?

You are obliged to give GHA 4 weeks written notice of your tenancy termination. The notice should be forwarded to the GHA office.

LIST A:

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

1. Dwellings let on a long lease or created by an equity sharing lease.
2. Dwellings on land which has been bought for redevelopment and which is only being used as temporary accommodation until the redevelopment takes place.

3. Dwellings let to employees of GHA and where the contract of service requires the dwelling to be occupied for the better performance of their duties.
4. Dwellings let expressly on a temporary basis to persons moving into an area to take up employment there.
5. Dwellings which GHA had leased from someone else and which are to be given up empty when the owner wants them.
6. Dwellings which are illegally occupied, whether or not the squatters are being charged for the use and occupation of the properties.
7. Temporary lettings to people who are not secure tenants in their previous home which is being improved or repaired.
8. Dwellings which comprise licensed premises or are let as business tenancies.

LIST B:

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

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

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

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

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

8. The tenant is occupying a dwelling which has been specially altered to make it suitable for a person with special housing needs, but there is no longer such a person living there and GHA require the dwelling for such a person.
9. The tenant is occupying a dwelling in a group of dwellings let to people with special needs near some special facility (eg. An old people's club) and there is no longer a person with those needs in the dwelling and GHA require the dwelling for someone with those needs.
10. The tenant has succeeded to a tenancy and the dwelling is larger than he/she reasonably needs. (This can only be used between 6 and 12 months from the previous tenant's death. It cannot be used against the widow or widower of the previous tenant). In determining whether or not it is reasonable to make an order for possession, in a case of succession, the Court will take the age of the tenant, the period during which the tenant occupied the dwelling as his/her only or principal home and any financial or other support given by the tenant to the previous tenant, into account.

GENERAL CONDITIONS OF TENANCY:

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

PART 1 – TENANT’S OBLIGATIONS:

The tenant promises as follows:

Rent:

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

Repairs and Maintenance:

2. To maintain the dwelling in a clean and tidy condition, to make good any damage to the dwelling wilfully or negligently caused by the Tenant or any other person lawfully living in or lawfully visiting the dwelling, to maintain and keep in repair anything for which the Tenant is Responsible.

Use of Dwelling:

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

Occupation:

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

Nuisance to Neighbours:

5. Not to do or permit or suffer to be done in the dwelling or within the curtilage or neighbourhood of the dwelling in such a position or in such a manner as to cause a nuisance or annoyance to the occupiers of any neighbouring or adjoining premises.

Caravans, Etc.

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

Gas:

7. Not to store or permit or suffer to be stored any bottled Gas if the dwelling is a flat or maisonette within a complex of 4 or more storeys in height.
8. Not to store or permit or suffer or to be stored any bottled Gas without the written permission of GHA if the dwelling is any other type of flat with shared access.

Pets:

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

Planning and Building Control:

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

Structures:

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

Keys:

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

Assignments, Exchanges, Etc.

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

Compensation for Damage:

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

End of Tenancy:

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

Access:

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

- b) Not seek to exercise such a right of access at any time prior to 9.00am or after 6pm.

PART 2 – LANDLORDS OBLIGATIONS:

GHA promise as follows:

Landlord Repairs:

1.
 - 1) To keep in repair the structure and exterior of the dwelling.
 - 2) To maintain any item in the dwelling which is a GHA responsibility.
 - 3) To decorate the exterior of the dwelling at least once every 5 years (unless the tenant wishes to carry out external redecoration in which case consent will not be unreasonably withheld).
2. GHA's obligations to repair and maintain and decorate must be construed subject to the following:
 - a) GHA is not under any duty to repair or maintain anything which is the Tenant responsibility or to carry out any works for which the tenant is liable by virtue of this agreement or otherwise.
 - b) GHA is not under any duty to repair or maintain anything:
 - i) Which was not constructed or provided by GHA or Any person from which it derives title or Any previous tenant (other than anything which was constructed or provided by the tenant and in respect of which construction or provision the consent of GHA has been forthcoming): or
 - ii) Which the tenant is entitled to remove from the dwelling.
 - c) GHA is not under any duty to rebuild or reinstate the dwelling in the case of destruction or damage by fire, tempest, flood or other inevitable damage. However in any such case GHA will normally rebuild or reinstate, unless in its opinion:
 - the cost of doing so would be disproportionately high or
 - there are other special reasons for not doing so.
 - d) In determining the standard of repair or maintenance necessary for compliance with GHA's obligations in that connection, regard is to be had to the age, character and prospective life of the dwelling at the time of the need for the relevant repair or maintenance.
 - e) GHA is not under any duty to carry out any work by virtue of its obligations to repair and maintain until a reasonable period had elapsed after the General Manager has been given written specific notice (by or on behalf of the tenant) of the need for such work.

Quiet Enjoyment:

3. If the tenant pays the rent and observes and performs all the Tenant's Obligations under this Agreement, the tenant may quietly enjoy the dwelling without any interruption by GHA or any person claiming through or under GHA except that such interruption is expressly or impliedly permitted by the Agreement (in particular pursuant to clause 3 in part 3).

PART 3 – MUTUAL TERMS:

GHA and the Tenant mutually agree as follows:

Termination of Tenancy:

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

Remedies for Tenants Breach:

2. If the tenant fails to observe or perform the Tenants Obligations under this Agreement or otherwise, GHA may serve written notice on the tenant, specifying the respects in which there has been such failure and requiring the tenant to remedy that failure within 14 days. If the tenant does not comply with such notice, GHA, its employees and persons authorised by the General Manager shall be entitled to enter the dwelling and execute any works necessary to remedy the failure and GHA shall be entitled to recover from the tenant, as a debt payable on demand, its costs in carrying out and arranging for the carrying out of such works.

Improvements:

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

Term of Tenancy:

4. The Tenancy is a weekly tenancy.

Variation of Rent:

5. GHA may vary the rent and any other charges payable in respect of the dwelling, by giving written notice to the tenant of such variation, at least 4 weeks prior to the coming into effect of such variation.

Rates Increases:

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

Other Tenancies:

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

Enforcement:

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

Serverability:

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

Headings:

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

Variation:

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

Roads and Footpaths:

12.
 - i) this Clause applies to any unadopted public right of way in the ownership of GHA adjoining or neighbouring the dwelling and to which the Public has access.
 - ii) GHA do not accept liability to the tenant either in his/her capacity as a tenant or as a member of the Public in respect of the state of repair or maintenance of any such Public right of way.

REPAIRS WHICH ARE GHA RESPONSIBILITY:

External Works:

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

Electrical Works:

1. Electrical wiring.
2. Repairs to electrical appliances, fires and heaters installed by GHA.
3. Ceiling roses and lamp holders.
4. Sockets and switches.

Repairs to Cooking and Heating Appliances:

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

Plumbing Repairs:

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

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

Doors/Windows:

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

Structural and Other Repairs:

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

REPAIRS WHICH ARE TENANTS RESPONSIBILITY

External Works:

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

Internal Works:

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

Electrical Works:

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

Repairs To Cooking and Heating Appliances:

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

Plumbing Repairs:

1. Washers of taps.
2. Stoppers on baths, sinks and basins.

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

Doors/Windows:

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

Structural and Other Repairs:

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

3. RENT, RATES AND HOUSING BENEFIT

Your rent and rates is payable weekly, fortnightly or monthly in one of the following ways.

Payment by Cash:

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

Payment by Standing Order:

You may pay by standing order through the bank. The necessary forms and details are available at the Associations office. By using this method payments will be made automatically on your behalf by your bank.

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

Payment by Housing Benefit:

Housing Benefit is processed and paid by the NIHE and is 'Means Tested'. GHA staff can offer advice and information on procedures in the completion of Housing Benefit application forms, which are available at our office. It is recommended that all tenants apply for Housing Benefit.

GHA tenants in receipt of Housing Benefit have their rent and rates reduced, with many tenants having little or nothing to pay.

It is recommended that tenants give permission to the NIHE to pay Housing Benefit direct to the Association so that any changes or alterations can be pursued by GHA staff on your behalf and save you the need.

Rent Arrears:

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

GHA advise that you should always communicate with GHA staff to resolve all arrears matters which are dealt with in a sensitive and confidential manner. If you are in arrears and do not make an arrangement to repay, you may not be able to transfer, you may not be able to exercise your right to buy, and your dwelling may be excluded from modernisation or major repair schemes.

Furthermore, the costs of taking a case to court will be added to your overall debt.

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

- a) Proceedings can be initiated to recover the debt through the Courts. If the arrears are not paid the Association can obtain a Court Order which may be enforced by the Enforcement of Judgements Office, requiring your employer to deduct rent payments from your earnings.
- b) Direct deductions can be made from your Social Security Benefits, or your salary if you work for a Public Authority.
- c) As a last resort, the Association will initiate legal proceedings for the possession of the dwelling. This may result in eviction.

4. REPAIRS, ALTERATIONS, AIDS AND ADAPTATIONS

Your Tenancy Agreement outlines which repairs GHA are responsible for and those which you should carry out. The ultimate aim of the Association is to provide an efficient and effective Housing Management Service which includes the maintenance and repair to dwellings. GHA endeavour to make best use of the finance available to comply with the landlord responsibilities outlined in the tenancy agreement.

Reporting Repairs:

If the repair is the Associations responsibility, report it immediately to the Associations office, giving accurate details of the nature and extent of the fault. If in doubt, contact the Association. GHA would request that you advise us of a suitable time for inspection. GHA will raise a repair request for the approved works and inform you of the classification group the repair falls into and indicate when the work is likely to commence. The selected GHA sub-contractor will be advised immediately of the repair request and requested to obtain access details from yourself directly.

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

Please note: Always request proof of identity before allowing anyone into your property.

Emergency To be undertaken within 24 Hours

Urgent To be undertaken within 4 days

Routine To be undertaken within 4 weeks

Typical Emergency Repairs:

Building Repairs Dangerous walls, chimney stacks, floors, securing dwelling from vandalism or forced entry

Plumbing Repairs Burst water pipes and tanks, blocked sewers

Electrical Repairs Failure of cooker circuits, failure of Economy 7 (in Winter), failure of all lights

Room heater Repairs Blocked flues/fumes (in Winter), escape of gas

Typical Urgent Repairs:

Building Repairs Fallen roof slates, major damp penetration, glazing where GHA is responsible

Plumbing Repairs Lack of hot water, leaking radiators, faulty w.c. cisterns

Electrical Repairs Failure of socket circuits, fault to immersion heater

Heating Repairs Failure of central heating pumps and boilers

Typical Routine Repairs:

Cleaning or repairing gutters. Easing door and windows. Plasterwork repairs. Kitchen cupboards and worktops

After Hours Emergencies:

In the event of an emergency outside normal office working hours, tenants are Requested to telephone:-

07885298078 or 9446 0444

Please Note: This must only be used in **Real Emergencies**, for example, a burst pipe or electrical fault.

Landlord Repairs:

External Repairs

1. Garden paths, walls, fences and gates.
2. Repairs to walls, doors, windows (but not replacement of glass), roofs, chimneys, gutters, downpipes and housedrains.
3. Maintenance of communal landscaped areas.

N.B. Bins will only be replaced at the commencement of a new tenancy if required.

Structural Repairs

1. Walls (but not internal plaster cracks), staircases and structural timbers.
2. Walls and floor tiling.
3. Architraves, skirting boards, windows, cills and other internal woodwork.
4. Airbricks and ventilators.
5. Timber rot.
6. Roof insulation, subject to age and condition.

Doors and Windows

1. Window frames and sashes (but not latches).
2. Internal and external doors, saddles and door frames.
3. Hinges, locks and handles on external doors.
4. Letter boxes.

Plumbing Repairs

1. Cleaning blocked sewers, drains and waste pipes (but GHA may recover the cost from the tenant if blockage is due to misuse).
2. Boilers and hot water cylinders.
3. Pipework, taps and radiators and fittings.
4. Servicing central heating pumps.
5. Replacement of sinks, baths, wash-hand basins and w.c. bowls subject to age and condition.

Heating Systems

1. Servicing solid fuel roomheaters and oil-fired boilers.
2. Replacement of heating systems subject to age and condition.
3. Repair of fire surrounds, except fireplace tiles.

Electrical Repairs

1. Electrical wiring.
2. Repairs to electrical appliances, fires and storage heaters where installed by GHA.
3. Ceiling roses and lamp holders.
4. Sockets and switches.

Painting and Redecoration

1. External paintwork as part of a cyclical maintenance programme.

Tenant Repairs:

External Works

1. Care and upkeep of gardens and hedges.
2. Cleaning of gully traps.
3. Replacement of bins (except at the commencement of a new tenancy).

Structural Repairs

1. Internal plaster cracks.

Doors and Windows

1. Internal door hinges, locks and handles.
2. Hinges, handles and catches on kitchen units and other furniture.
3. Draught proofing.
4. Replacement of broken glass.
5. Curtain rails.
6. Coat hooks.

N.B. Glass will only be replaced under exceptional circumstances

Plumbing Repairs

1. Washers on taps.
2. Chains and stoppers for baths, sinks and wash-hand basins.
3. Replacement of w.c. seats.

Fireplaces and Chimneys

1. Repairs to fireplace tiles.
2. Sweeping chimney.
3. Replacement of glass panels and fire bars in roomheaters.

Electrical Repairs

1. Repairs to any electrical appliance not installed by GHA.
2. Light bulbs and fluorescent tubes.
3. Fuses (except main fuses).

Alterations:

You should not make any alterations without requesting the Association's permission first. This should be done by letter and include:-

1. Changes to kitchen units or bathroom suite.

2. Knocking down of inside or outside walls.
3. Changing the central heating system.
4. External redecoration.

Permission will not be given if the alterations:-

1. Make the dwelling less safe.
2. Increase maintenance costs for the Association.
3. Reduce the value of the property.
4. Do not comply with either Buildings Regulations or Planning Requirements.

Aids and Adaptations:

The Association is anxious to ensure that it provides a service which is responsive to the needs of all its tenants. It is particularly concerned that the needs of people with disabilities are recognised and met.

The responsibility for assessing and advising on the housing needs of people with disabilities including the need for adaptations lies with the Occupational Therapy departments of the Health and Social Services Boards. The Occupational Therapist will provide aids and recommend any adaptations to be made.

The Association will endeavour to carry out any adaptations or modifications requested by the Occupational Therapist in accordance with Building Regulations.

5. TERMINATION OF TENANCY, TRANSFERS AND EXCHANGES

If you wish to terminate your tenancy, you must give 4 weeks notice in writing. All tenancies terminate on Monday. This is part of the tenancy agreement you have signed and failure to notify the Association may result in you being charged rent when you no longer occupy the property. Your tenancy will not be terminated until you return the keys to GHA.

Do not forget to notify Northern Ireland Electricity to have your meter read in order to avoid paying for electricity by the next tenant.

Also have the telephone disconnected.

Please let us know your forwarding address so that we may send on any mail.

It is essential that you leave your house in good clean condition. If any repairs are needed, you may be charged for it, if it is your responsibility.

You should move all your furniture and belongings and leave the dwelling empty.

Transfers

GHA may be able to arrange a transfer for you if you have been a tenant for two (2) years and have a clear rent account. You may apply earlier on medical or social grounds. You should remember, however, it is not possible to help everyone at once and those who have the greatest need will be the first to be offered another property.

You may also transfer to a property owned by the Northern Ireland Housing Executive or another Housing Association under the Common Waiting List.

Tenants of GHA should submit a transfer request to the Association rather than the Housing Executive. Before you are offered a transfer we shall inspect your present home to ensure that it is in good repair . You will not be offered a transfer if your dwelling is not in a satisfactory condition or if you are in rent arrears (except under exceptional circumstances).

If your personal or family circumstances change we will consider applications for a transfer on the following grounds:-

1. If you are overcrowded.
2. If your accommodation is too large.
3. If there are serious medical or social reasons why you need to move.

Please contact your Housing Officer if you require a transfer to alternative accommodation.

Exchanges

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

Decanting

Decanting occurs when the Association wishes to carry out the following work:-

1. To renovate an unimproved property which has an existing tenant.
2. To carry out major repairs on property which involves the Association gaining vacant possession in order to carry out the necessary repairs.

Decanting involves the movement of existing tenants to another property on either a temporary or permanent basis.

In accordance with the Department of the Environment Circular tenants moving into alternative accommodation will be entitled to first and second stage decant payments depending on whether they remain in the new accommodation provided or return to their original property once work has been completed.

6. HOUSE SALES POLICY

Most GHA tenants can apply to buy their home. It is the Association's policy not to sell the following:-

1. Sheltered Dwellings.
2. Bungalows.
3. Properties adapted for disabled persons (at the Association's discretion).

Tenants in arrears may apply but the sale will not be completed until the rent account is clear. Applications must be in writing and tenants may apply at any time irrespective of the length of tenancy.

GHA will pay for an Independent Valuation Officer. He/She will value the property and inform the Association formally of the Market Value he/she has assessed the dwelling at. GHA will collect all relevant information and liaise with the DSD (NI) to determine the 'Offer Price' to the tenant which will take account of the discount entitlement (where applicable).

Discounts

Discount will not be allowed where the market value of the dwelling is less or equal to the amount it cost to provide the dwelling (Historic Cost). In cases where the market value is less than the Historic Cost, the selling price will be the market value. Where the market value is greater than the Historic Cost, the discount will be allowed subject to the final price not being less than the Historic Cost.

The Historic Cost is applicable up to 8 full financial years after completion of the dwelling.

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

When an offer price has been determined GHA will formally offer the dwelling for sale to the tenant for the agreed price. Solicitors will execute the legal sale on an agreed date and the sale is complete. Traditionally the process takes about 3 months to complete.

Joint Purchase

A tenant may purchase his/her home jointly with another person(s).

Maintenance Costs

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

Resale

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

7. COMPLAINTS

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

If you are unhappy about the service you have received, you may wish to make a complaint. GHA respect and accept the principles of dealing with complaints and have

established a formal system to deal with complaints. All matters are dealt with in the strictest confidence.

What to do

Step 1

You should first raise any complaint with your Housing Officer either verbally or in writing. The Housing Officer shall attempt to resolve the matter as quickly as possible and reply to you in writing within 5 working days.

Step 2

If the matter has not been resolved, and the Association receives a further complaint, either verbally or in writing, the complaint shall be referred to the Senior Officer. The Senior Officer shall liaise with the appropriate Housing Officer to obtain all relevant details. The Senior Officer shall reply to you within 10 working days

Step 3

If you are still not satisfied, a further written complaint may be made to the Association's Management Committee, and the Chairperson will reply to you within 10 working days.

Step 4

At this stage if you feel that the problem has not been satisfactorily resolved, you may take your complaint to the Department for Social Development (Housing Associations Branch).

Department for Social Development
Housing Associations Branch
Complaints Section
10th Floor River House
48 High Street
BELFAST
BT1 2DR

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

8. HOME SAFETY

Electricity:

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

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

Never run an electrical appliance from a light fitting. Do not run flexes under carpets and where flexes fray, see that they are repaired immediately. Know where your fuse box is located and how to change a fuse correctly. If in doubt, ask for advice from a qualified electrician. You should keep some spare fuses in the event of an emergency.

Avoid using multi-plug adapters and follow manufacturers instructions where applicable. Further advice on electrical safety may be obtained from any N.I. Electricity showroom.

Bottled Gas:

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

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

Heaters:

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

Cookers:

- If you decide to use bottled gas for cooking in your home, your cooker must form part of a fixed installation. All fixed installations using LPG (Liquid Petroleum Gas) must comply with the code of practice for LPG and relevant fire regulations. All work should therefore be carried out by approved installers.
- Propane is supplied in propane (red) cylinders and should be stored in a secure, fire-proofed well ventilated enclosure.
- Butane is supplied in Butane (yellow) cylinders and is accepted as a fixed installation providing the cylinders are housed separately from the living, cooking and sleeping areas. Butane cylinders require protection from extreme low temperatures and should not be stored outside without protection.

Flats and Maisonettes:

The use of bottled gas is forbidden in blocks of flats, and if you use or store bottled gas, then you are in breach of your Tenancy Agreement. Tenants of maisonettes must write to the GHA Senior Officer for written permission, if they wish to use bottled gas in their home. GHA would ask its tenants choosing bottled gas to consider the

consequences of a leak or explosion, both to the tenant and his/her family but also the effect it would have on his/her fellow tenants in adjoining flats and reconsider the options available.

Solid Fuel:

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

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

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

Remember: Smokeless Fuels give off poisonous fumes when burning therefore you should ensure your room heater is maintained correctly.

Please Note: Any perceived faults by the tenant should be reported to the GHA office for immediate raising of a repair request.

Risks from Fire:

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

Never use petrol or paraffin to light a coal fire.

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

What to do in the case of Chip Pan Fires:

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

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

Smoke Detectors:

In view of the risks of fire in the home and the dangers from lethal fumes that are produced by modern furniture when it is burning, GHA recommend that tenants install smoke detectors in their homes. These should also be checked on a regular basis.

What to do in the case of Fire:

(no matter how small)

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

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

Insurance:

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

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

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