

TENANCY AGREEMENT (2010 Edition)

SECTION 1 – INTRODUCTORY AND SECURE TENANCIES

1. Introductory tenancies

On becoming a Tenant of Grove Community Housing Association for the first time the Tenant will be an Introductory Tenant unless he or she, or in the case of joints tenants one or more of them, held a Secure Tenancy at the time in another Registered Housing Association or in the Northern Ireland Housing Executive. An Introductory Tenancy allows the Tenant to prove to the Association that he or she is able to abide by the Tenancy Agreement provisions.

As long as the Introductory Tenant has not breached the Tenancy Agreement over a one year period, he or she will become a Secure Tenant at the end of that year. If there are breaches, under certain circumstances the Introductory Tenancy may be extended or it may be terminated by following proper procedure.

Some of the rights of a Secure Tenancy do not apply to an Introductory Tenancy including the rights to exchange, to purchase the home, to sub-let or take in lodgers and to make major alterations to the home.

2. Secure Tenancies

A Secure Tenancy means that the Association cannot end the Tenancy without a Court Order for possession, unless the Tenancy has been abandoned. It also means that the Tenant has all the rights listed under Section 6 of this Tenancy Agreement.

SECTION 2 - RENT

1. Rent

In this Agreement the term “Rent” refers to the sum of the basic rent, rates and any service charge applicable at the start of this Introductory or Secure Tenancy or as varied from time to time in accordance with this Agreement. The rental period is weekly and payment is due on the first day of each rental period, which is Monday.

2. Rent, Rates and Service Charges

The amounts of rent, rates and any service charge initially payable are those detailed in the letter offering the Tenancy.

3. Changes in Basic Rent

The Association may vary the basic rent payable for the dwelling by giving the tenant not less than four weeks notice in writing of the change. The basic rent will not be varied before 1st April following the commencement of Tenancy. After this, increases will not take place more frequently than annually unless the Association is directed by the Department responsible.

4. Changes in Rates

If rates or other local charges are collected with the rent, the Association will try to give four weeks notice of any variation but is not required to do so.

5. Service Charge

The Association will endeavour to give four weeks notice of an increase in any Service Charge or its introduction but is not required to do so. The Tenant will be notified in writing of any substantial changes in the services being provided.

SECTION 3 - REPAIR OBLIGATIONS

Details of the obligations of the Association and the Tenant are provided in the Tenants Handbook. General responsibilities are outlined below.

1. Repairs which the Association is responsible for:

- (a) Keep in good repair the structure and exterior of the Dwelling.
- (b) Keep in good repair and proper working order any installation provided by the Association for space heating, water heating and sanitation and for the supply of water, gas ,oil and electricity.
- (c) Take reasonable care to keep any common parts in reasonable repair and fit for use.
- (d) Providing a refuse bin at the start of the tenancy.

2. Repairs which the Tenant is responsible for:

- (a) Minor items that can reasonably be carried out by the Tenant such as changing light bulbs, oiling locks and hinges, tightening screws and minor internal plaster cracks.
- (b) Interior decoration.
- (c) Care and upkeep of gardens, paving, hard standing etc.
- (d) Anything constructed or provided by the Tenant that the Association has not agreed to take responsibility for.
- (e) Making good any damage to the Dwelling or any common parts wilfully or negligently caused by the Tenant, or any other person lawfully living in or lawfully visiting the Dwelling. If the Tenant fails to make good damage for which he or she is responsible, the Association may carry out the work and recover the cost from the Tenant.

3. Repairs and rent arrears

The Association is not under any duty to carry out non-essential repairs if the Tenant is four weeks or more in arrears. (Arrears due to Housing Benefit assessment are excepted.) An essential repair is one which is required to ensure the safety of the occupant(s) or which keeps the building weatherproof. If the tenant has arrears of four weeks or more but is reducing them by regularly paying a sum off the arrears plus his or her Rent, the Association will acknowledge this by carrying out those non-essential repairs for which it is normally responsible.

SECTION 4 - THE ASSOCIATION'S FURTHER OBLIGATIONS

THE ASSOCIATION AGREES:

1. The Tenant's Right to Occupy

To give the Tenant possession of the Dwelling at the commencement of the Tenancy and not to interfere with the Tenant's possession as an Introductory Tenant or his or her right to possession as a Secure Tenant as long as the Tenant complies fully with this Agreement, except where:

- (a) Access is required to inspect the condition of the Dwelling or to carry out repairs, alterations, improvements or other works to the Dwelling or to the adjoining property.
- (b) A court has given the Association possession by ending the Tenancy.

2. Tenants Guarantee

To provide the Tenant with information on its housing management policies as required by the Guidance issued by the Department responsible, and other relevant legislation.

3. Insurance

To insure the building, fixtures and fittings it provides (but not the personal possessions of the occupants).

4. Sale of Dwellings to Tenants

The Association operates the House Sales Policy as laid down from time to time by the Department responsible. Introductory Tenants do not have the right to buy their homes during the introductory year.

5. Permission

The Association will not unreasonably withhold its consent on matters requiring permission.

SECTION 5 - THE TENANT'S FURTHER OBLIGATIONS

THE TENANT AGREES:

1. Possession

To take possession of the Dwelling at the start of the Tenancy, and not to part with possession of the Dwelling or sub-let the whole of it.

2. Use of Dwelling

To use the Dwelling for residential purposes as the Tenant's only or principal home and not to operate a business at the Dwelling without the written consent of the Association.

3. Rent

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

4. Conduct

The tenant shall act in a responsible manner both in respect of the treatment of the Dwelling and any adjoining premises, and in respect of conduct likely to cause a nuisance or annoyance to the occupiers of any neighbouring or adjoining premises. The Tenant is also responsible for the behaviour of any other person lawfully living in or lawfully visiting the Dwelling.

The following are examples of behaviour that may be considered a nuisance or annoyance to others:

- Unacceptably loud or continuous music or other noise connected with the Dwelling. Levels of noise or disturbance considered reasonable or deemed unacceptable will depend on circumstances such as the volume and the time of day. Normally no noise should be able to be heard next door or outside the Dwelling between 11.00pm and 7.30am.
- Domestic disputes, or verbal or physical abuse of any person.
- Drunkenness or drug abuse.
- Placing any person in fear of physical assault.
- Damage to property belonging to the Association or anyone else.
- Racial or other harassment. This includes not having respect for persons of different gender, religious belief, political opinion, racial group, age, marital status or sexual orientation and for people with disabilities.

5. Parking

Not to park or allow to be parked within the curtilage or neighbourhood of the Dwelling any car, van, caravan, boat or any other vehicle or item in such a position as to be a nuisance or annoyance to the occupiers of any neighbouring or adjoining premises.

6. Upkeep of the Dwelling

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

7. Reporting disrepair

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

8. Access

To allow the Association's employees, or those authorised by it, access at all reasonable hours to inspect the condition of the Dwelling or to carry out repairs or other works to the Dwelling or adjoining property. The Association will try to give at least 24 hours notice and come between 9.00am and 6.00pm. Immediate access can be required in an emergency.

9. Planning and Building Control

Not to use or allow the Dwelling to be used in any way contrary to laws relating to Planning and Building Control. This may include additions or structural alterations to the Dwelling.

10. Common Parts

To use any common parts reasonably and to take reasonable care to keep them free from obstruction and fit for use by other occupiers and visitors. Also to observe any obligation relating to their use such as maintaining security or sharing cleaning.

11. Overcrowding

Not to allow more people than in the Association's opinion are appropriate to reside in the Dwelling.

12. Pets

To obtain the Association's written permission to keep more than one domestic pet in a house and any pet in a flat or maisonette. To keep under control any pets kept at the Dwelling.

13. Liquefied Petroleum Gas and Paraffin

Not to store or use any Liquefied Petroleum Gas (LPG) or paraffin in any of the Association's flats.

14. Keys

To pay for the replacement of any keys given as part of the tenancy that are subsequently lost or mislaid.

15. Permission for Additions and Alterations to the Dwelling

To request permission from the Association before doing any of the following (Introductory Tenants may not carry out major alterations or additions):

- Outside the Dwelling - erecting or allowing to be erected any movable or immovable structure such as a shed.
- Inside the dwelling - carrying out any structural alterations, or other alterations such as removing existing doors and fitting new ones, changes to the electrical installation, fitting new windows, fitting new kitchen units or worktops, removing the kitchen or bathroom vinyl or laying other flooring over it, fitting a new bathroom suite or removing wall tiles.

16. Ending the Tenancy

- To give the Association at least 4 weeks notice in writing to terminate the tenancy with the last day of the notice period being a Sunday.
- To give the Association vacant possession and return the keys to the Dwelling at the end of the Tenancy.
- The Tenancy will not end and rent will be due until both the notice period has expired and the keys of the Dwelling have been handed to the Association.
- To remove all furniture, personal possessions and rubbish and leave the Dwelling and the Association's fixtures and fittings in good lettable condition and repair, fair wear and tear excepted.
- The Association accepts no responsibility for anything left at the Dwelling by the Tenant at the end of the Tenancy and will dispose of any such items as it thinks fit and without notice.
- The Association will recover from the Tenant the cost of:
 - repairing any damage to the Dwelling caused by the Tenant or those for whom he or she is responsible (fair wear and tear excepted), and
 - clearing any possessions and rubbish left by the Tenant and cleaning the Dwelling.

SECTION 6 - TENANT'S RIGHTS

A Secure Tenant has the following rights which are explained in more detail in the Tenants Handbook. An Introductory Tenant does not have the right to security of tenure, to exchange, to purchase the home, to sub-let or take in lodgers and to make major alterations to the home.

1. Security Tenure

The Tenant has security of tenure so long as he or she occupies the Dwelling as his or her only or principal home and subject to the Association being able to regain possession on the grounds summarised in Section 7.

2. Succession

On the death of the Tenant, his or her spouse, a family member or carer may succeed to the Tenancy.

3. Assignment

The Association is legally obliged to consent to an assignment only if a Court orders it as part of family law litigation or if a Tenant has a legal right to an exchange.

4. Lodgers

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

5. Sub-letting

Part of the Premises may be sub-let after the Tenant applies to the Association in writing and receives written consent.

6. Improvements to the Dwelling

The Tenant may make alterations and additions to the Premises with the Association's written consent.

7. Information

The Tenant has a right to information from the Association about the terms of his or her Tenancy and arrangements for varying them, about the Association's repairing obligations and its policies and procedures on tenant consultation, housing allocation and transfers and exchanges. The Tenant also has the right under the Data Protection Act to check information held by the Association about him or her.

8. Consultation

The Association will consult with the Tenant before making changes in matters of housing management or maintenance which are likely to have a substantial affect on the Tenant.

9. Exchange

The Tenant has the right to exchange the Tenancy by assignment with that of another secure tenant of a registered housing association or of the Northern Ireland Housing Executive subject to the prior written consent of all parties.

10. Right to buy

The statutory right for tenants to purchase their homes on terms laid down by the Department responsible applies to the majority of the Association's dwellings.

11. Changing this Agreement

Apart from rent payments, the Terms of this Agreement may only be altered by statutory provision, by mutual agreement between the Association and the Tenant, or by the Association inviting comments from the Tenant on the proposed changes and afterwards serving a notice of variation.

SECTION 7 – GROUNDS FOR SEEKING POSSESSION OF THE DWELLING

The information provided in this Section is a summary of statutory provisions and is for general guidance.

1. INTRODUCTORY TENANCIES

The Association can end an Introductory Tenancy if the Tenant breaks the terms of their Tenancy Agreement by building up serious rent arrears or through anti-social behaviour. If correct procedures are followed, the Court must grant possession to the Association. Details of the procedure are in the Tenants Handbook.

2. SECURE TENANCIES

1. Security of Tenure

For Secure Tenancies, the Association can seek possession only through the Courts and on the limited Grounds set out in statute, as summarised in this Section.

2. Notice of Seeking Possession

At least four weeks before proceedings for possession are begun, the Association will give the Tenant a written notice which explains the reasons why it intends to seek possession. Notice of proceedings is not required under Ground 2. If the Tenant requests it, the Association will be willing to meet with him or her to discuss the matter, although under no legal obligation to do so.

3. Grounds for Eviction Without the Offering of Alternative Accommodation

- 1) Not paying rent or other charges due, or breaking any of the obligations of Tenancy described in this Tenancy Agreement.
- 2) The Tenant or anyone residing in the Dwelling or visiting being a nuisance or annoyance to neighbours or others in the locality, or being convicted of using the Dwelling for immoral or illegal purposes or convicted of an arrestable offence.
- 2A) The Tenant or the Tenant's partner has left the dwelling because of violence committed in the home by the other partner and is unlikely to return while the other continues to remain.
- 3) The Tenant or anyone residing in the Dwelling damaging or failing to look after the Dwelling, or the common parts also used by other tenants.
- 4) Damage to any furniture provided by the Association caused by the Tenant or anyone residing in the Dwelling.
- 5) Getting the Tenancy by a false statement.

- 6) Money being paid in connection with an assignment by way of exchange.
- 7) The Dwelling was only given as temporary accommodation while the Tenant's principal home was being renovated and those works are complete.

4. Grounds for the Association Obtaining Possession with Alternative Accommodation Being Offered

- 8) The Premises are to be demolished or require major works which cannot reasonably be carried out without vacant possession.
- 9) The accommodation was designed for a physically disabled person, there is no longer such a person living there and the Association requires it for another disabled person.
- 10) The accommodation has been provided for persons with special housing needs, there is no longer such a person residing in the Dwelling and it is required for letting to such a person.
- 11) The Dwelling is in a group of dwellings let to people with special needs so they can be near a service or special facility, there is no longer a person with those needs in the Dwelling and it is required for someone who has such needs.
- 12) Where a person has legally succeeded to the tenancy, he or she is not the spouse of the former Tenant and the Dwelling is larger than needed, the Association can seek possession between 6 and 12 months after the previous Tenant's death. The Court will take into account the age and length of residence of the Tenant and the financial support given by him or her to the previous Tenant.

5. Obtaining Possession where the Tenancy Appears to have been Abandoned

Where the Dwelling is left unoccupied and the Association believes the Tenant does not intend to re-occupy it, the Association may enter the Dwelling to make it safe and serve a notice asking the Tenant to clarify his or her intentions. If after 4 weeks there is no response and the Association considers it appropriate, a further notice terminating the Tenancy may be issued. A Tenant who is aggrieved by this action may appeal to the Court within 6 months after the date of termination.