

## TENANCY AGREEMENT

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 Telecare 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, 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 Northern Ireland Housing Executive (NIHE) 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 (The 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 Social Development 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 \_\_\_\_\_