

Your Tenancy





TENANCY AGREEMENT

When you move into one of our homes, you will be asked to sign a Tenancy Agreement. The Tenancy Agreement is a legally binding document between you and the Association.

When you sign the Agreement, it means that you agree to all the terms and conditions listed within it. Any breach of these terms may result in the Association acting to end your tenancy and asking you to leave your home. Your Tenancy Agreement is a very important document. Please keep it in a safe place.

If the Association decides it is necessary to change any of the conditions in your Tenancy Agreement (apart from rent, rates, and service charges), you will be notified in advance explaining the changes.

Tenants will be invited to submit written comments on the proposed changes, which will be considered before a final decision is made.

A letter known as a Notice of Variation will be issued to advise you of any changes in your Tenancy Agreement and will become effective following 4 weeks notification.

TYPES OF TENANCY

There are two different types of tenancy:

- ★ Introductory
- ★ Secure

Introductory Tenancy

This applies to all new tenants who have not held a secure tenancy with the Northern Ireland Housing Executive (NIHE) or another housing association previously. An introductory tenancy applies for 12 months, during which time the tenant will not enjoy the same rights as a secure tenancy and could be evicted more easily and quickly if the terms and conditions of the Tenancy Agreement are breached.



As an introductory tenant, the law does not give you the right to:

- ★ Buy your home during the introductory year;
- ★ Take in lodgers;
- ★ Sub-let part of the property;
- ★ Make improvements;
- ★ Exchange your home with another tenant; or
- ★ Join the transfer list

This probationary period will allow us to assess your suitability to become a secure tenant of the Association over the 12-month period. This means that, as a new tenant, you will have to demonstrate fully that you can keep to the terms of your Tenancy Agreement, look after your home and live peacefully with your neighbours.

If there have been no problems at the end of the Introductory Tenancy period, you will automatically become a Secure Tenant with all the rights of a Secure Tenancy, in accordance with the Housing Order 2003.

Ending Your Introductory Tenancy

If the terms of your Introductory Tenancy have been broken, the Association will issue you with a 'Notice Seeking Possession'. This means that we intend to seek a decision from the court to obtain an order for possession and this could lead to you being evicted from your home.

You should seek independent advice on the 'Notice Seeking Possession' by contacting Advice NI, Housing Rights or access legal advice.

Secure Tenancy

If you are transferring from a Northern Ireland Housing Executive (NIHE) property or another Housing Association, you will be given a secure tenancy automatically.



SUMMARY OF TENANT RESPONSIBILITIES

Tenant: What You MUST DO:

- ✓ Pay your rent, as per the conditions of your tenancy agreement;
- ✓ Live in your home as your only main/principal home;
- ✓ Provide access for planned maintenance inspections and statutory boiler servicing, where applicable;
- ✓ Report any repairs promptly and allow access so they can be completed;
- ✓ Keep your home and garden, clean and tidy;
- ✓ Put all your rubbish in the bins and put your bin out for collection;
- ✓ Ask us if you want anyone else to live with you or inform us of any change in circumstances;
- ✓ Obtain written permission from us before you move in your pet;
- ✓ Respect your neighbours and behave in a way that is considerate of your neighbours;
- ✓ Advise us immediately if you will be absent from your home for a period of exceeding one month;
- ✓ Advise the NIHE or Universal Credit of any periods of prolonged absence if you are in receipt of benefits.



SUMMARY OF TENANT RESPONSIBILITIES

Tenant: What You MUST NOT DO:

- X** Put up a shed or outside building without obtaining written permission;
- X** Change the structure of your home in any way without obtaining written permission;
- X** Paint kitchen units;
- X** Replace bathroom/kitchen without seeking written permission;
- X** Run a business from your home without obtaining written permission;
- X** Use the property for anything illegal;
- X** Smoke in any shared/communal areas;
- X** Anything which is likely to cause nuisance, annoyance or disturbance to neighbours. This applies to both family members and visitors to your home;
- X** Assign, sublet or give away the tenancy or part with it without the written consent of Ark Housing - Introductory tenants cannot exchange;
- X** Park or allow any other person to park commercial vehicles or trailers on the property, nor any untaxed or unroadworthy domestic vehicles;
- X** Verbally or physically abuse staff or contractors;
- X** Not have any liquid or petroleum gas (LPG) cylinders, paraffin heaters or cookers in your home if you live in a block of 2 or more storeys.

Your Tenancy



SUMMARY OF ARK HOUSING RESPONSIBILITIES

- ✓ To give you possession of a clean property at the start of the tenancy;
- ✓ To keep the structure, exterior of the property and any communal parts in a good state of repair, including the water supply, sanitation facilities and installations for heating, hot water, gas and electricity;
- ✓ To consult you about any matter which may affect you or your tenancy;
- ✓ Address and deal with anti-social behaviour and nuisance efficiently and promptly;
- ✓ Deal with complaints in a timely manner;
- ✓ Offer all tenants an excellent level of customer service;
- ✓ Ensure you have a wheeled bin for waste disposal. If you lose or damage your bin, you will have to pay for the supply of a new one.



MOVING INTO YOUR HOME CHECKLIST:

- Ensure that you have given notice to your previous landlord that you are moving;
- Ensure that you have the appropriate plans in place to pay your rent e.g. Direct Debit set up, application made to Universal Credit or change of address form completed for Housing Benefit;
- Redirect your mail-for example contact the Benefit Office, Bank/Building Society, Doctor, Dentist and Phone Company;
- Contact the electricity and gas supplier or oil provider, if applicable to register;
- Contact your chosen energy supplier (gas/electricity) to register the property in your name. At this point, you can decide your chosen payment method. This can either be a pre-payment meter (also known as a 'Pay As You Go' meter or a credit meter (monthly bills). Your supplier will change your meter on request, if required. For 'Pay As You Go' meters, your new supplier will provide you with a temporary top-up number and send out new top-up cards. Please note that gas suppliers do not provide you with a top up number;
- The Association insures the structure of the building and fixtures, but it is not responsible for the contents of your home or your personal possessions. **Arrange home contents insurance to cover your possessions once you move into your home.**