

# Secure Tenancy Agreement

This document is the Tenancy Agreement (the "Agreement") between

\_\_\_\_\_ (the 'Tenant/s')

and Choice Housing Ireland Ltd (hereafter referred to as "Choice")

(In the case of Joint Tenants, the term 'Tenant' applies to each of them and the name of all Joint Tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement).

In respect of: \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_ (the 'Dwelling-  
House')

Dwelling Type \_\_\_\_\_

The tenancy starts on: Day: \_\_\_\_\_ Month: \_\_\_\_\_ Year: 20\_\_

**In the case of Introductory Tenancies, provided that the Tenant adheres to all the conditions of this Agreement, the tenancy will become a secure tenancy on \_\_\_\_\_ (Date).**

You are the Tenant and Choice is your landlord and each has certain rights and duties which must be observed. These rights and duties concern the maintenance, repair, safety-checking and decoration of the Dwelling-House. Other provisions for the use of the Dwelling-House and the payment of rent and the circumstances in which the tenancy can be brought to an end, are set out fully within. The Tenant is advised to read this Agreement carefully before signing it. Choice requires the Tenant to sign two copies of this Agreement, one of which is retained by the Tenant and the other returned for safe keeping by Choice.

Choice is registered with and monitored by the Department for Communities (“the Department”). Choice is required to comply with the guidance contained in the “Tenants’ Guarantee” which has been issued by the Department (formerly the Department for Social Development). A copy will have been provided to the Tenant at the commencement of their tenancy. Further copies are available upon request.

## Section 1

### General

#### 1.1 Definitions

The following are definitions of words and phrases used in this Agreement:

- ‘Tenant’ means the person or persons who have accepted the offer of the tenancy by Choice. The term ‘Tenant’ applies equally to each person in a joint tenancy.
- ‘Introductory Tenant’ and ‘Introductory Tenancy’ having the meaning given to them in the Housing (NI) Order 2003 (See section 3 of this Agreement).
- ‘Secure Tenant’ means a person who has a secure tenancy set out in the Housing (NI) Order 2003 (See section 4 of this Agreement).
- The term ‘you’ means the person or persons who have either a secure tenancy or introductory tenancy.
- ‘Household’ means everyone living in the Dwelling-House.
- ‘Dwelling-House’ means the property in which you are a Tenant under this Agreement.
- ‘Choice’ means Choice Housing Ireland Limited (the ‘Landlord’).
- ‘Department’ refers to the Department for Communities, the former Department for Social Development and any relevant successors as determined by the Northern Ireland Assembly.
- ‘Rental Period’ is defined as weekly and the applicable charges will be payable on the \_\_\_\_\_ of each week.
- ‘The Tenant’s Handbook’ contains further information about Choice, its background and details of the housing service it aims to provide. It also contains detailed information on your rights and responsibilities as a Tenant under the Agreement.
- ‘Notice’ refers to the Notice of Seeking Possession that Choice may issue under an

Introductory or Secure Tenancy in order to terminate the tenancy and recover possession of the Dwelling-House.

- 'Management Partner' refers to the organisation that works alongside Choice to provide support and management services to Tenants in supported housing schemes.
- 'HMO' refers to a House in Multiple Occupation which is subject to the Housing (Management of Houses in Multiple Occupation) Regulations (Northern Ireland) 1993.

## 1.2 Rent, Rates, Service Charge and Other Charges

The rent and rates charges and, where applicable, other charges for service, support and heating are set out in the letter of offer of Secure Tenancy or Introductory Tenancy and are payable on the first day of each Rental Period. Where there are changes in the rent, the Tenant will be given 4 weeks' notice in writing. Any increase in rates will be effective immediately. Choice will inform the Tenant of any increase in rates, service charge or any other charges as soon as possible.

Choice's rent policies are agreed with the Department. Service Charges (if applicable) cover the cost of the provision of service as detailed in the Tenants' Handbook.

The Heating Charge (if applicable) covers the provision of heat and hot water to the Dwelling-House.

The rates charge is set by each District Council.

### It is agreed as follows:

Rent is charged on a weekly basis and is payable in advance, commencing on \_\_\_\_\_.

The weekly payment at the date of this Agreement shall be as below:

Rent:	£ _____
Rates:	£ _____
Service charge:	£ _____
Support charge:	£ _____
Heating charge:	£ _____
Total payable per week:	£ _____

### **1.3 Termination of Tenancy**

In the event that either the Tenant or Choice wishes to terminate a Secure Tenancy or an Introductory Tenancy, the party wishing to terminate must give to the other party to the Agreement four weeks' written notice. However, there may be some occasions when Choice can forgo the notice period as a result of anti-social behaviour (See section 4 of this Agreement).

### **1.4 Occupation**

By this Agreement the Secure Tenancy or the Introductory Tenancy is given by Choice to the Tenant so long as the Tenant uses the Dwelling-House as his/her only or principal home. The Tenant is referred to section 5.4 for further information in relation to use of the property. Choice is entitled to recover possession as set out in this Agreement.

### **1.5 Inspection of Dwelling-house**

In accepting a Secure Tenancy or Introductory Tenancy, the Tenant has agreed to accept the Dwelling-House in the condition in which the Tenant receives it at the commencement of the tenancy given that he/she will have had an opportunity to inspect the Dwelling-House or be otherwise familiar with its condition.

## **Section 2**

### **Choice's Obligations**

#### **2.1 Your Right to Possession**

Choice will not interfere with a Secure Tenant's right to possession and an Introductory Tenant's possession of the Dwelling-House as long as the Tenant complies fully with the conditions laid out in this Agreement.

#### **2.2 Maintenance of Exterior and Common Parts**

Choice shall maintain the structure, exterior and common parts of the Dwelling-House in good repair and where appropriate, ensure it is safe and fit for use by the Tenant(s), members of their household and their visitors including-

- a. Gullies, drains, gutters and external pipes;
- b. Roof;
- c. Outside walls, outside doors, window sills, window catches, sash cords, glazing putties, and window frames, (but not replacement of glass) and plasterwork;

- d. Common parts (where applicable) such as common entrances, halls, stairways, passageways, lifts, etc., including reasonable lighting;
- e. Pathways, steps or other means of access;
- f. Garden walls, boundary fencing (if originally provided by Choice) but not gardens;
- g. Communal refuse bins, refuse areas and rubbish chutes;
- h. Chimney and chimney stacks -this does not include the sweeping of chimneys, and
- i. Such other facilities as are provided for the convenience of Tenants such as play areas and equipment, laundries and drying rooms.

### **2.3 External Decoration**

Choice shall decorate the exterior of the Dwelling-House as and when it considers it necessary. If the Tenant wishes to carry out external decoration, prior written approval from Choice must be obtained, such approval not to be unreasonably withheld or delayed.

### **2.4 Maintenance and Repair of the Interior**

Choice will maintain in good repair-

- a. The internal walls, skirting boards, floors and ceilings; and
- b. The doors and door frames, hinges, locks, door jambs, thresholds, letter boxes and door handles, not including painting and decoration.

### **2.5 Repair of Installations**

Choice will keep in good repair and working order -

- a. Installations for space heating and water heating;
- b. Installations for the supply of water, gas and electricity;
- c. Installations for sanitation and rubbish disposal; and
- d. The lift service and other communal amenities provided that these were installed by Choice or the Tenant with Choice's written consent.

The installations include-

- a. Basins, sinks, baths, toilets, flushing systems and waste pipes;
- b. Gas and water pipes and fittings;
- c. Water heaters, hot water cylinders, boilers and water storage tanks;
- d. Room heaters and radiators;
- e. Fireplaces- but not frets and tiles- and fitted fires, and
- f. Electric wiring, sockets and light fittings- but not appliances, bulbs, etc.

Choice will replace any of the above items if they do not or cannot be made to work efficiently as a result of faulty design or construction provided that they were part of the Dwelling-House at the commencement of the tenancy.

## **2.6 Limitation in Respect of Damage by Tenant Including any Neglect**

Choice will not be liable for the repair of any of the above if such repair becomes necessary through the fault of the Secure Tenant or Introductory Tenant, any member of his/her household or any visitor or guest to the Dwelling-House or through his/her failure or neglect to notify Choice of the need for repair. Choice will have the damage made good and the cost of the repair will be charged to the Tenant.

## **2.7 Limitation in Respect of Damage Caused by Vandalism or Criminal Behaviour**

Choice will not be liable for the repair of any parts of the Dwelling-House referred to in sections 2.2 to 2.5 if such repair becomes necessary through damage caused by vandalism or criminal behaviour, including forced entry or burglary. Choice recommends that all Tenants have home contents insurance to cover them against damage to personal belongings caused by fire, flood, break-in, vandalism or accident.

## **2.8 Limitation in Respect of Damage Caused by Forced Entry by Police**

Choice will not be liable for the repair of any parts of the Dwelling-House referred to in sections 2.2 to 2.5 if such repair becomes necessary through damage caused by forced entry by PSNI as a result of any crime and/or investigation involving the Tenant, a person residing with the Tenant or a visitor to the Dwelling-House.

## **2.9 Period of Repairs**

Choice's further obligations are:

- To have the repairs for which it is responsible carried out within a reasonable period of time taking into account the nature of the repairs.
- To give the Tenant a minimum of 24 hours written notice of any visit for the purpose of inspecting the state or repair of the Dwelling-House or of carrying out safety checks, repairs and/or essential maintenance including gas and boiler servicing, except in the case of an emergency where there is a genuine risk of damage to the Dwelling-House or danger to other tenants when no notice shall be deemed necessary.

## Section 3

### Obligations for Introductory Tenants Only

This is an Introductory Tenancy under the Housing (NI) Order 2003.

The Introductory Tenancy will last for a trial period of 12 months. The Introductory Tenant will automatically become a Secure Tenant at the end of the trial period, unless Choice has commenced ejectment proceedings for possession of the Dwelling-House. In this case the introductory period will be extended until the tenancy actually comes to an end or ejectment proceedings are otherwise finally determined.

In the instance where an Introductory Tenant automatically becomes a Secure Tenant, Section 4 of this Agreement will only apply from the date of expiry of the 12 month trial period. **Provided that the Tenant adheres to all the conditions of this Agreement the tenancy will become a Secure Tenancy on \_\_\_\_\_(Date).**

#### 3.1 Rights That Do Not Apply to Introductory Tenants

As an Introductory Tenant the following rights do not apply to you:

- the right to buy the Dwelling-House;
- the right to carry out improvements to the Dwelling-House and claim compensation for improvements;
- the right to exchange the Dwelling-House (except in certain circumstances);
- the right to sublet the Dwelling-House;
- the right to take in lodgers; or
- the right to assign the Dwelling-House (except in certain circumstances).

#### 3.2 Ending the Tenancy

In the event that Choice wishes to terminate the tenancy within the 12 month period of the Introductory Tenancy, it will serve a Notice of Seeking Possession (the "Notice") and apply to the Court for an order for possession. No application will be made to the Court until at least four weeks after the Notice has been served.

The Notice will explain:

- The reasons why Choice has issued the Notice;
- The Tenant's right to appeal within 14 days;

- That Choice will apply to the Court for an order for possession of the Dwelling-House, and
- Where the Tenant can get help and advice.

### **3.3 Reviewing the Decision**

In the event that Choice has issued a Notice of Seeking Possession, the Introductory Tenant has 14 days within which to request a review of the decision.

Where an Introductory Tenant requests an oral review, Choice will notify the Tenant in writing of the date, time and location of the review, which will be at least five days after the request for an oral review.

The Introductory Tenant will be informed of the outcome of the review within 28 days of the date of the Notice.

## **Section 4**

### **Obligations for Secure Tenants Only**

#### **4.1 Obligations for Secure Tenants Only**

As a Secure Tenant and as specified in the Housing (NI) Order 1983 (as amended by the Housing (NI) Order 2003) Choice may regain possession of a Secure Tenant's home provided the Court considers it justifiable to do so. The Court shall not entertain proceedings for the possession of a Dwelling-House let under a Secure Tenancy unless Choice has served the Secure Tenant with written notice specifying the ground(s) and particulars of the ground(s) on which the Court will be asked to make an order for possession of the Dwelling-House. This Notice will be served at least 28 days before proceedings for possession are begun. Where possession is being sought on grounds of nuisance or other anti-social behaviour, proceedings may begin immediately.

The grounds for possession are detailed in section 7 of this Agreement.

## **Section 5**

Obligations for both Secure Tenants and Introductory Tenants:

### 5.1 Repairs and Maintenance

The Tenant shall maintain the Dwelling-House in a clean and tidy condition and shall repair or replace items including:

- a. Care and upkeep of gardens, hedges, sheds and outbuildings;
- b. Cleaning gully traps, gully grids and guttering;
- c. Repairing clothes lines;
- d. Minor repairs and maintenance of doors, locks, windows- including replacement of glass in windows and doors - floor tiles, handrails to stairs, frets and baskets to open fires, fireplace tiles and fire bricks;
- e. Small plaster repairs to walls and ceilings;
- f. Electric fuses, resetting trip switches, bulbs and Tenant's own appliances;
- g. Replacement or additional keys, fobs, locks and doorbells;
- h. Draught proofing;
- i. Testing and replacement of batteries in heat, smoke and carbon monoxide detectors/alarms;
- j. Ensuring that any heat, smoke or carbon monoxide detectors/alarms are turned on **at all times** and remain free from any obstruction which would prevent their functioning;
- k. Small repairs to wash hand basins, toilets, and seats, and clearing all blockages in waste pipes leading from baths, sinks and wash hand basins;
- l. Replacement of plugs and chains;
- m. Replacement of shower heads and hoses;
- n. Replacement of floor coverings, except those provided by Choice in bathrooms and kitchens;
- o. Providing adequate heating and ventilation in order to avoid excessive condensation;
- p. Ensuring that any furniture provided by the Tenant complies with all fire resistance requirements and meets current fire safety standards, and
- q. Maintaining any gas appliance(s) owned by the Tenant. It is recommended that the Tenant ensures that any such appliances are serviced and checked for safety annually by a Gas Safe registered engineer.

**5.2** The Tenant shall report all defects and necessary repairs which are not his/her responsibility as soon as the Tenant becomes aware of the repair.

### 5.3 Decoration

The Tenant shall keep the interior of the Dwelling-House in a reasonable state of decoration

and shall obtain written consent from Choice prior to decorating the exterior of the Dwelling-House, such consent not to be unreasonably withheld.

#### **5.4 Use of Dwelling-House**

The Tenant shall use the Dwelling-House as his/her only or principal home. The Tenant shall not assign or part with possession of, or sublet the Dwelling-House or any part of it, without the prior written consent of Choice.

The Dwelling-House shall be used only as a private dwelling-house. If the Tenant wishes to operate a business from the Dwelling-House, the Tenant must apply for and have received express written permission from Choice in order to do so. Choice may require the Tenant to comply with reasonable conditions or obligations prior to or subsequently after granting permission for a business to be carried on at the Dwelling-House. If the Tenant fails to comply with any condition required by Choice, permission will be denied or subsequently withdrawn.

While Choice will not unreasonably refuse such permission, it reserves the right to refuse or withdraw permission where the operation of any business may cause a nuisance or annoyance to other Tenants or persons residing in the locality or if it may lead to any breach of the Agreement. Choice may withdraw its permission to the Tenant by providing written notice at any time. If the Tenant continues to operate a business without permission, this will represent a breach of the Agreement and Choice will take steps to terminate the tenancy and recover possession of the Dwelling-House in accordance with Section 7.1 of the Agreement.

#### **5.5 Conduct of Tenant**

The Tenant shall act in a responsible manner both in respect of the treatment of the Dwelling-House and any adjoining dwelling-house and avoid in particular conduct likely to cause a nuisance or annoyance to others. The Tenant is also responsible in this respect for the behaviour of relatives and others who are temporarily or permanently resident in the Dwelling-House and for any persons visiting the Dwelling-House.

The following are examples of behaviour which will be considered a nuisance or annoyance to others. This list is not exhaustive:

- Domestic violence;
- drug misuse;
- theft;
- verbal abuse of any person;

- physical abuse of any person;
- placing any person in fear of physical assault;
- unacceptably loud or continuous noise;
- drunkenness;
- harassment of other tenants or staff;
- burning of household waste or other material;
- damage to Dwelling-House; or
- persistent and unsubstantiated complaints or malicious complaints relating to other Choice tenants and/or employees or contractors.

## **5.6 Parking**

The Tenant shall not park or allow to be parked a caravan, boat or any other vehicles in such a position as to be a nuisance, annoyance or obstruction to other tenants. The Tenant shall not misuse the parking facilities by parking a vehicle in a designated disabled parking space without displaying a disabled person's badge.

The Tenant must not park any vehicles on any property owned or leased by Choice unless such vehicles are road worthy and taxed accordingly. Any unauthorised or illegally parked vehicles will be clamped and/or removed by Choice and the Tenant shall be responsible for any fees payable in order to recover the vehicle(s).

## **5.7 Access**

The Tenant shall allow Choice, its employees or contractors access at all reasonable times and after reasonable notice (except in an emergency as referred to in section 2.9) to inspect the condition of the Dwelling-House, to carry out an appliance safety inspection (for gas and any other appliances), or to carry out repairs or other works. Whilst Choice will normally give at least 24 hours' notice to the Tenant, immediate access may be required in an emergency situation. If, despite written notice to the Tenant, Choice has been unable to enter the Dwelling-House, the Tenant authorises Choice, its employees and/or contractors to take all reasonable steps necessary in order to enter the Dwelling-House.

**5.7.1** If Choice requests access for the purpose of essential gas servicing and the Tenant unreasonably refuses to provide such access, Choice will arrange for its appointed contractor to cap the outlet of the external gas meter and the gas will remain capped until such time as the Tenant allows access to the Dwelling-House in order for an inspection to

take place.

**5.7.2** Legal proceedings may be commenced against the Tenant in the event that access is unreasonably denied. Such proceedings may be an application for an order for possession in accordance with Ground 1 of Part 1, Schedule 3 to the Housing (NI) Order 1983 (for secure tenancies) or Article 10 of the Housing (NI) Order 2003 (for introductory tenancies) or injunction proceedings in accordance with Part 2 of the Housing (Northern Ireland) Order 2003. If legal proceedings are required in order to obtain access to the Dwelling-House, Choice will apply to the Court for an order for costs against the Tenant.

### **5.8 Under-occupation**

Where the Tenant is requested to move to smaller accommodation due to under occupation, Choice will pay the reasonable expenses incurred by the Tenant in facilitating such a move.

### **5.9 End of Tenancy Liability for Recoverable Costs**

The Tenant shall leave the Dwelling-House in good repair and acceptable condition at the end of the tenancy. If at the expiration of the term of this Agreement, the Dwelling-House is not in the state of repair and decoration in which it should be, having regard to the Tenant's obligations contained in this Agreement, the Tenant shall, (if so required by Choice), pay to Choice on demand and by way of liquidated damages, the cost of putting the Dwelling-House into the state of repair and decoration in which it should have been had the Tenant complied with the terms of the Agreement.

### **5.10 Matters which require Written Permission**

The Tenant shall obtain Choice's prior written consent, such consent not to be unreasonably withheld, if the Tenant proposes:

- a. to exchange Dwelling-Houses with a Tenant of Choice, another Housing Association or the Northern Ireland Housing Executive, (Introductory Tenants do not have this right);
- b. to transfer or assign the tenancy or to sublet or to part with possession of any part of the Dwelling-House (Introductory Tenants do not have this right);
- c. to carry out structural alterations or to make any additions to the Dwelling-House including the electrical and plumbing systems and fixtures such as new fireplaces,

- immersion heaters and sink units (Introductory Tenants do not have this right);
- d. to erect any shed, greenhouse, pigeon-loft or any other such structure in the grounds of the Dwelling-House;
  - e. to decorate the exterior of the Dwelling-House;
  - f. to keep a domestic pet (Choice's policy on pets is outlined in the Tenant's Handbook and the relevant Pet Policy document) or
  - g. to carry on a business from the Dwelling-House.

### **5.11 Gas Appliances & Safety**

- a. Choice shall be responsible for the maintenance of all gas appliances provided for use in the Dwelling-House by Choice however the Tenant shall remain responsible for the maintenance and safety of any of their own gas appliances which were not provided by Choice;
- b. The Tenant must allow the Gas Safety registered Engineer appointed by Choice access to the Dwelling-House in order to carry out maintenance or safety checks on appliances and/or chimneys or flues provided for use in the Dwelling-House by Choice. If the tenant fails to provide access, Choice reserves the right to cap the gas supply and/or to commence the appropriate legal proceedings against the Tenant in accordance with section 5.7 of the Agreement.
- c. The Tenant shall not use or store bottled gas/paraffin heaters/or gas cylinders in the Dwelling-House.

It is recommended that the Tenant is familiar with the guidance and further information relating to gas safety as provided in the Tenant's Handbook.

### **5.12 Planning/Building Permission**

The Tenant shall not breach or permit or suffer any breach of:

- the Planning (Northern Ireland) Orders;
- the Building Control Regulations; or
- any amendments or replacement of those Orders or Regulations.

### **5.13 Structures**

The Tenant shall not erect or suffer or permit to be erected within the curtilage of the Dwelling-House any movable or immovable structure nor make improvements of any kind to the Dwelling-House without the prior written consent of Choice.

### **5.14 Keys**

The Tenant will pay for any keys or fobs which are provided to him/her in addition to, or as replacement of, those given to the Tenant at the commencement of the tenancy.

### **5.15 Refuse Disposal**

The Tenant shall not dispose of any type of waste on or about the Dwelling-House or in its locality. The Tenant shall make arrangements with the local authority for the disposal of large items and the Tenant shall comply with all local recycling policies.

## **Section 6**

### **Complaints**

#### **6.1 Complaints**

- a. If Choice receives any complaint(s) against a Secure Tenant(s) or Introductory Tenant(s) it will investigate this prior to taking any action in relation to the complaint(s).
- b. If Choice considers that any of the Tenant's obligations in this Agreement are not being fulfilled, Choice may provide to the Tenant written details of the alleged breach(es) and four weeks' notice in writing may be provided requiring the Tenant to comply with the obligations as set out in this Agreement.
- c. If Choice considers that the complaints procedure is being abused for malicious or vindictive reasons, the complainant may be considered to be in breach of section 5.5.

## **Section 7**

### **Grounds on which Choice may Seek Possession**

In accordance with the Housing (NI) Order 1983 (as amended) there are a number of grounds on which Choice may rely upon in order to serve a Notice of Seeking Possession on the Tenant and commence ejectment proceedings to recover possession of the Dwelling-House, to include:-

### **7.1 Arrears of Rent and Breach of Tenancy Obligations**

Where any rent and rates charges and, where applicable, other charges for service, support and heating lawfully due from the Tenant have not been paid and the Tenant, after being given written notice of the amount of the arrears, has made no arrangement to pay these arrears in a lump sum or in instalments within a reasonable period, or has not kept to such an arrangement, or any obligation of the Agreement has been broken or not performed.

### **7.2 Conduct of Tenant**

The Tenant, anyone living with the Tenant and/or a visitor to the Dwelling-House, has:

- a. caused or is likely to cause a nuisance or annoyance to someone residing in, visiting or engaging in lawful activity in the locality;
- b. been convicted of using the Dwelling-House, or allowing it to be used, for immoral or illegal purposes; or
- c. been convicted of an arrestable offence committed in the Dwelling-House or its locality.

### **7.3 Domestic Violence**

Where the dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and:

- a. one or both of the partners is a Tenant of the Dwelling-House,
- b. one partner has left because of violence or threats of violence by the other towards—
  - (i) that partner, or
  - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and
- c. the court is satisfied that the partner who has left is unlikely to return while the other continues to occupy the Dwelling-House.

**Any action taken to recover possession of the property will only be against the perpetrator of the domestic violence. All reasonable steps will be taken to ensure that the partner who has left the Dwelling-House is aware of the action being taken.**

#### **7.4 Maintenance Duties**

The condition of the Dwelling-House or any of the common parts has deteriorated owing to waste by or the neglect or default of the Tenant or any person residing in and/or visitors/guests to the Dwelling-House.

#### **7.5 Care of Furniture**

The condition of any furniture or equipment provided by Choice for use under the tenancy or for use in any of the common parts has deteriorated owing to ill treatment by the Tenant or any person residing in or visitors or guests to the Dwelling-House.

#### **7.6 False Statement**

Choice was induced to grant the tenancy on the basis of a false statement made knowingly or recklessly by the Tenant or by a person acting at the Tenant's instigation.

**The Court shall not make the order for possession on any of the grounds listed in Section 7.1 to 7.6 unless it considers it reasonable to make the order.**

#### **7.7 Temporary Allocation**

The Dwelling-House was made available for occupation by the Tenant while works were carried out on the dwelling-house which the Tenant previously occupied as his/her only or principal home and the works have been completed and the dwelling-house is now available for his/her return. **The Court will only make the order where it is satisfied that suitable accommodation will be available for the Tenant when the order takes effect.**

#### **7.8 Demolition/Development**

- a. Choice intends within a reasonable time of obtaining possession of the Dwelling-House to demolish or reconstruct the building or part of it or to carry out work on the building or on land let together with it and cannot reasonably do so without obtaining possession of the Dwelling-House;
- b. It is satisfied that suitable accommodation will be available for the Tenant when the order takes effect.

#### **7.9 Accommodation Adapted for Person(s) with a Physical Disability**

The Dwelling-House has features which are designed to make it suitable for occupation by

a person with a physical disability and there is no longer such a person residing there and Choice requires the Dwelling-House for occupation by such a person.

### **7.10 Grouped Housing**

The Dwelling-House is one of a group of Dwelling-Houses which is let only for occupation (alone or with others) by persons whose circumstances make it especially difficult for them to satisfy their need for housing and:

- a. either there is no longer such a person residing in the Dwelling-House or the Tenant has received an offer of accommodation in premises which are to be let as a separate Dwelling-House under a Secure Tenancy; and
- b. Choice requires the Dwelling-House for occupation (whether alone or with other members of his/her family) by such a person.

### **7.11 Under Occupation of Successor**

The accommodation afforded by the Dwelling-House is more extensive than is reasonably required by a successor of the Tenant and a notice of the proceedings for possession has been served more than six months but less than 12 months after the date of the previous Tenant's death.

**The Court shall not make an order for possession on any grounds listed in section 7.8 to 7.11 unless it considers it reasonable to make an order.**

### **7.12 Abandonment of Dwelling-House**

- a. Where it appears to Choice that the Dwelling-House is unoccupied and that the Tenant does not intend to occupy it as his/her home, Choice may enter the Dwelling-House at any time for the purpose of making safe the Dwelling-House and any fittings, fixtures or furniture therein.
- b. Where Choice has entered the Dwelling-House as at (a) and wishes to take possession of the Dwelling-House, Choice shall serve on the Tenant a notice in the prescribed form:
  - (i) Stating it has reason to believe the Dwelling-House is unoccupied and that the Tenant does not intend to occupy it as his/her home.
  - (ii) Requiring the Tenant to inform Choice in writing within four weeks of service of the notice if he/she intends to occupy the Dwelling-House as his/her home.

- (iii) Informing the Tenant that if it appears to Choice at the end of the said period of four weeks that the Tenant does not intend to occupy the Dwelling-House the tenancy will be terminated forthwith.
- c. Where Choice is satisfied that the Dwelling-House is unoccupied and the Tenant does not intend to occupy it as his/her home, Choice shall serve a further notice on the Tenant terminating the tenancy and shall have the right to take immediate possession without any further proceedings.
- d. With regards to any property left in the Dwelling-House, Choice shall serve a notice in writing on the Tenant that the property is available for delivery to the Tenant at a place specified in the notice, on payment of any sum payable in accordance with any expense incurred in retaining custody of the property. If the property is not collected within 28 days from the date of service of the notice, Choice may dispose of the property in accordance with the provisions of the Secure Tenancies (Abandoned Property) Order (NI) 1995.

## **Section 8**

### **Injunctions against Anti-social Behaviour**

#### **8.1 Injunctions against Anti-social Behaviour**

In some cases Choice may apply for an injunction to prevent anyone from:

- a. engaging in or threatening to engage in conduct which is likely to cause nuisance or annoyance to anyone residing in, visiting or engaging in lawful activity in the Dwelling-House or in the locality;
- b. using or threatening to use the Dwelling-House for immoral or illegal purposes; or
- c. entering, or being found in the locality of, the Dwelling-House.

The Court shall not grant an injunction unless it is of the opinion that there is a significant risk of harm to any persons described in Section 8.1(a) if the injunction is not granted. Furthermore the Court may grant or vary an injunction even though the subject of the injunction has not been given notice of the proceedings.

## **Section 9**

### **Tenants in Sheltered Housing**

**9.1** In accepting an offer of tenancy in a sheltered housing scheme, the Tenant may be

required to agree to accept a level of support provided by Choice.

- 9.2** The level of support required by the Tenant will be assessed jointly by the Tenant and Choice at the commencement of the Tenancy and reviewed periodically thereafter.
- 9.3** The refusal of any required support will be deemed a breach of the Agreement which may result in Choice taking the appropriate legal action to recover possession of the Dwelling-House.

## **Section 10**

### **Tenants in Supported Housing**

#### **10.1 Support**

In accepting an offer of tenancy in a supported housing scheme, whether a room or self-contained unit, the Tenant is required to accept a level of support provided by Choice or the nominated Management Partner for that service.

- 10.2** The level of support required by the Tenant will be assessed jointly by the Tenant and Choice or Management Partner at the commencement of the Tenancy and reviewed periodically thereafter.

- 10.3** The supported housing officer or responsible person will be available to explain the responsibilities to each Tenant as outlined within this Agreement.

- 10.4** The refusal of any required support will be deemed a breach of the Agreement which may result in Choice taking the appropriate legal action to recover possession of the Dwelling-House.

#### **10.5 Access**

In addition to section 5.7, access may be required in order to provide essential support as well as to inspect the condition of the dwelling-house or carry out repairs, alterations, improvements or other works to the Dwelling-House or adjoining property. Failure to provide access will be deemed a breach of the Agreement and may result in Choice taking the appropriate legal action as referred to in section 5.7 of the Agreement

## **10.6 Shared Living Agreement**

Choice or the nominated Management Partner may require the Tenant to sign a shared living agreement which sets out the Tenant's duties and responsibilities whilst living as a tenant in a supported housing scheme and in order to facilitate good management of the scheme by the nominated Management Partner.

In tenancies where a shared living agreement is required to be signed, the Tenant agrees to comply with the conditions and requirements contained therein. Choice or the applicable nominated Management Partner will provide a copy to the Tenant upon signing the Tenancy Agreement and explain the Tenant's rights and responsibilities.

Any revision or amendment to the provisions of the shared living agreement will only be permitted following consultation with all Tenants at the scheme.

Tenants in a supported housing scheme which is classed as a House in Multiple Occupation ('HMO') must observe a strict no smoking policy.

## **10.7 Succession**

No succession rights can apply to any Dwelling-House specifically provided for disabled users or users with complex needs.

## **10.8 Right to Buy**

Choice does not offer secure tenants in supported housing the option to buy the dwelling house.

## **Section 11**

### **Anti-Social Behaviour**

#### **11.1 Policy**

Choice acknowledges that every individual is entitled to live in peace within their neighbourhood and that to provide a quality housing service Choice must effectively address the problem of anti-social behaviour. A copy of the Anti-Social Behaviour Policy is available upon request which outlines the complaints procedure and process for dealing with anti-social and nuisance behaviour.

Choice is committed to tackling anti-social behaviour wherever it occurs in any scheme and in whatever form it presents itself. Such activity can range from excessive noise and illegal dumping right through to aggressive or violent behaviour.

**As a Tenant, whether secure or introductory, should you be in breach of the obligations detailed below, Choice may seek to issue possession proceedings and/or injunction proceedings against you.**

### **11.2 Nuisance**

You or anyone residing in or visiting your Dwelling-House house must not:

- (a) be guilty of conduct causing or likely to cause a nuisance or annoyance to the person residing, visiting or otherwise engaging in lawful activity in the locality;

or have been convicted of:-

- (b) using the Dwelling-House or allowing it to be used for illegal or immoral purposes; or
- (c) an indictable offence committed in or in the locality of the Dwelling-House.

### **11.3 Domestic Violence**

The Housing (Northern Ireland) Order 2003 includes a new ground which makes it clear that possession proceedings can be obtained in respect of Domestic Violence.

### **11.4 Responsibilities of Tenant**

Tenant responsibilities include the following:

- (a) Responsibility for the behaviour of every person (including children) living in or visiting the Dwelling-House including responsibility for their behaviour in the Dwelling-House, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paved areas, shared gardens and parking areas) and in the locality around the Dwelling-House.
- (b) Not causing nuisance, annoyance or disturbance to any other person in the locality of

the Dwelling-House. Examples of nuisance, annoyance or disturbance could include but are not limited to the following:-

- Loud Music;
- Arguing and door slamming;
- Dog barking and fouling;
- Offensiveness and drunkenness;
- Selling drugs or drug abuse;
- Rubbish dumping.

(c) Not harassing any other person. Examples of harassment could include but are not limited to the following:

- Racist behaviour or language;
- Using or threatening or threatening to use violence;
- Using abusive or insulting words or behaviour;
- Damaging or threatening to damage dwelling-house or possessions;
- Writing threatening, abusive or insulting graffiti;
- Posting offensive comments on social media, and
- Doing anything which interferes with the peace, comfort or convenience of other people.

**If the Tenant or a member of his/her household has been involved in Anti-Social Behaviour and subsequently applies for re-housing under the Common Selection Scheme in the future, the Housing Association or NIHE may decide that the Tenant or that member of the Tenant's household is ineligible for housing accommodation or homeless assistance.**

## Acceptance of Tenancy Agreement

Having read all the conditions of tenancy I/We understand and accept them.

The information I/we gave in the housing application form was and still is true:-

(1) First Name \_\_\_\_\_ Surname \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

(2) First Name \_\_\_\_\_ Surname \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Witness \_\_\_\_\_

Address Choice Housing Ireland Ltd  
Leslie Morrell House  
37-41 May Street  
Belfast  
BT1 4DN

Date \_\_\_\_\_

Telephone Number: 0300 111 2211

## Good Neighbour Agreement

This document is the good neighbour agreement between

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and Choice

Choice has a statutory duty to promote good community relations. We are committed to tackling anti-social behaviour as and when it arises, but to do so, we need your support. We will not tolerate such behaviour taking hold in your neighbourhood and ask for your commitment to positively engage with us so that we can put such behaviour in the past.

This agreement is a voluntary charter promoted by the Department for Communities.

**choice**   
Together we enrich lives

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Department for  
**Communities**



## **Being a Good Neighbour**

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

### **About this Agreement**

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

### **What is Anti-Social Behaviour?**

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

### **Choice Responsibilities**

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

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

### **What can you do to be a good neighbour?**

There are many things you can do to help prevent nuisance and anti-social behaviour. Some examples are listed below:

- Respect for all neighbours and their property and fairness in dealing with everyone, irrespective of their religion, race, ability, culture or political belief;

- Care for the elderly, the lonely, and the vulnerable in the community;
- Accept that everyone is different and be tolerant of the lifestyle of others, particularly with regards to noise levels;
- Be responsible for the behaviour of your children and anyone visiting your home;
- Respect the rights of children and young people to play and meet in a safe and happy environment;
- Respect for the environment in which you live through upkeep of a clean and tidy neighbourhood, free from anti-social behaviour;
- Recognition that a good community spirit benefits all through healthy interaction and mutual support in dealing with local problems;
- If any problem arises, every resident has the right to approach any constituted group set up by the residents, Choice or other statutory body, in order that the problem may be sorted out amicably and to the satisfaction of all concerned;
- Residents in flats or other shared buildings have additional responsibilities given that they live in close proximity to each other and this may have implications for noise levels and shared access areas;
- Within the above charter, people have a right to choose the extent to which they engage in the community.

### **Your Agreement with Choice**

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

- **I have read and agree to all of the principles of this Good Neighbour Agreement**
- **I agree that whilst I am a tenant of Choice, I will do everything I can to be 'a good neighbour', and will not behave in any way which may be considered 'anti-social'.**
- **I understand that if any member of my household or visitors to my home act in a way which can be considered as being anti-social, Choice will take action for breach of my tenancy agreement which may lead to legal action being taken against me.**

Signed

Tenant

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Date            /            /

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Address:

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Witnessed by

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*On behalf of Choice*

Date            /            /

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