NB Housing

Homes that build community



General Conditions of Tenancy

2026 Edition

OUR MISSION:

"To provide quality, affordable, sustainable homes and support to all NB Housing tenants."

OUR VISION:

"To provide homes where people feel safe, supported and respected."

NB Housing
Homes that build community

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Foreword

In this handbook you will find information on your rights and obligations under the tenancy agreement for your home, and your statutory obligations imposed by the anti-social behaviour provisions contained in the Housing (NI) Order 2003.

The handbook provides a range of information, however it may not answer all your questions and in these cases you may need to contact the Associations' office.

The Tenant's Guarantee is included in this handbook – this sets out the obligations on the housing association relating to secure tenancies expected by the Department for Communities.

It is recommended that you retain this booklet in a safe place, as you may need to refer to the conditions contained within over the life of your tenancy agreement.

We hope you find this booklet useful but you are welcome to contact the office if you require any information.

Office addresses:

NB Housing
Gatelodge
8 Flax Street
Belfast, BT14 7EQ

T 028 9059 2110
E info@nb-housing.org
W www.nb-housing.org

NB Housing
282 – 290 Crumlin Road
Belfast
BT14 7ED

T 028 9035 1131

(Available in other formats on request)

1. Your Rights

Your Rights

When you accepted an offer of accommodation you signed a Tenancy Agreement. A copy of this agreement was provided to you as a separate part of this handbook.

By this agreement the Association recognises that this is a secure or introductory tenancy and as such you have legal rights under statute.

Introductory tenancies give you a trial period of twelve months. If there have been no problems at the end of your introductory tenancy it will automatically become a secure tenancy.

As an introductory tenant you do not have the same rights as other tenants:

- You are unable to make any improvements to your home.
- You will not be allowed to sublet part of your home or take in lodgers.
- Unable to exchange your home with another tenant unless in very exceptional circumstances.

As an introductory tenant you can also be evicted more quickly and easily if you break the terms of your Tenancy Agreement.

Security of Tenure

The Association cannot end your tenancy without a Court Order for possession. The Association can only apply for a court order for possession for specific reasons which are contained in legislation. A summary of reasons are detailed below:

1. Not paying rent or breaking any of the conditions of tenancy.
2. If the tenant and/or anyone living or visiting the tenant is a nuisance to neighbours or is using the premises for immoral or illegal purposes.
3. Damage to the property (including any common areas) by the tenant or persons living or visiting the property.
4. Damage to any furniture or property provided by the Association.
5. Knowingly giving false information when applying for your home.
6. If the dwelling is overcrowded or where the dwelling has been specifically adapted to meet the needs of a disabled person and this is no longer required.
7. If the Association requires the accommodation in order to redevelop or rehabilitate the property.
8. Where the tenant is found to have committed tenancy fraud.

Succession of tenancy

If the current tenant has died an application to legally succeed the tenancy may be made on the following grounds:

- The applicant is the spouse/ civil partner
- The applicant is the deceased partner or is a member of the family and has lived there for over 12 months
- The applicant is a carer who has given up a tenancy or licence or sold their property in order to look after the tenant who has died.
- The applicant has accepted the responsibility for the tenants' dependents.

Joint Tenancies

A request for a joint tenancy will only be granted in the following circumstances:

- The proposed joint tenant is your spouse or civil partner.
- The proposed joint tenant has evidence that they have been part of your household for at least 12 months immediately prior to the joint tenancy application being made.

Assignment

You may not under any circumstances give, or sell your tenancy to someone else. If this happens, the secure tenancy will end.

The Association is legally obliged to consent to an assignment if:

- A court orders an assignment
- You have a legal right to an exchange.

Lodgers

You have the right to take in lodgers; however you must inform the Association, giving their names and the rent you are charging. You must also inform NIHE Housing Benefit or Universal Credit if you are receiving benefit as this may affect your entitlement.

2. Your Obligations

Rent

You must pay your rent and other charges when due. Rent is charged on a weekly basis. However you may by agreement with the Housing Officer vary the frequency of your payments to four weekly or monthly.

Where and how to pay rent

You have the following options:

1. **By Standing Order** Using the 'My Tenancy' portal on our website. Details on how to register can be obtained from our offices and will have been explained to you at sign up. The Housing Officer will provide a form which will allow you to instruct your bank or building society to transfer the amount due. If you cancel the instruction, you must contact the Housing Officer to arrange other payment method.
2. **Using Allpay** Upon request each tenant will receive a payment card. This card allows you to pay your rent at any Allpay outlet in local shops, post offices or garages. You can also set up and recurring card payment (RCP) on allpay. Your Housing Officer can do this for you.
3. **By cash or cheque** You may pay by cash or cheque at the Association's office. Please ensure you receive a receipt when you make payment.

Rent Statements

The Association will issue a rent statement to all tenants each quarter. You may also request a statement at any time by contacting the Association or by accessing the "My Tenancy" portal.

You should review your statement and check your payments against your receipts or Bank/ Building Society statements. If you have any concern in regard to your statements, please contact the Housing Officer immediately.

Rent Arrears

If you have difficulty making your rent payment, you should contact the Association immediately. We may be able to refer you for advice and assist you with making an application for housing benefit, Universal credit, rate rebate and bedroom tax.

We may accept an agreement for you to pay the arrear by instalments in addition to the current charge.

If you do not keep to the agreement we will have no option but to take legal action to recover the amount owed. You will be responsible for the court costs, any interest lost and the association's legal costs.

If you still fail to pay, as a last resort we will issue a Notice Seeking Possession and commence legal proceedings to recover the property from you.

Assistance with Housing Costs

You may be entitled to some assistance to help pay your housing costs.

You may be able to get Housing Benefit if you have a low income and need help with paying rent and rates. To qualify you must have reached state pension age or if you live in supported, sheltered of temporary accommodation.

If you are of working age, you will need to apply for Universal Credit. If eligible for Universal Credit you can claim the housing element to help cover your rent.

You can make an application at anytime during your tenancy. However it is very important not to delay your application, as claims are not normally backdated. Claims will take effect from the Monday after the date the application is received.

As part of your application you will be required to provide proof of identity and income before your claim can be assessed.

If you require advice or assistance with making a claim, please contact the Housing Officer. The Housing Officer will help you complete the application if requested.

Rates Charges

The Association will collect rates from you on behalf of Land & Property Services. Rates are subject to an annual increase as determined by Land & Property Service. We will attempt to give you as much notice of this increase. The increase normally applies from the 1st Monday in April.

Rates charges will form part of a tenants' housing benefit application. However, where a tenant is applying for Universal Credit, a separate application to cover rates must be made at www.nidirect.gov.uk/services/create-or-log-rate-rebate-account. Your Housing Officer will assist you with this if necessary. It is important to note that applications for rate rebate must be made as soon as possible after applying for Universal Credit as the maximum backdate period is 3 months.

Service Charges

The Association may levy a service charge if any of the following services are provided:

1. Communal Areas – such as, Common Room.
2. Heating & lighting of communal areas.
3. Communal furniture and fittings.
4. Maintenance of internal/external communal areas.
5. Cleaning of Communal areas.
6. Administration.

The service charge is calculated on the cost of providing the service.

Rent Charges

The Association uses a system to work out the amount of rent charged. The rents are assessed in accordance to the characteristic of the property, such as, age, number and size of rooms, facilities, private finance incurred by the association in providing the property etc.

The rent will change in April each year, after projected revenue costs are established to ensure we can meet our short and long term commitments. NB Housing will write to each tenant giving four weeks notice of any increase.

Tenants may request a copy of the Rent Setting Policy by contacting the office.

Your obligations under the Tenancy Agreement

Nuisance

You must not cause or permit others visiting your home to cause annoyance or nuisance to other people. The Association may take action to terminate a tenancy if any tenant or member of their household is using or allowing their home to be used for illegal purposes such as drug storage, prostitution, etc.

The Association will also consider ending your tenancy where it can be proved that the tenant or members of the household or visitors have been involved in persistent anti social behaviour. This includes but is not limited to excessive noise, uncontrolled animals, litter dumping, unruly children, harassment or intimidation.

Use of your home

You must use your home as a private dwelling and not operate a business from the dwelling or allow a public shop in the vicinity of your home or on Association owned land. This rule does not prevent you from working at home and tenants may contact the Association if they require information.

Occupation

You must occupy the dwelling as your principal and only home.

Pets

You must seek written consent to keep any pets. Cats and dogs are not permitted in apartment blocks.

Apartment living

Tenants living within the Association's apartment buildings must respect the shared spaces within which they reside. In the interest of Health and Safety tenants are not permitted to clutter communal areas/stairwells as these are escape routes. All personal belongings should be kept in the apartment.

Smoking is not permitted in any area of an apartment building apart from the apartment in which the tenant lives.

Tenants are not permitted to hang items from the exterior facades of apartment buildings or within the communal areas such as corridors, i.e. flags, laundry, satellite dishes etc. Mobility scooters are not permitted to be parked and/or charged in communal hallways.

Caravans / Boats etc

You must not park any caravan/boat or vehicle in or around your property that could give annoyance or nuisance to others.

Access

You must allow Association Officers or their contractor access to your home to inspect or to complete works. We will attempt to notify you at least one day before our intended visit. Failure to facilitate access for works of a compliance or Health and Safety nature may result in the Association commencing legal proceedings to recover the property.

Insurance

The Association shall maintain structural Insurance on your home.

We strongly recommend that all tenants insure their contents against loss, theft and damage. The Association is not responsible for any item belonging to the tenant. This also includes tenant decoration, flooring, wallpaper or painting walls as a result of damage caused.

Gardens

The Association is responsible for the maintenance and upkeep of communal open spaces within an Association scheme.

It is your responsibility to maintain your garden which is within the curtilage of your property.

Bins / Rubbish

When you commence your tenancy the Association will provide you with a wheelie bin. You are responsible for this bin from this time on. The Association will not replace or renew the bin. This is the tenants' responsibility.

In communal schemes, industrial bins and recycling receptacles will be provided. Tenants must ensure that these bins are used for everyday household waste and not for large items.

If you need to dispose of large items, you can make arrangements with the local council, who provide the service free of charge.

Ending Your Tenancy

If you wish to terminate your tenancy, you must give four weeks notice in writing. At the end of the tenancy you must give us vacant possession, that is, you are required to give us back all the keys of the property and there should be no one living in the property.

Failure to give four weeks may result in you being charged from the period your notification is required to expire, despite you are not living in the property.

You are required to give the property back to us in an acceptable condition. It is essential that the dwelling is in a clean condition and all tenant belongings are removed. You will be charged for any repairs or decorations that are your responsibility.

It is important that you notify your utility companies of your move, such as, Phoenix Gas, BT, and NIE etc.

Transfers

You may apply for a transfer to another property of this Association or to a property of another Social Landlord, if you have been a tenant for two years and have a clear rent account.

You must complete a transfer request form, which is available at the Associations office.

Your application will be assessed and you will be placed on the Housing Selection Scheme waiting list.

Exchange

An exchange is where you change properties with another tenant living in another property owned by NB Housing or another Social Landlord.

You must seek approval from the Association before you exchange. The Association may refuse the request but you will be informed as to the reasons for refusal.

3. Statutory Obligations

NB Housing acknowledges that every individual is entitled to live in peace within their neighbourhood and in order to provide a quality housing service we must effectively address the problem of anti-social behaviour.

We are committed to tacking anti-social activity wherever it occurs on our estates and in whatever form it presents itself. Such activity can range from excessive noise, illegal dumping, to aggressive or violent behaviour.

As a tenant, whether secure or introductory, should you be in breach of the General Conditions of Tenancy or the Statutory Obligations detailed below NB Housing may seek to issue possession proceedings and / or injunction proceedings against you.

Nuisance

You or anyone residing in or visiting your dwelling/house must not:

- Be guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality or
- Have been convicted of
    1. Using the dwelling/house or allowing it to be used for illegal or immoral purposes, or
    2. An arrestable offence committed in, or in the locality of the dwelling/house.

Domestic Violence

- The Housing (NI) Order 2003 includes a new ground which makes it clear that possession proceedings can be obtained in respect of domestic violence.

Tenant Responsibilities include the following: Responsibility for the behaviour of every person (including children) living in, or visiting, the tenants' home, including responsibility for their behaviour in the home on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around the home.

Not harassing any other person. Examples of harassment could include:

- Racist behaviour or language;
- Using or threatening to use violence;
- Damaging or threatening to damage property or possessions;
- Writing threatening, abusive, or insulting graffiti;
- Doing anything that interferes with the peace, comfort or convenience of other people.

The Housing (NI) Order 2003 was designed to extend powers to tackle Anti-Social Behaviour in local communities. It provides for Introductory Tenancies and includes measures for developing the use of injunctions and extending the grounds for possession. In addition, Part IV of the 2003 Order provides for persons who are unsuitable to be tenants because of their unacceptable behaviour to be treated as ineligible for housing accommodation or homelessness assistance.

4. Maintenance, Repairs and Caring for your Home

Repair Reporting

You may report a repair either in person, by telephone, email, text message, the tenant portal, or in writing. When contacting the Association, please ask to be put through to the Maintenance Department. If necessary the Association may contact you for a further description and access arrangements.

The Association tries to ensure repairs are completed as soon as possible, however, we will prioritise the repair into one of the following categories;

Emergency – Repairs which could risk health and safety or if not attended to, lead to further repairs being required. These repairs will be carried out within 24 hours.

Urgent – Less serious repairs that do not present a health and safety risk but could cause major inconvenience. These repairs will be attended to within 4 working days.

Routine – The majority of repairs will be classed as routine. These repairs will be completed within 4 calendar weeks of receipt of instruction.

NB Housing employs Radius Connect 24 to deal with out of hours emergency repairs. You may contact them on **0330 1230341** to report your repair at any time when the office is closed including weekends and Bank Holidays.

Cyclical Maintenance

The Association is responsible for the maintenance and decoration of external areas, including such items as gutter cleaning etc.

Some routine repair work may be held if a cyclical works scheme is arranged to take place in the near future.

Repairs that are tenants' responsibility:

1. Care and upkeep of gardens and hedges (except in sheltered schemes or group schemes)
2. Cleaning out internal and external gully traps
3. To keep the property in reasonable decorative order.
4. Floor coverings and fixture and fittings installed by previous tenants as accepted at sign up
5. Replacement of bins and rotary dryers (except at the commencement of a new tenancy).
6. Internal plaster cracks
7. Washers on taps
8. Stoppers & Chains for baths, sinks and basins
9. Clearing airlocks in pipes and radiators
10. Internal door hinges, lock and handles

11. Hinges, Handles and catches on kitchen units
12. Draught proofing
13. Replacement of broken glass
14. Replacement of toilet seats and lids
15. Curtain rails
16. Coats/hat hooks
17. Repairs to electrical appliances, fires and heaters not installed by the Association
18. Door keys
19. Fuses, except main fuses, which are the responsibility of NIE.
20. Oiling window hinges
21. Any defect or repair not caused due to fair, wear and tear or faulty installation
22. Repair of any damage caused to the association property by any agency investigating suspected criminal or illegal activity.

Tenants should complete these repairs themselves or pay to have a professional complete them. NB Housing may be able to complete some of these repairs when a re-charge payment agreement is in place. Re-charges will also be imposed during the void process when vacating tenants leave properties in poor condition or with outstanding repairs that are within the list above.

Repairs which are Landlord Responsibility

1. Repairs to garden paths, walls, fences and gates provided by the Association
2. Maintenance of communal amenity areas (unless adopted)
3. Repairs to walls, doors, windows, roofs, chimneys, valleys, gutters, downpipes.
4. External paintwork
5. Electrical wiring
6. Repairs to electrical appliances, installed by the Association
7. Door Entry Systems to communal blocks
8. Ceiling roses and lamp holders installed by the Association
9. Sockets and switches
10. Clearing blocked sewers (The tenant is responsible for clearing blocked gullies and ensuring that external gullies are free from obstruction)
11. Boiler and hot water cylinders
12. Pipes, radiators and fittings
13. Window frames and sashes
14. Repairs to internal and external doors, saddles and door frames
15. Letter boxes
16. Walls, staircases and all structural timbers, roofs, chimneys and gutters.
17. Wall and floor covering (only if installed by the Association)
18. Architraves, skirting boards, timbers, sills and other internal woodwork
19. Roof insulation
20. Timber rot

Alterations

You should not make any alternation without requesting the Associations written permission. An alteration may involve such works as:

- Removing internal walls
- Erection of railings
- Conversions to attics
- External decoration
- Changes to electrical fittings
- Hard landscaping
- Fitting windows or doors

Permission will not be given if the alterations:

- Make the dwelling unsafe
- Increase costs of maintenance
- Reduce the value of the dwelling
- Change from approved design such as Planning permission or Lifetime home standard

Tenants will be responsible for making good any work completed that has not received the permission of the Association.

Aids and Adaptations

The Association provides a service to ensure the property meets the needs of residents who are disabled. The responsibility for assessing and recommending adaptations for disabled occupants rests with the occupational therapy departments. Such adaptations may involve the installation of a level deck shower, ramp access, stair lift, etc

The Association will consult with tenants during this process. If you wish to make an enquiry, please contact our Maintenance Officer.

Right to Repair Scheme

As part of the Tenants Guarantee, the right to repair scheme allows you to have urgent, minor repairs under £250 which might affect your health and safety or security, completed within the target time as set by the Association.

If such qualifying repairs are not completed within the prescribed period, the tenant can request compensation for the delay.

If the repair is not completed by the end of 48 hours for emergency repairs or 8 days for urgent repairs you will be entitled to compensation of £10 plus £2 for each day the repair remains outstanding (up to a maximum of £50).

Defects Liability Period

Where a tenant has moved into a new build property repairs are covered by the Defects Liability Period (DLP). The Defect Liability Period is a set timeframe, typically 12 months, after the property is handed over to the Association. During this time, the contractor is required or has the right to return to fix any defects.

NB Housing Development Team are the point of contact during the DLP for all new build properties. If you are in a new build property please report all repairs during the first year to members of the development team.

Right to Compensation for Tenants Improvement Scheme

The Association will provide compensation if you have completed improvements to the property but leave before you have gained the benefit of the improvements.

Qualifying Improvements

The improvement must be on the list of eligible works detailed in this section. The improvements must have been materially added to the property. The Scheme will exclude security measures.

Tenants will not be eligible for compensation if:

- The tenancy is terminated as a result of:
  - A Notice Seeking Possession
  - A Court Order for Possession
  - An Abandonment Notice
- To qualify for Compensation, the improvement must have the written approval of the Association. In considering an application the Association may set conditions on the approval such as:
- Design, materials and quality of construction
- Use of Contractors
- Adequate Notice of Commencement works
- You providing the Association with invoices for the improvement work, itemising materials, cost and labour.

Breach of any condition may render the application ineligible for funding.

Procedure for Claiming

Qualifying tenants may claim compensation whenever their secure tenancy ends.

Compensation is not payable for Professional fees, statutory approvals or the tenants own labour. The Compensation amount will reduce over the lifetime of the improvement.

Worked Example

A tenant completed a qualifying improvement costing £3,000. The improvement had a notional life of 25 years. The tenant left the property 10 years after completing the works.

Cost	£3,000
Notional	25
Less No. of years Since Completion	10
Remaining life:	15

Payment Formula
£3,000 x 15/25 x 100% = £1,800

Other Payments to Tenants

Home loss Payments

This is a statutory payment made to tenants who lose their home as a result of renovation, redevelopment or demolition.

If you have to move because improvements are being made to your home, this payment may also be available. You must fulfil certain statutory criteria before a payment can be made.

Decant Payments

Tenants who are moved temporarily to another house/mobile home or to family members may receive a payment for moving.

Redecoration Allowance

The Association may make payments to tenants whose decoration has been disturbed as part of a works scheme within their home. The payments are based on the number and type of rooms affected. The rate of compensation is set by the Department for Communities.

5. Safety

Smoke Alarms

You will have a smoke alarm within your property. It is important to check that the alarm is working properly. Please follow the advice below:

1. Test the alarm each week by pressing the test button for at least ten seconds. Ensure the battery is changed at least once per year.
2. Never remove or cover the alarm.
3. Never remove the battery from the alarm.

Crime Prevention

Please remember to keep all doors and windows locked which may provide access to intruders.

Always ask for identification from anyone you do not recognise. If you live in an apartment block, please ensure access is only granted to people you know.

Gas

If you smell gas, call Phoenix Gas on **0800 002 001**

Do – Open doors and windows to allow the gas to escape.

Do – Turn off the gas supply at the meter.

Do Not – Turn any electrical switches.

Do Not – Use matches or a naked flame.

Do Not – Smoke.

The Association does not permit any tenant to have liquid petroleum gas cylinders in your dwelling.

Electricity

Simple rules:

- Never wire more than one appliance to one plug.
- Never alter the electrical layout.
- Report damaged switches and sockets.
- Always disconnect plugs when not in use.
- Always ensure that appliances have the correct fuse in the plug.
- Always replace frayed flex on appliances.

Plumbing

Most mains stop valves are located under the sink in the kitchen, but not all. You should locate your stop valve now. Do not wait until you have an emergency.

If you have a burst pipe:

- Turn off the mains stop valve at once.
- Turn off your heating and immersion heater.
- Turn on all taps to drain the system as quickly as possible.
- Contact the Association.

Condensation

Condensation occurs when moist warm air reaches a cold surface. The moisture is usually caused by cooking, bathing, drying clothes on a radiator or using an unvented tumble dryer, etc.

Condensation if untreated can cause mould growth on walls and ceilings.

How to reduce the Condensation

- Make sure kitchens and bathrooms are ventilated properly after cooking and bathing by using the extractor fan or by opening a window.
- Close kitchen and bathroom doors to prevent the moist air moving throughout the house.
- If possible, dry clothes outside.
- Use central heating to maintain a constant temperature.
- If there is an affected area, wash the area with anti condensation fluid. This will help to kill the mould and prevent the mould from spreading.

6. Complaints

Complaints Policy Statement

Our complaints policy will follow the new model complaints handling procedure issued by the Northern Ireland Public Sector Ombudsman (NIPSO) in 2023 which was to establish a consistent and streamlined approach to complaints handling throughout the public sector.

This procedure will ensure that all tenants and others impacted by our service have equal service offered and that the process for managing complaints is open, fair and transparent. The process will ensure the complaint is investigated fully, have target response time for each stage, and shall be used to improve the services offered by the Association.

A complaint is an expression of dissatisfaction by one or more members of the public about NB Housing's action or lack of action, or about the standard of service provided by or on behalf of NB Housing.

Who can make a complaint?

Our complaints process is open to everyone who feels they have a genuine grievance about the services provided by NB Housing or how these services were administered or processed. The complaints procedure is not restricted to service users but available to any member of the public.

Complaints Procedure:

Stage 1: Frontline response

Frontline responses aim to respond quickly to a complaint within 5 working days from the time the complaint was made unless where this may be out of hours or weekend so the date shall be the next working day. It is envisaged that such complaints at stage 1 should be easily resolved and are not of a complex nature.

In exceptional circumstances a short extension may be necessary such as the availability of staff involved. These extensions should be exceptional and will only extend the response time to 10 working days from receipt of the complaint.

Where NB Housing have failed to deliver on these deadlines the complainant will have the right to have the complaint moved to stage 2.

Our Staff shall listen to the complainant with empathy and respond to the complainant at the earliest opportunity.

The response may be an on the spot apology and what measures will be put in place to resolve the complaint and prevent this from happening again.

Stage 1: Complaint response

There are a number of different approaches including face to face or telephone. Where a resolution has been achieved it is not necessary to write to the complainant, but this will be left to the Managers discretion. A record of the complaint shall be recorded on the complaints register.

NB Housing shall:

- Tell the complainant the outcome
- Explain the reasons for the decision or agree action taken to resolve the complaint
- Explain to the complainant that they can escalate their complaint to stage 2 and should do so within 30 days.
- Retain an accurate record of the complaint outcome given to the complainant. Where it is not possible to speak directly to the complainant write to them disclosing the outcome.
- Consider and review the complaint and discuss any lessons learned to amend policy or procedure and train staff.

Stage 2: Complaints process

This process is initiated when the complainant is dissatisfied with stage 1 response.
Stage 2 complaints shall be dealt with by the Director. An acknowledgement of the complaint will be issued within 3 working days.

The Director will conduct a fair and reasonable investigation into the complaint. The investigation may include a review of legislation, policy and practices, interview with staff and others.

The Director will consider whether it is necessary to interview the complainant as part of the process. Consideration will be decided where there is a need for clarity or other additional information. A written record of the meeting shall be made and shared with the complainant.

The Director will provide a response to the complainant as early as possible but no later than 20 working days. It may be permissible to extend this deadline in exceptional circumstances that has prevented an outcome being made.

Stage 2 Complaint Response

The stage 2 response will be in writing and in detail that adequately addresses the complaint raised. Unless the complainant has requested an alternative format.

In this correspondence and within two weeks of the day the complaints procedure is exhausted/ completed, the customer must be advised that they have exhausted the internal complaints procedure and they should be signposted to NIPSO.

Initiating a complaint associated with Anti-Social Behaviour

A complaint of Anti-Social Behaviour can be made in writing, by e-mail or verbally (in person or by telephone) to either of the Housing Association's office address listed below:

A complaint does not have to come from the individual experiencing the Anti-Social Behaviour. A political representative, police, council officer, social worker or member of the Association's staff may report the complaint initially.

Anonymous complaints will not necessarily be ignored. Such complaints can be acted on, for instance, the physical condition of properties and gardens.

However, in the absence of direct evidence from a complainant it may prove difficult to fully investigate such cases.

Office Address

Gatelodge
8 Flax Street
Belfast, BT14 7EQ

282-290 Crumlin Road
Belfast
BT14 7ED

Contact Details

Gatelodge Office
T 028 9059 2110
Text 074 9820 2221
E info@nb-housing.org
W www.nb-housing.org

Crumlin Road Office
T 028 9035 1131

Staff

Our Staff are here to help you settle into your new home and to answer any queries you have throughout your tenancy with NB Housing.

We are currently based across two offices in Belfast and can be reached at the following locations:

Gatelodge Office

8 Flax Street, Belfast BT14 7EQ Tel: 028 90 592110

Our Housing Department is located at the Gatelodge Office as is our Finance and Corporate Services Departments.

Donal Conway	CEO
Caroline Keenan-Jackson	Director of Housing & Corporate Services
Pauline McNaughton	Housing Manager,
Julie Edwards	Finance Manager
Kia Hellens	Business Improvement Manager

Crumlin Road Office

282-290 Crumlin Road, Belfast BT14 7ED Tel: 028 90 351131

Our Maintenance and Development Teams are located at the Crumlin Road office.

John Brooks	Director of Development & Property Management
Chris McVeigh	Customer Repairs Manager
David Erskine	Development Manager

Flax Foyer

16 Flax Street, Belfast BT147EJ, Tel:028 90 593301

Nuala McCallum	Scheme Manager

Holyrood House

30 Flax Street, Belfast BT14 7AP Tel: 028 90591133

Heather McCalmont	Tenant Support Worker

Our Staff Teams can be contacted

By telephone at the above telephone numbers,

By emailing info@nb-housing.org

Through the 'Getting in Touch' tab on our website www.nb-housing.org

By text on 074 9820 2221

THE TENANTS' GUARANTEE

Guidance on the Management of Accommodation Let on Secure Tenancies by Registered Housing Associations

Department of the Environment For Northern Ireland

NB Housing
Homes that build community

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The Guidance

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Introduction

1. What is this Guidance?

It is issued by the Department of the Environment (NI) (the "Department") using its powers under Article 11 of the Housing (NI) Order 1992 (the "1992 Order"). It is "The Tenants' Guarantee" which the Secretary of State for Northern Ireland undertook would issue as part of the Citizen's Charter initiative for Northern Ireland. It is a statement of the principles which housing associations registered with the Department should practice and the minimum standards which they should achieve in the interests of applicants for, and residents in their accommodation. There are also, of course, many important statutory obligations which associations are obliged to meet some, but not all, of these are referred are referred to in the Guidance which does not claim to give a full account of them. Moreover, in addition to this Guidance, which is issued under statute, associations are expected to take account of the more detailed guidance on good practice contained in the Department's Housing Association Guide and other non-statutory guidance which the Department may issue from time to time on specific subjects.

This guidance will be a major benchmark by which the Department will (and the public may) assess the management of an association's affairs. Where the Department finds mismanagement it has powers to act as described in paragraph 5 below.

2. To Whom is this Guidance Addressed It is addressed to the Northern Ireland Federation of Housing Associations (the "Federation") and to all registered housing associations which provide accommodation for rent.

Housing for special needs is often provided in partnership with specialist voluntary agencies. In such cases associations are still subject to this Guidance and they should ensure that their partners or agents operate in a way which ensures that the association complies with it.

3. Why is this Guidance issued now?

It is issued now as a consequence of the 1992 Order and because the Department wished to ensure that associations continue to achieve high standards of housing management. In addition to those tenants' rights which are provided by statute, this Guidance sets out rights which the Department expects associations to offer to tenants.

4. How will the Department monitor whether Associations are following this Guidance?

Primarily this will be by regular monitoring visits to all registered housing associations. In addition all associations will be required to lodge summaries of their lettings policies with the Department and with the Northern Ireland Housing Executive ("the Executive"). Summaries should also be sent by associations to the other relevant agencies referred to in paragraph B2.2 below.

5. How can the Department Enforce compliance with this Guidance?

In the first place the Department believes that associations will be anxious to maintain their reputation for good quality management and that public opinion, arising from widespread publicity, will also stimulate associations to meet the required standard.

Secondly, where failings are found through monitoring, associations will be advised and given a timetable to remedy them.

Thirdly, tenants of associations who have complaints about their landlords and have exhausted the association's own complaints procedures may ask the Department to investigate these matters.

In addition the Department will take into account the extent to which an association complies with this Guidance when deciding whether the association should receive Housing Association Grant or whether a Higher Management Allowance is justified.

Where the Department has reason to believe that there is serious mismanagement of the business of a registered housing association it can, under the 1992 Order, appoint a person to conduct an inquiry into the affairs of the association (Article 23). If such an inquiry results in a finding of misconduct or mismanagement the Department may, under Article 25 of the 1992 Order:

- Remove or suspend a member of the Management Committee or an Officer, Agent or employee of the association.
- Appoint a person as a member of the Management Committee
- Freeze the association's assets; and
- Limit the transactions or the payments which may be made by the association.

Article 11 of the 1992 Order explicitly states that the extent to which an association complies with this Guidance is one of the criteria by which the Department may assess mismanagement.

This Guidance is set out in the following pages.

The Guidance

A. Meeting Housing Demand

A1 The essential purpose of registered housing associations is to provide accommodation for those who are inadequately housed or homeless, and for whom suitable housing is not available at prices within their means, or at all, elsewhere in the local market. This section and Section B is guidance for meeting that objective.

A2 To qualify for registration, housing associations are required to retain their housing stock for letting (note i) and to dispose of it only in particular circumstances. Disposals require the consent of the Department (note ii) and except in limited cases it is the Department's policy to refuse consent for sale of tenanted property except to the tenant or to another registered housing association.

A3 From time to time the Department will determine in consultation with the Executive, the Federation and the Department of Health and Social Services the priorities of the Housing Association Development Programme and associations are expected to bring forward schemes to enable these priorities to be met.

A4 Associations should consult and co-operate with the Executive and other relevant public bodies, e.g., the Area Health and Social Services Boards, to identify housing need in any area. They should also ensure that the Executive supports in principle their proposals to meet housing need and should collaborate with voluntary and community organisations to make their housing service known to the relevant members of the public.

A5 Associations are expected to consider expeditiously all requests from tenants to participate in national mobility and exchange schemes.

(Note i – see Article 15(2) (a) of the 1992 Order)
(Note ii – See Article 13(2) of the 1992 Order)

B. Allocation of Accommodation

B1.1 Subject to any special aims and objectives which the Department has agreed, associations should follow closely the Model Selection Scheme produced by the Department. Their schemes should therefore be open, fair and based on housing need.

B1.2 A few associations currently use waiting lists which are fully integrated with those of the Executive. The Department hopes that such arrangements will increasingly be used by associations but in all cases where associations operate their own waiting lists (e.g. associations providing accommodation for battered wives, alcoholics etc) they should ensure that within each list applicants are arranged in order of housing need.

B2.1 Associations should make publicly and freely available a summary of:

a) Who is eligible for their accommodation;

b) How members of the public may apply for tenancies, including any arrangements for nominations or referrals from the Executive and other organisations;

c) Their policies and procedures for deciding on priority as between applicants, in sufficient detail to enable people seeking accommodation to take a reasonable view of their own priority; and

d) Their policies and procedures for responding to tenants wishing to move (whether or not by way of exchange of dwellings) to other dwellings let by that association or another landlord.

B2.2 Associations should send a copy of this summary to the Department, and to the Executive's local district office(s) in whose area they manage tenanted property. A copy should also be sent to local advice centres and other organisations advising the public on access to housing and be given to people who apply to the association for accommodation.

B3.1 Associations should prepare annual summaries of their letting activities to include a report on the number and types of lettings to different of applicant. They should make these summaries available to inquirers (see also G4)

B3.2 Associations should not deter low income applications by enquiring more rent in advance than that required to cover the first rental period returnable deposits should never be required for unfurnished tenancies, and should be kept as low as possible even when furniture is provided.

C. Terms of Secure Tenancies

C1 The Housing (NI) Order 1983 provides secure tenants of registered housing associations with a code of statutory rights (the "Tenants' Charter) and requires associations to supply secure tenants with information about their contractual and statutory rights and obligations.

C2 The rights of secure tenants include:

1. Security of tenure subject to associations being able to regain possession on certain defined grounds.
2. The right of a widow, widower or resident member of a family to succeed to the tenancy on the tenant's death.
3. The right to take in lodgers.
4. The right to sublet part of a home with the association's written consent.
5. The right to improve a home with the association's written consent.
6. The right to information about their rights under the Charter, the terms of their tenancy agreements and the arrangements for varying them.
7. The right to information to be consulted about matters affecting their homes and their tenancies (see section F).

C3 When offering tenancies to existing tenants of another association or the Executive, associations should explain to them fully any differences in contractual rights and obligations which the new tenancy will entail.

C4 In addition the tenancy agreement should:

a) State that the association is registered with the Department and is subject to this Guidance; and

b) Define clearly the landlord's statutory responsibility for repairs and the contractual responsibilities for internal decoration and repairs (and replacement of furniture and fittings where relevant) (see also Section E)

D. Principles upon which rent (and other charges) for Secure Tenancies are to be determined.

D1 Article 8 of the 1992 Order removes an obligation on the Department to specify rents charged by registered housing associations on most tenancies granted on or after 16th September 1992. However, tenants of registered housing associations whose tenancies began before 16th September 1992 (except those whose rents were previously fixed by associations) will continue to have their rents determined by the Department. That also applies to such tenants who, after that date, exchange tenancies by mutual assignment with another secure tenant.

D2 Paragraph (7) of Article 8 of the 1992 Order provides that those rents which are fixed by associations may only be increased once in any period of 12 months and no earlier than 12 months from the tenancy commencement date.

D3 All accommodation belonging to registered housing associations is intended to be accessible to people on low incomes, whether or not they are in paid employment or in receipt of housing benefit. Therefore for new tenancies beginning on or after 16th September 1992, associations are expected to set and maintain their rent at levels which are within the reach of those in low paid employment. This will usually entail setting rents below market level Associations should not discriminate in their rent setting between those who are eligible for housing benefit and other.

D4 In addition associations are expected to take account of the need to cover the costs (after subsidy) of loan charges, and of management and maintenance, including the requirement to make prudent provision for future repairs and in selling the rent for each dwelling, its size amenities and condition. Associations may also use location as a factor in their rent setting policy.

D5 Where associations require tenant to pay service charges they should inform those tenants how their service charges have been calculated.

E. Maintenance and Repair

E1 Registered housing associations must meet their statutory and contractual obligations to keep their housing property fit for human habitation.

E2 They should inspect their property to ensure that they meet these obligations. They should also make financial provision for long term maintenance.

E3 Associations should provide their tenants with information in clear terms on

a) Who is responsible for which repairs

b) Methods for reporting the need for repairs. These should give tenants open and easy access to their landlord

c) How long it should take for defined categories of repairs to be carried out, taking into account the importance to tenants of speed of response

d) How emergencies should be dealt with

e) What tenants can do if associations fail to meet their repairing obligations

f) Their policy for planned maintenance including cyclical decoration of external and common parts; and

g) Their policy for improvements, including the provision of alternative or temporary accommodation, disturbance payments (note iii), compensation (note iv) and the effect on rents.

(Note iii – See Articles 37 and 38 of the Land Acquisition and Compensation (NI) Order 1973)

(Note to Association have a statutory obligation to pay home loss payments to tenants required to leave their dwelling under the circumstances described in Article 30(1) of the Land Acquisition and Compensation (NI) Order 1973)

F. Consultation and Tenant Involvement

F1 Registered housing associations should consult all affected tenants about proposed changes to management and maintenance policies or practices, in particular where:

a) The Association proposes a change in the arrangements for management or maintenance, which substantially affects tenants

b) Physical improvements to the dwellings or environment are proposed by the association.

c) The Association proposed to change significantly the extent and cost of services paid for out of tenant' service charges; and

d) The Association is proposing to transfer its tenanted properties to another Association.

In addition associations should periodically consult tenants and / or their representative organisation(s) on their views about existing policies and service delivery, for instance by tenant satisfaction surveys.

Associations should make a reasoned response to tenants and / or their representative organisation(s) when they approach the association on a matter of concern to them or about proposals which they wish to make, including proposals for increasing tenant involvement in management.

F2 Associations should make arrangements for consultation which take into account the views of the tenants affected and the part which representative tenant organisations can play.

The consultation process should ensure that tenants are provided with sufficient information to understand the implications of the Associations proposals: and that they are subsequently informed how their views were taken into account.

F3 Associations should help and encourage representative tenant organisations. They should help them to obtain reasonable facilities for meetings and for the proper conduct of their business. They should also provide them with information about the association's performance (see G4 below) and consult them on policy reviews and similar exercises.

F4 Associations are encouraged to make arrangements or opportunities to enable tenants to participate in the management of the estate or group of dwellings of which they are tenants. All tenants should be informed of these arrangements.

G. Information to Tenants

G1 As described in other sections registered housing associations should inform their tenants and other interested parties about their.

a) Policies and procedures for selecting tenants and dealing with transfer requests

b) Terms of tenancy

c) Principles and procedures for fixing rent and other charges

d) Maintenance responsibilities and procedures; and

e) Arrangements for consultation and participation.

G2 In addition associations should have policies and procedures on the following matters and should inform their tenants of them in plain terms so that tenants and other interested parties may see how individual decisions fit in with them; namely –

a) For dealing with complaints about the association's service and its treatment of tenants and applicants. This should include an appeal procedure leading to the association's Management Committee. Associations are further encouraged to set up arbitration procedures for resolving disputes between themselves and their tenants.

b) For dealing with tenants' claims for compensation for failure of services etc:

c) For dealing with complaints about serious nuisance caused by other tenants:

d) For requiring tenants to move to alternative accommodation and the circumstances in which this might be necessary (note v):

e) For pursuing arrears of rent and other charges, including the circumstances in which the association may take legal action:

f) For allowing access to personal information held by the association (see G6 below), and

g) For meeting the requirements of tenants and members of their family who become disabled.

G3 The information in G1 and G2 should be provided in writing in plain English, and also, where appropriate, in Braille or on tape. It should also be outlined in person at the beginning of a tenancy and/or in meetings with tenants.

G4 Associations should make available information about their housing management performance to their tenants and should inform all their tenants what information will be provided on request. Each year they should prepare reports which, as a minimum, should provide information about

a) The rents charged for different categories of homes:

b) How quickly repairs were carried out

c) The association's success in collecting the rent due from all tenants

d) The association's empty properties; and

e) How quickly homes have been let or re-let and to what categories of people (see also B3.2)

These reports should be in readily understandable language, using tables and charts where appropriate. Associations are encouraged to circulate these reports, or summaries of them, to all their tenants, through, for instance, an existing newsletter.

G5 Associations should offer tenants help and advice in applying for housing benefit.

G6 The Data Protection Act gives people a statutory right (subject to certain exemptions) to see and check details about themselves which are held in the form of computerised data (note vi). Associations should also allow their tenants, former tenants and applicants for tenancies reasonable access to other personal information held about themselves or members of their family (other than that provided in confidence by third parties).

If the tenant, former tenant or applicant considers the records inaccurate he or she should be allowed to correct, or record his/her disagreement with the information held by the association.

(Note v – It is expected that these will only be fully justifiable management grounds, such as the need for vacant possession to carry out necessary works)

(Note vi – See Data Protection Act 1984)

Notes

Notes



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