



**YOUR
RIGHTS
AND
RESPONSIBILITIES**

Housing
Executive

YOUR RIGHTS AND RESPONSIBILITIES

This leaflet outlines your legal rights and responsibilities as a tenant in a Housing Executive home - what you must do as a tenant and what we must do as your landlord. The "General Conditions of Tenancy" also provided in the Tenants Pack provides more detailed information about your rights and responsibilities and those of the Housing Executive. Your tenancy agreement is the document you sign at the start of your tenancy. It is a legal contract and you should read it carefully. If you would like to know about your agreement contact your local District Office.

You should keep these documents in a safe place.

INTRODUCTORY TENANCIES

Every new tenancy has a trial period of 12 months known as an "Introductory Tenancy". If there have been no problems during the 12 month trial period, you will automatically become a secure tenant on the date written on the tenancy agreement. If, however, you break the conditions of the Introductory Tenancy the Housing Executive has the right to issue legal proceedings to evict you from your home.

WHO DOES AN INTRODUCTORY TENANCY APPLY TO?

All new tenants of the Housing Executive are granted introductory tenancies. However, if an existing secure tenant with the Housing Executive or a registered housing association transfers to a Housing Executive dwelling, the security of tenure will transfer. This also applies in respect of joint tenants if one or more of them were a secure tenant. Periods of time spent as a tenant of another introductory tenancy, without interruption, be it with Housing Executive, or registered housing association, will count towards the trial period in the new property.

YOUR RIGHTS AS AN INTRODUCTORY TENANT

When you sign up for your tenancy you will be given a leaflet entitled 'Your Introductory Tenancy' which provides a guide on your tenancy issues. The legal rights are as follows:

- You can repair and improve your home.
- Your husband, wife, civil partner or another close relative may be able to take over your tenancy if you die.
- You may be able to assign your tenancy
- We will consult you about any changes to your tenancy agreement.

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SECURE TENANCIES

After 12 months in your home you will become a secure tenant. This means that you have a right to stay in your home unless there is a legal reason why the Housing Executive needs to take it back or you break a condition of your tenancy. If the Housing Executive decides to take action to end your tenancy, we have to serve you notice that we are going to seek possession of your home. We then have to ask the courts to order you to leave.

YOUR RIGHTS AS A SECURE TENANT

As a secure tenant you have the following rights:

- We will consult you about matters that affect you.
- We will consult you about any changes to your tenancy agreement.
- Your husband, wife, civil partner or another close relative may be able to take over your tenancy if you die.
- You can take in lodgers.
- You can let part of your home (but not your entire home) to someone else if you ask our permission.
- You may be able to exchange (swap) homes with another tenant.
- You can repair and improve your home.
- You may be able to buy your home.
- You may be able to assign your tenancy

The following section explains your individual rights.

Succession

If you die, your husband, wife or civil partner has the right to take over your tenancy. This is called a legal succession.

An application for succession to a tenancy may be granted in the following circumstances:

- The applicant is the husband, wife or civil partner of the deceased or
- The applicant was the deceased's partner or is a member of the family and has lived there for over 12 months



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A person may also be eligible to succeed to a tenancy under the rules of the Housing Selection Scheme where:

- The applicant is a carer who has given up a tenancy or licence or sold their house in order to live with and care for the tenant who has then died. (Where the applicant was renting accommodation from a relative, he/she will not be eligible to succeed) or
- The applicant has accepted the responsibility for the deceased tenant's dependants

If this applies to you, please contact your District Manager for clarification.

If you have already taken over the tenancy following the death of a previous tenant, the tenancy may not go to someone else if you die. However, if there are special circumstances, we may agree to give them a new tenancy agreement and allow them to stay in the property. Where an introductory tenant dies the successor will become an introductory tenant, and not a secure tenant.

If you succeed to a tenancy you will not be entitled to new tenancy repairs. However, the normal health and safety checks will be carried out for the property. Your rights and entitlements about buying the property will be based on the deceased tenant's rights, and only arises after you have been a secure tenant for a period of not less than five years. Previous tenancies held by you may count in calculating the required five year period.

Joint Tenancies

A joint tenancy creates equal rights and obligations for each tenant.

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

- The proposed joint tenant is your husband, wife or civil partner.
- The proposed joint tenant would at the date of application be entitled to succeed to the sole tenancy if the existing tenant died.
- The proposed joint tenant was part of the current tenant's household when the current tenant was awarded the tenancy.
- The current tenant and the proposed joint tenant have been living as part of the same household for at least 1 year.

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Assignment

Assigning your tenancy means transferring your rights to another person. As a general rule the Housing Executive will not consent to an assignment unless it is legally obliged to do so.

The Housing Executive is legally obliged to consent to an assignment in the following circumstances:

- (a) If a Court orders an assignment as part of family law litigation;
- (b) If you have a legal right to an exchange.

Where there is no legal entitlement, the Housing Executive may allow an assignment in exceptional circumstances; for example, in situations in which it would not be practicable for the existing tenant to act as the tenant.

If you require more information please contact your District Manager.

Lodgers

A lodger is someone who lives with you but was not part of your household when you first moved in.

Secure tenants have the right to take in lodgers. However any extra income you may get from your lodger may affect your benefit entitlement.

Introductory tenants do not have the right to take in lodgers.

You should contact your local office for advice.

As a secure tenant you also have the following rights, provided the Housing Executive has given prior written permission:

Subletting

You may sublet part of your home. You may not sublet your whole home. This may also affect your benefit entitlement. Contact your local office for advice.

Exchanges

You may exchange your home with another secure tenant.



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Repairs and Improvements

You may carry out certain repairs and improvements to your home. Contact your local office for advice.

Permission for all the above must be obtained in writing from the District Manager before any action is taken.

Consultation

You have the right to be consulted about any changes in your conditions of tenancy or any housing management proposals which are likely to affect you. Your rent or District Heating charge can be increased without consultation, but we will give you 4 weeks notice. If changes in your tenancy conditions are proposed, we will give you preliminary notice and details of the proposed changes. You will be able to comment before any changes are made.

Details about consultation on improvements to your home are contained in a separate leaflet.

Information

You have the right to check that the information held about you on computer is accurate and up to date. You also have the right to see the information you provided in your application for housing or in relation to your tenancy. If you wish to see this information ask your District Manager. He/she will give you access to this information within 14 days of your written request.

Your Obligations

As a tenant of the Housing Executive you also have certain obligations towards us and your neighbours. These obligations are part of your tenancy agreement and if you do not comply with them we may consider ending your tenancy. This may mean you will have to leave your home.

Rent

You must pay your rent, rates and other charges promptly when due.

Nuisance

As a tenant (or a person residing in or visiting your home) you must not participate in any form of conduct, or allow any act causing or likely to cause a nuisance or

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annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality of your home.

The Housing Executive will treat any racist or sectarian harassment or harassment on the grounds of sexual orientation, political opinion or disability as a form of nuisance or annoyance likely to cause alarm or distress.

You must not use your dwelling house or any area within the locality of your home for immoral or illegal purposes. The Housing Executive may take action to end the tenancy if any tenant or a person residing in or visiting the tenant's home has been convicted of an indictable offence committed in or in the locality of the house. Action may therefore be taken in respect of drug dealing, prostitution, illegal gambling, illegal drinking or physical violence etc.

The Housing Executive may also seek to end a tenancy when a partner has vacated a dwelling house as a result of violence or threats of violence by the other partner.

In response to antisocial behaviour the Housing Executive may also issue injunction proceedings. An injunction is an order from the court which instructs a person to refrain from conduct causing a nuisance or annoyance within the locality of Housing Executive residential properties. Injunction proceedings are not restricted to Housing Executive tenants and may be initiated against any individual.

The Housing Executive may, if certain conditions are fulfilled, make application for an Antisocial Behaviour Order with respect to any person aged 10 or over. The conditions are that the person has acted in a manner that has caused or was likely to cause harassment, alarm or distress to persons residing in premises provided by the Housing Executive. Antisocial Behaviour Orders place prohibitions on an individuals behaviour and may exclude a person from a defined area and restrict the individuals association with others.

Use of your home

You must use your home only as a private dwelling. You must not run a business in your home or facilitate a mobile shop in the vicinity of your home. This does not include working from home. If you are in doubt about this, contact your local District Office for advice.



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Occupation

You must occupy your home as your only or main dwelling in order to be a secure tenant.

Repairs

You must maintain your home in a clean and tidy condition and keep in good repair anything which is listed as your responsibility in your tenancy agreement. This includes gardens and outside areas within the curtilage of the dwelling.

Structures

You must not erect or suffer or permit to be erected within the curtilage of the dwelling, any movable or immovable structure without the prior written consent of the District Manager, except to the extent that this is permitted by Statute.

Caravans/boats/vehicles

You must not park or allow to be parked any caravan, boat, vehicle or other items or goods in or around your home if they could cause nuisance or annoyance to people living next door or nearby.

Gas

High Rise and Flats – 4 floors and above:

- Liquefied Petroleum Gas (LPG) is prohibited in high rise and Sectra block flats where the appliance is portable or as an individual fixed installation. An LPG fixed communal installation with bulk storage supply could be considered but would require approval prior to installation.

Flats and Maisonettes (Ground, 1st, 2nd and 3rd floors with communal access):

- Liquefied Petroleum Gas (LPG) must not be used unless it is a fixed installation and the cylinders (propane) are stored in a well ventilated, non-combustible vandal resistant, thief-proof enclosure located outside on ground level at least one metre from any wall aperture i.e. door, ventilator, openable window etc.
- Portable appliances with LPG cylinders (butane) are prohibited.
- Tenants require the District Manager's written approval for a fixed installation.

Other dwellings: Contact your local District Manager for advice.

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Ending your tenancy

At the end of your tenancy you must give us “vacant possession”, that is, you must give us back the keys and not leave anyone living in the property. You must give us at least 4 weeks written notice of when you plan to leave the property. This 4 week notice period must end on a Monday and all keys must be returned to the District Office by 12.00 noon on the day you leave.

You must leave the property, fixtures and fittings in good condition when you go. Do not leave any of your belongings behind – the Housing Executive may dispose of them.

You will be responsible for any damage done to the property while you were a tenant. The District Office will give you details of the charge which will be levied for such damage. You can then make the necessary arrangements for payment.

Access

If we need to gain access to your home to inspect it or carry out works to install, service, improve or remove meters, you must allow us to do so. We will try to give you at least 24 hours notice unless there is an emergency.

Insurance

We are responsible for the structure of your home. At any time, through no fault of your own, clothing and personal belongings may be stolen or damaged by fire, storms, flood or burst pipes. Minor accidents such as accidental breakages can also happen. If you are not properly insured you will almost certainly have to pay the cost of replacing your household goods and possessions. We strongly recommend that you arrange for insurance of the contents of your home so that you will be protected against accidental damage, loss or theft. You can arrange house contents insurance through any bank, building society, or insurance agent.

Your Neighbourhood

As a tenant you have a duty to observe the terms of your tenancy agreement. The Housing Executive acknowledges that every individual is entitled to live in peace within their neighbourhood and that to provide a quality service, antisocial behaviour must be addressed effectively.

The Housing Executive is committed to tackling antisocial



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activity wherever it occurs on our estates and in whatever form it presents itself. The Housing Executive will seek to respond to instances of antisocial behaviour on Housing Executive estates whether the complainant is a tenant, private tenant or owner occupier. Such activity can range from excessive noise, illegal dumping, aggressive or violent behaviour.

A separate booklet is available which details the Housing Executive's policies and procedures.

The following paragraphs explain the tenancy agreement as it relates to your neighbourhood.

Pets

You can keep only one domestic pet; if you want to keep any more you should ask your District Manager, who will consider your request. If you live in a flat or maisonette, you cannot keep any pets unless your District Manager has given you written permission. If a neighbour's pet is causing nuisance, you should tell your neighbour about the problem. If the nuisance persists, contact your local District Office. We will send a member of our staff to speak to your neighbour on your behalf. We may also contact the USPCA or the public health department of your local District Council.

The Housing Executive has made provision for tenants who wish to keep more than one pigeon. A tenant who wishes to build a pigeon shed should seek written permission from the District Manager who will give clear instructions.

Car parking

Most flats and houses have car parking space which you can use. If you want to park your car in your own garden, you must build a proper hard standing and arrange for a footpath or crossing which you will have to pay for. Do not start to do this work without first asking the District Manager, who will advise you. If you have a caravan, boat or any other vehicle, you must not park it at or near your house in such a way as to cause nuisance or annoyance to your neighbours.

Gardens

You are responsible for maintaining your own garden. We are responsible for shared grass areas. If you live in a property with a shared yard, tenants have to arrange among themselves to take it in turns to keep it clean.

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Rubbish

When you take up your tenancy, we will make sure that you have a wheelie bin. If you lose or damage your bin, you will have to supply a new one. You can do this either by asking your local District Office who will supply a new one and then send you the bill, or by contacting your local Council directly and paying them. All rubbish should be placed in the wheelie bin and placed outside your home for collection on the day specified by the Council.

If you need to dispose of household items too bulky to go in your bin, you should contact your local Council who will collect them free of charge. You should arrange for this to be done promptly to ensure that they do not cause a nuisance or danger on public footpaths. If you have rubbish that you want to dispose of yourself, the Council provides dumps in your area.

You and your neighbours

If a neighbour or other individual is causing difficulties – for example - making noise late at night – you should tell him/her about the problem. Usually this will be the end of the matter. Should the nuisance persist contact your local District Office. Call in, phone or write to us.

On receipt of your complaint the Housing Executive will acknowledge your report and if necessary arrange a time and place to talk to you. During the interview you and your Housing Officer should agree a plan of action to stop the nuisance. If it is impractical for you to talk to the individual the Housing Executive may talk to them and emphasise the need to stop the nuisance.

We will try all reasonable means to help you resolve your dispute and we may ask you to consider mediation.

If this does not work and the problem persists, it may be appropriate for the Housing Executive to take legal action for instance, possession, injunction or Antisocial Behaviour Order proceedings.





Housing Executive

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