

Housing
Executive

General Conditions of Tenancy



General Conditions of Tenancy

This document is a tenancy agreement between you and the Northern Ireland Housing Executive. You are the Tenant and the Housing Executive is your Landlord and each has certain rights and duties which must be observed.

This agreement details rights and obligations.

Please read it carefully before signing the acceptance slip.

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Definitions

In These Conditions

“Area Manager”

means the Housing Executive’s Area Manager* in charge of the Housing Executive Area/District within which the dwelling is situated or any other person for the time being authorised in writing by the relevant Regional Manager to carry out the functions of the Area Manager under this Agreement;

**Note: Previous versions of our General Conditions of Tenancy referred to a ‘District Manager/Area Manager’ which are now known as ‘Area Manager/Regional Manager’ respectively.*

“Dwelling”

means the dwelling which is the subject of this Agreement;

“Housing Executive Responsibility”

means “Housing Executive Responsibility” within the meaning of Schedule 4;

“Schedule”

means the relevant Schedule to this Agreement;

“The Tenant”

means the tenant under this Agreement and if there is more than one tenant under this Agreement the individuals involved are joint tenants and references in the Agreement to the tenant shall be construed as though it referred to both of them and each of them;

“Tenant Responsibility”

means “Tenant Responsibility” within the meaning of Schedule 4.

Part I Tenant’s Obligations

The Tenant Promises As Follows

Rent

1. To pay the rent, rates and any other charges regularly and promptly when due.

Repairs and Maintenance

2. To maintain the dwelling in a clean and tidy condition, to make good any damage to the dwelling wilfully or negligently caused by the Tenant or any other person lawfully living in or lawfully visiting the dwelling, to maintain and keep in repair anything which is a Tenant Responsibility and to comply with the provisions of Schedule 4. (For the avoidance of doubt, it is agreed that the tenant’s responsibilities in respect of internal decoration are not diminished or affected in any way by the availability or non-availability of any redecoration allowances from the Housing Executive).

Use of the Dwelling

3. To use the dwelling only as a private dwelling house.

Occupation

4. To occupy the dwelling as the only or principal home of the Tenant.

Nuisance to Neighbours

5. Not to do or permit or suffer to be done in the dwelling or within the curtilage or neighbourhood of the dwelling any act or thing which is or may be an annoyance or nuisance to the occupiers of any neighbouring or adjoining premises.

Caravans, Etc.

6. Not to park or allow to be parked any caravan, boat, vehicle or other items or goods within the curtilage or neighbourhood of the dwelling in such a position or in such a manner as to cause a nuisance or annoyance to the occupiers of any neighbouring or adjoining premises.

Gas

7. Not to store or permit or suffer to be stored any Liquid Petroleum Gas if the dwelling is a flat or maisonette within a complex of four or more storeys in height.
8. Not to store or permit or suffer to be stored any Liquid Petroleum Gas without the written permission of the District Manager if the dwelling is any other type of flat with shared access.

Pets

9. Not to keep any domestic pets without the consent in writing of the Area Manager (if the dwelling is a flat or maisonette).
10. Not to keep more than one domestic pet without the consent in writing of the Area Manager (if the dwelling is not a flat or maisonette).

Planning and Building Control

11. Not to use or suffer or permit the dwelling to be used in any way contrary to the Planning (Northern Ireland) Orders, the Building Control Regulations or any amendment or replacement of such Orders or Regulations.
12. Not to breach or permit or suffer any breach of:
 - (a) the Planning (Northern Ireland) Orders or
 - (b) the Building Control Regulations or
 - (c) any amendment or replacement of those Orders or Regulations.

Structures

13. Not to 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 Area Manager except to the extent that this is permitted by Statute.

Keys

14. To pay for the replacement of any lost keys.

Assignments, Exchanges, Etc.

15. Not to assign, sub-let or otherwise part with possession of the dwelling or any part of it without the prior written consent of the Area Manager, except to the extent that this is permitted by Statute.

Compensation for Damage

16. To pay to the Housing Executive
 - (a) The cost of remedying any loss or damage to the dwelling or fixtures therein to the extent that such loss or damage has been caused by the Tenant or any person lawfully living in or visiting the dwelling.
 - (b) The cost of re-instatement if any unauthorised works have been carried out in respect of the dwelling.

End of Tenancy

17. To deliver up the dwelling at the end of the tenancy in an acceptable condition with all additions (if any) and fixtures in good and tenable repair (except to the extent that responsibility for such repair is placed upon the Housing Executive by this Agreement or otherwise) and in good decorative order and in a clean and tidy condition.

Access

18. To permit persons authorised by the Area Manager and the Housing Executive's employees to enter the dwelling for the purposes of:
- (a) viewing its condition; or
 - (b) reading, installing, servicing, improving or removing meters; or
 - (c) carrying out any works of repair; or
 - (d) carrying out any other works (whether of improvement alteration or otherwise).
19. The Housing Executive will normally (except in case of emergency):
- (a) give at least 24 hours notice before exercising any right of access conferred upon it by virtue of Clause 18 above and
 - (b) not seek to exercise such a right of access at any time prior to 9.00am or after 6.00pm.

Tenants are reminded of the advisability of checking the credentials of anyone wishing to gain access to the dwelling

Part II Landlord's Obligations

The Housing Executive Promises As Follows:

Landlord's Repairs

- (1) To keep in repair the structure and exterior of the dwelling.
- (2) To maintain any item in the dwelling which is a Housing Executive responsibility.
- (3) To decorate the exterior of the dwelling when necessary (unless the Tenant wishes to carry out external redecoration in which case consent will not be unreasonably withheld).

The Housing Executive's obligations to repair maintain and decorate must be construed subject to the following:

- (a) The Housing Executive is not under any duty to repair or maintain anything which is a Tenant responsibility or to carry out any works for which the Tenant is liable by virtue of this Agreement or otherwise.
- (b) The Housing Executive is not under any duty to repair or maintain anything:
 - (i) which was not constructed or provided by
 - (a) the Housing Executive or
 - (b) any person from which it derives title or
 - (c) any previous tenant (other than anything which was constructed or provided by the Tenant and in respect of which construction or provision the consent of the Housing Executive has been forthcoming);or
 - (ii) which the Tenant is entitled to remove from the dwelling.

- (c) The Housing Executive is not under any duty to rebuild or reinstate the dwelling in the case of destruction or damage by fire, tempest, flood or other inevitable damage. However, in any such case, the Housing Executive will normally rebuild or reinstate, unless in its opinion:
 - the cost of doing so would be disproportionately high or
 - there are other special reasons for not doing so.
- (d) In determining the standard of repair or maintenance necessary for compliance with the Housing Executive's obligations in that connection, regard is to be had to the age, character and prospective life of the dwelling at the time of the need for the relevant repair or maintenance.
- (e) The Housing Executive is not under any duty to carry out any work by virtue of its obligations to repair or maintain until a reasonable period has elapsed after the District Manager has been given written and specific notice (by or on behalf of the Tenant) of the need for such work.
- (f) The Housing Executive's duties to repair, maintain and decorate are subject to any additional limitations provided for in Schedule 4.

Quiet Enjoyment

If the Tenant pays the rent and observes and performs all the Tenant's obligations under this Agreement, the Tenant may quietly enjoy the dwelling without any interruption by the Housing Executive or any person claiming through or under the Housing Executive except to the extent that such interruption is expressly or impliedly permitted by this Agreement (in particular pursuant to Clause 3 in Part 111).

Part III Mutual Terms

And The Housing Executive And The Tenant Mutually Agree As Follows:

Termination of Tenancy

1. (1) The Tenant may bring the tenancy to an end by serving written notice of termination upon the Area Manager and the Housing Executive may, subject to the Tenant's statutory rights, bring the tenancy to an end by serving written notice upon the Tenant.

(2) Any such notice of termination shall take effect upon the Monday at the end of or immediately after the expiration of a period of four weeks beginning immediately after the date of service of such notice.

Remedies for Tenant's Breach

2. If the Tenant fails to observe or perform the Tenant's obligations under this Agreement or otherwise, the Housing Executive may serve written notice on the Tenant, specifying the respects in which there has been such failure and requiring the Tenant to remedy that failure within 14 days. If the Tenant does not comply with such notice, the Housing Executive, its employees, and persons authorised by the Area Manager shall be entitled to enter the dwelling and execute any works necessary to remedy the failure and the Housing Executive shall be entitled to recover from the Tenant, as a debt payable on demand, its costs in carrying out and arranging for the carrying out of such works.

Improvements

3. The Housing Executive has the right to carry out any works in or in respect of or in connection with the dwelling (whether works of repair alteration improvement internal or external decoration, or otherwise) and the Housing Executive shall not be responsible for the cost of any redecoration work necessitated by such works of repair, alteration,

improvement or otherwise and further shall not be responsible for any claim by the Tenant for any inconvenience or disruption or for any physical damage to the dwelling or items therein arising from or consequential upon the carrying out of such works other than any such claim arising out of the negligence of the Housing Executive or its employees.

Term of Tenancy

4. The tenancy is a weekly tenancy.

Variation of Rent

5. The Housing Executive may vary the rent and any other charges payable in respect of the dwelling, by giving written notice to the Tenant of such variation, at least four weeks prior to the coming into effect of such variation.

Rates Increases

6. Without placing itself under any legal obligation to do so, the Housing Executive will give the Tenant as much notice as is practicable in relation to any increase of the rates payable in relation to the dwelling.

Other Tenancies

7. The Housing Executive will not be liable to the Tenant in respect of any failure on the part of any other tenant of the Housing Executive under any other Housing Executive tenancy to perform or observe the tenant's obligations under that other tenancy nor shall the Housing Executive be liable to the Tenant for any failure or neglect on its part to enforce its rights under any such other tenancy.

Enforcement

8. Failure or neglect by the Housing Executive to enforce at any time any of the provisions of this Agreement shall not be construed or be deemed to be a waiver of the Housing Executive's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Housing Executive's rights to take subsequent action arising out of the breach of any provisions of this Agreement.

Severability

9. In the event that any of these provisions shall be held to be invalid, unlawful or unenforceable to any extent, such provision shall be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law.

Headings

10. The headings of the provisions in this Agreement are inserted for convenience or reference only and are not intended to be part of or affect the meaning or interpretation of any of those provisions.

Variation

11. The provisions of this Agreement represent the entirety of the Agreement between the Housing Executive and the Tenant and may only be varied or altered in accordance with Article 37 of the Housing (Northern Ireland) Order 1983 or such statutory provision as may alter or replace it or by the mutual agreement in writing of the Housing Executive and the Tenant.

Schedules

12. (i) The additional provisions set out in Schedule 1 apply if the dwelling is serviced by shared services.
(ii) The additional provisions set out in Schedule 2 apply if the dwelling is considered to be “Experimental Housing”.
(iii) The additional provisions set out in Schedule 3 apply if the dwelling is served by district heating.

Roads and Footpaths

13. (1) This Clause applies to any unadopted public right-of-way in the ownership of the Housing Executive adjoining or neighbouring the dwelling and to which the public has access.
(2) The Housing Executive does not accept any liability to the Tenant either in his/her capacity as tenant or as a member of the public in respect of the state of repair or maintenance of any such public right-of-way.

The Schedules

Schedule 1 Shared Services (Additional Provisions)

The Tenant Agrees As Follows:

Protection of Services

- (a) Not to build plant or dig within the strip of garden area measuring two metres back from where the footpath and the edge of the garden meet stretching along the entire front of the property or do any other act within that area (including any part of the pathway which comes within the area) which could cause damage to underlying pipes.

Schedule 2 Experimental Housing (Additional Provisions)

The Tenant Agrees As Follows:

Access

- (a) To permit persons authorised by the Area Manager and the Housing Executive’s employees to enter the dwelling for the purpose of carrying out any experiments which the District Manager considers to be appropriate.

Schedule 3 District Heating (Additional Provisions)

The Tenant Agrees As Follows:

Heating Charges

- (a) To pay the heating charges when due, in accordance with the payment system decided by the Housing Executive.

Access

- (b) To permit persons authorised by the Area Manager and the Housing Executive's employees to enter the dwelling for the purpose of disconnecting or re-connecting the heating supply.

And The Housing Executive And The Tenant Mutually Agree As Follows:

Variation of Heating Charges

- (c) The Housing Executive has the right to vary district heating charges by giving the Tenant at least 4 weeks' notice of such variation.

Payment System

- (d) Unless the Housing Executive notifies or has notified the Tenant to the contrary, the payment system shall be as follows: Charges payable for district heating will be payable weekly on account with rebates paid or surcharges to be charged on or about the 1st day of April each year or on the earlier termination of tenancy; the Housing Executive has the right to change the payment system at any time.

Remedies for Breach

- (e) If the heating charges are not paid when due the Housing Executive has the right to disconnect the heating supply without notice and the Tenant will be liable for the reconnection charges if the supply is subsequently restored.

Discontinuance of Service

- (f) (Without prejudice to the generality of the foregoing) the Housing Executive has the right (subject to the Tenant's statutory rights) to disconnect or discontinue the provision of district heating, provided it gives three months prior notice to the Tenant before doing so.

Schedule 4 Housing Executive Responsibilities And Tenant Responsibilities

The Housing Executive plans for the replacement of certain items on the basis of the expected life of the item. The minimum life of those items, before a replacement is normally considered, is

Room Heater	15 Years
Fire Place	15 Years
Sink.....	20 Years
Bath, Wash-hand basin, W.C Bowl.....	25 Years

These periods may be varied by the Housing Executive at any time. The timing of the actual works and the replacement times for other items (e.g. doors) will depend on individual circumstances and will be determined by the Housing Executive.

External Works

Repairs which are Tenant Responsibility

1. Care and upkeep of gardens and hedges.
2. Cleaning out gully traps.

Repairs which are Housing Executive Responsibility

1. Repairs to garden paths, walls, fences and gates, provided by the Housing Executive.
2. Replacement of refuse disposal bins ("Wheelie Bins"), every 7 years if required.
3. Replacement of rotary driers.
4. Maintenance of communal amenity areas (unless the area is the responsibility of the District Council).

5. Work involving structural repairs to external walls, external doors, windows (but not replacement of glass), roofs, chimneys, valleys, gutters, down pipes and house drains.
6. External paintwork.

Internal Decoration

Tenant Responsibility

1. To keep the interior of the dwelling in reasonable decorative order.

Electrical Repairs

Tenant Responsibility

1. Repairs to electrical appliances, fires and heaters not installed by the Housing Executive.
2. Door Bells and plugs.
3. Fuses except main fuses which are the responsibility of the Electricity Authority.

Housing Executive Responsibility

1. Electrical wiring.
2. Repairs to electrical appliances, fires and heaters where installed by the Housing Executive.
3. Door entry systems to communal blocks.
4. Ceiling roses and lamp holders.
5. Sockets and switches.

Repairs To Cooking Or Heating Appliances

Tenant Responsibility

1. Frets and baskets to open fires.
2. All-night burners.

Housing Executive Responsibility

1. Repair of defective solid fuel cookers and stoves.
2. Repair of defective room heaters.
3. Repair of fire surrounds.

Plumbing Repairs

Tenant Responsibility

1. Washers on taps.
2. Stoppers for baths, sinks and basins.
3. Chains for stoppers and W.C. chains.
4. Clearing air locks in pipes.
5. Replacement of wash-hand basins, W.C. bowls and seats (except where cracked through fair wear and tear or faulty installation).
6. Baths and sinks (except where cracked through fair wear and tear or faulty installation).

Housing Executive Responsibility

1. Clearing blocked sewers, drains and waste pipes*
2. Boilers and hot water cylinders.
3. Pipes and radiators and fittings.

**The Tenant must bear the cost of clearing blocked drains caused by dirty gully traps, or clearing waste pipes inside individual dwellings where the obstruction has been caused by misuse.*

Doors/Windows

Tenant Responsibility

1. Internal door hinges, locks and handles.
2. Doors, hinges, handles, catches and drawers on kitchen and bedroom furniture.
3. Draught proofing of doors and windows.
4. Replacement of broken glass.
5. Internal tiles on window sills.
6. Curtain rails.
7. Coat/hat hooks.

Housing Executive Responsibility

1. Window frames and sashes.
2. Repair of defective internal and external doors, saddles and door frames.
3. Hinges, locks and handles on external doors.
4. Letter boxes.

Structural and Other Repairs

Tenant Responsibility

1. Sweeping chimneys and any costs for work required because of failure to sweep chimneys.
2. Internal plaster cracks.

Housing Executive Responsibility

1. Walls, staircases and all structural timbers, roof, chimney and gutters.
2. Wall and floor tiling.
3. Architraves, skirting boards, timber sills and other internal decorative woodwork.
4. Airbricks and ventilators.
5. Roof insulation.
(Where the Tenant has not been in receipt of Grant Aid).
6. Timber rot.

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