

THIS TENANCY AGREEMENT IS BETWEEN

Rural Housing Association Limited ("the Association") of 2 Killyclogher Road, Omagh, Co Tyrone, BT79 0AX

and: Title FirstName Surname

of: Current Address ("**the Tenant**")

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

In respect of: New Address ("**the Premises**")

The Tenancy begins on: Monday Date

It is an Introductory Tenancy * / ~~It is a Secure Tenancy~~ * - the terms of which are set out in this Agreement, with rent due to be paid fortnightly commencing on the first Monday of the tenancy.

** Housing Association Officer to delete as appropriate.*

If you are an Introductory Tenant, you will become a Secure Tenant on the Date, provided the Rural Housing Association has not issued legal proceedings against you for possession of the "Dwelling" or the tenancy has not otherwise ceased to be an Introductory Tenancy by virtue of the provisions of the Housing (Northern Ireland) Order 2003.

SECTION 1 - RENT

In this Agreement the term "Rent" refers to the sum of the basic rent, rates and service charge (if applicable) set out below or as varied from time to time in accordance with this Agreement. Payment of Rent is due on the first day of each rental period.

IT IS AGREED AS FOLLOWS:

(1) Payments for the Premises

The weekly payments for the Premises at the date of this Agreement shall be:

Basic Rent:	£101.53
Rates:	<u>£ 13.31</u>
Total Payable	£114.84

(2) Service Charge

The Association shall provide the following services in connection with the Premises for which the Tenant shall pay the Service Charge.

_____ Not Applicable _____

The Association will endeavour to give at least four weeks notice of an increase in the Service Charge but is not required to do so.

(3) Changes in Basic Rent

The Association may vary the basic rent payable for the premises by giving the Tenant not less than four weeks notice in writing of the change. The basic rent stated in Paragraph (1) above will not be varied before April 2000. After this, increases will not take place more frequently than annually unless the Association is directed to do so by Department of the Environment.

(4) Changes in Rates

If rates are collected with the rent, the Association will endeavour to give reasonable notice of any variation but is not required to do so.

SECTION 2 - REPAIR OBLIGATIONS

(1) Repairs for which the Association is Responsible

Subject to Section 2 (2) (Repairs for which the Tenant is Responsible) and Section 2 (3) (Limitations on the Association's Repair Obligations), the Association shall:

- (a)** Keep in good repair the structure and exterior of the Premises including:
 - (i) Garden paths, steps, walls, fences and gates provided by the Association.
 - (ii) Outside walls, roofs, valleys, chimneys, chimney stacks and flues.
 - (iii) Gutters, external pipes, drains and sewers.
 - (iv) External and internal doors, door frames, hinges, locks, handles, saddles and letter boxes.
 - (v) Window frames, sashes, catches, sash cords and sills.
 - (vi) Plasterwork.
 - (vii) Internal walls, ceilings, floors, floor covering (where provided), wall tiles, staircases and skirting boards.
 - (viii) Decoration of external walls, ironwork and woodwork. (Normally carried out at approximately 5-year intervals).

- (b)** Keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation and for the supply of water and electricity, including:
- (i) Basins, sinks, baths, showers, toilets, flushing systems and waste pipes.
 - (ii) Electrical installation including wiring, sockets, switches, ceiling roses, lamp holders, electrical appliances, fires, heaters and door entry systems, emergency call and fire alarm systems.
 - (iii) Water heaters, hot water cylinders, water storage tanks, boilers, fireplaces, central heating installations and coal bunkers.
- (c)** Abide by the policy below for the following miscellaneous items:
- (i) Where refuse bins are required at the Premises of individual Tenants, the Association will ensure only that there is an appropriate bin in working order at the start of the Tenancy and accepts no responsibility thereafter.
 - (ii) Where rotary clothes dryers are required at the Premises of individual tenants, the Association will ensure only that there is an appropriate rotary drier at the start of the Tenancy and accepts no responsibility thereafter.
- (d)** Take reasonable care to keep common parts such as paths, entrances, car parks and common garden areas in reasonable repair and fit for use by the Tenant, other occupiers and visitors to the Premises.

(2) Repairs for Which the Tenant is Responsible

The following are the responsibility of the Tenant and not the Association:

- (i) Repairs to electrical appliances, fires, heaters and light fittings not installed by Association or not accepted by it for maintenance under Section 2 (3) (b).
- (ii) Fuses, except main fuses, which are the responsibility of Northern Ireland Electricity Plc.
- (iii) Electrical plugs, light bulbs, fluorescent tubes and starters.
- (iv) Keeping the interior of the dwelling in reasonable decorative order.
- (v) Frets and baskets to open fires and glass panels on room heaters.
- (vi) Care and upkeep of private gardens and hedges.
- (vii) Cleaning out gully traps outside and wastes at sinks, basins and baths.
- (viii) Stoppers and chains for baths, sinks and basins.
- (ix) WC seats and fittings.
- (x) Replacement of broken glass in windows and doors.
- (xi) Curtain rails and coat hooks.
- (xii) Minor repairs and maintenance (e.g.: oiling or tightening screws) to windows, kitchen units, other units, furniture provided by the Association, internal and external door hinges, locks and handles.

- (xiii) Clearing air locks in oil fired boilers caused by tenant allowing oil level in tank to run too low / run out.
- (xiv) Sweeping chimneys and any costs of work required because of failure to sweep chimneys.
- (xv) Minor internal plaster cracks.
- (xvi) In appliances supplied by the Association, cleaning and maintenance which is normally the user's responsibility.

(3) Limitations on the Association's Repair Obligations

The Association is not under any duty:

- (a) To repair or maintain anything which is the responsibility of the tenant as detailed in Section 2 (2). (Repairs for Which the Tenant is Responsible).
- (b) To repair or maintain anything constructed or provided by the Tenant unless written permission has been given in advance by the Association and after inspection the Association confirms in writing it is satisfactory (neither permission nor confirmation to be unreasonably withheld). Any item which the Tenant is entitled to remove from the premises will not be repaired or maintained at all by the Association. Below are listed items constructed or provided by previous tenants for which the Association accepts no repair responsibility:

_____Not Applicable_____

- (c) To rebuild or reinstate any Premises in the case of destruction or damage by fire, storm, flood or other inevitable damage. However the Association will normally rebuild or reinstate unless in its opinion there are special circumstances that make it unreasonable to do so. A written explanation will be available.
- (d) To make good any damage to the Premises or the Association's fixtures or fittings caused by the Tenant or any member of his or her household or any lawful visitor to the Premises fair wear and tear excepted.
- (e) To repair or maintain anything where specific notice of the fault has not been properly given to the Association by or on behalf of the Tenant.
- (f) To carry out non-essential repairs if the Tenant is six weeks or more in arrears of whatever portion of Rent he or she is personally liable to pay. (An essential repair is one which ensures the safety of the occupant(s) or which keeps the building weather-proof). If the tenant has arrears of six weeks or more but is reducing them by regularly paying a sum off the arrears plus his or her Rent, the Association will acknowledge this by carrying out those non-essential repairs for which it is normally responsible.

(4) Damage to Premises

The Tenant has a duty to make good any damage to the Premises or the Association's fixtures and fittings or to the common parts, caused by the Tenant or any member of the Tenant's household or any lawful visitor to the Premises, fair wear and tear excepted. If the Tenant fails to make good damage for which he or she is responsible the Association may enter the Premises and carry out the work in default and the cost of this work shall be recoverable by the Association from the Tenant. The cost of reinstatement of any unauthorised works carried out to the dwellings may similarly be recovered.

(5) Repair Targets

The Association shall make every effort to have the repairs for which it is responsible carried out within its published target period for the type of repair but it is not under any legal obligation to do so.

SECTION 3 - THE ASSOCIATION'S FURTHER OBLIGATIONS

THE ASSOCIATION AGREES

(1) The Tenant's Right to Occupy

To give the tenant possession of the Premises at the commencement of the Tenancy and not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises except where:

- (a)** Access is required to inspect the condition of the Premises or to carry out repairs, alterations, improvements or other works to the Premises or adjoining property.
- (b)** A Court has given the Association possession by ending the Tenancy.

(2) Tenants' Guarantee

To provide the Tenant with information on its housing management policies as required by the Guidance issued by the Department of Environment (NI) using its power under Article 11 of the Housing (NI) Order 1992.

(3) Insurance

To insure the building, fixtures and fittings it provides (but not the personal possession of the occupants).

SECTION 4 - THE TENANT'S FURTHER OBLIGATIONS

THE TENANT AGREES

(1) Possession

To take possession of the Premises at the start of the Tenancy, and not to part with possession of the Premises or sub-let the whole of it.

(2) Use of Premises

To use the Premises for residential purposes as the Tenant's only or principal home and not to operate a business at the Premises without the written consent of the Association.

(3) Rent

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

(4) Nuisance to Neighbours

Not to cause or allow members of his or her household or lawful visitors to cause a nuisance or annoyance to neighbours or other tenants of the Association.

(5) Racial and other Harassment

Not to commit or allow members of his or her household or lawful visitors to commit any form of harassment of the grounds of race, colour, religion, sex, orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his or her household, visitors or neighbours.

(6) Noise

Not to play or allow to be played any radio, television, record, compact disc, tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises between the hours of 11.00 p.m. and 7.30 a.m.

(7) Caravans, etc.

Not to park allow the parking of any caravan, boat, vehicle or other items or goods within the Premises or their neighbourhood in such a way as to cause a nuisance or annoyance to the occupiers of neighbouring or adjoining premises.

(8) Upkeep of Premises

To keep the interior of the Premises in a good and clean condition and to keep in repair anything for which the Tenant is responsible.

(9) Reporting Disrepair

To report to the Association promptly any disrepair or defect for which the Association is responsible.

(10) Access

To allow the Association's employees, or those authorised by it, access at all reasonable hours to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. The Association will try to give at least 24 hours notice and come between 9.00 a.m. and 6.00 p.m. Immediate access may be required in an emergency.

(11) Planning and Building Control

Not to use or allow the Premises to be used in any way contrary to laws relating to Planning and Building Control.

(12) Common Parts

To use common parts reasonably and to take reasonable care to keep them free from obstruction and fit for use by other occupiers and visitors. Also to observe any obligations relating to their use, such as maintaining security.

(13) Overcrowding

Not to allow more people than in the Association's opinion are appropriate to reside in the premises.

(14) Pets

To keep under control any animals kept at the Premises and to obtain the Association's written permission as detailed in paragraph 17 (f) of this Section.

(15) Gas

Not to store or permit to be stored any Liquid Petroleum Gas within the Premises. Storage of Liquid Petroleum Gas requires the Association's prior written permission.

(16) Keys

To pay for the replacement of any lost keys and the supply of any additional ones.

(17) Written Permission

The following are prohibited unless the Association's prior written permission has been obtained:

- (a)** Exchanging Premises with another tenant.
- (b)** Sub-letting any part of the Premises.
- (c)** Carrying out structural alterations or making alterations or additions to the Premises including those to fixtures such as fireplaces, kitchen units and tiles or work affecting floor coverings provided by the Association.
- (d)** Erecting or permitting to be erected any structure in the grounds of the property.
- (e)** Decorating any part of the exterior of the Premises.
- (f)** Keeping more than one domestic pet in the Association's houses.
- (g)** Installation of satellite dishes.

(18) Ending the Tenancy

To give the Association at least 2 weeks notice of terminating the tenancy and this shall take effect on the day ending the 2 week period if this is a Monday, and if it is not, the first Monday thereafter. The Tenancy will not end until both the notice period has expired and the keys of the Premises have been handed in, unless otherwise agreed.

(19) Moving Out

To give the Association vacant possession and return keys of the Premises at the end of the tenancy and to remove all furniture, personal possessions and rubbish and leave the Premises and the Association's fixtures and fittings in good lettable condition and state of repair. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy and will dispose of any such items as it thinks fit and without notice.

SECTION 5 - THE TENANT'S RIGHT

The information provided in this Section is a summary of statutory provisions and is provided for general guidance.

(1) Rights of Secure Tenants

The Housing (NI) Order 1983 provides secure tenants of registered housing associations with a code of statutory rights.

(2) Security of Tenure

The Tenant has security of tenure so long as he or she occupies the Premises as his or her only or principal home and subject to the Association being able to regain possession on the Grounds summarised in Section 6.

(3) Succession

On the death of the Tenant, his or her spouse has the right to succeed to the Tenancy if the Premises are his or her only or principal home. If a spouse does not succeed, the Tenancy may pass to another member of the Tenant's family who has resided in the Premises as his only or principal home throughout the previous twelve months. While only one succession is required under the Housing (NI) Order 1983, the Association may allow a further one. When a joint tenant dies, a surviving joint tenant is considered to be a successor.

(4) Lodgers

The Tenant may take in lodgers without the Association's permission.

(5) Sub-Letting

Part of the Premises may be sub-let after the tenant applies to the Association in writing and receives written consent.

(6) Improvements

The Tenant may make alterations and additions to the Premises only with the Association's prior written consent. This consent may be made conditional upon the work being carried out to a certain standard and failure to comply with the conditions may be treated as a breach of the Tenant's obligations.

(7) Information

The Tenant has a right to information from the Association about the terms of this Secure Tenancy, about the Association's repairing obligations, its policies and procedures on tenant consultation, housing allocation, transfers and exchanges, and arrangements for varying them.

(8) Consultation

The Association will consult with the Tenant before making changes in matters of housing management or maintenance, which are likely to have a substantial effect on the Tenant.

(9) Exchange

The Tenant has the right to exchange this Tenancy by assignment with that of another secure tenant of a registered housing association or the Northern Ireland Housing Executive subject to the prior written consent of the Association and the other landlord, which shall only be withheld on the grounds specified in Schedule 3A to the Housing (NI) Order 1983.

(10) Changing this Agreement

Apart from Rent payments, the Terms of this Agreement may only be altered by statutory provision, by mutual agreement between the Association and the Tenant, or by the Association inviting comments from the Tenant on the proposed changes and afterwards serving a notice of variation.

THE TENANT HAS THE FOLLOWING ADDITIONAL RIGHTS

(11) Right to Occupy

The Tenant has the right to occupy the Premises and use any associated common parts without interruption or interference from the Association except as allowed by this Agreement.

(12) Complaints

If the Tenant feels that the Association has broken this Agreement or not performed any obligation contained in it, he or she should first complain to the Association in writing giving details of the breach or non-performance. If the Association fails to deal with the complaint or continues not to comply with the Agreement the Tenant may obtain advice and information about his or her remedies at law from a local Citizens' Advice Bureau or law centre or from a solicitor.

SECTION 6 - EVICTION PROCEEDINGS

The information provided in this Section is a summary of statutory provisions and is for general guidance.

(1) Security of Tenure

The tenancy is a "secure tenancy" as defined in the Housing (NI) Order 1983. The Association therefore can seek possession only through the Courts and on the limited Ground set out in the Order, as summarised in this Section.

(2) Notice of Seeking Possession

At least 4 weeks before proceedings for possession are begun, the Association will give the tenant a written notice, which explains the reasons why it intends to seek possession. If the Tenant requests it, the Association will be willing to meet with him or her to discuss the matter, although under no legal obligation to do so.

(3) Grounds for Eviction without the Offer of Alternative Accommodation

- (i) Not paying rent, or other charges due, or breaking any of the conditions of tenancy described in this Agreement.
- (ii) The tenant or anyone residing in the Premises being a nuisance or annoyance to neighbours or being convicted of using the Premises for immoral or illegal purposes.
- (iii) The tenant or anyone residing in the Premises damaging or failing to look after the Premises, or the common parts also used by other tenants.
- (iv) Damage to any furniture provided by the Association caused by the tenant or anyone residing in the Premises.
- (v) Getting a tenancy by false statement.
- (vi) Money being paid in connection with an assignment by way of exchange.
- (vii) The Premises were only given as temporary accommodation while the tenant's principal home was being renovated and those works are complete.

(4) Grounds for the Association obtaining Possession with Alternative Accommodation Being Offered

- (i) The Premises are to be demolished or require major works, which cannot reasonably be carried out without vacant possession.
- (ii) The accommodation was designed for a physically disabled person, there is no longer such a person living there and the Association requires it for another disabled person.
- (iii) The accommodation has been provided for persons with special housing needs, there is no longer such as person residing in the Premises and it is required for letting to such a person.
- (iv) The dwelling is in a group of dwellings let to people with special needs so they can be near a social service or special facility, there is no longer a person with those needs in the dwelling and it is required for someone who has such needs.
- (v) Where a person has legally succeeded to the tenancy, is not the spouse of the former tenant and the Premises are larger than needed, the Association can seek possession between 6 and 12 months after the previous tenant's death. The court will take into account the age and length of residence of the tenant and the financial support given by him or her to the previous tenant.

(5) Obtaining Possession where the Tenancy appears to have been abandoned

Where the Premises are left unoccupied and the Association believes the tenant does not intend to re-occupy them, the Association may enter the Premises to make them safe and serve a notice asking the tenant to clarify his or her intentions. After 4 weeks if the Association considers it appropriate, a further notice terminating the Tenancy may be issued. A tenant who is aggrieved by this action may appeal to the Court within 6 months after the date of termination.

I acknowledge receipt of a copy of the Tenancy Agreement and agree that I understand it and will abide by its terms.

Signed by the Tenant or all Joint Tenants: _____

_____ Date: _____

Signed on behalf of the Association: _____

Position: _____ Date: _____

Rural Housing Association Ltd is registered with the Department for Social Development, Registration No R52. The Association is subject to any guidance on housing management practice issued by the Department and this Tenancy is one to which the Tenant's Guarantee applies.