

# Tenants Manual



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## Tenants Handbook

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## Tenancy Agreement

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In this Tenants Manual, the organisation known as **'Apex Housing Association Ltd'**, is also referred to as: **'Apex'**

# Tenants Handbook

## General Information



# Introduction

## Foreword from the Chief Executive

Dear Tenants

I would like to take this opportunity to welcome you to your new home with Apex Housing Association. We are committed to customer service at Apex and I would therefore urge you not to hesitate contacting our staff, where or when, the need arises.

I sincerely hope that you will be happy in your new home.

Yours faithfully



Mr Gerald E. Kelly  
Chief Executive  
Apex Housing Association Limited

## Mission Statement

“Working to build communities by providing quality and affordable accommodation, care and support”

And doing so in a setting where ...

- We are always person-centred
- We are accountable for everything we do
- We make best use of resources
- Diversity is valued
- Commitment is cherished
- We take pride in our work and in our housing association

# History of Apex Housing Association Ltd

## **The History of Apex Housing Association**

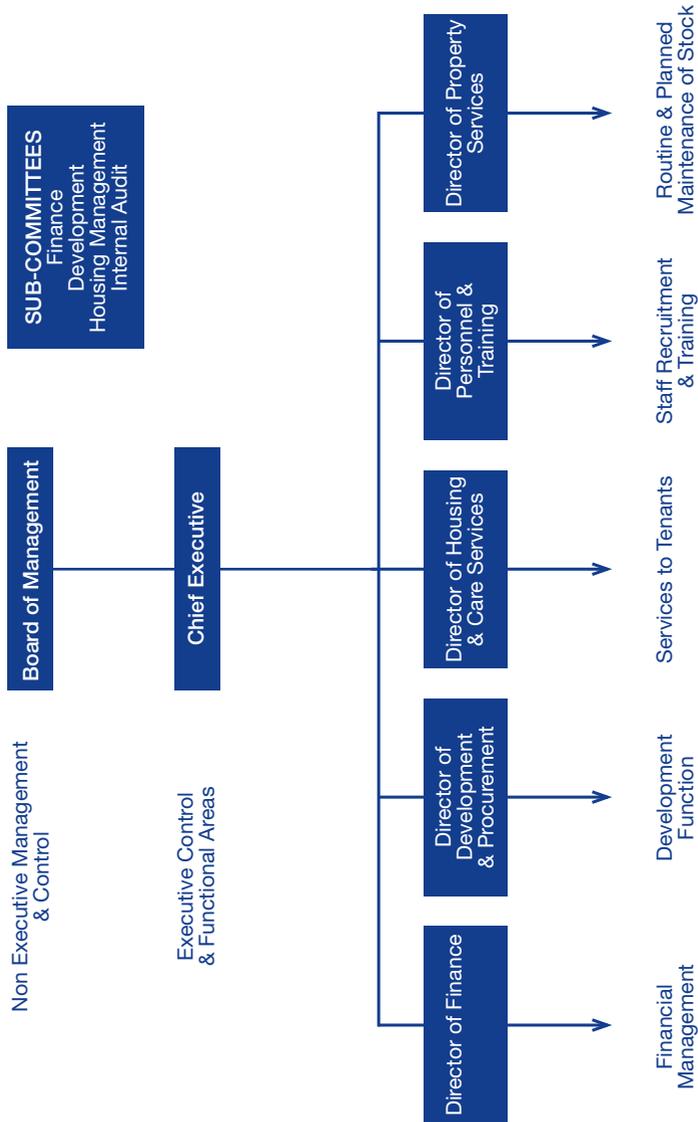
Apex Housing Association Ltd was originally established as Derry Housing Association in 1965 to tackle the serious housing shortage within the city. Housing conditions were generally poor with severe overcrowding and solutions to the problems were sought by members of the most affected communities under the guidance of local clergyman Rev. Mulvey. Their first step was to form a housing association (Derry Housing Association) and to raise capital to initiate housing projects by fundraising within the local business community.

Early projects were aimed at providing accommodation and promoting home ownership through acting as guarantor for home purchase loans, overseeing a compulsory savings scheme to accumulate mortgage deposits and building houses for sale to sitting tenants.

In 1977 the Association registered with the Department for Social Development which, for the first time, allowed it access to capital grant assistance for approved housing projects under the terms of the Housing (NI) Order 1976.

Today, the Association continues to meet housing needs through the provision of purpose built accommodation designed to meet the specific requirements of the occupants. Its geographical base has widened significantly which resulted in a change to North and West Housing Ltd in 1993 and finally to Apex Housing Association in 2010.

# Staff Structure



**Your Housing Officer is:**

**Your Property Services Officer is:**

# Offices

## Apex Housing Association Ltd

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### **REGISTERED OFFICE:**

10 Butcher Street  
Derry~Londonderry  
BT48 6HL

### **BELFAST OFFICE:**

6 Cromac Place  
The Gasworks  
Belfast  
BT7 2JB

**Telephone:** 028 7130 4800

**Email:** [info@apexhousing.org](mailto:info@apexhousing.org)

**Web:** [www.apexhousing.org](http://www.apexhousing.org)

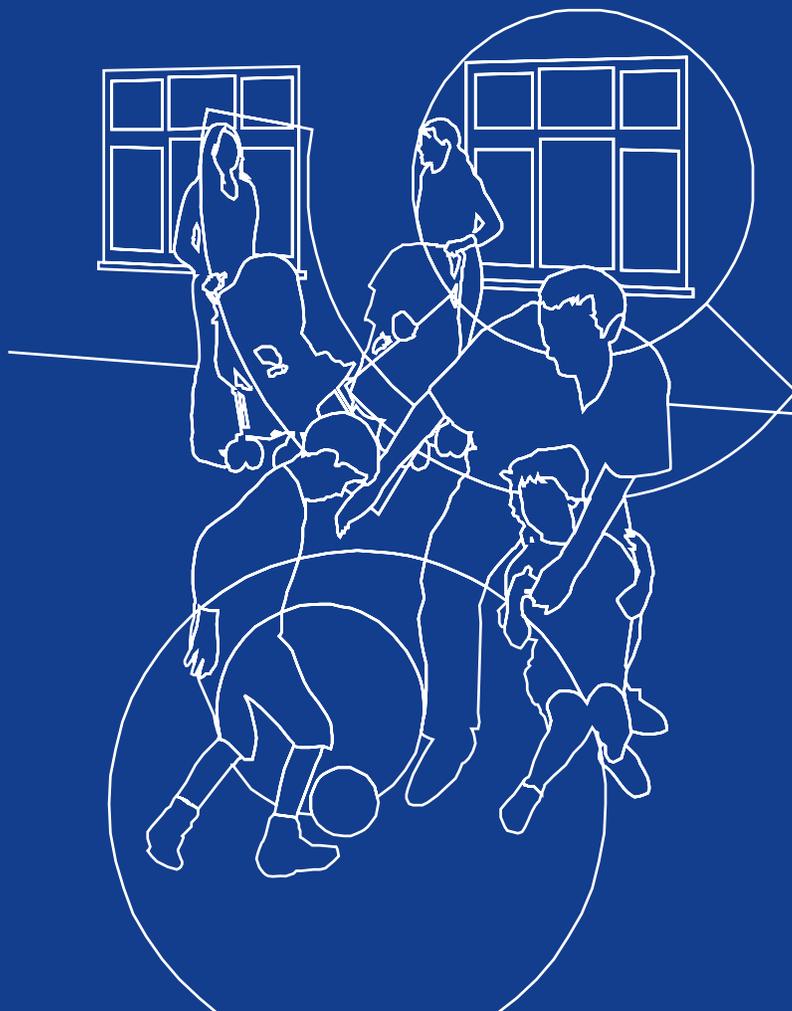
### **Out of hours 'Emergency Repairs'**

**Telephone:** 0800 731 3081

Apex Housing Association Ltd is registered as a housing association with the Department for Social Development N.I. R23 and has Inland Revenue Charitable Status, Reference No. XN 48080

1.0

# Rents, Rates & Service Charges



# 1.0 Rents, Rates & Service Charges

## 1.1 Rent Assessment

Apex Housing Association Ltd is committed to providing high quality accommodation, which is affordable to low income households.

Our charges are reviewed annually and through our audit, continuous improvement and tenant participation functions we endeavour to ensure that our services are not only delivered efficiently but that they are of a nature and to a standard that tenants expect.

Apex Housing Association Ltd operates a system of rent assessment which is in accordance with legislation and Department for Social Development (DSD) regulations. The attributes of the property are a key component in assessing rent levels. These include:

- **Dwelling Type**
- **Age of Dwelling**
- **Number & Type Of Rooms**
- **Heating System**
- **Type Of Access**
- **Availability Of Communal Facilities**

Each attribute is awarded a standardised number of points and these points, and the rent point value, are then used in the calculation of the rent.

## 1.2 Controlled Rents

The system of Controlled Rent Assessment applies to tenancies that existed prior to April 1993 (with the exception of 'Mixed Funded Dwellings', 'Joint Managed Accommodation' and 'Hostel Accommodation').

Rents are calculated by multiplying the total number of points assessed for the accommodation by the value of the point. The value of the rent point is determined annually by the DSD.

## **1.3 Decontrolled Rents**

Decontrolled rents apply to tenancies allocated after April 1993. Decontrolled rents fall into two categories:

### **1.3.1 100% Publicly Funded Property**

The rent is calculated on the same basis as for controlled rents.

### **1.3.2 Mixed Funded Property**

The rent is calculated on a similar basis as that for 100% publicly funded properties, however the point value is set by the Association by calculating the income required to cover annual expenditure.

## **1.4 Service Charge**

Depending on the accommodation, Apex Housing Association Ltd may provide additional services such as:

- **Communal Heating & Lighting**
- **Cleaning**
- **Gardening**
- **Laundry Facilities**
- **Upkeep Of Common Areas**

Where such services are provided, tenants will be required to pay a service charge in addition to their rent. The service charge is set by Apex Housing Association Ltd annually and is based on the actual cost of providing the services.

## **1.5 Support Charge**

Apex may also provide support services in particular circumstances. Where such services are provided, those receiving them may be required to pay for these services. The support charge is set by Apex and is based on the cost of provision.

## 1.6 Payment of Rent & Charges

You are responsible for the payment of monies due in respect of services provided by Apex Housing Association Ltd. The rental period is weekly and begins on Monday of each week. Your rent, rates and other applicable charges must be paid promptly when due.

If you are in receipt of Housing Benefit, whether paid directly to Apex or not, it is your responsibility to ensure that the benefit is paid. You are also responsible for advising the NIHE of any change in your circumstances which may affect your benefit. You should pay either weekly, fortnightly, every 4 weeks, or monthly in advance. Payment methods include:

- **Direct Debit**

This is the preferred method for paying your rent. It provides tenants with a convenient, secure and reliable way to ensure that payments are made regularly. By signing up for a Direct Debit, you are giving your bank permission to allow payments to be debited from your account and transferred to Apex.

Payments are collected by Allpay.net on behalf of Apex. Allpay.net will write and inform you of when your Direct Debit will commence and how much the payments will be. You may be charged an initial Direct Debit set up fee by your bank or building society. All other costs involved with collecting the payments are met by Apex Housing Association Ltd.

The amount collected from your bank account will automatically change if there is an increase or decrease in your charge. Apex will inform you of any amendments to your charges before the new amount is collected.

- **Swipe Card**

If you choose this method of payment then you will be supplied with a Swipe Card which will be embossed with your name and a unique payment reference number. There is no charge to the tenant for paying by Swipe Card.

Swipe cards can be used to make rent payments in the following ways:

- Over the counter with cash/your debit card at all Paypoint outlets and Post Office branches
- Online via [allpayments.net](http://allpayments.net) or [www.apexhousing.org](http://www.apexhousing.org) in conjunction with your debit card

- **Cash/Cheque**

Tenants are encouraged to pay their rent and other charges by Direct Debit or Swipe Card; however, in some circumstances, Apex Housing Association Ltd will also accept payments by cash/cheque.

Any cash/cheque payments in relation to General Needs tenancies should be made in person at our Head Office or Belfast office.

Any cash/cheque payments in relation to tenancies at Sheltered/Supported Living Schemes should be made in person to nominated staff at the scheme.

- **Debit Card**

Payments can be made in the following ways:

- In person or by telephone at our offices during normal office opening hours
- If you have an All Pay Swipe Card, payments can be made by telephone on **0844 557 8321** - 24 hours a day, 7 days a week

- **Online**

Payments can be made online in conjunction with your debit card and All Pay Swipe Card.

Payments can be made via [allpayments.net](http://allpayments.net)

Log onto the Apex website [www.apexhousing.org](http://www.apexhousing.org) and click on 'Pay My Rent'. This service is available 24 hours a day, 7 days a week.

## **1.7 Arrears**

If your rent account falls into arrears you should contact the Housing Officer responsible for your area immediately to discuss the matter in confidence. Your Housing Officer can provide you with advice on how to manage your debt, for example:

- Making an affordable weekly agreement to clear rent arrears
- Changing your payment method, e.g. setting up a Direct Debit
- Applying for Housing Benefit or Rate Relief
- Contacting your local Citizens Advice Bureau for advice on benefit entitlement
- Referring you to Apex's Floating Support service for budgeting advice
- Referring you to the Housing Rights 'Tenant Debt Advice Service' for free, confidential information, advice and support

Under no circumstances should you ignore any rent arrears letters. This could lead to Apex instigating legal proceedings to recover the debt and may also lead to you losing your home.

If you would like any further information about your rent or charges, you should contact your Housing Officer who will be able to provide you with more information on:

- **Setting rent and other charges**
- **Current charges and any changes in the previous 12 months**
- **Rent arrears and monitoring processes**
- **Service standards**
- **Methods of payment**

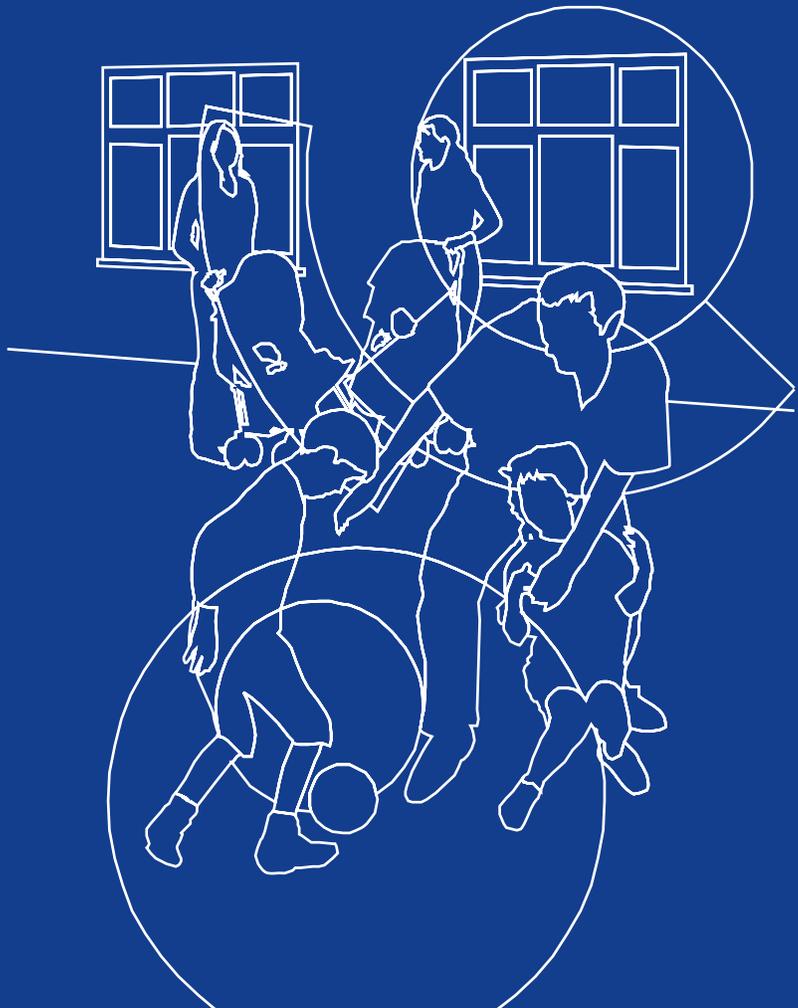
Apex will give reasonable notice of any variation in charges.



2.0

# Estate Management

Section 2.0



# 2.0 Estate Management

## 2.1 Overview

Apex Housing Association Ltd aims to provide sustainable communities through the management of estates. Apex acknowledges that every individual is entitled to live in peace within their neighbourhood. Apex endeavours to provide a quality housing service by effectively responding to the needs of residents and addressing any issues that may arise.

## 2.2 Use of Dwelling

You must occupy the property as a private dwelling and as your only or principal home. You must not use the property or the area surrounding the dwelling for any commercial business.

## 2.3 Nuisance/Anti-social Behaviour

You are responsible for the behaviour of every person (including children) living in or visiting your home, including responsibility for their behaviour in the home, on surrounding land, in communal areas (stairs, lifts, landing, entrance halls, shared gardens, parking areas) and in the locality of the dwelling house.

Whether the tenancy is 'secure' or 'introductory', breaching any of the 'General Conditions of Tenancy' or statutory obligations may result in Apex Housing Association Ltd taking action through the legal power provided by the Housing (NI) Order 1983 and Housing (NI) Order 2003.

## 2.4 Good Neighbour Agreement

To assist with the prevention of anti-social behaviour, promote good relations and assist with the development of stable, sustainable communities, Apex will encourage you to sign a 'Good Neighbour Agreement'.

The agreement is a voluntary charter that is additional to your legal tenancy agreement. The purpose of the Agreement is to obtain a commitment from you, that will ensure that you, your family and your visitors will contribute to a safe and welcoming neighbourhood by showing respect and tolerance to neighbours and by promoting good neighbourliness.

## 2.5 Pets

You are permitted to keep most types of pets in your home, but tenants must also adhere to the Pets Policy, which requires that tenants disclose details of all pets at sign-up. The following terms and conditions must also be adhered to:

- Written permission must be obtained if it is proposed to keep more than one domestic pet.
- Pets, such as cats or dogs, are not permitted in flats with communal entrances and passageways.
- Dogs are not permitted in flats above ground floor level, unless the flat has its own private entrance and enclosed garden.
- It is an offence to allow any breed of dog to be dangerously out of control in a public place.

## 2.6 Parking

- Communal parking bays cannot be designated to specific tenants.  
Parking in communal parking bays is on a first come, first served basis.
- If a tenant with a disability approaches Apex requesting parking, the request will be considered on the basis of the individual's circumstances.
- The parking of heavy goods vehicles will be considered on an individual basis.
- Caravans cannot be parked in car parks with shared parking facilities, without Apex's written permission.
- A mobile shop may only be parked at the premises if it is not causing a nuisance to neighbours, and there must be no trading from the shop while it is parked.

## **2.7 Access**

Occasions may arise when access is required to your home. You must allow Apex staff access to inspect the premises, or to carry out repairs or other works to the premises, or to the adjoining property. You must also give Apex staff access to conduct viewings with prospective tenants if you have given written notice to terminate the tenancy. The viewings will take place during the 4 weeks notice period.

Tenants are advised to check the credentials of anyone wishing to gain access to the dwelling.

Apex will endeavour to give notice, however, in the event of an emergency, immediate access may be required.

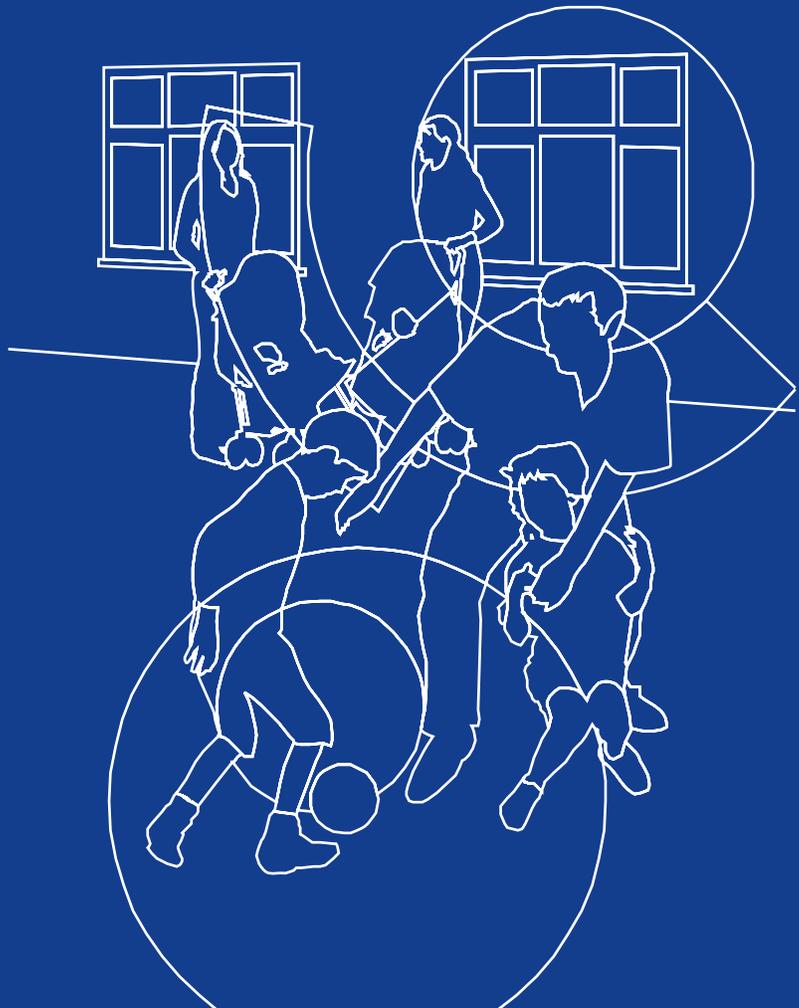
## **2.8 Moving Out**

- You must give Apex 4 weeks written notice of your intention to terminate your tenancy.
- It is your responsibility to remove all your property and ensure that the dwelling is left in a clean and tidy condition.
- You must ensure that repairs for which you are responsible are completed, otherwise you will be charged.



3.0

# Data Protection



## 3.0 Data Protection Act 1998

### 3.1 Personal Information

Apex Housing Association Ltd is obliged to comply with the Data Protection Act 1998, which allows you certain rights to access information held about you by Apex (other than that provided in confidence by third parties).

### 3.2 Who Do We Release Your Information To?

There may be circumstances where Apex have a responsibility to share personal data with others. Those circumstances are prescribed by law. Any disclosure of personal data is strictly in accordance with the Data Protection Act 1998. In the event that we consider it helpful to share information outside of the statutory provisions we will contact you first and only do so where you consent to the disclosure.

### 3.3 Your Rights Under The Data Protection Act 1998

As a tenant of Apex Housing Association Ltd, you have a right to the following:

- The right of subject access, i.e. to find out what information is held about you on computer and on most paper records.
- The right of rectification, blocking, erasure and destruction of information by application to the courts.
- The right to prevent the processing in some cases where the processing of the data is likely to cause substantial unwarranted damages and/or distress to you or anyone else.
- The right to prevent processing for direct marketing purposes.
- The right to compensation for damage and/or distress caused by any breach of the Data Protection Act 1998 as determined by the courts.
- Rights in relation to automated decision-making.

### **3.4 What Are The Relevant Data Protection Principles?**

Personal data held about you must be:

- Fairly and lawfully processed.
- Processed for specific purposes and not in any way incompatible with those purposes.
- Adequate, relevant and not excessive.
- Accurate and kept up to date.
- Not kept for longer than is necessary.
- Processed in line with your rights.
- Secure.

### **3.5 Requesting Access To Information Held About You?**

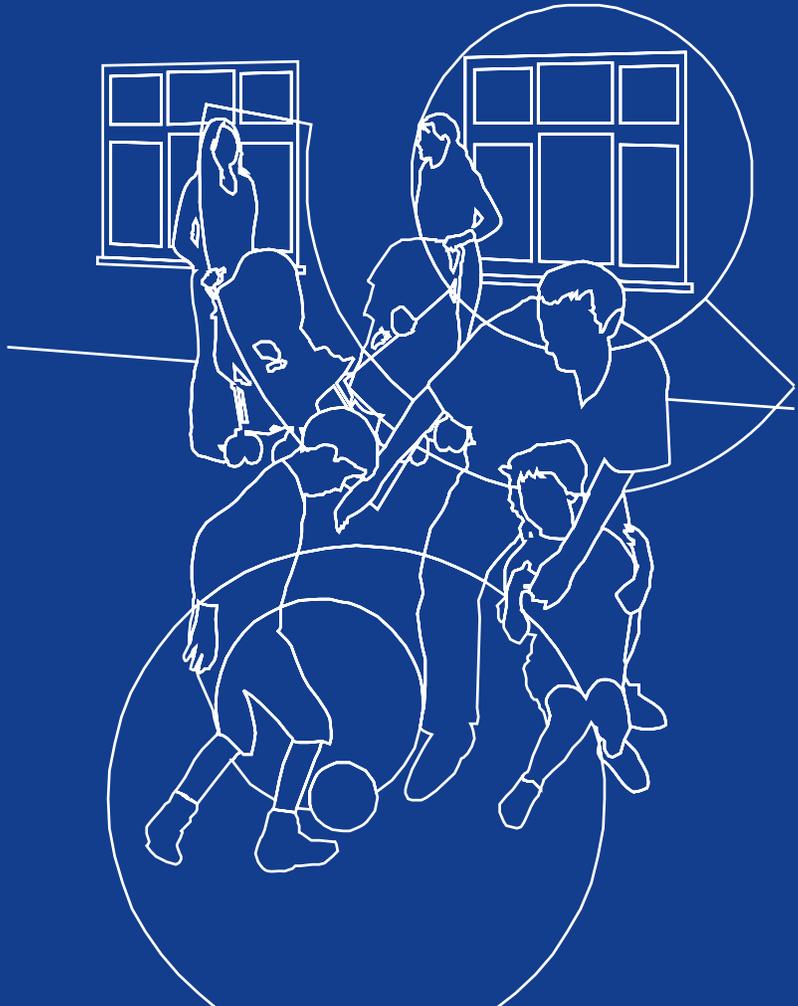
If you request information, you must complete the 'Subject Access Request Form' which is available from Apex. You should complete the form providing sufficient information to enable Apex staff to retrieve the specific personal data. You should return the completed form together with evidence of identification, i.e. copy of driving licence, medical card, benefit book, etc, to your Housing Officer.

Apex may contact you to confirm your details and a fee will be charged for paper copies of the information requested.

A copy of the Data Protection Act 1998 leaflet can be obtained from Apex Housing Association Ltd.

4.0

# Equal Opportunity



## 4.0 Equal Opportunity

### 4.1 Fair & Equitable Treatment of Tenants

Apex Housing Association Ltd is committed to ensuring the fair and equitable treatment of its tenants. In compliance with Section 75 of NI Act 1998, Apex Housing Association Ltd operates an equality scheme. It is in the interest of Apex and its tenants to ensure that direct and indirect discrimination does not occur on any of the following grounds:

- **Age, Religion, Disability, Political Beliefs, Family Circumstances, Sexual Orientation, Gender, Marital Status, Race**

Apex will take every possible step to ensure that its tenants are treated fairly, equally and with respect and tolerance.

Apex is required to adhere to equality legislation.

### 4.2 Violence/Aggression & Abuse of Staff

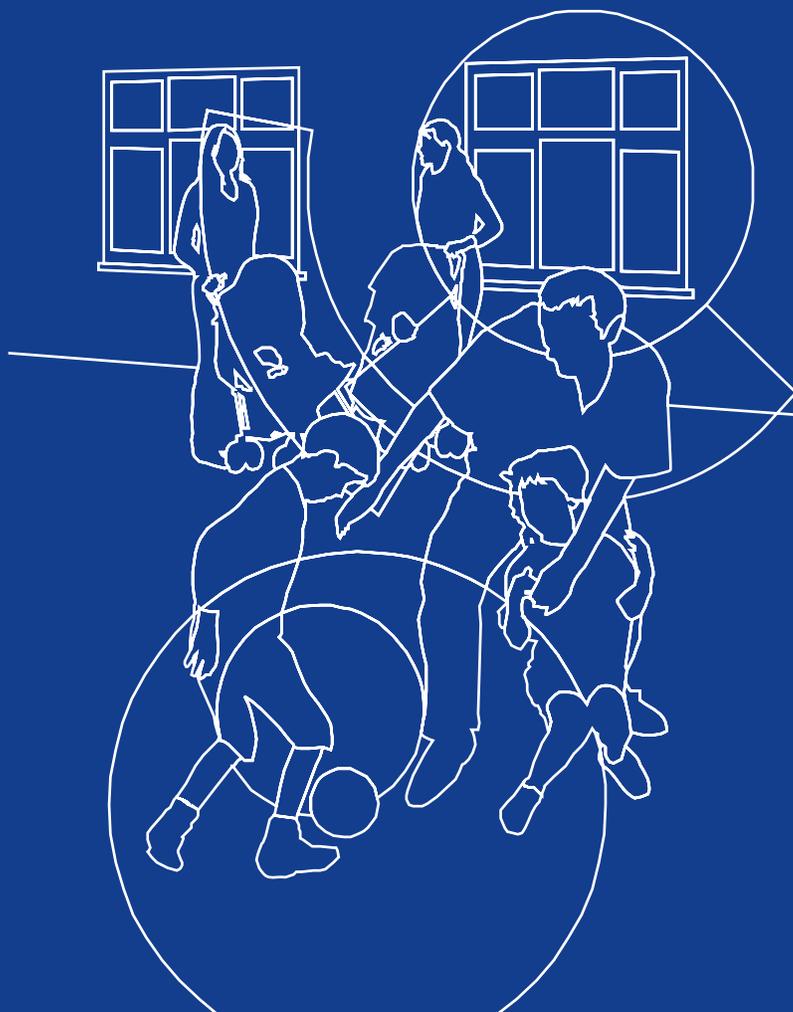
Apex accepts its responsibilities towards maintaining the health, safety and welfare of its employees. All Apex employees have the right to perform their duties without fear of abuse or violence. We place high value on creating a positive working environment and take the view that any form of violence, aggression or abuse towards any employee is unacceptable.

If tenants, applicants or members of the public behave in an unacceptable manner towards Apex staff, staff members have the right to withdraw the service and Apex will consider taking further action against the perpetrator.



# 5.0

# Tenancy Matters



# 5.0 Tenancy Matters

## 5.1 Transfers

If you are interested in transferring you may apply to Apex Housing Association Ltd by completing a 'Housing/Transfer Form', which you can obtain from Apex, any Housing Executive office or any other registered housing association. Your Housing Officer will visit you and assess your housing need in accordance with the 'Common Selection Scheme'.

## 5.2 Exchanges

A direct exchange is where a tenant of Apex mutually agrees to exchange their property with another tenant of Apex, NIHE or another registered housing association. You must request permission to exchange by completing a 'Transfer/Exchange Form'.

If the person whom you wish to exchange with is a tenant of another social landlord, both Apex and the other landlord must approve the exchange before it can take place. If an exchange is not approved, you will be given reasons, in writing for the decision.

Introductory tenants do not have the right to exchange during the trial period.

## 5.3 Joint Tenancies

Apex Housing Association Ltd will allow joint tenancies to be created, only where one of the following requirements has been satisfied:

- The current tenant is the husband, wife or civil partner of the proposed joint tenant.
- The proposed joint tenant is, at the date of application for approval, a person who would be entitled to succeed in the event of the existing tenant dying at that date.
- The proposed joint tenant was part of the current tenant's household when the current tenant was awarded the tenancy by Apex.
- The current tenant and the proposed joint tenant have been living together as part of the same household for at least a period of 1 year immediately prior to the date on which Apex's approval was sought. In certain circumstances, a Designated Officer may decline to approve a joint tenancy under this category if he/she has compelling evidence that the existing tenant is likely to move out of the property in the short-term future.

### 5.3.1 Changes to a Tenancy

- Where a sole tenancy is being changed to a joint tenancy, this will be treated as a new tenancy. This tenancy will be a secure tenancy provided the previous sole tenancy was a secure one, otherwise the trial introductory period would continue for the remainder of the twelve months.
- Where a request for joint tenancy is approved, Apex Housing Association Ltd will notify the tenant in writing, and both joint tenants will be required to sign a new Tenancy Agreement.
- Where a joint tenant leaves a property, a joint tenancy still exists provided one of the joint tenants occupies the premises as their only or principal home.
- Where either joint tenant terminates the tenancy lawfully by serving a four week written notice, this brings the tenancy to an end. Apex is not legally obliged to agree to any request from a remaining party for the tenancy, nor is that remaining party legally entitled to a tenancy of that dwelling. However, Apex may decide to grant a new tenancy of that dwelling if it considers appropriate in all the circumstances to do so.
- If the remaining joint tenant wishes to continue to occupy the dwelling after the joint tenancy has ended, and Apex agree, he/she will be notified in writing and will be signed up as a new tenant.
- If Apex agree to a remaining joint tenant continuing to occupy the dwelling after the joint tenancy has been terminated, the new tenancy being granted will be a secure tenancy provided the previous joint tenancy was a secure tenancy. If the previous joint tenancy was an introductory tenancy, the new tenancy will be an introductory tenancy for the remainder of the trial period.
- Where a joint tenant dies, the remaining joint tenant automatically becomes the sole tenant. As he/she will have already been signed up as a new tenant at the creation of the joint tenancy, he/she is not treated as a successor.

### 5.4 Lodgers

If you are a secure tenant, you may accommodate a lodger(s). Lodgers are treated as a member of your household under the terms of your Tenancy Agreement. If you have paying lodgers at your home, your housing benefit claim will be affected.

## 5.5 Subletting

If you wish to sublet any part of your dwelling, you must submit your request in writing to Apex.

Apex will normally give permission to sublet provided it would not cause overcrowding. We may not give permission if we are planning to carry out any work that would affect the property to be occupied by the sub-tenant or if your house has been designed for a special cause (e.g. group housing).

## 5.6 Introductory Tenants

You are not permitted to take in lodgers or to sublet your property if you are an introductory tenant.

## 5.7 Succession

Following the death of a tenant, a succession of tenancy may occur either because of a statutory right to succeed as set out in the Housing (NI) Order 1983, or because of specific circumstances set out within the 'Common Selection Scheme'. The following categories of people can succeed on legal grounds:

- The husband, wife or civil partner of the deceased.
- A member of the deceased's family if that person was residing with the deceased throughout a period of 12 months ending on the date of the deceased's death and the family member occupied the dwelling as his or her only, or principal home.

A person is also to be treated as a member of the family, for the purposes of legal entitlement to succeed if he or she and the deceased have been living together in a relationship as husband and wife. The guidance outlined regarding 12 month occupation as a principal home applies.

A legal succession cannot occur if the deceased tenant was a legal successor.

Where there is no legal entitlement to succeed and where there has been no previous succession, a new tenancy should only be granted in the following circumstances:

- If the person wishing to be the successor was the partner of the deceased and they had been living together for a year.

- If the person wishing to be the successor was living with the deceased in order to provide care for him or her and in order to do so, the carer has sold a dwelling or given up a tenancy or licence.
- If the person wishing to be the successor has accepted responsibility for the deceased's dependants.

Where the deceased tenant was a legal successor, a further succession can only occur where the deceased was the spouse/parent/brother or sister of the potential successor. With the exception of spouses, the potential successor must have been resident at the property for 12 months.

## **5.8 Assignment**

Assignment of a secure tenancy may be granted either where statutory provision permits under the Housing (NI) Order 1983, or where exceptional circumstances arise as permitted by the 'Common Selection Scheme'. There are two situations in which statutory provisions result in an assignment:

### **5.8.1 Assignment Following A Court Order**

In certain types of matrimonial proceeding, in certain circumstances, the courts have the powers to make an order transferring a 'secure tenancy' from the tenant to another person.

### **5.8.2 Assignment By Way Of Exchange**

Article 32A of the Housing (NI) Order 1983, permits 'secure tenants', with the written permission of Apex Housing Association Ltd, to assign (exchange) their tenancy to another secure tenant, who in turn will have acted similarly. Consent cannot be unreasonably withheld except on the grounds detailed in Schedule 3 of the Housing (NI) Order 1983.

### 5.8.3 Exceptional Circumstances

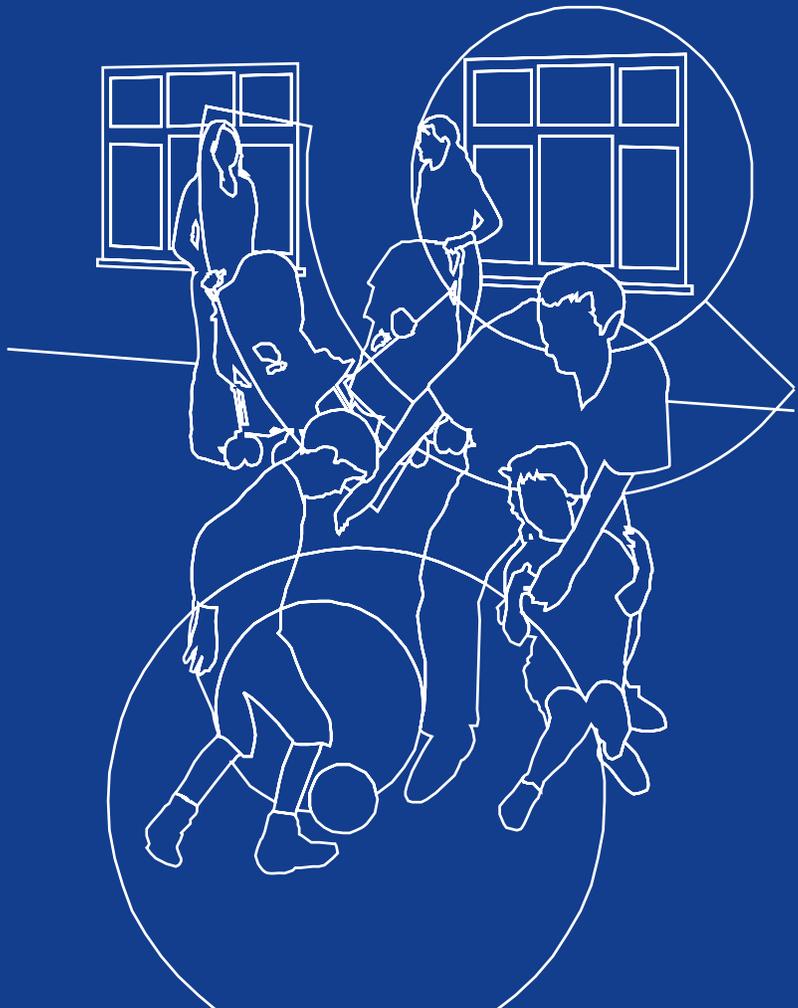
An assignment may also be permitted under policy rules, in the following exceptional circumstances:

- Where it is not practical for the existing tenant to act as such, e.g. extreme illness.
- If the existing tenant leaves and someone else takes responsibility for any dependant children left in the household.
- If the tenant goes into a residential home on a long-term basis and other members of the household remain in the property and wish to become tenants (conditions apply).
- If the tenant has to be re-housed in sheltered/special needs accommodation and other member(s) of the household remain in the property and wish to become tenant(s) (conditions apply).



6.0

# Tenure



## 6.0 Tenure

### 6.1 Your Tenancy with Apex Housing Association Ltd

The tenancy agreement is an agreement between you and Apex Housing Association Ltd, which is a housing association registered with the Department for Social Development (DSD). You are the tenant and Apex Housing Association Ltd is your landlord and each has certain rights and responsibilities which must be observed, many of which are statutory.

Secure tenants enjoy security of tenure which means that the tenancy cannot be terminated by Apex Housing Association Ltd without a court order, granted on the basis of one of the 11 statutory grounds set out below. In most cases, the court must be satisfied that it is reasonable to make an order for possession.

Introductory tenants have non-secure, trial tenancies which last for a period of 12 months, after which your introductory tenancy will automatically become a secure tenancy, unless Apex Housing Association Ltd has issued proceedings to obtain possession of your property.

Section 1.0 of the Tenancy Agreement clearly indicates your tenancy status and if you are an introductory tenant, it will indicate the date on which your trial period should end.

### 6.2 Failure to Comply with your Tenancy Conditions

When you become a 'secure tenant' you must continue to behave responsibly and keep to the terms and conditions of this Tenancy Agreement. If Apex Housing Association Ltd want to take possession of the property it would have to show that there is a valid reason. The reason(s) must be based on reasons called 'grounds' which are defined by law (see Section 6.0 of Tenants Handbook). Before going to court, Apex Housing Association Ltd would have to serve you with a 'Notice of Seeking Possession' setting out the 'ground' on which it is seeking possession, and its reasons for serving the notice. The notice must be at least four weeks unless the reason for the notice being served is anti-social behaviour or nuisance. Where the grounds for possession include nuisance or other anti-social behaviour, proceedings may begin immediately and this will be specified in the 'Notice of Seeking Possession'. You would have the right to present your case at a court hearing and to have legal representation if you wish, and a judge would then decide whether to award a possession order.

If possession is granted under ‘Grounds 1-6’ below, no offer of alternative accommodation will be made. If possession is granted under ‘Grounds 7-11’, alternative accommodation must be offered. The statutory grounds on which Apex can obtain possession are: ‘Grounds 1-6’ of the Housing (NI) Order, 1983 - Part 1: Schedule 3.

## Grounds For Possession Against A Secure Tenant

### Grounds 1-6 of the Housing (NI) Order, 1983 - Part 1: Schedule 3

All of grounds 1-6 require the additional criterion that the court is satisfied that it is reasonable to make an order for possession.

#### Ground 1

Any rent lawfully due from the tenant has not been paid or any obligation of the tenancy has been broken or not performed.

#### Ground 2

The tenant or any person residing in or visiting the dwelling house has been:

- 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** has been convicted of using the dwelling house **or** allowing it to be used for immoral or illegal purposes **or** an arrestable offence committed in, or in the locality of the dwelling house.

#### Ground 2a

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

- One or both of the partners is a tenant of the dwelling house
- One partner has left because of violence or threats of violence by the other towards that partner **or** a member of the family of that partner who was residing with that partner immediately before the partner left
- The court is satisfied that the partner who has left is unlikely to return while the other continues to occupy the dwelling house.

### Ground 3

The condition of the dwelling house, or any of the common parts, has deteriorated owing to acts of waste by, or the neglect or default of the tenant or any person residing in the dwelling house and, in the case of any act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. In this paragraph, the ‘common parts’ means any part of the building comprising the dwelling house, and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of the dwelling houses let by the landlord.

### Ground 4

The condition of any relevant furniture has deteriorated owing to ill-treatment by the tenant or any person residing in the dwelling house and, in the case of any ill-treatment by a person lodging with the tenant or sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

In this paragraph ‘relevant furniture’ means any furniture provided by the landlord for use under the tenancy or for use in any of the common parts (within the meaning given in Ground 3).

### Ground 5

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly, or recklessly by the tenant, or a person acting at the tenant’s instigation.

### Ground 5a

The tenancy was assigned to the tenant, or to a predecessor in title of his who is a member of his family and is residing in the dwelling house, by an assignment made by virtue of Article 32a and a premium was paid either in connection with that assignment which the tenant or predecessor himself made by virtue of that Article. In this paragraph ‘premium’ means any fine or other like sum and any other pecuniary consideration in addition to rent.

## Ground 6

The dwelling house was made available for occupation by the tenant or his predecessor in title while the works were carried out on his dwelling house which he previously occupied as his only principal home and:

- He (or his predecessor in title) was a secure tenant of that other dwelling house at the time when he ceased to occupy it as his home
- He (or his predecessor in title) accepted the tenancy of the dwelling house of which possession is sought on the understanding that he would give up occupation when, on completion of the works, the other dwelling house was again available for occupation by him under a secure tenancy
- The works have been completed and the other dwelling house is so available.

## Grounds 7-11 of the Housing (NI) Order, 1983 - Part 1: Schedule 3

### Ground 7

The landlord intends, within a reasonable time of obtaining possession of the dwelling house to:

- demolish or reconstruct the building or part of the building comprising the dwelling house **or** carry out work on that building **or** on land let together with, and thus treated as part of the dwelling house **and** cannot reasonably do so without obtaining possession of the dwelling house.

The court must also be satisfied that suitable accommodation will be available for the tenant when the order takes effect.

## Ground 8

The dwelling house has features which are substantially different from those of ordinary dwelling houses and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling house and:

- there is no longer such a person residing in the dwelling house
- the landlord requires it for occupation (whether alone or with other members of his family) by such a person.
- the court is satisfied that suitable alternative accommodation is available for the tenant when the order takes effect.

## Ground 9

The dwelling house is let by a registered housing association which lets dwelling houses only for occupation (alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for housing and:

- either there is no longer such a person residing in the dwelling house or the tenant has received from the Executive an offer of accommodation in premises which are let as a separate dwelling under a secure tenancy
- Apex requires the dwelling house for occupation (whether alone or with members of his family) by such a person
- suitable alternative accommodation is available for the tenant
- the court is satisfied that it is reasonable to make an order for possession

## Ground 10

The dwelling house is one of a group of dwelling houses which it is the practice of the landlord to let for occupation by persons with special needs and:

- a social service or special facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs
- there is no longer a person with those special needs residing in the dwelling house
- the landlord requires the dwelling house for occupation (whether alone or with members of his family) by a person who has those special needs
- suitable alternative accommodation is available for the tenant
- the court is satisfied that it is reasonable to make an order for possession

## Ground 11

The accommodation afforded by the dwelling house is more extensive than is reasonably required by the tenant and:

- the tenancy vested in the tenant, by virtue of Article 26 of the Housing (NI) Order 1983, on the death of the previous tenant
- the tenant was qualified to succeed by virtue of paragraph (2b) of that Article, and
- notice of the proceedings for possession was served under Article 28 more than 6 months, but less than 12 months, after the date of the previous tenant's death.
- suitable alternative accommodation is available for the tenant
- the court is satisfied that it is reasonable to make an order for possession

## 6.3 Introductory Tenancies

If Apex Housing Association Ltd wishes to terminate your introductory tenancy, it must first serve a notice of intention to seek possession including the reasons why possession is sought and if you request it within 14 days must carry out a review of that decision.

## 6.4 Notice of Proceedings

Prior to commencing legal proceedings against a secure tenant, Apex Housing Association Ltd must serve you with a notice seeking possession which complies with the requirements of the Housing (NI) Order 1983, as amended. The notice must give at least four weeks unless the ground relied upon is nuisance or anti-social behaviour in which case the proceedings may be commenced immediately. Prior to commencing legal proceedings against an introductory tenant, Apex must serve you with a notice of intention to seek possession which complies with the requirements of the Housing (NI) Order 2003.

Prior to instigating legal proceedings Apex Housing Association Ltd will:

- Satisfy itself as to the facts of the case
- Attempt mediation (where appropriate)
- Ensure that you know that your tenancy is at risk
- Inform you where to go to seek help and advice

## 6.5 Abandoned Tenancy

If you are a secure tenant or an introductory tenant you are required to occupy the property as your only or principal home. If you leave without notice or abandon the property it is possible that Apex Housing Association Ltd may end your tenancy. Apex can take possession of a property where it reasonably believes:

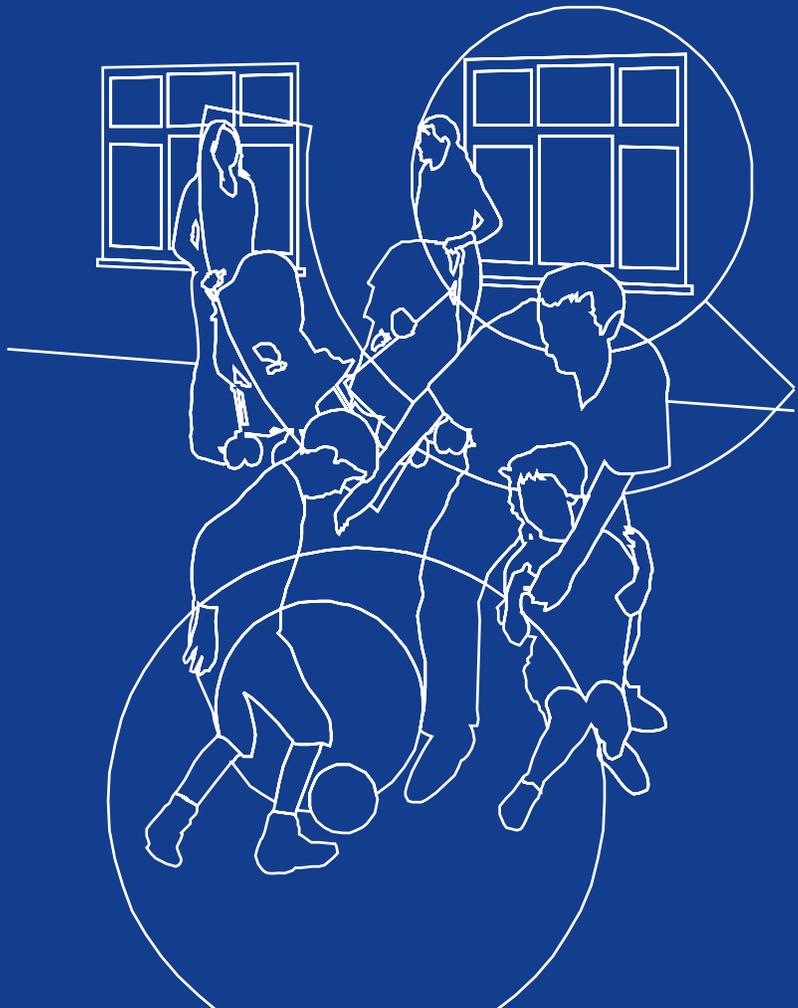
- The dwelling is unoccupied and the tenant does not intend to occupy it as his home. The landlord shall be entitled to enter the dwelling house at any time, for the purpose of making safe the dwelling house, and any fittings, fixtures or furniture [Article 4 (1) Housing (NI) Order 1983].

Apex Housing Association Ltd must have ‘reasonable grounds’ to believe that the property has been abandoned and must serve an abandonment notice on the tenant. If the tenant fails to respond to this notice, a further notice brings the tenancy to an end.



7.0

# Tenant Involvement



# 7.0 Tenant Involvement

## 7.1 Consultation

Apex Housing Association Ltd will consult you and all affected tenants about proposed changes to management and maintenance policies or practices, in particular where:

- Apex proposes a change in the arrangements for management and maintenance, which substantially affects you.
- Physical improvements to your property or environment are proposed by Apex.
- Apex proposes to change significantly the extent and cost of services paid for by your service charge.
- Apex is proposing to transfer your property to another landlord.

Apex will periodically consult you, and organisations who represent tenants, on their views about existing policies and service delivery. This might concern the services that Apex provides directly to you, or the effect of its activities in the area where you live. This consultation may take the form of individual letters, local or general newsletters, tenant satisfaction surveys, public meetings, or any other appropriate method.

Apex produces an Annual Report and Business Plan which provides statistics on its performance during the previous year and its objectives for the coming year.

If you have any comments or suggestions to make about any of Apex's services or activities, you can contact Apex individually, or as a group, about any aspect of its activities affecting you.

## 7.2 Community Involvement Plan

Apex has a Community Involvement Plan. The aim of this plan is to facilitate the involvement of all tenants in the work, activities and decision making processes of Apex. The Plan will:

- Provide a range of options to allow tenants to participate.
- Ensure that tenants, their representatives and tenant's organisations are given sufficient support to participate.
- Encourage and develop tenant representatives and organisations.
- Contribute to the delivery of quality services to all tenants.

## 7.3 Tenants Associations

Apex Housing Association Ltd encourages the development of Tenants Associations in all areas. These provide opportunities for tenants to come together to discuss matters of mutual concern and collectively decide how to take these forward.

While Tenants Associations are independent, Apex encourages constructive working relationships to ensure effective participation.

## 7.4 Tenants Forum

Representatives meet regularly as part of the Tenants Forum. The Forum is convened by Apex and acts as a conduit for the exchange of views on matters that affect tenants. The aims of the Forum are to:

- Represent the views of all tenants and Tenants Associations.
- Promote the welfare and well-being of all tenants.
- Promote good working relations between Apex, The Forum, Tenant Associations, all tenants, and other agencies.
- Consider policy and service provision relevant to the tenants needs.

The Chairperson of the Tenants Forum is a member of the Board of Management of Apex.

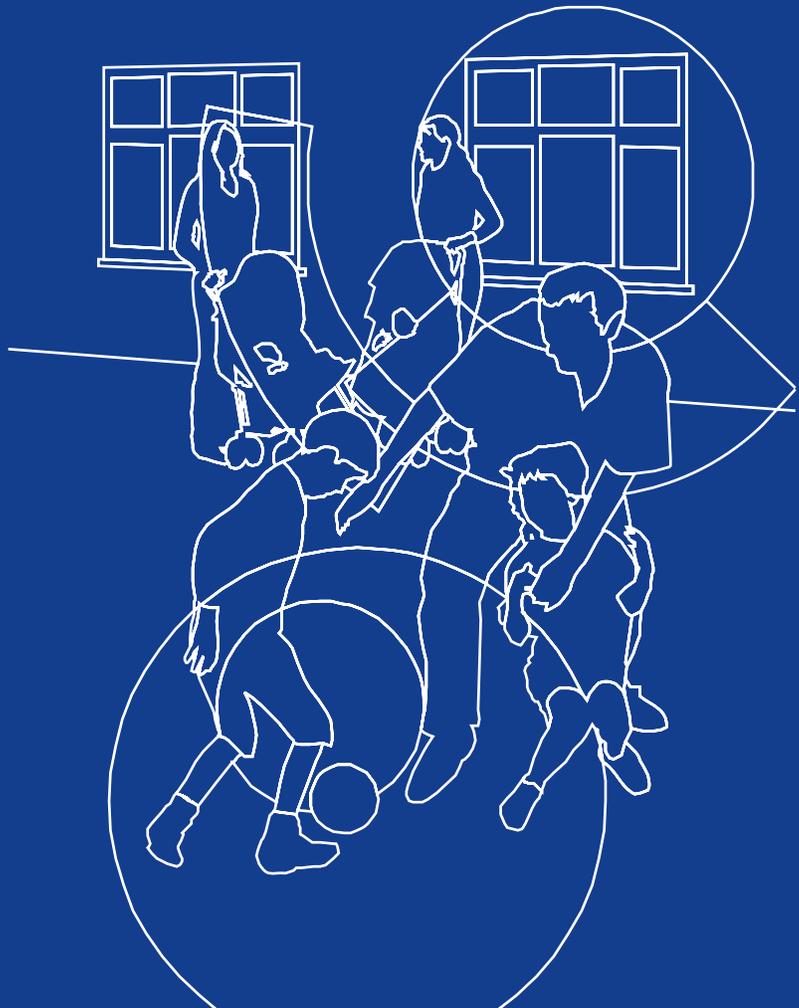
### 7.4.1. Tenant Representation on the Board of Management

Apex is controlled by a Board of Management consisting of unpaid members who offer their time on a voluntary basis. Members come from a wide range of backgrounds bringing considerable expertise and experience to assist the work of Apex. The Board of Management encourages tenant participation and the chairperson of the Tenants Forum is a member of the Board.

If you are interested in becoming a member of the Board, please contact Apex.

8.0

# House Sales



# 8.0 House Sales

## 8.1 Statutory House Sales Scheme

Apex Housing Association Ltd operates the 'Statutory House Sales Scheme' approved by the Department for Social Development. The scheme offers tenants the opportunity to purchase their home outright or buy a percentage equity share, providing they meet the eligibility criteria set out within the scheme.

## 8.2 Eligibility Criteria

If you wish to purchase your home, you must meet the criteria set out in the 'Statutory House Sales Scheme' which states that you must have been a 'secure' tenant with a qualifying tenancy of 5 years. Time spent as an 'introductory' tenant will count towards this, unless any of the following criteria apply:

- You are a squatter.
- You are under investigation for anti-social behaviour.
- Apex has served a relevant statutory notice to seek possession during the previous 3 months.
- Proceedings for possession of the dwelling are pending.
- You are obliged to give up possession by order of the court.
- Apex is actively considering within the next 3 months serving a statutory notice for possession based on:
  - Ground 2 of Part 1: Schedule 3 of the Housing (NI) Order 1983
  - *or an allegation that you have been guilty of nuisance to neighbours.*

If you apply to purchase and you are in rent arrears, your application will not be rejected on those grounds but shall be allowed to proceed to completion stage. However, no sale shall be completed until all arrears, whether for rent or any other payment due have been paid.

### 8.3 Property Types Exempt From Sale

All properties that are part of a group housing scheme, including special needs and sheltered housing are exempt from sale under the terms of the scheme.

**All bungalows with 2 bedrooms or less**, are also exempt from sale. Further information on the details of the scheme can be found within the House Sales booklet which can be obtained from Apex.

### 8.4 Surveyor Fees

Tenants applying to purchase their homes are responsible for the payment of the valuation fee, and if applicable, any reassessment fee. Only in the event of completion of the sale does the Association reimburse the tenant any survey fees paid. Failure of the sale to complete for any reason will not result in refunding of the survey fees.

### 8.5 Purchase Price

The purchase price will be the market value less any available discount. The market value will be assessed independently by a suitably qualified professional surveyor. The valuation will make deductions for any improvements carried out by the tenant.

### 8.6 Discount

The purchase price shall be the market value less any available discount. Available discount will be determined on the following criteria:

- 20% discount for 5 completed years qualifying tenancy.
- An additional 2% for each completed year served thereafter.
- The maximum discount applicable in any case is £24,000 or 60%, whichever is lower. This is based on the proviso that the selling price does not fall below the historic cost of the property (conditions apply).
- Tenants purchasing an equity share will have their discount calculated based upon the percentage of the share purchased. These discount percentages have been predetermined by the Department for Social Development and are on an incremental scale, details of which are available from the Association.

## **8.7 Conditions On Re-Sale**

If you purchase your property and decide to dispose of it within 5 years of purchase, you will be required to pay back the entire discount received. Some disposals are exempt from the requirement to repay the discount, for example, disposal to a joint purchaser. For further information, reference should be made to the House Sales Scheme.

If you decide to sell within 10 years, Apex must be offered the opportunity to re-purchase.

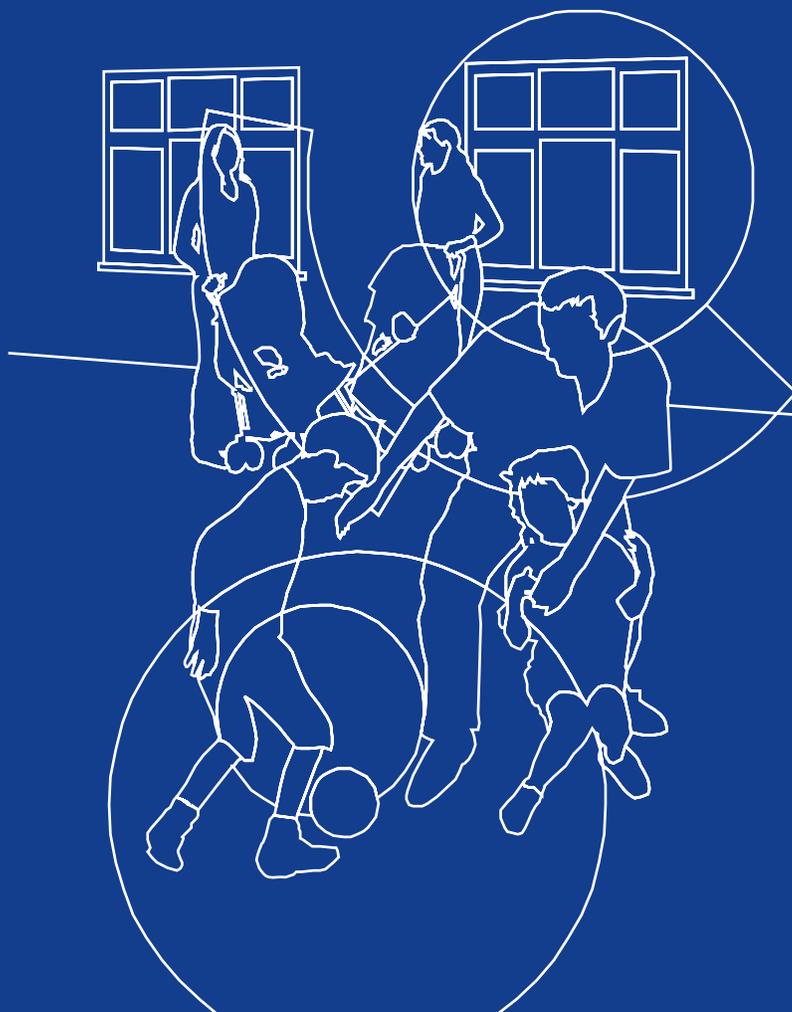
## **8.8 Steps To Purchasing Your Home**

If you wish to purchase your home, you should request a 'House Sales Booklet' and 'House Sales Application Form' from the Allocations Officer.



# 9.0

# Repairs & Maintenance



# 9.0 Repairs & Maintenance

## 9.1 How Do I Report A Repair?

Before calling out Apex, please refer to Section 9.3 'Landlords & Tenants Responsibilities'.

Repairs can be reported by either telephoning the Property Services Department, by calling into the office in person, by letter or by email. Whichever way you choose to report the repair the following information is required:

- Description and location of repairs. Please give as much detail as you can. Apex's property services staff will assist should you be unsure.
- Access details to your home must be mornings or afternoons to allow Apex's contractors a reasonable and practical time frame to do the work.
- Your name, address and a telephone number.
- Some repairs may require a visit by a Property Services Officer. If this is required an appointment will be made within 5 working days of your initial report.
- If a contractor calls to your address during the period you have given for access but finds no one in, they will leave a card to say they have called. They will call a second time, if they find no one in they will again leave a card, however the repair will not be carried out until you phone the Property Services Department and arrange a time when you will be at home.

An emergency repair service is available outside office hours. If an emergency arises, you should telephone Fold Careline Ltd on Freephone 0800 731 3081. This service is for emergencies only. If you call out a contractor unnecessarily you may be charged for the call out.

## 9.2. Repair Response Times

Apex categorises repairs as follows:

### (i) Immediate Repairs

Immediate repairs are those which affect your immediate health and safety, or will severely damage the building if they are not dealt with promptly. Apex's contractors are required to respond to immediate repairs within a maximum of 4 hours.

### **Example of repairs categorised as ‘Immediate’ are:**

- Complete breakdown of heating system within a Supported Living scheme
- Major structural damage or defect
- Fire or flood damage

### **(ii) Emergency Repairs**

Emergency repairs are those which affect your immediate health and safety, or will severely damage the building if they are not dealt with promptly. Apex’s contractors are required to respond to emergency repairs within a maximum of 24 hours.

### **Example of repairs categorised as ‘Emergencies’ are:**

- Complete breakdown of heating system (no heat).
- Major structural damage.
- Complete breakdown of electrical services (no lights or no power).
- Leaks from plumbing that cannot be contained, e.g. a burst water storage tank.
- Smoke, heat and carbon monoxide detectors not working.
- Blocked toilet where only one toilet exists in the property.

### **(iii) Urgent Repairs**

Urgent repairs are those which need to be carried out quickly, but do not pose an immediate threat to your safety or the structure of the building. Apex’s contractors are required to respond to urgent repairs within a maximum of 4 working days.

### **Example of repairs categorised as ‘Urgent’ are:**

- Partial breakdown of heating system, such as radiator in one room not heating.
- Sockets or switches not working or fuses continually ‘tripping’.
- Overflows running from water tanks or toilet cisterns.
- Repairs to external door locks.

#### **(iv) Routine Repairs**

Routine repairs are those of a minor nature with little inconvenience to you or damage to the buildings. Apex's contractors are required to respond to routine repairs within 28 calendar days.

#### **Example of repairs categorised as 'Routine' are:**

- Leaks at taps.
- Internal or external doors to be adjusted.
- Repairs to broken fences or gates.
- Repairs to gutters.
- Repairs to kitchen units.

### **9.3 Landlord's & Tenant's Responsibilities**

The following pages list the responsibilities of Apex Housing Association Ltd, and your responsibilities as tenant.

## **Landlord's** Responsibilities

Items listed below are the responsibility of Apex Housing Association Ltd.

### **Internal Decoration**

Redecoration of communal areas in flats and supported living accommodation.

Repairs to tiling, only where provided by Apex.

### **External Areas**

Repairs to garden paths, drives, walls, fences and gates provided by Apex.

Maintenance of communal areas not adopted by D.R.D. (Roads Service) or District Council.

Structural repair to walls, roofs, chimneys, valleys, gutters and down spouts.

### **Doors & Windows**

Window frames, sashes, hinges, locks and handles on external doors only.

Repair of defective internal and external doors.

## **Tenant's** Responsibilities

Items listed below are the responsibility of you the 'tenant'.

### **Internal Decoration**

Maintenance of the interior of the dwelling in reasonable decorative order (unless the landlord is liable to restore decorations following work carried out which were the responsibility of the landlord).

Floor covering.

### **External Areas**

Ensuring litter free maintained gardens and hedges (unless it is stated under the terms of your tenancy agreement that it is a responsibility accepted by the landlord, for example, within sheltered schemes).

Repairs to walls, fences and gates not provided by Apex.

Clearing out of storm gully traps (unless it is stated under the terms of your tenancy agreement that it is a responsibility accepted by the landlord, for example, within sheltered schemes).

### **Doors & Windows**

Hinges, locks and handles on internal doors.

Draught proofing of doors and windows.

## **Landlord's** Responsibilities

Items listed below are the responsibility of Apex Housing Association Ltd.

### **Miscellaneous**

Providing a wheelie bin and clothesline to individual houses at commencement of tenancy.

### **Heating**

Repair and maintain defective room heaters, oil tanks and fittings.

Repair and maintain boilers, burners, flues.

Repair and maintain radiators, pipework, valves and controls.

### **Electrical**

Electrical wiring.

Sockets and switches.

Ceiling roses and lamp holders.

Repairs to smoke, heat and carbon monoxide detectors.

Doorbells, where installed by Apex.

Electrical appliances, heaters and fires, only where installed by Apex.

Door entry systems to communal blocks.

Warden call systems in sheltered accommodation.

## **Tenant's** Responsibilities

Items listed below are the responsibility of you the 'tenant'.

### **Miscellaneous**

Repair or replacement of wheelie bin or clotheslines for whatever reason.

### **Heating**

Repairs or replacement of frets and baskets to open fires and all night burners. Repairs to fireplace tiles.

Annual sweeping of chimneys and the costs of failure to do so.

Bleeding air from radiators.

To isolate or contain water and oil leaks.

### **Electrical**

Light bulbs and fluorescent tubes.

Repair or replacement of plugs.

Testing of smoke alarms in individual houses.

Doorbells not installed by Apex.

Replacement of fuses, except mains fuses that are the responsibility of NIE.

Electrical appliances, heaters and fires not installed by Apex.

## **Landlord's** Responsibilities

Items listed below are the responsibility of Apex Housing Association Ltd.

### **Plumbing**

Repair and maintain water tanks and overflows.

Repair and maintain hot water cylinders and immersion heaters.

Repair and maintain toilets and unblocking toilets, but not cracked bowls or cisterns, or broken toilet seats.

Clearance of blocked drains and sewers.

## **Tenant's** Responsibilities

Items listed below are the responsibility of you the 'tenant'.

### **Plumbing**

Replacing washers on taps.

Chains and stoppers for sinks and baths.

Repair and replacement of toilet seats.

Cracked or broken wash hand basins, baths, toilet bowls and cisterns.

## 9.4 Planned Maintenance

Apex Housing Association Ltd plan for the maintenance, redecoration and replacement of certain items on the basis of the expected life of the item. The typical schedule for planned maintenance is as follows:

- |   |          |
|---|----------|
| • External Paintwork                              | 4 years  |
| • Internal Painting Of Communal Areas             | 4 years  |
| • Replacement Of Kitchen Units                    | 20 years |
| • Replacement Of Fireplaces                       | 25 years |
| • Replacement Of Baths, Wash Hand Basins, Toilets | 25 years |

Apex may vary these periods at any time. The timing of the actual work and the replacement times for other items such as doors will depend on individual circumstances and shall be determined by Apex. Where work to be carried out is extensive, or likely to interfere with your use of your home, Apex will consult with you well in advance of any work commencing.

## 9.5 Right to Repair

The 'Right to Repair' scheme applies to family housing only, and does not apply to sheltered or special needs accommodation.

If you are a tenant living in family accommodation, and you report an emergency or urgent repair, the property services staff will assess the priority of the repair in accordance with Apex's classification policy. Where a repair qualifies under the 'Right to Repair' scheme, property services staff will send a written acknowledgement giving the date the repair must be completed by and the name of the designated contractor.

If the qualifying repair is not completed by the date given, you must contact the Property Services Department where the order will be re-issued giving a further 24 hours to complete an emergency repair, and a further 4 working days for an urgent repair. You are not permitted to carry out such repairs.

It is unlikely that the contractor will fail to carry out the work by the revised completion date. However, should this occur, you may be eligible for compensation under the 'Right to Repair' scheme.

### 9.5.1 Compensation

Compensation will be paid if the contractor does not complete the repair by the revised completion date. The compensation will be paid as follows:

- Initial payment of £10.00.
- Further payments of £2.00 for each day's delay thereafter.
- Maximum payable £50.00.

If you owe money to Apex, e.g. rent arrears, any entitlement to compensation under the 'Right to Repair' scheme will be offset against such arrears.

Compensation payments shall only be made to you, the tenant.

### 9.5.2 The 'Right to Repair' Scheme does not apply where:

- A repair is classified as routine.
- You failed to provide reasonable access.
- There are exceptional circumstances beyond the control of Apex, e.g. severe weather conditions or parts are not readily available.
- You cancel the repair.
- The cost of the repair exceeds £250.
- The repair requires an inspection.

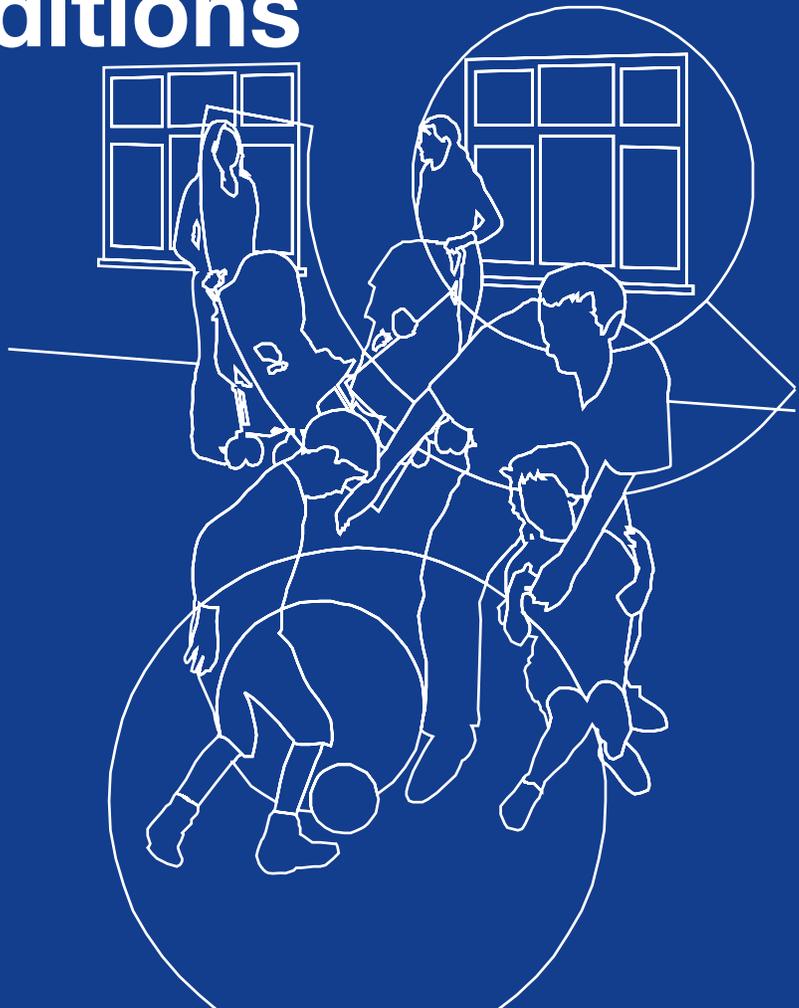
## 9.6 Recoverable Charges

Apex operates a policy on recoverable charges. Where it is deemed that a repair has been the result of willful damage, neglect, misuse, abuse, or an unauthorised alteration that does not meet Apex's standards, the Association will implement the policy and pursue the tenant for the costs of the repair. Where considered necessary, the Association may carry out the repair and then recharge the tenant. The Association will actively follow up recoverable charges through the courts where necessary.



10.0

# Tenant's Alterations/ Additions



# 10.0 Tenant's Alterations/Additions

## 10.1 Written Permission

You must obtain prior written permission from Apex Housing Association Ltd where you propose to:

- Carry out any structural alterations or make alterations or additions to the premises or adjoining properties, including those to fixtures and fittings such as fireplaces, kitchen units and bathrooms.
- Erect a shed or any structure whether fixed or portable.
- Decorate any part of the exterior of the premises.
- Install a satellite dish.
- Erect or make alterations to fences or walls or any boundary lines.

Permission will not be unreasonably withheld.

## 10.2 Alterations To Your Home

You may only make alterations to your home after obtaining written permission from Apex. This permission will not be unreasonably withheld and Apex can advise you on the most appropriate way of carrying out the alterations.

Apex may only grant you permission if certain conditions are met. This is to ensure that the alterations will not damage your home or adjoining property, or render the property structure unsafe.

All alterations will be required to be carried out by a competent qualified person. For structural alterations, Apex will require approval from Planning and Building Control Authorities. All submission of plans and fees shall be your responsibility. Apex will insist on the right to inspect the work before and after completion, and to obtain a copy of all relevant certificates.

If you proceed with work without the consent of Apex, you will be liable for the cost of maintaining and remedying any damage or reinstating the property to its former condition.

### 10.3 Examples Of Items Requiring Written Permission

Listed below are examples of items for which written permission must be obtained. This list is not exhaustive, therefore if you are unsure whether written permission is required, please contact Apex Housing Association Ltd and you will be advised accordingly.

- Replacement of fire surrounds.
- Replacement of kitchen units.
- Installation of a satellite dish (planning permission is required in some cases).
- Redecorating the exterior of the property.
- Erecting a shed or other structure.
- Removing walls or making any other structural alteration.
- Installing or altering central heating system.
- Extensions to the property.
- Extending or altering the property's electrical or plumbing system.
- Changing external doors or windows.
- Erecting or changing fences or walls.

### 10.4 Right To Compensation For Tenants Improvements

If you have paid for improvements to your home but leave before you gain the full benefit of your investment you may be entitled to compensation. The scheme applies if you are a 'secure qualifying tenant'. To qualify for compensation under the scheme, the improvement **must** be listed as an eligible item, as determined by the Department for Social Development.

You **must** have received prior written approval for the works carried out and **must** have retained all invoices relating to the work. These invoices will be required to determine the amount of compensation payable.

Please contact the Property Services Department for further details of the scheme.

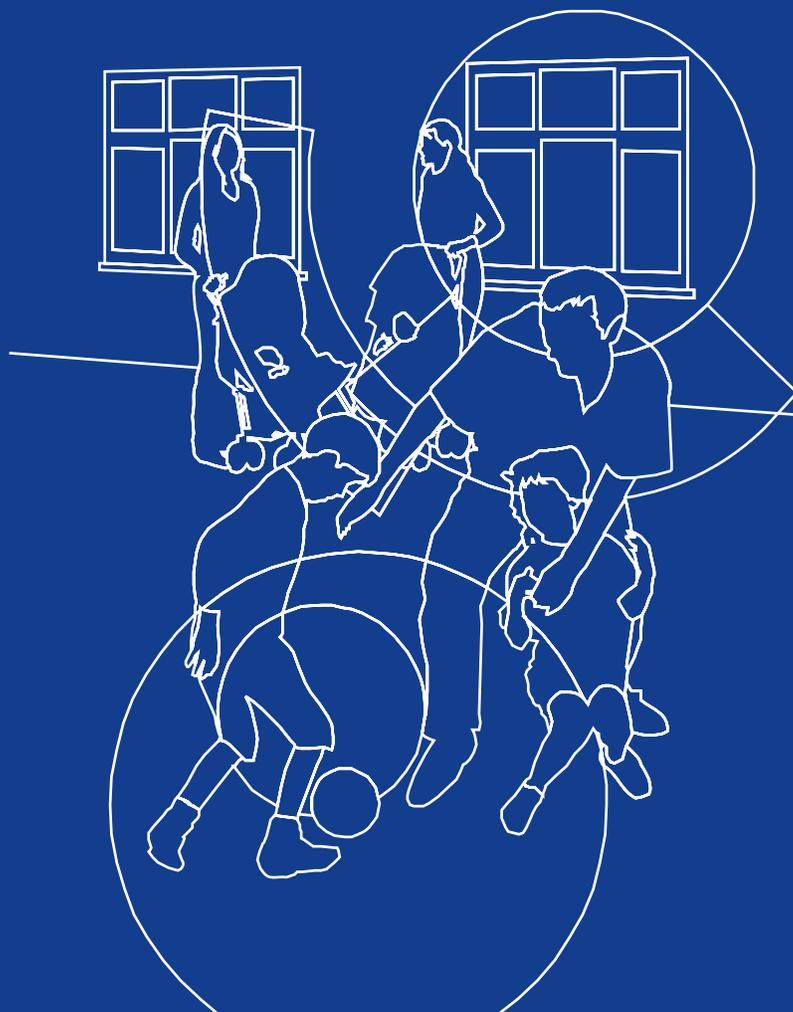
## **10.5 Tenants Who Become Disabled**

If you (or members of your household) become disabled, Apex will endeavour to meet your needs either by transferring you to a more suitable property where available, or by carrying out the necessary alterations to your current property (conditions apply).



11.0

# Safety In Your Home



# 11.0 Safety In Your Home

## 11.1 Beware Of Fire

Fires can start easily and spread very quickly, minimise the risk of fire by following these steps:

- Under no circumstances should you disconnect, alter or remove smoke detectors or their electrical supply.
- Do not leave cigarettes burning and make sure they are put out properly. Never smoke in bed.
- Keep matches out of the reach of children.
- Never leave a chip pan unattended, ideally replace it with a deep fat fryer.
- Fit a fireguard on all open fires.
- Do not overload sockets with adaptors and plugs. Unplug electrical appliances when they are not in use and remove before going to bed.
- Do not hang clothes around fires, cookers, storage heaters or heating boilers.
- Close all doors at night.
- Test your smoke, heat and carbon monoxide detectors at least once every week.
- Keep fire escapes and windows easy accessible.

## 11.2 Should A Fire Break Out:

**GET OUT** - If it is safe to do so, close the door of the room where the fire has started, and get yourself and everyone in your home outside. If safe to do so, turn off gas mains.

**GET THE FIRE BRIGADE OUT** - Alert your neighbours, dial 999 and ask for 'Fire Brigade'. Give your name and address clearly.

**STAY OUT** - Do not go back into your home for any reason. Wait until the Fire Brigade tell you it is safe to do so.

## 11.3 Electricity

Misuse of electricity can be hazardous, the dangers can be minimised as follows:

- Switch off and unplug appliances when not in use.
- Ensure that all plugs are wired properly with the correct fuse and see that the entire flex core, not just the wires are gripped by the clamp in your plug.
- Do not use an appliance with a damaged flex, check the flex regularly.  
Do not run flexes under carpets or rugs.
- Never take appliances such as electric fires or hairdryers into the bathroom.  
Water and electricity do not mix.
- Only have your appliances repaired by qualified electricians.
- Never interfere with the electricity meter, its wiring or the electricity company's sealed fuses, it is illegal and dangerous.
- Always have a battery torch handy in the event of mains failure.
- Faulty appliances such as kettles, irons, electric fires and table lamps cause most electrical faults. Mains fuses or circuit breakers located beside your electricity meter protect you by switching off circuits when a faulty appliance is switched on.
- If a mains fuse 'trips' when you turn an appliance on, unplug the appliance and replace the fuse. Always replace the fuse with one of the same rating, i.e. a 5 Amp with a 5 Amp or a 30 Amp with a 30 Amp. The rating is printed on the fuse, do not fit a fuse with a lower rating. Do not use the appliance again until you have had it repaired by a qualified electrician.
- Your home may have circuit breakers fitted instead of fuses. Circuit breakers isolate power to electrical circuits when a fault occurs. If a circuit breaker trips, switch off all your appliances and lights, reset the circuit breaker to the 'ON' position and switch on your lights and appliances one at a time. If there is a fault, the light or appliance will trip the circuit breaker again. If an appliance is at fault, unplug it and have it repaired by a qualified electrician. If your lights are faulty report it to Apex for repairs.
- If a circuit breaker will not reset when everything is switched off, report it to Apex for repair.

## 11.4 Falls

You can guard against falls by taking a few simple precautions:

- Do not polish under mats or rugs.
- Make sure stairs and landings are well lit and that they are kept clear of toys and loose matting.
- If you have small children put guards at the top of the stairs.
- Wipe up any liquids spilt on floors immediately.
- Repair or cover any holes in your carpets or linoleum to avoid tripping.
- Make sure your stair carpets are securely fixed.
- Do not store items at high level, particularly on top of cupboards. Use proper steps or ladders should you have to climb.

## 11.5 Frozen Pipes

To avoid water pipes freezing:

- Keep your central heating on continuously between 12°C - 15°C (especially if the property is going to be unoccupied for a period of time).
- Leave kitchen cupboards and loft hatches open to allow warmer air to circulate around pipes and storage tanks.
- Know where your mains water stopcock is (this is usually under your kitchen sink).
- Know where your electric fuse box is, keep spare fuses and a torch to hand.
- Ensure you have home contents insurance.
- Keep emergency repair contact details at hand.
- Do not leave taps running and report any running overflows immediately.

## 11.6 Pipe Bursts

In the event of a burst pipe:

- Turn off your electric supply.
- Turn off the water mains stopcock. The mains stopcock is usually located underneath the kitchen sink or in the cupboard beneath the stairs.
- Turn off the heating.
- Turn off the immersion/water heater.
- Turn on all taps in order to drain the water from the system as quickly as possible.
- Report the fault to the Property Services Department as soon as possible.
- Call Apex - Monday to Friday on: 028 7130 4800 between 9am-5pm.  
Telecare on 0800 7313 081 (outside office hours).
- Inform your insurance company.

## 11.7 Security

You can reduce the risk of burglary by taking the following simple precautions:

- When you go out, close all windows and lock both front and back doors.  
At night consider leaving a light on.
- Never leave a door key under the doormat or hanging on a string behind the letterbox. Thieves always look in these places.
- Cancel milk and newspaper deliveries if you go away.
- Do not leave valuables lying around where they can be seen through a window.
- Have a door chain and door viewer fitted.
- Some thieves pose as officials or workmen in order to get into your home.  
Never let a stranger into your home unless you are satisfied that they are who they say they are.
- Ask to see the caller's identity card and examine it.
- If the caller does not have an identity card, ask for a telephone number and check with the organisation they claim they represent.
- If your scheme has a communal entrance door with a door entry system, keep it closed and remember that you are responsible for people you admit to the scheme.

## **11.8 Insurance**

Apex only insures the structure of the building and the fixtures and fittings for which it is responsible. Apex is not responsible for your contents or personal possession within the home, for example, if your water tank were to leak, Apex is obliged to carry out repairs to the tank only, but any damage caused by the leaking water to wallpaper, or carpets or home contents is the tenant's responsibility.

Apex advises you to insure your personal fixtures and fittings in your home and your personal possessions against fire, theft, flood and accidental damage.

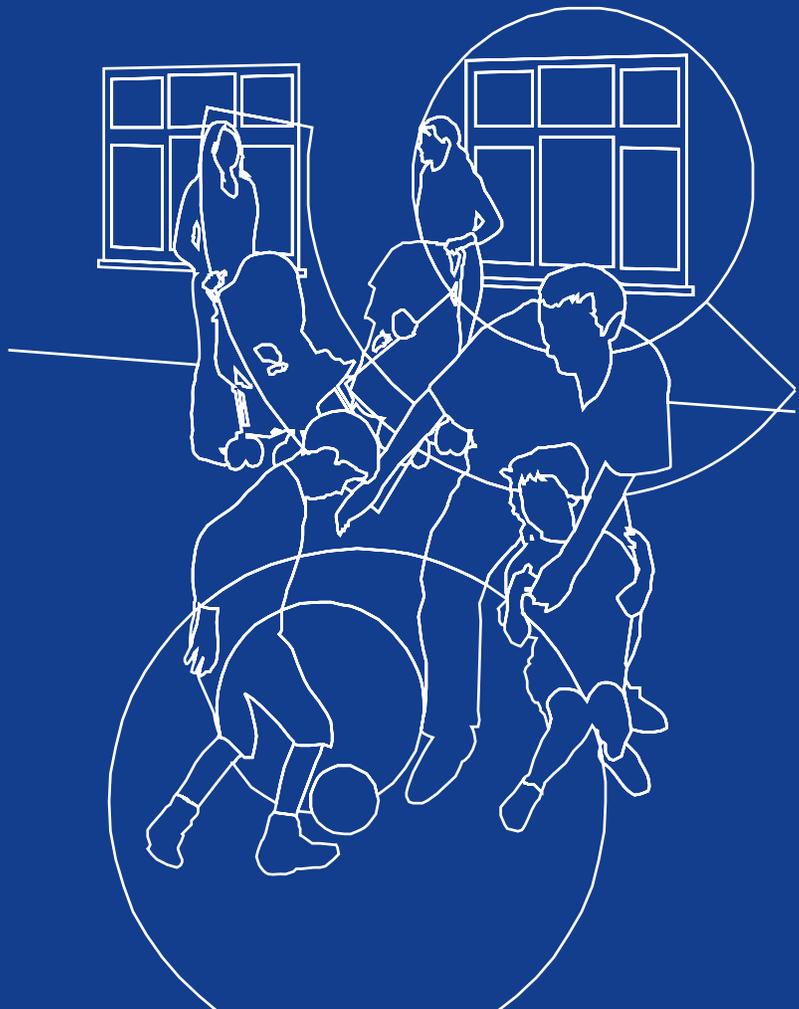
You are responsible for damage caused by you, your household, or your visitors, to items belonging to Apex, or example, you are responsible if you crack a sink or toilet bowl. Cover for these items should be included in your insurance policy. The policy you take out should also cover for damage to internal decoration and floor coverings, the replacement of broken glass and loss of oil from your tank or heating system. If you do not have insurance for your personal property, you run the risk of having to replace items that have been damaged or stolen at your own expense.

For further information on this, you can contact your local Citizens Advice Bureau or Advice Centre.



12.0

# Handy Tips For Your Home



# 12.0 Handy Tips For Your Home

## 12.1 New Houses

New houses take up to 1 year to 'dry out' properly. Moisture within the structure of the building slowly evaporates away so there should not be any obvious damp patches.

Hanging wallpaper prolongs the drying out process because the moisture cannot escape through the plaster. For this reason we recommend that wall surfaces be painted with emulsion in the first instance.

The drying out process also causes small cracks to appear in plaster, particularly at the junctions of walls and ceilings and around door frames. These cracks are not structural and can be filled and decorated over.

Apex Housing Association Ltd shall provide information on the heating controls for the house, please read it and familiarise yourself with the location of your boiler, time switch, etc. Also, find out where the water mains stopcock and the electrical meter and fuses are. The responsibility for repairing your house remains with the builder for at least the first 6 months.

## 12.2 Condensation

Everyday activities such as cooking, running a bath or drying clothes creates moisture, which in your home, rises into the air. When this moisture meets a cold surface like a window or outside wall it condenses and leaves water droplets on the surface. If this is allowed to happen on a regular basis an unsightly mould growth is likely to appear on walls or soft furnishings and windows.

You can help prevent condensation by:

- Ensuring the home receives adequate natural ventilation. Fresh dry air needs to come into the home to remove moist stale air. Open windows a little, reduce misting up and do not close trickle ventilators where fitted.
- Using extractor fans in the kitchen and bathroom.
- Wiping and drying away moisture where you see it, especially water lying on the inside of your windowsill.
- Keeping rooms warm - a low heat throughout the day will help.
- Not blocking air vents which are fitted to reduce condensation.

- Keeping a window open if you are drying clothes indoors, dry them outside whenever possible, and only use a tumble dryer if it is piped directly to the outside atmosphere.
- Opening the kitchen window when you are cooking.

The presence of black mould is very rarely associated with rising damp as ground moisture contaminates walls with soluble salts, which will not promote the growth of black mould. If black mould is growing on the internal surface of the window glass, wall or framing it would strongly suggest that the source of the moisture is coming from within the room by way of condensation. Observations indicate that condensation and wetting of walls results in the deterioration of the internal decorative finishes and subsequent growth of black mould. The black mould growth and mildew has come about by the generation of excessive levels of moisture, primarily by way of the everyday living habits of the tenants/householders.

Mould growth can be wiped off with a solution of one part bleach to four parts water. If left unattended this will make the dwelling very uncomfortable with mould growth, stale air and very humid conditions.

## **12.3 Damp**

There are two forms of damp - 'rising damp' and 'penetrating damp'.

### **12.3.1 Rising Damp**

The main indication of rising damp is a tidemark stain on ground floor walls. The plaster on affected areas may swell. Rising damp is caused by the omission or failure of a damp proof course - a barrier built into the walls and ground floor of a dwelling in order to prevent water rising from the ground below.

### **12.3.2 Penetrating Damp**

Penetrating damp is the failure of the external structure to prevent water ingress. The most common causes are loose or missing roof tiles, or cracks in the external plaster. Indications of penetrating damp are water stains on ceilings and internal walls after it has been raining.

If you think your home has a dampness problem, please contact Apex's Property Services Department and a visit will be arranged promptly.

## 12.4 Energy Efficiency

Efficient use of energy in the home has 3 main benefits:

- Saves you money - reduces the cost of your fuel and electricity bills.
- Increased comfort levels through draught proofing and insulation.
- Contributes to minimising damage to the environment - the less fuel/power we use, the less damaging emissions are released by power stations as well as saving our natural resources.

The following measures will help reduce the amount of energy you use and they cost nothing to implement:

### 12.4.1 In The Kitchen

- Defrost your refrigerator regularly; this will help to keep it running efficiently. Do not leave the fridge door open longer than necessary and avoid putting hot food straight into the fridge, let it cool down first.
- Choose the right size pan for the food and cooker, the base should cover an electric cooker ring. Keep lids on pans while cooking (this also helps to reduce condensation).
- Do not fill up the kettle for just one drink, only heat the amount of water you need but always remember to cover the element of the electric kettle.

### 12.4.2 Bedrooms/Living Room

- Remember to turn off lights when you leave an empty room.
- Closing curtains at night helps to keep the heat in but do not drape curtains over the top of radiators; this just directs the heat out through the window.
- It is more energy efficient and safer to switch off and unplug electrical appliances when they are not in use.

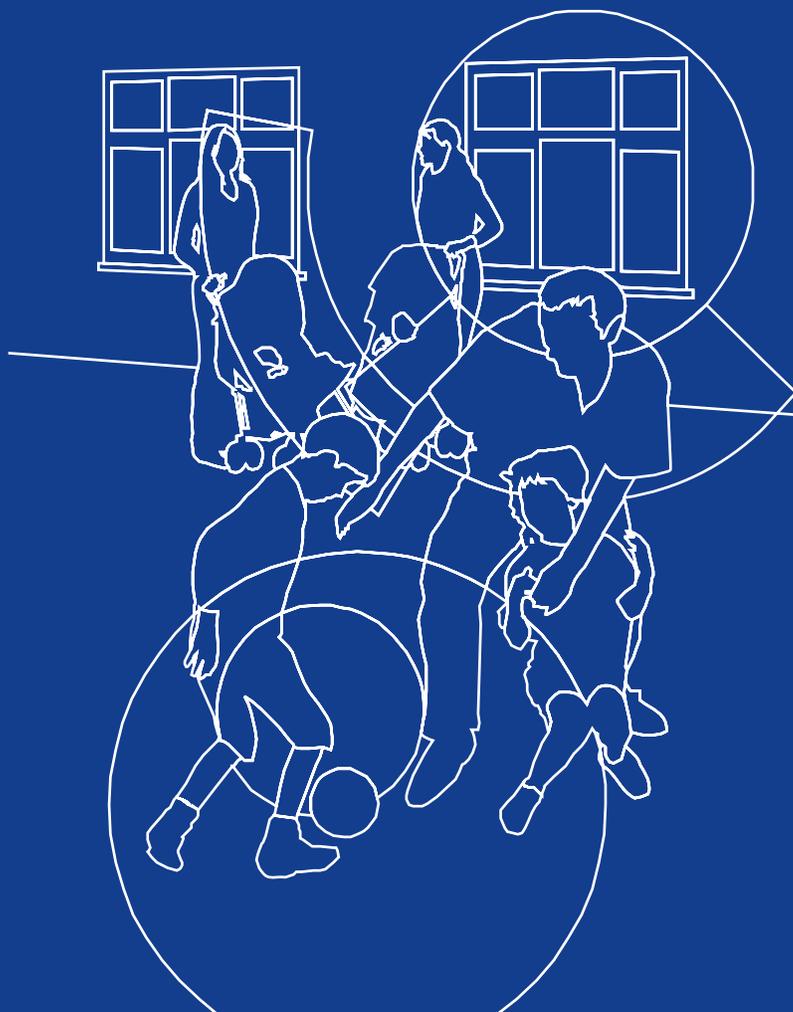
### 12.4.3 Bathrooms

- Remember to put the plug in a basin or sink; leaving hot water taps running without the plug is wasteful.
- Energy efficient light bulbs cost more than ordinary bulbs but should last 8 times longer and use only a quarter of the electricity.



13.0

# How To Make A Complaint



# 13.0 How To Make A Complaint

## 13.1 How Do I Make A Complaint?

Apex Housing Association Ltd hopes that you will not have any reason to complain about the service that you receive.

However, it may happen that some customers are unhappy with the way that Apex's staff handled a particular issue or perhaps are not satisfied with the outcome of their enquiry. Any issues, problems, queries or difficulties may be raised to any member of staff in the course of their daily duties. The staff member will listen to the complaint and endeavour to resolve the complaint immediately.

Examples of reasons for wishing to make a complaint might include:

- Failure to take action on a timely basis in accordance with approved procedures.
- Failure of Apex employees to adhere to its policies or procedures.
- Failure of Apex employees to demonstrate appropriate behaviour in their dealings with a customer.
- A customer's dissatisfaction with the outcome of a situation or problem that has been dealt with in accordance with Apex's policies or procedures.

## 13.2 How To Make A Formal Complaint

Customers who are unhappy with the way the Association's staff handled a particular issue, or are not satisfied with the outcome of their enquiry may wish to have the matter further investigated by lodging a formal complaint. You can make your formal complaint in person, over the phone, or in writing:

- (i) **'In person'** - contact the Personnel Manager at Apex Head Office on 028 7130 4800 to arrange an appointment in order to make a formal complaint in person.
- (ii) **'Over the phone'** - contact the Personnel Manager at Apex Head Office on 028 7130 4800 and state that you wish to make a formal complaint over the phone.
- (iii) **'In writing'** - if you prefer to make a formal complaint in writing you must do so on a 'Complaints Form' which can be obtained:
  - by writing to Apex Housing Association Ltd:**
    - 10 Butcher Street, Derry~Londonderry BT48 6HL
    - 6 Cromac Place, The Gasworks, Belfast BT7 2JB
  - online:** [www.apexhousing.org/complaints](http://www.apexhousing.org/complaints)
  - by telephone:** 028 7130 4800 - ask for the Personnel & Training Department
  - by email:** [info@apexhousing.org](mailto:info@apexhousing.org)

## 13.3 Assistance

Should you require assistance with the completion of the Complaints Form at any stage of the process, please contact the Personnel Manager at Apex Head Office. Advice may be given over the telephone or you may wish to meet with the Personnel Manager.

## 13.4 Key Principles Of The Complaints Procedure

The complaints procedure ensures that we:

- treat all our customers who make a complaint fairly and objectively.
- endeavour to resolve problems brought to our attention to the customer's satisfaction wherever possible.
- use complaints feedback to review and improve the way we provide our services.

## 13.5 Stages

### 13.5.1 Investigation & Response - Stage 1

If you make a formal complaint, an acknowledgement letter will be sent to you within 5 working days of the complaint being received. It will inform you of who will carry out the investigation and provide you with information about the availability of independent support and advice. The member of staff tasked with the responsibility for conducting the investigation will organise to meet with you, and the Association will strive to provide you with a full response within 20 working days.

### 13.5.2 Internal Appeal - Stage 2

If you are not satisfied with the response, you can appeal the decision within 20 working days from the date of the response, using your preferred method of communication. An acknowledgement letter will be sent to you within 5 working days of the appeal being received. The Director of Personnel & Training will organise to meet with you, and the Association will strive to provide you with a full response within 20 working days.

### 13.5.3 Final Stage Internal Appeal - Stage 3

If you remain dissatisfied, you can appeal the decision within 20 working days from the date of the response, using your preferred method of communication. An acknowledgement letter will be sent to you within 5 working days of the appeal being received. The Chief Executive will organise to meet with you and will strive to provide you Apex's final decision on the complaint within 20 working days.

If you are still not satisfied with the outcome, you have the right to complain to the Commissioner for Complaints for Northern Ireland (The Ombudsman). The Ombudsman's office can be contacted for advice on **Freephone 0800 343 424** or by writing to: **The Ombudsman**, Freepost BEL, 1478 Belfast, BT1 6BR or email on **ombudsman@ni-ombudsman.org.uk**

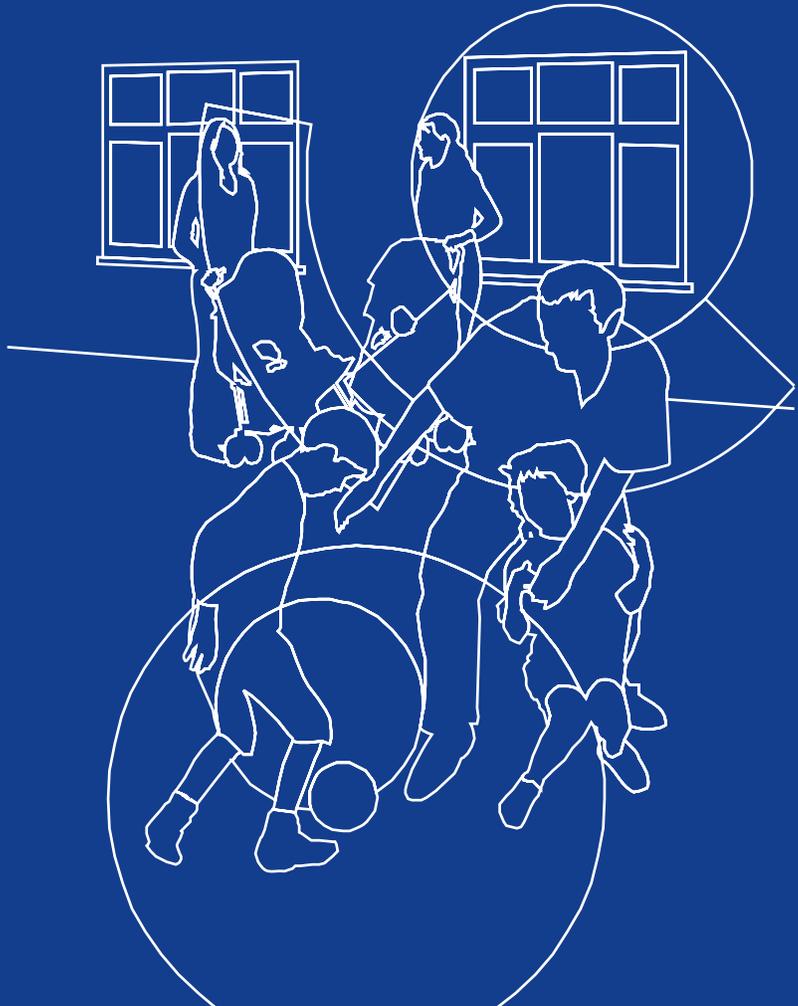
It should be noted that the Ombudsman normally expects that a customer will have exhausted all of Apex's internal complaints procedure before bringing a complaint.



14.0

# Addresses & Telephone Numbers

Section 14.0



# 14.0 Addresses & Telephone Numbers

## APEX HOUSING ASSOCIATION

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### Head Office

Open Monday-Friday: 9am-5pm

Apex Housing Association Ltd  
10 Butcher Street  
LONDONDERRY  
BT48 6HL

**Tel: 028 7130 4800**

Email: [info@apexhousing.org](mailto:info@apexhousing.org)

Web: [www.apexhousing.org](http://www.apexhousing.org)

**Out of hours 'Emergency Repairs'**

**Tel: 0800 731 3081**

### Belfast Office

Open Monday-Friday: 9am-5pm

Apex Housing Association Ltd  
6 Cromac Place  
The Gasworks  
BELFAST  
BT7 2JB

**Tel: 028 7130 4800** (Central Switchboard)

Email: [info@apexhousing.org](mailto:info@apexhousing.org)

Web: [www.apexhousing.org](http://www.apexhousing.org)

**Out of hours 'Emergency Repairs'**

**Tel: 0800 731 3081**

## **N.I. HOUSING EXECUTIVE**

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General Enquiries: 03448 920 900  
Housing Benefit Enquiries: 03448 920 902

## **SOCIAL SECURITY OFFICES**

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0800 022 4250

## **RATE COLLECTION AGENCIES**

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0300 200 78011

## **CITIZENS ADVICE BUREAUX**

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### **Derry~Londonderry**

5th Floor  
Embassy Court  
Waterloo Place  
LONDONDERRY  
BT48 7BJ

**Tel: 028 7136 2444**  
email: lmanderrycab@citizenadvice.co.uk

### **Coleraine**

24 Lodge Road  
COLERAINE  
BT52 1NB

**Tel: 028 7034 4817**  
email: causewaycab@citizenadvice.co.uk

## **CITIZENS ADVICE BUREAUX (continued)**

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### **Belfast**

Merrion Business Centre  
58 Howard Street  
BELFAST  
BT1 6PJ

**Tel: 028 9026 1970**

email: [ecentralbelfast@citizensadvice.co.uk](mailto:ecentralbelfast@citizensadvice.co.uk)

### **Newry & Mourne**

Ballybot House  
28 Cornmarket  
NEWRY  
BT35 8BG

**Tel: 028 3026 2934**

Email: [enewry@citizensadvice.co.uk](mailto:enewry@citizensadvice.co.uk)

## CITY & DISTRICT COUNCILS

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### **Antrim Borough Council**

**Tel: 028 9446 3113**  
Email: [info@antrim.gov.uk](mailto:info@antrim.gov.uk)

### **Ards Borough Council**

**Tel: 028 9182 4000**  
Email: [ards@ards-council.gov.uk](mailto:ards@ards-council.gov.uk)

### **Armagh City & District Council**

**Tel: 028 3752 9600**  
Email: [info@armagh.gov.uk](mailto:info@armagh.gov.uk)

### **Ballymena Borough Council**

**Tel: 0844 544 7640**  
Email: [council-reception@ballymena.gov.uk](mailto:council-reception@ballymena.gov.uk)

### **Ballymoney Borough Council**

**Tel: 028 2766 0200**  
Email: [info@ballymoney.gov.uk](mailto:info@ballymoney.gov.uk)

### **Banbridge District Council**

**Tel: 028 4066 0600**  
Email: [info@banbridge.gov.uk](mailto:info@banbridge.gov.uk)

### **Belfast City Council**

**Tel: 028 9032 0202**  
Email: [generalenquiries@belfastcity.gov.uk](mailto:generalenquiries@belfastcity.gov.uk)

### **Carrickfergus Borough Council**

**Tel: 028 9335 8000**  
Email: [info@carrickfergus.org](mailto:info@carrickfergus.org)

### **Castlereagh Borough Council**

**Tel : 028 9049 4500**  
Email: [council@castlereagh.gov.uk](mailto:council@castlereagh.gov.uk)

### **Coleraine Borough Council**

**Tel: 028 7034 7034**  
Email: [info@colerainebc.gov.uk](mailto:info@colerainebc.gov.uk)

**Cookstown Borough Council**

**Tel: 028 8676 2205**

**Email: [info@cookstown.gov.uk](mailto:info@cookstown.gov.uk)**

**Craigavon Borough Council**

**Tel: 028 3831 2400**

**Email: [contact.us@craigavon.gov.uk](mailto:contact.us@craigavon.gov.uk)**

**Derry~Londonderry City Council**

**Tel: (028) 7136 5151**

**Email: [info@derrycity.gov.uk](mailto:info@derrycity.gov.uk)**

**Down District Council**

**Tel: 028 4461 0800**

**Email: [council@downdc.gov.uk](mailto:council@downdc.gov.uk)**

**Dungannon & South Tyrone Council**

**Tel: 028 8772 0300**

**Email: [info@dungannon.gov.uk](mailto:info@dungannon.gov.uk)**

**Fermanagh District Council**

**Tel: 028 6632 5050**

**Email: [fdc@fermanagh.gov.uk](mailto:fdc@fermanagh.gov.uk)**

**Larne Borough Council**

**Tel: 028 2827 2313**

**Email: [admin@larne.gov.uk](mailto:admin@larne.gov.uk)**

**Limavady Borough Council**

**Tel: 028 7772 2226**

**Email: [info@limavady.gov.uk](mailto:info@limavady.gov.uk)**

**Lisburn City Council**

**Tel: 028 9250 9250**

**Email: [enquiries@lisburn.gov.uk](mailto:enquiries@lisburn.gov.uk)**

**Magherafelt District Council**

**Tel: 028 7939 7979**

**Email: [info@magherafelt.gov.uk](mailto:info@magherafelt.gov.uk)**

**Moyle District Council**

**Tel: 028 2076 2225**

**Email: [info@moyle-council.org](mailto:info@moyle-council.org)**

**Newry & Mourne District Council**

**Tel: 028 3031 3031**

**administration@newryandmourne.gov.uk**

**Newtownabbey Borough Council**

**Tel: 028 9034 0000**

**Email: [info@newtownabbey.gov.uk](mailto:info@newtownabbey.gov.uk)**

**North Down Borough Council**

**Tel: 028 9127 0371**

**Email: [enquiries@northdown.gov.uk](mailto:enquiries@northdown.gov.uk)**

**Omagh District Council**

**Tel: 028 8224 5321**

**Email: [info@omagh.gov.uk](mailto:info@omagh.gov.uk)**

**Strabane District Council**

**Tel: 028 7138 2204**

**Email: [info@strabanedc.com](mailto:info@strabanedc.com)**

## UTILITIES

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### **Power N.I. (formerly N.I.E. Energy)**

Head of Customer Service  
Power NI Limited  
120 Malone Road  
BELFAST  
BT9 5HT

Failure Of Electricity  
Billing Enquiries/Moving House  
Email  
Website

**Tel: 0845 7643 643**  
Tel: 0845 7455 455  
home@powerni.co.uk  
www.powerni.co.uk

### **Airtricity**

Airtricity Energy Supply (NI) Ltd  
2nd Floor  
83-85 Great Victoria Street  
BELFAST  
BT2 7AF

Emergency  
Customer Support  
Website

**Tel: 0845 7643 643**  
Tel: 0845 6019 093  
www.airtricity.com

### **Northern Ireland Water**

Northern Ireland Water  
PO Box 1026  
BELFAST  
BT1 9DJ

Emergency (Waterline/Flooding)  
Email  
Website

**Tel: 0845 7440 088**  
waterline@niwater.com  
www.niwater.com

## UTILITIES (continued)

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### **Firmus Energy**

Firmus Energy  
A4-A5 Fergusons Way  
Kilbegs Road  
ANTRIM  
BT41 4LZ

Emergency  
Billing Helpline  
Website

**0800 002 001**  
0845 6080 088  
[www.firmusenergy.co.uk](http://www.firmusenergy.co.uk)

### **Phoenix Natural Gas**

Phoenix Natural Gas  
197 Airport Road  
BELFAST  
BT3 9ED

Emergency  
General Enquiries  
Website

**0800 002 001**  
0845 4555 555  
[www.phoenix-natural-gas.co.uk](http://www.phoenix-natural-gas.co.uk)

## MISCELLANEOUS

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### **Information Commissioner**

Information Commissioner's Office  
3rd Floor  
14 Cromac Place  
BELFAST  
BT7 2JB

**Tel: 028 9027 8757**

email: [ni@ico.gsi.gov.uk](mailto:ni@ico.gsi.gov.uk)

### **Department for Social Development**

DSD Housing Association Branch  
2nd Floor  
Lighthouse Building  
1 Cromac Place  
Gasworks Business Park  
Ormeau Road  
BELFAST BT7 2JB

**Tel: 028 9082 9352**

email: [housing.enquiries@dsdni.gov.uk](mailto:housing.enquiries@dsdni.gov.uk)

### **N. Ireland Ombudsman**

The Ombudsman  
Freepost BEL 1478  
BELFAST  
BT1 6BR

**Tel: 0800 34 34 24**

Fax: 028 9023 4912

email: [ombudsman@ni-ombudsman.org.uk](mailto:ombudsman@ni-ombudsman.org.uk)

### **Equality Commission**

Equality Commission  
Equality House  
7-9 Shaftesbury Square  
BELFAST  
BT2 7DP

**Tel: 028 9050 0600**

Fax: 028 9024 8687

email: [information@equalityni.org](mailto:information@equalityni.org)

## **MISCELLANEOUS (continued)**

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### **Housing Rights Service**

Housing Rights Service  
Middleton Buildings  
4th Floor  
10-12 High Street  
BELFAST  
BT1 2BA

**Tel: 028 9024 5640**

Fax: 028 9031 2200

email: [hrrs@housingrights.org.uk](mailto:hrrs@housingrights.org.uk)

## **EMERGENCY SERVICES**

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### **Emergency Services**

**Tel: 999 or 112**

### **Non-Emergency PSNI**

**Tel: 0845 600 8000**

## Apex Housing Association Ltd

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### **HEAD OFFICE:**

10 Butcher Street  
Derry~Londonderry  
BT48 6HL

### **BELFAST OFFICE:**

6 Cromac Place  
The Gasworks  
Belfast  
BT7 2JB

**Telephone:** 028 7130 4800

**Email:** [info@apexhousing.org](mailto:info@apexhousing.org)

**Web:** [www.apexhousing.org](http://www.apexhousing.org)

### **Out of hours 'Emergency Repairs'**

**Telephone:** 0800 731 3081



**Tenancy Agreement** with  
Apex Housing Association Ltd



# 1.0 Acceptance Of Tenancy Conditions

This tenancy is an agreement between you (the tenant), and Apex Housing Association Ltd (your landlord). Where there is a joint tenancy, the term ‘you’ refers to both tenants. Any reference in this agreement to the tenant should be construed as if it refers to both of them and each of them. The tenancy is a weekly tenancy. This agreement contains rights and obligations for both parties. You are the legal tenant of the dwelling and are required to meet the terms and conditions of this Tenancy Agreement, together with Apex Housing Association Ltd. In this Tenancy Agreement, the organisation known as ‘**Apex Housing Association Ltd**’, is also referred to as: ‘**Apex**’

**Address of Dwelling:** \_\_\_\_\_  
\_\_\_\_\_

**Introductory Tenancy\*** commences on: \_\_\_\_\_ of: \_\_\_\_\_ / 20

**Secure Tenancy\*\*** commences on: \_\_\_\_\_ of: \_\_\_\_\_ / 20

The overall weekly charges at the commencement of your tenancy are as follows:

**Rent:**           £ \_\_\_\_\_

**Rates:**           £ \_\_\_\_\_

**Service Charge:** £ \_\_\_\_\_

**Support Charge:** £ \_\_\_\_\_

**Heating:**       £ \_\_\_\_\_

**Total:**           £ \_\_\_\_\_

*\* This is an ‘Introductory Tenancy’ for a period of 1 year, changing to a ‘Secure Tenancy’ on satisfactory completion of a ‘1 Year Trial Period’ (see Section 2.0 for details).*

*\*\* If Apex Housing Association Ltd have commenced proceedings against you, your tenancy will remain as an ‘Introductory Tenancy’ pending the outcome of those proceedings.*

**WARNING:** You have been offered this tenancy as a result of information given in your housing application. If any of that information is false or has changed without you telling Apex Housing Association Ltd, the courts may give Apex Housing Association Ltd a Possession Order and you may be evicted. You should ask for the leaflet ‘Welcome to Your Introductory Tenancy’ if you have not already been given one.

**I/We** acknowledge that **I/we** have read and understood the terms and conditions of this agreement, and agree to abide by the terms and conditions.

**I/We** realise that if **my/our** circumstances change in the future, and the accommodation is no longer suitable, Apex Housing Association Ltd may not be in a position to offer **me/us** alternative accommodation.

**I/We** give consent to the processing, for the specified purposes, of all personal information provided.

**First Tenant**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of: \_\_\_\_\_ / 20 \_\_\_\_\_

**Second Tenant (of Joint Tenancy Agreement)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ day of: \_\_\_\_\_ / 20 \_\_\_\_\_

**Apex Housing Association Ltd Representative**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

(Witnessed and signed on behalf of Apex Housing Association Ltd)

Date: \_\_\_\_\_ day of: \_\_\_\_\_ / 20 \_\_\_\_\_

## 2.0 Trial Period

Your tenancy will be an ‘introductory tenancy’, which means that it will last for a trial period of 12 months unless Apex Housing Association Ltd has issued proceedings against you. Proceedings are issued against you when a claim is issued by the court office. As an ‘introductory tenant’ you have most of the same rights and entitlements as a ‘secure tenant’, apart from limited security of tenure and, for example, the right to assign, transfer, exchange or buy your dwelling. During the ‘trial period’ you must show Apex Housing Association Ltd that you are responsible enough to hold a secure tenancy. To do this, you must abide by the terms of your tenancy agreement. You and your visitors and guests must not behave anti-socially, cause (or be likely to cause) a nuisance or harass other people, and you must pay your rent and charges on time.

If Apex Housing Association Ltd wishes to end your ‘introductory tenancy’, it must give you notice, stating that it is applying to the courts for a Possession Order. Apex Housing Association Ltd must set out in this notice the reasons for such a decision, inform you that you have a right to request a review of the decision, and where you should take the notice if you need help or advice. As an ‘introductory tenant’ you can be evicted more quickly and easily than a ‘secure tenant’ if you breach any of the tenancy conditions during your trial period.

You will automatically become a ‘secure tenant’ once you have successfully completed your 12 month introductory trial period if the Association has not issued legal proceedings for possession of your property.

If you are already a ‘secure tenant’ transferring from another housing association or Northern Ireland Housing Executive (NIHE) tenancy, or if you have acquired the tenancy by way of succession, your security of tenure will continue in which case you will have all the rights of a ‘secure tenant’.

### 2.1 After The Trial Period

When you become a ‘secure tenant’ you must continue to behave responsibly and keep to the terms and conditions of this Tenancy Agreement. If Apex Housing Association Ltd want to take possession of the property it would have to show that there is a valid reason. The reason(s) must be based on reasons called ‘grounds’ which are defined by law (see Section 6.0 of Tenants Handbook). Before going to court, Apex Housing Association Ltd would have to serve you with a ‘Notice of Seeking Possession’ setting out the ‘ground’ on which it is seeking possession, and its reasons for serving the notice. The notice must be at least four weeks unless the

reason for the notice being served is anti-social behaviour or nuisance. Where the grounds for possession include nuisance or other anti-social behaviour, proceedings may begin immediately and this will be specified in the 'Notice of Seeking Possession'. You would have the right to present your case at a court hearing and to have legal representation if you wish, and a judge would then decide whether to award a possession order.

## 3.0 Tenant's Obligations

As a tenant of Apex Housing Association Ltd, you have certain obligations to Apex and to your neighbours. Where there is a Joint Tenancy, the term 'you' refers to both tenants. If you fail to comply with these obligations, Apex may consider ending your tenancy, which may mean you having to leave your home. You should also refer to the Tenants Handbook for further guidance.

### 3.1 Payment Of Rent & Charges

- You must pay your rent, rates and other applicable charges on time. If you have any difficulty paying your rent and charges, you should contact your Housing Officer. If you do not pay your charges on time, Apex Housing Association Ltd may go to court to obtain legal permission to evict you from the dwelling.
- Your rent is due on Monday of each week.
- Payment can be made by direct debit/swipe card/cash or cheque.
- If you are in receipt of Housing Benefit, whether paid directly to Apex or not, it is your responsibility to ensure that the benefit is paid. You are also responsible for advising the NIHE of any change in your circumstances which may affect your benefit.

### 3.2 Nuisance/Anti-Social Behaviour

Your Tenants Handbook details the circumstances in which you may lose your home. There may be occasions when Apex Housing Association Ltd will decide to take action to evict tenants because of anti-social behaviour.

- If you are evicted for anti-social behaviour, or other action is taken against you, you may be disqualified from eligibility for further housing and therefore will affect your chance of being re-housed by a housing association or the NIHE in the future.

### 3.3 Principal Home

- You must occupy the dwelling house as your only or principal home.

### 3.4 Use Of Dwelling

- You must occupy the property as a private dwelling only.
- You must not use the property for commercial business.

### **3.5 Access**

You must allow Apex'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 and adjoining property. Apex will try to give at least 24 hours notice and come between 9am and 6pm. Immediate access may be required in an emergency. You must also allow prospective tenants to view the property if you have given notice to terminate your tenancy. Tenants are advised to check the credentials of anyone wishing to gain access to the dwelling.

### **3.6 Reporting Repairs**

- You must report repairs promptly once they become apparent.
- You must maintain the interior and exterior of the premises in a clean and tidy condition and in reasonable decorative order.
- You must carry out those repairs for which you are responsible, as detailed in Section 9.o. of the Tenants Handbook.

### **3.7 Damage**

- You must maintain the dwelling in a clean and tidy condition, and repair or replace any items damaged through neglect or carelessness by you, members of your household, or visitors.

### **3.8 Communal Areas**

- You and your guests should use communal areas responsibly and take reasonable care to keep them clean, tidy and safe for use by other tenants and visitors.
- You must observe obligations such as maintaining security, treating fire safety equipment with respect, and keeping fire escape routes clear and easily accessible.

### **3.9 Alterations**

- You must obtain the prior written permission of Apex Housing Association Ltd where it is proposed to carry out any works, as detailed in Section 10.o. of the Tenants Handbook.
- You must not change or allow the premises to be used in any way contrary to laws relating to Planning and Building Control.

### **3.10 Gardens**

- You are responsible for keeping front and back gardens tidy. You are also responsible for cultivation and maintenance of gardens.
- You must not put up structures such as sheds or garages anywhere on the property without getting Apex's written permission first.
- Where you are not responsible for maintaining grounds, (e.g. Sheltered Schemes and public open spaces), Apex Housing Association Ltd will undertake this work and cover the cost with a service charge.

### **3.11 Keys**

- You must pay for the replacement of any lost keys, the supply of additional keys, and any other costs associated with their loss, e.g. changing of locks.

### **3.12 Pets**

- You must not keep any animal in or near the property, except if this is permitted under Apex's pet policy. You should refer to Section 2.0 of the Tenants Handbook for details.

### **3.13 House Sales**

- 'Secure tenants' may apply to buy their homes. You should refer to Section 8.0 of the Tenants Handbook for details of the 'Statutory House Sales Scheme'.

### **3.14 Refuse Storage**

- Refuse bins and clotheslines are provided by Apex Housing Association Ltd at the commencement of the tenancy.
- It is your responsibility to keep the bin and bin areas clean and tidy in order to avoid potential health hazards.
- You will be responsible for obtaining any further refuse bins and/or clotheslines if the original is lost, stolen or damaged.

### **3.15 End Of Tenancy**

- If you wish to move out and end your tenancy, you must give Apex 4 weeks written notice of your intention to terminate your tenancy. Notice from one joint tenant will end the tenancy of both/all joint tenants.
- All tenancies will end on a Sunday.
- You must give Apex Housing Association Ltd vacant possession, i.e. you must not leave anybody else living in the property when you move out.
- You must return the keys of the premises at the end of the tenancy to Apex Housing Association Ltd.
- You must remove any furniture, any personal possessions and any rubbish from the premises.
- You must leave behind those items which are the property of Apex Housing Association Ltd, such as fire fret and baskets (if any), clotheslines and refuse bins.
- You must leave the premises and any items which you are responsible for in reasonable decorative order and repair. You are responsible for paying Apex Housing Association Ltd the cost of failure to do so. Further information is contained within the Tenants Handbook, to which reference should be made.
- You must pay your rent and charges in full before you leave.

### **3.16 Exchanges**

You may apply for permission to exchange properties if you are a secure tenant wishing to exchange properties with another Housing Association or Northern Ireland Housing Executive (NIHE) secure tenant. All applications must be made in writing on the 'Transfer/Direct Exchange Form'. See Section 5.0 of the Tenants Handbook for further details.

## 4.0 Apex's Obligations

### 4.1 Right To Occupy

Apex Housing Association Ltd will give you possession of the premises at the commencement of the tenancy, and will not interrupt or interfere with your right to peacefully occupy the premises, except where:

- 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.
- A court has given Apex Housing Association Ltd possession by ending the 'introductory tenancy' or the 'secure tenancy'. Grounds on which Apex Housing Association Ltd may seek possession of a 'secure tenancy' are listed in Section 6.0 of the Tenants Handbook along with information on how Apex Housing Association Ltd can end an 'introductory tenancy'.

### 4.2 Tenant's Guarantee

- You will be provided with information on Apex's housing management policies as required by the guidance issued by the Department for Social Development (DSD), using its powers under Article 11 of the Housing (NI) Order 1992, as amended by the 2003 Order. A copy of this guarantee will be issued on commencement of tenancy.

### 4.3 Rent, Rates, Service & Heating Charges

- Apex Housing Association Ltd sets rents in line with the Department for Social Development regulations.
- Apex Housing Association Ltd will increase rents annually, usually on the first Monday of April, unless otherwise directed by the Department for Social Development. Apex Housing Association Ltd will always give 4 weeks written notice of any changes in rent charges.
- The service charge and support charge (if applicable), cover the cost of the provision of services as detailed in Section 1.0. of the Tenants Handbook.
- The heating charge (if applicable), covers the provision of heat and hot water to the dwelling.
- The rates charge is set by each District Council.

## **4.4 Security of Tenure**

- The tenancy will automatically become a ‘secure tenancy’ as defined in the Housing (NI) Order 1983 following successful completion of the introductory trial period. When the tenancy becomes ‘secure’, Apex Housing Association Ltd can only seek possession through the courts and on the grounds set out in the Housing (NI) Order 1983, as amended by the Housing (NI) Order 2003. In most cases Apex Housing Association Ltd must satisfy the court that it is reasonable to make an order for possession. Details of the grounds where Apex Housing Association Ltd can seek possession are detailed in Section 6.o. of the Tenants Handbook.

## **4.5 Equal Opportunities**

- Apex will take every possible step to ensure that tenants are treated fairly and equally and will comply with equality legislation.

## **4.6 Personal Information**

- Apex Housing Association Ltd is obliged to comply with the Data Protection Act 1998. Section 3.o of the Tenants Handbook provides details on how to gain access to information held by Apex.

## **4.7 Repair of Structure & Installations**

- Apex Housing Association Ltd will keep the structure and exterior of the building, and the fixtures and fittings of the premises in good repair, and maintain those items which it is responsible for as detailed in Section 9.o. of the Tenants Handbook. Apex 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.

## **4.8 External Decoration**

- Apex will decorate the exterior of the premises once every 4 years, unless you wish to carry out external decoration, in which case written permission is required and shall not be unreasonably withheld.

## **4.9 Insurance**

- Apex will insure the structure of the building and the fixtures and fittings it provides. You are responsible for insuring your own contents and personal possessions.

## 5.0 Additional Information

### 5.1 Consultation/Tenant Involvement/Support

Apex Housing Association Ltd is legally obliged to inform you, and consider your views about building work, improvements and maintenance matters whenever these affect your home, and any other changes that affect your tenancy.

#### 5.1.1 Tenant Involvement

Apex encourages and promotes tenant involvement through its 'Community Involvement Strategy'. You should contact your Housing Officer to find out what groups are operating in your area. See Section 7.0 of the Tenants Handbook for further details.

#### 5.1.2 Floating Support

Apex has a 'Floating Support' service which is available to all tenants who may need additional assistance to maintain their tenancy. If you are interested in this service there are leaflets available which you can obtain from your Housing Officer.

### 5.2 Transfers

Tenants may apply to Apex to transfer to other Apex accommodation, another housing association or NIHE accommodation. See Section 5.0 of the Tenants Handbook for further details.

### 5.3 Lodgers & Subletting

'Secure tenants' may accommodate lodgers, or sublet part of the property, provided that the following is adhered to:

#### 5.3.1 Lodgers

If you are a secure tenant, you may accommodate lodgers provided that this does not result in overcrowding. You should also remember that a lodger is treated as a member of your household under the terms of your tenancy. See Section 5.0 of Tenants Handbook for details. Introductory tenants may not take in lodgers.

#### 5.3.2 Subletting

If you are a secure tenant, Apex will normally give permission to sublet part of the dwelling provided it would not cause overcrowding. We may not give permission if we are planning to carry out any work that would affect the property to be occupied by the sub-tenant, or if your house has been designed for a special cause (for instance, grouped housing).

If we do not give you permission, we must give you a reason in writing. See Section 5.0 of the Tenants Handbook for further details. A tenant may not sublet or otherwise part with the whole of the dwelling. Introductory tenants may not sublet part of the dwelling.

## **5.4 Succession & Assignment**

### **5.4.1 Succession**

Following the death of a tenant, a succession of tenancy may occur either because of a statutory right to succeed, or because of circumstances which policy specifically allows, as set out in the 'Common Selection Scheme'. See Section 5.0 of the Tenants Handbook for further details.

### **5.4.2 Assignment**

An assignment of tenancy occurs when the existing 'secure tenant' transfers their tenancy rights to someone else. A 'secure tenancy' cannot be assigned without the written consent of Apex Housing Association Ltd. See Section 5.0 of the Tenants Handbook for further details.

## **5.5 Joint Tenancies**

You may be permitted to transfer your sole tenancy into a joint tenancy with the written permission of Apex, where the conditions set out in the 'Common Selection Scheme' have been met. A joint tenancy creates equal rights and obligations for each tenant. Where permission is not granted, a reason will be given in writing. See Section 5.0 of the Tenants Handbook for further details.

## **5.6 Complaints**

We hope that you will not have any complaints about the service that you receive from Apex. If you do however, your complaint will be dealt with in line with the Association's 'Complaints Policy'. See Section 13.0 of the Tenants Handbook for further details.

## 6.0 Changing This Tenancy Agreement

Apart from rent or service charges, the terms of this Tenancy Agreement may only be amended by statutory provision, by mutual agreement between Apex Housing Association Ltd and the tenant, or by Apex Housing Association Ltd inviting comments from the tenant on the proposed changes and afterwards serving a 'Notice of Variation'.

## Apex Housing Association Ltd

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### **REGISTERED OFFICE:**

10 Butcher Street  
Derry~Londonderry  
BT48 6HL

### **BELFAST OFFICE:**

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Belfast  
BT7 2JB

**Telephone:** 028 7130 4800

**Email:** [info@apexhousing.org](mailto:info@apexhousing.org)

**Web:** [www.apexhousing.org](http://www.apexhousing.org)

### **Out of hours 'Emergency Repairs'**

**Telephone:** 0800 731 3081



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