

Tenants' Handbook

Working
together for
positive change

We put our customers at
the heart of everything we do.

This book gives you information about your tenancy with Choice Housing Ireland Ltd and the services we provide for you. Please keep this book somewhere handy.

If you need to find out something about your tenancy or about our housing service, please check in this book to find out what to do. You can look at the menu at the side of each page or go to the more detailed index on page 51. If you then want to talk to someone, please do not hesitate to contact us. See **How to contact us** on page 2.

You will have another book, the **Repairs Handbook**, which gives you information about our repairs service and tells you how to report a repair to us. Please keep these books together, along with your tenancy agreement, and put them somewhere handy for easy reference. Staff will often refer to them when talking to you about your tenancy.

Please contact Choice Services Centre if you would like any part of this book explained or produced on tape, on CD, or in Braille **or large print**.

如果你希望我們對此書的任何部分作出解釋或翻製成錄音磁帶、CD、盲文或大字體版，請聯繫 Choice 服務中心。

Cantonese

Má mba mhaith leat míniú a fháil ar aon chuid den leabhar seo nó aon chuid den leabhar seo a fháil ar théip, ar Dhlúthdhiosca, nó i mBraille nó i gcló mór níl le déanamh ach teagmháil a dhéanamh le: Choice Services Centre.

Irish

如果您希望我们解释此书的任何部分或将它制成录音带、CD、盲文或大字体版，请联系 Choice 服务中心。

Mandarin

Get oantae Choice Services Centre gif ye hae speirins aboot onie pairt o' this beuk ir gif ye're leukin fer hit oan tape, oan CD, ir i braille ir baag prent.

Ulster Scots



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This book was developed by staff and tenants working together.

How to contact us

When you contact the Choice Services Centre by phone, e-mail or letter, your enquiry will be handled by one of our Customer Service Advisors. They can call up your tenancy details on our computer. They will usually be able to deal with your enquiry immediately but if they can't they will ask a Housing Officer or other appropriate member of staff to contact you as soon as possible.

If you want to visit us, please always phone Choice Services Centre and arrange an appointment.

- **Phone the Choice Services Centre** 0300 111 2211
 - Our office hours are 9am - 5pm, Monday to Friday.
 - At weekends, on public holidays and after 5pm on weekdays, we will only deal with emergency repairs.
 - Your phone calls to us may be recorded for training or quality control purposes.
 - If you have a textphone, please dial 18001 before the telephone number you want to call.
- **E-mail us:** housing repairs housing@choice-housing.org
repairs repairs@choice-housing.org
enquiries servicescentre@choice-housing.org
- **Text us** 07880 678123
(please do not use e-mail or text for emergency or urgent repairs)
- **Complete a form on our website** www.choice-housing.org
- **Write to us** Choice Housing, **Leslie Morrell House**, 37-41 May Street, Belfast, BT1 4DN
Choice Housing, **Maple House**, Beechill Business Park, 96 Beechill Road, Belfast, BT8 7QN
- **Website**
You can find general information about Choice Housing on our website at **www.choice-housing.org**.

You can find other useful phone numbers at the back of this book on page 47.

Your Housing Officer's name is

We expect our staff and contractors to be considerate and respectful towards you. We expect you, your family and visitors to behave in a similar way towards them.

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About this book

Our service standards

We aim to be the best at everything we do. We have a continuous programme of training to make sure our staff achieve a high standard of service.

Our aims and values

We want to provide all our customers with high quality services.

We have set out some of the standards we expect our staff to keep to when dealing with you. We have set some of these out on page 7.

We are also committed to making sure we deliver services to you in the most cost effective way. This is known as 'best value'. To achieve this we have a continuous programme of service reviews. In these reviews we:

- look critically at how we do things;
- compare our performance with other associations;
- consult with our tenants and other customers; and
- develop plans for improving the service.

The Tenants Guarantee

This is a set of principles and minimum standards of service that all housing associations registered with the Department for Communities for Northern Ireland must follow. The Department makes regular visits to housing associations to make sure that they are keeping to the standards set out in the Guarantee.

Listening to your comments

We put a very high value on tenant participation. This enables tenants to have a say in how we do things. Tenants can do this through talking to or becoming members of the Tenants' Forum. Also, we include tenants on our service review working groups. See **Involving tenants** on page 5.

We carry out surveys from time to time to find out how well you think we are doing in different areas of our service. These surveys may be done face-to-face or over the phone, or we may send you a questionnaire by post.

In addition to the surveys we do, we are keen to hear from you at any time with suggestions or ideas about how we can improve our services. It is also useful for us to hear about what we are doing right.

If we get it wrong

We know that there may be times when things go wrong and we do not do our best by you, our tenant. We want to know if you are not happy and want you to give us the opportunity to put things right. We also have a clear and open process for handling complaints. We recommend you follow our complaint steps to ensure that we deal with any problem efficiently and fairly. See **Complaints** on page 7.

If we have failed to provide services that you pay for through service charges, we will, under certain circumstances, arrange for you to receive some money back. See **Service charges** on page 35 for details.



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We are committed to listening to our customers' views about the services we provide and we continually work to improve our services and systems of management.

Our staff will always:

- tell you their name when they meet or talk to you over the phone;
- be polite, fair, respectful and considerate, and deal with your enquiry efficiently and as quickly as possible;
- be trained to a high standard; and
- deal with any personal information we have about you by following the government data protection requirements and our confidentiality policy.

When visiting you, we will:

- always carry identification;
- make sure all our contractors carry identification, are polite, tidy, courteous and consult you about when they will come to work in your home;
- give you reasonable warning if we need to change or cancel an appointment; and
- leave a calling card if we find you are not in.

When you visit us:

- reception rooms will be clean, warm and tidy and have easy access;
- up-to-date leaflets, posters and information will be easily available;
- we will aim to see you within five minutes of your appointment time; and
- we will use a private interview room, if you prefer this.

Telephone calls

- We will try to answer phone calls within eight rings.
- If we can't respond fully at the first point of contact, we will arrange for an appropriate Officer to contact you.
- When our offices are closed a recorded message will give you the office opening hours and tell you what action to take if you have an emergency.
- If the person you want to talk to is unable to take your call, we will tell you how soon they will get back to you.

Letters and e-mails, we will:

- acknowledge a letter or e-mail from you within three working days and reply in full within a further ten working days (if we can't give a full reply within that time we will let you know); and
- write to you in clear jargon-free language.

Equality and diversity

We will treat everyone fairly and equally, but know that everyone is different and has different needs. We welcome these differences and will do all we can to respect and encourage them. We will:

- provide information about our services in the best format for you, including in large print, on audio tape or in languages other than English; and
- arrange for an interpreter to help if you need one.

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Our service standards

Involving tenants

Involvement is good for residents, good for landlords and good for neighbourhoods. You get to have a say about what happens to your homes and neighbourhoods and we can make sure we put your needs first.

We have a Tenant Involvement Champion who promotes and develops resident involvement.

Consulting you about our plans

By law, we must consult you about:

- any alterations we want to make to your tenancy agreement;
- any changes to how we manage our service to you (for example, repair response times or your repair responsibilities); and
- any modernisation or improvements we are planning to do to your home.

We will let you know personally about these matters and encourage you to discuss any concerns or suggestions you have with us. If the matter concerns you and your household, we will meet to discuss the matter with you. If the matter concerns the wider community, we will try to consult as many people as possible.

How tenants can get involved

Menu of involvement

Choice have a Menu of Involvement which offers to tenants many ways to become involved with the work of Choice helping to improve our services, for your benefit and the benefit of others.

We recognise it is important to offer a range of Involvement methods at a level that best suits your lifestyle. We understand that not everyone wants to attend meetings but may want to get involved in different ways and have their say. Our Menu of Involvement which you can download from our website or request from any Choice office will explain the ways you could get involved as a tenant. There are lots of ways you can be involved.

We want to give you the opportunity to become involved as much or as little as you like.

Other ways to get involved

Choice has a Central Forum and 4 Regional Forums.

The Central Forum

The Central Forum is made up of 12 representatives from the 4 Regional Forums to ensure every region is represented. The Central Forum meets every two months to discuss policies, monitor the Involvement Strategy, look at other performance areas and agree project areas for the Central Forum to work together with Choice.

The Central Forum elects its own Chair and Vice Chair. The Central Forum Chair also sits on The Tenant & Client Services Committee so tenant representation within Choice is at Committee level.

The Regional Forum

The Tenants Forum has 4 Regional Forums that represent all Choice tenants. The four Regional areas are Belfast, South East, North West and South West.

Representatives from these groups also meet every two months and represent the area in which they reside.

Local issues specific to the Regional areas are discussed and agreed locally and often if an issue isn't resolved it can be referred up to The Central Forum to take forward and support.

Focus groups

From time to time, working groups carry out detailed reviews of different aspects of our service, for example repairs and maintenance, rent setting and the letting process. The groups are made up of staff and tenant representatives.

To find out more contact The Tenant Involvement Team on 0300 111 2211.



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Why should I get involved?

Because it benefits Choice Housing tenants. By working at various levels, tenants can have their say in how we work. This means that tenants can influence what changes and improvements we make for you and the people who live in our homes in the future.

How can I get involved?

It depends on what you would like to do and how much time you can contribute. It could be just a couple of hours a month or more. It is entirely up to you. Contact the Tenant Involvement Champion and we can discuss what you might do. See **How tenants can get involved** on page 5.



What if I don't have time to get involved?

That's fine. If you do not have spare time you can still be involved by filling in survey forms, or just phoning or e-mailing us to tell us what you think about our service. We will always make sure you know what is going on by sending out letters and leaflets, producing our tenant newsletter and keeping our website updated.

How can we be sure that you will take account of our views?

The Chair of the Central Forum sits on the Tenant & Client services and he/she will ensure tenants views re represented at committee level. You can discuss your views with any member of the Central Tenant Forum or your Regional Forum. You might consider putting yourself forward to be co-opted to your regional forum. You can find out what is involved in this work by talking to the Tenant Involvement Champion.



Will you let me know about anything that affects me personally?

Yes. We must, by law, consult you on certain matters. In addition, we are committed to keeping you informed about most other things that we do. See **Consulting you** on page 5.



What does the Tenant Involvement Champion do?

The Tenant Involvement Champion supports the Central Tenant Forum and the regional forums to help them achieve their aims and objectives. They also work to promote and develop further tenant involvement to make sure that all groups of tenants can have their say in how the Association works and develops.

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Involving tenants

Complaints

We want to provide a high-quality service but we realise that we will not always get things right or meet your expectations. We take comments and complaints very seriously. You can complain in person, in writing, by phone or e-mail through our website or through a third party.

What is the problem?

You may not be happy with our service because we:

- did not carry out our legal responsibilities or follow our policies;
- did something we should not have done;
- did not provide a service that we should have provided, or did not do it to a good enough standard;
- did not take certain information into account when making a decision;
- took too long to respond to a request or enquiry; or
- treated you unfairly.

In general terms, a complaint is not:

- a disagreement with a government regulation which we must follow; or
- a routine request for a service such as reporting a repair to your home or a problem with a neighbour or anti-social behaviour in your area.

What you can expect us to do

We will see if we can do anything there and then to address your concerns. If we can't, we will register your complaint. We aim to acknowledge all complaints received before 3.30pm in writing on the day of receipt. Complaints received after this time will be acknowledged on the next working day.

We will look into your complaint and, if we find that we have done something wrong, we will apologise and do everything we can to put things right. We will also take action to make sure the same problem does not happen again to you or any other tenants.

Making a complaint

We have a leaflet which sets out the steps you should follow. Here is a short outline.

Stage 1 - Chief Executive

Contact us and register your complaint with the Customer Services Officer. We will try to sort out your problem quickly and to your satisfaction. You will be sent a letter of acknowledgement on the date of receipt and your complaint will then be passed to the Group Chief Executive or Director, who will undertake an investigation and will aim to respond to you within 14 working days. Most complaints are sorted out at this stage.

Stage 2 - Independent Review

If you are not happy with the outcome of the complaint, you must contact Choice Housing within 28 working days from the date of the response to the Stage 1 complaint. You should inform us as to the reason why you are dissatisfied with the proposed resolution and how you would like us to resolve it.

If we are not able to resolve the matter within the published timescale, we will advise you of the reason and how long it is likely to take to resolve the matter.

Once our complaints procedures have been completed, you have the right to take your complaint to the Ombudsman. We will comply with any orders which are made by the Ombudsman.

You can contact them at Northern Ireland Public Services Ombudsman (NIPSO), Freepost: NIPSO (No Stamp required), Progressive House 33 Wellington Place Belfast BT1 6HN, e-mail nipso@nipso.org.uk or phone 0800 34 34 24 (Freephone).



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How can I make suggestions?

We welcome any comments and suggestions about our work, services and organisation. Please contact us. We will listen carefully to what you have to say and come to an agreement with you about what we can do about it.



How do I make a complaint?

You can write to us, e-mail us, visit us at our office, or speak to us direct on the phone.

If your complaint is about an everyday matter, you should contact us and ask for the Customer Services Officer. We expect to be able to sort out the problem quickly to your satisfaction with the minimum fuss. See **Making a complaint** on page 7.



We can sort out most problems at this stage, once we know the facts.

What if I am not satisfied with the explanation?

There are several stages to making a complaint. Most complaints are sorted out at an early stage, but the other stages allow you to take your complaint further if you are not happy with our first response.

If you have been through all the stages of a complaint with us and you are still not happy, you can ask the Ombudsman to look into your complaint. The Ombudsman is independent of Choice Housing but you should be aware that the Ombudsman will always expect you to have gone through our recommended steps for making a complaint first. Ask the Customer Services Officer for more details.

Where can I get independent advice?

We encourage you to get independent support or advice on any matter that worries you. You don't have to just take our word for it. There are various organisations that you can approach to discuss matters with, for example Age NI, Citizens' Advice Bureau and Housing Rights. You can find their phone numbers in **Useful contacts** on page 47.



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Complaints

Your tenancy

You will have either an introductory or secure tenancy. The two types of tenancy are very similar with only a few differences.

Introductory tenancies

When you become a tenant of Choice Housing you will be given an introductory tenancy if:

- you have never rented a home before;
- you have only rented from a private landlord; or
- you have had a period away from being a tenant of Choice Housing, another housing association or the Housing Executive.

The introductory tenancy will normally last for a year. You will usually be given a secure tenancy at the end of the year as long as you have not broken your tenancy agreement.

During your introductory tenancy, Choice Housing can bring your tenancy to an end more easily. See **Breaking the conditions of your tenancy** on page 11.

With an introductory tenancy some of your rights are limited:

- you cannot apply to buy your home;
- you cannot exchange homes with another tenant;
- you cannot sub-let your home or take in lodgers;
- you cannot hand on (assign) your tenancy to someone else, except in certain circumstances. See page 17; and
- you cannot carry out changes to your home.

The aim of giving introductory tenancies to certain new tenants is to protect, as far as we can, the interests of Choice Housing and our existing tenants.

Secure tenancies

Most tenants who have had their tenancy for at least one year will have a secure tenancy. Also, if you had a tenancy with another housing association or the Housing Executive immediately before moving home, you will be given a secure tenancy at the start.

With a secure tenancy:

- you can stay in your home for as long as you want provided you do not breach the tenancy agreement. See **The tenancy agreement** on page 11;
- you cannot be made to leave your home except by a court order;
- when you die, your tenancy can normally be taken over by a member of the family who has been living in the property with you before your death. See **Your rights** on page 13 and **Household changes** on page 17; and
- you can buy your home under the Right to Buy legislation (with certain exceptions for specialist housing).



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What type of tenancy will I have?

You will have either an introductory or a secure tenancy. See **Introductory tenancies** and **Secure tenancies** on page 9.



Can Choice Housing change the terms of the tenancy agreement?

We can introduce new minor rules and regulations and change the level of rent or service charges without asking your views. However, we can only make major changes to the tenancy agreement if we have been through a full consultation process with our tenants. See **Involving tenants** on page 5.

Can I stay in my home for as long as I want?

As the tenant you will have full security of tenure. This means you have the right to stay in your home for as long as you want provided you do not breach the terms of your tenancy agreement. See **The tenancy agreement** on page 11.

If your family breaks up, joint tenants and married or civil partners have certain rights to stay. See **Family break-up** on page 19.

When you die, partners or relatives living with you may have the right to take over the tenancy. See **Household changes** on page 17.



How is the amount of rent I pay decided?

Rents are fixed by Choice Housing but they must follow guidelines from the Department for Communities. See **Rent and charges** on page 35.

What are my rights?

You have both contractual and statutory rights. Your contractual rights are set out in your tenancy agreement. See **The tenancy agreement** on page 11.

Your statutory rights are laid down by the government. See **Your rights** on page 13.

Introductory tenants do not have full secure tenancy rights until the end of the first year (or any further extended period). See **Introductory tenancies** on page 9.



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Your tenancy

The tenancy agreement

Your tenancy agreement is the contract between you and us. If you do not keep to the conditions of your tenancy agreement, you will have broken the agreement.

Responsibilities

This is a summary. There are more details about the conditions of your tenancy in your tenancy agreement.

Our main responsibilities are to:

- consult you in writing on any changes we plan to make to the tenancy agreement; and
- maintain your home. See your **Repairs Handbook** for details.

Your main responsibilities are to:

- pay the rent and other charges on time;
- use the property as your only or main home;
- take care of the property, keep the inside in a good condition, and do any repairs that are your responsibility and report all other repairs to us immediately you are aware of them;
- make sure that everyone in your household or any visitors keep to the conditions of your tenancy and behave in a reasonable way in and around your home. Also, that they do not cause a nuisance, annoy neighbours, or harass or threaten anyone; and
- let us know in writing four weeks before you plan to move and, when you go, leave the property in a good condition.

Our rights. We have the right to:

- change your rent or other charges if we tell you 4 weeks before we do so; and
- be let into your home to carry out inspections or repairs, to service appliances, or to carry out safety inspections, provided we give you at least 24 hours warning (unless it is an emergency).

Breaking the conditions of your tenancy

If you break the conditions of your tenancy, we may have to make you and your family leave your home. We do not want this to happen. Your Housing Officer will give you advice about what to do.

You will be breaking your tenancy if you:

- do not pay your rent in full or on time;
- cause nuisance;
- harass neighbours or our staff, or behave in an anti-social way;
- damage the property; or
- make false statements to get a tenancy.

If you do not put things right, we will take legal action and you may have to give up your home. If we do this, we will follow a formal legal process.

We can only make you leave your home if a court makes the decision. Usually, the court must be sure that there are good reasons. They will consider all the circumstances before deciding to give us a 'possession order'.

For a full description of the process of going to court for breach of tenancy, see **Ending your tenancy** on page 37.

Your rights. You have the right to:

- appeal against decisions we make that you don't agree with;
- live in your home without unnecessary interruption by us or anyone working for us; and
- use your legal rights as a tenant. See **Your rights** on page 13.



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What is the tenancy agreement?

This is the legal contract between you and us. By signing it, both you and we agree to keep to the conditions written in the agreement. See **Our rights** and **Your rights** and **Responsibilities** on page 13. You should take the time to read your tenancy agreement carefully.



What if I am a joint tenant?

Joint tenants are both responsible for the tenancy. This means you both have equal rights and equal responsibilities. Each tenant is responsible for paying the full rent and other charges. If either of you break the conditions of the tenancy agreement, either tenant can be held fully responsible. See **Breaking the conditions of your tenancy** on page 11.

What if Choice Housing does not carry out its responsibilities?

Contact Choice Services Centre first and let them know what has happened. In most cases, problems are sorted out quickly after an informal discussion. If matters are not sorted out, you should follow our formal complaints procedure. See **Complaints** on page 7.



What if I fail to carry out my responsibilities?

You should try to sort out the matter with us first. If you do not correct the situation or we cannot come to an agreement about what you should do, we may have to take formal action against you. This may mean that we have to make you and your family leave your home. We only do this as a final action. See **Can you make me leave my home?** below. If you have trouble paying your rent, we will try to work out a reasonable repayment arrangement with you. We can also help you apply for benefits. See **Rent arrears** on page 37.

Can you make me leave my home?

Yes, if you have broken the conditions of your tenancy agreement (for example, by not paying your rent or by causing nuisance to your neighbours). If we have to take action against you, we will always follow a clear process. See **Breaking the conditions of your tenancy** on page 11 and **Ending your tenancy** on page 37.



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Tenancy agreement

Your rights

These are your legal rights as a tenant.

Access to and control of personal information

We must treat all personal information about our tenants as confidential. However, by law, we must share with certain public organisations some of the details you give us or certain information given to us about you.

You can see information relating to you held by us on file or on computer, provided you give us reasonable notice. We will make a charge for this.

If you are unhappy about any information or an expression of opinion that you have seen in your files, you can ask for it to be corrected, amended or taken out. If we disagree with your request, you can insist that we add a note about your views to the records.

Carrying out improvements to the home (except Introductory Tenancies)

You can carry out improvements to your home provided you have our permission in writing before you start work. We can only refuse to give permission for certain reasons.

If you leave your home, you may get compensation for certain types of improvements you have carried out. See **Improvements** on page 27.

Buying your home

You may be able to buy your home from us provided you are a secure tenant.

Certain types of home cannot normally be bought, for example, sheltered homes and some housing built specifically for people with disabilities.

See **Buying your home** on page 41.

Getting repairs done

You can expect to have certain emergency and urgent repairs carried out within a certain number of days. These are repairs which, if not completed on time, would seriously affect your health or safety.

We must make sure the work is completed within the set period.

If one of these repairs is not completed within this time, you can demand action under the Right to Repair regulations.

You have the right to ask us to send another approved maintenance contractor to do the work. If the second contractor also fails to attend, then you may be entitled to compensation.

If you want to find out more about the Right to Repair, ask us for a copy of the government leaflet about it.

Sub-letting and taking in lodgers (except Introductory Tenancies)

You can take in lodgers provided you do not overcrowd your home. A lodger is someone who shares your home as a member of your household.

You can sub-let part of your home but only if you first get our written permission. You may not sub-let the whole of your property.

Before they move in, you must tell us the name, age and sex of any intended lodger or sub-tenant, the part of your home they will occupy, and the date they intend to move in. You must also tell us again if they move out. See **Household changes** on page 17.



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Exchanging tenancies (except Introductory Tenancies)

You can exchange (swap) homes with another Choice Housing tenant with a secure tenancy or a tenant of a housing association or the Housing Executive. You must inform both landlords and get our permission in writing before you move. We will give permission except where there are specific reasons such as overcrowding, under-occupation, anti-social behaviour or rent arrears. See **Applying to move** on page 39.

Security of tenure

No tenant can be made to leave their home unless ordered by a court. Generally, before ending a secure tenancy a court has to be satisfied that there are specific grounds for making you leave, such as you breaching the tenancy agreement, or making false statements when you applied for the tenancy. See **Your tenancy** on page 9, **Tenancy agreement** on page 11 and **Family break-up** on page 19.

Consultation about changes that affect you or your home

We must consult you about any major changes we want to make to your tenancy agreement or to our housing management policies (such as repair response times or repair responsibilities) and give you 4 weeks warning of when any changes will come into effect. We must also consult you about any modernisation or improvement to your home.

We will tell you about any other plans that affect you or your home. We will also listen carefully to your views before making any final decisions. See **Involving tenants** on page 5.

Transfer of tenancy on death (or before)

When a tenant dies, the tenancy will automatically pass to any joint tenant, or it can be taken over by their partner by marriage (or civil partnership) if he or she is living in the home at the time of the death.

If there is no joint tenant or partner by marriage (or civil partnership), then any close member of the tenant's family or a partner who has been living with the tenant may take over the tenancy, provided he or she has been living with the tenant for at least 12 months before the death.

By law, such a transfer of tenancy (succession) only happens once. So, if the tenant who dies took over the tenancy when one of their relatives died, it cannot pass on again. However, in certain circumstances Choice Housing may give a new tenancy to someone who wants to remain in the home. See **Household changes** on page 17.

When a succession takes place we may ask the successor to move to more suitable housing. They will still be given a secure tenancy in the new home.

You can hand on your tenancy before you die but only to someone who could have taken it over after your death. This is called an assignment. You must contact us if you want to carry out an assignment of your tenancy.

Information about our performance as your landlord

Once a year, we must publish certain information to let you know how well we are managing our services.

If you would like a copy of our most recent Annual Review, contact Choice Services Centre.

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Moving in

Remember, if you have any problems relating to your tenancy or settling in, please contact Choice Services Centre or talk to your Scheme Co-ordinator.

When you know you are moving

You will need to make the following arrangements.

- Apply **immediately** to the Housing Executive if you think you might be entitled to Housing Benefit **or** if you have been receiving Housing Benefit at a different address, you must tell them that you have moved.
- Contact the electricity, gas and phone companies to tell them that you want them to provide services to your home.
- Arrange contents insurance for your belongings. See **Home contents insurance** opposite.
- Arrange for your TV licence to be transferred.
- If you claim Income Support, Jobseeker's Allowance or any other benefit, you need to make sure the Social Security Agency knows your new address. Check on your papers to see who you need to contact.

For advice or to discuss any problems you are having with your home or with the tenancy, please contact us. We want you to settle in easily and be happy in your home.

Newly built or recently renovated homes

If you are the first tenant in a home that has just been built or renovated, you may find certain things need to be fixed. Do not worry if you find paintwork flaking or cracking inside. These are signs of the wall plaster drying out. It can take up to a year but you can speed it up by making sure your home is well ventilated. Also, if you see a white powder showing on the outside of the building, you just need to brush it off.

For other problems, please let us know as soon as you notice anything wrong. For the first year the work is under guarantee and we can get the original contractor to fix certain problems that relate to their work.

Decorating and repairs

Before you move in we check the condition of the property and carry out gas and electrical safety checks and any necessary repairs and redecorating.

Once you take on the tenancy you become responsible for all painting and decorating inside your home.

For further repairs check in your **Repairs Handbook** to see whether you are responsible for getting these done. If you are not responsible, contact Choice Services Centre.

Home contents insurance

Choice Housing does not insure tenants' furnishings or belongings. We strongly advise you to take out your own home contents insurance. This will cover you against damage to your personal belongings, floor coverings, furniture and other contents and decorations, including damage from fire, flood, break-in, vandalism or accidents.

When choosing an insurance policy, you should make sure that it will cover broken glass and locks in doors and windows, as these are repairs you will usually have to pay for. Your insurance should also cover certain items if they are stolen in a break-in.



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When does my tenancy start?

The date given on your tenancy agreement is when you become the legal tenant. From that date on, you are responsible for paying rent and other charges, even if you do not move in immediately.

See **Responsibilities** on page 11. (Remember, if you claim Housing Benefit you will only receive it once you have moved in so if you do not move in immediately you will have to pay the full rent until you do.)

You are responsible for the security of your new home from the date you receive the keys from us.



What about repairs and redecorating?

Before we let a property, we will carry out an inspection and carry out gas and electrical safety checks. We will also do any essential repairs and redecorating before you move in.

When you view the property we will tell you what repairs and decorating we are going to do and you will accept the tenancy on that basis. From then on you are responsible for decorating the inside of your home and for certain repairs.

See **Decorating and repairs** on page 15 and your **Repairs Handbook**.

Can I put in my own fittings?

You can put in fittings such as shelves and wall cupboards, as long as you do not damage or remove anything or alter our property. If you want to make alterations, you must write to us to ask our permission.

You must not go ahead until we have given you permission. See **Improvements** on page 27.



Do you have any spare keys to my home?

We will give you the keys to your home. It is your responsibility to get spare copies. If you share an entrance door or if your key is part of a suite of locks, we will give you keys or fobs at the beginning of your tenancy. If you lose or break these or you want a spare copy for a relative, we will provide the new keys but we will charge you for them.

What if I am a first-time tenant?

We want you to be happy and settled in your home. Being a tenant brings with it some new responsibilities and we understand that renting a home for the first time can be a bit overwhelming. We are happy to offer advice whenever we can.

Your **Repairs Handbook** gives some useful advice about looking after your home and carrying out simple household tasks.



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Household changes

Let us know if anyone comes to live with you permanently or leaves to live somewhere else.

Joint tenancies

A joint tenancy is when more than one person is named in the tenancy agreement.

Partners (married or unmarried) or single people wanting to share a home will usually be offered a joint tenancy at the beginning of a tenancy.

Each tenant is jointly and individually responsible for the tenancy. This means that:

- each tenant is responsible for making sure that the rent and other charges are paid in full; and
- if one tenant breaks the conditions of the agreement, the other (or others) can also be held responsible.

Each tenant has equal rights. This means that:

- any tenant can apply for Housing Benefit; and
- if one tenant dies, the other (or others) continues as the tenant.

If you want someone to become a joint tenant during your tenancy, we will normally allow this if they are a partner by marriage (or by a civil partnership) or someone who has been living with you for at least 12 months.

The tenancy can be ended by any one of the joint tenants by giving us four weeks' notice in writing. When this happens, the tenancy ends for the other (or others) too, even if they do not agree to ending the tenancy.

In some situations, we may give a new tenancy to the remaining tenant(s) for the same home. See **Family or relationship break-up** on page 19.

You should think carefully before giving up a sole tenancy by changing to a joint tenancy. It is not easy to change back to a sole tenancy.

Handing on your tenancy

When a tenant dies, the tenancy will automatically pass to any joint tenant. If there is no joint tenant, a partner (married or not, or in a civil partnership or not) or an adult member of the family who was living with them when they died, and at least the 12 month period before the death, may be allowed to take over the tenancy of the home. The person taking over the tenancy is called a successor.

Usually a tenancy can only be handed on once in this way. When a tenant dies, we will talk to anyone left in the home about their housing options. If the home is not suitable for the person taking over the home, we may ask them to move to a different home, for example they do not need sheltered accommodation or the home is too big for their needs. For an explanation of what may happen in your situation, contact the Choice Services Centre.

You can hand on your tenancy before you die but only to someone who could have taken it over after your death. This is called an assignment. You must contact us if you want to carry out an assignment of your tenancy.

Taking in lodgers and subletting

You can take in lodgers as long as you do not overcrowd your home. A lodger is someone who shares your home as a member of your household.

You can sublet part of your home, as long as you get our permission in writing first. If you sublet the whole of your property, you will be breaking the conditions of your tenancy agreement. See **Your tenancy** on page 9.

Before they move in you should tell us the details of anyone you want to have as a lodger or subtenant and what part of your home they will live in.



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Who can live in my home with me?

Any members of your immediate family may share your home and you can take in lodgers as long as it does not cause overcrowding. In the letter we sent you when we offered you the tenancy we will have told you how many people are allowed to live in your home.

You can sublet part of your home (but not all of it), but first you will need to get our approval in writing. You must always continue to live in your home as your only or main home. See **Taking in lodgers and subletting** on page 17. Remember, you must include any income you receive from lodgers or subtenants in the information you give for claiming benefits or to HM Revenue and Customs for assessing tax.



What if my household size changes?

If your family increases, or you have relatives who want to come and live with you, you should let Choice Services Centre know. If you need a larger home, you can apply for a transfer or look for someone to exchange homes with. See **Applying to move** on page 39.



What if I get married or have a new partner?

If you get married or enter into a civil partnership or want to share your home with someone else during your tenancy with us, we may allow him or her to become a joint tenant. We will investigate their present housing situation before agreeing. See **Joint tenancies** on page 17.

Who can take over the tenancy when I die or leave the home?

If you have a joint tenancy, it will usually remain with the other tenant or tenants. Otherwise, your husband, wife, partner or other adult member of the family may have the right to take over the tenancy if they have been living with you. See **Handing on your tenancy** on page 17.



Can someone become a joint tenant with me?

We will usually offer a joint tenancy to partners (whether you are married or not married, or in a civil partnership) or other family members at the beginning of a tenancy. This gives both partners equal rights and powers. See **Joint tenancies** on page 17.

What if I need specialist help?

If you are having difficulties living in your home, we can help you in a number of ways. Contact the Choice Services Centre and discuss your needs with them. We will then look into what options are available to you in terms of services in your existing home or whether you could move to another more suitable home. See **Extra care services** on page 33.

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Household changes

Family or relationship break-up

Act quickly to protect your rights. Only a court has the power to force you to move out of your home.

Your rights

- Joint tenants have equal rights to stay in the home but either one may end the tenancy. We may transfer the tenancy to the other partner.
- If you are not joint tenants, the person whose name is on the tenancy agreement has the right to ask their partner to leave the home.
- If you are not joint tenants and the person who is named as the tenant on the tenancy agreement leaves the home, the remaining partner has no automatic right to stay in the home.
- If you have children living with you, a court will normally put their interests first to make sure they do not become homeless. The court will usually give the tenancy to the parent who has the main care and responsibility for the children.
- We can only make a tenant leave his or her home if a court makes the decision and gives us a 'possession order'. Usually, the court must be sure that there are good reasons to allow us to make the tenant leave.

Domestic violence

If you are suffering from domestic violence, contact the police and a solicitor. Most police stations have domestic violence units with specially trained officers.

How to get help

- Contact the Choice Services Centre. We can arrange for a member of staff to discuss your situation with you. The details of any conversation you have with members of the team will be kept confidential. See **Access to and control of personal information** on page 15.
- You should also go to a specialist who can advise you about your particular situation. For example:
 - advice agencies (such as the Citizens' Advice Bureau or a local law office) about money problems;
 - the Housing Rights Service for housing advice;
 - Relate (relationship counselling) about family problems;
 - the Housing Executive's local district office or their Homeless Advice Centre in Belfast, for advice about your housing options; or
 - a solicitor about your legal rights.

See **Useful contacts** on page 47 for phone numbers of some of these organisations.



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Do I have the right to stay in my home?

This depends on whether you are named as a tenant on the tenancy agreement, whether you and your partner are married or not, or in a civil partnership, and whether you have children living with you. See **Your rights** on page 13.



Can the name or names on the tenancy agreement be changed?

The name of a joint tenant can only be removed from a tenancy agreement if both the joint tenants agree. We will also have to agree to the change. If no agreement can be reached, only a court has the power to enforce a change of tenancy. The court will make its decision based on how long you have been together, whether you have children, and who is going to look after them.

Who can end the tenancy?

Any tenant named in the tenancy agreement can end the tenancy, even if it is a joint tenancy. If your partner wants to end the tenancy but you want to stay, it may be possible to get an order from a court to stop the action. However, you must do this before your partner gives us notice. You need to act quickly and get advice from a solicitor.



Can my partner make me leave the home?

You should not give up your rights to stay in your home without first getting legal advice. If you are joint tenants and married or in a civil partnership, you both have the same right to stay. If you cannot agree about who is going to leave, only a court can decide. If you are not married or not in a civil partnership and are not the tenant, you need to get advice quickly about what you can do. Contact the Citizens' Advice Bureau or a solicitor to discuss the situation. See **Useful contacts** on page 47.



What can I do if I am the victim of domestic violence?

If you are threatened with, or are the victim of, acts of violence from members of your household or an ex-partner, you may want help. See **Domestic violence** on page 19.



What if I want to move out and want to pass my tenancy on to someone else?

If you are the tenant named in the tenancy agreement, you can ask for your tenancy to be passed on to one or more people who want to stay in the home. We will look into the situation but will not necessarily agree to this. Contact your Housing Officer.



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Family break-up

Living in your home

Parking

- If you want to park any kind of vehicle (including caravans, boats or trailers) in your garden, you must ask for our permission in writing.
- No tenant has a right to a particular parking space.
- We cannot guarantee parking spaces for all tenants.
- We may arrange to get your car or vehicle removed if you park where parking is not allowed, or if it is dangerous or blocking people's way. Remember, emergency vehicles must be able to get access to buildings at any time.
- You must not use car-parking areas to carry out major repairs to vehicles.
- Untaxed vehicles must not be parked in communal Choice Housing parking areas.
- We may arrange to get your car removed if:
 - it is untaxed;
 - you park where parking is not allowed; or
 - it is dangerous or blocking peoples way.

Pets

- You are allowed to keep pets in your home as long as you are a responsible owner. Tenants in flats and sheltered accommodation can keep small pets such as fish or small caged animals or birds, and may be permitted to keep a dog or cat. In sheltered accommodation, new tenants may be permitted to bring existing pets with them. If your home is on the ground floor and has direct access to its own garden, we may allow you to keep a cat or dog but you must get our permission first. Before granting permission, Choice will consider each request on an individual basis.
- You must keep your pets under control at all times. If you allow your pet to cause a nuisance (such as a dog barking continually inside or outside your home), or it is causing a health hazard, we will ask you to find it a new home. If necessary, we will take legal action against you.
- You must not allow your pets to roam or foul in shared or public areas.

Your garden

Unless it is a shared or communal garden, you are responsible for:

- keeping the garden tidy and free of rubbish;
- making sure shrubs and hedges do not become a nuisance to neighbours; and
- making sure that bonfires do not affect your neighbours or cause a danger.

We are responsible for maintaining fences, boundary walls and any steps and paths that lead to your front and back doors, but not other garden paths.

You need permission to:

- put up a shed, greenhouse, decking or other structure;
- park a car or caravan in your garden;
- put up a new or different fence;
- carry out planting in an 'open plan' area;
- put in a pond or patio; or
- cut, lop or prune an existing tree, remove a tree or hedge, or plant a new tree.

Getting rid of rubbish

- Your local council will collect household waste regularly. Please recycle as much as possible. Your local council will have advice on how to do this. In some areas they will collect certain items for recycling.
- You must not mix garden waste with household waste. Please consider composting it. Otherwise, you can take it to your local household recycling centre. See **Caring for the environment** on page 48.
- Your council will not collect bulky items with household waste. We suggest you take these to your local household recycling centre or contact your council who may provide a service to collect them. They will usually charge you for this service.
- If you lose or damage your wheeled bin, you can buy a new one from Choice Housing or your local council.



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Can I take in lodgers or sublet part of my home?

You can take in a lodger as long as you do not overcrowd your home and the lodger lives with you like any member of the family. If you allow someone to live separately in part of your home, this is subletting and you must have our permission to do this. You cannot sublet all of your home, and you must continue to live in it. See **Household changes** on page 17.

If you receive any money from lodgers or subtenants, this may reduce any benefits you receive. Contact the Housing Executive's office in your local area. See **Useful contacts** on page 47.



Who is responsible for repairing fences, gardens and shared areas?

We will look after any open areas or shared gardens we own, and the boundary fences and walls around our properties. You are responsible for your own garden. See **Your garden** on page 21.



Can I keep pets?

You must seek permission to keep a pet in any Choice accommodation. You must also be a responsible owner. If you live in a flat or sheltered accommodation, you can only keep certain types of pets. See **Pets** on page 21.

How do I get rid of rubbish?

Your council collects household waste regularly. Ask your neighbours which day of the week they come to your area. In sheltered schemes you need to take your rubbish to the common bins in the scheme's bin store. See **Getting rid of rubbish** on page 21. We encourage you to recycle as much as possible. See **Caring for the environment** on page 48.

Can I run a business from my home?

Your home is meant to be used as a home. You must not run a business from your home without our permission in writing. We will only give permission if we are sure that the business will not disturb your neighbours. Discuss your plans with us. Contact Choice Services Centre. We will take immediate action against anyone carrying out any criminal, illegal or immoral activity in the home, for example prostitution or drug dealing.



Can I put up a satellite dish?

You need our permission to put up a satellite dish. Discuss your plans with us. Contact Choice Services Centre.

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Living in your home

Flats and maisonettes

If you live in a flat, bedsit or maisonette, you need to treat your neighbours with extra consideration and respect. You are also responsible for helping us look after the shared areas.

Respecting your neighbours

- Keep the sound from music systems, radios and TVs at reasonable levels.
- Use waste collection areas properly and make sure that you leave the surrounding areas tidy.
- Do not throw or drop anything from balconies or windows.

Safety

- Keep all shared entrances, passageways, stairs and other areas with shared access free of obstructions such as bikes, toys, prams or rubbish. This is for the safety and easy access of the people living in a scheme or block, or any visitors.
- Use door-entry systems properly to keep buildings secure.
 - Make sure the entrance door locks properly behind you. Never leave it propped open.
 - Do not let people who do not live in the block follow you in, even if they appear genuine. They should press the button for the flat they are visiting.
 - Report any faults to Choice Services Centre immediately.

Shared areas and facilities

Cleaning

We have employed cleaners or appointed contractors to clean windows, staircases, corridors, hallways and landings in shared areas. Also, the outside of windows in most blocks of flats are cleaned six times a year.

Repairs

Please report any problems with lighting or repairs needed in the shared areas and facilities of the block to the Choice Services Centre.

Heating

Some blocks of flats have a shared heating system. We will adjust the system depending on the weather and the time of year.

Lifts

All our lifts are serviced and maintained by a specialist firm. You should report any problems to Choice Services Centre. Also, contact the Centre in an emergency or if you hear the lift alarm. If you are in sheltered accommodation, use the emergency alarm system to call for help, or contact the scheme co-ordinator.

Shared gardens and paths

All shared gardens, footpaths and roads owned by Choice Housing are maintained by our grounds maintenance contractors. The gardens are for everyone living in the building to enjoy. It is important that you, members of your household and any visitors respect other people who use the gardens and help to keep them pleasant places to be in and to look at.



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Who is responsible for shared areas and gardens?

We are responsible for looking after any shared areas and shared gardens we own. This includes cutting grass and looking after the paths, drying areas, fencing, lighting, entry phones and lifts. It will also include removing any graffiti. Please report any repairs or other problems to Choice Services Centre.



You should show respect for other people who use any shared gardens and help to keep them pleasant places to be in and look at. See **Shared gardens** on page 23.

We will tell you well in advance when we are going to do any major renovation work or programmed painting to the building you live in.

It is important that no-one living in flats stores or leaves any items outside their flats or in shared areas. See **Safety** on page 23.

Who is responsible for cleaning the shared areas?

Cleaning landings, stairs and hallways is carried out either by cleaners employed by us or contractors appointed by us. See **Cleaning** on page 23.



Who is responsible for TV aerials and satellite dishes?

Some blocks of flats have shared television aerials. If you are having difficulties with reception, first check with your neighbours to see whether they are also having problems. The problem may just be with your own television. However, if others are also affected, contact Choice Services Centre.



If you want to put up a satellite dish you need permission from our maintenance team. Contact Choice Services Centre.

What can be done about noise in flats?

In blocks of flats, noise can be heard more easily between floors and walls. We expect our residents to show extra consideration and respect for their neighbours. See **Respecting your neighbours** on page 23.

If there is a problem in your block of flats you should try to discuss this with the people concerned, but if the problem does not improve we will try and help. Contact Choice Services Centre.



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Flats and maisonettes

Safety in the home

Preventing fires

- There are smoke detectors in all our properties.
- Test your detector regularly and report any faults to Choice Services Centre.
- Before going to bed at night or when you go out:
 - make sure all fires are out or have a fireguard in front of them; and
 - make sure you have put out all cigarettes.
- Don't dry clothes over heaters.
- Do not use chip pans. They can easily catch fire. We recommend that you use a deep fat fryer instead.
- Don't leave candles lit if no-one is in the room.

Electrical safety

- Unplug any appliances that are not in use.
- Use the correct fuses in plugs.
- Disconnect the electricity supply to any faulty switch or socket.
- Don't touch bare wires. Turn off the electricity at the consumer unit (fuse box).
- Don't touch anything electrical if it is wet or if your hands are wet. Turn off the electricity at the consumer unit (fuse box) and don't use it again until it is dry.
- Use one appliance at a time in a socket. If necessary, use a multi-point extension lead.
- Don't carry out any electrical alterations or improvements without our permission.
- Don't put nails or fittings in a wall near a socket, switch or light fitting, or around the edge of the wall, as this is usually where electrical wires are put behind plaster.
- When using portable appliances or tools outside, make sure you use a circuit breaker device (usually fitted on your extension lead).

Gas safety and what to do if you smell gas

- **Don't use anything electrical**, for example, door bells, switches or even your phone (not even a mobile).
- **Open** doors and windows to get rid of the gas.
- **Check** if the gas has been left on unlit or if a pilot light has gone out.
- **Turn off** the gas at the meter.
- **Don't smoke** or light a flame.
- **Call Phoenix 0800 002001** from a phone **outside** your home. When they come, they will make the situation safe and will leave you a notice about what they have done. You then need to contact Choice Services Centre.
- **Do not** remove or block air vents.
- **Do not** carry out any repairs, removals or changes to gas appliances or fittings without getting advice or permission.

Preventing carbon monoxide fumes

- Keep rooms well-ventilated and make sure vents are not blocked or closed.
- Sweep chimneys at least once a year, if used for wood or coal fires.
- Buy officially approved appliances marked with the British Standard Kitemark.
- Use Gas Safe (formerly CORGI) registered gas installers to fit and service your own gas appliances.
- Check and service gas appliances regularly.
 - By law, we must carry out a gas safety check on all appliances once a year. You must allow us into your home to do this check.
 - We will service and repair all appliances we have installed.
 - You must get your own appliances serviced regularly.



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Security suggestions

- Mark valuable items with your postcode and house number, or keep a note of serial numbers.
- When you go away, you might think of fitting a timer device to a lamp in the living room to make the house look as if someone is in. If you are going away for a long time, please let us know.
- Arrange with a neighbour to keep an eye on each other's houses.
- When you go out, check that all windows and doors are closed.
- Do not leave your keys, money or valuables where a stranger might find them or see them through a window, or reach them through the letter box.

Door-entry systems

Door-entry systems control who comes into buildings with shared entrances. To keep your building safe:

- make sure that the entrance door always locks behind you;
- never leave the entrance door open or propped open;
- do not let people who do not live in the block follow you inside, even if they appear genuine. They should press the button for the flat they are visiting; and
- report any faults to Choice Services Centre immediately.

When someone calls at your home

- If you have a door viewer, check to see who it is before opening the door.
- If you don't know the caller, ask to see their identity card and check it carefully. If you are not sure about them, ask them to stay outside while you phone the organisation they say they represent to check who they are.
- Anyone who comes to your home to carry out a repair, inspection or gas service will have an identity card with their photo on it. You should check the card carefully. Also, check that they are coming to do a repair or servicing you are expecting and that the number on their works order is the same as the job reference number we gave you when you reported your repair. This also appears in your repair acknowledgement letter. If you are at all unsure, ask them to stay outside and phone the Choice Services Centre.

Explosive or flammable liquids or materials

You should not keep or use bottled gas, paraffin or petrol in your home or in a shared area. If you need to keep small quantities of these, you should make sure that you keep them outside in a safe place away from any heat and out of the sight and reach of children or where they can be found by vandals.

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Safety in the home

Improvements

Changes to your home

We allow you to put in fittings such as shelves and wall cupboards without our permission but you must not damage or remove anything that belongs to Choice Housing. You may also carry out other changes or alterations to your home but you must discuss your plans with us first. You should then write to us, giving full details of what you plan to do. We will write back to you with an answer within one month.

Once you have done the changes we have agreed to, we will be responsible for any repairs. You must not start this work before we have given you our permission.

Changes you need permission for may include:

- laying floor tiles, or wood or laminate flooring;
- removing a wall or partitioning;
- installing or removing a gas supply;
- moving radiators;
- putting in your own heating system;
- installing a shower;
- changing kitchen or bathroom fittings;
- putting up a radio aerial or satellite dish;
- laying patios; and
- changing windows or doors.

If we find out that you have made changes to your home without our permission, we may ask you to change it back to its original condition. If we have to do this, we will charge you for the costs involved.

Compensation

At the end of your tenancy you may get compensation for certain improvements you have done. We can give you a list of what kind of improvements these are.

We can only pay compensation at the end of your tenancy. The amount will be based on the original cost of the improvement and how long it has been in use.

We will not pay compensation if:

- you did not get our permission in writing before you did the work;
- we have had to evict you because you broke the tenancy conditions;
- you put in your claim for compensation too late. You must claim no later than two weeks after the end of your tenancy; or
- the amount of compensation comes to less than £50.

Major repairs or improvements we will carry out

We put together a programme of major repairs and improvements to our properties and surrounding areas once a year. We will put the most urgent problems first and the amount we do will depend on what money we have available. We will consult you, well ahead of time, about any work we expect to do in your home (for example, double-glazing or a new heating system).

If you need to be rehoused for a short time:

- we will pay the cost of removals;
- you will pay no more than the rent you normally pay; and
- we may give you the choice of staying in the property where you have been rehoused rather than returning to the home you have left.



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Will you carry out any improvements to my home?

We may carry out major repairs and improvements as part of our strategic plan. The work we decide to do will be based on information we collect from surveys we do from time to time. See **Major repairs or improvements we will carry out** on page 27.



Can I put in my own fittings or make changes to my home?

You can put in fittings such as shelves and wall cupboards, as long as you do not damage or remove anything or alter our property. If you want to make alterations, you must write to us to ask our permission. We need full details of the work and who will carry it out. You must not go ahead until we have given you permission. You may also need to apply for planning permission and building regulations approval. We will tell you how to do this. See **Changes to your home** on page 27.

What help is there if I or a member of my household becomes disabled?

If you need to have adaptations done to your home, contact the Choice Services Centre to discuss what you need. We can do certain changes, such as putting in lever taps or grab rails, but for more costly or complicated changes you will have to contact your doctor or local health trust who will assess your situation and make a recommendation to us. We will then carry out the work. Examples of such adaptations are ramps to doors and special bathroom fittings. See **Extra care services** on page 33.



Can I be compensated for any improvements I make?

You may get compensation for certain types of improvement. We can only pay the compensation at the end of your tenancy. See **Compensation** on page 27.



When I leave my home, what do I do about any changes I have made?

If you have removed or changed any of our fixtures or fittings, you must change them back to their original condition unless we have agreed to the changes. If you have done alterations which were not carried out properly or were done without our permission, we may make you change them back or bring them up to the correct standard. If you leave without changing this we will charge you for our costs for doing it after you have gone.

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Improvements

Neighbours

We expect you and your visitors to be considerate to your neighbours. This is a condition of your tenancy agreement.

Getting on together

We encourage our tenants to make the best of their communities and surroundings. You should consider your neighbours when you go about your everyday life and understand that people have different lifestyles. See **Being considerate** below.

We expect you to accept reasonable activities such as:

- children playing;
- use of television or music systems; and
- people getting up, leaving and returning to their home, and preparing meals at different times.

If a neighbour's activity becomes unreasonable, you should try to discuss the problem calmly and agree how the situation can be improved. See **What to do** opposite.

Being considerate

- Make sure that you mow lawns and do housework, such as washing and vacuuming, at reasonable times.
- Keep the noise you make at reasonable levels, particularly the sound from radios, music systems and TVs.
- If you have a dog, do not leave it barking constantly in your home or outside in the garden, you must also clear up any mess it makes.
- Warn neighbours when you are going to do something particularly noisy such as DIY or having a party.
- Make sure your children play without disturbing other people.

What to do

Talk to your neighbour

When people live close together, they often do not realise that they are disturbing other people. If you are being disturbed, the first thing to do is to explain politely to the people involved that they are causing you a problem.

Talk to us

If the problem continues, please contact us. We will treat all complaints seriously and treat all the information we receive as confidential.

So that we can help you, you will need to keep a diary of the problem, including any contact with the police and any incident log numbers they give you. If we find your complaint is malicious or has no real basis, we will take no further action and we will make a note on your file.

In cases of extreme and continuous noise or pollution, your local council's environmental health section can take action. They deal with problems such as noise, poorly kept animals, rubbish, smoke, fumes and gases. We can tell you how to contact them.

Talk to the local mediation service

Many problems between neighbours can be sorted out by talking through the different views and coming to an agreement. If you would like help to do this, you can ask us to refer you to a mediation service in your area. Mediation services provide independent mediators who discuss the issues with everyone involved in a professional, calm way and help them come to an agreement. They are trained to deal with a variety of situations. They will be understanding but will not take sides. We will pay for this service.



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What should I do if I am having problems with my neighbour?

We expect neighbours to be considerate and tolerant, but sometimes they do not realise they are upsetting you. See **Getting on together** on page 29. Firstly, you should try to discuss the matter with your neighbour in a calm and friendly way. If the problem is a clash of lifestyles and personalities, it may be a good idea to get an independent mediator to help you come to an understanding. See **What to do** on page 29.



What can you do to help?

We will investigate any matters you bring to our attention. If it is an argument between neighbours, we may not take any action, but your Housing Officer is always happy to advise you. If a tenant, a member of their household or visitor continually causes a nuisance and we can show that they have broken the tenancy agreement, we may apply to court for a court injunction to control their behaviour or a court order to make that tenant leave their home. If necessary we will work with the police.

Can I be rehoused?

We aim to deal with the problem rather than move you to another home. If the problem involves anti-social behaviour or harassment, we will carry out an investigation and will take prompt action. See **Anti-social behaviour** on page 31.

What can be done about noise in flats?

Flats cannot be completely soundproof. Noise can be heard easily through floors and walls. We expect neighbours to be tolerant and to show each other respect. If you are troubled by noise, you should try and discuss with your neighbour how they might change their behaviour. See **Being considerate** and **What to do** on page 29.



What if I cause nuisance to a neighbour?

If you, a member of your family or a visitor to your home cause any nuisance to neighbours, you are breaking the conditions of your tenancy agreement. If the nuisance does not stop, we will take action against you. We may even make you leave your home. See **Breaking the conditions of your tenancy** on page 11.



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Neighbours

Anti-social behaviour and harassment

All our tenants are responsible for the behaviour of members of their household and visitors. You are breaking the conditions of your tenancy agreement if anyone in your home causes alarm, distress or nuisance, or continually annoys anyone in the area or around your home.

What is anti-social behaviour?

Anti-social behaviour is any behaviour or action that interferes unreasonably with the quality of life of other residents or prevents them living peacefully in their homes and surroundings. It includes nuisance, which is persistent behaviour or disturbance which causes distress to other people, such as:

- loud music;
- arguments, shouting, swearing or slamming doors;
- selling, storing or taking drugs;
- dogs barking or making a mess;
- playing ball games close to someone else's home;
- smoke or fumes from bonfires or barbecues;
- inconsiderate parking or abandoned cars;
- drunken behaviour; and
- conducting any criminal, illegal or immoral activities in or around your home.

What is harassment?

Harassment is interfering with a person's peace, comfort or safety. It can be physical or verbal abuse or intimidation, and includes attacks on and damage to property. It can be a criminal offence if someone harasses you because of your ethnic origin, nationality, religion, political opinion, race, colour, sex, sexuality, disability or age.

Equality and diversity

- We will act fairly in our dealings with you.
- We will act swiftly and firmly to stop any kind of discrimination.

How we deal with anti-social behaviour

We take seriously any claim of anti-social behaviour in or around the areas where we own properties.

- We will respond promptly to any claim you make to us.
- We will carry out an investigation, collect evidence and, if necessary, take action. We will keep clear records of what action we take.
- We will support anyone who is suffering from anti-social behaviour, as well as anyone who is willing to be a witness.
- We will work with tenants and other agencies, including the police, the Housing Executive and councils, to stop and prevent nuisance, harassment or abuse.
- We take action to evict any tenant who is convicted of harassment (make them leave their home).

We can take a range of actions. Firstly, we would hope to solve the problem through visits and letters to the people causing the problem. This might lead to mediation meetings or setting up acceptable behaviour contracts.

We will take action if the situation doesn't improve. This could be a warning, an injunction or getting a possession order to make them leave their home.

In serious cases, the police or the Housing Executive may apply for an anti-social behaviour order against a person or several people. If they do not keep to the order, they can go to prison.

Our statement of policy and procedures on anti-social behaviour can be found on our website. You can also request a copy from us.



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What action can I take?

If you are frightened because of the offensive or abusive behaviour of a neighbour or visitor towards you or a member of your family, you should get in touch with the police immediately. Always ask them for an incident log number. You should also contact Choice Services Centre. We will need a record of the problem, so you should keep a diary of events. We will investigate the problem and may be able to take action. You can also take legal action against the person concerned. You will need to contact a solicitor. Incidents of anti-social behaviour which occur outside of office hours, can be reported by tenants to INSEC Security, the security company used by Choice. INSEC will respond to calls from tenants by visiting, where necessary, the person alleged to be causing the nuisance. INSEC staff wear body cameras and the footage can be used as evidence should an anti-social behaviour case proceed to court. Contact the Choice Services Centre for further details.



What can you do to help?

The tenancy agreement covers the behaviour of tenants, other members of their household and visitors. By signing it, all our tenants have agreed to behave in a responsible way toward their neighbours. See **What is anti-social behaviour?** and **What is harassment?** on page 31. We can take legal action if one of our tenants has clearly broken the conditions of their tenancy agreement. See **Responsibilities** on page 11 and **How we deal with anti-social behaviour** on page 31.



Can I be rehoused?

We would try to sort out the problem without rehousing you. However, if you are clearly being harassed, we may be able to help you move if you want to. Contact Choice Services Centre.



What if I'm worried about a neighbour?

If you think a neighbour is having difficulties and needs help, we may be able to approach them and discuss their needs. Contact Choice Services Centre. We will treat as confidential whatever you tell us.



What if I am worried about being secure in my home?

All our homes are fitted with standard security locks, but if you are worried about security, we are happy to discuss your concerns and give advice. Contact Choice Services Centre and explain your concerns to them.

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Anti-social behaviour and harassment

Extra care services

We are aware that some of our tenants have particular needs. We can help in various ways.

Help to live more easily in your home

If you or anyone living with you find some aspects of living in your home difficult because of a medical condition or disability, you can get help without necessarily having to move. This may include:

- arranging for someone to come in and help you with basic domestic or personal tasks;
- carrying out adaptations such as fitting a ramp or extra handrails, lowering worktops, fitting showers or changing taps;
- putting in specialised equipment for you to use in your home; or
- giving you advice and information.

If you would like to find out about any of these options, you should contact your local health trust.

If you need to have adaptations done to your home, contact Choice Services Centre to discuss what you need. We can do certain changes, such as putting in lever taps or grab rails, but for more costly or complicated changes you will have to contact your doctor or local health trust who will assess your situation and make a recommendation to us.

Emergency alarm connection

If you do not live in a scheme that already has an alarm system, you may be able to arrange for your home to be connected to a 24-hour emergency alarm system. Choice Housing does not provide such a system but if you contact Choice Services Centre they will tell you about organisations that provide such services. You may have to pay for the service directly but it can provide you with peace of mind knowing that you can call someone at any time if you need help.

Alternative housing

If you feel you need to move, we have various types of special housing.

- **Supported housing.** These are special schemes where we are able to house people with specific needs such as physical disabilities, learning difficulties or mental health needs. These homes may have special adaptations but we also provide support staff who assist residents in their day-to-day living.
- **Sheltered housing.** These are groups (schemes) of self-contained bungalows or flats which are all connected to a 24 hour emergency alarm system. Most schemes have shared laundry facilities and some also have guest rooms for visitors.

Each scheme has a co-ordinator whose duties include:

- contacting tenants regularly to check they are alright;
- responding to emergencies, giving emergency aid or calling for emergency services;
- keeping in touch with families and any support services for example, doctors, home helps and social care assistants; and
- encouraging tenants to arrange social activities and to make full use of the shared facilities.

This type of housing allows tenants to live independently but have on-call support from a scheme co-ordinator and an emergency alarm system. This gives them peace of mind and makes them feel secure.



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What should I do if I need some help at home?

If you are having difficulty living in your home, we can help you in a number of ways. Contact Choice Services Centre. We will discuss your needs, tell you what we can do or tell you who else to contact.

Can I get help if I want to stay in my own home?

Yes, there are various services to help people who have special needs to live independently in their communities. You may be able to arrange to have adaptations made to your home, or to receive specialist care services in your home. See **Help to live more easily in your home** on page 33.



How long will I have to wait for a special adaptation?

This depends on the number of people wanting adaptations and the amount of work involved. We will carry out all the adaptations but for the more costly or complex adaptations, you first need to get an assessment from the Occupational Therapy Department of your local health trust. See **Useful contacts** on page 47.

What special housing is available and where?

We have different types of housing available. Where possible, we will offer you the home most suitable for your needs, whether due to age or disability. See **Alternative housing** on page 33. If you want to apply for special housing, you need to fill in an application form. We will send one to you and, if you need help, we can arrange for someone to go through it with you. Contact Choice Services Centre.



What if I feel unsafe in my home?

If you are elderly or feel vulnerable for any other reason and you do not live in a sheltered or supported scheme, you could arrange for your home to be connected to an emergency alarm system. See **Emergency alarm connection** on page 35. Contact Choice Services Centre to discuss your worries and to find out who provides such services in your area.

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Extra care services

Rent and charges

You must pay your rent on time. This is very important if you want to stay in your home.

Rent and rates

Your rent is the money we charge you for providing you with your home and our services to you, including repairs and maintenance.

You pay rates to your council for your local services. We collect this from you on behalf of the council. You pay this at the same time as your rent.

Service charges and support charges

Tenants (and leaseholders) pay service charges if they live in certain types of building where there are shared facilities or services. The charges cover:

- repairing and maintaining the building and shared areas inside the building;
- cleaning shared areas, including windows;
- providing lighting and heating in shared areas;
- maintaining and landscaping shared gardens; and
- insuring the building.

Service charges are based on the actual cost of delivering the service. We review them once a year and they may increase or decrease. You may inspect our financial records about service charges as long as you let us know beforehand.

Support charges are for any special services you receive:

- services of scheme co-ordinators and other specialist staff; and
- providing emergency alarm systems and any other special facilities.

Heating charges

If you live in a sheltered or supported scheme you may pay a separate heating charge to us for the heating you use in your own flat.

How to pay

- **Through your bank.** You can arrange to pay your rent by direct debit. Contact Choice Services Centre to set this up. Or, you can pay whenever you want by phoning your bank or going on-line.
- **At Choice Housing head office.** You can pay with cash, by cheque, or by debit or credit card.
- **By phone to us using your debit or credit card.** You will need to give us your rent reference number (on your rent payment card), your debit or credit card details, and the amount you want to pay.
- **At any post office or shop or garage displaying the Paypoint sign.** You must pay cash and show your rent payment card. Make sure you get a receipt and keep it safe.
- **By post.** Send a cheque or postal order to our head office. Never send cash. You need to allow three days for your payment to reach us on time. See the address to send it to in **How to contact us** on page 2.
- **By Housing Benefit direct payment.** If you claim Housing Benefit, it can be paid direct to us. However, if your Housing Benefit does not cover the full amount of rent, you still need to pay us the difference.

Cheques. Cheques or postal orders must be made out to **Choice Housing** (or to **The Post Office Ltd** if you are paying at a post office). Write your name, address and rent account number on the back.



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How much rent do I pay and how often?

The amount you must pay is shown on your rent letter that we send you every year. This is made up of your weekly rent and rates, and for certain properties, service charges, support charges and heating charges. The amount of rent is based on the type and size of the property you live in and the facilities you have. You may be able to claim benefits which will help with your rent. See **Benefits** on page 39. We charge you a weekly rent but you can choose to pay at different intervals (for example, every week or once a month) as long as the correct amounts are with us at the right time. There are various ways you can pay. See **How to pay** on page 37.



How do I keep track of my rent payments?

We will record your payments on our computer each time you pay. We send you a statement twice a year which shows what rent you have paid. You can also ask for another statement at any other time. Contact Choice Services Centre. You should also keep a check on payments yourself. Keep any receipts you are given and check your bank statements.



Will my rent increase?

Choice reviews the rent and other weekly charges annually and we will give you 28 days' notice of the revised charges. Our rents should be affordable to people on low incomes and will be cheaper than rents charged by private landlords. However, we must make sure that rents cover our costs. If we change your rent, this will usually apply from April. We will write to you at least 28 days before you must start paying the new amount.

What if I pay my rent late or have financial difficulties?

You are breaking the conditions of your tenancy agreement if you pay your rent late. If you have money troubles, please contact us and we will tell you what to do and give you advice. See **Rent arrears** on page 37.

What if Choice Housing fails to provide a service which is covered by service charges?

If we have failed to provide you with a service, for example lighting in shared areas or laundry room facilities, for a continuous period of 7 days (48 hours for heating and hot water) we will arrange for you to have a rebate (money back) on the service charge. We will measure the period of failure of service from the time we were first told about the problem by a resident or staff member. Please be sure to tell us if a service is not working.

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Rent and charges

Rent arrears

Rent arrears is the term we use for rent you have not paid us. If you do not pay your rent, you could lose your home. It is always better to pay off a small amount of what you owe with your weekly rent than pay nothing.

What to do

If you know you cannot pay your rent, or if your Housing Benefit claim is delayed, please tell us straight away. Do not delay! We understand that anyone can have money trouble from time to time and we will do our best to help you. We will arrange for someone to give you advice or you can get independent advice from the Citizens' Advice Bureau. See **Useful contacts** on page 47.

If you cannot pay the full amount you owe, we may make an arrangement for you to pay it off gradually. This means paying an extra amount with your weekly rent over a period of time until you have paid off all the rent you owe.

If you are on a low income and have not applied for Housing Benefit, you should apply immediately.

We may also agree with you that any Housing Benefit you receive is paid to us directly.

Benefits

Housing benefit

You can apply for Housing Benefit through the Housing Executive. We can give you a form. Fill it in as quickly as possible, because you are responsible for paying the full rent until your benefit comes through.

Other benefits

You may be entitled to other benefits such as Income Support, Jobseeker's Allowance, Tax Credits, Pension Credits or Carer's Allowance. You can get information about these from local advice centres. You apply to the Department for Work and Pensions or HM Revenue and Customs for these.

If you don't pay

We will take legal action against you if you do not keep to a repayment agreement and you continue to be in arrears for your rent or service charges. If you make no effort to pay off your arrears we will take action to end your tenancy.

Ending your tenancy

- We will serve you with a legal 'notice' which gives the reasons we are taking action and a date at least four weeks ahead when we can start the process of going to court. The notice will also tell you how to appeal against the action and how you can get advice.
- If we decide to go to court we will write to you. The court will also write to you giving a date when a judge will listen to your case. This is called a 'hearing'.
- At the hearing we will present our case and you will tell the judge about your situation. The judge will decide whether to grant us a 'possession order' to end your tenancy. As a result of an order:
 - you will have to pay for our court costs and the cost of any enforcement order we have to make
 - you may have to leave your home. If this happens you may be considered to be intentionally homeless, which means another housing association, the Housing Executive or other social landlord does not have to rehouse you;
 - you will still have to pay your arrears even if you leave.



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What if I have problems paying?

If you have money troubles, contact us to get advice. We will do everything we can to help you catch up. The sooner you contact us, the quicker we can sort something out. If you make no effort to contact us and you continue not to pay, we will take you to court. See **What to do** and **If you don't pay** on page 37.

You can also get independent advice on money matters from the Citizens' Advice Bureau.



Who can claim Housing Benefit?

Anyone living in rented accommodation who is responsible for paying rent and is on a low income can apply for Housing Benefit. Housing Benefit only covers your rent, rates and service charges (if you pay them). It does not cover any heating or support charges. See **Benefits** on page 37.

To apply for Housing Benefit, contact the Northern Ireland Housing Executive. Once your application has been approved, they will send you a letter telling you the amount you will receive. This can be paid direct to us every four weeks. If it does not cover all your rent, you must pay us the difference. If you don't, you are breaking the conditions of your tenancy.

If your application is unsuccessful, you have the right to appeal but you need to write in immediately as there is a time limit. You can send any information that is needed to support your claim later, but it must reach the Housing Executive within 28 days.

I am in arrears because my Housing Benefit has not been paid. What can I do?

You are responsible for claiming Housing Benefit. If it has not been paid, we can still take legal action against you. You need to contact the Housing Executive to find out when the payment will be made. You should also tell us what is happening so we can help you.



I think arrears shown on my account are wrong. What can I do?

Please contact us. We will check the account and give you a copy of our records. If there has been a mistake, we will put it right. If it is correct, we will explain the situation.

What if I receive Housing Benefit but my circumstances change?

If your circumstances change, you must tell the Housing Executive and Choice Services Centre immediately. Otherwise you could face a large bill for a benefit overpayment. Any overpayment will be added to the amount of rent you owe us.



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Rent arrears

Applying to move

If you want to move you can ask us to consider you for a transfer or you can look for another tenant who would like to exchange homes with you.

Transferring to another home

You can apply to transfer to another home owned by us, another housing association or the Housing Executive if:

- you do not owe us any rent or other charges;
- your home is in good condition;
- you have lived in your present home for at least two years; and
- you have not breached your tenancy agreement or been found guilty of unacceptable behaviour.

You need to fill in an application form. If your application is successful, you will go on the common waiting list which covers all areas of Northern Ireland. When your application has been accepted, we will:

- visit you and assess your needs for a new home;
- award you points based on your level of need; and
- put you on the lists for the areas you wish to move to.

You will only be considered for the type of home suitable for your size of family and the area (or areas) you have asked for. We cannot say how long it will be before you get the opportunity to move. It will depend on:

- the number of people waiting to move to the area you want to move to;
- the number of homes becoming available in the area you want to move to; and
- how urgently you need to move.

Not everyone waiting to move will be offered a new home because the number of homes becoming available is low.

You might consider other options for getting a new home. See **Exchanging homes** opposite or **Buying your home** on page 41.

Exchanging homes

You can exchange with another of our tenants or with a tenant of another housing association, the Housing Executive or other social landlord in the United Kingdom.

Before you go ahead, you must get our approval in writing. If you exchange without permission, you can be made to move back.

If the other tenant is not our tenant, they will need to get in touch with their landlord to ask permission.

Before giving approval, each landlord will:

- check that their property is in good condition;
- identify repairs that the tenants must do before leaving; and
- check whether their tenant owes any rent.

We will usually give approval, but not if:

- a property is larger than necessary, or is not big enough for the new tenant's household, or has adaptations that the new tenant does not need;
- the other landlord is a social housing provider that cannot allow the exchange;
- either tenant has broken the conditions of their tenancy agreement (such as not having paid the rent); or
- either landlord is in the process of taking legal action to make their tenant leave their home.

When you exchange you are not given a new tenancy. The other tenant transfers their tenancy to you (assigns). Both tenants must accept and take responsibility for the other property in the condition in which it is left. Your landlord will not carry out any change of tenancy repairs, except those required to comply with Health and Safety legislation.



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Can I move to another property in the local area?

Yes. If you have a secure tenancy (not an introductory tenancy) you can apply to move by filling in an application form and being accepted onto the common waiting list for the whole of Northern Ireland. Your position on the list is based on your level of need compared to others on the list. See **Transferring to another home** on page 39.

If you want to widen your options, you could consider exchanging homes with another tenant. See **Exchanging homes** on page 39.



How long will I have to wait to move?

This will depend on the type of property and area you want to move to, and your level of housing need compared to others on the waiting list. Only people with really urgent housing need are likely to get the opportunity to move.

Can I swap homes with someone else?

Yes. This is called a 'mutual exchange'. The tenants involved need to apply in writing to their landlord(s) to get approval. See **Exchanging homes** on page 39. You are responsible for finding someone to exchange with. Exchange partners are often found by word of mouth, notices in shop windows, or advertising in newspapers or online.

For exchanges with people in other parts of Northern Ireland or other parts of the United Kingdom, see **Can I move to another part of Northern Ireland or the United Kingdom?** below.



Are there special homes for people with particular needs?

We currently own and manage a considerable number of sheltered and supported housing schemes. We can advise you on how to apply for these homes. See **Extra care services** on page 33.

Can I move to another part of Northern Ireland or the United Kingdom?

Homeswapper is the UK's largest homeswap service and it is free to all Housing Executive and most NI Housing Association tenants. It is an online service which you can use to advertise your home for exchange and look for suitable homes that are available for exchange. You can use Homeswapper by logging onto www.homeswapper.co.uk and registering to use the service. If you find a suitable property, you and the other tenant will both need to contact your landlord(s) and complete the application forms for exchange.

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Applying to move

Buying your home

If you are thinking of buying your home, you should get as much advice and information as you can. You must be sure you are making the right decision. You should not only think about the cost of buying it but also how much it will cost to look after and insure it.

Right to Buy

You can buy your home if:

- you have a secure tenancy for the property you are wanting to buy; and
- you have spent at least five years as a tenant of Choice Housing (or any other landlord that has the right to buy), including time spent as an introductory tenant.

You cannot buy if:

- your house is being repossessed because you have breached your tenancy agreement;
- you or anyone in your home is being investigated for anti-social behaviour; and
- your home is a bungalow with less than 3 bedrooms or is a home that is reserved for older or disabled people or people with support needs.

Freehold or leasehold

The majority of houses are sold freehold. This means you also own the land the house is built on. You will be responsible for having the building insured and for repairing and looking after it.

Flats and maisonettes and a few houses are sold leasehold. For these, Choice Housing continues to own the land and the building but you have the right to live there for the length of the lease. You will carry out any repairs to the inside of your home and you will pay a service charge to Choice Housing for your share of the management and repairs of the building.

How to proceed

- **Find out about what is involved.** Contact Choice Services Centre for general information. You should also discuss your plans with a solicitor or advice centre.
- **Applying.** We will give you an application form to complete.
- **Our decision.** We examine your application form. If we refuse your application, we will tell you why. If we approve it, we will set out our terms and conditions.
- **The price.** We will arrange for an independent valuer to assess the value of your property. You pay for this valuation but if the sale completes we will refund you this cost.
We will tell you the sale price. This will be based on the valuation price less any discount you are entitled to. If you do not complete the purchase within 6 months the price will need to be reviewed.
The amount of discount you get depends on the age of the property you live in (if it was built within the past 10 years) and on the total amount of time you have spent as a tenant of Choice Housing or another landlord that offers the right to buy (including time as an introductory tenant).
- **Completing the sale.** You should speak to a solicitor. They:
 - may arrange for the house or flat to be surveyed;
 - will make sure that all the legal documents are completed correctly and any searches are carried out;
 - may also help you to arrange a mortgage. Although you may prefer to get your own independent mortgage advice.



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Who has the Right to Buy?

Secure tenants of Choice Housing have the right to buy their homes. However, you must meet the conditions. Some homes specifically reserved for disabled or older people cannot be sold. See **Right to Buy** on page 41. If you want to buy, you need to complete an application form. See **How to proceed** on page 41.



What if I want to buy my home but it is in a block or shared building?

You will become a leaseholder. This means Choice Housing will still own the building but you have the right to live in your home for a very long time. You will have to pay a share of the costs of maintaining and repairing the structure of the whole building and any shared areas and for any services to shared areas such as heating, lighting and decorating. See **Freehold or leasehold** on page 41.



Can anyone else buy my home with me?

Anyone who is a joint tenant can buy with you. Members of your family can also apply to buy with you but only if it is their only or main home and they have lived with you continuously for the last 12 months.

How much will I have to pay for the home?

The sale price will be based on the current sale prices for similar homes in your area at the time of valuation. It will not take into account any improvements you carried out yourself. If you feel the valuation is not fair, you can ask for the district valuer to value the property. The valuation will be the sale price for the property. However, you may get a discount. This amount of discount will depend on the length of time you have been a tenant.

What costs are involved?

In addition to the sale price, you will have to pay bank or building society fees, survey fees and your solicitor's fees. You will also need to arrange building insurance and contents insurance. Consult a solicitor. You should also work out the cost of running and looking after your home including repairs and maintenance. See **Freehold or leasehold** on page 41.

Can I sell my home later?

If you buy a home from Choice Housing and want to sell it within 10 years, you have to offer it first to Choice Housing to buy back. If we do not want to buy we must ask other housing associations in Northern Ireland if they want to buy it. If no association needs it you are free to sell it on the open market. However, if you sell your home within 5 years of buying it from Choice Housing, you will have to pay back the whole of the discount.

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Buying your home

Equity sharing

What is equity sharing?

Equity Sharing is a part ownership, part rental scheme. This scheme allows tenants to buy as little as 25% of their home. Whatever percentage of the home is bought, the remaining portion is rented from Choice Housing.

How much discount can I receive under equity sharing?

The maximum discount an applicant can receive is £24,000. Under Equity Sharing, discount is related to the level of equity purchased. As discount can only be accrued by tenants, it is calculated at the time the initial equity is purchased. For example, an applicant with no entitlement to discount at the purchase of initial equity as a result of historic cost will not have an entitlement to discount whenever additional equity is purchased.

Tenants are entitled to discount which is assessed as follows:

- 20% of the market value after five completed years with Choice Housing or qualifying landlord tenancy **plus**
- an increase of 2% of the market value for each additional year's tenancy up to a maximum of 60%.

Discount received under the scheme must be repaid if the dwelling or equity in the dwelling is sold within 5 years from the date of purchase.

Can I buy my home with other people under the scheme?

Up to four people (including the secure tenant) can apply under the scheme. A joint purchaser must be one of the following:

- the spouse of the tenant
- a person who has resided with the tenant for 12 months prior to the application under the scheme.

If I buy equity in my home what will I have responsibility for?

Once you have bought an equity share, you will be responsible for ALL of the following costs:

- all maintenance and repairs and their associated costs
- payment of Rates through the Rates Collection Agency
- service charges - in flats
- insurance charges
- solicitor and building society valuation fees
- the independent valuer in the purchase of second and subsequent equity at a rate set by Choice Housing
- the payment of Land and Property Services fees where the applicant challenges the valuation of the dwelling in the purchase of second and subsequent equity.

If I buy equity in my home can I sell it?

We must be given the option to repurchase the property within 10 years. Where we are not prepared to repurchase, the property can be sold on the open market. We will recover the equity owed at that time.

For example, if a tenant buys 50% equity in a dwelling with a market value of £70,000 in year 1. In year 10 the leaseholder decides to sell the property and the Choice Housing is not prepared to repurchase the 50% of the equity sold. We will have the market value assessed on the dwelling. If the market value is assessed at £120,000 the leaseholder must pay us the outstanding 50% equity on the £120,000. In this example the leaseholder has a minimum equity of £60,000 to repay any mortgage on the dwelling.



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Are there different eligibility rules for equity sharing?

No, the rules and criteria are the same.

What is the minimum equity I can purchase?

Tenants can buy any percentage of equity above the 25% minimum in multiples of 5%. Buying additional equity is known as staircasing. After buying the initial equity, the smallest amount of equity that can be purchased is 5%.

What is the maximum discount I can receive?

The maximum discount you can receive is £24,000.

What if I want to buy my home but it is in a flat or a maisonette?

Tenants of flats and maisonettes can apply under the scheme. Tenants who buy their flat or maisonette will have to pay an annual service charge and ground rent in addition to the normal purchase price. The service charge is an estimate of the annual costs incurred by Choice Housing. These costs include improvements, repairs, caretaking, if applicable, and administration costs. The estimated service charge for the first five years will be supplied to all applicants. The service charge is reviewed annually.

Can I apply if I live in a sheltered dwelling?

Unfortunately tenants who live in sheltered accommodation cannot apply for this scheme.

Can I apply if I have rent arrears?

Tenants with rent arrears can apply, but the applications will not be completed until any arrears for rent or other payments owed to Choice Housing have been paid.

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Equity sharing

Moving out

You need to let us know at least 4 weeks before the date you plan to leave.

You need to send a letter or e-mail to Choice Services Centre. All tenancies end at midday on a Monday.

What happens when you decide to leave

We will:

- visit your home to check its condition and identify any damage you are responsible for; and
- possibly bring new tenants to view the property, by appointment, before you move out. In this way, we can keep the length of time the property is empty to a minimum.

You will:

- hand in all your door keys at our head office or to your Scheme Co-ordinator or Housing Officer by 12 noon at the latest on the Monday after you move out (if you do not return the keys, you will have to pay an extra charge);
- let us know your forwarding address; and
- be completely up to date with paying your rent and other charges.

You should be aware of the following:

- we will charge you for any repairs or redecoration that you should have carried out but have failed to do, and for any damage or missing fittings;
- we will charge you for the cost of removing any rubbish you leave behind; and
- if Choice Housing provided you with a wheelie bin, you should leave this behind for the next tenant.

Moving-out checklist

Before handing in the keys, make sure that:

- ✓ the property is clean and you have wiped down all worktops, window cills, kitchen units and tiled floors;
- ✓ all your furniture, carpets and belongings have been removed (including from sheds and lofts);
- ✓ no rubbish is left in the house or garden;
- ✓ you have removed any fittings (such as lights) that you have fitted and put back our standard fittings;
- ✓ you have done any repairs or redecoration that are your responsibility (if you do not do this and we have to carry out the work, we will charge you for the cost of the work once you have left);
- ✓ you have arranged to have your cooker disconnected and removed;
- ✓ you have left behind for the next tenant any instruction leaflets for the appliances in your home, particularly the heating system;
- ✓ you have contacted the gas and electricity companies to give them your meter readings (keep a note of the meter readings to check your final bill);
- ✓ you have contacted your phone company and TV licensing office to tell them you are moving;
- ✓ if you claim any benefits, you have told the Northern Ireland Housing Executive, the Social Security Agency and Revenue and Customs that you are moving; and
- ✓ you have made arrangements for your post to be redirected (the post office can do this for you).



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When do I need to tell you that I want to end my tenancy?

If you are moving out, you must let us know in writing at least 4 weeks before the date you want to end your tenancy. The exact date your tenancy ends must be a Monday. See **What happens when you decide to leave** on page 45.

In the following weeks, you must make various arrangements and be sure you have told others that you are moving. See **Moving-out checklist** on page 45.



What do I do with anything I don't want?

You must remove all your furniture, personal belongings and any rubbish before your tenancy ends. We will charge you for removing anything left behind after the keys have been handed in, including rubbish. See **What happens when you decide to leave** on page 45. You can take any unwanted items or large amounts of rubbish to your local household recycling centre, or you can arrange for your local council to collect them.



What about any changes I have made to my home?

If you have removed any fixtures or fittings, such as light fittings, handles, kitchen units or doors, you must put them back or provide a replacement, unless we agree that this is not necessary. If you do not do this, we will charge you for getting it done on your behalf.

If you have carried out improvements to your home that we authorised, you may be able to claim some compensation. See **Improvements** on page 27.



Where and when do I hand back my keys?

All your keys must be labelled and returned to our head office, your scheme co-ordinator or Housing Officer before 12 noon (midday) on the Monday your tenancy ends. If you do not hand them back on time, you may have to pay an extra charge.

What if I still owe rent or other charges when I leave?

If you do not pay everything you owe us, or do not have an arrangement with us about repayment, we will go to court. We may also use a debt collection agency.

What happens if the tenant has died?

We will allow the tenancy to continue for up to 4 weeks to allow the family to clear the property. However, rent must continue to be paid until the keys have been handed in by the executor or a member of the family.

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Advice agencies

Housing Rights Service	02890 245640
Citizens' Advice Bureau	02890 231120
Equality Commission	02890 500600
Ombudsman	0800 343242
Home Energy Service.....	0800 512012
AGE NI	0808 808 7575
(Age Concern & Help the Aged)	
Law Society of Northern Ireland	02890 231614

Emergency services

Northern Ireland Electricity	08457 643643
Phoenix Gas.....	0800 002001
Water Service.....	08457 440088
Police	02890 650222

Your notes

Housing Executive

General enquiries	03448 920900
Housing Benefit enquiries.....	03448 920902

Other public organisations

Belfast City Council	02890 320202
Department for Communities.....	02890 829456
Northern Ireland Federation of Housing Associations.....	02890 230446
Chartered Institute of Housing	02890 772222
Department of Environment.....	02890 540540
Occupational Therapists Call Centre	08456 066596



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Caring for the environment

Recycle waste

Most of the rubbish we create goes into 'landfill' sites where it is buried. We can reduce this by sorting out the items that can be recycled.

- Most councils have arrangements for collecting newspapers, cans, plastic bottles and glass. They may provide bags or bins for you to put out for collection or they may have recycling points near local supermarket car parks.
- If you have a garden you can get (or make) a compost bin. You can put in soft garden waste such as lawn mowings or weeds and also any non-cooked kitchen waste: vegetable or fruit peelings, egg shells, dead flowers. You need to add scrunched up newspaper and brown cardboard, for example egg boxes. This will stop the mixture getting too wet. After about nine months you should be able to use the mixture as compost in plant pots or on your flower beds.
- If you are throwing out old clothes, books or other items, you can take them to a local charity shop, a fundraiser sale or a car boot sale. Someone else may want what you are throwing away.
- When you go shopping take your old plastic bags to reuse rather than taking new ones.
- Eight million nappies are put into landfill sites everyday. They take hundreds of years to decompose. Why not use towelling ones at home and just use the disposable ones when you are on holiday and away from home? It will save you money too.

Save water

- If you have a garden, collect rainwater in a water butt and use this to water your plants or wash your car.
- If you have a shower, try to take showers instead of baths.
- Don't leave the tap running while you clean your teeth or wash up.
- Wait until you have a full load of washing before using your washing machine.
- If you wash your car at home, use a bucket – not a power jet or hosepipe. Most car washes at garages recycle their water.

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Energy saving

There are lots of things you can do to save energy at home, from simple things like washing at 30°C and switching off appliances, to recycling and using low energy light bulbs. See below for more help and advice on caring for the environment.

Energy saving products use less energy and therefore have less of an environmental impact, as well as being cheaper to run. The Energy Saving Recommended logo is a quick and easy way to spot the most energy efficient products on the market.

Energy Saving Recommended

Products that carry the logo have met strict criteria, which are set by an independent panel and reviewed every year. A percentage of them are also tested, so you can rest assured that where there's a logo there's a smarter choice. For an up to date list of recommended products and retailers, visit www.energysavingtrust.org.uk/compare-and-buyproducts.

European Union (EU) energy label

The EU Energy label rates products from A (the most efficient) to G (the least efficient). For refrigeration the EU energy label goes up to A++. By law, the label must be shown on all refrigeration and laundry appliances, dishwashers, electric ovens and light bulb packaging. The most energy efficient products also carry the Energy Saving Recommended logo.

Washing machines

Energy Saving Recommended washing machines are all AAA rated - that's the highest rating possible for energy efficiency, spin efficiency and cleaning performance - as well as meeting strict criteria regarding the energy they can consume while in standby mode. You can also save energy by washing at lower temperatures; washing clothes at 30°C instead of a higher temperature can use around 40 per cent less electricity. Always try and wash a full load, and where you can't, use a half load or economy programme instead.

Dishwashers

An Energy Saving Recommended dishwasher will use around 20 per cent less energy than a typical older dishwasher, saving you around £14 a year and 48kg of CO₂.

Fridges and freezers

Energy Saving Recommended fridges and fridge freezers use around 60 per cent less energy, saving you up to £44 a year and 140kg of CO₂.

Lighting

Just one Energy Saving Recommended light bulb can reduce your lighting costs by up to £45 over the lifetime of the bulb, and it will last around 10 times longer than an ordinary light bulb. With a wide variety of styles and wattages available, it's easier to choose the energy efficient option.

Televisions

The latest integrated digital televisions (IDTVs) receive digital TV without the need for a set top box. With just one power supply you could save around £7 a year and 23kg of CO₂.

Set top boxes

Digital TV set top boxes for the reception of digital TV are inexpensive to buy, but by 2010 they and other set top boxes could be costing households in Northern Ireland around £20million every year in electricity. An Energy Saving Recommended standard set top box (i.e. non recordable) uses 50 per cent less electricity than a typical set top box.



**Contact
the Choice
Services Centre**

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Did you know that in the UK we produce enough waste to fill the Belfast Odyssey Arena every two hours and most of this will end up in landfill sites?

Biodegradable waste, such as food and garden waste, breaks down to produce methane, which is a powerful greenhouse gas and contributes to climate change.

Here are some top tips on cutting household waste

- **Recycling reminders.** Making a note on your calendar or fridge will provide a reminder of the day/dates your recycling is collected.
- **Whole house recycling.** It's common for people to recycle in the kitchen but forget other rooms. Recycle the waste from all the bins in your house.
- **Keep it simple.** Keep your recycling bin next to your main bin so you can take your rubbish and recycling out at the same time.
- **Long life food.** A third of the food we buy in the UK ends up being thrown away, so keeping your fridge, freezer and cupboard stocked with long shelf life basics means you'll always have ingredients at hand to make the most of fresh food.
- **Reusing leftovers.** By reusing leftovers rather than throwing them away, it would have the same impact on CO₂ emissions as taking one in five cars off our roads.
- **Compost.** Over 30 per cent of an average household bin can be composted at home. By composting at home you can save as much CO₂ as your kettle produces annually.
- **Keep a kitchen compost caddy.** Using a container or kitchen caddy to collect your compostable waste from the house will save you having to make a trip to the compost bin every day.

- **Reduce unwanted mail.** Eliminate junk mail by registering for free with the Mail Preference Service to have your name, as well as those of previous residents, removed from direct mail lists.
- **Ditch the disposables.** Use products with a longer life, such as energy saving light bulbs. You could also buy more concentrated versions of many products, such as your washing detergent or washing up liquid.
- **Reuse where you can.** Reuse your plastic bags as often as you can or buy a stronger canvas or reusable shopping bag.

For more information on caring for the environment contact the Energy Saving Trust on **0800 512 012** or visit their website **www.energysavingtrust.org.uk**.

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Working
together for
positive change

