

# TRIANGLE

## TENANT HANDBOOK

Providing  
Support

Building  
Homes

Creating  
Possibilities



***“Delivering high quality housing and appropriate support to people in need, promoting equality and opportunity***

***for all.....”***

*December 2009 Revision*

# QUICK FIND GUIDE

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This Handbook is available , upon request in a range of other formats including large print, Braille and minority languages to meet the needs of those not fluent in English.

### **Registered Office**

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BT53 6BD**

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**E: [office@trianglehousing.org.uk](mailto:office@trianglehousing.org.uk)**

## **INTRODUCTION**

Welcome to your tenancy with Triangle Housing Association.

This handbook tells you about Triangle and the housing service it provides.

It also outlines your rights and responsibilities as a tenant. Should you wish to discuss any matter raised, please do not hesitate to contact the Housing Support Officer. The telephone number and address is in the 'Useful Contacts' Section.

Triangle was formed in 1978. It provides a range of supported and general needs housing throughout Northern Ireland.

The Association is registered with the Department for Social Development as a Housing Association within the provisions of the Housing Order (N.I.) 1976. It is a 'not for profit' organisation, with charitable status and is registered under the Industrial and Provident Societies Acts (N.I.) 1969 and 1976.

Triangle is by a Board of Management. It is made up of volunteers who have specialist knowledge in a range of areas.

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# Introductory Tenancies

## **Introductory Tenancies**

**Introductory Tenancies** were originally implemented under the provisions of the Housing (NI) Order 2003 and give you a trial period of twelve months.

If there have been no problems at the end of your Introductory Tenancy it will automatically become a normal (secure) tenancy.

As an Introductory Tenant you do not have the same rights as other tenants to:

- Buy your home
- Take in Lodgers
- Sub-let
- Make Improvements
- Exchange your home with another tenant

As an Introductory Tenant you can also be evicted more quickly and easily if you break the terms of your Introductory Tenancy in relation to anti - social behaviour or nuisance. These are defined as follows:

### **Anti – Social Behaviour**

- The sale, supply and possession of illegal drugs
- Illegal drinking, gambling or prostitution
- Intimidation or harassment on the grounds of religion or community background, race or ethnic origin disability or sexual orientation
- Any activity that causes a danger, injury or fear to any person living in the vicinity.

### **Nuisance**

- Excessive noise or loud music
- Uncontrolled animals
- Rubbish dumping or damage to property including graffiti
- Unruly Children
- Annoyance and harassment (including Domestic Violence of any person residing, visiting or engaged in a lawful activity in the locality.)

You should note that you are also responsible for people living in your home (including your children) or visitors to it, any communal areas or the general locality.

The Association is also committed to helping protect our tenants and if you are the victim of someone else's behaviour we will support you and provide help and advice.

When the Association believes the terms of your Introductory Tenancy have been broken we will serve a 'Notice to Terminate' and seek a decision from a court to evict you. You can ask for your case to be reviewed as explained overleaf.

### **Ending your Introductory Tenancy**

If you receive a 'Notice to Terminate' it means that the Association intends to seek a decision from the court to obtain an order for possession and this will lead to your eviction.

As an Introductory Tenant you have the right to request a Review of the decision to issue you with a 'Notice to Terminate'.

If you appealing this decision, you must send a written request within 14 days of receiving the 'Notice to Terminate'.

There will be no further opportunity for you to appeal.

The Association will notify you (normally at least five days in advance) of the date of the Review, the time and venue of the hearing.

You have the right to:

- Be accompanied by another person who may be a solicitor
- Call upon other parties to give evidence
- Put questions to any persons giving evidence
- Make representations to the Review Panel in writing.

At least two senior officers from Triangle Housing Association will review the case. Neither will have been involved in the original decision to terminate your Introductory Tenancy.

Your request for a Review should be sent to:

The Director of Housing and Development  
Triangle Housing Association  
60 Eastermeade Gardens  
Ballymoney  
Co. Antrim  
BT53 6BD

If the Review Panel accepts that the original decision to terminate your Introductory Tenancy was correct, the Association will then apply to the court for an order for possession.

The court has the authority to terminate your tenancy and you will be asked to leave your home. If you do not vacate the property, the Association will

proceed to have the court order enforced through the Enforcement of Judgements Office.

It is also likely that you will be considered ineligible for housing assistance by other housing associations or the Housing Executive in the future.

You may seek independent advice on the 'Notice to Terminate' by contacting Citizens Advice Bureau, Housing Rights Service or a Solicitor.

**2.**

**Rent  
and  
Service  
Charges**

## HOW YOUR RENT IS CALCULATED

When setting rents, Triangle aims to ensure that rent levels:

- Are affordable for people on low incomes, or in receipt of welfare benefits, by ensuring that rents are within housing benefit levels.
- Provide sufficient income to enable the Association to manage, maintain, repair and improve its properties and to meet its financial commitments to lenders.

Triangle uses a points system to work out the amount of rent to charge. Points are awarded according to the age and type of property, number and size of rooms and facilities such as heating. The Association also considers the need to cover the cost of management and maintenance. This includes the requirement to make provision for future repairs and to ensure loan charges from private sources are paid.

Rents are usually increased annually from the first Monday in April. The Association is required to give you one months notice in writing of any increase in your rent.

## HOW TO PAY YOUR RENT

Triangle expects tenants to pay their rent regularly and on time. Your rent is due on a Monday and is paid weekly. If payments are made less frequently i.e.

fortnightly or monthly, they should be made in advance.

To make things as easy as possible, Triangle offers tenants a range of ways in which they can pay their rent:

- Allpay Swipe Card – You can use this to pay your rent at any Post Office or Paypoint outlet. These are usually found at local shops and Post Office outlets
- By Direct Debit from your Bank Account or Giro Account - Ask the Association to give you a Direct Debit form. This allows Triangle to automatically collect the rent due and it requires not action by you when the rent changes. If you want to cancel your direct debit, you should contact the Housing Support Officer
- By Post – Cheques should be made payable to Triangle and you should write your name and address on the back of the cheque.

## HELP WITH YOUR RENT AND RATES

Housing Benefit is a social security benefit which helps you to pay your rent and rates if you are on a low income.

You can be paid housing benefit even if you are in a full time job, and even if you are not getting other Social Security benefits. You do not need to have paid any National Insurance contributions. Your Housing Benefit will be paid into your rent account so that the weekly

amount you have to pay the Housing Association is reduced.

You can claim housing benefit at the start of, or at any time during, your tenancy

### Couples

If you live with a partner you should only make one claim for both of you.

### **LONE PENSIONER ALLOWANCE**

Lone Pensioner Allowance (LPA) was introduced in April 2008, it helps some people with the rates for their main home. To qualify you must:

- 1) Be aged 70 or over
- 2) Live alone (some exceptions may apply)
- 3) Have to pay rates (this can be as part of, or along with your rent)

LPA is not means tested and you do not have to give detail of your income or savings when you apply. Once awarded LPA will not change unless someone else comes to live with you, or you no longer have to pay rates. LPA will give anyone who qualifies a 20% reduction on rates charges. LPA may be applied for via the Northern Ireland Housing Executive.

### **RATE RELIEF**

If you are getting only partial help with your rates through Housing Benefit you may be entitled to extra help through the

Rate Relief Scheme. If you are just outside the Housing Benefit limits you may also qualify for Rate Relief.

If you are not currently receiving Housing Benefit and wish to apply for Rate Relief you will be required to complete an application for Housing Benefit and Rate Relief.

If you are currently receiving Housing Benefit you do not need to do anything as you will be automatically considered for Rate Relief.

Rate Relief will be credited to their rent account

### **DISABLED PERSONS RATE ALLOWANCE**

You may be entitled to a reduction in the amount of rates you pay

- If your rates have been increased because of a special adaptation for a disabled person or
- If you have a vehicle which is used by a disabled person, you may be entitled to an allowance for the garage where it is kept.

Your local Rates Collection Agency will advise you.

### **STUDENTS**

Most full time students do not qualify for Housing Benefit. However, if you are a student and have dependent children, are receiving Income Support or are

disabled, you may be entitled to help. Ask your Housing Support Officer for advice, or visit your local Citizens Advice Bureau.

### How to claim

You can obtain a housing benefit application form from:

- Any social security office (if you are claiming income support at the same time)
- Any Housing Executive office

### **WHEN TO CLAIM**

You should claim Housing Benefit as soon as you think you need to, because benefit normally cannot be backdated. The Executive can normally backdate your claim only if there was "good cause" for you not claiming before, for example, if you were in hospital. Even if the Executive decides there was good cause, it may limit how far it backdates payments.

If you require assistance to claim Housing Benefit, please contact your Housing Support Officer.

### **CHECKING YOUR RENT ACCOUNT**

Triangle will send you a rent statement that will detail charges made and any payments received. You can also contact the office and request a statement at any time.

You should check this statement to ensure that the amounts correspond to

the payments made. This is why it is important for you to keep any receipts received for payments made.

You should be aware that payments made around the time the statement is produced may not appear until the next statement.

If you discover any discrepancy in the rent statement you should contact your Housing Officer as soon as possible so that this can be checked.

### **RENT ARREARS**

It is essential that you pay your rent. Non-payment of rent could lead to eviction.

If you are experiencing difficulties with your rent payments please contact your Housing Support Officer immediately. Confidential help and advice is available and staff will do all they can to assist you and prevent you getting into further debt.

You must arrange with your Housing Support Officer to pay off any rent arrears that have accrued on your account. If you do not make an arrangement we may take legal action or issue a "Notice Seeking Possession". This Notice stays in effect for 12 months.

If your arrears increase during this time we may ask The County Court for a Possession Order. You could be evicted. If you receive social security benefits you might be able to have your

rent, and some of your arrears paid direct to Triangle. The Department of Health and Social Security will deduct it from your benefit before making payments to you.

If you are finding it difficult to control your finances, please talk to your Housing Support Officer who may be able to advise you about benefits that could bring extra cash into your home. You may also obtain advice and help with filling in forms from the Association, all in the strictest confidence. You can also go to the Citizen's Advice Bureau or the Department of Health and Social Services.

### **SERVICE CHARGES – SUPPORTED ACCOMODATION**

Housing Benefit eligible services within supported accommodation will cover the following areas\*:

- Communal heat and light
- Communal furniture replacement.
- Communal landscape maintenance
- Communal door entry systems
- Communal window cleaning
- Communal internal decoration
- Fire alarm and emergency lighting maintenance
- Fire extinguisher maintenance
- Communal cleaning
- L8 Legionella Testing
- Servicing of communal passenger lifts
- Facilities associated with certain adaptations
- HMO registration costs
- Associated management costs, normally 12.5%

\* This list is not definitive.

Triangle accepts responsibility for the above activities unless agreed otherwise with a joint management partner. Joint Management Partners in hostel and

temporary accommodation not included under the Common Selection Scheme will normally undertake all of the housing benefit eligible services. As all of the previous services are housing benefit eligible Triangle does not retain a tenant services fund. Triangle aims to break even on service charges and expects joint management partners to do the same. A breakdown of annual expenditure is available to tenants. Any change to the weekly service charge will occur from the first Monday in April.

### **SERVICE CHARGES – GENERAL NEEDS ACCOMODATION**

Some general needs housing developments may have communal landscape features. A third party management company will undertake the maintenance and will set the applicable weekly service charge annually. The Association will apply the standard management fee to cover collection costs. This type of service charge is also housing benefit eligible.

Service charges may also apply to former NIHE "Shell" or "Block" properties which have subsequently been purchased by the Association. These are set yearly by NIHE and collected by the Association alongside rents. This type of charge commonly applies to flats and some maisonettes. It covers maintenance of communal areas such as stairwells, entrances, doors, structural elements and certain insurance aspects. The Association may apply the standard management fee to cover collection costs. These service charges are also housing benefit eligible.

**3.**

## **Repairs and Maintenance**

The Association aims to provide a quick and efficient repair service. All defects should be reported to the property services offer, as soon as a tenant becomes aware of them.

## **REPAIR CATEGORIES**

Repairs will be given a priority by the Association to indicate the timescale within which it is expected that the work will be completed. By giving us as much detail and contact/access information on the best times to call, we can then advise our contractors.

### **EMERGENCY REPAIRS (TO BE COMPLETED WITHIN 24 HOURS)**

These are repairs and defects which immediately endanger the health, safety and welfare of tenants or the general public, or could cause serious damage to the fabric of the building. Examples include:-

- Serious fires
- Electric faults
- Burst pipes
- Blocked main drains (not waste pipes)
- Dangerous walls, ceilings or chimney stacks
- Storm, bomb or damage due to vandalism

If you have to contact the Fire Brigade or gas or electricity boards, you must advise the Association as soon as possible. You may need to contact the

water or electricity boards at night or during the weekend in an emergency (see Useful Addresses). You will have to pay for any work carried out which is not essential.

### **URGENT REPAIRS (TO BE COMPLETED WITHIN 4 WORKING DAYS)**

These are repairs affecting the comfort and convenience of tenants. Examples include:

- Loss of hot water supply
- Loose or missing roof tiles
- Defective plumbing (including waste pipes and sanitary fittings)
- Defective light fittings or electrical sockets/switches
- Faulty radiators

### **NON-URGENT REPAIRS (TO BE COMPLETED WITHIN 20 WORKING DAYS)**

These are repairs or faults which do not cause major inconvenience to tenants or staff, or damage to the fabric of the building. Examples include:

- Repairs to damaged window frames
- Patching and repairing internal plasterwork
- Repairing downpipes and eaves gutters

## RIGHT TO REPAIR

Triangle Housing Association applies the “Right to Repair” scheme, where guidelines are laid down for the time frames in which repairs are to be completed. If we fail to meet our obligations to you under the scheme, you may be entitled to compensation. If you require further information, please request a copy of our “Right to Repair” Leaflet.

## PROGRAMMED REPAIRS

Planned and cyclical maintenance includes works that are completed over a period of time as part of a planned programme. These include repairs where the health, safety, comfort and convenience of tenants are not affected. The types of repairs that fall within this category include:

Type of Repair	Typical Frequency*
External Repainting	Every five years, or as considered appropriate by the property services officer
Specialist Equipment Servicing	As per manufacturers requirements
Fire Alarm Servicing (not including stand alone smoke detectors)	Quarterly / six monthly (BS 58381-2002, clause 45.4)
Emergency Lighting	Twice a year
Gardening/Landscaping	April to October
Thermostatic Mixing Valves	Twice a year
Electrical Inspections	Every ten years and at each change of

	tenancy
Oil Fired Central Heating	Annual
Gas Installation	Annual mandatory inspection and service and at each change of tenancy
Drains and Gutters	Every two years
Standalone Smoke Detectors	Annually

\*Typical Frequency in accordance with relevant legislation, site specific conditions and appropriate risk assessment.

Cyclical work will also be commissioned by the Maintenance Department and will be based upon the legislative requirements and commitments to tenants within its tenants handbook and to partners under Joint Management Agreements and Service Level Agreements.

A detailed external inspection of each property is carried out several months before the work is due to take place. This provides the information needed to confirm what work is required, compile specifications and order works.

The Property Services Officer will regularly inspect work with a final inspection undertaken prior to passing accounts for payment.

## HOW DO I REPORT A REPAIR?

You can telephone the office, call in, write or email the Association.

You should ask to speak to the Maintenance Department.

In the case of an emergency, outside of normal office hours, please telephone the Telecare service on **0800 7313081** (free phone number) who will make the necessary arrangement on behalf of the Association.

## **ACCESS**

When reporting a repair you must tell us when you will be at home. We will then arrange for our contractor to call and carry out the repair.

Always ask to see some proof of identity. Staff have a personal identity card. Our contractors, council, gas and NIE officials have similar cards.

Contractors will be expected to give tenants advance notice of when the repair will be carried out.

A repair order will be cancelled only after 2 unsuccessful attempts by a contractor to obtain access to carry out the repair.

In certain circumstances the Association may pass on the cost of abortive call outs to the tenant if suitable access arrangements are not made or tenants fail to keep to an arrangement. If any repairs are required because of tenant abuse of the property, the cost will also be passed on to the tenant.

## **IF THE REPAIR IS NOT DONE**

We try to deal with all repairs quickly. Sometimes we may be busier than usual (for instance after bad weather).

If your repair is not done within a reasonable time you should contact the office outlining when you first reported the repair.

## **REPAIR RESPONSIBILITIES**

The table overleaf sets out which repairs are carried out by Triangle and those which are the responsibility of tenants.

## **LETTING STANDARD**

It is the Association's objective to re-let properties in as good a condition as possible (within financial constraints) and in any event to re-let all properties to a minimum standard of repair.

The minimum requirements for each property type shall be as follows:

- A potable water supply and adequate affordable means of heating
- A sink unit and bath or shower
- A fully functioning WC and waste water

- A safe electrical supply and appropriate number of electrical sockets
- Electrical and/or gas points to which a fire or heater can be connected
- Windows that open and close with no cracked or broken panes
- All essential fixtures, fittings and internal structures to be in good state of repair and operating properly
- Watertight property and free from damp.
- Structurally sound
- Kitchen of adequate design and storage.
- Property, including fixtures and fittings, to have a minimum life expectancy to last at least until the next cyclical inspection is due
- Property clean and clear of rubbish

Association undertakes any internal redecoration of private areas of dwellings

The Association will not normally internally redecorate the private parts of a property unless the property is in a very low demand area or other significant housing management issues exist such as encouraging decant from redevelopment areas. A redecoration allowance will be considered before the

Repair	Who is Responsible?	Exceptions
Baths	THA	Where fault is due to misuse
Boilers and hot water tanks	THA	
Care and upkeep of gardens and hedges	Tenant	
Ceilings	THA	
Central heating pumps, timers etc.	THA	
Chains and stoppers for baths, sinks or wash hand basins	Tenant	
Chimney stacks/pots and cawls	THA	
Cleaning of gully traps	Tenant	
Cleaning or repair of gutters and downpipes	THA	
Coal bunkers	THA	
Curtain rails	Tenant	
Door bells	THA	
Door entry systems	THA	
Draught proofing	Tenant	
Electrical wiring, sockets and switches	THA	
External door hinges, locks and handles	THA	Lock change where the tenant has lost or broken the key
Floor boards	THA	
Floor tiling	THA	
Fluorescent tubes	Tenant	
Consumer Unit Fuses	Tenant	Main fuse is NIE's responsibility
Plug Top Fuses	Tenant	
Garden paths, walls, fences and gates	THA	
Glazing	Tenant	THA will replace if Police can confirm that glass was broken as the result of vandalism
Immersion heaters	THA	
Internal and external doors and frames	THA	Where the fault is due to misuse
Internal door hinges, locks and handles	Tenant	
Internal plaster cracks on walls	Tenant	Large cracks  In new properties, cracks will be repaired by THA at the end of the defects period
Internal redecoration	Tenant	
Kitchen cupboards and worktops	THA	Where fault is due to misuse
Letter boxes	THA	
Light bulbs / Tubes	Tenant	
Maintenance of Communal landscaped areas	THA	
Oil boilers	THA	Airlocks caused by tenant running out of oil
Pipes	THA	
Radiators	THA	Bleeding air locked radiators

Repair to walls	THA	
Repairs to electrical appliances not installed by THA	Tenant	
Repairs to solid fuel fires	THA	Replacement of glass panels and fire bars
Replacement of bins	Tenant (even if stolen)	THA will replace at commencement of tenancy, if missing or damaged
Replacement of fireplace tiles	Tenant	
Replacement of rotary dryers	Tenant (even if stolen)	THA will replace at commencement of tenancy, if missing or damaged
Replacement of toilet seats	Tenant	
Roof repairs	THA	
Showers	THA	Where fault is due to misuse
Sinks	THA	Where fault is due to misuse
Skirting Boards	THA	
Smoke detectors	THA (mains operated only)	Maintenance of battery operated smoke alarms
Stair cases	THA	
Stair rails	THA	Where the fault is due to misuse
Sweeping chimney	Tenant	Blocked flues causing fire hazard
Taps	THA	Replacement of washers for dripping taps
Toilet bowls and cistern	THA	Where fault is due to misuse
TV aerials	Tenant	Communal TV aerials in blocks of flats
Unblocking drains/sewers/waste pipes	THA	THA may recover cost from the tenant if the blockage is due to misuse
Wall tiling	THA	
Wash hand basins	THA	Where fault is due to misuse
Washing lines	THA	Replacement of washing line cord
Window cills	THA	
Window frames, handles, hinges etc.	THA	Where the fault is due to misuse
Minor Maintenance, including tightening Loose screws for doors and windows	Tenant	
Lubrication of hinges, windows slides etc.	Tenant	
Shower heads and hoses	Tenant	

Note: The tenant has the responsibility to complete minor works to maintain and prevent willful damage to the property.

## **DISABLED ADAPTATIONS**

Triangle attaches a high priority to carrying out adaptations to enable tenants with physical disabilities or sensory impairments to continue to live safely and conveniently, with independence, privacy and dignity, in their own homes. If this is not practical the Association will seek to help tenants to find alternative accommodation that is more suited to their needs.

The Association will ensure that adaptations are carried out quickly and competently, in consultation with the tenant and in line with professional advice from an Occupational Therapist, and will seek to secure appropriate funding for completed adaptations.

The Association can only carry out work requested by an Occupational Therapist.

Adaptations will usually be carried out with 52 weeks of receipt of the Occupational Therapist's request.

In certain high priority cases, the Association will aim to carry out the work within 16 weeks of receipt of the Occupational Therapist's request.

Tenants undertaking self funded adaptations must obtain the Association's written consent to such works. This consent will be conditional upon the work being carried out to the latest British Standard. All planning and

building control regulations must all be implemented.

For further information on disabled adaptations please contact your Property Services Officer.

## **ALTERATIONS**

Tenants are not permitted to make any alterations without requesting in writing the Association's permission first. This includes:-

1. Changes to kitchen units or bathroom suite.
2. Knocking down inside or outside walls.
3. Erection of external TV aerials, wireless aerials or satellite dishes.
4. Changing the central heating system.
5. External redecoration.

Permission will not be given if the alterations:-

1. Make the dwelling less safe.
2. Increase maintenance costs for the Association.
3. Reduce the value of the property.
4. Do not comply with either Building Regulations or Planning Requirements.
5. The proposed improvement could create future letting problems.
6. The proposed improvement could create unacceptable annoyance or nuisance to neighbours.

Your rent will not increase as the result of any improvements you make.

## **GAS SERVICING**

The Association aims to provide a safe and healthy environment for all employees, service users and tenants in relation to the use, installation and servicing of gas appliances. Triangle has a statutory duty to ensure that all gas appliances, flues and gas pipework installed by the Association are serviced and a gas safety check is carried out annually in accordance with the Gas Safety (Installation and Use) Regulations 1998 and the requirements of the Health and Safety Executive. Triangle will take all reasonable steps to comply with these requirements by appointing CORGI registered contractors to carry out annual gas servicing and safety checks.

It is a Condition of Tenancy that reasonable access must be permitted to enable Triangle to undertake the annual service (and any repairs). If the tenant fails to provide reasonable access then it may result in legal proceedings commencing under the Grounds for Possession (Ground 1) in order to obtain access or end the tenancy.

## **ASBESTOS MANAGEMENT**

The Association aims to provide a safe and healthy environment for all employees and tenants. Where there is a risk of exposure to asbestos the

Association will fully comply with the Control of Asbestos Regulations (Northern Ireland) 2007 and the Construction (Design and Management) Regulations (NI) 2007 and:

- Take all reasonable steps to identify the locations of materials likely to contain asbestos
- Assume that the identified materials contain asbestos, unless there is evidence to the contrary
- Keep an up to date written record (an Asbestos Register) of the location of asbestos containing materials.
- Monitor the condition of asbestos containing materials.
- Make a written assessment of the risk exposure from asbestos.
- Prepare and implement a management plan to control asbestos related health risks , which may include removal, maintenance or management

The Association will also comply with all relevant Health and Safety Statutes and follow Health and Safety Executive Guidance in the area of asbestos management.

## **DISABILITY DISCRIMINATION AUDITS**

Triangle will commission specialist DDA surveys of all eligible stock to ensure compliance with the Disability Discrimination (NI) Order 2006, and will ensure that reasonable adjustments are made to overcome any identified barriers.

## **SECURE BY DESIGN**

The Association will implement a rolling programme of obtaining advice from the Crime Prevention Design Advisor of the PSNI for all its stock and consider any guidance given when devising planned maintenance programmes. Major repairs or maintenance works will not be expected to achieve the Secure by Design award.

## **ENERGY EFFICIENCY**

The Association also has responsibilities to address problems of fuel poverty and to promote affordable warmth as outlined within the Warm Homes and Energy Conservation Act 2000. The Association will assess the energy efficiency of all properties and incorporate any reasonably practicable recommendations when devising planned maintenance programmes to alleviate fuel poverty and meet the Decent Homes Standard.

## **SMOKE ALARMS**

You should test the battery in the smoke alarm (if it has one) on a weekly basis and replace it as necessary.

Triangle will annually test all hard-wired smoke alarms in its properties and where required, ensure remedial works are carried out promptly.

## **HMO**

Triangle will seek to implement all aspects of the Houses in Multiple Occupation Regulations 1993 and comply with the statutory registration scheme administered by the Northern Ireland Housing Executive.

## **LEAD IN DRINKING WATER**

The Association does not have any properties with lead pipes.

## **RADON**

The Association will commission specialist surveys to inspect properties for exposure to Radon Gas.

## **CONDENSATION**

Condensation is caused by moisture carried by warm air reaching a cold surface such as a wall or glass. The water is deposited on that surface just as your bathroom mirror mists up when you have a hot bath.

If condensation is allowed to continue, it can damage your clothes, bedding and decoration. It can also cause mould growth.

### **How to get rid of the moisture**

Bathroom and kitchens are especially prone to condensation.

If you are washing or drying clothes, or bathing, make sure the room is properly ventilated. Do not let steam stay in the bathroom. When you have had a bath, open the window. When you are cooking, close the kitchen door and open a window. If you have an extractor fan or cooker hood – use it. (It will help to stop your kitchen getting dirty too). If you have an airbrick or vent in the wall, do not block it or you will stop the moisture getting out.

If you have central heating, you will help to avoid condensation by using it. In very cold weather, leave it on low if you are out during the day.

## **PAYMENT OF BILLS**

If an electricity bill arrives and you cannot afford to pay, contact the electricity board immediately. If you arrange to pay off the amount in regular installments, your supply will not be cut off. If you are on Income Support, unemployed, or receiving some types of social security benefit, if you have children under 11, or anyone in your household is elderly you should contact your Housing Officer or Citizens Advice Bureau, who may be able to help you.

There are several easy ways to spread payments so that you do not face a large bill every three months. Contact your local NIE office who will advise you.

The Association has produced a detailed fact sheet upon condensation and mould growth. If you would like a copy, please contact the Property Services Officer.

## **YOUR ENERGY PERFORMANCE CERTIFICATE**

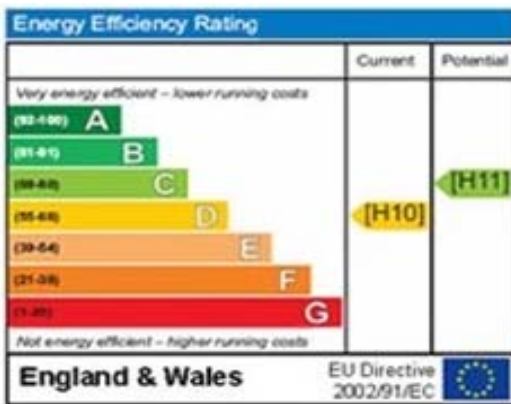
As part of your tenant sign up pack, you have received an Energy Performance Certificate (EPC) for your new home.

An EPC (Energy Performance Certificate) shows the current and potential energy rating and environmental impact of the property. Triangle is required to produce an EPC

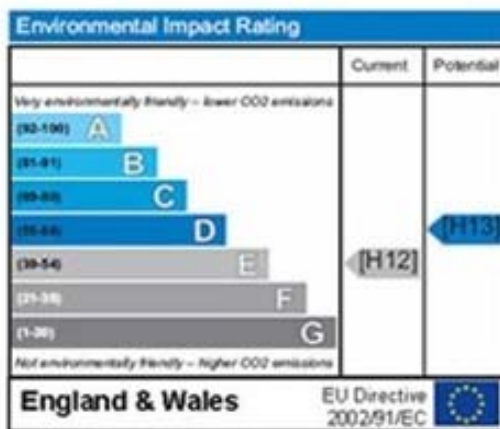
for all newly built and rented properties and for all house sales to sitting tenants. The EPC gives a rating for the energy efficiency and environmental impact of your home using descending scale from “A” to “G”. “A” is the most efficient, and “G” the least efficient.

The pictures below provide examples of the scales.

### Energy Efficiency and Environmental Ratings



The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating the more energy efficient the home is and the lower the fuel bills will be.



The environmental impact rating is a measure of a home’s impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating the less impact it has on the environment.

The EPC also suggests ways to improve the energy performance of the building in an effort to save energy, reduce fuel costs and minimize CO<sub>2</sub> emissions. Triangle will note the results of EPCs and will seek to make improvements to the energy efficiency rating of its properties through its planned maintenance programmes.

If you have any further questions regarding the EPC for your property, please contact the Property Services Officer or Housing Support Officer on **028 2766 6880**.

### GARDENS

You are responsible for keeping yards, drives and front areas tidy. You are also responsible for the maintenance of gardens. Should you fail to maintain the garden to an acceptable level you will be in breach of your tenancy agreement and you will be charged for any work carried out by the Association. We will write to you before we take any such action.

If you live in a flat, you should agree with the other tenants who is responsible for each aspect of gardening.

Where gardens are not maintained by the tenants, the Association may undertake this work and cover the cost with a service charge.

## **REDECORATION ALLOWANCE**

When a repair has been carried out to your home, which substantially disturbs the internal decoration, an allowance will be payable to assist in redecoration. The allowance is payable following completion of the redecoration, although special arrangements will be made for pensioners and the unemployed.

1. Property Services Officer will determine when a redecoration allowance is payable.
2. The Property Services Officer will, if required, inspect before and after decoration and advise the tenant of any allowance payable.
3. A check will be made against the tenant's account(s) and if there are rent arrears or money owing to the Association for legal costs or recoverable repair charges, the allowance will be paid towards this debt. Where the tenant has no arrears, a cheque will be forwarded for the full allowance.

## **DECORATIONS AND ALTERATIONS**

We will decorate the outside of your home and any common landings and staircases regularly. If you wish to decorate the outside of your home yourself, please ask for permission first.

It is up to you to decorate the inside of your home. You must keep your home decorated to a fair standard. In new

properties, please do not paint or paper inside walls for nine months after the builder has finished. This will let the plaster dry out completely.

**4**

# **Transfers and Exchanges**

## **TRANSFERS**

If you wish to move to another property owned by us or a property owned by the Housing Executive or another Housing Association, Triangle may be able to arrange a transfer for you if you have been a tenant for at least two years. You may also apply earlier on medical or social grounds.

You should complete a transfer form and forward it to the Association. Your Housing Support Officer will visit you within 4 weeks to assess your circumstances and inspect your present accommodation.

You will not be placed on the transfer list if:

- a] You have rent arrears over 4 weeks or owe recoverable repair charges.
- b] Your home is not in a satisfactory condition.
- c] You are under investigation for anti-social behaviour or we are taking action to end your tenancy for causing anti-social behaviour.
- d] We are taking action against you for a breach of your conditions of tenancy.

## **EXCHANGES**

A direct or mutual exchange is when you change properties with another tenant living in a Triangle, Housing Executive

or another Housing Association property.

Many tenants arrange exchanges by placing notices in local papers, shops or community centres etc. You may already have identified a tenant with whom you wish to exchange.

If so, we will require their name and address.

You should also complete a transfer form and forward it to the Association. It is not necessary to have been a tenant for two years in order to be considered for a direct exchange.

You and the tenant with whom you wish to exchange must obtain the written consent of Triangle and the other social housing provider in order for the exchange to be legal.

If we do not approve the exchange we will inform you of the reason.

Please note that it is the Association's policy not to undertake normal change of tenancy repairs following an exchange unless they are required for health and safety reasons. However we will undertake an electrical safety inspection.

## **DECANTING**

Decanting is when the Association requires you to move on a temporary or permanent basis for the following reasons:

- a] To undertake major repairs or improvement work which cannot be undertaken with a tenant living in the property.
- b] To demolish the property as part of a redevelopment programme.

If you have to move for these reasons you will be entitled to financial assistance under our Compensation Policy.

## **SUCCESSION**

Succession simply means passing the tenancy on to someone else when you die, like a form of inheritance.

A tenancy can only be succeeded once. So as long as your tenancy was not passed on to you, your partner or member of your family can succeed your tenancy.

- The tenancy can be succeeded by your wife, husband or partner step relative, parent, child, grandparent, grandchild, niece, nephew, brother, sister, aunt or uncle;
- If one joint tenant dies the other joint tenant succeeds the tenancy. Joint

tenants do not have to be related. This counts as one succession;

- If you are getting divorced and the court allows you to live in the house instead of your husband or wife this does not count as succession. A member of your family could still succeed the tenancy;
- The successor must have lived with you for 12 months before your death;
- the property must be their only or main home;
- the successor must be 18 years old or over;
- the person wishing to succeed the tenancy must inform Triangle in writing within one month of the tenants' death;
- if there is a dispute about who should succeed the tenancy, Triangle will decide who the new tenant will be;
- if you succeed a property, which is much larger than you need (e.g. a single person succeeding a 3-bedroom house) Triangle may require you to move to another more suitable property;
- if you succeed to specialist accommodation (such as a bungalow for the disabled) Triangle may ask you to move to another property to

make that property available for re-letting;

- a succession can only occur once, however, Triangle will consider giving a tenancy to someone after a successor's death if that is their only home.

If you require further information contact your Housing Support Officer.

## **LODGERS**

You have the right to take in a lodger provided that you inform Triangle in writing of the persons name, age, sex and the rent that you are charging.

You may take in Lodgers provided this does not result in overcrowding. Before taking in a lodger you should remember:

- Your benefits may be affected;
- Your lodger will have no tenancy rights;
- You are responsible for the behaviour of your lodger. It will be your tenancy at risk if your lodger causes a nuisance to neighbours or breaks any of your tenancy conditions;
- If you want your lodger to leave it is up to you to get them out lawfully.

**5**

**Anti  
Social  
Behaviour**

Triangle Housing Association is committed to tackling antisocial behaviour in order to create safer and better communities for our tenants.

## What is Anti-Social Behaviour?

Anti-social behaviour is any conduct by any individual which causes or is likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality of the dwelling house.

Anti-social Behaviour covers a wide range of activities that oppose accepted standards of behaviour, from minor disputes to more serious problems, such as harassment or violence. Anti-social Behaviour can be very difficult to resolve and extremely time consuming. Deciding what constitutes Anti-social Behaviour and what actions to take requires staff to exercise some judgement

Anti-Social Behaviour might include amongst other things:

Nuisance:

- Playing music, TV or radio too loudly
- Drug abuse
- Offensive drunkenness
- Shouting
- Loud arguments

- Slamming doors
- Vandalism & graffiti
- Unruly children
- Gathering in shared areas, stairwells and outside properties
- Intimidating other residents
- Uncontrolled animals
- Abusing alcohol and drugs
- Spitting
- Litter
- Dumping rubbish
- Playing ball games close to people's homes
- Revving car or motorbike engines repeatedly
- Carrying out repairs to motor vehicles in shared areas (other than minor maintenance to your own vehicle)
- Dogs barking and fouling
- DIY work at unsociable hours
- Rowdy parties

Harassment:

- Violence or threats of violence towards any person

- Violent or intimidating behaviour, including possessing a weapon or implement to be used as a weapon
- Abusive or insulting words or behaviour
- Damage or threats of damage to property belonging to another person
- Writing threatening, abusive or insulting graffiti
- Racist behaviour, including written or verbal abuse
- Malicious vandalism
- Malicious phone calls
- Deliberately playing music, TVs or radios at a high volume to annoy a neighbour

In addition an individual may be deemed to have acted in an anti-social manner if he/she has:

- Been convicted of using the dwelling-house or allowing it to be used for illegal or immoral purposes
- Been convicted of an arrestable offence committed in, or in the locality of the dwelling house
- Directly or indirectly affected Triangle's management functions or matters relating to those functions.

## **Your Rights**

You have the right to enjoy living in your home. We believe that each tenant has the right to live in an environment free from intimidation and antisocial behaviour. This means that we will investigate any complaints made by or against tenants and will take action that is appropriate to how serious the behaviour is. This is not a guarantee that we will or can take legal action in every case.

## **Your responsibilities**

As a tenant, you are responsible for:

- Your behaviour
- The behaviour of any person who lives in your home, including children
- The behaviour of any person who comes to visit you (visitors), and
- The behaviour of any pets belonging to you, or to occupants or visitors.

## **Reporting Incidents of Anti-Social Behaviour**

A complaint of Anti-Social Behaviour can be made in writing or verbally (in person or by telephone) to Triangle's Central Office. Complaints may also be logged via email.

A complaint does not have to come from the individual experiencing the Anti-Social Behaviour. A political representative, police, council officer, social worker, any of Triangle support staff or indeed an advocate on behalf of those with complex needs may report the complaint initially

Anonymous complaints will also be taken seriously and investigated as far as possible. Many such complaints can be acted on, for instance the physical condition of properties and gardens. However, in the absence of direct evidence from a complainant it may prove difficult to investigate many cases.

Please note that it is unlikely that we will be able to take legal action if complaints are made anonymously.

### **What will Triangle do to tackle Anti-Social Behaviour?**

Triangle will implement a range of tenancy and legal measures including;

- Issue introductory tenancies for all new tenants
- Refusing an allocation or house sale to those guilty of Anti Social Behaviour
- Issuing warning letters

- Providing mediation services
- Use of acceptable Behaviour Contracts
- Implementing the Northern Ireland Office 'Lock Out Crime Scheme'
- Implementing The Police Service of Northern Ireland's 'Secure by Design' scheme on all new build properties Also, where risk of crime is high and resources permit, on all existing accommodation
- Support those willing to engage through its own and other Floating Support Services to assist vulnerable tenants and housing applicants live independently and sustain tenancies
- Use legal action when all efforts at conciliation have failed. Action in the case of both secure and introductory tenants and any individual in the vicinity of Triangle owned / managed stock can include possession, injunction and applying to relevant authorities (Police, District Councils, Northern Ireland Housing Executive) for an Anti Social Behaviour Order)

### **Help and Support**

If you are the victim of someone else's behavior, we will provide you with advice and support to help you take the appropriate actions against the offending tenant.

Any report of anti-social behaviour will be treated in confidence and tenants suffering from confirmed intimidation will be offered alternative accommodation if possible or given advice on rehousing options.

We will also undertake urgent repair items such as removal of graffiti, cleaning of communal areas, replacing broken glass or securing premises.

It is important that we are provided with the following information:

- date (and time if known) of the incident;
- nature of the incident;
- details of any witnesses;
- supporting evidence of the incident from another source.

We will record the incident and acknowledge your report. We may need to obtain further details from you either in person or by telephone.

We will agree a plan of action with you and this could involve the following:

- agreement to discuss the matter with the other tenant involved;
- obtaining statements from witnesses;
- seeking supporting evidence from other agencies;

- offering mediation if agreed to by both parties.

We will interview the tenant whom the complaint is about. This may lead to:

- agreement to discuss the matter with the complainant;
- obtaining statements from other witnesses;
- offering mediation if agreed to by both parties;
- issuing a written warning regarding a breach of the conditions of tenancy;
- issuing a Notice to Terminate or Notice Seeking Possession and commencement of legal action to end the tenancy.

Each case will be reviewed to determine if further action is required or if the matter has been resolved.

If the case proceeds to court we will support you during the process.

Each case of Anti-Social Behaviour is unique and the way forward will be determined by the particular circumstances of the case. In any case of Anti-Social Behaviour Triangle's main objective is to resolve the matter without recourse to any form of legal action.

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# **Eviction**

## Eviction Policy

Triangle will offer appropriate advice and assistance in order that tenants can fulfill their tenancy conditions. However for serious breaches the Association may take possession proceedings in the County Court, which may lead to eviction. The Association will only apply to evict after due process and when all other appropriate measures have failed.

Breaches of tenancy conditions where eviction may be appropriate include:

- Non payment of rent
- Illegal occupation
- Serious breaches of tenancy conditions in relation to anti-social behaviour

Triangle will maintain appropriate records to enable breaches of tenancy conditions to be highlighted and monitored. The Association will treat all joint tenants as jointly responsible (except in domestic violence cases).

Tenants have the following opportunities to appeal any possession or eviction proceedings:

- All tenants can appeal decisions made at any stage by the Association through the Complaints Policy
- Secure tenants can dispute possession proceedings at the County Court when the case is heard by a magistrate

- Introductory tenants can appeal directly to the Association when a Notice to Terminate has been issued

**7**

**House  
Sales  
Scheme**

**and**

**Equity  
Sharing**

## House Sales

Triangle operates a statutory house sales scheme in accordance with the operational guidelines provided by the Department for Social Development.

**For more information contact your Housing Support Officer at the Association. A leaflet entitled “Homes for Sale” is also available on request.**

### Who can Buy?

If you want to purchase your home you must have a minimum of five years tenancy, either with Triangle, the Housing Executive or another qualifying landlord.

Introductory tenants are not eligible to purchase until they have completed one years tenancy. When this year has been completed, it will count towards both eligibility and discount.

### Exceptions to Entitlement to Buy

Any Triangle property may be sold with the exception of: -

- (1) Sheltered dwelling units;
- (2) Dwellings which are part of a Group Housing Scheme; and
- (3) Any single storey or ground floor dwelling (other than a flat) with no more than two bedrooms.

Ground Floor flats can be purchased by secure tenants (subject to eligibility requirement).

### When You Cannot Exercise the Right to Buy

Under the Statutory House Sales Scheme, you will be ineligible to buy if, any of the following circumstances apply: -

1. The Association has served a relevant Statutory Notice Seeking Possession at any time within the previous 3 months.
2. Proceedings for possession of the dwelling pursuant to a relevant Statutory Notice are pending.
3. You are obliged to give up possession of the dwelling in pursuance of an Order of the court, which has been granted pursuant to a relevant Statutory Notice or will be so obliged at a date specified in the order.
4. The Association is actively considering whether it would be appropriate to serve – at some time within the next three months – a relevant Statutory Notice seeking possession.

### Joint Purchase

A maximum of 4 purchasers including the secure tenant(s) is permitted. A

person wishing to become a joint purchaser must be either: -

- (1) The spouse of the secure tenant **OR**
- (2) Someone who is occupying the dwelling as his/her only or principal home and has been residing with the secure tenant throughout that period of 12 months ending with the date of application to purchase.

### **The Price**

The price of buying your home will be its current market value (as determined by an independent professional valuer at the date of your completed application) less, where appropriate, a discount entitlement. You are responsible for payment of the Valuation Fee. On completion of the sale of the property, the Association will reimburse this Valuation Fee.

Tenants' improvements will not be included in the valuation. Improvements carried out by the Association will be included in the valuation.

You may discuss the assessed price with an Estate Agent, however this would be at your own expense, and if you are unhappy with the Valuer's assessment of the market value, you may apply to have to price re-determined (i.e. revalued) by the District Valuer. It should be noted that on redetermination the valuation placed on a property can go up as well as down. The District Valuer's final assessment is

binding on both the Association and yourself. There is no further Right to Appeal.

As with the Valuation Fee you are responsible for the reassessment fee, which will be refunded to you on the completion of the sale of the property.

Should you gain a valuation upon the property, it will stand for 6 months. Should the purchase not be completed within 6 months of the valuation, a further valuation will need to be obtained. The cost of this, or subsequent valuations will not be reimbursed by the Association. The cost of subsequent valuations will have to be paid up front by the potential purchaser.

### **Historic Cost Provision**

In certain cases the Association cannot sell for less than it actually cost to provide the dwelling (historic cost).

The term historic costs refers to the costs incurred by the Association in the provision or improvement of the property in the financial year in which the application to purchase was made, and the previous 10 financial years. Normal repair costs are not taken into account when calculating the historic cost. If the market value before discount is below that amount, no discount will be deducted from the price. Where the aggregate of the costs incurred in

respect if improvement works is less than £5,000 throughout the period, those costs will be disregarded.

If Historic Costs applies this means that:

- If the market value is less than the historic cost, the selling price is the market value. For example, in a case where the market value is £18,000 and where the cost of works in the last ten years is £20,000, the selling price will be £18,000 irrespective of your tenancy periods.
- If the market value is greater than the historic cost, discount can be given but the final price cannot be less than the historic cost. An example of this would be a case where the market value is £18,000 and where the cost of works in the last ten years is £16,000. In this case the selling price cannot be reduced below £16,000 irrespective of your tenancy periods. Your Housing Support Officer will be able to advise you on this point.

### **Discount Ceiling**

There is a Discount Ceiling of £24,000 on all dwellings sold under the Statutory House Sales Scheme.

This means that regardless of your tenancy periods, the maximum discount you will receive is £24,000. Discount will be calculated as at the date of your completed application to purchase.

### **Discount Entitlement For Houses & Flats**

A secure tenant of a house with five years completed tenancy shall be allowed discount of 20% with an increase of 2% for each additional completed years tenancy up to a maximum of 60% (subject to the Historic Cost provision and the Discount Ceiling of £24,000).

In the case of the joint tenants, discount is based on the tenant who has spent the longer period as a local authority tenant.

In the case of a wife taking over a tenancy following the husband's death, the husband's tenancy period will count in the assessment of discount, if they were both occupying the dwelling as their principal home at the time of his death.

### **Conditions on Resale**

You must pay back the entire discount should you sell the property within five years of purchase.

Should you decide to sell within ten years the property must be offered to the Association.

### **Timescale**

The Association will try and make an offer within 12 weeks showing the

valuation of your house with the discount calculated from when we receive your fully completed application form. In some cases, e.g. where we must obtain historic cost and/or service charge details, it may take longer to make an offer.

## **EQUITY SHARING**

From 31 December 2008, eligible tenants are able to apply to purchase part of their home.

The rules and regulations regarding equity sharing may alter subject to department of social development guidelines. If in doubt, contact the housing association before applying under the scheme.

### **Eligibility of Equity Sharing**

Tenants wishing to purchase part of their home under the equity sharing scheme must fulfil all of the criteria and will be subject to the same rules set out in the statutory House Sales Scheme.

### **Minimum Equity and Staircasing**

Tenants are entitled to purchase a minimum initial equity of 25% and can then increase their equity in steps of as little as 5%.

Triangle will reimburse, upon completion of sale only the initial valuation. Market value valuations will be required prior to

all subsequent purchases of equity, unless the valuation is less than six months old. The source of the valuation must be agreed by the Association.

The cost of the valuations prior to equity steps will be the responsibility of the purchaser. The associated legal and surveying fees, as well as any other costs relating to the conveyance for any equity step will be the sole responsibility of the purchaser; these costs must be paid in advance.

The in-house administration costs incurred by the Association for the management of subsequent equity steps will be responsibility of the purchaser. The Association will advise the purchaser of these costs before the purchase of an equity step. These costs must be paid in advance of the purchase.

### **Purchase Price, Valuation and Discount**

Properties and shares of properties will be sold at the current market value (as assessed by a suitable qualified professional valuer as at the date of the completed application to purchase, or application to increased equity).

Applicants' improvement will be disregarded whilst ascertaining market value.

The purchase price will be the market value at the date of the receipt of the application less the eligible discount, subject to the historic cost.

The term historic costs refers to the costs incurred by the Association in the provision, improvement in the financial year in which the application to purchase was made, and the previous 10 financial years. If the market value before discount is below that amount, no discount will be deducted from the price. Where the aggregate of the costs incurred in respect of improvement works is less than £5,000 throughout the period, those costs will be disregarded.

### **Eligible Discount**

Eligible discount is that applicable at the date the first application for equity sharing is successfully completed and will take account of the period the applicant has been a secure tenant of the Association.

### **Discount Amount**

Discount will be applied to further equity purchased up to the maximum eligible discount for the property being purchased. The maximum amount that any tenant can earn is £24,000, this is known as the discount ceiling. Discount is calculated in relation to the length of tenancy at the date of application to purchase the initial equity. A secure tenant of a house with five years

tenancy completed (or equivalent) will be allowed the following:

- 1) An initial discount of 20%
- 2) For each additional year of completed tenancy the discount will be increased by 2% up to maximum of 60%, subject to the Historic costs explained above and the discount ceiling of £24,000. These discounts also apply to flats.

Under the equity sharing option, the maximum level of discount payable will be related to both the amount of equity purchased and subject to the eligible discount earned as well as the discount ceiling.

Discount will be payable each time equity is purchased. In order to help those with an aspiration to get onto the home ownership ladder, a more generous discount rate will apply to the first 50% of the property purchased. On the purchase of between one quarter and one half of the home, a person will be entitled to between 35% and 70% of the maximum available discount. On the purchase of more than half of the home, the remaining discount (totalling 30% of the original total) will be made available. An example is set out in paragraph 4.6 below. Details of the maximum available discount are set out in the table below.

rent shall not count towards any future discount awarded.

<b>% of house bought</b>	<b>% of total discount offered</b>
25	35
30	42
35	49
40	56
45	63
50	70
55	73
60	76
65	79
70	82
75	85
80	88
85	91
90	94
95	97
100	100

Introductory tenants cannot apply to purchase, however the time from an introductory to secure tenancy **will count towards eligibility and discount.** Following the sale of the property on the basis of equity sharing the rent payable on the portion of the property which has not been bought by the tenant will not count towards increasing the amount of discount and historic cost.

### **Rent after Equity Purchase**

Once a tenant buys their home, they will pay rent on the portion of the property which the social landlord still holds. This

The rent payable will not include payment for costs previously covered by the landlord, for example maintenance costs, and insurance. **Future maintenance of the property will be the responsibility of the tenant(s).** The equity rent will be assessed in proportion to the level of equity owned by the Association

The Equity Rent will be increased annually in accordance with the Landlord's Rent Scheme. Maintenance costs deduction will remain the same as at the date of purchase of the initial equity.

**Equity sharers remain eligible to apply for Housing Benefit on the rental element.**

### **Lease**

Dwellings sold under equity sharing will be given long leasehold, in line with the current equity sharing practice.

In the event that it is necessary to seek recovery of the costs secured on the house, the mortgage lender will have the first claim to recover any outstanding mortgage loaned on the initial application for an equity share. This will be the first Charge.

Triangle (who shall become the Leaser) will have the second claim to recover

any discount on a property sold under the equity sharing scheme. This will be the second Charge. Triangle may not agree to dispense with its second Charge status in favour of any second mortgages subsequently taken out. However it will be expected to ensure that this is not used as a means of preventing the purchase of further equity.

### **Responsibilities**

At the time of purchase, tenants/purchasers will be responsible for building society fees and purchaser's legal fees.

Upon purchase, leaseholders will be liable for maintenance and other home ownership costs. These will include:

- Rates
- Service charges where appropriate
- Insurance charges
- Legal and building society valuation fees in the purchase of additional equity.
- The payment of the Valuer at a rate set by the Landlord in the purchase of second and subsequent equity buy out.
- The payment of Land and Property Services Agency fees for

redeterminations of valuations in the purchase of additional equity.

- Administration costs incurred to the Association as a result of processing subsequent equity buy outs.

### **Disposal of Equity**

The current disposal rules of the House Sales Scheme shall apply to equity sharing Leaseholders.

Where the leaseholder wants to sell the dwelling, they must give the Association or another registered social housing provider the "first refusal" option to repurchase. The Association may pass the offer of the equity to another, nominated registered social housing provider.

Where Triangle confirms that the property is not required for social or affordable housing purposes then the leaseholder can sell the dwelling on the open market.

Triangle will recover equitable proceeds based on the level of equity they have at the time of sale.

### **Fees**

Triangle will pay for the initial valuation in determining the market value of the dwelling.

All other costs will be the responsibility of the tenant as described above.

In addition, Triangle will seek to recover or offset other costs relating to work involving:

- subsequent private sector loan requests
- enhancing or potentially enhancing the applicant's financial circumstances
- Provision of rent statement copies for use by private sector finance companies.

The costs to be recovered will comply with the Department of Social Development's controls and guidance.

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# **Shared Amenities**

## Shared Amenities

### Pets

If you live in a house and you wish to keep more than one domestic pet you must obtain prior written permission from the Association. Please note that cats are considered to be domestic pets.

You must obtain the Association's prior written permission before keeping any pet if you live in a flat or maisonette.

Permission to keep a pet in premises where access is shared will not be granted.

As the tenant, you are responsible for getting rid of any dog or other pet mess, and for making sure that pets do not cause a nuisance to others. You are responsible for the behaviour of your pets at all times.

If you have a pet, there are a few things you can do to stop it causing a nuisance.

- Don't let it foul public areas or clean up after it.
- Don't let your pet out without a responsible adult and keep your dog on a lead.
- Keep your dog out of children's play areas or dog-free zones.

- Keep your pet under control at all times.
- Do not allow your dog to bark continuously, it will do so if left alone for a long time.
- By law, some dogs must wear a muzzle in public. Check with your vet.

### Rubbish

You should always make sure that you get rid of your rubbish properly. You should not dump rubbish, or abandon any property, including vehicles, on the estate or near your home. This includes leaving rubbish outside your home or in nearby walkways.

If you or members of your household are found to be dumping rubbish or litter, you could be served with a fixed penalty notice or prosecution through the courts.

Please assist us by creating a pleasant environment where you live.

### Noise

Noise must be kept to a reasonable volume at all times. This is one of the most common causes of neighbour disputes. So, please be a good neighbour and keep the volume down on TVs, radios, stereos and musical instruments.

You are not allowed to have a party where people pay to come in or to have a party that is too noisy. You must also not advertise or let other people advertise, a party where you live. If you do want to have a party, it is best to tell your neighbours beforehand and tell them when it will finish. Keep music down and ask people to be quiet when they leave.

### **Shared Areas**

Shared areas should only be used for rest and quiet recreation. This means, for example, that stairwells, shared landings, estate paths, shared hard standings and grassed areas should not be used for:

- Playing ball games
- Using drugs and drinking alcohol
- Gathering in groups and intimidating other residents
- Riding motorbikes and scooters
- Carrying out motor vehicle repairs
- Playing loud music from portable stereos
- Letting off fireworks
- Dumping rubbish and unwanted furniture, or

- Having a barbecue without the Association's permission in writing

### **Common Areas**

You must keep all common areas tidy and free from obstruction. Please do not leave items such as prams or bicycles in corridors.

Triangle may arrange for contractors to clean these areas otherwise residents should cooperate to keep the building clean. Please also respect others by not smoking in communal areas.

Triangle will redecorate the communal areas every 5 years and renew the floor coverings if necessary.

### **Car Parking**

If you live in property with share car-parking spaces, you may park in the designated car parks but you cannot reserve a particular space.

### **Landscaping**

Triangle employs a contractor to maintain the common gardens/landscaped areas.

The grass will be cut regularly between April and October and litter will be removed. Shrubs will be maintained annually and trees pruned as necessary.

## **Refuse Storage**

It is your responsibility to keep the bin area clean and tidy. Please place all rubbish in bags before placing in the bin. Do not leave large items such as furniture beside the bins as they will not be collected with household rubbish. You should arrange with your local Council Waste Management Department to have these items collected. Please use the recycling facilities where these are provided.

## **Bottled Gas**

If you store bottled gas in your flat you are in breach of your tenancy agreement.

**9**

# **Tenant Involvement**

## **Consultation**

Triangle is required by law to inform you and consider your views about building work, improvements and maintenance matters whenever these affect your home.

It may concern the services that we provide directly for you or the effect of our activities in the area in which you live.

We aim to fulfil our legal obligations by consulting individuals or groups who are affected by our activities. This consultation may take the form of individual letters, local or general newsletters, public meetings or any other method that seems appropriate.

However, there is no need for you to wait until we approach you. You should feel free to approach us, individually or as a group, about any aspect of our activities affecting you or which you would like to change or influence in some way.

## **Tenant Involvement**

Triangle is committed to ensuring that tenants receive the best service possible and recognises that tenant involvement is vital in delivering responsive, efficient and effective services. Triangle also believes that tenant participation and effective community involvement can play a significant role in developing communities.

The Association aims to encourage all tenants to participate in the management of their homes and in the design, delivery, improvement and monitoring of housing services.

The Association believes that tenants should be allowed to choose the level and type of involvement they want and will offer a range of options for involvement. Triangle will seek to ensure that the Association's resources are targeted appropriately to maximise the greatest return from tenant participation and community involvement.

There are a number of ways to get involved. These include:

- Getting involved in focus groups to review key processes and services
- Setting up a tenants association
- Giving your views if you are asked to do so, in the annual tenants survey
- Helping us to review tenant information such as newsletters and forms

**10**

**Ending  
Your  
Tenancy**

## **ENDING YOUR TENANCY**

### **What should I do if I want to end my tenancy?**

You have to give us at least four weeks clear notice to end your tenancy.

You can do this in various ways:-

1. You can write to us. Please use the form on Page 60, or write a letter that tells us when your tenancy will end and what your new address will be.
2. You can telephone us at the Association on 028 2766 6880. We will then fill in a form on your behalf and write to you to confirm all the information you have given us.
3. You can visit the Association at 60 Eastermeade Gardens, Ballymoney and our staff will help you fill in the form.

### **What happens after I have given notice?**

When you give us notice, we will tell you exactly when your tenancy will end and when you have to hand the keys in.

If you give us less than four weeks notice, we have the right to charge you rent up until the end of your tenancy (the end of the four-week notice period). We will do this even if you have moved out

of the property and have given us back your keys.

We can agree a shorter notice time. However, we will only agree to this in special circumstances, for example, if a tenant has died or if you are transferring to another property owned by the Association.

We can allow you to extend your notice time under certain circumstances, for example, if your new home is not ready. Your termination notice can be extended on a weekly basis but you must tell us you want to extend your notice before your tenancy ends (the date we agreed when you gave us notice). If you do not extend your notice and your notice ends, we do not legally have to let you stay in the property.

### **When will my tenancy end?**

Your tenancy will always end on a Sunday no matter what day of the week you tell us you want to end your tenancy. Two examples are shown below;

1. If you give notice on Wednesday, we will count four weeks from the following Sunday of that week.
2. If you give notice before 12noon on a Monday, we will work out your four weeks' notice from the Sunday (the day before.)

## **What rent do I have to pay?**

When you end your tenancy, you have to pay rent up to and including the Sunday on which your tenancy ends. If you pay your rent every week for the previous week, you will owe an extra week's rent at the end of your tenancy.

If you hand the keys in later than 12noon on the Monday (the day after your tenancy ends), we will charge you another week's rent.

## **Where do I take my keys?**

Your Housing Support Officer will confirm this when you give your notice. Normally you either take all your keys to the Association or a member of staff will collect the keys from you.

We do not recommend that you post your keys to us. But if you have no other option, you must use recorded delivery as proof that you have sent them. If your keys get lost in the post and you cannot prove that you have posted them, we will charge you for:

- Changing the locks
- Putting right any other damage caused as a result of us not having the keys

## **What should I do BEFORE I leave the property?**

When you leave your home you have to make sure that you:

- Leave it clean and tidy (this includes the internal decoration)
- Remove any furniture, carpets or rubbish.
- Clear your attic and outbuildings
- Cut back and clear the garden.

If you have damaged our property either by removing your own fittings or while you were living in your home, you have to put right the damage.

We will charge you for any work we have to do that includes:

- Clearing and cleaning the property
- Decorating the property
- Putting right damage
- Replacing any fittings that you had no right to take.

If you leave any of your belongings in the property, we will get rid of them. We will charge you for this work.

## **What about disconnecting my gas fire or cooker?**

You can take your own gas cooker or fire out of the property. For your own and your neighbour's safety, you must make sure that any gas cooker or fire which belongs to you is removed by a registered CORGI gas contractor (the Association can refer you to approved contractors if necessary). The supply pipes must be sealed after the appliance has been removed.

If you do not leave the gas supply properly sealed, we will charge you the full cost of us carrying out the work.

### **What about any improvements I have carried out during my tenancy?**

If you have had our permission to make alterations or improvements to your property, you must leave them in the property. In certain cases we may agree that you can remove the new fitting and put the original back.

Please contact the Property Services Officer regarding this.

We will charge you if we need to remove or change any of your own alterations before we let the property again.

If you have carried out improvements that we have approved, you may be entitled to compensation under the Tenants' Compensation for Improvements Scheme. For information about this scheme, see the Repairs and Maintenance section of this Handbook or the Tenants' Compensation for Improvements Scheme leaflet this is available from the Association.

### **Do I have to read my electricity or gas meters?**

You are responsible for reading the gas and electricity meters before you leave the property. You must tell your suppliers:

- The date you are leaving the property
- Your meter reading
- Your new address

We will only pay for gas and electricity from the date your tenancy ends. If the supplier asks us for your new address, we will give it to them.

### **What about my post?**

You should also arrange with the post office to redirect your mail to your new address.

We will not send any letters to you at your new address.

We will not tell the new tenant your new address.

### **Should I turn off the water, gas or electricity?**

If you are leaving the property in the winter months, turn the water off at the stop cock (usually under the sink) and then turn the kitchen and bathroom hot and cold taps on – remember to remove all plugs! This will drain all the water out of the tank, which will help prevent any damage if the pipes freeze.

### **What about home heating oil not used up in the storage tank.**

If you have an excessive amount of unused oil, you should arrange for an oil supply company to pump it out and

redeliver to your new address (if appropriate). You should not attempt to collect oil manually by disconnecting an oil feed line.

### **Do you inspect my home before or after I hand the keys in?**

We will strive to inspect your home before and after you move out. When you give us notice that you want to end your tenancy, we will arrange an appointment for our Housing Support Officer to call at your home. We will inspect your property to:

- Make sure that you have all the information you need
- Check your home for any damage
- Tell you what you may have to do before you leave your home.

Our Property Services Officer will also fully inspect your property after you hand in your keys in. If we find any damage, or if the property and gardens are untidy, we will charge you for putting things right.

If you owe a debt for rechargeable repairs or rent arrears we will seek to recover your debt.

We can prosecute you if you do not pay and we and other social landlords may reject any future re-housing applications from you, as you will appear on the disqualification register.

### **Will you find a new tenant for my property before I move out?**

After you have told us you want to end your tenancy, we will start looking for a new tenant who can move into the property as soon as possible after your tenancy has ended. This may mean that we offer your property to someone on our waiting list while you are still a tenant. Obviously, if your circumstances change and we allow you to withdraw your notice, we will withdraw this offer.

We may need to arrange with you to allow these people to come and look at your home.

### **Where do I go for more advice?**

If you need more advice or information please contact your Housing Support Officer at the Association.

## Tenancy Termination Checklist

1. Give the Association FOUR weeks written notice.
2. Pay your rent up the date your tenancy ends.
3. Leave your home in a clean and tidy condition and clear out all furnishings, rubbish etc.
4. Ensure that your home is left in a reasonable condition.
5. Contact your gas and electricity supplier.
6. Do not leave anyone else living in your home when you move out. At the end of your tenancy, we require vacant possession.
7. The Association needs to check the condition of your home and start making arrangements to find a new tenant. Please assist us by allowing access to the property.
8. Return ALL the keys for your property to the Association.

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**Access  
To Information**

# ACCESS TO INFORMATION

## What is the Data Protection Act?

The Data Protection Act 1998 (the Act) came into force on 1 March 2000 and allows you as a customer of certain rights to access information held about you by Triangle. The Act establishes rules for processing personal information and now applies to most paper records as well as those held on computer.

Triangle is obliged to comply with the Act and therefore must ensure that handling of all personal information is effected in accordance with the Data Protection Principles.

## Purposes of Processing

Triangle currently processes personal information for the purposes of its functions as a landlord and sometimes, support provider.

In addition, Triangle processes personal information for the following general purposes: Staff administration, advertising, marketing, public relations, accounts and records, property management and research.

## Categories of Recipients

Triangle discloses personal information for the above processes to the following recipients:

- It's Board of Management,
- staff,
- agents and contractors,
- other social landlords,
- other public authorities,
- public representatives and
- it's legal advisers.

## What rights do I have in relation to the Act?

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

- Rights in relation to automated decision making.

### **What are the relevant Data Protection principles?**

Personal data held about you must be:

1. Fairly and lawfully processed.
2. Processed for limited purposes and not in any way incompatible with those purposes.
3. Adequate, relevant and not excessive.
4. Accurate, and kept up to date.
5. Not kept for longer than is necessary.
6. Processed in line with your rights.
7. Secure.
8. Not transferred to countries that don't adequately protect personal data.

### **How do I request access to information held about me?**

Complete a Subject Access Request Form (which is available on request from the Association's Central Office) providing sufficient information to enable staff to locate the specific personal data.

Return the completed form to Triangle together with evidence of identification i.e. usual signature if posting form and a

copy of one of the following: driving license, medical card, electoral card or passport. If hand delivered your Housing Officer will copy the original of the above on your behalf.

### **Will I be able to access all information held about me?**

The Data Protection Act 1998 gives all individuals who are the subject of personal data ("Data Subjects") a general right to access to personal data which relates to them. Personal data can be contained on manual file or on computer.

The Data Subject is not entitled to a copy of the information held if the supply of such a copy is not possible or would involve "disproportionate effort".

However, if the information requested contains reference to a third party, Triangle will decide whether it is reasonable to do so before releasing the information. Certain categories of information are also exempt from the Subject Access provisions of the Data Protection Act and cannot be disclosed.

### **What if I have a complaint?**

If you are dissatisfied with Triangle you may complain through the Association's Complaints Procedure (See Complaints Section).

## **How long should it take to obtain the information?**

Triangle must respond to your written request within 40 days of receipt provided you have given sufficient particulars to facilitate processing your request.

## **Are there any costs involved?**

The Act entitles Triangle to charge up to £10 for responding to a Subject Access Request. Details of any costs in relation to your request can be obtained upon submission of the Subject Access Request Form.

## **Disclaimer**

This leaflet offers guidance on your rights under the Act and is not intended to provide an authoritative interpretation of the law relating to Data Protection, only the courts can do that. If you need advice or guidance on this complex issue you should contact a solicitor or Citizens Advice Bureau or the Office of the Information Commissioner (address and telephone number below).

### **Useful Contacts**

- [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk)
- Information Commissioners  
Information Line 01625 545745
- Office of the Information  
Commissioner  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

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# **Complaints & Compensation**

## COMPLAINTS

The Association is accountable to the people who receive its services including those acting as an advocate for a service user and also to its funding and regulating bodies.

The Association believes raising issues of concern helps to improve the quality of service offered and therefore encourages any person to tell us what is causing them concern.

Any person who is unhappy with the services they are receiving, or the way they have been treated by the association or any of its staff, has the right to make a complaint.

When making a complaint verbally you have the right to be accompanied by a colleague/advocate and to any meetings you may be requested to attend. Should you have difficulty in communicating because of a disability or language, the Association will take action to assist you in this.

The Association will investigate any complaint in a fair, open and equitable manner and all information relating to complaints will be treated as confidential. The person making the complaint will be kept informed of the outcome and any appropriate action taken to prevent similar dissatisfaction in the future.

### Type of Complaint that can be made

You may make a complaint about anything about the housing service you receive. This may include, amongst other things:

- 1) the allocation of your tenancy;
- 2) payment of your rent;
- 3) the repairs made to your property;
- 4) the length of time it took to have the repair carried out;
- 5) the general information you receive from the Association;
- 6) the way you have been treated by any employee of the Association;
- 7) the organisation generally;
- 8) tendering procedures/practice;

### How to make a complaint

#### Stage 1

You may make a complaint: by speaking to your housing officer/management officer or the person you have most contact with, or in writing and marked confidential to your housing officer/management officer or the person you have most contact with. You may also use our standard complaint form.

Your complaint will be recorded and acknowledged within 5 WORKING DAYS in writing, naming the person dealing with your complaint. We will endeavour to resolve your complaint

immediately at Stage 1 or within 15 working days for 80% of all cases.

If a complaint takes longer than 15 days to resolve, we will send you a 'holding letter' which will outline the reasons for extension. We will also provide you with periodic updates until the complaint is resolved.

If you are happy with the outcome you will not need to take any further action.

### Stage 2

If you are not satisfied that a resolution to your complaint has occurred at Stage 1, you should contact the Service Manager dealing with your complaint who will refer your complaint to Triangle's Chief Executive Officer.

It may also be appropriate at times to progress to Stage 2 of the complaints process if your complaint is in regards to a Senior Manager within the organisation.

The Chief Executive Officer will acknowledge your complaint within 5 days.

If your complaint progresses to Stage 2, we will endeavour to resolve it within 10 working days for 80% of all cases.

The Chief Executive Officer's address is:

**Chief Executive Officer  
Triangle Housing Association Ltd  
60 Eastermeade Gardens  
Ballymoney  
BT53 6BD**

If you are happy with the outcome you will not need to take any further action.

### Stage 3

If you remain unsatisfied and Stages 1 and 2 have been exhausted, you may seek advice from the Housing Rights Services.

You can also request an Independent Review by the Commissioner for Complaints for Northern Ireland:

The Ombudsman  
(Commissioner for Complaints for Northern Ireland)  
Tel: 0800 343 424

The Commissioner will help respond to your complaint and may take a detailed look into how we deliver our services if they feel our internal response has not been enough.

### **Insurance**

The Association only insures the fixtures and structure of your home and does not insure your possessions. We strongly advise you to insure the contents of your home and any personal possessions

against fire, theft, flooding and accidental breakages.

## **RIGHT TO REPAIR**

If emergency and urgent repairs are not completed within a reasonable period tenants may be entitled to compensation. The Right to Repair scheme covers small, urgent repairs costing up to £250, which, if not carried out within a reasonable time are likely to jeopardise the health and safety of the tenant. Qualifying repairs include:

- Total or partial loss of electrical power
- Unsafe power, lighting socket or electrical fitting
- Total or partial loss of water supply
- Blocked flue to fire or boiler
- Total or partial loss of space or water heating
- Blocked or leaking foul drain, soil stack or toilet pan (if only one WC)
- Toilet not flushing (if only one WC)
- Blocked sink, bath or basin
- Tap which cannot be turned off
- Leaking from water or heating pipe
- Leaking roof
- Insecure external window, door or lock
- Loose or detached banister or handrail
- Rotten timber flooring or tread
- Door entry phone not working
- Mechanical extractor fan in internal kitchen or bathroom not working

If the repair is not completed with 48 hours (Emergency Repairs) or 8 working days (Urgent Repairs), the tenant will be entitled to compensation of £10 for inconvenience, plus £2 for each day the repair remains outstanding (up to a maximum of £50).

The scheme does not apply in the following circumstances:

1. If reasonable access is not provided for either an inspection or repair to be undertaken
2. If the repair reported is neither an emergency or urgent repair
3. If the repair is the tenant's responsibility
4. If the repair is for a communal area
5. If the Association is advised that the repair is no longer required
6. Where there is genuine difficulty in completing the work due to factors outside the control of the Association or our designated contractor, for example, severe weather or unavailability of parts.

Tenants are NOT permitted to employ their own contractor to carry out work and then send the Association the bill. It is the sole responsibility of the Association to carry out repairs to properties.

If you believe you have been unfairly treated under the 'Right to Repair' scheme please refer to the Association's complaints procedure.

For further information on this scheme please contact your Property Services Officer.

## **RIGHT TO COMPENSATION FOR TENANTS IMPROVEMENTS SCHEME**

The Association will provide compensation for tenants who have paid for improvements to their accommodation but leave before they gain the full benefit of their investment.

### **QUALIFYING IMPROVEMENTS**

To qualify for compensation under the scheme, the improvement must be on the list for eligible items as stated in this section. The improvements must have been materially added to the property. Repair works or the provision of luxury items do not qualify. The scheme will exclude security measures.

### **QUALIFYING TENANTS AND TENANCIES**

Qualifying persons must be tenants of the Association.

Tenants will not be eligible to apply for compensation under the scheme in any of the following circumstances:

1. The tenant is purchasing his or her home (but in such cases the improvement is not taken into account in the valuation process).
2. The tenancy is terminated as a result of;

- a. The Association issuing a Notice Seeking Possession,
- b. Court issuing an Order for Possession, or
- c. the Association issuing an Abandonment Notice.

3. A new tenancy for the same property is granted to the qualifying tenant, or all the joint tenants, whether or not with anyone else.

Please note that the tenancy is not ended if a tenant exchanges his or her home by way of mutual assignment.

### **CONSENT**

To qualify for compensation the improvement must have the written consent of the Association. Consent should be obtained prior to carrying out the improvement. The Association may grant consent retrospectively provided the work was not completed before the introduction of this scheme.

The Association can impose reasonable conditions when granting consent. Reasonable conditions for improvement could relate to matters such as:

- Design.
- Materials (e.g. complying with British Standards or equivalent).
- Standard of workmanship.
- Use of contractors with particular qualifications.

- The Association being given three working days written notice of the commencement of work.
- The Association being given three working days of completion of the work in order that post inspection can be arranged.
- The Association being allowed access at reasonable times to inspect the property before, during, and after completion of the work.

Breach of any conditions of consent shall render the improvement ineligible for compensation and the Association shall have no compensation responsibility.

Tenants, who intend claiming compensation for the improvement in the event of terminating their tenancy, should retain all invoices relating to the work as these are required to determine the amount of reimbursement. Details relating to start date and completion of works should also be retained.

Consent may be withheld for one of the following reasons:

1. The proposed improvement could create future letting problems.
2. The proposed improvement could create unacceptable annoyance or nuisance to neighbours.
3. The proposed improvement could detract from the general appearance of the property or development.

4. The proposed improvement could create health and safety problems.

### **PROCEDURE FOR CLAIMING**

Qualifying tenants may claim compensation whenever their secure tenancy ends. Any claim should be lodged during the last 28 days of the tenancy or 14 days after the tenancy ends. Tenants will be required to provide receipts for all work carried out. Triangle will provide a written offer within 21 days of vacation of the property or receipt of the claim (whichever is later). If the offer is accepted by the tenant, payment will be made within 28 days. If the tenant does not wish to accept the offer, an appeal must be lodged in writing to the Housing and Development Manager within 21 days of receipt of the offer. Triangle will advise of its decision within 21 days. If still dissatisfied, the tenant has one final appeal to the Department for Social Development.

### **CALCULATION OF COMPENSATION**

Compensation is not payable for professional fees, statutory approvals or the tenant's own labour. Any financial assistance from the public purse which contributed to the cost of the improvement is deducted. The net cost of the improvement is then depreciated.

The thresholds for the scheme are:

- a. Lower threshold £50 per improvement item and;

- b. Upper threshold £3000 per improvement item.

### WORKED EXAMPLE

A tenant has completed an improvement costing £2000 with a notional life of 20 years but has left the property 5 years after completion.

Cost:	£2,000
Notional life (years):	20
Less number of years lapsed since completion:	5
	= 15

Compensation Payment is calculated as Cost multiplied by the percentage of Notional Life Remaining:

$$£2,000 \times \left[ \frac{15}{20} \times 100\% \right] = £1,500$$

1. A refusal to grant consent to undertake works.
2. The improvement being judged to fall outside the qualifying list.
3. The amount of compensation offered.

Appeals will be resolved through the Associations own internal complaints procedure.

### RENT LEVELS

Whenever the tenancy ends and the property is being re-let, the Association can increase the rent level to reflect the additional amenity for the incoming tenant.

For further information on this scheme please contact your Property Services Officer.

The Association's Property Services Officer will carry out a post inspection of any work. If acceptable the Association

will become responsible for maintenance.

### QUALIFYING IMPROVEMENTS AND NOTIONAL LIVES

<b>IMPROVEMENT</b>	<b>NOTIONAL LIFE</b>
Bath: Cast Iron	35
Pressed Steel	25
Fibre Glass	15
Shower Tray: Cast Stone or Ceramic	20
Fibreglass	15
Toilet	25
Kitchen sink	20
Storage or cupboards in bathroom and kitchen	15
Space or water heating	15
Thermostatic radiator valve	25
Insulation: Pipes	35
Water tank	15
Cylinder	15
Loft insulation	35
Cavity wall insulation	35
Draught proofing of external doors or windows	N/A
Secondary glazing	30
Single glazing window replacement	30
Rewiring	30
Provision of power/light fittings (including smoke alarm detectors)	10

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# **Safety and Security**

## **SAFETY IN YOUR HOME**

Most of the accidents which occur in the home can be avoided if you follow these simple rules:

### **Electricity**

- (a) Switch off appliances after use.
- (b) Make sure all plugs are wired correctly and that the whole flex, not just the leads, is gripped by the clamp in the plug and ensure that the correct fuse is fitted.
- (c) Check flexes regularly – never use damaged ones and do not run them under carpets or rugs.
- (d) Have your appliances services regularly.

### **Fire**

- (a) Keep matches away from children.
- (b) Use a guard in front of all fires where there are children or elderly people about.
- (c) Never leave a chip pan unattended. If you have to leave the kitchen, turn off the heat.
- (d) Do not hang clothes over or around fires, heaters or cookers.
- (e) Do not prop open fire doors or interfere with their closing mechanisms.
- (f) Close all doors at night.

### **If a Chip Pan Catches Fire:**

Turn off the heat, cover the pan with a damp cloth or lid to smother the flames. (A small fire blanket is useful).

### **If Someone's Clothing Catches Fire:**

Lay the person on the floor, roll them up in a rug or curtain to put out the flames and call an ambulance.

### **If Your Home Catches Fire:**

- (a) Close the door of the room where the fire started if you can.
- (b) Make sure everyone leaves the house.
- (c) Call the fire brigade.

### **Frost Precautions**

Before winter, check that all water pipes and tanks in the roof or outside are lagged, and report any that are not.

### **To avoid the possibility of freezing:**

- (a) Make sure taps are turned off at night.
- (b) If you have central heating, leave radiator valves slightly open or set the room thermostat to about 50°F (10°C) if you are out during the day.
- (c) Report any dripping taps or running overflows immediately.

### **If despite precautions the pipes freeze or you have a burst:**

- (a) Turn off main stopcock and switch the immersion heater off. (The main stopcock is usually under, or near, the sink. Check this when you move in).
- (b) Turn all hot and cold taps on, to drain as much water off as possible.
- (c) Report the problem to T.H.A. as soon as possible.
- (d) Keep the telephone number and address of a registered plumber in a handy place in case of emergency when the office is closed.

### **Falls**

Sixty per cent of deaths from accidents in the home are the result of falls. You can guard against this type of accident by following a few simple rules:

- (a) Do not polish under carpets or rugs.
- (b) Make sure stairs and landings are well lit and that they are kept clear.
- (c) Put guards at the top of the stairs and on upper floor windows if you have small children.
- (d) Wipe up any liquids spilt on the kitchen floor immediately.
- (e) Repair or cover any holes in your carpets or vinyl floors to avoid tripping.

- (f) Make sure your stair carpets are securely fixed.

### **Keys**

T.H.A. does not keep master keys to all dwellings so, if you lose your key and the lock has to be forced, you will be charged for the damage and replacement locks and keys.

### **Insurance**

Your Insurance: It is important to take out insurance on all your possessions in your home and also accidental damage to wash-hand-basins, W.C., bowls and bath. Insurance will pay for losses caused by fire, theft and flooding etc.

The cost of insurance is quite low compared with the money it may save you. The cost can be spread by paying weekly. Ask the Association for advice.

Our Insurance: T.H.A. is insured for injury or damage directly caused by our negligence, and are also covered for damage to any of our buildings where there is landlord liability.

### **Security**

- (a) When you go out, close all windows and lock both front and back doors.
- (b) Never leave your door key under the door mat or hanging on a string behind the letter box. Thieves always look in these places.

- (c) Some people leave a window open a few inches. Burglars find this useful too.
- (d) Check the identity of all callers before you let them in. Most T.H.A. officials and all staff carry identity cards. Ask to see them.
- (e) Always cancel newspapers/milk before you go away.

Further advice about protecting your home is available from the Crime Prevention Officer at your local Police Station.

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# **Energy Saving Checklist**

## Energy Saving Checklist

The Association recommends some simple steps to help you save energy, money and the environment.

- Visit the Energy Saving Trust website or telephone 0800 915 772 for free and impartial advice. Their website can be found at [www.ext.org.uk](http://www.ext.org.uk). Following their simple, straightforward advice could help you reduce the energy you use every day by 20%.
  - By simply reducing your central heating thermostat by 1 degree Celsius you could reduce your home heating bill by around 10% per year. You could save over £30 per year.
  - Avoid leaving electrical goods on standby or leaving mobile phones charging overnight, this wastes energy and money.
  - When using a kettle, only boil as much water as you need to, you don't need to fill it up every time. Make sure you cover the element of an electric kettle
  - Replace the washers in dripping taps immediately. A dripping cold water tap wastes valuable water resources. A dripping hot water tap wastes water and puts up your home heating costs.
  - Fit energy saving bulbs throughout your home, even for rooms that are used less frequently. Energy saving bulbs can save you close to £80 over their lifetime, they commonly last up to twelve times longer than standard tungsten filament bulbs.
- Also avoid leaving lights, including table lamps on when you are not using a room.
- At dusk close blinds and curtains, this helps reduce heat loss from your home and save you money on your home heating bill.
  - Try to gather up a full load each time you use your washing machine or tumble dryer. If you don't have a full load, try using the economy or half load programme.
  - Check the temperature on your hot water cylinder thermostat, you should not need to set it higher than 60 degrees Celsius.
  - When purchasing electrical appliances always look out for those with the best energy efficiency rating. Many manufacturers offer "A-rated" washing machines and dishwashers.
  - Check your central heating programmer, make sure it is timed to coincide with your lifestyle pattern. Sometimes programmers may be disrupted following power cuts, it is always sensible to check them after a power outage. Avoid leaving your programmer on "Constant" for long periods.
- We value your thoughts and opinions regarding energy savings and conservation, please feel free to contact either the Housing Support Officer or Property Services Officer with any suggestions you might have.

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**Useful  
Contacts**

# USEFUL ADDRESSES AND TELEPHONE NUMBERS

## **Triangle Housing Association**

60 Eastermeade Gardens  
Ballymoney  
Co Antrim  
BT53 6BD

Tel: 028 2766 6880

## **Department for Social Development**

Housing Division Headquarters  
Andras House  
Great Victoria Street  
Belfast

Tel: 028 9091 0100

## **Rates Collection Agency**

North East Regional Office:

Academy House, 121a Broughshane Street, Ballymena

Tel: 028 2566 4700

Southern Regional Office:

16 West Street, Portadown

Tel: 028 3839 6200

South Western Regional Office:

Boaz House, 15 Scarffe's Entry, Omagh

Tel: 028 8225 4777

North Western Regional Office:

Orchard House, 40 Foyle Street, Londonderry

Tel: 028 7131 9900

Eastern Regional Office:

Londonderry House, 21-27 Chichester Street, Belfast

Tel: 028 9025 2757

## **Women's Aid**

Advice/Support Centres:

Antrim

Tel: 028 9446 0516

Ballymena

Tel: 028 2563 2136

Belfast

Tel: 028 9066 6049

Coleraine

Tel: 028 7035 6573

Cookstown & Dungannon

Tel: 028 8676 9300

24 Hour Helpline:

Tel: 028 9033 1818

Northern Ireland Electricity

Tel: 08457 455455

**Telecare**

(For emergency repairs, outside normal working hours)

Tel: 0800 7313081

**Citizens Advice Bureau-**

**Belfast Branches**

211 Antrim Road

Tel: 028 9050 3000

6 Callender Street

Tel: 028 9050 3000

342 Newtownards Road

Tel: 028 9050 3000

179 Shankill Road

Tel: 028 9050 3000

8 Springfield Road

Tel: 028 9050 3000

208 Anderstown Road

Tel: 028 9030 1916

Antrim	10 High Street	Tel: 028 9442 8176
Armagh	9 McCrums Court	Tel: 028 3752 4041
Ballymena	28 Mount Street	Tel: 028 2564 4398
Ballynahinch	37a Dromore Street	Tel: 028 9756 3293
Banbridge	Scarva Street	Tel: 028 4062 2201
Bangor	Hamilton House, Hamilton Road	Tel: 028 9127 0009
Carrickfergus	65 North Street	Tel: 028 9335 1808
Coleraine	24 Lodge Road	Tel: 028 7034 4817
Cookstown	70 James Street	Tel: 028 8676 6126
Downpatrick	8 Irish Street	Tel: 028 4461 4110
Dungannon	Unit 5 Feenys Lane	Tel: 028 8772 5299
Fermanagh	2 New Street	Tel: 028 6632 4334
Glengormley	3 Ballyclare Road	Tel: 028 9084 4592
Holywood	Queens Hall, Sullivan Place	Tel: 028 9042 8288
Larne	49 Victoria Road	Tel: 028 2826 0379
Lisburn	50 Railway Street	Tel: 028 9266 2251
Londonderry	1 Guildhall Street	Tel: 028 7136 2444
Lurgan	Town Hall, Union Street	Tel: 028 3832 3571
Magherafelt	43 Queens Avenue	Tel: 028 7963 4562
Newcastle	Causeway Road	Tel: 028 4372 3824
Newry & Mourne	The Mall, Newry	Tel: 028 3026 2934
Newtownards	23 Regents Street	Tel: 028 9181 9257
Portadown	Town Hall, Edward Street	Tel: 028 3835 3260
Rathcoole	Dunanney Centre, Rathmullan Drive	Tel: 028 9085 2271
Strabane	17 Dock Street	Tel: 028 7138 2665

## **Northern Ireland Housing Executive**

All enquiries: 08448 920 900

Housing Benefit: 08448 920 902

## **Social Security Offices**

### **Belfast Offices**

#### **Andersonstown-**

35-37 Slieveban Drive, Anderstown

Tel: 028 9054 2700

#### **Corporation St-**

24-42 Corporation Street

Tel: 028 9025 1411

#### **Falls Road-**

19 Falls Road

Tel: 028 9054 2800

#### **Hollywood Road**

106 Hollywood Road

Tel: 028 9052 8900

#### **Knockbreda**

8 Upper Upperknockbreda Road

Tel: 028 9054 5600

#### **Shaftesbury Square Conor Building-**

107-111 Great Victoria Street

Tel: 028 9054 5500

#### **Shankill-**

15-29 Snugville Street, Shankill

Tel: 028 9025 1456

Antrim	Castle Street	Tel: 028 9442 6500
Armagh	Alexander Road	Tel: 028 3752 9777
Ballymena	Twickenham House, Mount Street	Tel: 028 2566 2700
Ballymoney	John Street	Tel: 028 2766 0100
Ballynahinch	Crossgar Road	Tel: 028 9756 0500
Banbridge	Castlewellan Road	Tel: 028 4062 0800
Bangor	Hamilton Road	Tel: 028 9127 9500
Carrickfergus	Davy's Street	Tel: 028 9335 1811
Coleraine	Artillery Road	Tel: 028 7034 1000
Cookstown	Fair Hill	Tel: 028 8676 8000
Downpatrick	9-11 Mount Crescent	Tel: 028 4461 1300
Dungannon	Thomas Street	Tel: 028 8775 4754
Enniskillen	Ishkeen Hse, Killyheblin Industrial Estate	Tel: 028 6634 3333
Foyle	Asylum Road	Tel: 028 7131 9500
Kilkeel	Newry Street	Tel: 028 4176 1400
Larne	59 Pound Street	Tel: 028 2826 3200
Limavady	9 Connell Street	Tel: 028 7776 0500
Lisburn	71 Bow Street	Tel: 028 9262 3399
Lisnagelvin	2 Crescent Road	Tel: 028 7131 9300
Lurgan	Alexander Crescent	Tel: 028 3831 5600
Magherafelt	31 Station Road	Tel: 028 7930 2000
Newcastle	Valentia Place	Tel: 028 4372 1600
Newry	28 Canal Street	Tel: 028 3026 5522

Newtownabbey  
Newtownards  
Omagh  
Portadown  
Strabane

39 Church Road  
East Street  
Mountjoy Road  
140 Jervis Street  
Urney Road

Tel: 028 9025 0888  
Tel: 028 9181 2581  
Tel: 028 8225 4222  
Tel: 028 3839 7200  
Tel: 028 7138 1000