

Comhairle Contae Ros Comáin Roscommon County Council



ROSCOMMON COUNTY COUNCIL

This Handbook clarifies Tenant and Council responsibilities and provides guidance on good housekeeping

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INTRODUCTION

Roscommon County Council welcomes you as a Tenant and hopes you enjoy many happy years in your new home. This Handbook clarifies Tenant and Council responsibilities, provides useful guidance on good housekeeping and useful Tenant information. The Handbook is a general guidance document and where appropriate may refer you to other documents for full details on a particular topic. A list of contact telephone numbers, including emergency numbers, is also provided at the back of the Handbook.

TENANT APPOINTMENT

Once your application for a Council house has been successfully processed you will be invited to attend a meeting with the Council (Allocations Team) to appoint you as a Tenant. This is a straight forward process that involves the following:

- You pay the required non-refundable deposit
- The terms and conditions of the Tenancy Agreement are explained to you by Council staff
- You sign the Tenant Agreement
- A copy of this Tenant Handbook is provided to you by Council staff
- An orientation meeting with the Council's Housing Caretaker is scheduled as soon as possible after moving into your new home, please ensure you keep this appointment

TENANCY AGREEMENT

The Tenancy Agreement is the legal contract between you (the Tenant) and Roscommon County Council (the landlord). It specifies the terms, conditions, rules and responsibilities that govern your tenancy. Please keep your Tenancy Agreement in a safe place as you may wish to refer to it from time to time. Some of the key terms and conditions of the Tenancy Agreement to note are outlined below:

- Tenant must reside in the dwelling provided on a full-time basis and must not reside at any other dwelling. In particular, Tenants must not cease to reside in the dwelling for more than 6 weeks in any one year without prior written approval from the Council.
- Tenant must pay rent in full every week or month as agreed.
- When requested by the Council, Tenant must provide full details of all household income and circumstances by completing and returning the Council's *Rent Review Form*.
- If household income or circumstances change (i.e., your income increases or decreases, or the number of household members increases or decreases), changes must be notified to the Council within one month.
- Tenant must not cause any damage to the dwelling and must keep the dwelling in a clean and proper state.
- Tenant must dispose of waste regularly by using a licensed waste collector or authorised recycling centre.
- Tenant must not cause any nuisance or allow any refuse or offensive matter to accumulate within the curtilage of the dwelling site.
- Tenant must not cause or commit or allow any member of the household or any person visiting the premises or housing estate to cause or commit any form of nuisance or engage in conduct likely to cause a nuisance, annoyance or disturbance to any other resident.
- Tenant can keep domestic pets (two only, dog or cat) provided they are kept under control by the owner and provided the animal is not listed as a dangerous breed as specified in the Tenancy Agreement. Note; if you have a dog, you must have a dog licence and your dog must be microchipped.
- Tenant must seek written permission from the Council to make any alterations to the property or garden.
- Tenant must not use the house, garden or shed as a shop, workshop, factory or business premises.

- Trading signs of any description shall not be erected or displayed on or about the premises.
- It is not permitted for any person to reside in a Council house without the prior consent of the Council. A Tenant cannot assign, sub-let, sub-divide or let the premises to another person.
- Tenants must give the Council **four weeks' notice in writing** if they wish to surrender their house.

Please keep your Tenancy Agreement in a safe place as you may wish to refer to it from time to time. Failure to abide by the terms and conditions of the Tenancy Agreement may result in termination of your tenancy and repossession of your home by the Council. It may also exclude you from access to Social Housing and social welfare payments in the future.

MOVING INTO YOUR NEW HOME

Please carry out the following tasks when moving into your new home:

- Note the final electricity meter reading at your previous address and note the initial electricity meter reading at your new address.
- Contact the relevant service providers for gas and electricity to check that you are connected and that the account is in your name.
- Contact your local refuse company to order a 'wheelie bin' or advise them of your new address if you
 already have a bin (check the bin collection day for your new address). Please retain payment records
 as they will be needed to prove to the Council that you are using an authorised waste collection
 service.
- Arrange for phone and/or cable TV connection with providers, as required.
- Notify your change of address to An Post and other relevant persons.
- Arrange insurance for household contents (e.g., your furniture, furnishings, clothing and personal belongings). Note; Roscommon County Council will insure the structure of your new home but **does not insure any contents** against fire, theft, vandalism or accidental damage such as flooding.

Prior to letting of a dwelling, the Builder will complete a snag list and following this, keys are given to tenants upon signing of their tenancy agreement. Within a 3-month moving in period any issues / teething problems with the house should be reported to the Council, failure to do so may result in un-reported repairs becoming tenant responsibility to rectify.

RENT - Frequently Asked Questions

Answers to frequently asked questions about rent are outlined below. You can also call the Council if you have a specific enquiry; it is important to state your account number when calling.

How can I pay my rent?

Payments can be made by the following methods:

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Household Budget	Sign a form allowing Social Welfare to pay your rent directly to the Council by			
Scheme:	deducting it from your weekly Social Welfare payment.			
Banker's Standing Order	Complete a Banker's Standing Order Mandate in your Bank or submit a completed			
Direct Debit:	form to the Council and the Council will forward it to your Bank on your behalf. Rent			
	is paid directly to the Council from your account.			
Roscommon County	By signing up to this App you can pay your rent, check your balance and view rent			
Council Customer App	statements from the comfort of your own home			
Billpay:	 Pay your rent at any Post Office by using your Billpay Payments Card. You can order a Billpay Payments Card from the Council. There are 3 methods of payment available to customers using Billpay: Pay over the counter at your local Post Office. Pay using post Points; these are available at some retail shops. Contact your local post office or the Council for further details. Pay online using a Credit Card, Debit Card or Laser Card by logging onto www.billpay.ie. Note; if you lose your Billpay card a €10 card replacement charge will apply. 			
Credit Transfer Wages	Ask your employer if this option is available. Rent is paid directly to the Council from			
Deductions	your wages.			
In person at the Council's	Pay in person at the Payment Office, Roscommon County Council, Áras an Chontae,			
payments office:	Roscommon.			
By Cheque/Postal Order/	Post payment to the Payment Office, Roscommon County Council, Áras an Chontae,			
Money Order:	Roscommon F42 VR98 (please put your name and account number on the back of the			
	cheque).			
Bank Giro Book:	A lodgement book is issued to you by the Council (Finance Office). Pay your rent at			
	your local bank by filling out a lodgement slip from the lodgement book.			

How is my rent calculated?

The Council calculates your rent based on household income and the Council's Differential Rent Scheme; please see the Council's website for details of the scheme. The Council will also issue you with an annual statement of your account.

What happens if a Tenant fails to return the Rent Assessment Form or fails to notify the Council of change in income or circumstances?

It is always in the Tenant's best interest to return all *Rent Assessment Forms* and to notify the Council of any change in income or circumstances. If a Tenant fails to return the *Rent Assessment Form* or fails to notify the Council of any change in income or circumstances, rent is assessed based on the best information available to the Council. However, any rent amount owed by the Tenant will be back-dated to the date when income and/or circumstances actually changed. This could generate significant arrears which must be paid by the Tenant.

What happens if a Tenant fails to pay rent in part or in full and falls into arrears?

If you are finding it difficult to pay your rent, you should contact the Council (Rents Section) as soon as possible; ignoring the problem will only make matters worse in the long run. A payment plan can be put in place to clear your arrears on a phased basis. You will also be required to commit yourself to the terms and conditions of the payment plan by signing a formal agreement. It is critical that you abide by the terms and

conditions of the plan. In the majority of cases the payment plan will involve payment of your weekly or monthly rent plus a contribution towards the arrears on your account.

Non-payment of rent is a serious breach of the Tenancy Agreement. If this occurs, you should contact the Council (Rents Section) immediately to regularise your situation. Failure to keep up-to-date with rent payments may cause you to lose your home and become homeless. It may also exclude you from access to Social Housing in the future.

Does the Council take Tenants to court?

The Council will make reasonable efforts to engage with you to discuss and address any arrears. However, if a Tenant refuses to engage or agree to a reasonable payment plan or does not abide by the terms of an agreed plan, the Council will issue a Tenancy Warning. If the terms of the Tenancy Warning are not complied with by the Tenant, the Council will make an application to the District Court to repossess the dwelling. This may lead to court action and possible eviction. If children are affected by an eviction, the Health Service Executive must also be informed.

Where a Tenant is evicted and rendered homeless for non-payment of rent, the Tenant remains responsible for the arrears and legal costs incurred and would not be eligible for Social Housing in the future until such time as the outstanding arrears and legal costs are paid in full.

At all stages of the arrears process you will be encouraged to engage with staff from the Council (Rents Section) to make suitable arrangements to resolve the situation. The Money Advice and Budgeting Service (MABS) is available to provide you with the help you need to get out of debt and manage your spending (see contact details at the back of this handbook). The Council's Tenant Liaison Officer is also available to advise the Tenant, as appropriate.

REPAIRS AND MAINTENANCE – Tenant Responsibilities & Duties

The Council is generally responsible for the structural elements of the dwelling while the Tenant is responsible for the day-to-day maintenance and general upkeep of the dwelling and agrees to keep it to a good standard. By signing the Tenancy Agreement, the Tenant accepts responsibility for items identified in this Handbook as Tenant responsibilities and duties and as outlined hereafter:

Tenant Responsibilities – Internal Building

- 1. Repairs to electrical appliances or components not provided by the Council.
- 2. Replacing light bulbs and fuses.
- 3. Testing and replacing batteries in smoke and carbon monoxide alarms and regularly check alarms to ensure they are working.
- 4. Repair of minor 'normal shrinkage' plaster cracks.
- 5. All internal painting and decoration, including painting / decorating following a leak.
- 6. Repair and replacement of floor finishes.
- 7. Repairs to curtain rails and window boards.
- 8. Repairs to internal joinery e.g., window boards / sills, skirting boards, architrave etc., internal doors, door handles, hinges and locks.
- 9. Maintain kitchen/utility units and cabinet hardware. Repair or replace countertop, plinths, kickboards, doors, drawers, hinges, locks and handles, if required.
- 10. Replacing and cost of replacing of lost or stolen keys and/or locks for the dwelling.
- 11. Repairs to doors, windows, fixtures and fittings damaged as a result of illegal entry (burglary), larceny or theft.
- 12. Cleaning and repairs arising from condensation damage.
- 13. Clearing air locks in radiators (bleeding the radiators), water supply and heating system.
- 14. Maintaining adequate water supply and adequate pressure in heating system.
- 15. Repairing or replacing broken, damaged or leaking taps or shower head fittings.
- 16. Repairing or replacing broken, damaged or leaking sanitary ware.
- 17. Replacing or repairing ballcocks in toilets or storage tanks.
- 18. Replace or repair to toilet seats or handles.
- 19. Unblocking blocked service lines and wastewater pipework.
- 20. Replacing fire bricks, grate, glass panels, handles, hinges, seals, ropes etc in stove / range.
- 21. Repairs to room heaters.
- 22. Repairing or replacing hearth and fireplace surrounds.
- 23. Cleaning chimneys twice annually if primary heating system or once annually if secondary heating system, receipt to be made available to Council if requested.
- 24. Maintaining and cleaning and annual servicing of heating system by a qualified/certified service provider applies to all type of heating systems, including but not limited to oil fired boiler, gas boiler, back boiler, stove, range, storage heaters and air-to-water systems.
- 25. The cost of repairs undertaken by the Council as a result of wilful or malicious damage or damage resulting from gross negligence.
- 26. You are advised to insure the contents of your home.
- 27. Tenant is responsible for charges relating to call out by fire brigade.
- 28. Regular removal of domestic refuse [evidence of receipts or letter from Waste Disposal Collector may be requested by the Council at any time].
- 29. Rodents / Pests: ensure infestation is not caused by your actions and arrange pest control services immediately if infestation occurs.

Where it is the Tenant's responsibility to arrange for any plumbing or electrical repair works, the works must be carried out by a qualified and competent Contractor. Where such a Contractor carries out repairs in a Council dwelling, the name and the business address of the Contractor shall be sent to the Council together with a brief description of the works carried out.

Tenant Responsibilities – External Building

- 1. Cleaning gully traps, aco drains and grease traps.
- 2. Preparation and painting external surfaces including minor repairs where necessary.
- 3. Replacement of broken or damaged window or door glazing.
- 4. Repairs to opening/locking mechanisms in windows and doors.
- 5. Draught proofing of door and windows.
- 6. Cleaning leaves and debris from gutters and downpipes.
- 7. Providing and fitting chimney cowl, if required.
- 8. Providing and maintaining wall vent covers if required.

Tenant Responsibilities – External Site

- 1. Maintaining clear access to service valves and chambers at all times and providing access keys, as applicable.
- 2. Maintenance to and repair or replacement of gates, fences and boundary walls.
- 3. Cutting grass and maintaining all outside areas in a neat and tidy manner.
- 4. Maintenance and repair of footpaths, driveways, entrances including repairing holes and cracks.
- 5. Oil spills on driveways must be cleared and cleaned immediately.
- 6. Maintain trees, hedging and other planting (including branches overhanging the boundary) and ensure that foliage does not encroach into neighbours' gardens, the road or footpath and cause nuisance or impede pedestrians and other road users. NOTE: cutting of hedges and trees is only permitted at certain times of the year
- 7. Maintenance and de-sludging of septic tank, as applicable and servicing of pumps.
- 8. Unblocking blocked service lines and drains within boundary wall contact Irish Water if blockage is outside your boundary.
- 9. Maintenance and repair of storage/garden sheds, if provided.
- 10. Repairing or replacing outdoor taps.

Access for Inspection and to Carry Out Works

- 1. You must allow agents or contractors employed by the Council to enter and inspect the premises at all reasonable times for the purpose of inspecting the condition of the premises and for the purpose of carrying out necessary repairs or other works to the premises or to any adjoining property. Agents or contractors will arrange an inspection with the tenant in advance by phone, however if contact cannot be made with the tenant the agent or contractor may call to the dwelling without an inspection date or time agreed.
- 2. If Council employees or Contractors are working in your home, you must make sure that all residents/visitors, especially children and pets, stay clear of the works area.

Works Carried Out by the Tenant

- 1. Tenants must seek permission in writing, prior to erecting any shed, outhouse etc., or making any alterations to the garden or site boundary.
- 2. Tenants shall obtain prior approval in writing before planting trees, large shrubs or hedging.
- 3. Tenants must seek permission in writing prior to making any material changes to the dwelling.
- 4. TV aerials and satellites dishes being fitted to the dwelling should comply with Planning Acts and Regulations and be professionally fitted. In particular, external aerials and dishes must not be mounted on the front face of the building. Redundant aerials and dishes must be removed promptly.

General Maintenance Carried out by the Tenant

- 1. Dwellings must be maintained in a neat and tidy manner internally and externally.
- 2. Heating system and other appliances must be serviced annually by a qualified/licensed service provider; records of servicing must be submitted to the Council as proof of maintenance, as soon as possible after service has taken place.
- 3. Where applicable, septic tank must be de-sludged annually by a qualified/licensed service provider; records of servicing must be retained for 5 years and made available to the Council as proof of maintenance, as requested.
- 4. Tenant must provide for proper management of household waste and pest control, as required.
- 5. Only use home heating oil (kerosene) from an approved/licensed supplier in oil fired burners provided; never raise or tilt oil tanks or move your oil tank or burner from its original location and contact the Council immediately if you suspect an oil leak.

REPAIRS AND MAINTENANCE – Council Responsibilities

If an item in your home is damaged or not working properly you should first check if the problem is a Tenant responsibility. You may do so by checking the list on previous pages or calling the Maintenance Hotline if you are unsure.

If the problem relates to a Council responsibility as outlined below, you should report it to the Council by calling the **MAINTENANCE HOT LINE on (090) 663 7245 or email <u>housing@roscommoncoco.ie</u> Email should not be sent directly to individual staff email accounts. Any obvious hazards should also be reported to the maintenance hot line number.**

When a request for maintenance works is made by the Tenant, the Council will determine if it is responsible for the problem and advise the Tenant accordingly. Where a problem is deemed to be a Council responsibility, the Council will arrange for repair works to be carried out. Repair works are prioritised on the basis of the nature and impact of the reported problem.

Note: rent is automatically checked when a request for maintenance is made to the Council and maintenance works, or improvement works may not be carried out if your rent account is in arrears.

If the Council is required to carry out works that are the responsibility of the Tenant in order to protect the dwelling from further damage, the Tenant will be informed of the cost of the works; the cost will be added to the Tenant's rent; and a payment plan will be put in place to address the cost. The same shall apply where works are necessary as a result of the wilful neglect of the Tenant or malicious damage.

At its discretion, the Council may also carry out general repairs and maintenance works in response to normal wear and tear. Any such works do not affect or reduce the Tenant's responsibilities in relation to maintenance of the property.

Council Responsibilities – Internal Building

- 1. Structural repairs to walls, floors and ceilings.
- 2. Structural repairs to joinery and staircase.
- 3. Repairs due to damage caused by wet or dry rot.
- 4. Repairs to electrical wiring system caused by fair wear and tear.
- 5. Fire damage repairs (excluding re-decoration).
- 6. Repair of waste pipes inside the dwelling (not unblocking).
- 7. Fixing burst or damaged water supply and service pipes.
- 8. Heating system repairs/replacement caused by fair wear and tear (excluding repairs caused by lack of annual servicing).
- 9. Maintaining air/ground source electrical heat pump systems.
- 10. Repair or replacement of immersion tank/heater and water tanks caused by fair wear and tear.
- 11. Repair or replacement of electric showers (provided the shower was installed/provided by the Council).
- 12. Repair of wired mains smoke detectors installed by the Council.

Council Responsibilities – External Building and Site

- 1. Repairs to plaster, brick and block work, repairs to external walls
- 2. Repairs to windows/sashes and doors/frames (excluding glazing and opening/locking mechanisms)
- 3. Roof and chimney repairs
- 4. Repairs (not cleaning/clearing) to fascia's, soffits, gutters and downpipes due to normal wear and tear
- 5. Fixing burst or damaged water supply and service pipes

Significant storm damage; damage arising from burst pipes, fires or oil leaks; or other damage that poses a serious or escalating threat to residents, the building or the environment should be notified to the Council immediately.

ELECTRICAL HEAT PUMP SYSTEM – Basic Information

The Heat Pump is designed to run or kick in automatically when the temperature within the dwelling drops below the desired set temperature.

Once the desired temperature is set it should be left and not altered as this will ensure the most economical running of the heat pump.

If the temperature is constantly increased/decreased, then the heat pump will run or kick in more frequently. This will result in greater operating costs and higher electricity bills for you. In warmer weather the temperature may be decreased but <u>do not turn off</u>.

- When the desired temperature is reached within the dwelling the heat pump will automatically turn off and the radiators will cool down.
- When the temperature within the house drops below the desired set temperature the heat pump will run or kick in automatically and heat up the radiators (radiators will be warm, system designed to run at low temp)
- Also, the heat pump will automatically run or kick in periodically every 21 days to heat the hot water in the cylinder to minimum 60°C.
- Do not bleed radiators, this may cause an airlock, radiators will stop working.

If there is an issue with the heat pump system, please contact the maintenance hotline on 090 663 7245.

Air to water heating systems require annual service to ensure that all the mechanical connections are sound, settings are at their optimum and that the heat collector is working properly.

Roscommon County Council are responsible for the servicing of electrical heat pump heating systems. Dwellings with these systems shall have an additional nominal charge included in the rental payment to cover maintenance costs associated with the electric heat pump system.

TENANT SAFETY & GOOD HOUSEKEEPING

The following advice on safety and good housekeeping is included for the benefit of Tenant and the wider community. Please respect your neighbours and behave in a safe and considerate manner at all times.

Fire Safety

- Flammable or explosive materials, gas bottles or any other material or substance that may render void any building insurance policy/policies or may cause an increase in the premium/premiums payable on any such policy/policies must not be stored in the premises.
- Regularly test smoke and carbon monoxide alarms and replace smoke alarm batteries, as required.
- Storage heaters must not be blocked or covered.
- Never leave cookers, open fires, candles or room heaters unattended.
- Keep matches and flammables out of the reach of children and do not leave young children unattended.
- Clean your chimney as recommended (see section on Tenant responsibilities).
- Use secure fireguards with open fires.
- Never smoke in bed.
- Close internal doors at night (to contain fire and smoke in the event of a fire).
- Do not leave festive lights on overnight or while unattended.
- Do not block air vents, flues or chimneys.

In the event of a fire, get out, stay out and dial 999 or 112 immediately.

Electricity

- Locate your fuse board and label switches so power can be switched off in an emergency.
- Ensure all appliances are installed by qualified individuals.
- Ensure all appliances are serviced by qualified individuals and in accordance with manufactures' instructions.
- Switch off appliances when not in use (e.g., dishwasher, immersion heater, electric showers, etc.); unplug appliances not in use at night (e.g., kettles, toaster, chargers, etc.).
- Never overload electrical sockets.
- Locate and avoid underground cables when digging or planting.

Gas and Gas Leaks

- Know the location of the shut off valve for the gas supply to the boiler and cooker.
- Do not tamper in any way with gas boiler or any gas appliance.
- Make sure that wall vents in rooms with open gas fires are fully open at all times.
- If you smell gas;
 - ensure gas appliances haven't been left on and unlit;
 - o don't smoke or use a naked flame;
 - o don't unplug or switch anything electrical on or off;
 - open windows or doors; and
 - if the appliances are off but the smell persists, turn off the gas supply at the main meter and contact Bord Gáis.

Managing Condensation

Condensation occurs when warm moist air meets a cold surface and is the main cause of dampness and mould growth in dwellings. Mould growth in turn can reduce air quality, cause unpleasant smells and unsightly discolouration of walls, ceilings and even floors. Condensation is usually worse in winter because

building surfaces are colder and moisture can't escape the building as easily (door and windows typically remain closed).

Condensation occurs in and near bathrooms and kitchens because of the steamy atmosphere generated by showering/bathing and cooking. It can also occur over long periods in unheated bedrooms, wardrobes, cupboards or corners of rooms where ventilation and air movement is poor.

Please take the following precautions in order to minimise condensation problems:

- Close doors to confine moisture generated in kitchens and bathrooms and use extractor fans and open windows to expel moisture generated by cooking and showering/bathing.
- Air dry clothes on an outside line, if possible.
- Ventilate your clothes dryer through an outside wall.
- Avoid drying very wet clothes on radiators.
- Do not air-dry cloths indoors unless there is an adequate heat source and good ventilation.
- Plaster work in new buildings take time to dry out; additional heat, ventilation and mould management may be necessary over the first few winters.
- Provide adequate and consistent heat throughout the day and throughout the building.
- Clean any visible mould immediately using diluted bleach (1 part bleach to 4 parts water) or proprietary mould removal products.
- Provide some ventilation to all rooms so that moist air can escape; improve general ventilation by leaving windows in the locked open position.
- Limit use of moveable heaters (these heaters tend to release moisture).
- Make sure there are no leaks in your plumbing (water supply and heating system).

Plumbing & Leaks

Reduce the likelihood and/or impact of leaks by taking the following precautions:

- Know the location of the stopcock in the kitchen and/or outside the house.
- If a water supply pipe bursts, turn off the main water supply to the dwelling; place a bucket or container under the leak, if possible, and drain down the attic storage tank by turning on all taps.
- If leaking water could damage electrical wiring, turn off your electricity at the fuse board.
- If you are going on holidays, make sure the main water supply (stopcock) to your dwelling is turned off before your leave.
- When the house is unoccupied in very cold weather make sure to leave background heat on (or set the timer to come on for a few hours each day/night) to prevent pipes from freezing.
- To help prevent pipes freezing in severe cold weather, open your loft trap door to allow some warm air from other parts of the house to circulate into the loft.
- Check for water supply leaks by monitoring your water meter readings.
- Check for heating system leaks by monitoring the heating pressure gauge; should retain residual pressure (should not fall to zero) when the heating system is not in use.

Service Pipes

Protect the drains from fats, oils and grease by observing the following Dos and Don'ts.

- **Do** wipe and scrape plates, pans and utensils into bin before washing.
- **Do** collect all used cooking oil in a suitable container and arrange for its collection by authorised waste collector.
- **Do** use a strainer over sink plug holes and empty the strainer into a suitable bin.
- **Do** mop up grease spills with kitchen towel and put in an appropriate bin.
- Don't put fats, oils or grease down the sink.
- Don't put food scrapings into the sink.

Don't try to dissolve fats, oils or grease by pouring harmful chemicals down the sink.

Vehicles & Parking

Please be considerate when parking at your dwelling (this applies to all household members and visitors to your dwelling):

- Obey the rule of the road at all times.
- Do not park or drive on open/green public spaces, footpaths or grass verges.
- Do not park caravans, motor-homes, commercial vehicles, boats/trailers within the boundary of your home, on public/communal parking spaces or on the roadway.
- Do not store motorised vehicles or motor equipment on your premises or on shared/public areas.
- Do not park un-roadworthy or illegal vehicles within the boundary or general vicinity of your home.
- Please contact your local Garda Station if you suspect a car has been abandoned in the vicinity of your home.
- Do not build a driveway or hard standing or modify boundaries without the Council's permission.
- Do not carry out vehicle repairs on the public road.
- Do not cause an obstruction that could affect access of emergency services.
- Do not block anyone's gate or driveway.

Waste Management

- Reduce your waste (reduce, re-use and recycle).
- Compost your waste, as appropriate.
- Dispose of hazardous materials properly (check the Council website for information on Civic Amenity Centres within the County).
- Only use an authorised waste collection provider (proof of payment may be required to confirm proper disposal of household waste); all authorised providers hold a waste collection permit and offer both recycling and general waste collection services.
- It is an offence to place domestic waste in a public litter bin.
- Dumping waste and back yard burning of waste are illegal practices.
- Clean up after your dog; dog fouling is a litter offence.

Energy & Environment

- Choose low energy rated appliances.
- Turn off appliances when not in use.
- Use sustainable modes of transport.
- Conserve water.
- Learn to operate your heating system correctly.

ESTATE MANAGEMENT

Estate Management plays a central role in the creation of vibrant, sustainable communities and pride of place. The Council recognises that neighbourhoods belong to the residents and that residents understand their neighbourhood better than anyone. Hence, resident involvement in estate management is vital for community spirit as well as the physical, social and recreational development of the estate.

As a Tenant and resident, the Council wants you to participate and have a say in the day to day running of your estate. Please join your resident's association and help make your estate a better place to live. If there is no resident's association in your area and you and your neighbours are interested in establishing one, please contact the Council (Tenant Liaison Officer).

What is a Nuisance?

A nuisance is inconsiderate behaviour that causes others to suffer; it is not usually aimed at any one person in particular and is often the result of a general lack of awareness. The term *nuisance* is applied to various types of conduct which are considered to be less serious than anti-social behaviour. Examples of a nuisance might include:

- Failing to adequately control a pet
- A poorly maintained garden
- Accumulation of litter
- Minor noise pollution
- Family arguments affecting neighbours
- Minor verbal harassment

Maintaining Neighbourly Relations

A host of issues can arise between neighbours which in turn may give rise to minor disputes. In many cases the offending neighbour may not be aware that their actions are causing a nuisance. If this is the case, you may be able to resolve the problem quickly and without distress by simply speaking to your neighbour and drawing their attention to the matter in a tactful manner. This is generally the best approach. If you happen to be the 'offending neighbour,' resist the temptation to become stubborn and defensive and try to see the other point of view. It is in everyone's interest to maintain good neighbourly relations.

Anti-social Behaviour

Anti-social behaviour can cause significant distress and can negatively impact the mental and physical health of individuals as well damaging the wider community. Examples of extreme anti-social behaviour might include:

- Drug dealing
- Assault
- Violence (including domestic violence)
- Harassment (including racial harassment)
- Intimidation

The following less extreme behaviour is also regarded as Anti-social behaviour:

- Frequent serious disturbances
- Vandalism
- Damage to property
- Making unreasonably loud noise
- Verbal harassment
- Blocking access to common areas or entrances (illegal parking)
- Dumping waste

As a Tenant, you have an obligation to ensure that neither you nor any member of your household nor any visitor to your home, engage in anti-social behaviour of any kind. Engaging in anti-social behaviour is a serious breach of the Tenancy Agreement; it may result in termination of your tenancy and a withdrawal of any entitlement to social housing in the future. A copy of the Council's Anti-social Behaviour policy is available on the Council's website.

Reporting Anti-Social Behaviour

Regardless of where it occurs, you should contact the An Garda Síochána if you are a victim of anti-social behaviour or have witnessed anti-social behaviour. You should also notify the Council in writing (using the *Complaint Form* available on the Council's website <u>www.roscommoncoco.ie</u>) and include the following (information is kept in confidence):

- Nature and details of the incident
- List of times and dates when incidents occurred
- Details of any witnesses
- Supporting evidence of the incident from any other sources
- Photographic evidence (if available)

The Council may intercede in anti-social behaviour cases as the behaviour is likely to involve a breach of the Tenancy Agreement; however, <u>the involvement of An Garda Síochána will be required first and foremost in the majority of cases</u> as the behaviour is likely to involve a breach of the peace and/or an illegal activity. While the Council may not have the legal authority to deal with many incidents of anti-social behaviour, it will support victims of anti-social behaviour and liaise with other agencies on their behalf in an effort to bring about a resolution.

Please also note that where complaints are deemed to be malicious or fraudulent, the complaint will be dismissed and action may be taken against the person making the malicious or fraudulent complaint.

CHANGE OF CIRCUMSTANCES

Changes in your household income or circumstances may cause you to reconsider your housing needs. The answers to the following frequently asked questions outlining available housing options and services may be of interest and assistance.

Can I transfer to another Council house?

After a minimum of two years, a Tenant may apply to transfer to a different Council house by completing a *Transfer Application Form* (available from the Council or the Council's website <u>www.roscommoncoco.ie</u>). The reason(s) for the transfer request must be clearly stated in the application. Transfers will only be considered where;

- the transfer makes the best use of the relevant properties;
- the transfer is required to satisfy the special needs of a household member;
- your rent has been paid in a timely and consistent manner;
- you have complied with your Tenancy Agreement;
- you have maintained your Council home in good condition;
- you have complied any previous Tenancy Agreements with any other Housing Authority; and
- you have no record of anti-social behaviour in the previous two years.

If your application is approved, you will be added to the transfer list for the appropriate area and/or house type. It is not possible to say how long you may have to wait before being transferred; this depends on many factors including the demand for and availability of houses in your chosen area.

Will the Council alter my home to facilitate unanticipated special needs?

Subject to available funding under the Disabled Persons Grant Scheme and when required to accommodate a person with a disability, the Council may carry out certain adaptation works. The *Local Authority Housing Adaption Grant for People with a Disability Form* is available from the Council (Grants Section). This form should be completed and submitted to the Council if you wish to make an application for adaptation works.

Will the Council extend my house if it becomes too small?

Where overcrowding exists, you will be required to apply for a transfer to a larger house in most cases. At its sole discretion, the Council may increase the size of an existing house where;

- there is insufficient space to accommodate the household within the existing house footprint by altering the internal layout;
- the site is capable of accommodating a suitable extension;
- overcrowding clearly exists and is likely to exist for the foreseeable future;
- it is more economical to extend the dwelling than propose alternate accommodation; and
- the required resources and funding are available to carry out the works.

Can I change my name on my Tenancy Agreement?

Please contact the Council to discuss your situation. The Council may agree to change your name on your Tenancy Agreement subject to provision of proof of your name change, which may include:

- Marriage Certificate
- Divorce Decree
- Legal Notification, e.g., changes by Deed Poll

What is meant by a 'joint tenancy'?

A joint tenancy is a Tenancy Agreement between the Council and more than one person (usually two people). Where a dwelling is allocated to a household that includes a spouse or partner, a joint tenancy will be created

unless the Council decide otherwise. In other cases, joint tenancies may be created where it is considered appropriate by the Council.

What happens if my spouse/partner is the Tenant and he/she dies or leaves?

When a Tenant dies or leaves, tenancy will normally pass to the remaining spouse or partner. A new Tenancy Agreement is executed to reflect the change in circumstances. When a Tenant leaves the dwelling, she/he must formally surrender her/his right of tenancy.

What happens to the tenancy if my parents are the joint Tenants and they die or leave?

Where one parent dies or leaves the dwelling, the remaining Tenant will continue as Tenant taking on sole rights and responsibilities of the tenancy. Where both parents die or leave the dwelling, the tenancy will normally pass to the son, daughter or other household member providing that he/she was declared as a household member for rent purposes and lived in the dwelling for at least one year.

You should not assume that you have an automatic right to succeed/inherit a tenancy. Decisions will be made on a case-by-case basis and will consider a number of factors including; the condition of the dwelling; compliance with the Tenancy Agreement; and rent payment record. In particular and to ensure the best use of the housing stock, the Council may offer alternative accommodation more suited to your housing needs.

Can I buy my Council home?

Subject to conditions, you can only purchase your home if the Council has deemed the property eligible for purchase by the Tenant. Not all Council houses are deemed to be eligible for purchase. In particular, the following dwellings are not available for purchase:

- Apartment, flats, maisonettes and duplexes
- Houses specially designed for older persons
- Houses designed for a person with a disability
- Traveller-specific housing and Traveller group housing
- Demountable units
- Houses acquired under Part V
- Houses not listed as being eligible for purchase

You may apply to buy your Council dwelling under the *Tenant (Incremental) Purchase Scheme* if you meet the following conditions:

- You must be in receipt of social housing support for at least one year.
- You must have an annual income of at least €15,000; of which 50% must be from employment.
- There must not be a history of anti-social behaviour associated with you or any household member (this will be checked with An Garda Síochána).
- You must not have been behind in your rent or any Council charge for more than 12 weeks in the past three years or if you were, you must have agreed a payment plan with the Council and abided by the terms and conditions of the plan.
- You must not have previously bought a house under a *Tenant Purchase Scheme*.
- You must agree to live in the house for as long as you own it.

Please contact the Council (Tenant Purchase Section) for further details on the Tenant Purchase Scheme.

Can I surrender my house and buy a private house?

The *Mortgage Allowance Scheme* is designed to assist you should you wish to surrender your Council home and acquire a private house. Under this scheme, an allowance is paid to the lender (on your behalf) in instalments over a five-year period. The allowance is deducted from your mortgage and your mortgage

repayments are reduced accordingly. Please contact the Council for further details of the Mortgage *Allowance Scheme* and other available home loan options.

TERMINATION OF TENANCY

You may decide you wish to end your tenancy with the Council. Please contact the Council for any information you may need before making your final decision. When you leave a Council property you are giving up all rights and entitlements to the property and the Council will not be responsible for your future housing needs. The following procedure applies when a tenancy is being terminated:

- You must submit a formal *Surrender of Tenancy Form* (available from the Council) to the Council four weeks in advance of the proposed termination date; four weeks rent may be charged from the date of notification of termination where less than four weeks' notice is given.
- You should contact utility companies (phone, power, waste collection, etc.) and close/transfer accounts, as appropriate.
- The Council will inspect the property and identify any repairs you may be responsible for.
- You must surrender the dwelling in good condition; otherwise, you shall be responsible for the cost of returning the property to a satisfactory condition and said costs must be paid by you to the Council.
- You shall remove all personal belongings and make good any damage caused by removal of furnishings and fittings; all items provided by the Council with the dwelling shall remain in place.
- The Council shall not be responsible for the storage or retention of any personal belongings not removed by you before the date of termination of tenancy.
- You must secure the dwelling and return the keys to the Council within 24 hours of vacating the premises.

USEFUL CONTACTS & SOURCES OF ADDITIONAL INFORMATION

Housing matters are treated as confidential and can be discussed in private with experienced housing staff

Roscommon County Council	Housing Business Unit:	090 663 7230	
Housing Business Unit	Maintenance Hot Line:	090 663 7245	
Áras an Chontae	Housing Liaison Office:	090 663 7387	
Roscommon Town	Out of Office Hours:	090 663 7100	
F42 VR98	Roscommon County Council	090 663 7100	
Email: housing@roscommoncoco.ie	Website: <u>www.roscomm</u>	www.roscommoncoco.ie	

Out of Hours Contact Information

If you have an emergency maintenance issue involving clear and present danger or need to report vital information in order to prevent an emergency situation or serious damage from occurring, phone 090 663 7100 and wait for instructions on how to contact a member of staff. This out of hours service should only be used in genuine emergencies (i.e., the problem can't wait until the next working day).

St Vincent de Paul Samaritans MABS Boyle Family Life Ctr. Castlerea Family Ministry Ctr.	091 563 233 116 123 076 107 2720 071 966 3000 094 962 0057	Vita House, Roscommon Roscommon Safe Link Child Line AMEN	090 662 5898 071 966 4200 1800 666 666 046 902 3718
Social Welfare Local Branch O Boyle Castlerea Roscommon	ffices 071 966 4033 094 962 5510 090 662 7162	Citizens Information Roscommon Primary Care Centres Roscommon Castlerea	076 107 6380 090 666 5000 094 962 4240
Garda Stations Athlone Ballaghaderreen Boyle Castlerea Elphin Roscommon Strokestown	090 649 8550 094 986 0002 071 966 4620 094 962 1630 071 963 5002 090 663 8300 071 963 3002	Other Useful Contacts Emergency Service Fire Brigade ISPCC Irish Water ESB Networks Bord Gáis Airtricity HSA Dog Warden	112/999 112/999 091 549 102 1850 278 278 1850 372 999 1850 632 632 1850 812 220 1890 289 389 090 663 7100

Extreme Weather Events

In the case of an extreme weather event, please log on to Roscommon County Council's web site at <u>www.roscommoncoco.ie</u> for advice and information.