

# LOUTH LOCAL AUTHORITIES TENANTS HANDBOOK



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## INTRODUCTION

Louth Local Authorities are pleased to present to you a copy of the tenant's handbook.

This handbook contains important information about your tenancy. It outlines your rights and responsibilities and tells you about the services provided by the Council. We have tried to cover most things that you may need to know including information on issues such as rent payments, repairs and maintenance, neighbourhood relations including anti-social behaviour and community involvement. If you would like more information, please contact your local housing office.

This handbook is only a guide to our services and aims to answer the general queries you may have about your home and tenancy. Over time, our services and policies may change and may not be reflected here. Please keep this handbook in a safe place as you will need to refer to it for information at a later date.

As tenants we hope you will play a full and active part in making your estate a nice, clean and safe place to live. By working together we will always strive to make sure that the peace and comfort that is afforded to your home is extended to all who live in your estate.

Your local housing office will deal with any problems or queries you may have about your tenancy, your home and your neighbourhood.

You may also refer to our website to access our policies online and also to avail of useful information on other services provided by Louth Local Authorities at [www.louthcoco.ie](http://www.louthcoco.ie).

The offices are located as follows:

Dundalk Town Hall  
Town Hall  
Crowe Street  
Dundalk  
Tel: 042 9392000

Louth County Council  
County Hall  
Millennium Centre  
Dundalk  
Tel: 042 9335457

Drogheda Borough Council  
Fair Street  
Drogheda  
Co. Louth  
Tel: 041 98 76 100

# NEW TENANTS: PRIOR TO MOVING INTO YOUR NEW HOME

## New Tenants: Pre-Tenancy Training

Prior to receiving the keys to your new home, you will be required to undertake pre-tenancy training. Pre-tenancy training is compulsory for all new tenants, existing tenants transferring from one local authority property to another and successions of tenancy.

Pre-tenancy training provides new tenants with an opportunity to meet officers from the local authority who will provide them with relevant and useful information regarding their tenancy and also about their neighbourhood. We will tell you about:

- The conditions of your tenancy
- The services provided by Louth Local Authorities

## We will give you:

- A set of keys to your home
- A copy of the Tenancy Agreement
- A copy of the Tenants' Handbook
- Various useful advice leaflets

## You will only be presented with your keys once you have:

- Paid your tenancy deposit
- Completed your pre-tenancy training
- Signed your Tenancy Agreement
- Returned all relevant documentation
- Garda Clearance Check has been carried out

### Remember!

Please look after your keys as we do not keep a spare set and a charge would apply if your locks need to be replaced.

## General Tenancy Training:

The Council reserves the right to conduct refresher tenancy training courses with existing tenants if the Council deems it is necessary.

## Moving In: Checklist for new tenants:

When you move to a new home there are a lot of things you must remember to do. In this section we have listed some things you may need to arrange.

### 1. Gas & Electricity Services:

You must make sure that the gas and electricity utility companies know you are moving in. It's your responsibility to contact them. When you move from one property to another, you must arrange for a final meter reading to be taken at both properties, so that you do not pay for any gas or electricity used by the previous tenant. You must also advise the Housing Office of which utility supplier you are using for gas and electricity. If your gas or electricity is disconnected because you failed to set up your account the Council will not be held responsible for re-connection, it will be your responsibility.

### 2. Refuse Collection Services:

Contact your local refuse company to order a 'wheelie bin' or advise them of your new address if you already have a bin. You will also need to check the bin collection day for your new address. Contact numbers are contained at the back of this booklet.

### 3. Connection of TV and Telephone:

Contact the relevant service provider for connection/installation of your telephone line and/or television connection. You must also obtain permission in writing from the Council to erect a satellite dish. Please note, satellite dishes are not permitted to be erected at the front of your house or on your chimney. They should be erected on the back or gable (side) end of the property.

### 4. Home Contents Insurance:

The Council is only responsible for insuring the structure of the building. You must take out 'Home Contents Insurance' to insure your belongings and fixtures & fittings. This will provide you with cover against for example: damage by fire, water leak, flooding, vandalism, theft/burglaries or accidental damage.

It is the tenant's responsibility to obtain insurance for the contents of their home. Therefore, the Council strongly advises you to arrange this immediately as the Council cannot provide financial assistance to you if you are a victim of any of the above.

### 5. An Post and Change of Address:

You should pass on your new address details to relevant people. These include, for example, your doctor, schools, Social Welfare (if you receive benefit), your bank and or your employer. 'An Post' can redirect your mail to your new address for a certain length of time. For further information, contact your local Post Office.

# TENANCY AGREEMENT INCLUDING YOUR RIGHTS AND RESPONSIBILITIES

## What is a Tenancy Agreement?

This is the document you sign when you start your tenancy with Louth Local Authorities. It sets out both your rights and responsibilities and the Council's rights and responsibilities. It is a legal document and can be enforced in court.

Please read your Tenancy Agreement for your full rights and responsibilities.

## A summary of your rights as a tenant are:

- Right to reside in the property
- You can live in your home for as long as you want to, providing you keep to the regulations and conditions of the Tenancy Agreement.
- Right of succession under certain circumstances.
- Right to carry out reasonable alterations to your home with the Council's written permission.

## Your responsibilities:

Your responsibilities are set out in detail in your Tenancy Agreement. They are there to protect our properties, but also for your benefit.

Your main responsibilities are:

- To pay your rent and any other charges on time.
- To use the property as your only home and for residential purposes only.
- To maintain your house and gardens in a clean and proper state.
- To ask for and obtain permission before carrying out any alterations or improvements to the property.
- To make sure that you, your family, your pets, any friends/visitors to the property do not cause nuisance or annoyance to anyone living in the area.
- You are responsible for insuring the contents of your home and you are strongly advised to do so.
- You must report repairs to the Council that we are responsible for so we can deal with them. This includes reporting malfunctioned smoke alarms. You must also do any repairs you are responsible for (see 'Repairs Guide', for further information).

- You must provide access for us to carry out annual gas safety checks, to carry out any identified repairs or improvements included in the Council's works programme and to carry out housing inspections by Council staff.
- Give 4-weeks notice in writing to the Council to terminate the tenancy and return the keys.

### Remember!

If you break any terms of your Tenancy Agreement the Council may take legal action. This could include eviction. It is the Council's policy to evict only as a last resort.

## Joint Tenancies: Can the tenancy be in joint names?

Louth Local Authorities usually gives joint tenancies to two adults who apply for housing together.

Each joint tenant is equally responsible for keeping to the regulations of the Tenancy Agreement including the payment of rent and will be held equally responsible if these conditions are not kept to.

## Breach of Tenancy: What if I break the Tenancy Agreement?

Breach of tenancy is the term used when you fail to keep to the terms and conditions of the Tenancy Agreement. The Tenancy Agreement is a legally binding contract between you and the Council. By signing it you agree to the conditions of tenancy that are set out in the agreement. These are the rights and responsibilities that you and the Council must keep to.

The Council has a right to terminate a tenancy and repossess your home for breach of any part of your Tenancy Agreement. If you breach the agreement we will discuss with you how you can correct the situation. If the problem is not resolved, the Council may issue a series of Warning Letters and if necessary serve a Notice to Quit for repossession of your home.

The Council will only evict a tenant as a last resort or when there has been a serious or persistent breach of the Tenancy Agreement.

If you are evicted from your home for any breach of the Tenancy Agreement, the Council may deem that you have made yourself intentionally homeless as a direct result of your own actions. If this occurs, you may not be rehoused by the Council or be eligible for rent supplement. If you have children the HSE will be informed.

**Behaviour that may result in the Council taking legal action against you would include:**

- Rent arrears
- Damage to property
- Arrestable criminal offences, such as drug dealing
- Continuing to break the rules of the Tenancy Agreement in a minor way despite us warning you to stop

## YOUR RENT

The Housing Section will assess your rent and deal with any queries you have about your rent, methods of payment and problems with arrears. Some general questions are answered below, but you can contact your local housing office at any time with more specific queries.

It is very important that you pay your rent on time. You must pay your weekly rent for the week ahead. Your weekly rent covers the cost of providing you with your home and the services you receive, including some repairs and maintenance.

### Did you know!

If you do not keep your rent payments up to date you will not be provided with a full maintenance service.

### How is my rent calculated?

Your rent is calculated with the Local Authority's Differential Rent Scheme. This means that your rent is calculated, taking into account, your total household income and household composition. A detailed copy of the scheme is available on request.

Your rent will be reviewed annually through the completion of rent assessment forms issued to you. This process is compulsory, with non completion resulting in a penalty rent being applied to your account. It is important that you complete these forms correctly each year when requested by the Local Authority and any other time there is a change of income or family composition in order that any such changes are reflected in your rent, as your rent may increase/decrease as a result of a change to your income/circumstances.

### How do I pay my rent?

#### Existing Tenants:

The onus and legal obligation is on the tenant in the first instance to ensure that the weekly rent is paid when due. In order to facilitate their tenants in making their rent payment the local authorities currently provide a range of payment options for existing tenants, including

- An Post Payment Card
- Household Budget Scheme (direct weekly deductions from social welfare payment once your benefit is paid through the post office).
- Direct Debit/ Standing Orders (MABS) Money Advice & Budgeting Service
- Over the counter payments at Council Offices
- Credit/ Debit card payments
- Postal payment by cheque, money order etc (but not cash)

In addition existing tenants may be required to change to a different payment method if the local authority deems this to be necessary in the interests of achieving the most efficient and effective methods of collection.

#### New Tenants:

When new tenants are being appointed the housing authority will insist on payment being through:

- The Household Budget Scheme if the tenant is on a weekly deductible Social Welfare Payment.
- Weekly Standing Order, if they are employed or in receipt of Disability Benefit,
- Carer's Allowance or Old Age Pension.

Tenants will also be issued with an 'An Post Payment Card', to facilitate rent payment while both Household Budget and Standing Order are being established. As part of the tenancy appointment and training, tenants will be advised that they must stay maintain their mandate and that a withdrawal from same will automatically commence the official warning process.

The Household Budget Scheme is the recommended method of payment for those on Social Welfare where the rent is deducted weekly from you Social Welfare payment and credited to your rent account.

**Note:** Rent cannot be deducted through the Household Budget Scheme for people in receipt of the following payments: Disability Benefit • Carers Allowance • Old Age Pension

### What if my circumstances change?

You must keep the Council informed about changes in your family circumstances. This means that you must tell us when someone in your house:

- Gets a job
- Becomes unemployed
- Moves in
- Leaves home
- Is born
- Starts claiming a social welfare payment
- Dies
- Reaches 18 years of age

### What if I don't notify the Council when my circumstances change?

When changes in your circumstances come to light, your rent will be re-assessed and your rent account backdated to the date of the change. This could result in a serious arrears situation. In addition, by failing to notify the Council of a change in your circumstances and completing new rent assessment forms, you are breaching your Tenancy Agreement for which further action may be taken against you.

### What happens if I go into rent arrears?

The Council's general policy in relation to rent arrears will be one of "zero tolerance" i.e. all tenants should have a clear rent account without arrears at all times. All rent accounts will be monitored at regular intervals and it will be the objective of the local authority to implement the following official warning procedures:

#### (i) Pre- Warning Letter:

A Pre warning letter will be issued to tenants who first indicate an arrears issue or a withdrawal from Household Budget/Standing Order or rejected Direct Debit Mandate. This letter will alert the tenant that the Housing Authority is focusing on the arrears.

**Remember!**

Do not ignore letters you receive about your rent account. If you owe us rent, act quickly.  
Talk to our staff – we are there to help.

Your money problems can only be solved if you do not ignore them. They will not go away and the longer you leave them, the worse they get. If you continue to fail to pay your rent you are at risk of losing your home.

**(ii) First Warning Letter:**

Where an account is in arrears equivalent to four or more weeks rent a 'First Warning Letter' will be issued.

**(iii) Second Warning Letter:**

Where a 'First Warning Letter' does not bring the appropriate response this will be followed by a 'Second Warning Letter' which will be issued where the arrears have not been cleared within 3 weeks of issuing of 'First Warning Letter'.

**(iv) Final Warning Letter:**

Where the 'First and Second Warning Letters' have not brought the appropriate response a 'Final Warning Letter' will be issued where the arrears have not been cleared within 3 weeks of issue of 'Second Warning Letter'.

Where existing tenants are in arrears and have received warning notices in the past, the 'Final Warning Letter' may be issued without the necessity to issue the 'First or Second Warning Letter'.

**(v) Notice to Quit:**

Where a 'Final Warning Letter' has not brought an appropriate response within 10 days a 'Notice to Quit' will initially be recommended. If there are children within the tenancy the file will be referred to the Council's Social Worker for statutory notification to the HSE.

Any tenant(s) who are about to be served a 'Notice to Quit', will be requested to attend for interview with a Housing Authority Social Worker where the seriousness of the situation will be outlined. Failure of the tenant to attend will be noted and recorded on the file and may be used in the future as an indication of the tenant's concern on the matter. Homeless Services will be notified of all tenants in this process upon completion of the Social Worker intervention.

Service of 'Notice to Quit' terminates the Tenancy four weeks after service. The 'Notice to Quit' will incorporate a demand for possession of the property.

**(vi) Application for Court Order:**

Following expiry of a 'Notice to Quit' and if you fail to deliver up possession, an application will be made to the District Court for an 'Order for Possession' by the Council's Law Agents under Section 62 of the Housing Act, 1966, for an 'Order for Possession'.

**(vii) Recovery of Dwelling:**

Following the 'Court Order for Possession' and on failure of the tenant to surrender the house, the Council's law agents will be instructed to forward the 'Warrant to the County Registrar for Execution'. The County Registrar is obliged to obtain and hand over vacant possession of the dwelling to the Council, who will then arrange to secure the dwelling. At eviction stage of this legal process the tenant is still responsible for the arrears including the legal costs.

**Remember!**

If you have rent arrears you are ineligible for housing transfers or planned maintenance works.

**Payment of Arrears and Deferred Payment:**

When serving a 'Warning Notice' or 'Notice to Quit', the tenant will be required to clear all arrears in full by the deadline specified. However, in exceptional circumstances, where the Council is satisfied that a tenant is genuinely unable to clear the arrears in full, the Council may, as an alternative to following through on the procedures outlined above, accept a written binding Agreement to pay the accumulated arrears by instalments. Such agreement will be based on a minimum of the weekly rent plus €10 per week off the arrears balance.

Where at any time such an Agreement is broken, the deferred payment option will terminate and the procedures outlined above will be resumed. If the tenant is on a weekly Social Welfare Benefit payment and has been required to enter into a Household Budget payment plan, the ceasing of that plan by the tenant will be considered a defaulted payment plan.

Such plans will only be accepted to a maximum of once, for each stage of the warning process of this procedure.

## LIVING IN YOUR HOME AND YOUR ESTATE:

When you signed up to your tenancy we gave you a Tenancy Agreement. This section sets out some of the tenancy conditions and responsibilities you have as a tenant in relation to your home, estate and neighbourhood.

When you become a tenant you also become a member of the community in which you live. The Council encourages you to become actively involved in your estate.

You must live in the property as your only home. You must advise the Council and seek permission if you are going to be away from the property for more than 6 weeks in any period of 52 weeks and in doing so you must tell the Council in writing:

- The date you intend to leave.
- The date you intend to return.
- The arrangements you have made for paying the rent and for looking after the property, including garden and disposal of household rubbish.
- The address and phone number where the Council can contact you.

### Looking after the property – you must:

- Take care of the property, including the Council's fixtures and fittings and make sure that your visitors and other people using or living in the property do the same.
- Keep your property and gardens clean, tidy and rubbish free.
- Not cause or allow any shared area or communal area of the estate to become untidy or unclean.
- Keep the inside of the property reasonably well decorated.
- Tell the Council, as soon as possible about any problem that the Council is responsible for repairing.

### Improving my home:

To carry out alterations and improvements to your home you must first obtain written permission. Therefore, before you start any work you must first obtain the Council's written permission to :

- Carry out alterations, additions or improvements to the property (apart from internal painting and decorating), its fixtures or fittings or the services to the property. Common alterations might include, but are not limited to: knocking down walls, installing a new kitchen, bathroom, electric shower, fire place, internal and external doors and windows.
- Erection of an aerial or satellite dish on the outside of the property.
- Decorate the outside of the property.
- Install gates, security cameras, alarms system.

The Council will not unreasonably withhold permission. You must also get any necessary approvals such as planning permission or building regulation approval.

The following conditions must also apply:

1. To request permission you must submit a written request to the Council (by completing a 'Tenant Permission Request Form for Alterations/Improvements'), detailing the work you want to carry out. The Council may need to carry out an inspection before we grant/decline permission.
2. Any agreed alterations to the property must be completed in a reasonable time. The work must be carried out by a qualified tradesperson and the work must be of good quality and be finished to an acceptable standard
3. Any electrical or gas works carried out at the premises must comply with current electrical and gas regulations and must be carried out by a registered tradesperson.
4. When the work is complete, we may need to inspect the improvements or alterations to make sure we are happy with the standard and quality of work.

All constructions and erections become the property of the Council and are not removable by the tenant upon termination of the tenancy, nor is any compensation allowable in respect of them.

The Council is not liable for any loss or damage of any alterations carried out by the tenant with or without the Council's written permission.

In the case of unauthorised alterations carried out at the property, the Council may require full re-instatement to the original condition and the tenant will be liable for the costs of doing this. An official written warning may also be issued.

### Looking after your garden:

Grass needs to be cut regularly during the growing season usually from April to mid/late October. We recommend you keep it to a height of 1 inch. You must not let your grass grow to more than a height of 6 inches. You are responsible for your individual garden and you are expected to keep this in a reasonable condition at all times.

There is a set a minimum standard for gardens which are:

- All garden areas should be kept tidy and free of litter and rubbish.
- Grassed areas should be kept at a reasonable height and weeds should be kept under control.
- Paths and access routes should be kept clear.
- Permission is required before putting up/removing boundary structures or fencing.
- Ponds cannot be installed (and if you have installed one you will be asked to fill it in at your own expense).
- You are not permitted to plant Leylandii trees.

### You need written permission to:

- Put up any type of shed (brick sheds will not normally be approved)
- Put up, remove or change a wall/fence
- Install a patio/paving/decking/pond/driveway
- Put up gates
- Tarmac or concrete your driveway

### Disposal of Rubbish:

You must put household rubbish into wheelie bins or other appropriate waste receptacles provided for this purpose. You must not dump rubbish on any area of the property or estate. You must dispose of all large items of rubbish or household waste in a safe and appropriate way.

### Vandalism & Graffiti:

Dealing with vandalism and graffiti is expensive. Vandalism and graffiti spoil the environment and graffiti is expensive to get rid of. Please report any damage or graffiti to your local housing office.

### Vehicles and parking:

Please be considerate to others when you and people who live with you or visit you park. Do not do the following:

- Park or drive on open areas, footpaths or grass verges.
- Park any caravan, motor-home, commercial vehicle, boat or trailer within the boundary of your home, on communal parking areas or any roadway within a local authority estate.
- Store mopeds, bikes or any motor equipment inside your premises or in internal shared areas.
- Keep un-roadworthy or illegal vehicles either within the boundary of your home or anywhere else such as on the road side, open space, parking area or verge.
- Build a drive way or hard standing without written permission.
- Carry out vehicle repairs on the road side/pavement/alleyway.
- Cause an obstruction (this can affect emergency vehicles, stopping them from carrying out their duties).
- Block anyone's gate or drive, as this is seen as an obstruction.
- Drive quad bikes, mini bikes and scooters within local authority estates.
- leave a garden gate open out onto the public footpath/open space.

If you think a car has been abandoned, please contact your local Council office.

### Access to your home – you must:

- Allow the Council's officers, agents or utility services (for example gas service contractors carrying out safety inspections) to come into the property at all reasonable times (after showing you an official identification card).
- To inspect the state of repair and condition of the property and take photograph's if necessary.
- To carry out repairs, alterations and improvements to the property, for other management purposes. These include, but are not limited to, carrying out tenancy audits, investigating allegations of illegal occupation, overcrowding and dealing with complaints including responding to complaints of anti-social behaviour.

The Council may engage the services of a "Tenancy Sustainment Agency" where there is significant risk of a tenant becoming homeless. Tenants are expected to co-operate with these support services.

### Maintaining your estate:

Estate inspections are regularly conducted by Housing Staff and the condition of gardens and communal areas are monitored.

As many of our estates have communal landscaped areas tenants are expected to play their part in maintaining these areas and are also expected to contribute financially towards:

- Grass cutting in communal areas.
- Maintaining landscaped areas to a high standard.

### Empty properties:

If there is nobody living in a property, it can mean that the tenant has abandoned it. Empty properties are bad for your neighbourhood as they can attract vandalism and anti-social behaviour.

It is important that we know about empty homes so that we can offer them to others on the Housing List. Vacant houses cost money to repair and put right. The cost of repairing vandalised properties comes from rent payments which means that we have less money to carry out other repairs and other services.

If you think that a tenant is no longer living in their home, phone your local housing office and report this. We may ask you to tell us why you think the property is empty. You might suspect someone is not living in a property if, for example:

- You have not seen anybody entering or leaving the property for some time.
- Curtains/blinds are either always open or always closed.
- Mail has built up inside the property.
- The garden is overgrown or neglected.
- There are signs of vandalism that have not been put right (for example, a side gate being forced open).



## MAINTAINING YOUR HOME INCLUDING REPAIRS

When you pay your rent you are also paying for an element of maintenance of your home. The Council are responsible for structural, plumbing, electrical and heating repairs that the Council has installed. All other day to day maintenance is the tenant's responsibility.

### Making a Maintenance Request!

Every time you make a maintenance request, your rent is checked.

With the exception of emergencies, maintenance works or improvement works will NOT be carried out if your rent account is in arrears.

It should be noted that the Council will only fit items that have been purchased directly by the Council and not from other sources. The reason for this being that the Council cannot stand over the quality of the materials supplied if any failures occur.

### Insurance & Indemnity:

The Council only insures the structure of Council properties. The Council does not insure any of the contents of its properties that belong to the tenant (e.g. furniture, decorations, improvements and personal belongings).

Therefore, as the tenant you are responsible to take out contents insurance to protect these items against damage caused by fire, water leak, flooding, vandalism, theft/burglary, criminal damage or accidental damage. Home contents insurance is available from a variety of insurance companies, banks and post offices.

The Council is NOT responsible for repairs to the property caused by criminal damage. This should all be included in your insurance policy.

## Tenant Responsibilities

### 1. Internal Repairs & Maintenance:

- (a) Minor cracks in ceilings, walls and floors.
- (b) Repairs to or replacement of cupboards, wardrobes, hinges, handles, locks, catches and drawers.
- (c) Curtain rails and window boards.
- (d) Hat and coat hooks and boards.
- (e) Chimney sweeping – recommended at least once a year.
- (f) Wall & floor tiles.
- (g) Internal woodwork such as floors, doors and skirting boards.
- (h) Ventilator covers.

### 2. Doors and Windows:

- (a) Replacement of broken glass.
- (b) External and internal locks and handles.
- (c) Window stays, catches and restrictors – on occasions we may carry out these works if original parts cannot be sourced.
- (d) Draught proofing of doors and windows.
- (e) Permavents where fitted.
- (f) Internal tiles on window sills and window boards.
- (g) Letter boxes.
- (h) Timberwork on windows, internally.

### 3. External Repairs & Maintenance:

- (a) Maintenance of gardens and hedges and to be kept in tidy condition.
- (b) Repairs to, or replacement of fences and garden boundary.
- (c) Repairs to, replacement of, and re-erection of front gates, side gates or doors leading to garden areas, including their support and frames.
- (d) Fuel sheds or outhouses; repair or replacement of doors, locks, door-handles or catches.
- (e) Cleaning of silt, leaves or other deposits from gutters.

#### 4. Electrical Repairs:

- (a) Fuses, except mains fuses.
- (b) Elements for electric fires. All repairs to electric appliances, fires and heaters not installed by the Council.
- (c) Replacement of light bulbs and any bulbs that may be required for pilot lights.

#### Remember!

Where it is the tenant's responsibility to repair an electrical or gas fitting/installation, a qualified electrician (RECI registered) or gas fitter (RGI registered) must carry out the work.  
A RECI certificate is required for all new wiring.

No temporary or permanent connection shall be made to the electricity supply.

#### 5. Plumbing Repairs:

- (a) Cleaning of gully traps.
- (b) Cost of clearing of blocked house drain where a dwelling is served by a single drain and the apportioned cost of clearing a combined drain.
- (c) Replacement or repair of waste pipes inside the dwelling unless it's a leaking trap.
- (d) Clearing air locks in pipes.
- (e) Replacement or repair of taps on sink unit and wash-hand basins including leaking and dripping taps unless water is being wasted.
- (f) Replacement or repair of stopper and chains for baths, sinks and basins.
- (g) Replacement or repair of toilet bowl except if it is cracked and leaking through fair wear and tear.
- (h) Replacement or repair of wash-hand basin except where cracked and leaking through fair wear and tear.
- (i) Replacement or repair of bath, except if it is cracked and leaking through fair wear and tear.
- (j) Replacement or repair of toilet cistern and cover except if it is cracked and leaking through fair wear and tear.
- (k) Replacement or repair of toilet seat, chains and handles.
- (l) Remove blockages from sinks, baths, showers and toilets.
- (m) Not to dispose of nappies, baby wipes, sanitary protection or flushable wipes down toilets.

#### 6. Cooking and Heating Appliances:

- (a) Cooking appliances installed by the tenant(s).
- (b) The basket/grate in all fireplaces and the replacement of glass panels in doors of room heaters.
- (c) Damage caused to room heater by improper use.

#### 7. General:

- (a) You are responsible for the repair of any wilful or malicious damage and if the Council undertakes repairs resulting from such damages the cost of such repairs will be charged to the tenant(s).
- (b) You are responsible for repairs to doors, windows, fixtures and fittings in the dwelling caused by destruction or damage by burglary, housebreaking, vandalism, larceny or theft.
- (c) You are responsible for meeting the costs of repairing any damage to the property (including fixtures and fittings) caused accidentally, deliberately (e.g. smashed windows/broken doors), by criminal damage or by your own neglect. The Council has the discretion to decide whether we will carry out the work (and recharge you).
- (d) The tenant must keep the property free of vermin. You are responsible for the disposal of any vermin in your dwelling or garden and you should make contact with a reputable pest control company to deal with the matter. You can avoid getting pest problems by not leaving out food in your back garden or overfilling your bin.

#### Gas, electricity and water supplies:

You must make sure your home has gas (where applicable), electricity and water supplies. Meters are owned by the relevant supplier and you could be prosecuted if you tamper with them.

You **MUST** always maintain a mains electricity supply at the property and **MUST NEVER USE** a generator as an alternative.

You must obtain written permission from the Council if you want to install a pre-pay electric meter. If written permission is granted you **MUST ADVISE** your local housing office which supplier you will be using when you sign up for the new meter.

You are also responsible for replacing meter box doors for electricity and gas units that become damaged or missing and you must contact the relevant service provider to replace it.

#### Smoke Alarms:

Louth Local Authority Homes are equipped with (a) fire blanket (b) mains wired smoke alarm or No. 2 10 year self contained battery operated alarms.

It is the tenants responsibility to report a defective smoke alarm **IMMEDIATELY** to the Council. Where the alarm is mains operated with a battery back up, the tenant must replace the battery.

Tenants must not interfere, paint over or remove any fitted alarm/heat detector or any other fitted device installed at the property.

**Remember!**

The tenant(s) will be responsible for any electrical repairs arising from his/her interference with the electrical installation. If the Council has to do repairs arising from such interference, the cost of such repairs will be charged to the tenant(s). Where it is the tenant(s) responsibility to repair an electrical fitting or installation, other than the replacement of bulbs and fuses, work must be carried out by a qualified and competent Electrical Contractor who is registered with the RECI.

**Condensation:**

To keep your home free from damp and mould, you need to avoid creating condensation. There is always moisture in the air, caused by normal household activities such as cooking, washing, hot baths and drying clothes. When this air reaches a cold surface (such as a wall or window) some of the water in the air is left behind. This dampness encourages mould to grow. This can affect clothes, bedding and decoration. Condensation can occur in every home, but you can reduce its effects by doing the following:

- Try to avoid drying clothes on radiators.
- Dry clothes outdoors if possible.
- If you have a tumble dryer, you must fit an outside vent to it unless its a condenser dryer.
- Open windows a small amount, particularly when cooking.
- When running a bath, put the cold water in before the hot to reduce the steam and keep the bath room door closed.
- Ventilate cupboards and wardrobes and do not put too many items in them as this stops air circulating.
- Increase room ventilation.

**Local Authority Responsibility for Repairs/Maintenance:**

The Council is responsible for the main structure of the property including:

- Replacement of external windows and doors, screens and frames, when deemed necessary by the Council.
- Replacement of gutters, downpipes, fascias, soffits and bargeboards.
- Replacement to structure of roof including repairs to the roof tiles following storm damage.
- Replacement of hot water cylinder, immersion and attic tanks.
- Repair of electrical and fixed heating systems installed by the Council.

**Reporting a repair:**

It is your responsibility as the tenant to notify the Council of any maintenance faults. You should contact your local housing office by telephone, writing or by calling in. The administration of the maintenance function in each of the Louth Local Authorities is carried out by:

Drogheda Borough Council	Housing Section	041 987 6100
Dundalk Town Council	Housing Repairs	042 9392900
Louth County Council	Housing Repairs	042 9324399

The Council will investigate your report and advise who is responsible for the repair. We will let you know the cost of the repair if it is your responsibility. You will need to pay for the work before it is carried out. Where the Council is deemed responsible, you will usually be given an indication of when the repair will be carried out. Heating repairs will not be dealt with if reported during the night. The matter will be dealt with the following day.

**Remember!**

You must allow access for staff employed by the Council or who are contracted by the Council to carry out repairs, entry into your home. If you have made arrangements to allow access when ordering the repair please make sure you keep them.

All Council employees and contractors working on our behalf carry identification. Please ask to see it before allowing them into your home.

**Protecting our staff:**

Louth Local Authorities are committed to customer care, but also to protecting the safety and wellbeing of our staff. A condition of your tenancy is that you do not threaten or abuse, which includes using bad language, to Council staff or anyone working on the Council's behalf who call to your home or when you visit the housing office. In addition to this, tenants should not call to the housing office while under the influence of alcohol or drugs.

**Property improvements based on medical grounds or having to go into hospital or residential care:**

Louth Local Authorities encourage tenants to stay independent in their own homes for as long as possible and we aim to minimise the amount of disruption and stress faced by some elderly or disabled tenants with medical needs.

If you think you require modifications to your home based on medical needs you must complete an 'Adaptations Form' and submit this with a Consultant's Report. Your medical needs will then be assessed. If your home will not suit the required adaptations alternative accommodation may be offered to you.

However in other circumstances, for example, where the property is no longer suitable, upon the advice of hospital and/or social work staff or as a choice made by the person themselves, a tenant may have to move in to residential care on permanent basis.

If a tenant goes into hospital or care for long periods the Council may be able to provide information and advice to help them make appropriate and informed decisions relating to their tenancy. We will aim to resolve such tenancy related issues as soon as possible and with sensitivity and compassion.

## SAFETY IN YOUR HOME

### 1. Electricity

- Know the location of the fuseboard so that circuits or power can be switched off in the case of an emergency.
- Do not overload electric sockets with appliances. If in doubt connect only one appliance to each wall socket.
- Use properly sized fuses on all electrical appliances.
- Do not tamper with wall sockets, wall switches, the fuse board, or any part of the electric installation in the house.
- Switch off isolator switches before moving any electrical appliance such as a fridge or washing machine.
- Make sure that electrical plugs of all appliances are removed from wall sockets before going to bed at night.

### 2. Fire

- Press test button of all smoke alarms once per week to check for correct operation. Replace batteries when not working. Contact your local authority immediately if there is any malfunction.
- It is recommended that a fire blanket and First Aid kit is stored in Kitchen.
- Standard pots or saucepans are not recommended for cooking chips due to the risk of life loss from fire. If you do use a chip pan, never leave it unattended and never overfill it.
- Never smoke in bed or when you are feeling tired.
- Close all doors to all rooms at night time.
- Be sure to keep matches, candles and lighters out of reach of children and position candles away from draughts and curtains.
- Do not leave children alone in the dwelling.
- Where small children live in the house, ensure that a securely fitted patent type child fireguard is in place at all times around lit open fireplaces, gas fires and electric fires.
- Ensure that fireguard is placed around all open fires before going to bed at night.
- Ensure that gas fires and electric fires are turned off before going to bed at night.
- Check flexible hoses regularly for signs of wear and tear.
- Clean the chimney at least once a year.
- **In the event of a fire, get out, stay out and dial 999 or 112 immediately.**

### 3. Gas

- 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 appliances.
- Make sure that wall vents are fully open at all times in rooms with open gas fires.
- If you smell gas in your house, follow these important steps:
  1. Ensure gas appliance haven't been left on and unlit.
  2. Don't smoke or use a naked flame.
  3. Don't unplug or switch anything electrical on or off.
  4. Open windows or doors.
- If the appliances are off but the smell persists, turn off the gas supply at the meter and contact Bord Gais.

#### *Emergency Contact Numbers for Bord Gais*

24 Hour Emergency Services / Gas Escapes / Carbon Monoxide Information 1850 20 50 50.

#### **This is an emergency 24 hour line.**

- If you can't get through, dial 999.
- Do not use a phone in the immediate area of the leak, either call from outside of the property or use a neighbour's phone if necessary.

### 4. Plumbing

- Know the location of the stopcock in the kitchen (usually beneath the kitchen sink) and know how to turn off the water supply in the case of an emergency such as a burst pipe.
- If you are going on holidays, make sure that stop cock in the kitchen is turned off before leaving the house.
- When the house is unoccupied in very cold weather make sure to leave back ground heat on (or set the timer to come on for a few hours each day and night) to prevent pipes freezing.

### 5. Carbon Monoxide

Carbon monoxide is a poisonous gas that has no colour, taste or smell and is produced when any fossil fuel such as gas, coal, oil or wood is burnt without enough oxygen. The symptoms of carbon monoxide poisoning are similar to those of flu and other virus infections and include aches, drowsiness, weakness, headaches and nausea. If anyone in the home has any of these symptoms while a gas appliance is being used, they must stop using the appliance until it has been checked and you should consult a doctor.

#### **What can I do to avoid carbon monoxide?**

There are lots of things you can do to prevent carbon monoxide from building up in your home.

- It is advisable that you install a carbon monoxide detector.
- It is advisable that any new appliance fitted by an approved installer is serviced at least once a year.
- It is advisable that flues and chimneys are checked and swept as necessary to remove any blockages.
- It is advisable that permanent ventilation openings are kept clear.

You will have a smoke alarm fitted in your property and you will be aware of the risks associated with smoke detection and inhalation, therefore you should consider installing a carbon monoxide detector to help detect carbon monoxide. You can buy carbon monoxide detectors from most hardware shops and DIY stores.

## PETS

You are permitted to keep domestic pets only at your home, such as cats and dogs, as long as they do not become a nuisance to your neighbours. This is normally limited to two pets per household.

You must make sure that you keep your pets under control. You or any other person living in the property, including children and visitors must comply with the following:

- If you have a dog it must be kept on a lead at all times once it leaves your property.
- You must not keep any dog or strain of this breed included on the 'Banned Breeds' List.
- You must not keep any animal which is wild, dangerous, poisonous or livestock.
- You must not allow any animal you keep at the property to cause a nuisance to anyone in the local area, including our employees, agents or contractors.
- You must not cause a nuisance by breeding any animals or birds at the property.
- You must not allow animals to foul on footpaths or in communal areas of your estate.
- If you do not look after your pet appropriately the Council may ask you to remove it from the property.

### Remember!

Excess dog barking is considered anti-social behaviour. If you do not control your pet you will be held in breach of your Tenancy Agreement.

### Dangerous Dogs:

Tenants appointed after 1st March 2009, including tenants transferring or succeeding a tenancy, are not permitted to keep dogs as defined as 'Controlled Breeds' under the 'Control of Dogs Regulations 1998'. This is included as part of your Tenancy Agreement. These dogs include:

- American Pit Bull Terrier
- English Bull Terrier
- Staffordshire Bull Terrier
- Bull Mastiff
- Doberman Pinscher
- German Shepherd (Alsatian)
- Rhodesian Ridgeback
- Rottweiler
- Japanese Akita
- Japanese Tosa
- Strains and crosses of these dogs

If you are a tenant appointed after 1st March 2009 and found to have one of the above dogs at your home, you be deemed as being in breach of your Tenancy Agreement and may be issued with a 'Notice to Quit'.

### Current tenants with Controlled Breeds:

Current tenants who already have one of the above controlled breeds will be permitted to keep them but will not be permitted to add any further such breeds after 1st March 2009.

Such controlled breeds must be kept on a strong chain or leash by a person over 16 years of age who is capable of controlling them. They must also be securely muzzled and must wear a collar bearing the name and address of the owner. Breach of these regulations can incur a heavy fine or seizure of dogs or both.

### Dogs Licensing and Control:

Under the 'Control of Dogs Act' 1986, every dog should be licenced. A licence must be renewed annually and is available from your local Post Office. You can be prosecuted if you do not have a dog licence.

Unaccompanied dogs outside of your home may be considered 'strays' and may be impounded and a fine may be incurred. Particular care should be taken to keep your dog under control on bin collection day.

### Dog Fouling:

Section 22 of the Litter Pollution Act makes it an offence for a person, in charge of a dog, who allows it to foul in a public place. Please act responsibly. Clean up after your dog and dispose of the dirt in a suitable sanitary manner. ie use a paper/plastic bag.

Dog dirt is a health hazard, as it often contains round worm larvae, which causes blindness. Dog faeces doesn't just "wash away or disappear". So if you are not disposing of you dogs waste you are putting yourself, your family and your dog at risk. Failure to clean up your dogs waste can lead to an "on the spot fine" or a summary conviction to a fine of up to €3,000.

### Remember!

If you want to keep a dog, do not:

- Leave it alone for long periods
- Allow it to foul in public places
- Allow it to bark during unsociable periods
- Allow it to frighten or disturb your neighbours
- Allow it to roam unaccompanied and without a lead

Excessive dog barking causes nuisance and may be considered anti-social behaviour. Your neighbours can make a complaint to the District Court under Noise Regulation. Before doing this you must inform the dog owner of your intention by completing a special form under the 'Control of Dogs Act 1986'. These forms are available from Louth County Council.

### Cats:

Your Tenancy Agreement states you can only keep pets so long as they don't cause nuisance to others. If you have cats at your property please ensure they are neutered and that they do not cause nuisance to others.

If the Council deems that your cats are causing annoyance you may be asked to remove them from the property.

Advice regarding homing unwanted kittens can be obtained from 'Louth Society for the Prevention of Cruelty to Animals' by either phoning 042 9335045 or by email: info@louthspca.ie or Drogheda Animal Rescue on 041 983 2418.

## WASTE DISPOSAL & LITTER

Regardless of where we live, the environment is an issue for us all. On an individual basis there are a number of things that you can do to help the environment.

### Waste Disposal:

You are responsible for disposing of your domestic waste on a regular basis. There are numerous service providers in your area which collect waste on a weekly or fortnightly basis. Contact numbers are provided at the back of this booklet.

#### Remember!

Your refuse is your property and your responsibility until it has been collected or disposed of.

You should present your wheelie bin neatly on the footpath or designated collection point on bin collection day. Please try to avoid overfilling your wheelie bin to avoid access to the refuse by birds, cats, dogs or rodents. **After collection, all bins must be removed from the footpath and stored to the rear of your property as soon as possible. If you lose your bin it is your responsibility to purchase a replacement bin.**

Any build up of rubbish is direct contravention of your Tenancy Agreement, so it is imperative that you dispose of it regularly. The Council can request evidence from you to ascertain that your household waste is being disposed of appropriately. A build up of rubbish can also result in further problems such as a rat and mice infestation in your home and estate.

### Pest Control:

You are responsible for arranging for pest control services in your home. You can help deter mice and other rodents from your house by:

- Using a wheelie bin rather than plastic sacks.
- Disposing of your refuse regularly (do not store rubbish inside or outside of the house).
- Not leaving food for dogs, cats or birds in your gardens.

If you do have a pest problem you should make contact with a reputable pest control company to deal with the matter.

### Illegal Dumping and Littering:

If you see someone engaged in illegal dumping, call Louth Local Authorities Litter Hotline on 1800 202 606. Those responsible for disposing of their refuse incorrectly i.e. dumping and littering, will be prosecuted and liable for any costs.

#### Did you know!

According to Housing Legislation, dumping is anti-social behaviour. You put your tenancy at risk by not legally disposing of your household rubbish.

### Waste Disposal by Burning Rubbish:

The "Waste Management (Prohibition of Waste Disposal by Burning) Regulations 2009" explicitly make the disposal of waste by uncontrolled burning (including any such burning occurring in a domestic fireplace) an offence under both the Air Pollution Act, 1987 and the Waste Management Acts, 1996 as amended. Therefore you are not permitted to and it is an offence for any tenant to:

- Burn any type of waste including garden waste. Therefore, household waste cannot be disposed of by burning within the curtilage or in any other part of your dwelling.
- It is also an offence to burn household waste by use of stoves or open fires.

### Environmental Initiatives:

As a tenant of Louth Local Authorities, we hope you will get involved in many environmental and community initiatives organised in your local area such as the Tidy Towns/Tidy Estates/Improve Our Town competitions and the National Spring Clean initiative. These aim to ensure that your estate remains a clean and welcoming place in which to live. For more information on these initiatives, contact your residents association or your local Council.

### Litter – did you know?

Under the Litter Pollution Acts 1997-2003, you are breaking the law when....

- You create litter in a public place or in any place visible to any extent from a public place.
- You present your household refuse for collection in a manner that creates litter.
- You own or occupy land, which is visible from a public place and you fail to keep it litter free.
- You own a car from which litter has emanated.
- You fail to clean up if your dog fouls in a public place or other area visible from a public place.
- Disposing of your household waste in public litter bins is also an offence.

The Litter Pollution Acts 1997-2003, give local authorities a wide range of powers to effectively tackle the problem of litter. Local Authorities can now issue on the spot fines of €150 for any breaches of the Litter Pollution Acts. Non payment of these fines can lead to a criminal conviction and a further fine of up to €3,000 if convicted in the District Court.

## HOUSING OPTIONS

Louth Local Authorities aim to provide accommodation to qualified applicants in accordance with our scheme of letting priorities. However, changes in your household circumstances mean you may have to review your housing needs. Therefore, it is important that you are aware of the housing options available to you.

### Housing Transfers:

It is the policy of Louth Local Authorities to ensure that their rented stock is used to its optimum capacity. As a result, tenants can apply for a transfer to alternative accommodation in certain limited circumstances, namely:

- Where a transfer would relieve serious overcrowding or under occupancy in a dwelling.
- Where a transfer would relieve a serious medical condition including physical or mental disability.
- In exceptional circumstances where for the purposes of good estate management, a transfer is deemed.

#### Did you know?

Applications for transfer based solely on social reasons i.e. anti-social behaviour or location will not normally be considered.

### Can the Council refuse to make a transfer?

Yes. The Council will refuse to make a transfer offer in the following cases:

1. Rent Arrears: A clear rent account is required before a transfer can be considered.
2. Non-compliance with Tenancy Agreement: Compliance with the Council's Tenancy Agreement must be satisfactory and the dwelling must be surrendered in a satisfactory condition.
3. Anti-Social Behaviour: Tenants or members of the household who engage in anti-social behaviour will not be considered for transfer and in fact may be evicted by the Council.
4. Non-disclosure of information: A transfer may be refused where the tenant fails to disclose any information which is requested or provides false or misleading information either on the application form or at a subsequent interview. Section 4 of the Housing Act 1966 (as amended) provides that any person supplying false or misleading information shall be liable to a fine or summary conviction.

5. Unavailability of suitable accommodation: A transfer may be refused where the type of accommodation required by the applicant is not currently available.

### Succession to Tenancy:

When a tenant dies, their tenancy may pass on to someone else living in the home. This process is called 'succession'.

In the event of the death of a tenant Louth Local Authorities is committed to dealing with requests to succeed a tenancy as quickly and sensitively as possible. If a tenant dies and the tenancy is a joint tenancy, the remaining tenant will 'succeed' to the tenancy and continue as the sole tenant taking on the rights and responsibilities of the tenancy.

If there is no spouse/partner to succeed the tenancy it may pass to an adult member of the family to 'succeed the tenancy' providing they have resided at the property as their only home for a 12 month period prior to the tenant's death. They must also have been declared on the rent account.

You should not assume that you have an automatic right to succeed a tenancy and you must contact your local Housing Office as soon as possible. Please note that:

- Unless you are the spouse or partner of the tenant who has died, you may not have the right to stay in your current home if it is larger than you need, the Council may offer you alternative accommodation suitable to your housing need.
- If two or more people qualify to succeed to the tenancy, an agreement may be reached as to who should succeed between those parties. If no agreement can be made then the Council will decide.

### What if there is no right of succession?

If you are not entitled to take over the tenancy by succession, you do not have the right to stay in the home. However, the Council will always discuss your situation and the alternatives with you. If you find yourself in this position, contact your local housing office.

### Assignment of Tenancy:

A tenant may have the right to assign their tenancy to someone else under the following circumstances:

- Assign to a person who would qualify to succeed the tenancy if the tenant died.

Assignments use up the right of succession and a tenancy can only be succeeded on one occasion. A successor cannot assign a tenancy.

## Tenancy Changes:

### Name Changes:

A person may want to change their name on their tenancy. Typically this will be because of a marriage, a divorce or family reasons. You will need to contact your local Housing Office who require proof of any formal notifications relating to the change of name such as:

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

Providing all is in order and all relevant information is provided by the tenant the name on the tenancy can be changed.

## Sole Tenancy to Joint Tenancy:

If a new joint tenancy is requested the Council will ensure both the tenant and applicant are provided with information about the implications of holding a joint tenancy. We will ask for certain information to enable a decision to be made. This will include:

- A request made by both the applicant and the current tenant in writing.
- Clear evidence that both the tenant and applicant want to have a joint tenancy and understand the implications of shared rights and responsibilities.
- Confirmation from the applicant that they do not have another property elsewhere.

The request for a joint tenancy will only be considered if the tenant has a clear rent account and the Council may not agree to the request if the tenant has succeeded to the tenancy. If the joint tenancy is agreed, the existing tenant will be required to terminate the existing tenancy, sign a new Tenancy Agreement along with the applicant and both will be required to complete tenancy training.

## Joint Tenancy to Sole Tenancy:

A joint tenant may request to change their tenancy to a sole tenancy. Usually this is because of the breakdown of a relationship and it may be that the other joint tenant has left the property. However, the Council cannot simply remove someone from the Tenancy Agreement at the request of the other joint tenant. This can only be done with both parties written confirmation of the request.

All tenants requesting a change to their tenancy will receive relevant information to ensure they understand the implications of their actions and therefore they make informed decisions.

# ANTI-SOCIAL BEHAVIOUR & NEIGHBOURHOOD RELATIONS

Anti-social behaviour can be a real source of distress for people and can seriously impact on the quality of life for both an individual and the community in general. It can range from serious acts of violence and harassment, to more everyday incidents such as noisy neighbours or vandalism of the estate or local area.

Louth Local Authorities take all reports of anti-social behaviour seriously. We are determined to address unacceptable behaviour and will look to work with organisations such as An Garda Síochána and other agencies to develop and deliver solutions to reduce anti-social behaviour.

When you sign your Tenancy Agreement you agree to be a responsible neighbour and to respect the peace and quiet of others. Your enjoyment of your own home should not interfere with the wellbeing or privacy of other people living nearby.

## What is Anti-Social Behaviour?

According to legislation, anti-social behaviour includes but is not limited to:

- Illegal drugs activity in a local authority estate/property. This includes manufacture, production, preparation, importation, exportation, possession of drugs for sale and supply.
- Behaviour which causes significant or persistent danger, injury, damage, loss or fear to any other person living, working or lawfully in the vicinity of a local authority estate.
- Violence (including domestic violence), threats, harassment, intimidation, coercion or a serious obstruction of any person.

### Warning!

Louth Local Authorities will evict you if you or anyone living or visiting your home is convicted of drug dealing from your home.

Anti-social behaviour may also include:

- Persistent or unacceptable levels of noise
- Setting fires on Council property including bonfires
- Frequent visitors or youths causing nuisance
- Animal or pets creating a nuisance
- Dumping rubbish
- Vandalism
- Harassment
- Loitering
- Graffiti

This section is designed to offer you assistance in resolving the problems you may experience, as well as outlining our commitment and approach to addressing anti-social behaviour within our community.

Getting on with your neighbours is your responsibility and common sense plays a large part in making it happen. In practice this means:



- Residents/visitors respect each others right to live peacefully.
- Residents/visitors do not engage in behaviour that offends others.
- Tenants maintain their house and gardens.
- Residents/visitors park their cars in a way that doesn't endanger or interfere with others.
- Residents /visitors taking responsibility for their pets.

### Remember!

As the tenant, you are responsible for the behaviour of your children, your pets and any visitors to your home.

When people live close together, they often do not realise that they are disturbing others. If you can, tell them politely in person that they are causing you a problem. If the problem carries on, contact us. We can give you advice on how to deal with the problem.

## How can I be a good and conscientious neighbour?

- Welcome new neighbours and say hello to them.
- Make sure your house contributes positively to the appearance of an area.
- Alert someone if you notice a change in your neighbour e.g. if you haven't seen them for a while.
- Help neighbours who are unable to take their rubbish out by taking it out for them.
- Get involved in local community groups.
- Control the volume of sound from radios, stereos and TVs, at all times of the day. Do not put these systems against shared walls.
- Make sure you do housework or DIY at reasonable times of the day.
- Keep noise, in or near your home, right down from 10pm to 8 am.
- If you have a dog, do not leave it barking constantly in the home, on a balcony, or out in the garden, and clear up any mess it makes.
- Warn neighbours when you are going to do something particularly noisy: drilling, hammering or having a party.
- Make sure your children think about how their playing habits might affect neighbours.
- Be quiet when you return home late at night. Don't slam car doors, hoot car horns, or shout to your friends.

## Anti-Social Behaviour and Children?

As a member of the community in which you live, it is your responsibility as a tenant of the Council to create a safe and caring environment for your children to play in. The following is a list of items which each child must abide by:

- No reckless ball games allowed where residents property or people are put at risk.
- Children should not climb on walls or enter into residents gardens unless they have permission to.
- Children should not cause a nuisance or annoyance to residents or visitors.
- Toys or bikes should not be left lying on the road at any time.
- If any child is proven to have damaged property, it will be the sole responsibility of the parent/s who will be liable for the cost of damage.
- Children should be encouraged to play their part in keeping their community litter free.

## How does Louth Local Authorities deal with Anti-Social Behaviour?

Louth Local Authorities takes a strong position where we believe acts of anti-social behaviour are taking place. We recognise that prevention, early intervention and support, including mediation, where appropriate, can prevent escalation and resolve the problem. However, if necessary, appropriate and timely enforcement action will also be taken, in accordance with our powers as a local authority landlord.

Local Authorities have specific powers to evict anyone who is engaged in anti-social behaviour. If necessary, the offending tenants may face legal action which could lead to the eviction of the entire family or exclusion of a member of the family (Exclusion Order) from the home and the vicinity of the home. An Exclusion Order may forbid intimidation or other interference with a tenant or anyone else.

Alternatively, a tenant may apply for an Exclusion Order against another member of his/her household who is engaging in anti-social behaviour.

## Reporting Incidents of Anti-Social Behaviour:

If you are experiencing anti-social behaviour, please contact the Anti-Social Behaviour Investigations Officer at your local housing office. You will be required to complete an 'Anti-Social Behaviour Complaint Form'. This is compulsory in order for the Council to investigate the complaint. [All evidence is received in strict and complete confidence.](#) In serious cases you should contact the Garda Síochána so they can take action.

## You can help us by:

- Recording details of any incidents by keeping a log of events.
- Recording devices may also be used to monitor incidents.
- Encouraging any other witnesses to tell us what happened.
- Keeping us informed of what's going on.

Each report of antisocial behaviour will be assessed individually. Depending on the nature of the complaint and the evidence collated, the Anti-Social Behaviour Investigations Officer will then be able to determine what action is recommended, if at all. [If this evidence is used as part of a court hearing, confidentiality will be maintained at all times.](#)

In some cases we will encourage you engage in mediation which may help you and any others involved to work out a way forward. It is best to try to come to some agreement as to how you can get along in the future.

## What happens if a complaint is made against me?

You will be contacted by the Anti-Social Behaviour Investigations Officer to give your account of any specified incidents. Once this has been done, you will be advised what, if any, action is to be taken against you.

## Malicious Complaints:

Complaints found to be made 'maliciously' may result in action being taken against the complainant.

## Will Louth Local Authorities re-house me if I am evicted from my home for anti-social behaviour?

No. If you are evicted from a local authority house due to anti-social behaviour, you will be deemed as making your self intentionally homeless and will therefore not be given another local authority house. You may not be entitled to rent supplement.

### Remember!

Louth Local Authorities may also refuse a transfer application if the tenant has a record of anti-social behaviour.

### Owner Occupiers:

If you have bought your local authority house and a member of your household is found to be causing anti-social behaviour in the estate, Louth Local Authorities can apply to the court for an Exclusion Order to prevent that person from living and entering the estate.

### Tenants with a prison sentence:

Louth Local Authorities must make best use of limited housing stock and will seek to terminate tenancies on properties that are unoccupied for long periods of time. This also applies to tenants who receive long terms prison sentences.

A long-term prison sentence will be defined as any greater than 6 weeks, as a temporary absence from home is classed as anything less than 6 weeks in any 52 weeks. Where there is a joint tenant Louth Local Authorities will liaise directly with the remaining tenant to ensure that the interests of both tenants are maintained.

However, we are aware that in some circumstances the property may well be a significant factor in the long-term rehabilitation of the offender. We will therefore take into account the needs of the individual tenant and the views of the probation system and courts. In all cases contact will be made with the probation service to ascertain the prisoner's whereabouts and length of sentence.

Where a prison sentence is less than 6 weeks Louth Local Authorities will carry out the following investigations and checks at regular intervals that:

- Rent is being paid.
- The tenancy continues to be conducted satisfactorily.
- The tenant has an intention to return.
- Bail conditions do not or are unlikely to exclude them from the area that the property is in.

Providing the above is met no further action will be taken to terminate the tenancy. Where this is not the case Louth Local Authorities may seek to terminate the tenancy.

## TENANT PARTICIPATION IN ESTATE MANAGEMENT

Estate management is all about creating vibrant communities, sustainable neighbourhoods and a sense of pride for all living there.

We encourage you to become actively involved in the running of your estate. To assist in this, Louth Local Authorities employs two Tenant Liaison Officers. They will deal individually with any queries you have regarding your tenancy and will work with the local Residents Association or community group for your area.

### What is a Residents Association?

A residents association is a group/committee of people who live in the same area and work together for the good of their community. They play an important role by representing the views of their community. We hope that you will join and work with your local residents group to make your estate a nice, clean and safe place to live.

### Setting Up A Residents Association?

In both new and already established estates, the local authority provides support through the Tenant Liaison Officer to assist in the setting up of a residents association. The long term aim is that you will be part of a community, which is represented by an active residents association, which can communicate effectively with the local authority.

If there is no Residents Association operating in your area and you and your neighbours are interested in establishing one, you should contact your Tenant Liaison Officer in the local authority.

Housing estates with a residents association will generally look tidier and be well kept, be litter free and be a more pleasant place to live.

### Amenity Grant Scheme

Louth Local Authorities actively support residents associations and community groups through the provision of Amenity Grants, which is given to assist groups in environmental works in their area including clean ups, planting, hanging baskets and composting. For further information on Amenity Grants, contact your Environment Section or Tenant Liaison Officer.

## MOVING ON AND ENDING YOUR TENANCY:

At some point in your tenancy you may consider the possibility of leaving your home and ending your tenancy with the Council. Before you take action to end your tenancy please speak to a member of staff who will be able to give you appropriate advice and assistance before making your final decision. However if you do wish to end your tenancy with Louth Local Authorities the following procedures will apply:

- You must provide four weeks written notification to end your tenancy and you must complete a 'Tenancy Termination Form' which can be obtained from your local housing office. If you give less notice than this, or hand in your keys early, we may charge you rent for the full notice period.
- By ending your tenancy you are giving up all your rights and the entitlement to the property and in doing so your future housing needs will not be the responsibility of the Council.
- Arrange with the housing office for a pre-termination house inspection.
- You must pay all of the rent and other charges owing on your property up until the end of your tenancy. If you do not do this court proceedings may be initiated to recover the debt. This may result in you having difficulty getting credit in the future or housing from another landlord. **Louth Local Authorities will actively pursue arrears owed by former tenants through court action where necessary.**
- You must repair or replace any parts of your home that have been damaged while you have lived there. We will charge you if you do not make these repairs.
- You must clear out your property and remove all rubbish and/or unwanted furniture before you move. You can get rid of rubbish and bulky items at one of the household recycling centres.
- You must return all keys to the property by midday on the day the tenancy ends. This includes front door and backdoor keys, window keys and keys for shared gates (i.e. to alleyways). If we have to change the locks because you have not returned your keys we may charge you for this.

### Remember!

If you leave your Council house you are not permitted to remove permanent fixtures and fittings that you have installed for example, fire place, kitchen units, shower etc.

If you do not hand the keys to your home back to the Council, you may be deemed as making yourself intentionally homeless any may not be eligible for rent supplement or re-housing by the Council.

### Moving-out checklist:

- Give four weeks' written notice.
- Pay all rent and charges up to the end of the tenancy.
- Make sure any repairs are carried out.
- Leave the property clean and tidy.
- Take final readings from your gas and electricity meters and tell your suppliers the date you are moving, your new address and give them the final readings.
- All open gas supplies to be capped off by a registered gas fitter including cookers.
- The water is turned off at the stopcock.
- All windows and doors are closed and secure and that you return all your keys, including keys for window locks.
- Everyone must leave the property with you including any lodgers.

If you fail to comply with the above procedures and leave the property without advising the Council or do so without returning the keys, this could have an impact on any future housing application you make with the Council or any other local authority as you will have been deemed as having abandoned the property.

## LOCAL BOTTLE AND CLOTHING RECYCLING BANKS

### Louth County Council

1. Car Park, Main Street, Blackrock
2. Car Park, Carlingford
3. Car Park, Louth Co. Co. Area Office, Dunleer
4. Primary School, Walshestown
5. Car Park, Tennis Courts, Clogherhead
6. Car Park, St. Laurence's Hall, Omeath
7. Forecourt of Bellurgan Service Station, Bellurgan
8. Forecourt of Kirk's Shop, Monvallet
9. Forecourt of Carrick Road Service Station, Ardee
10. Forecourt of Byrne's Service Station, Dromiskin
11. Car Park of Parochial Centre, Collon
12. Car Park of Church, Louth Village
13. Car Park of Graveyard, Kilsaran

### Drogheda Borough Council

1. Car Park at Abbey Shopping Centre, Drogheda
2. Car Park at Bolton Square, Drogheda
3. Car Park at Mell, Drogheda
4. Open space at Platin Road, Drogheda

### Dundalk Town Council

1. Car Park, Community Gardens, Hoey's Lane, Muirhevnamor
2. Car Park, St. Gerard's Square, Barrack Street, Dundalk
3. Duffy's Car Park, Long Walk, Dundalk

### Bring Banks at Schools

1. De La Salle School, Castletown Road, Dundalk
2. Our Lady's College, Greenhills, Drogheda
3. St. Joseph's CBS, Newfoundwell, Drogheda

14. Grounds of Old National School, Kilkierley
15. Ferdia Park Housing Estate, Ardee
16. Grounds of Tullydonnell National School, Tullydonnell, Dunleer
17. Lands adjacent to Kilcurry Community Centre, Kilcurry
18. Grounds of Community Hall, Philipstown Village, Dunleer
19. Car Park of Jenkinstown Post Office, Jenkinstown, Dundalk
20. Forecourt of Stepside Service Station, Drogheda Road, Ardee
21. Cost Cutter's Car Park, Termonfeckin

5. Car Park at King Street, Drogheda
6. McMahon Timber, Moneymore, Drogheda
7. St. Mary's Parochial Hall, Millmount, Drogheda
8. Ballsgrove Pharmacy Drogheda
9. Forecourt of shopping centre at Wheaten Hall

4. Council Car Park at the Ramparts/Gray's Lane, Dundalk
5. Car Park at Tennis Club, Meadow Grove, Dundalk
6. Forecourt of Castletown Service Station, Castletown Road
7. Car Park along the side of Harp Lager Brewery

4. Dundalk Grammar School, Dundalk
5. O'Fiaich College, Dublin Road, Dundalk

## USEFUL NUMBERS

### Louth Local Authorities

#### Louth County Council

Reception .....	042 933 5457
Housing .....	042 935 3160
Environment .....	042 935 3130
Repairs Reporting .....	042 932 4260
Homeless Section .....	042 9324282/83

#### Drogheda Borough Council

Reception .....	041 9876 100
Housing Section .....	041 9876 197
Housing Repairs .....	041 9876100
Environment Section .....	041 9876196
Emergency out of hours .....	041 9833511

#### Dundalk Town Council

Reception .....	042 939 2900
Housing .....	042 939 2988
Environment/Litter .....	042 939 2906
Engineers/Repairs Reporting .....	042 939 2900
Emergency out of hours .....	042 9332276

Dog Warden .....042 9382398  
(for all three authorities)

#### Community Welfare Offices

Ardee .....	041 685 3639
Market Street, Ardee	
Drogheda (East/West) .....	041 984 3315
North Quay, Drogheda	
Drogheda (South) .....	041 983 3163
Health Centre, Ballsgrove	
Dundalk (South) .....	042 933 1311
Health Centre, Muirhevnamor, Dundalk	
Dundalk (excl South) & .....	042 935 7985
Louth/Carlingford	
Adelphi Court, Dundalk Dunleer	042 938 2991
Health Centre Dunleer	

### Department of Social & Family Affairs

Drogheda .....041 987 1130  
Custom House Quay, Drogheda

Dundalk .....042 939 2600  
Gov. Buildings, St Alphonsus Road, Dundalk

Ardee .....041 685 0950  
Moore Hall, Ardee

#### Hospitals

Louth County Hospital, .....042 933 4701  
Dundalk

Our Lady of Lourdes, .....041 983 7601  
Drogheda

#### Other Services

#### St Vincent de Paul

Jocelyn Street, Dundalk .....042 933 9056  
Fair Street, Drogheda.....041 983 9848

#### Citizens Information Centre

4 Adelphi Court, Dundalk .....042 932 9149  
1 Mayoralty Street, Drogheda ....041 984 4508

#### Refuse Collection

ACE Environmental.....042 9377167  
Oxigen .....042 933 0789  
Panda .....1850 62 62 62

ESB Customer Supply .....1850 372 372  
Bord Gais Customer Supply.....1850 456 200  
Bord Gais Emergencies.....1850 205 050

### An Garda Síochána

Ardee .....	041 685 3222
Blackrock .....	042 932 2194
Carlingford .....	042 937 3102
Castlebellingham .....	042 937 2205
Clogherhead.....	041 982 2222
Collon .....	041 982 6102
Drogheda .....	041 987 4200
Dundalk .....	042 933 5577
Dunleer .....	041 685 1202
Hackballscross .....	042 937 7142
Omeath .....	042 937 5175

#### Money Advice and Budgeting Service

1 Mayoralty Street .....041 984 2810  
Drogheda

3 Roden Place .....042 932 7823  
Dundalk

#### Drogheda Homeless Aid Association

35 North Strand Road, Drogheda, Co.Louth

#### Drogheda Women's & Children's Refuge Centre

Saint Anthony's Priest's Lane,  
Drogheda, Co. Louth

#### Dundalk Women's Aid

P.O. Box 60, Dundalk, Co. Louth

#### Dundalk Simon Community

P.O. Box 26, 63 Barrack Street,  
Dundalk, Co. Louth

### CONTACT ONE OF OUR OFFICES AT:

Dundalk Town Council  
Town Hall  
Crowe Street  
Dundalk  
(042) 9392900

Louth County Council  
County Hall  
Millennium Centre  
Dundalk  
Co.Louth  
(042) 933 5457

Drogheda Borough Council  
Fair Street  
Drogheda  
Co.Louth  
(041) 98 76 100