



**Peter  
McVerry  
Trust**

Opening doors for  
homeless people

# TENANT HANDBOOK 2020



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## INTRODUCTION

# SECTION 1

## TENANCY AGREEMENT

The tenancy agreement is a legal document which means that either you as the tenant or Peter McVerry Trust as the landlord may have their rights enforced by the Residential Tenancies Board, the Circuit Court or the High Court.

The rights and duties of both Peter McVerry Trust and you, as our tenant, are set out in your tenancy agreement. If you are joint tenants, then the term 'tenant' refers to both or all of you.

This handbook refers to your tenancy agreement and will provide details on how rent is assessed, payment of service charges, tenant and landlord obligations and guidance on your tenancy agreement. However, your actual tenancy agreement overrides anything contained in this handbook. If you moved into your home before April 2016 the terms and conditions contained in the tenancy agreement issued to you when you moved in are now amended to comply with the Residential Tenancies (Amendment) Act 2015.

The "probationary period" means the period of six months from the date of commencement of your tenancy. You do not have security of tenure which means that the tenancy can be terminated within that time. At the end of the 6 months you will acquire statutory protection which continues for 5½ years providing, that no notice of termination has been served on you. Thereafter, Peter McVerry Trust may only terminate the tenancy pursuant to Section 34 of the Residential Tenancies Act.

The continuation of your tenancy agreement and your right to continue to live in your home depends on you complying with all terms and conditions set out in the tenancy agreement.

Full information on the Residential Tenancies Act can be found on the Residential Tenancies Board's website [www.rtb.ie](http://www.rtb.ie).

A member of the Housing with Supports team or your nominated Keyworker will answer any questions you may have in relation to your tenancy agreement.

## Definition of Words and Phrases

The following are definitions of some of the words and phrases used in your tenancy agreement.

### *Tenant, Dwelling and Association*

**Agreement:** The Agreement is your Tenancy Agreement.

**Dwelling:** means the house or apartment in which you are a Tenant.

**Peter McVerry Trust:** means your landlord.

**Tenant:** means the person or persons to whom Peter McVerry Trust have issued a Tenancy Agreement, and those who have signed that agreement. The term 'tenant' applies equally to each person in a joint tenancy. The term 'you' means the tenant(s).

**Household:** refers to all persons who normally reside with the Tenant as listed at Schedule 1 of this Agreement and approved by PMVT.

**Guests or Visitors:** refer to those who are invited into the Unit or onto the Scheme by the Tenant and or a Member of the Household.

**Common Areas:** are those areas of the Scheme that the Tenant has use of, apart from the Unit.

**Contents:** are those items brought into the Unit by the Tenant and or the Members of the Household which is separate from the fabric of the Dwelling/Unit.

**Data Protection:** is how the privacy rights of individuals are safeguarded in relation to the processing of their personal data. The Data Protection Act 2018 and GDPR confer rights on individuals as well as placing responsibilities on those persons processing personal data and under this Agreement means PMVT in its capacity as a Data Controller.

**Probationary Period:** means the period of six months from the date of commencement of the Tenancy Agreement and the information provided in Clause 16 of the Tenancy Agreement.

**Utilities:** include, but are not limited to, water, gas, electricity, oil heating, cable television, telephone and any ISDN line or other connection for data consumed or supplied to the Apartment, duplex or house, as applicable.

### *Rent, Service Charge and Other Charges*

The rent, service charges and/or any other utility charges (including water charges) which you are required to pay are set out in the Agreement and/or other correspondence.

## *Termination of Tenancy*

**Termination:** means bringing your tenancy agreement and right to live in your home to an end. In the event that either you or PMVT wishes to terminate the Agreement the party wishing to terminate must give the other party the required period of written notice as specified in your tenancy agreement. The length of notice required depends on the reason for terminating the tenancy and or how long you have lived in the home. See Section 17 of your tenancy agreement.

## *Occupation*

**Occupation:** refers to you living in the property as a tenant. The tenancy is dependent on you using the premises as your only home and on you continuing to comply with all of the terms and conditions contained in your tenancy agreement. PMVT is entitled to recover possession as set out in your tenancy agreement.

## *Inspection of Dwelling*

When you sign the tenancy agreement, you have agreed to accept the dwelling in the condition in which you receive it at the commencement of the tenancy. Given that you have had an opportunity to inspect the dwelling and premises or you are otherwise familiar with its condition.

## **Peter McVerry Trust's Responsibilities**

PMVT have responsibility for the following;

### *Your Right to Possession*

PMVT will not interfere with your right to live in the dwelling as long as you, the tenant, complies fully with the conditions laid out in the Tenancy Agreement.

### *Maintenance of the Dwelling*

PMVT will maintain the dwelling in a proper state of structural repair in accordance with current Housing Standards legislation and PMVT policy.

PMVT will not be liable for the repair of any damage resulting from the fault, misuse, neglect or carelessness of you, or your household, or guests or visitors to the dwelling.

## *Registering of Tenancies*

PMVT will register all tenancies with the Residential Tenancies Board, subject to certain provisions.

## *Your Rent Account Information*

PMVT will inform you of the weekly rent payable upon commencement of your tenancy and following any and all annual rent reviews.

PMVT will provide you with a statement of your rent account every quarter which will document all rent due and payments received.

PMVT shall enquire into the reasons for failure to pay rent when due and allow a reasonable period for you to remedy the non-payment of rent before starting a dispute application with the RTB for rent arrears.

## *Refuse Storage*

PMVT will provide appropriate means of refuse storage except where this is your responsibility or that of a management company.

## *Insurance*

PMVT will insure the structure of the dwelling only. The contents of your dwelling (home) must be insured by the Tenant. We would recommend that Tenants do insure contents of the dwelling.

## *Confidentiality*

PMVT will treat as confidential all personal data given to us in accordance with Data Protection Act 2018 and GDPR. Please note for GDPR and verification purposes, each time you call our Office, we must verify who you are, and ask your full name, address and either your date of birth or PPS no.

## **Your Responsibilities as a Tenant of Peter McVerry Trust**

Your tenancy agreement sets out your obligations as a tenant and these are also contained within The Residential Tenancies Act.

### *Rent, Service Charge and Other Charges*

It is your responsibility to ensure that your weekly rent and service charges as applicable is paid weekly in advance on or before the Monday of each week.

If your main source of income is from the Department of Social Protection you are required to complete and sign a Household Budget form to facilitate a deduction from your weekly social welfare payment of and allow the An Post team to direct payment of your rent to PMVT.

You are required to provide details of your household and income within 14 days of request to enable PMVT to accurately assess your rent. Any changes to your circumstances must also be notified to PMVT.

As our tenant, you are also liable to pay all taxes, service charges or utilities applicable to your home.

### *Repairs and Maintenance*

It is your responsibility to ensure that your home is maintained in a clean condition and good state of repair. You should ensure that all repairs for which you are responsible for are carried out without delay and to a satisfactory standard.

You must repair to the satisfaction of PMVT or bear the cost of repairing any fixture or fitting if it is found to have occurred as mis-use, neglect or damage considering the age, character and life expectancy of same.

If a fixture or fitting have been damaged accidentally or through neglect or carelessness by you or any member of your household or guest/visitor to the dwelling it shall also be deemed the responsibility of the tenant to bear the cost of the repair.

If your home has a garden or balcony, you must keep it in good condition and free from waste or litter.

- Gully traps must be kept clean and clear.
- Grass must be cut regularly in season.
- You shall not plant trees or shrubs which may cause damage to your home or neighbouring properties.
- You must trim all hedges and trees seasonally.

You must make use of any arrangements made by PMVT or Management Company for the removal of refuse and you shall not allow any accumulation of refuse in or around your dwelling. Where arrangements for refuse disposal are not provided, you shall make provision for its disposal and pay all costs incurred.

You are responsible for maintaining your own furniture, appliances and other fixtures and fittings. You are also responsible for maintaining any furniture or appliances that have been "gifted" (provided) to you in a leased dwelling.

You must report to PMVT all defects and necessary repairs which are not your responsibility as soon as that you become aware of them.

A full list of repair responsibilities is set out in the schedule on Pages 27-32.

### *Use of Dwelling*

You must use the dwelling as your only home. You cannot assign (give to) or transfer, sub-let or part with possession of the dwelling or any part of it. Your home shall be used only as a private dwelling for you and those authorised by PMVT to reside there.

### *Conduct of Tenant*

You must act in a responsible manner both in respect of the treatment of your home and any adjoining property and avoid any conduct likely to cause a nuisance, danger or annoyance to PMVT, and any occupiers of the same building or occupiers of adjoining buildings. You are also responsible for the behaviour of guests and visitors, relatives and others who are temporarily or permanently resident in the dwelling and for any persons visiting the premises. Please refer to Section 6 on anti-social behaviour for further information.

### *Parking*

You must not park or allow to be parked any large commercial vehicle, truck, trailer, caravan, mobile home, boat or any other vehicles in such a position as to be a nuisance or annoyance. Vehicles should only be parked in a driveway or a designated parking area or communal parking area managed by PMVT or Management Company if they are road worthy, taxed and insured.

PMVT or Management Company reserve the right to remove and impound any vehicle, truck, trailer, caravan, mobile home or boat that may cause a nuisance/ annoyance or is not road worthy, taxed and insured.

### *Access*

We will not normally call to your home without notifying you in advance. However, you are required to provide access to your home to PMVT staff or contractors at reasonable times for the purpose of inspecting the state of repair of the dwelling, carrying out repairs or to conduct annual and routine property inspections. In the event of an emergency, we may require access to your home urgently and in such an event we may not be able to provide you with notice of such.



### *End of Tenancy Liability*

The process involved in ending a tenancy and moving out is described in greater detail in Section 8. You may be liable for PMVT costs should you move out of your home and leave it in an unacceptable condition.

### *Matters Which Require Written Permission*

You must obtain PMVT written consent if you are planning to:

- Add additional occupants to the household.
- Carry out alterations or to make any additions to the premises including the electrical and plumbing systems and fixtures such as, sheds, greenhouses, satellite dishes, new fireplaces, immersion heaters and sink units; the exterior of the premises.
- Keep a domestic pet.

### *Use of Petroleum Gas*

The storage or use of liquid cylinder gas/paraffin heaters/cookers is not permitted in your dwelling, the staircase, landing or any part of the building for health and safety reasons.

### *Keys/Fobs/Locks*

The Tenant is responsible for all keys to the dwelling (home) and must inform PMVT of any loss or theft as soon as possible. It is not the responsibility of PMVT to replace lost or stolen keys to your home.

You shall be required to pay for the replacement of any key, letter box key or entrance door fobs which are subsequently lost or mislaid which were given to you at the start of your tenancy.

Likewise, the replacement of door locks in this event will be your responsibility to pay for.

### *Replacement of Glass*

You are responsible for the replacement of broken or cracked glass caused by wilful or accidental damage by a member of your household or guest to your home. If you have been the victim of a crime having reported the incident to the Gardaí, you will be asked to provide the crime reference number.

### *Insurance*

As the tenant, it is your responsibility to insure the contents of your home, PMVT do not insure any contents belonging to a tenant or their guests and visitors within your dwelling.

The tenant must insure their own contents and personal belongings under a separate Insurance policy, which must be independently arranged by themselves. In general, the standard Insurance perils under a standalone Contents Policy are as follows:

Damage caused by, Fire, Lightning, Explosion, Aircraft, Earthquake, Riot, Civil Commotion, Malicious Damage, Storm or Flood, Bursting or Overflowing of Water Tanks, Pipes or

Apparatus, Impact by any Road Vehicle or Animal, Glass Breakage & Theft (as a result of forcible or violent entry to or exit from the premises) including Accidental Damage.

Regardless of the cause or source of the damage to the dwelling, any damage to your contents is not covered under the insurance policy held by PMVT. Any damages or loss to your contents, must be referred to your own Contents Insurance Policy and Insurer.

## **When and How Can Peter McVerry Trust Seek to Terminate the Tenancy**

We hope that when we offer you a home, you will settle in and enjoy living in it long term and we are committed to working with you to achieve this. PMVT would not seek to end a tenancy unless there are circumstances where this is unavoidable or where a tenant breaches their tenancy agreement with us. There are legal requirements on PMVT as your landlord around the length of notice we must give you and the grounds under which we can seek to repossess your home. This will depend on how long you have been living in your home and the reason we wish to terminate your tenancy. If you have breached your tenancy agreement, then the notice required is shorter. A Notice of Termination will only be issued in writing.

### *The first 6 months of your Probationary tenancy*

During the first 6 months of your tenancy PMVT is not required to provide a reason for terminating your tenancy. During this time your tenancy is deemed to be probationary in nature and PMVT may terminate your tenancy by serving you with 28 days' notice in writing.

### *The following 5½ years or Part 4 Tenancy*

Means the right acquired by the Tenant to remain in the premises for a period of 5½ years after the expiration of the Probationary Period has elapsed unless notice of termination has been served within the Probationary Period.

Thereafter PMVT may only terminate the tenancy pursuant to one of the 5 grounds within Section 34 of the Residential Tenancies Act.

### *Ground 1: Breach of tenancy*

This means that as the tenant you have failed to comply with one or more of the terms and conditions contained in your tenancy agreement and as such a breach has occurred.

Examples include:

- Failure to pay rent and or service charge.
- Unacceptable conduct of tenant, member of household or guest or visitor which includes anti-social behaviour.

- Failure to maintain areas of property which fall within the responsibility of the tenant or causing damage to the property.
- Failure to maintain in acceptable condition any furniture or equipment provided by PMVT.
- Failure to provide requested information or providing false or misleading information to PMVT.
- Subletting all or part of the property.
- Failing to use the property as your principle home or using it for purposes other than residential.

It is important to be aware that a tenant evicted for a breach of these or other conditions or part of them may be deemed for the purposes of re-housing to have deliberately rendered themselves homeless within the meaning of Section 11 [2] [b] of the Housing Act, 1988 and may not be provided with another home by PMVT, social housing landlord or Local Authority.

*Ground 2: The dwelling is no longer suitable to the accommodation needs of the tenants*

This means that your household has outgrown the property and there are no longer sufficient bedrooms to adequately accommodate you or there are other reasons which result in the property being deemed unsuitable to meet your housing needs which includes under occupation.

*Ground 3: PMVT intends to sell the dwelling within 3 months*

This ground would only arise if PMVT intended to transfer the ownership of the dwelling to another party and as such it is not possible for us to remain on as your landlord.

*Ground 4: PMVT intends to substantially refurbish or renovate the dwelling*

This may arise if there are substantial works required to the dwelling which cannot be safely or practically undertaken if you are living there. In such circumstances PMVT would offer you alternative accommodation and you have the option to return to your property if it is available within 6 months.

*Ground 5: PMVT intends to change the use of the dwelling*

This may occur if PMVT intended to redevelop the building. Alternative accommodation would be offered to you in such circumstances with the option to return within 6 months if this is appropriate.

*Notice periods required*

A tenancy can only be terminated following the service of a Notice of Termination. The period of notice required is set in legislation and is different depending on whether or not the notice is being served as a result of a breach.

If you have breached your tenancy (See Ground 1).

PMVT will serve you with a 28-day Notice of Termination if you

have breached your tenancy, however this may be reduced to 7 days in certain circumstances for example anti-social behaviour.

If your tenancy is subject to a Part 4 tenancy, then PMVT must first write to you to inform you of the breach and give you a reasonable time to remedy it. If you do not do so, then PMVT may proceed with serving you a Notice of Termination.

If you have not breached your tenancy but PMVT requires possession (See Grounds 2-5) the following notice periods are required;

Duration of Tenancy	Notice Required
Less than 6 Months	28 days
Not Less than 6 Months, but less than one year	90 days
Not less than one year, but less than three years	120 days
Not less than three years, but less than seven years	180 days
Not less than seven years, but less than eight years	196 days
Not less than eight years	224 days

*Serving a Notice of Termination*

PMVT may serve a written Notice of Termination on you in any one of the following ways:

- Personally.
- By leaving the same with a resident over sixteen years of age or someone employed in the dwelling.
- By leaving the same at the dwelling whether such dwelling is occupied or not.
- By posting the same in a prepaid registered envelope addressed to the tenant at their last known place of residence.

If you receive such a Notice of Termination from PMVT, you should seek legal advice and contact your Housing with Supports manager immediately.

You must continue to pay your rent until the Notice of Termination expires at which point you must return the property back to PMVT.

If you continue to remain in the dwelling PMVT will refer the matter to the Residential Tenancies Board who will make a determination order.

During this time, you must continue to pay PMVT the weekly rent charge for the property from the date of expiration of the Notice of Termination to the date on which possession shall be delivered to PMVT.

If you fail to leave the property as required under the determination order, PMVT will refer the matter to the District Court for enforcement.

The required procedure for moving out of your property as described in Section 8 applies.

# SECTION 2

## RENT

### Rent Assessment

PMVT is committed to maintaining affordable rents for people on low incomes. Rents are in the main, set by one of the following schemes:

#### *Capital Assistance Scheme*

Rents are determined by taking into account the household size and the cost of providing and maintaining the dwelling. Rent Supplement is payable for those eligible tenants who satisfy a means test under the Supplementary Welfare Allowance Scheme administered by the Department of Social Protection. Maximum rent supplement levels are laid down in the Social Welfare (Consolidated Supplementary Welfare Allowance) (Amendment) (No.2) (Rent Supplement) Regulations 2007.

#### *Differential Rent Scheme*

This scheme applies to properties where tenancies are allocated to applicants eligible for local authority housing. The rent is determined by the income of all household members and the rent assessment structure will be similar to the local authorities' differential rent system.

The rent is reviewed annually each year.

#### *Annual Rent Review*

Rent is reviewed on an annual basis and takes effect from the **first Monday in April** of each Calendar year. This is known as the **Rent Review Date**.

When signing your Tenancy Agreement, the Tenant agrees that PMVT will review the differential rent payable by the **first Monday in April** of each calendar year, or as soon thereafter, as maybe practicable. Prior to this date, PMVT agrees that it will issue a Confidential Income Statement (CIS) form to the Tenant for completion and return to PMVT by **an assigned date**. This form is issued in advance and once successfully completed, will allow PMVT to determine the current income of the Tenant and calculate the new Rent payable by the Tenant for the next calendar year.

Within the conditions of your Tenancy Agreement, the Tenant also agrees that in the event of failing to complete and return the CIS Form with all supporting documentation, PMVT has the right to retrospectively (backdate) charge and seek to recover any increase in rent from the Rent Review Date of the applicable calendar year.

Failure to return a completed Confidential Income Statement (CIS) form with acceptable proof of income is a breach of tenancy and will be dealt with accordingly. A warning indicating the likely action will be sent to the tenants who have not submitted their income statement by the required date. Action being taken, would include, but not restricted to, an appropriate increase to your weekly rent until the completed CIS form is submitted with proof of income.

### Local Authority Differential Rent Schemes

#### *“What Happens if my income changes?”*

If your income increases or decreases you should immediately notify your Income/ Rent Co-ordinator. This will likely lead to the weekly rent being re-assessed except for those living in a CAS funded property. If you fail to notify PMVT promptly about a rise in income this may lead to the weekly rent increase being back-dated. If you fail to notify PMVT promptly about a decrease in income, PMVT is under no obligation to back-date your rent from the effective period and will be at the discretion of PMVT.

#### *“How often do I have to pay rent?”*

Rent must be paid weekly. Rent is charged on a weekly basis every Monday. If it is easier for you to pay your rent monthly or fortnightly then you should discuss this with your Keyworker, however the requirement to pay in advance remains.

### ***“Where and how do I pay my rent?”***

There are currently five ways of paying rent:

1. By Standing Order from your bank or building society – your Keyworker can give you a form to complete. If for any reason you wish to cancel your Standing Order, please contact your Income/Rent Co-ordinator.
2. Household Budget (HHB) – HHB allows people who receive certain welfare payments into the post office to have their rent deducted from their weekly payment. If you are in receipt of such a payment you will be required to complete a household budget form.
3. By post – please do not send cash via the post. Cheques and postal orders should be made payable to PMVT. Please always write your name, address and rent account number on the back of any postal payments. Always remember to keep your receipts.
4. By Cash – Payable to your Local Office. Please ensure to keep receipt issued as proof of payment.

In some schemes, rents are calculated according to the Local Council's Differential Rent Scheme. A similar process applies to that detailed in PMVT's Differential Rent Scheme above, however the formula used and review times may vary.

### ***“How can I check my rent account?”***

PMVT will send you a rent statement which will detail weekly rent charges made and any payments received. You may also contact the office and request a statement at any time. Rent statements are issued every quarter. You should check this statement to ensure that the amounts correspond to the payments you have made. This is why it is important for you to keep any receipts received for payments made.

You should be aware that payments made around the time the statement is produced may not appear until the next statement. If you discover any discrepancy in the rent statement you should contact your Keyworker as soon as possible so that this can be checked.

## **Rent Account**

### ***“If I get into rent arrears, what will happen?”***

Depending on the amount of rent arrears the following action may be taken by PMVT:

We will notify you of the arrear and ask you to pay outstanding rent. We will allow you a minimum period of 14 days to remedy the arrears.

1. We will offer advice on how to manage your debt or refer you to a money advice centre (i.e. MABS).
  2. We may visit you and ask you to complete an income and expenditure form.
  3. We will ask to meet with you to reach a repayment agreement with you and as long as you repay the arrears and continue to pay your rent no further action will be taken.
  4. A 'Notice of Termination' may be issued if you fail to pay your arrears and rent.
  5. We may refer the matter to the Residential Tenancies Board and you may be asked to attend a hearing which could lead to the loss of your home.
  6. As well as losing your home, you may incur legal costs, you may not be entitled to further housing from the local authority and your credit rating could be adversely affected making it very difficult for you to get loans or credit in the future.
- At all times, remember that PMVT will help with advice, form-filling etc. in the strictest confidence. In the event of exceptional, unforeseen and genuine financial hardship you may apply to PMVT for a discretionary rent reduction under our hardship policy for a limited period of up to 6 months.

## Rent Arrears

### ***“What if I have problems paying my rent?”***

If you have any difficulties paying your rent it is vital that you contact your Keyworker as soon as possible. Confidential help and advice is available and staff will do all they can to assist you and prevent you getting into further debt. Please do not ignore any calls or letters we may send you in relation to your rent.

### ***“What will happen if I do not pay rent?”***

It is essential to pay rent. Not paying rent can lead to you losing your home with us.

## Service Charges

### ***“When am I liable to pay a Service Charge?”***

PMVT will levy a Service Charge if any of the following services (usually relating to communal facilities) are provided:

- Grounds maintenance or landscaping costs.
- Cleaning of communal areas & window cleaning.
- Heating and lighting of communal areas.
- Communal furniture and fittings costs including any communal laundry equipment.
- Maintenance and repairs to communal areas including lifts and fire alarm systems.
- Emergency lighting and CCTV/intercom systems.
- Refuse collection & waste management charges.
- Administration expenses.

In some buildings, communal services may be wholly or partly provided by an outside Management Agent and their fees will also be charged. The service charge is calculated by dividing the total costs to PMVT by the number of units in the scheme. The weekly service charge set is based on actual and anticipated expenditure. Any change to the weekly service charge will be notified to you (normally on an annual basis) in writing giving at least 4 weeks' notice. PMVT endeavour to discount service charges levied on tenants as much as possible.

## SECTION 3

### REPAIRS & MAINTENANCE

As a tenant you are responsible for ensuring that the property is kept clean and well cared for. A schedule of repair responsibilities has been provided at the end of this section. You are also asked to notify us as soon as possible if a repair is needed and to provide access for our staff and contractors to inspect and complete the repair works.

#### **Repair Priorities**

Repairs will be given a priority by PMVT which also determines the timescale within which we aim to complete the work. By giving us as much detail as you can along with contact/access information and the best times to call, we can then advise our contractors who have been instructed to attend. Not all repairs are the responsibility of PMVT, so please familiarise yourself with the types of repairs which are your own responsibility before you contact us. Of course, if you are not sure just telephone and we can confirm that for you. PMVT will not carry out repairs which have been identified as tenant responsibility.

#### *Emergency*

We will respond to your request and aim to attend and make safe within 24 hours. Examples of emergency repairs include:

- Uncontrollable major plumbing leaks.
- Complete heating failure (in consistent and extreme cold weather).
- Breakdown of lifts where PMVT manage the lift.
- Where there is a possible risk of damage to buildings or injury to persons.
- Gas leaks – in the first instance contact Gas Networks Ireland on 1850 20 50 50.

#### *Urgent*

We will respond to your request and undertake the repair within 4 working days, providing it is not a tenant responsibility. Examples of an urgent repair would include:

- Insecure external windows.
- Leaking roofs where it is safe for the contractor to repair and not impacted by high winds.
- Blocked drains/sink (re-chargeable to tenants in some cases).

## *Routine*

We will respond to your request and undertake the repair within 28 days. Example of a routine repair would include:

- Easing doors and windows
- Repair of internal door entry system handsets.

## *Planned*

Some non-urgent repairs may not be prioritised within the pre-described timescales and may be designated as planned work which will be completed under a planned maintenance programme. You will be advised of repairs which fall within this category.

## *Target Times*

PMVT's staff and contractors will make every effort to complete the repairs within the target response times. If your repair has been logged by staff and confirmed to you by text or email and the target response time has expired, then you should contact your Keyworker or any member of PMVT staff and let them know.

## *Call Out Charges*

Please note that PMVT will aim to carry out all repairs within the appropriate timescale. It is therefore essential that arrangements can be made for our contractors to gain access to carry out the repair. If you do not keep to the arrangement made, PMVT will pass on the cost of the missed appointment with the Contractor onto you.

## ***"How do I report a repair?"***

Contact the office or your Keyworker by telephone, in writing or by e-mail. If outside office hours, please contact our emergency contact number Regional Number.

Please describe the repair and when access will be available for the repair to be undertaken. Depending on the type of repair an inspection may be required before the repair is undertaken.

PMVT is not responsible for any repairs deemed the responsibility of the tenant if it is found to have occurred because of mis-use, neglect or damage considering the age, character and life expectancy of the fixture or fitting.

If damage has occurred due to inappropriate use, excessive wear and tear or other avoidable damage to a fixture, fitting or interior or exterior surface (e.g. a blocked drain by food waste or a nappy, broken kitchen units or sanitary ware) the tenant is responsible. Accidental damage, such as broken windows are not the responsibility of PMVT either.

PMVT agrees to keep or where appropriate procure that it is kept in good repair, the portions of the dwelling (unit) for which PMVT is responsible and fulfil all its obligations under the current Housing Standards Regulations. PMVT reserve the right to review and vary repairing responsibilities from time to time.

## **Alterations and Home Improvements**

We hope that you will make your property your home and we encourage home improvements which will enhance your enjoyment of your home. However, before you carry out any work to your home you should first check with your Keyworker who will then bring to the attention of the Housing Manager as written authorisation maybe required. This usually relates to works such as installing a shed, erecting a fence, a satellite dish, replacing a kitchen, fitting a shower etc. Works such as painting the inside of your home or putting up blinds do not need notification to us. **You should not make** any alterations to your property without requesting PMVT's approval first. This should be done by forwarding a letter to your Housing Manager.

We will aim to respond within 28 days and will not unreasonably withhold authorisation for you to carry out improvements to your home. The main exception to this is any kind of structural works. Authorisation cannot be provided for any alterations to the structure of the property **unless** it has been granted and based on the following minimum conditions:

1. All works must be carried out by a qualified tradesperson.
2. All electrical or any types of gas work must be certified by a suitably qualified electrician or gas engineer.

3. Works must be compliant with planning and building regulations (evidence will be required as appropriate).
4. The improvement does not in any way breach 'house rules' in apartment buildings.
5. Compensation is not payable now or in the future for works completed.
6. Upon vacation of the property in the future, alterations carried out must either remain in the property or the property restored to its original condition.
7. Any damage resulting from the completion of works must be rectified by the tenant.
8. PMVT will not maintain any fixture or fitting installed by the tenant.
9. You must notify PMVT when works commence/complete.
10. Works will be subject to inspection by PMVT staff.
11. If, following inspection, the work is deemed to be a health and safety risk, you will be required to rectify this up to and including removal at no cost to PMVT.
12. You may be instructed to remove/rectify unauthorised works.

## Tenant Recharges

As a tenant, you are responsible for certain elements of the upkeep of your home. You will also be liable for any repairs deemed the responsibility of the tenant if it is found to have occurred because of mis-use, neglect or damage considering the age, character and life expectancy of the fixture or fitting.

If damage has occurred due to inappropriate use, excessive wear and tear or other avoidable damage to a fixture, fitting or interior or exterior surface (e.g. a blocked drain by food waste or a nappy, broken kitchen units or sanitary ware) the tenant is responsible.

Accidental damage, such as broken windows are not the responsibility of PMVT either.

This includes the cost of any such works required should you move out of your home. If PMVT sends a contractor out to a repair that has arisen from mis-use or neglect you will be charged for this call out and for any emergency works which may need be undertaken.

## Aids and Adaptations

PMVT is keen to ensure that it provides a service, which is responsive to the needs of all its tenants and this includes ensuring that the needs of people with disabilities are recognised and met. If you need your property adapted so that you can remain on in your home, you should let your Keyworker know and also speak to your public health nurse or directly to the Occupational Therapy Department of your local HSE office.

The Occupational Therapist may provide aids and will recommend any adaptations which may be helpful to

you. PMVT will endeavour to carry out any adaptations or modifications recommended and paid for by the Local Authority. In some instances, the provision of adaptations may not be feasible and it may be more appropriate for a transfer to more suitable accommodation.

PMVT shall endeavour to provide a good standard of repair to all dwellings considering the age, character and prospective life expectancy of the fixed building services to the house.

**NB: Repairs shall be deemed the responsibility of the tenant if found to have occurred as a result of mis-use, neglect or damage considering the age, character and life expectancy of the fixture or fitting.**

## Who is responsible for Repairs in Dwelling?

REPAIR	RESPONSIBLE		EXCEPTIONS
	TENANT	PMVT	
<b>STRUCTURAL (SS4)</b>			
Condition of House shall be maintained in proper state of Structural Repair		✓	
Repair of Rainwater Gutters and Downpipes		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Cleaning of Gully Traps	✓		Unless the repair requirement is as a result of damage outside of the tenant's control.
Internal drainage pipework blocked to House	✓		Unless the repair requirement a result of damage outside of the tenant's control.
External drainage blocked outside house and Street.	✓		Unless the repair requirement is as a result of damage outside of the tenant's control.
Electrical wiring, sockets and switches to individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Main Fuseboard and Trip switches		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Chimney Stacks, Pots and Cows		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Chimney Sweeping		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Roof repairs to individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
TV reception equipment for houses outside or inside an individual dwelling or multi-unit development	✓		Any damage to the dwelling, roof, external structure or installation of ariels, satellite dishes that breach planning or house rules will result in a Tenant Recharge.
Communal TV reception equipment in Blocks outside Apartment or House		✓	Responsibility of Management Company or PMVT.
Glazing broken to individual house	✓		Unless works required is due to building defect or caused by burglary/anti-social behaviour. Garda Report required.
Glazing broken to communal area		✓	Unless communal glazing is responsibility of Management Company or caused by burglary/anti-social behaviour. Garda Report required.
Repair of broken or damaged window restrictors.		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Upkeep of individual gardens/hedges	✓		Unless the repair requirement is as a result of damage outside of the tenants control.
Garden fencing, walls and gates to individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>



REPAIR	RESPONSIBLE		EXCEPTIONS
	TENANT	PMVT	
Upkeep of communal gardens/hedges		✓	Unless Communal gardens are responsibility of Management Company or caused by anti-social behaviour.
Draught Proofing to individual house	✓		Unless the repair requirement is as a result of damage outside of the tenants control.
Internal and external doors, frames, handles, locks and hinges to individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Individual doorbell to house	✓		
Letterboxes to Individual Door		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Letterboxes in Communal Schemes		✓	Unless Management Company responsibility with cost to repair incurred by Management Company.
Communal doors, handles, locks and hinges		✓	Unless Communal Doors are responsibility of Management Company or caused by tenant mis-use, burglary/anti-social behaviour. Garda Report required.
Communal Door Entry Systems		✓	Internal Intercom handsets are responsibility of PMVT or the Management Company if fault identified at main entrance door, <b>unless</b> caused by tenant mis-use, neglect or wilful damage.
Loss of Individual Door Keys or Communal Entrance Fobs/Keys	✓		Responsibility of Tenant to replace, there will be fixed costs and charges for replacement with a Lock Smith or Managing Agent.
Maintenance to Communal landscape		✓	Unless responsibility of Management Company or Residents Association or caused by tenant mis-use, neglect or wilful damage.
Kitchen Cupboards, Press and Worktop to individual house		✓	Unless caused by tenant mis-use, neglect or wilful damage.
Hot Press Shelving		✓	Unless caused by tenant mis-use, neglect or wilful damage.
Internal redecoration	✓		Unless works required due to Landlord or Management Company repair and defect
Internal wall cracks that require decorative remedy	✓		Unless works required due to Landlord or Management Company repair and defect
Pest Control – individual dwelling	✓		PMVT should make adequate provision to prevent harbourage or ingress of pests or vermin.
Pest Control – Communal Block		✓	Unless responsibility of Management Company or caused by tenant mis-use, neglect or wilful damage.
<b>SANITARY FACILITIES (SS5)</b>			

REPAIR	RESPONSIBLE		EXCEPTIONS
	TENANT	PMVT	
Bath – individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Bath Taps/Fittings – individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Chains and stoppers to Bath and Wash hand Basin	✓		Unless the repair requirement is as a result of damage outside of the tenants control.
Bathroom tiling, grouting and sealant		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Wash Hand Basins (Bathroom)		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Toilet Bowl, Siphon, Cistern and Handle		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Repair/Replacement of Toilet Seats and Covers	✓		Unless works required due to defect or wear and tear of fixture at new Let.
Power Shower (Electric/Pump)		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Shower Screen Door	✓		Unless works required due to defect or wear and tear of fixture at new Let.
Shower Hose/Head and Rail	✓		Unless works required due to defect or wear and tear of fixture at new Let.
Unblocking Toilet/Bath and Sink to individual house	✓		Tenant should ensure blockages avoided, unless blockage caused by defect if Tenant mis-use. <b>Recharge Tenant</b>
Unblocking Toilet/Bath and Sink to dwelling in communal block	✓		Unless it is responsibility of the Management Company and/or if caused by tenant mis-use, neglect or wilful damage. <b>Recharge Tenant</b>
<b>HEATING FACILITIES (SS6)</b>			
Service and Maintenance of Oil/ Gas or Air to Heat Boiler etc.		✓	Unless works required due to tenant mis-use, neglect or damage of fixture or lack of Oil in Tank/ KeroKeg
Service and maintain carbon monoxide detection system		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Chimney sweeping to ensure efficient working		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>

REPAIR	RESPONSIBLE		EXCEPTIONS
	TENANT	PMVT	
Service, maintenance and repair of solid fuel fires/stoves/surrounds located in in-situ to individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Boiler reset due to lack of power or credit on pay as you go meter	✓		Tenant responsibility, unless works required due to defect or requires heating repair
Airlock on Gas or Oil Heating System	✓		Tenant responsibility, unless works required due to defect or requires heating repair
Central Heating circulating pumps, actuators and time-clocks to individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Immersion heaters/hot water cylinders to individual house		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Non-operating Storage & Convector Heaters		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Bleeding Radiators (Airlocks)	✓		Unless works required due to defect or heating repair
Bathroom Wall Mounted Heater		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Thermostats to Dwelling		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
<b>HEATING &amp; VENTILATION FACILITIES (SS6&amp;8)</b>			
Cleaning of bathroom extractor fans	✓		N.B. the appliance shall be maintained in good working order, repair and safe condition by PMVT, <b>unless the repair requirement</b> is as a result of tenant mis-use, neglect (failure to clean) or damage.
Cleaning of kitchen cooker extractor fans	✓		N.B. the appliance shall be maintained in good working order, repair and safe condition by PMVT, <b>unless the repair requirement</b> is as a result of tenant mis-use, neglect (failure to clean) or damage.
<b>LIGHTING (SS9)</b>			
Internal light fixtures and wiring		✓	
All internal light bulbs/fluorescent tubes/extractor hood lights/shaving lights and other fittings.	✓		Unless works required due to defect or heating repair
<b>FIRE SAFETY (SS10)</b>			

REPAIR	RESPONSIBLE		EXCEPTIONS
	TENANT	PMVT	
Each house shall contain a Fire Blanket		✓	
Each self-contained house (Apt) in a multi-unit building shall contain a suitable fire detection and alarm system and emergency evacuation plan.		✓	Unless the repair requirement is as a result of tenant mis-use, neglect or damage. <b>Recharge Tenant</b>
Replacement of smoke alarm batteries to house	✓		Unless works required due to defect or heating repair
A suitable fire detection and alarm system shall be provided in common areas within a multi-unit building		✓	Unless responsibility of Management Company or damage caused by tenant mis-use, neglect or wilful damage. <b>Recharge Tenant</b>
<b>REFUSE FACILITIES (SS11)</b>			
The house shall have access to suitable and adequate refuse facilities		✓	Unless responsibility of Management Company or damage caused by tenant mis-use, neglect or wilful damage. <b>Recharge Tenant</b>
<b>GAS, OIL AND ELECTRICITY INSTALLATIONS (SS12)</b>			
Installations for the supply of gas, oil and electricity including pipework, storage facilities and electrical distribution board (RCD Fuse Board) shall be maintained in good repair and safe working order.		✓	Unless responsibility of Management Company or damage caused by tenant mis-use, neglect or wilful damage. <b>Recharge Tenant</b>
<b>INFORMATION (SS13)</b>			
If applicable mains water stop valve, Gas/Oil main isolation valves and information on smoke/heat detectors should be provided to the Tenant		✓	To be provided by PMVT

## No Heating? Before you call PMVT

If you are experiencing a problem with your heating system, there are a few items you must first check to help deal with your query in an efficient and timely manner.

Your heating system requires electricity to operate, if the electrical supply has been interrupted, then your heating system may require resetting.

Alternately, if you pay for your electricity or gas using a pre-pay meter and your credit has run out, you may need to re-set your heating appliance **after the credit** has been applied to the meter. Please avoid letting your credit on your electric or gas pre-pay meter run out.

### Oil Burner

1. If you have an oil-fired boiler, do you have enough oil in the oil storage tank? Please avoid letting your oil run out completely before ordering more.
2. Remember, the oil storage tank needs a minimum volume of oil in the tank for the Burner to operate.
3. If you refill your Oil Tank, and the Burner does not operate, you may have to "bleed" an "airlock" from the pipework leading to the Burner".
4. PMVT do not accept responsibility for the clearance of an "airlock" this is considered Tenant responsibility and a re-charge will be raised in this instance if a Contractor attends on your behalf.

### Wood Pellet Burner

1. If you have a wood pellet burner, does the burner have enough pellets and have they been kept dry?
2. Please ensure the Ash Pan is cleaned out regularly and you follow the guidance provided.
3. In the event of a malfunction, lockout or breakdown, the wood pellet burner may not operate, check the error code displayed on the control panel and contact your Keyworker.

### Central Heating

1. If you have gas central heating, do you have credit on your meter?
2. Check your meter by pressing button "A" or the red button. This will tell you how much credit you have left and if your meter is turned on.
3. If your gas meter displays "OFF" or "Busy", call Bord Gais on 1850 200694.
4. PMVT cannot fix meter problems.

If the **Gas Supply and Electricity** is available for the boiler, the boiler may need to be reset, in many instances for gas boilers, this can be done simply by;

1. Turning your boiler on at the time clock as you normally would.
2. There is a thermostat knob located on the front of your boiler, turn this off.
3. Wait for 10 seconds and turn this knob back on.
4. Your boiler should come back on, if not turn it off again and repeat the process.
5. If after 3 attempts your boiler does not come on, turn it off at the time clock.

### Do you have a thermostat on the wall?

If you do, make sure this is turned up (start by making sure the thermostat dial has been turned past 20).

Your heating may not come on if the thermostat is turned down too low. If you have checked these 3 items and your heating still will not work, please contact your regional Keyworker to report the problem and a Work Order will be given for a Contractor to arrange a visit with you by a qualified engineer.

**Please be aware, when the qualified engineer calls, if they find that the problem relates to one of the above-mentioned faults, you may be charged for their visit and the cost of the Contractor's attendance will be a recharge against your Rent Account.**

## How to use your Storage Heaters

**Storage heating is designed to take advantage of low-cost, off-peak electricity tariffs, enabling you to keep warm and comfortable at an economical price. This guide will help you make the most of your heating system, showing you the different types of storage heaters, and how to use and control them without wasting energy.**

Storage heaters store up heat, using low-cost, off-peak electricity, which is gradually released to keep your home warm throughout the day.

Modern storage heaters are fixed to the wall for stability, although their weight is taken by the floor. The heaters should be wired independently and each one should have a separate on and off switch on the wall next to it.

The switch should be left in the "ON" position throughout the heating season. The special wiring will ensure the heater only uses cheaper 'low-rate' electricity.

Most storage heaters have two controls. They are usually on the top right-hand side of the heater, sometimes under a flap.

The input or charge control regulates how much heat is stored.

In very cold weather, set it to maximum. When it's milder, choose a lower setting. You should only need to adjust the input control setting when the outside temperature changes.

The output, room temperature or boost control regulates how much 'stored' heat is released by opening and closing the flap behind the front grille. The higher the number you choose, the more the flap opens, giving more heat.

For the most economical heating, leave the output control on a low setting during the day (lowest when you are out). Turn it up in the evening or when you come home, if you need more heat. Turn it back to the lowest setting before you go to bed.

### *Automatic storage heaters*

Automatic storage heaters are very easy to control, allowing you to pre-set the room temperature for each heater.

Adjust the input or charge control for the first few days until your ideal room temperature is found. Once you find the setting that keeps you comfortably warm, you don't need to change it. The heater will automatically adjust the amount of heat to match your setting.

You can normally leave the output or boost setting at minimum. Turn it up if more heat is required later in the day. Leaving the control on a higher setting will provide automatic boost each day.

**You can control storage heaters individually. This means you can choose different heat settings for different rooms. Used correctly, they will provide much cheaper room heating than electric fires or convector heaters.**

### *Combination storage heaters*

Combination storage heaters have a built-in convector heater that operates independently on the normal daytime rate. This is useful to provide a 'top-up' in very cold weather or at the beginning or end of the heating season when you only need a little heat and your storage heater element is switched off. It is not economical to use as your main source of heat throughout the heating season.

The storage heater input and output controls work in the same way as the manual or automatic storage heaters described earlier. The convector heater on the front of the storage heater has its own controls with a red or orange neon indicator to show it's on.

### *Fan-assisted storage heaters*

Fan-assisted storage heaters use a fan to control the heat output which blows warm air into the room from the bottom of the heater. Some models also have a built-in convector heater that operates independently on the normal daytime rate in the same way as it does on a combination storage heater.

The input or charge control regulates how much heat is stored. In very cold weather set the control to the highest number. When it's milder, choose a lower setting. You should only need to adjust this setting when the outside temperature changes.

A fan controls the heat output which blows warm air into the room. Some models have a two-speed fan to regulate the release of heat. Use the low setting for normal use and high or boost setting to warm the room up quickly.

Some fan-assisted storage heaters have an automatic input control which has an in-built sensor to monitor the air temperature during the charging period.

Once you find the heater setting that keeps you comfortable, you don't need to change it. The heater will automatically adjust its charge to match your setting.

During the night, when the heater accepts its charge, ensure the boost is switched OFF and reduce the temperature control setting to **MINIMUM** to enable the core to accept its full input.

If a convector heater is fitted to a fan-assisted storage heater, the on and off switch and room temperature controls are usually on the right-hand side of the heater.

Remember – make the most of the cheaper stored heat. Only use the convector heater when necessary.

### *Safe use of your storage heating*

1. Never cover the surfaces of the heater or obstruct air grilles.
2. Make sure there is a gap of at least 150mm (6") between your curtains and the top of the heater.
3. Never cover the Storage Heater with a decorative timber cover, this is a FIRE HAZARD
4. Unless the cover has been constructed in a Fire-Resistant material.

## **What is condensation?**

Condensation is water out of the air that gathers on cold surfaces. It is introduced by steam or warm water vapour floating in the air and turning to water when it reaches cold areas. Warm air holds more water than cold air. Condensation is found on cold surfaces like the north walls of uninsulated rooms, and in stagnant cold areas, for example behind wardrobes and pictures, inside wardrobes and behind bedheads. Remember as people breathe out they produce water vapour – to prove this blow on a cold surface. Four people breathing produce 2.5 litres of water a day. Condensation is most noticeable on windows where warm moist air meets a cold surface and condensation forms on the glass.

### *Lifestyle*

In the past there was a very different lifestyle. Properties and houses were not as air-tight and the windows and doors tightly

shut and closed. The house was in constant use. Open fires combined with older ill-fitting windows, doors, floorboards etc., meant that water vapour did not get a chance to collect and could be ventilated naturally from the home.

Houses and apartments are now better built and unless there is a greater understanding of the lifestyles that now exist and proper use of heating and ventilation, there is a risk of condensation occurring.

Houses and apartments are now generally double glazed and all doors and windows are draught proofed. In some apartments that are shared by young people there is a greater risk of condensation occurring due to the use of the apartment. The shower/bath is constantly used and kettles and saucepans are boiled on a gas or electric cooker. Clothes are left to dry inside the dwelling. All that water vapour generated goes into the air of the apartment. It cannot escape, as during the drying part of the day every opening is tightly shut. The apartments are empty at the weekends and all the moisture sealed in. It is no wonder that condensation occurs.

Condensation also occurs in cars. For example, on a wet day or in the morning when you get into the car the windscreen and windows steam up. This is not a fault in the manufacturing of the car. To get rid of this condensation you open windows and turn on the fan and heater. The same applies to condensation in your home.

### *Mould growth*

When walls, clothing, shoes, etc. become wet from condensation the dampness will show, but what shows even more is a mould growth which is likely to start. This is a type of minute fungus and like most fungi it prefers a moist area. The spore that causes this fungus-mould growth- is everywhere but only grows where it finds a condensation damp surface. The mould is unsightly, it can be black or brown and it needs only dampness to sustain it. It is not dangerous to health nor will it destroy the surface it is found on. It can be cleaned off with a damp cloth but the damp cloth will help it to return. It thrives best on some types of paint or wallpaper.

### *Fungicidal wash*

To get rid of mould growth use a fungicidal wash which can be bought in any hardware or paint store. This is a preparation made for the purpose of cleaning mould growth and killing the fungus. Take all precautions recommended and follow the maker's instructions. Apply the solution to all affected areas. This is a job any householder can do. Do protect your eyes and skin. Cover up all areas such as cills, carpets, etc. that are not to be treated. The mould should be cleared away by one treatment, but if the condition is severe a second application may be necessary. Fungicidal wash is far more effective than a mixture using household bleach.

### *Attack the source*

When you get rid of mould growth how do you get rid of the condensation that caused it? The first thing to do is to limit as far as possible the conditions that are causing the condensation. If you don't do that the mould growth will eventually reappear. Look back at the reasons given and take steps to eliminate the cause as far as possible.

### *Keep steam from escaping into the dwelling to a minimum*

Run an extract fan while you are cooking or washing, keep the kitchen and bathroom door closed. Leave the kitchen and bathroom window open to let water vapour escape after you have finished and keep the door closed. Keep the lid on saucepans as they boil.

Remember gas gives off water vapour as it burns so do not use gas and paraffin heaters in your property. **This is a breach of your tenancy agreement and are not permitted inside your home.**

If you have condensation problems caused by their use, it is a **breach of your agreement** and **enforcement action** will be taken against you for their immediate removal from your home.

### *Ventilate*

Ventilation is essential to allow steam to escape and to keep condensation at bay.

When cooking or bathing keep the extract fan running and the windows open. While sleeping keep a vent open. Don't block up the built-in ventilators. Ventilate when drying clothes. This is crucial because clothes drying can produce six litres of water while washing them can produce two litres. On dry windy days keep windows open as far as security precautions allow so that the rooms may dry out. You may be able to fit stops to windows to give security while they are open.

### *Heat the dwelling*

Ventilation is vital but so too is heating as you have proved by the use of the fan and heater when you get condensation in your car. It may seem wasteful to heat your living space and then let the heat out of the windows, but remember the water vapour that is causing you condensation trouble is going out too. The warmer the air is the more water vapour it can hold and therefore warmed air leaving the dwelling takes out more water vapour.

## Condensation cycle

Where water vapour collects and turns to water on glass which then drops down onto window sills, mop it up or put down cloths to collect it, and squeeze the water down the sink. Don't let it dry off naturally as that only leaves the water vapour to recirculate. What happens in a lot of dwellings is that a cycle is set up. When the building is cold, water vapour in the air turns to water. As the building heats up, the water dries off to become water vapour to return again to water as the building cools. Avoid this happening by ridding the building of as much water vapour as possible and limiting its production. Obviously, the effect is at its worst in winter.

## Insulated areas

It will be noticed that insulated warm areas do not gather condensation. There is never condensation on the chimney breast where a fire burns. It stands to reason that the better insulated walls are, the less risk they have of attracting condensation. But it is also true that if water vapour is trapped in a dwelling it will condense somewhere. If condensation mainly forms on the inside of the windows that is probably the easiest place to mop up the water formed and the water does least damage. Indeed, some windows have channels to run the water away.

## New houses and old houses

As referred to earlier, the better construction standards of new houses and the type of lifestyle that exists now means that there is a greater likelihood of condensation occurring in new properties. Those who live in older houses should seek information on how to improve comfort yet not cause condensation problems. Basically, the addition of insulation to walls should help. If windows are replaced with double glazed units this will give better insulation but will also reduce ventilation as they are better sealed than the old windows. This effect may therefore be to encourage more condensation on uninsulated walls. If draught sealers are used the comfort will be improved but again that alone may cause more condensation in some areas. The advice of an expert should be sought because each type of construction needs special treatment.

## Comfort and no condensation problems

It is quite possible to live in new or old dwellings with no condensation problems. A sensible approach to the restriction of steam production is the first step. Good insulation, ventilation and heating are the other factors.

## Roof spaces

Houses are built so that water vapour passes up through the ceiling and is blown away by a well-ventilated roof space. When the builder is building a new dwelling, ventilation is

provided to the roof space. This will be over the insulation at ceiling level and it is vital that the air paths are not blocked at rafter and wall plate level as this will increase the risk of condensation occurring in the attic. Attics should not be over stored.

## Ground floors

When a concrete ground floor is poured it contains a certain amount of water and will take time to dry out. The exact period of time will depend on the amount of heating and ventilation in existence.

Linoleum, rubber backed carpets and rubber underlay restrict the evaporation of moisture that is in a concrete floor and therefore may give high moisture readings in the concrete. This should not be taken as a defect in the construction of the floor or a breakdown in the damp proof membrane.

## Here are the Main Points

1. Heat and ventilate the house or apartment.
2. When cooking and washing, use an extraction fan and keep internal doors closed. When you are finished, open a window to ventilate the room.
3. Keep the lid on saucepans as they boil.
4. Do not block up the built-in ventilators.
5. When sleeping, keep a window vent open.
6. When drying clothes (this can cause as much as six litres of water to form), make sure there is plenty of ventilation.
7. **NEVER** use paraffin and gas heaters inside your house or apartment.

## Remember another few points

A new building is built with materials which contain a significant amount of water and will take time to dry out.

The generation of water vapour that leads to condensation occurring is not as a result of the way that the building is constructed but as a result of the way it is used.

## Be Winter Ready

- Have sufficient fuel supplies such as kerosene oil and credit on your electricity and/or gas prepay meters to maintain adequate heating and lighting in your home.
- Individuals with reduced mobility should take extra measures to protect their hands, feet and other areas of the body that are particularly subject to cold.
- Have a small supply of non-perishable, easy to prepare foods.
- Keep mobile phones charged up, have local emergency numbers in your phone.
- Know how to turn off your mains-water supply, the stop valve may be located under the kitchen sink, if it isn't, familiarise yourself with the location of the stop valve to your property.
- Have a suitable snow shovel (but any shovel or spade will do).



- Have batteries for torches in case of power cut.
- Listen to weather forecasts, travel bulletins, advice issued by An Garda Síochána [www.garda.ie] or the Road Safety Authority [www.rsa.ie].
- Ensure that you have sufficient supplies of food and medications.
- Plan for the possibility that winter weather may disrupt your homecare service.
- If you use a mobility device make sure it can grip an icy surface.
- Try to call on elderly relatives and neighbours, and offer to assist them in severe weather.

## Servicing of Air to Heat, Gas, Gas Coal “effect” fire, Oil, Open Fire (chimney) Solid Fuel and Wood Pellet Burners

PMVT will endeavour to ensure that all types of heating system appliances, chimneys, flues and pipework installed by PMVT are serviced and checked annually each year. Your full cooperation in providing access to our contractors is essential for us to achieve this. It is imperative that your heating system is serviced to ensure the system is working efficiently and, most importantly, to ensure it is in safe working order. Tenant Guidance for Open fires, Stoves, Gas Coal effect Fires and Wood Pellet Stoves/Burners is provided below. All tenants **must allow** access for the **mandatory** servicing to be undertaken each year and is a condition of your tenancy agreement.

Failure to provide access is a **breach of your tenancy agreement** and may result in both Legal Action and a cost to you.

Tenant Guidance for Open fires, Stoves, Gas Coal effect Fires and Wood Pellet Stoves/ Burners

1. Before starting a fire, safely clean out and thoroughly remove the ashes before every use. If a repair call-out is logged with PMVT and it is verified that the open fire, burner or stove has been poorly maintained which has resulted in unnecessary damage, **the Tenant will be re-charged for the call-out and additional repairs.**
2. Use dry seasoned fuels only, such as kindling, firewood and turf and where possible smokeless coal.
3. Only burn recommended fuels, **never use** your open fire or stove for waste disposal (**You must dispose of waste in your bins or at waste disposal centre**).
4. **Never** burn cardboard boxes, waste paper, household rubbish or Christmas trees. This may start a chimney fire to any soot or tar in the chimney flue, which also produces toxic chemicals. **If it is found that this has caused damage to the fire and flue, the Tenants will be held responsible for the call out and repairs to the fire, burner or stove.**
5. Fire grates are the **responsibility** of the Tenant to maintain and replace. If the grate has burned out and it has not been replaced by the Tenant and it is found to

have caused damage to the base of the fire, the Tenant will be re-charged for the call out and additional repairs to the fire base due to poor maintenance on their behalf.

6. Remember you **cannot burn** anything on a gas coal effect fire. If we are asked to attend and it is found that the gas coal/electric fire or the flue has been damaged, the Tenants will be held responsible and a re-charge raised for any call out and repairs.
7. **Never** store or stack any logs/coal/turf/kindling or any other type of flammable material adjacent to the fire, or inside your dwelling, this is a breach of your tenancy agreement.
8. **Never** place clothes or dry clothes next to your stove, it is a **FIRE** risk.
9. In relation to Wood Pellet Burners, always buy pellets from a reputable supplier and store the unused pellets in a dry place away from the burner or stove to prevent a fire. **Tenants shall be held responsible for any call out and/or repairs to a wood pellet stove/burner if it is found that the pellets have been stored incorrectly, or the quality of pellets is poor, or the pellet water content was high.**
10. As with point 1 above where the stove is poorly maintained (clean out ashes from the stove thoroughly before every use) the tenant shall be re-charged for any call outs where it is verified the stove or burner has not been cleaned and maintained correctly.
11. **Never** hang or dry any combustible clothing or items in front of or above your stove or fire, this is a **FIRE** risk and is a breach of your tenancy agreement.
12. Tenants **must always never** make any structural changes to the fire/stove and chimney.

## SECTION 4

### INVOLVING TENANTS

PMVT welcome the involvement of our tenants in their communities and in the services we provide. We are keen to provide a variety of opportunities for you to get involved either for a one off event or through more long term commitment such as joining a residents group or resident associations. Discuss with Keyworker any ideas they will be happy to listen to your views and support estate based initiatives. We value your involvement in improving and developing your local neighbourhood as a strong supportive community helps to make an area safe and desirable to live in. Our aim is to encourage tenants to get involved at a level with which they are comfortable and fits in with their existing commitments with a view to tenant developing their capacity to take ownership of their community.

#### Consultation

PMVT is committed to consulting with you on important issues that may affect your home, our services and your neighbourhood. Your feedback is important to us and your views will be considered when we are making decisions and developing our services.

We may consult with tenants individually either in person or by survey. Alternatively, we may consult with a group of tenants on particular issues or element of our service. However, there is no need for you to wait until we approach you. We welcome your feedback and suggestions either individually or as a group, about any aspect of our activities affecting you or which you would like to change or influence in some way.

#### Keeping You Informed

Your Keyworker is your main point of contact at PMVT. We aim to provide all relevant information to you in a clear and easy to read format. We will communicate with you in person, by letter and more generally by newsletter and by providing up to date information on our website.

#### Tenant Participation

PMVT encourage you to get directly involved in the area in which you live. We will support the development of estate events and groups or resident associations who wish to come together to work towards improving their local environment or community. There are many ways in which you can get involved which range from contacting us with your views and suggestions through to establishing or joining a tenant forum or resident association.

#### Residents Associations

These are set up and run by tenants or residents to represent

the views of people who want to make their homes and surrounding areas better places to live in. The committee will meet regularly to discuss issues and ideas, to decide what action should be taken and to organise activities.

Tenants can help find ways of solving problems, can suggest improvements and ensure that the tenant's voice is heard through close contact with your housing Keyworker. Tenants who are in breach of their tenancy agreement cannot stand to be elected onto a residents' association or hold a position on such a committee.

## SECTION 5

### BEING A GOOD NEIGHBOUR

#### **Everyone should be able to enjoy their home in peace and quiet**

There are times when different lifestyles can cause problems and many of the complaints we receive relate to noise, car parking, pets and children. These are often due to visitors to a tenant's home so please remember to ask your visitors to respect your home and that of your neighbours and the area where you live when they come to see you. Take advantage of the opportunity at our pre-tenancy to meet your neighbours; get to know their names and introduce yourself – you don't have to become friends but you do have to live in the same street or building.

As a tenant of PMVT we expect that you be considerate and think about how your lifestyle and activities may impact on others who share your building or housing estate. A good neighbour will;

#### *Keep noise to a minimum so as not to disturb neighbours by:*

- keeping TVs and music low particularly after 11pm at night and before 8am in the morning.
- avoiding using washing machines, vacuum cleaners or carrying out work late at night or early in the morning.
- avoiding where possible mounting TVs or speakers on party (adjoining) walls.
- making sure that there is an emergency contact should your burglar alarm go off and you are not nearby.
- being particularly mindful of neighbours who work shifts.
- fitting appropriate floor covering and underlay to avoid noise travelling.
- keeping car noise including music to a minimum. (Remember close your windows if you are listening to music or wear headphones – it may not be your neighbour's favourite!).
- letting your neighbours know in advance when you are planning an occasion like a birthday party, where you may have more visitors than usual.

#### *Act responsibly as a vehicle owner by:*

- driving slowly through estates where young people could be playing.
- parking vehicles responsibly and within the law and not impacting on access, driveways or parking spaces allocated to others.
- not parking commercial vehicles, caravans, trailers etc. in or around the property.

#### *Be vigilant when their children are playing in communal areas by:*

- watching out for any problems such as kicking a ball against a wall.
- not getting involved in squabbles between children.
- not allowing children to play or leave their toys or bikes in communal stairwells or external landscaped areas which are shared with other residents.

#### *Be a responsible pet owner which includes:*

- getting written permission from PMVT before bringing a pet to your home.
- ensuring dogs are exercised sufficiently to avoid persistent barking and not to leave them for long periods on their own.
- keeping dogs on a lead, cleaning up any dog faeces and not allowing them to foul in communal spaces.
- never keeping dogs which are classified as dangerous breeds.
- not breeding dogs or other animals, this is a breach of the tenancy agreement.
- not keeping farmyard or wild animals, this is a breach of the tenancy agreement.

#### *Keeping the area in and around your home clean and tidy by:*

- returning your wheelie bin to the back garden when it has been emptied.
- not overfilling your bin or the communal bin and allowing rubbish to blow around the street or the communal landscaped areas of the Bin Store or Estate.
- keeping your grass cut and balconies clean and tidy.

#### *Will have a responsible attitude towards safety and security by:*

- reporting anti-social behaviour and criminal activity to the relevant authorities if witnessed.

#### *Be reasonable by:*

- showing understanding to your neighbour's circumstances where necessary.
- remembering that children play and everyone makes some noise.
- remembering that not everyone lives the same way you do.
- bearing in mind that a one off incident does not have to damage your relationship with your neighbour forever.

### ***What happens if my neighbour is causing a nuisance or we have a disagreement?***

If your neighbour is continually noisy or otherwise behaving in an unacceptable manner, talking to them is usually the best way to resolve things. Most people are reasonable if you speak to them in person, it may well be that they didn't realise that they were causing a problem for you. How you approach the matter is very important and you should give some thought as to how you raise it before you go to speak to them.

We do not usually get involved in disagreements between neighbours and we believe that minor issues can be resolved much more simply between yourselves, however, if the problem is serious then do speak to your Keyworker. We will help where we can. Where it is a tenancy compliance matter we will investigate in the first instance and then take the appropriate action in accordance with our anti-social behaviour policy.

Please always be respectful towards your neighbours.

A good neighbour will where possible extend a helping hand particularly to more vulnerable neighbours and will always be respectful of privacy.

### ***Good Neighbour Agreement***

PMVT is committed to tackling anti-social behaviour as and when it arises, but to do so we need your support. We will not tolerate such behaviour taking hold in your neighbourhood, apartment block or estate and ask for your commitment to positively engage with us so that we can put such behaviour in the past.

### ***Being a good neighbour***

PMVT is asking all its tenants to treat their neighbours with respect and look out for them in times of need. We should be especially vigilant in the care of the vulnerable and elderly in our community. We believe that by being a good neighbour you will not only be helping us to stop nuisance and anti-social behaviour but you will be contributing to a more positive, confident and outward looking community.

### ***About this agreement***

As a tenant of Peter McVerry Trust, we would encourage you to sign this agreement as a commitment that neither you, nor members of your household or visitors to your home, will behave in a manner that affects the peace and enjoyment of your neighbours.

### ***What is anti-social behaviour?***

Anti-social behaviour is defined as acting in a manner that causes, or is likely to cause alarm, harassment or distress to one or more people in another household.

### ***Peter McVerry Trusts responsibilities***

PMVT will respond to complaints of anti-social behaviour and carry out investigations which will include interviewing the complainant and the alleged perpetrator. In carrying out our investigation to resolve anti-social behaviour we will liaise and exchange information with other agencies. These agencies may include An Garda Síochána, the local Council, and Social Services.

When necessary, Peter McVerry Trust will use legal powers to deal with anti-social behaviour.

This may be in the form of obtaining an Order for Possession and/or an injunction or an Anti-Social Behaviour Order (ASBO).

### ***What Can You Do To Be a Good Neighbour?***

There are many things you can do to help prevent nuisance and anti-social behaviour. By ticking each box below, you agree to engage to:

- Respect all neighbours and their property and promote fairness in dealing with everyone, irrespective of their religion, race, ability, culture or religious belief.
- Care for the elderly, the lonely, the less fortunate and vulnerable in the community.
- Accept that everyone is different and be tolerant of the lifestyles of others, particularly regarding noise levels. Understand that noise should be kept to a minimum between the hours of 11pm and 8am.
- Be responsible for the behaviour of your children and anyone visiting your home.
- Respect the rights of children and young people to play and meet in a safe and happy environment while supervised.
- Respect the environment in which you live, through upkeep of a clean and tidy neighbourhood free from anti-social behaviour.
- Recognise that a good community spirit benefits all, through healthy interaction and mutual support in dealing with local problems.
- If any problem arises, every resident has the right to approach any constituted group set up by the residents, Peter McVerry Trust or any other statutory body, so that the problem may be sorted out amicably and to the satisfaction of all concerned.
- Within the above agreement, people have the right to choose the extent to which they engage with the community.

*Your agreement with Peter McVerry Trust*

**Name:** .....

**Address:**.....

.....

.....

.....

It is acknowledged that each signatory pledge to respect the rights of his/her neighbours in the community and to fully exercise his/her responsibilities within the context of the agreement.

I agree that whilst I am a tenant of Peter McVerry Trust, I will do everything I can to be 'a good neighbour' and will not behave in any way which may be considered 'anti-social'.

I understand that if any member of my household, or visitors to my home act in a way which can be considered as being anti-social, PMVT will take action for breach of my tenancy agreement which may lead to legal action being taken against me.

**Signed:** ..... **Witnessed:** .....

*(Tenant)*

*(On behalf of PMVT)*

**Date:** ..... **Date:** .....



## SECTION 6

### ANTI-SOCIAL BEHAVIOUR

PMVT is committed to tackling anti-social behaviour and nuisance in order to create safer and better communities for tenants. We will not allow a minority to spoil it for the majority. As a tenant you are responsible for your own behaviour, that of all members of your household and any guests or visitors to your home.

#### Anti-Social Behaviour is any Behaviour that Falls into the Following Categories

- Committing an offence which is reasonably likely to directly affect the wellbeing of a member of your household or the general public.
- Behaviour that causes or could cause fear, danger, injury, damage or loss to any member of your household, a person contracted by PMVT or a member of the public.
- Persistent behaviour that prevents or interferes with the peaceful occupation by a member of your household or neighbours.

#### Examples of Anti-Social Behaviour Include

- the sale, supply and possession of illegal drugs.
- illegal drinking, gambling or prostitution.
- Harassment on the grounds of religion or community background, race or ethnic origin, disability or sexual orientation.
- any activity that causes a danger, injury or fear to any person living in the vicinity.
- excessive noise or loud music.
- uncontrolled animals.
- rubbish dumping or damage to property including graffiti.
- unruly children.
- keeping a certain breed of dog or allowing someone to visit you with such a dog. Your Keyworker will advise you of 'banned dogs'.
- annoyance and harassment (including domestic violence) of any person residing, visiting or engaged in a lawful activity in the locality.
- breaches of apartment scheme 'House Rules'.

#### Our Response to Reports of Anti-Social Behaviour

If you are the victim of or a witness to anti-social behaviour either in your home or in your neighbourhood, you should notify your Keyworker either in person, by phone or in writing.

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

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

We will record the incident and acknowledge your report. We may need to obtain further details from you either in person or by telephone. We will agree a plan of action with you and this could involve the following:

- agreement to discuss the matter with the other tenant involved.
- obtaining statements from witnesses.
- seeking supporting evidence from other agencies.
- advise you to report the matter to the Gardaí.

We will provide help, advice and take appropriate action against the perpetrator where it is within our control to do so.

Any report of anti-social behaviour will be treated in confidence. For any tenant who is a victim of anti-social behaviour we will also undertake urgent repair items such as removal of graffiti, cleaning of communal areas, replacing broken glass or securing premises.

#### Methods Used to Address Anti-Social Behaviour

It is not always within the control of PMVT to deal with incidences of anti-social behaviour and instead it may have to be referred to the Gardaí or other agencies.

However, we will aim to support victims of anti-social behaviour and liaise with other agencies on their behalf in an effort to bring about a resolution. We will endeavour to keep you informed of progress if you are experiencing anti-social behaviour.

##### *1. Discuss the matter with all parties*

It may, in some situations, be possible to resolve the matter by speaking directly with all parties and reach agreement with them to cease the behaviour.

##### *2. Mediation*

Where the behaviour is due to a dispute between residents, mediation may resolve the issue. In such cases we may assist in accessing mediation to bring about a resolution.

##### *3. Report matter to the Gardaí*

Depending on the nature of the incident or behaviour, it may be necessary to report the issue to the Gardaí and we will support you in doing so.

#### 4. Tenancy enforcement

Engagement in anti-social behaviour is deemed to be a breach of the tenancy agreement and as such PMVT may take action against parties to terminate the tenancy. In the event of serious anti-social behaviour, PMVT may, without warning, serve a 7 Day Notice of Termination and seek possession of the home. In other cases, PMVT may write to the identified party notifying them of the breach and allow a reasonable time period for the behaviour to cease. If the behaviour continues PMVT may then serve a 28 Day Notice to bring the tenancy to an end.

You are likely to have additional house rules to abide by as you will have many neighbours in your building. It is essential that you respect these rules and your neighbours.

## SECTION 7

### LIVING IN AN APARTMENT

#### Resident Supervisor

A Resident Supervisor is employed in some larger buildings and/or complexes.

#### Common Areas

You are expected to co-operate with other residents to keep all communal areas both inside and outside your Apartment Block, clean and free from obstruction. That includes areas inside apartment buildings, pathways, lanes and green areas outdoors. You are part of a community and it is important that everyone respects and maintains communal areas. Please also respect others by not smoking in communal areas. Where applicable, PMVT will endeavour to redecorate the communal areas every 8-10 years and renew floor coverings when necessary. If the communal areas are managed by a Management Company, the ability to redecorate will be driven by the funds available to the Management Company.

#### Landscaping

Where applicable PMVT employs a contractor to maintain the common gardens/ landscaped areas. Grass will be cut regularly between April and October and litter will be removed. Shrubs will be maintained annually and trees pruned as necessary. These may also be maintained by a Management Company when in place.

#### Refuse Storage

It is the collective responsibility of all tenants to keep the communal bin area clean and tidy. Please place all rubbish in bags before placing in the bin. Do not leave large items such as furniture beside the bins as they will not be collected

with household rubbish. You must use the recycling facilities where these are provided. Refuse storage areas are monitored regularly. If PMVT becomes aware that a tenant has left any such items, PMVT will re-charge the tenant responsible and possibly consider further sanctions.

#### Communal Services Provided by Others

In some schemes a Management Agent will be responsible for the provision of certain communal services. If you are unhappy with how these services are being provided, please advise the Resident Supervisor or your Keyworker.

#### Noise and Nuisance

When people live close to neighbours in a block, they often do not realise they are disturbing others. Noise travels through adjoining floors and walls. To avoid causing a nuisance please:

- keep music at an acceptable level.
- keep the volume of TVs and music systems right down from 11pm.
- do not put music equipment against shared walls and avoid opening windows or using balconies when playing music. Use headphones as an alternative.

Remember that you are responsible for your children or visitors when they are in your home or the common areas including play areas. Children must be supervised at all times.

#### Bottled Gas

It is not permitted in your house or apartment and it is dangerous. If you store bottled gas in your apartment you are in breach of your tenancy agreement.

#### Balconies

Tenants shall maintain the balcony in a peaceful and reasonably quiet manner; they shall refrain from causing any noise and boisterous acts that would disturb and annoy the peace and quiet of the building and its occupants.

Tenants and/or visitors are expected to use balconies safely and responsibly.

Tenants need to consider the impact on other neighbours when they are cleaning and washing their balconies. Please avoid excessive water/detergents being applied to a balcony as the residue may fall through the balcony and leak onto the neighbour's balconies directly below.

Any burglar alarms should be connected to an Alarm Company or the Alarm Code must be provided to a friend or neighbour if it is causing a disturbance and nuisance to fellow neighbours and must be deactivated.

Pet dogs should not be left unattended on a balcony if they are barking. You are responsible for the behaviour of your pet dog and excessive barking will be treated as noise nuisance



and a breach of your tenancy agreement.

The use of grills and/or other cooking devices in the balconies is strictly prohibited.

Parasols, hanging plants, chimes, porch swings, hammocks and other furnishing that may alter the aesthetics of the buildings are strictly prohibited. Clothes cannot be dried on balconies, this a breach of your Tenancy Agreement and House Rules.

Furniture may be placed in the balconies but they shall not exceed the floor height of 1 meter.

The external appearance of the building shall not be altered in any manner.

## Security of the Building

Do not let other people into the building unless they are your guests or visitors or other residents. Do not disclose the key code to your building, the code should not be shared and may compromise the security to your building. Contractors working on behalf of PMVT will carry identification cards.

## Fire Evacuation

If the fire alarm sounds you should evacuate the building as quickly as possible. In the event of a fire, do not assume that somebody else will phone the Fire Service. Fire Drills may be arranged by PMVT and you are requested to take part during these.

## SECTION 8

### TRANSFERS & EXCHANGES

#### *“Can I apply for a transfer?”*

PMVT may be able to arrange a transfer for you if you have been a tenant for at least two years. You may also apply earlier on medical or social grounds. Transfers usually arise as a result of changing personal or family circumstances. You can usually transfer to a property owned by the Council or another housing provider.

#### Transfers

#### *“How do I apply for a transfer?”*

You should put your request in writing to PMVT. Your Keyworker will visit you to assess your circumstances and inspect your present accommodation. You must also register with the local authority’s housing department as all transfers must be approved by the local authority.

You will not be considered for a transfer if:

- You have rent arrears or owe recoverable repair charges to PMVT.
- Your home is not in a satisfactory condition due to misuse, damage or neglect.
- You are under investigation for anti-social behaviour or we are taking action to end your tenancy for causing anti-social behaviour.
- We are taking action against you for a breach of your conditions of tenancy. This list is not exhaustive and other reasons may prevent you from being considered for a transfer.

#### Exchanges

If you are interested in a Direct or Mutual Exchange with a tenant living in PMVT, Council or another housing provider property, please contact your Keyworker. PMVT does not have any obligation to consider mutual exchanges, however, it may in limited circumstances consider such applications. All such moves will require the approval of the local authority before proceeding. As with standard transfer applications, the criteria set out above applies before we can consider applications. Additional assessment criteria will apply to both you and your proposed exchange partner before approval can be granted.

## SECTION 9

### MOVING IN & MOVING OUT

#### Moving Into Your New Home

- Before moving in, you will have the opportunity to meet your Keyworker and Housing Manager, who will have explained your tenancy agreement and discussed any issues you may have about your new home.
- Remember you must inform various agencies about your move and new tenancy agreement, such as Gas, Electricity, Water, Telephone, TV, Banks, State Agencies etc.

#### Moving Out – How to End Your Tenancy

You must give PMVT notice in writing. The length of notice required depends on how long you have lived in your home as follows.

- Less than 6 months – 28 days
- Not less than 6 months, but less than one year – 90 days
- Not less than one year, but less than three years – 120 days
- Not less than three years, but less than seven years – 180 days
- Not less than seven years, but less than eight years – 196 days
- Not less than eight years – 224 days.

The day after the date of the notice counts as the first day. Your tenancy will end on a Sunday. Your Housing Manager will arrange an appointment to visit and do an end of tenancy inspection before you vacate the premises. Your Housing Manager will provide you with details of any matters you must address before leaving such as repairs, cleaning etc.

You must inform PMVT of your forwarding address and ensure all furniture and personal possessions are removed from the property. If you leave any furniture or personal possessions in the property you will be liable for the cost of their removal and disposal. PMVT will accept no responsibility or liability for anything you leave in the property after you have moved out. You should ensure the property is left clean and in a tidy condition ready for the next tenant to move in.

You will be asked to meet with the Housing Manager to hand back the keys and facilitate a property inspection. You should return the keys to a member of PMVT staff only. Your tenancy will not be terminated until you return the keys to PMVT and you will be responsible for the rent. Failure to notify PMVT of your intention to leave the property may lead to you being charged rent when you no longer occupy the property. You must ensure that you do not leave anyone in the property as PMVT will take legal action to evict them because they will be living there illegally.

### What to do if you are Helping with the Affairs of a Tenant Who Has Died

#### *“Can I become the new tenant?”*

If you are over 18 years old and have been legally living with the tenant for over 12 months you may have a right to take over the tenancy. This is known as succession.

#### *“How do I end the tenancy?”*

To end the tenancy, you need to do the following:

1. You should inform us in writing and send a copy of the death certificate when available.
2. Tell us from what date you want to end the tenancy.
3. Notify suppliers of electricity, gas, telephone etc. of the date you return the keys to PMVT.
4. Make sure that all of the deceased tenant's belongings and furniture are removed from the property. If you cannot clear everything out of the property, you must inform us in writing that any items left can be removed and disposed of by PMVT.
5. Return all sets of keys to PMVT.
6. Advise us if there is a solicitor dealing with the tenant's will in order for any overpaid or outstanding rent to be settled.

Coping with the death of a friend or relative is never easy and trying to deal with their affairs can be complicated and upsetting. We have produced this advice to try and help you through this difficult time by explaining what you need to do in relation to the property and tenancy.

## SECTION 10

### SUCCESSION OF TENANCY

Succession simply means passing the tenancy on to someone else when you die, like a form of inheritance. If you hold a joint tenancy with your partner, the surviving partner will remain on as a sole tenant after the death of the other so there is no need for you to make any arrangements in that regard. If, however, someone else makes an application to succeed your tenancy after your death then the following will apply.

There is no legal right to succession, however, PMVT may, at their discretion, grant such a request and will consider requests on an individual basis.

In the processing of applications, the following broad criteria will apply;

- Succession will only be granted once.
- The successor must have, with the full knowledge and permission of PMVT, been resident in the property with the tenant for a minimum of 12 months prior to the death of a tenant (as principle home).
- The successor must not hold an interest in any other property.
- The successor must be aged 18 or over.
- The property must be suited to the successor's needs.
- The successor must not have caused a direct breach of tenancy whilst residing with the tenant.

The succession **will always be subject to local authority approval.**

## SECTION 11

### ENERGY EFFICIENCY

#### Energy Saving Tips

You may want to try some of the following basic energy saving tips:

- Try and heat your hot water using the primary heating system rather than using your secondary immersion, if you have one.
- Turn off lights as you leave the room or in areas of the dwelling that are not in use.
- Reduce heat loss by closing the curtains at dusk.
- Slightly turn down the thermostat (min 18°C). By reducing the heating thermostat one degree, you could save money.
- Use low energy light bulbs.
- Ensure phones, TV's, computers and other electronic devices are turned off at the mains rather than left on standby.

- Use an electric kettle to boil water for cooking instead of the cooker.
- Don't overfill your kettle – only as much water as you need.
- Do not run taps while brushing your teeth.
- Use a toaster instead of a grill.
- Cook with lids on saucepans.
- Try to keep gas flames low.
- Use a low flow shower head.

#### What is a BER Certificate?

A BER or Building Energy Rating Certificate will be provided for all new homes. A BER Certificate is an indication of the energy performance of a dwelling and is similar to the energy label on a household electrical appliance such as a fridge. With a rating of A to G, A-rated homes being the most energy efficient and G-rated homes being the least.

A BER Certificate is valid for up to 10 years provided that there is no material change to the dwelling.

New tenants will be provided with a BER Certificate when they sign their tenancy agreement and move into their new home. This will advise what rating their new home has been given. This assessment will have been based on the characteristics of their home such as the levels of insulation used, the construction method, the type of heating, how many windows etc. and will have been based on a standard family occupancy.

#### What do I Need to do With the BER Certificate?

As your landlord it is our responsibility to provide this certificate. As a tenant of PMVT this certificate provides you with an indication of the energy performance of your home, but actual usage will depend on how much energy is used within your home. A good combination to save energy is a home that has a good energy rating with tenants who reduce the amount of energy used. You do not need to do anything with the certificate as it is simply providing you with information.

## SECTION 12

### CUSTOMER CARE & COMPLAINTS

#### Customer Care

PMVT is committed to providing high quality services that meet the needs and expectations of our tenants and comply with all regulatory and statutory requirements. The Board of Management and staff have established a culture of Best Practice.

#### Data Protection and Confidentiality Clause

We adhere to all conditions set down in the Data Protection Act 2018 and GDPR.

PMVT will treat all your personal information as private and confidential (even when you are no longer a customer), except where disclosure is made at your request or with your consent or where we are required by law to disclose.

In order to deliver an effective service to you it is necessary for us to store personal data about you. The security of your personal data is extremely important to us and we have safeguards and measures in place to ensure that it is protected.

Our privacy policy was updated in May 2018 and is available online at [www.PMVThousing.ie](http://www.PMVThousing.ie) or on request from our office.

#### Comparing Our Performance

PMVT compares our performance against other housing providers on an annual basis. Ongoing benchmarking involving the sharing of ideas and policies is carried out on an ongoing basis with other housing providers.

#### Quality Checks

Internal quality audits are regularly carried out to test the quality of the work carried out by staff.

#### Promoting Tenant Involvement

PMVT actively seeks to promote tenant involvement through annual events and Resident Associations.

#### Customer Satisfaction

Tenant satisfaction surveys are carried out every year. The results are fed into the annual performance plan, which is used to develop performance targets.

#### Equality

PMVT seeks to provide a fair and equitable service to all customers irrespective of their age, gender, marital status, religion, political opinion, race, sexual orientation, and whether or not they have a disability, or are responsible for dependants.

#### Complaints

PMVT is committed to providing high quality services to meet the needs and expectations of its customers and ensure compliance with all regulatory and statutory requirements.

The Board of Management and staff have established a culture of best practice which underpins PMVT's aim of delivering high quality services.

The term 'complaint' may cover a wide range of items, not all of which may be appropriate to our complaints handling system.

It is therefore necessary for staff to determine what constitutes a complaint and distinguish between a "complaint" and a request for "service".

A tenant has a right to complain about our service and seek resolution if they feel:

- they have been unfairly treated by PMVT;
- that a service to which they are entitled is not being provided;
- that a service which is being provided is inadequate;
- that a decision made regarding them is wrong or did not take into consideration all the facts;
- that a request for a service or information has been ignored

A complaint can be made over the phone, face to face or in writing by email or letter. PMVT will investigate all complaints in a fair and impartial way and will, as far as possible treat tenant complaints confidentially and only discuss it with relevant staff on a "need to know" basis.

PMVT will not meet complaints with hostility or defensiveness. We understand that complaints can generate positive and helpful discussion about the services we provide.

#### How Do I Make a Complaint?

##### Step 1

You should speak to the member of staff you normally deal with; for example, the Keyworker. We will try to resolve the matter for you straight away, however, where it requires further investigation we will respond within 10 working days.

##### Step 2

If you are unhappy about the response you can write to that member of staff's manager. The manager will review the matter to establish if your complaint was dealt with fairly and if the right decision was made. A reply will be sent to you within 10 working days.

##### Step 3

If you are unhappy with the response you can then write to the Head of Services who will conduct a further review. A reply will be sent to you within 10 working days.

## Step 4

As a tenant you may refer a complaint to the Residential Tenancies Board's Dispute Resolution Service if you are not satisfied with the way in which we have handled your complaint. We ask that you give us the opportunity and the time to resolve the matter for you before referring the matter on the Residential Tenancies Board. Further information can be found at [www.rtb.ie/dispute-resolution](http://www.rtb.ie/dispute-resolution).

## SECTION 13

### FIRE SAFETY INFORMATION

#### General Fire Safety Information

- Your home is fitted with a smoke and/or heat detection system.
- Your system will be tested annually by PMVT staff and/or our contractors.
- If you have chosen to install additional battery powered smoke or heat detectors in your home, you should be checking them regularly and replacing batteries as required.
- NEVER interfere or tamper with the smoke or fire alarms system, unless it is to check it is working or to change a battery.
- Regularly test your fire alarm and/or smoke alarm to make sure it is working, ideally once a week.
- At night, keep a torch handy in case of a power outage and make sure your main door keys are close at hand.
- NEVER interfere with fire doors in your home by removing door closers, painting over intumescent door seals or replacing with a non-fire-rated door/frame.
- Be prepared. Give some thought to what you would do if there was a fire in your home, how would you get out? How would your children get out? Escaping from a fire is a lot easier if you have planned an escape route. Whilst the risk of fire is low it is essential to be prepared in advance!

#### Preventing a Fire Starting in Your Home

##### Cooking

- If you are tired, avoid cooking.
- If you've been drinking alcohol, don't cook.
- When cooking, never leave the cooker unattended.
- Keep the area around the cooker clear and free from combustible materials e.g. tea towels, dish cloths, kitchen roll.
- If you grill fatty foods, clean the grill pan every time you use it, as fat deposits build up and can easily catch fire.
- Use a deep fat fryer instead of a chip pan and never over fill with oil or fat.
- Never leave your cooker, grill or oven on when you go out – even on a timer.
- Never leave electrical wires or cords near the cooker.

- Avoid keeping anything on top of an eye-level grill.
- Never put anything metal in a microwave – even tin foil.
- Never use a gas cylinder cooker indoors that is considered a breach of your tenancy agreement and is not permitted by PMVT.

##### Smoking

- Do not leave a lit cigarette or pipe unattended.
- If you smoke, take extra care to ensure cigarettes are fully extinguished in a suitable container.
- Empty ashtrays when they become full into a non-combustible container or bin. Ensure contents are cold.
- Never smoke in a chair/bed if you are tired and think you may doze off. Smoking is one of the main causes of house fires.
- If you use oxygen for medical reasons, ensure that our housing staff are aware of this and follow all instructions and guidance provided by your pharmacist or supplier on safe use and storage – Do Not Smoke When Using Oxygen.

##### Electrical Appliances and Extension Leads

- Never use appliances with worn, frayed or singed leads.
- Don't overload plug sockets or extension leads.
- Avoid using extension leads that are too long but don't 'double up' extension leads that are too short!
- Unplug appliances when not in use.
- Avoid using non-manufacturer supplied chargers, particularly phone and tablet chargers.
- Keep electrical appliances clean and in good working order for example fluff caught in the lint trap of a tumble dryer should be removed before next use.
- Make sure an appliance has a British or European safety mark when you buy it.
- Always check that you use the right fuse to prevent overloading.

##### Candles and Heaters

- Avoid using candles in your home but if used never leave candles on or near any flammable materials.
- Avoid the use of radiant electric fires.
- If using an open fire, never leave unattended without a fire guard and make sure chimneys are swept annually.
- Under the terms of your tenancy, portable heaters (paraffin or gas bottle heaters) are not permissible in your home and a breach of your Tenancy Agreement.
- Under no circumstances should any type of combustible portable heaters be brought into your home and used.

##### Before going to bed

- Make sure the cooker is turned off.
- Switch off and unplug all electrical appliances except those that are meant to stay on, like a fridge.
- Stub out all cigarettes and always empty ashtrays having ensured contents are completely extinguished.

- Close all doors – it can keep your escape route free from smoke and may stop a fire spreading.
- If you use an electric blanket, turn it off when you get into bed and never use an electric blanket and hot water bottle together.
- Never Smoke in Bed: Smoking is one of the main causes of house fires.

### **If I live in house or apartment with my own street access door and there is evidence of a fire...**

- Keep calm and make sure everyone leaves immediately.
- Raise the alarm, dial 999/112, ask for the Fire and Rescue Service and tell them your home address and location.
- Check doors with the back of your hand before opening them. If it's warm, don't open it – the fire could be on the other side.
- Leave the building using the nearest available fire exit.

#### *Do not*

- Stop to collect belongings or investigate what has happened.
- Delay your exit or block escape routes.
- Return to the building unless instructed to do so by a Fire Officer.

### **If a fire breaks out outside your home...**

- **DO NOT** stop to collect belongings or investigate what has happened.
- **DO NOT** block the corridors or delay your exit.
- **DO NOT** return to the building or leave the assembly area unless instructed to do so by a Fire Officer.

### **If I live in an apartment and my front door is accessed from a corridor...**

- If it is safe to do so, close all doors behind you as you leave the apartment. This will slow down the spread of flames and help protect people and your belongings from fire.
- Keep calm and make sure everyone leaves immediately.
- Check doors with the back of your hand before opening them. If it's warm, don't open it – the fire could be on the other side.
- Raise the alarm by activating a fire alarm point; this will automatically raise the alarm.
- Alternatively, dial 999/112, ask for the Fire and Rescue Service and tell them your home address and location.
- Leave the building as per the evacuation plan shown on the inside of your main door or communal hallway.
- Follow the directional and illuminated Green Running Man signs.
- Use the evacuation stairwells in the Apartment Block to leave the Building.
- Go to the assembly point (this is normally located in the car park or another external area) and wait for further instructions.
- **DO NOT** stop to collect belongings or investigate what

has happened.

- **DO NOT** use the Lift (if applicable).
- **DO NOT** block the corridors or delay your exit.
- **DO NOT** return to the building or leave the assembly area unless instructed to do so by a Fire Officer or staff member.

### **If the fire is not in your home but the building fire alarm sounds...**

- If it is safe to do so, close all doors behind you as you leave your home. This will slow down the spread of flames and help protect people and your belongings from fire.
- Check doors with the back of your hand before opening them. If it's warm, don't open it – the fire could be on the other side.
- Leave your home and the building by the nearest available fire exit.
- Follow the directional and illuminated Green Running Man signs.
- Go to the assembly point (this is normally located in the car park or another external area) and await further instructions.

## **Fire Action Plan**

### *If you discover a fire in your home*

1. Keep calm and activate the nearest fire alarm immediately.
2. A siren will activate and act as a warning of a fire in the Building.
3. Leave the building by the nearest available exit.
4. Do not use the Passenger Lifts.
5. Use the Emergency Stairwells in an Apartment Block.
6. Do not delay, leave your home straight away.
7. Do not stop to collect personal items.
8. Call the Fire Service (Dial 999/112 and ask for the Fire Service).
9. Do not re-enter the building until told to do so by the Fire Service.

### *When you hear the fire alarm*

1. Leave the building by the nearest available exit.
2. Do not use the Passenger Lifts as they should deactivate during a Fire Alarm activation.
3. Use the Emergency Stairwells in an Apartment Block.
4. Assemble at your designated Assembly Point.
5. Do not delay leaving the building by collecting personal items.
6. Do not use lifts.
7. Do not re-enter the building until told to do so by the Fire Service.

## SECTION 14

### WATER HYGIENE

Our aim is to give you information on what precautions you can take within your home to protect you from Legionnaires' disease. Legionellosis is a collective term for diseases caused by Legionella bacteria including the most serious Legionnaires' disease, as well as the similar but less serious conditions of Pontiac fever and Lochgoilhead fever. The risk of Legionella causing illness is low, but awareness is important for resident's wellbeing.

Legionnaires' disease is a potentially fatal form of pneumonia and everyone is susceptible to infection. The risk increases with age, but some people are at higher risk including:

- people over 45 years of age
- smokers and heavy drinkers
- people suffering from chronic respiratory or kidney disease
- diabetes, lung and heart disease
- anyone with an impaired immune system

The bacterium Legionella pneumophila and related bacteria are common in natural water sources such as rivers, lakes and reservoirs, but usually in low numbers. They may also be found in purpose built water systems such as domestic hot and cold water systems, spa pools and evaporative condensers. If conditions are favourable, the bacteria may grow increasing the risks of Legionnaires' disease and it is therefore important to control the risks by introducing appropriate measures outlined in: Legionnaires' disease – The control of Legionella bacteria in water systems (ACOP L8).

### Where does it come from?

Legionella bacteria are widespread in natural water systems, e.g. rivers and ponds. However, the conditions are rarely right for people to catch the disease from these sources. Outbreaks of the illness occur from exposure to Legionella growing in purpose built systems where water is maintained at a temperature high enough to encourage growth, e.g. hot and cold water systems, spa pools, cooling towers and evaporative condensers used in all sorts of premises (domestic, work and leisure).

### How do people get it?

People contract Legionnaires' disease by inhaling small droplets of water (aerosols) suspended in the air containing the bacteria. Certain conditions increase the risk from Legionella if:

- The water temperature in all or some parts of the system is between 20°C – 45°C, which is suitable for growth
- It is possible for breathable water droplets to be created and dispersed, e.g. aerosol created by shower heads, water outlets, spa baths
- Water is stored and/or re-circulated
- There are deposits that can support bacterial growth providing a source of nutrients for the organism, e.g. rust, sludge, scale, organic matter and biofilms
- Outlets are used infrequently
- The system contains dead ends or unused pipe work.

### Reducing the risk of Legionella

The risk of Legionella causing illness in small domestic properties is exceedingly low. Possibly the biggest risk is when you have been away from the property for more than a week or so, e.g. on holiday, or there are additional taps/showers/toilets that are not used daily. Good practice in this situation is simply:

- Run the hot water taps (a very unlikely source anyway) for a minimum of 60 seconds
- Flush shower heads for a minimum of 60 seconds (to do this, remove from holder before turning on the shower, then hold down over plug hole to lessen risk of inhaling sprayed droplets)
- Shower heads should be dismantled and cleaned of scale and debris every 3 – 6 months
- Keep the hot water on your boiler system at a temperature of minimum 50°C – 60°C
- Flush toilets twice to circulate fresh water

## SECTION 15

### USEFUL CONTACTS

#### Useful Contacts and Directory of 3rd Party Contacts

Company Name	Website Address	Contact No
<i>Useful Utilities</i>		
Bord Gais Energy	<a href="http://www.bordgaisenergy.ie">www.bordgaisenergy.ie</a>	1850 632 632
ESB Networks	<a href="http://www.esbnetworks.ie">www.esbnetworks.ie</a>	1850 372 999
Electric Ireland	<a href="http://www.electricireland.ie">www.electricireland.ie</a>	1850 372 372
Energia	<a href="http://www.energia.ie">www.energia.ie</a>	1850 300 700
SSE Airtricity	<a href="http://www.sseairtricity.com">www.sseairtricity.com</a>	1850 81 81 10
Panda Power	<a href="http://www.pandapower.ie">www.pandapower.ie</a>	1890 68 68 68
Bord Gais Energy	<a href="http://www.bordgaisenergy.ie">www.bordgaisenergy.ie</a>	01 611 01 51
<i>Waste Disposal Company</i>		
City Bin	<a href="http://www.citybin.com">www.citybin.com</a>	1800 24 89 24
Greenstar	<a href="http://www.greenstar.ie">www.greenstar.ie</a>	01 829 8992
Key Waste	<a href="http://www.keywaste.ie">www.keywaste.ie</a>	01 429 9846
Barna Recycling	<a href="http://www.barnarecycling.com">www.barnarecycling.com</a>	091 771619
Wers Waste	<a href="http://www.werswaste.ie">www.werswaste.ie</a>	1890 229 377
<i>Home Contents Insurance</i>		
Compare Insurance	<a href="http://www.compareinsuranceireland.ie">www.compareinsuranceireland.ie</a>	042 935 9090
Quote Devil Insurance	<a href="http://www.quotedevil.ie">www.quotedevil.ie</a>	01 254 1300
Axa home insurance	<a href="http://www.axa.ie">www.axa.ie</a>	1890 24 7 365
Allianz home insurance	<a href="http://www.allianz.ie">www.allianz.ie</a>	01 448 48 48
FBD home insurance	<a href="http://www.fbd.ie">www.fbd.ie</a>	01 761 7617
123.ie home insurance	<a href="http://www.123.ie">www.123.ie</a>	01 518 1434
<i>Welfare Rights and Support Services</i>		
Social Welfare	<a href="http://www.welfare.ie">www.welfare.ie</a>	1890 66 22 44
Consumer Rights	<a href="http://www.ccpc.ie">www.ccpc.ie</a>	1890 432 432
Money Advice Budgeting Service	<a href="http://www.mabs.ie">www.mabs.ie</a>	0761 07 2000
Citizens Information Centre	<a href="http://www.citizensinformation.ie">www.citizensinformation.ie</a>	0761 07 4000
HSE Elderly Support Services	<a href="http://www.hse.ie">www.hse.ie</a>	1850 24 1850
The Samaritans	<a href="http://www.samaritans.ie">www.samaritans.ie</a>	116 123
Childline	<a href="http://www.childline.ie">www.childline.ie</a>	1800 66 66 66 (24 hours a day) <b>OR</b> Text BULLY or TALK or HELP to 50101 for One to One texting (10am – 4am)
Residential Tenancies Board	<a href="http://www.rtb.ie">www.rtb.ie</a>	Lo-call on 0818 30 30 37