Fréamha

HOUSING ASSOCIATION CLG

TENANT HANDBOOK

FRÉAMHA HOUSING ASSOCIATION
Court Manor House, Justice Walsh Rd, Letterkenny,
Co. Donegal

Welcome

Welcome to your new home.

This tenant Handbook has been produced to provide advice, help and guidance as well as details of your tenancy obligations.

About Us

Fréamha Housing Association (Formerly STEER Housing Association) was established in 2005 and has been awarded Approved Housing Body Status by the Dept of the Environment, Community & Local Government and is a member of the Irish Council for Social Housing.

We are a not-for-profit organisation who provide general needs housing for people who are on the local authorities social housing waiting lists.

At a time of major pressure on Government and local authorities to address the growing housing waiting lists, the need for quality affordable housing has never been greater and Fréamha are determined to continue to address the needs within our community.

Our Mission Statement

Our mission is to deliver homes that meet the needs of low & moderate income households through the provision of houses using sustainable building practices, providing tenants support services and fostering collaborative partnerships with Local Authorities and all relevant stakeholders.

Our mission is to support individuals and families in their journey to set down roots and ensure everyone has a place to call home.

Our Values

- **Integrity:** Upholding the highest standards of governance.
- **Inclusivity:** Serving diverse communities with fairness and respect.
- **Sustainability:** Building and managing energy-efficient, low carbon homes.
- **Partnership and Growth:** Collaborating with key stakeholders to maximise impact in a sustainable and safe way ensuring our growth strengthens our viability.
- **Excellence:** Committing to continuous improvement and tenant satisfaction.

CONTACT INFO

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OPENING HOURS

Monday - Thursday 9am - 5pm
Friday - 9am - 1pm
Saturday & Sunday – Closed

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Tenancy Agreement

The tenancy agreement is a legal document which means that either you as the tenant or Fréamha 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 the Association 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 will refer to your tenancy agreement and will give details of rent, service charges, obligations, complaints etc

For the first 6 months 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 providing no notice of termination has been served on you which continues for 3½ years. During this period the tenancy can only be terminated in specific situations. The 4-year cycle then starts again. The continuation of your tenancy agreement and your right to continue to live in your home depends on you complying with all of the 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 http://www.rtb.ie

Your Housing Officer will answer any questions you may have in relation to your tenancy agreement however, it is important that you read it carefully and take advice if necessary before you sign it.

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.

'Tenant' means the person or persons to whom Fréamha have issued a tenancy agreement and who have signed that tenancy agreement. The term 'tenant' applies equally to each person in a joint tenancy. The term 'you' means the tenant(s).

'Household' means everyone living in your home.

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

'The Association' means Fréamha Housing Association.

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 the Association 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.

Occupation

'Occupation' refers to you as 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 the terms and conditions contained in your tenancy agreement. The Association is entitled to recover possession as set out in your tenancy agreement.

Inspection of Dwelling

In accepting a tenancy, 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.

THE ASSOCIATION'S RESPONSIBILITIES

Fréamha Housing Association has responsibility for the following;

Your Right to Possession

The Association 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

The Association shall maintain the structure of the dwelling in good repair and will maintain your home in accordance with the Association's policy and current legislation. The Association will paint the exterior of dwellings on a cyclical basis.

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

Registering of Tenancies

The Association will register all tenancies with the Residential Tenancies Board.

Your Rent Account Information

The Association will inform you of the rent payable upon commencement of your tenancy and following any and all rent reviews.

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

The Association shall enquire into the reasons for failure to pay rent when due and allow a reasonable period for you to remedy before starting legal proceedings for rent recovery or possession.

Refuse Storage

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

Insurance

The Association will insure the structure of the dwelling only.

Confidentiality

The Association will treat as confidential all personal data given to us in accordance with Data Protection legislation.

TENANT RESPONSIBILITIES

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 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 deduction of and direct payment of your rent to the Association.

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

As our tenant, you are also liable to pay, all 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 and to ensure that all repairs for which you are responsible are carried out without delay.

You must repair to the satisfaction of the Association or bear the cost of repairing any items damaged accidentally or through neglect or carelessness by you or any member of your household or any visitor or guest to the dwelling.

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 the Association 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 must report to the Association 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 19-23.

Use of Dwelling

You must use the dwelling as your only home. You cannot assign or part with possession of or sublet the dwelling or any part of it. Your home shall be used only as a private dwelling for you and those authorised by the Association 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 in particular conduct likely to cause a nuisance, danger or annoyance to the Association, occupiers of the same building or occupiers of adjoining buildings. You are also responsible in this respect for the behaviour of 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 large commercial vehicles, caravans, mobile homes, boats or any other vehicles in such a position as to be a nuisance or annoyance. Vehicles should only be parked in a designated parking area or driveway. You must not park any vehicles on land owned or managed by the Association unless they are road worthy, taxed and insured.

Access

We will not normally call to your home without notifying you in advance. You are required to provide access to your home to the Association's 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 9. You may be liable for Association costs should you move out of your home and leave it in an unacceptable condition.

Matters Which Require Written Permission

You must obtain the Association's 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 the dwelling, the staircase, landing or any part of the building for health and safety reasons.

Keys/Fobs/Locks

You shall be required to pay for the replacement of any keys and/or key fobs which are given to you at the start of your Tenancy and which are subsequently lost or mislaid. Replacement of locks in this event will be your responsibility also.

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. Where you have been the victim of a crime in this regard you will be asked to a crime reference having reported the incident to the Gardaí.

Insurance

It is your responsibility to insure the contents of your home.

When and How Can the Association Seek Possession of Your Home?

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. Fréamha 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 Fréamha 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 tenancy

During the first 6 months of your tenancy and of each subsequent tenancy the Association is not required to provide a reason for terminating your tenancy. During

this time your tenancy is deemed to be probationary in nature and the Association may terminate your tenancy by serving you with 28 days' notice in writing.

The following 3½ years or Part 4 Tenancy

You have greater security of tenure during this time, and your tenancy can only be terminated following the service of appropriate notice on one of 5 grounds;

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 the Association.
- Failure to provide requested information or providing false or misleading information to the Association.
- 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 II [2] [b] of the Housing Act, 1988 and may not be provided with another home by the Association or other social housing landlord until such time as the Local Authority is satisfied that the evicted tenant and his/her family are capable of living in the community without causing a further breach of these conditions.

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: Fréamha intends to sell the dwelling within 3 months

This ground would only arise if Fréamha 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: Fréamha 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 the Association would offer you alternative accommodation and you have the option to return to your property if it is available within 6 months.

Ground 5: Fréamha intends to the change the use of the dwelling

This may occur if the Association 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 above)

The Association 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 the Association 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 the Association may proceed with serving you a Notice of Termination.

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

Duration of Tenancy	***Notice Required***	
Less than 6 months 28 days	28 days	(4 weeks)
6 or more months but less than 1 year	35 days	(5 weeks)
1 year or more but less than 2 years	42 days	(6 weeks)
2 years or more but less than 3 years	56 days	(8 weeks)
3 years or more but less than 4 years	84 days	(12 weeks)
4 years or more but less than 5 years	112 days	(16 weeks)
5 years or more but less than 6 years	140 days	(20 weeks)
6 years or more but less than 7 years	168 days	(24 weeks)
7 years or more but less than 8 years	196 days	(28 weeks)
8 years or more 224 days	224 days	(32 weeks)

Serving a Notice of Termination

The Association 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 from the Association, you should seek legal advice and contact your Housing Officer immediately.

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

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

During this time, you must continue to pay the Association the weekly charge for the property which is known as, mesne rates from the date of expiration of the Notice of Termination to the date on which possession shall be delivered to the Association, such mesne rates will be calculated at the same weekly rate as the rent had previously been paid immediately prior to the termination of the tenancy.

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

Rent

Rent Assessment

Fréamha 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. Rents are determined based on the income of the household and the rent structure will be similar to the local authorities' differential rent system. These rents are reviewed every year.

Rent Assessment

Rent is reviewed on an annual basis and revised rents take effect from the first week of April each year. To enable us to review your rent you will be required at the start of each year to complete a new Confidential Income Statement and return within the prescribed time period.

Failure to return a completed Rent Assessment form with acceptable proof of income when requested will result in an automatic non-refundable administration charge of €50 being applied to your rent.

You will be given 4 weeks' notice in writing of your revised rent charge.

It is at the discretion of the Association to periodically review and change if desired the minimum and maximum levels of rent and the way in which the differential rent is calculated.

There are a few ways to pay your rent:

- **Standing Order:** We will provide you with a Standing Order form which you then take to your local bank. Tenants are advised to ensure that their Rent Account Number (RT No.) under 'Payment Account Reference No. (Narrative)' is completed and you should request the bank to include this reference with every transaction. You must advise us immediately if you wish to cancel or change this agreement.

- **Electronic Transfer:** This is done through using online banking. Tenants are advised to ensure that their Rent Account Number (RT No.) is filled in on every transaction.

- **Household Budget:** The service is operated on behalf of the Minister for Social Protection by An Post and it allows tenants who receive certain Social Welfare Payments to pay regular amounts towards Fréamha by direct deduction from their payments. It offers an easy payment option to manage bills.

- **Please Do Not Post Cash:** Fréamha will not accept responsibility for payments lost in the post.

Managing your debts

We want you to be able to pay your rent and we understand that you may have other debts. Below is some useful advice to help you tackle the problem.

Do Not Ignore the Problem

Ignoring your debts will not make them go away. The longer you leave it, the worse it will become, and it may end up costing you more with extra bank charges and interest payable etc.

Get Free Independent Money Advice

Contact agencies such as The Money Advice and Budgeting Service (MABS). MABS is the only free, confidential, independent and non-judgmental service for people in debt, or in danger of getting into debt.

Check Your Social Welfare Entitlements and Rate of Pay

Check that you are claiming all the benefits that you are entitled to. Make sure you are receiving the appropriate rate of pay and check that your tax credits are correct. Citizens Advice provides information on public services and entitlements in Ireland.

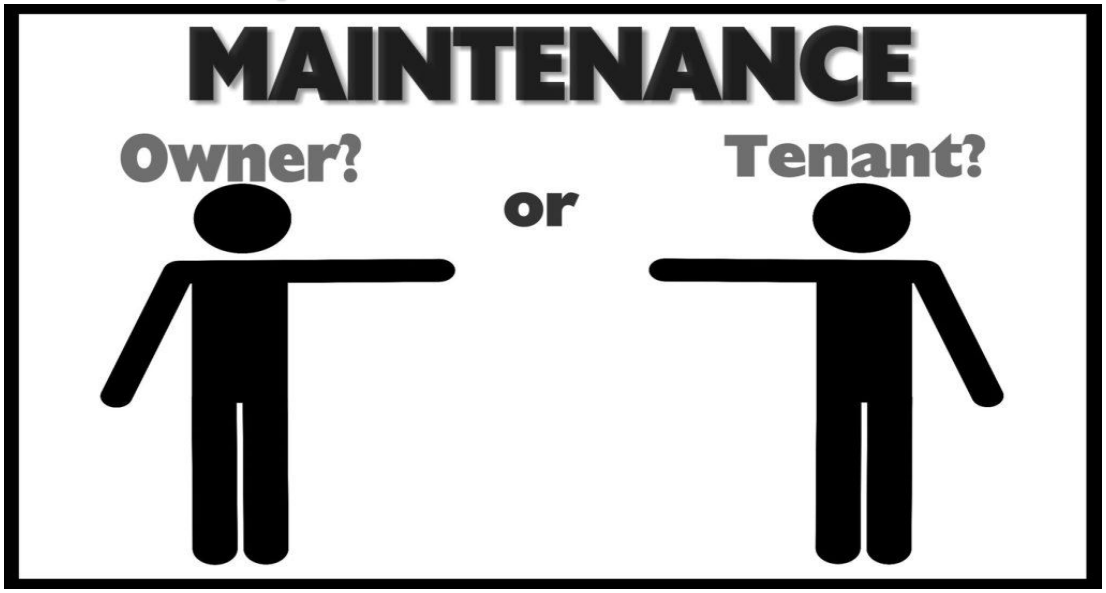
Make a List of Your Debts

List out all your creditors, how much you owe and prioritise and decide which debts you need to pay first. If you don't keep up with your mortgage or rent payments, you may lose your home.

Work Out A Weekly Budget

If you want to understand where you're spending your money it's a good idea to work out a budget. If you sometimes have difficulties with managing your money you can use your budget to identify areas where you can make changes, to reduce your spending and to develop a realistic budget that you can stick to. Work out your income and expenditure and be honest about what you are spending your money on.

Repairs and 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 the Association 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 instruct our contractors. Not all repairs are the responsibility of the Association, 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. The Association will not carry out repairs which have been identified as tenant responsibility.

The Association tries to ensure that all repairs are carried out as quickly as possible. Repairs are categorised as follows:

EMERGENCY	To be undertaken within 24 hours.
URGENT	To be undertaken within 96 hours.
CHANGE OF TENANCY	To be completed within 15 working days.
ROUTINE	To be undertaken within 28 days.

Typical Emergency Repairs

Building Repairs	Dangerous wall, chimney stack, floors
Plumbing Repairs	Burst pipes, blocked sewers.
Electrical Repairs	Failure of cooker circuits, failure of lights
Room Heater Repairs	Blocked flues/fumes (in winter).

Typical Urgent Repairs

Building Repairs	Fallen roof slates, security repairs.
Plumbing Repairs cisterns.	Lack of hot water, leaking radiators, faulty W.C.
Electrical Repairs	Failure of lighting / socket circuits.
Heating Repairs	Failure of central heating pumps and boilers.

Typical Routine Repairs

Cleaning or repairing gutters.line
Easing doors and windows.
Plasterwork repairs.
Kitchen cupboards and worktops

Planned

Some non-urgent repairs may not be actioned 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

The Association's staff and contractors will make every effort to complete the repairs within the target response times. If your repair has been confirmed to you and the target response time has expired, then you should contact your Housing Officer and let them know.

Call Out Charges

Please note that the Association will try to carry out all repairs as quickly as possible. It is therefore essential that arrangements can be made for our contractors to get access to carry out the repair. If you do not keep the arrangement made, the Association may pass on the cost of the abortive call out to you.

"How do I report a repair?"

Contact Fréamha Housing Association Office on (074) 9177311 or write to Court Manor House, Justice Walsh Road, Letterkenny, Co. Donegal, or send us an email: info@freamha.ie

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

The Association is not responsible for any repairs where a fault or damage has occurred due to the inappropriate use or excessive wear and tear or other avoidable damage to a fixture, fitting or interior or exterior surface, for example a blocked drain by food waste or a nappy, broken kitchen units or sanitary ware). Accidental damage, such as broken windows and other things are not the responsibility of Fréamha either. Fréamha reserve the right to review and vary repairing responsibilities from time to time.

Repairs responsibility of Fréamha

Gas Servicing

The Association will endeavour to ensure that all gas appliances, flues and gas pipework at your home is serviced and that a Gas Safety Check is undertaken regularly. Your full co-operation in providing access to our contractors is essential for us to achieve this.

Alterations

You should not make any alterations without requesting the Association's permission first. This should be done by letter and include:

- Changes to kitchen units or bathroom suite.

- Knocking down of inside or outside walls.
- Erection of external TV aerials, wireless aerials or satellite dishes.
- Changing the central heating system.
- External redecoration.

Permission will not be given if the alterations:

- Make the dwelling less safe.
- Increase maintenance costs for the Association.
- Reduce the value of the property.
- Do not comply with either Building Regulations.

Tenant Recharges

As a tenant, you are responsible for certain elements of the upkeep of your home. You will also be liable for the cost of any repair required as a result of neglect/misuse or that of a member of your household or guest to your home. This includes the cost of any such works required should you move out of your home. If the Association sends a contractor out to a repair that has arisen from misuse or neglect you will be charged for this call out and for any emergency works which may need be undertaken.

Aids and Adaptations

The Association is anxious to ensure that it provides a service which is responsive to the needs of all it tenants, and is particularly concerned that the needs of people with disabilities are recognised and met.

The responsibility for assessing and advising on the housing needs of people with disabilities including the need adaptations lies with the Occupational Therapy Departments of the Health and Social Services Boards. The HSE will provide aids and recommend any adaptations or modifications requested by the Occupational Therapist in accordance with Building Regulations. In some instances the provision of adaptations may not be feasible and it may be more appropriate if residents considered moving to more suitable accommodation.

RESPONSIBILITY FOR REPAIRS			
REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Fréamha Housing	
Baths	✓		
Bleeding radiators	✓		
Venting & refilling system	✓ **re-charge**		
Blocked drainage inside dwelling	✓		
Blocked drain outside dwelling and into street	✓		
Boilers & hot water tanks		✓	
Broken glazing in dwelling	✓		
Broken glazing - Communal		✓	
Burglary/ASB	✓		**Tenant must submit a garda report prior to glazing being replaced.**
Upkeep of gardens & hedges – Individual dwellings	✓		
Upkeep of gardens & hedges – Communal areas		✓	
Central heating pumps, timers etc		✓	
Resetting timers, thermostats, Trip switches	✓		
Chains & Stoppers for baths, sinks	✓		
Damaged Chimney stacks/pots and cowls		✓	
Sweeping chimneys	✓		
Cleaning of gully traps	✓		
Cleaning/repair of gutters and down pipes	✓		
Doors, Frames & handles, locks and hinges – Individual dwellings	✓		
Doors, Frames & handles, locks and hinges – Communal Areas		✓	
Door bells	✓		

Door entry systems on communal blocks		✓	
Draught proofing	✓		
Electrical wiring, sockets, switches		✓	
Extract fans, cooker hoods	✓		
Light bulbs/fluorescent tubes	✓		
REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Fréamha Housing	
Fuses (mains supply only)	✓		
Fuses, trip switches	✓		
Garden paths, walls, fences, gates Individual dwellings	✓		
Gas boilers		✓	
Immersion heaters		✓	
Immersion heaters resetting thermal cut-out	✓ **re-charge**		
Internal and external doors & frames		✓	
Internal plaster cracks on walls	✓		**Only large cracks in new properties will be repaired by Fréamha at end of defects period**
Internal redecoration	✓		
Kitchen cupboards and worktops		✓	
Hot press shelving	✓		
Letterboxes	✓		
Lost Keys/fobs	✓		**There will be a fixed charge to the tenant for the replacement of lost keys/fobs to communal access points.**
Maintenance of communal landscape areas		✓	**Where there is a Management Agent in place they will maintain the communal landscape areas.**
Oil boilers		✓	**Unless boiler runs out of oil.**
Airlocks caused by running out of oil	✓ **re-charge**		**Some work may need to be undertaken by a heating engineer; if this has to be arranged by**

			Fréamha then there will be a tenant re-charge.
Pest control – Individual dwelling	✓		
Pest control – Communal Block		✓	
Radiators		✓	
Bleeding air locked radiators after boiler fault	✓		**Some repair work may need to be undertaken by a heating engineer; if this has to be arranged by Fréamha then there will be a tenant re-charge.**
Repairs to solid fuel fires/stoves and surrounds and tiles provided by Fréamha	✓ **re-charge**		
Toilet seats/cover	✓		
REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Fréamha Housing	
Roof repairs		✓	
Shower curtains, poles and fixings	✓		
Power showers (except hoses, heads & rails).		✓	
All shower heads, hoses & rails	✓		
Sinks		✓	
Smoke/heat detectors		✓	
Smoke alarm batteries	✓		
Taps	✓		**Some repair work may need to be undertaken by a plumber; if this has to be arranged by Fréamha then there will be a tenant re-charge.**
Tiling, grouting & sealant	✓		
Toilet bowl & cistern	✓		
TV reception equipment for houses outside or inside an individual dwelling or within an apartment.	✓		

TV reception communal system equipment in blocks outside apartment		✓	
Unblocking drains, sewers, waste pipes – Individual dwellings	✓		
Unblocking drains, sewers, waste pipes – Communal Blocks		✓	**If the cause of the blockage is identified to specific dwelling then there may be a tenant re-charge.**
Wash hand basins		✓	
Washing lines/rotary dryers	✓		
Windows handles, locks and hinges (Oiled)	✓		**Tenant must keep windows and seals clean and keep locks and hinges oiled.**
REPAIR	RESPONSIBLE		EXCEPTIONS
	Tenant	Fréamha Housing	
Windows, frames and handles, locks and hinges – Communal Areas		✓	**Fréamha will liaise with Managing Agent where necessary**
Fire Blankets		✓	**Fréamha will replace a fire blanket where it has needed to be used to tackle a fire.**

*Involving Tenants

Fréamha Housing Association welcomes 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 Association. Your Housing Officer 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.

Consultation

The Association is committed to consulting 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 Housing Officer is your main point of contact at the Association. 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 by providing up to date information on our website.

Tenant Participation

The Association 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 or resident association.

Tenant/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 Officer. Tenants who are in breach of their agreement cannot stand to be elected onto a residents' association or hold a position on such a committee.

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 Fréamha we expect that you be considerate and think about how your lifestyle and activities might 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 your TVs and music low particularly after 10:00 at night and before 8:00 in the morning.
- Minimise the use of 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 walls.
- Making sure that there is an emergency contact should your burglar alarm go off and you are not nearby.
- Be particularly mindful of neighbours who work shifts.
- Fit appropriate floor covering to avoid noise travelling.
- Keeping car noise including music to a minimum. (remember to close your windows if you are Listening to music – it may not be your neighbour's favourite!).
- Letting your neighbours know in advance when you are planning an occasion where you may have more visitors than usual

Anti-Social Behaviour

Fréamha 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 Fréamha 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 Housing Officer 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 Housing Officer 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 the Association 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 the perpetrator

It may, in some situations, be possible to resolve the matter by speaking directly with the perpetrator 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 the Association may take action against the perpetrator to terminate the tenancy. In the event of serious anti-social behaviour, the Association may, without warning, serve a 7 Day Notice or Termination and seek possession of the home. In other cases, the Association may write to the perpetrator notifying them of the breach and allow a reasonable time period for the behaviour to cease. If the behaviour continues the Association 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.

Living in an Apartment

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, the Association 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 the Association 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.

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 the Association becomes aware that a tenant has left any such items, the Association will re-charge the tenant responsible and possibly consider further sanctions.

Communal Services Provided by Others

In some schemes a Management Company will be responsible for the provision of certain communal services. If you are unhappy with how these services are being provided, please advise your Housing Officer

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 always be supervised .

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 Fréamha 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 Fréamha and you are requested to take part during these.

Complaints

Fréamha 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 Directors and staff have established a culture of best practice which underpins the Association'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 the Association;
- 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. Fréamha 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.

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

<u>How Do I Make a Complaint?</u>

<u>Step 1</u>

You should speak to the member of staff you normally deal with; for example, the Housing Services Officer. 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 at "STEER Housing Association, Court Manor House, Justice Walsh Road, Letterkenny, Co. Donegal, F92 DYC4". 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 received, you can then write to the Chief Executive 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.