

Tenant Handbook



TORC

A PARTNERSHIP TO PROVIDE
SUSTAINABLE SOCIAL HOUSING

Welcome

Welcome to your new home! This Tenant Handbook has been produced by TORC to provide advice and guidance as well as details on your tenancy obligations. Gach sonas agus rath ort i do bhaile nua! This handbook is available in large print upon request.

TORC welcomes the feedback from you and wants to hear about your experiences. To collaborate on this journey, TORC have a Tenant Engagement team in place to review, consult, inform and provide feedback, working with you and all our tenants. TORC works in collaboration with Resident and Focus Groups to help improve the services we provide, so that we may better assist with your current and future needs. We look forward to engaging and working with you and wish you every success over the years ahead in your new home. If you are dissatisfied with any aspect of your journey or experiences, we also welcome that feedback, so we can work to improve our services with you.

How you can contact us

Cork

24 Marlboro Street
Cork

T 01 485 2020

Galway

4th Floor
Heritage Hall
Kirwans Lane, Galway

T 01 485 2020

Opening Hours

Monday to Thursday 9am-5pm
Friday 9am-4.30pm

Out of Hours Emergency Service

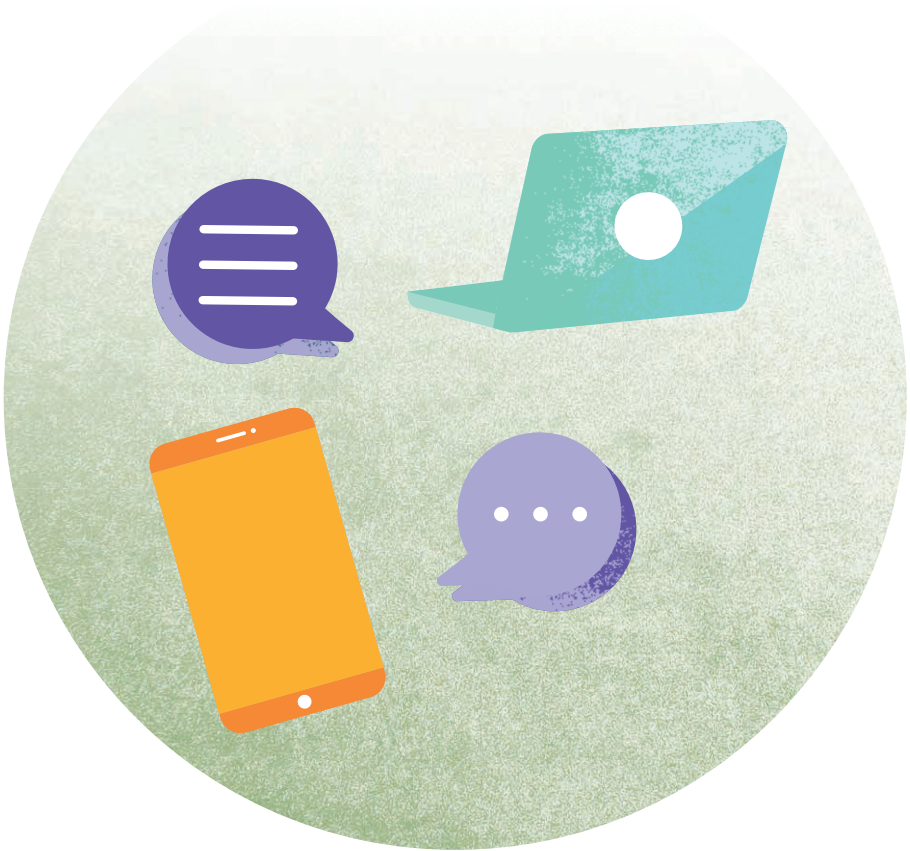
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Contents

| | | |
|-------------------|----------------------------|----|
| SECTION 01 | Helpdesk | 2 |
| SECTION 02 | Tenancy Agreement | 4 |
| SECTION 03 | Rent | 16 |
| SECTION 04 | Repairs & Maintenance | 21 |
| SECTION 05 | Involving Tenants | 35 |
| SECTION 06 | Being a Good Neighbour | 38 |
| SECTION 07 | Anti-Social Behaviour | 44 |
| SECTION 08 | Living in an Apartment | 48 |
| SECTION 09 | Transfers & Exchanges | 52 |
| SECTION 10 | Moving in & Moving Out | 55 |
| SECTION 11 | Succession of Tenancy | 57 |
| SECTION 12 | Energy Efficiency | 61 |
| SECTION 13 | Customer Care & Complaints | 64 |
| SECTION 14 | Fire Safety Information | 68 |
| SECTION 15 | Water Hygiene | 74 |
| SECTION 16 | Useful Contacts | 77 |

SECTION 1

HELPDESK



The Helpdesk and office is based from the **TORC Sustainable Housing Office, 24, Marlboro Street, Cork, T12 XOKR** and during core working hours will be staffed by a Housing Services Administrator and a Facility Management (FM) Administrator who will offer a personalised service to you. Please note, that outside of core opening hours, the out of hours services will be delivered from a separate call centre. Your TORC Helpdesk service will deliver a single, one-stop shop service for all enquires you may, have regarding the repair of your home, the rent that you pay and the tenancy management of your home within the Social Housing Development (SHD) that you reside. Enquiries can be directed to the Helpdesk via a dedicated phone line T:- **01 485 2020**, email **info@torcsustainablehousing.ie** or alternatively the website: **www.torcsustainablehousing.ie** and the automated chat (FAQ) and mobile application (app) from the website.

The Helpdesk will:

- Provide a single point of contact, available 24/7, 365(6) days a year;
- Allow the reporting of issues directly onto the Helpdesk system via a variety of methods including phone, e-mail, automated FAQ or mobile application;
- Provide a fully trained TORC Housing Services Administrator and FM Administrator who can access tenant records and respond to any issues when a communication has been received from a tenant.
- Allow service delivery requests to be quickly identified, logged and monitored by any member of the TORC team, and

Please note, outside of core working hours (**0900-1700 Monday – Friday**), the Helpdesk will be managed by TORC Facility Managements out of hours services.

The **table below summarises** how calls will be handled by your TORC Helpdesk.

| Day | Time | Contact |
|--------------------------------------|--------------------|------------------------------|
| Monday-Friday | 2400 – 0859 | <i>Out of hours' service</i> |
| | 0900 – 1700 | Helpdesk |
| | 1701 – 2359 | <i>Out of hours' service</i> |
| Saturday/Sunday/Bank Holidays | 0000 – 2400 | <i>Out of hours' service</i> |

SECTION 2

TENANCY AGREEMENT



The Tenancy Agreement is the legal contract between you (the Tenant) and TORC (the Agent of the Local Authority (the Landlord)). It specifies the terms, conditions, rules and responsibilities that govern your tenancy. It is important that you understand your responsibilities. Please keep your Tenancy Agreement in a safe place as you may wish to refer to it from time to time.

TORC will monitor your payment of rent in conjunction with the terms and conditions of your Tenancy Agreement, TORC's Rent Arrears Policy and the Local Authority's Rents Arrears Policy that is specific to the Social Housing Development where you reside.

Should you fail to abide by the terms and conditions of these policies, TORC will update and communicate your non-payment of Rent to the Local Authority in the area that you live. Where applicable, TORC will notify the Local Authority regarding the non-payment of Rent by a tenant, so that TORC may comply with these policies and the Tenancy Warning and Application Notice procedure which have been agreed on behalf of each Local Authority.

If no suitable rent repayment arrangements can be found, TORC's Application Notice with the Courts, may lead to the successful Determination and therefore seek the termination of your tenancy and possession of your home. Please note, a successful determination and possession of your home could also exclude you from future access to Social Housing and social welfare payments in the future.

You hold a local authority tenancy agreement, but your home is managed by TORC. The tenant and landlord rights are governed by the Housing (Miscellaneous Provisions) Act 2014, as amended and TORC Sustainable Housing works collaboratively with each Local Authority to ensure the terms of your tenancy agreement are complied with. Where a tenant does not comply with the terms of their agreement, TORC, in conjunction with the Local Authority reserves the right to take action against you, which may lead to the repossession of your home, leading to your eviction, or to the exclusion from the dwelling or the estate where you live.

The rights and duties of both TORC 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 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.

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.

Your Housing Services Coordinator 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.

Definition of Words and Phrases

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

Agreement: The Agreement is your Tenancy Agreement.

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

Landlord: the Local Authority.

TORC : means TORC Sustainable Housing (the Agent of the Landlord).

Tenant: means the person or persons to whom TORC Sustainable Housing 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 TORC.

Guests or Visitors: refers 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. Data Protection Act 1988, as amended and GDPR confer rights on individuals as well as placing responsibilities on those persons processing personal data, under this Agreement means TORC in its capacity as a data controller.

Notice includes a tenancy warning under Section 7, 8 or 9 of the Housing (Miscellaneous Provisions) Act 2014, as amended.

Tenancy Warning: is a tenancy warning issued by the Landlord to the Tenant under Section 7 of the Housing (Miscellaneous Provisions) Act 2014, as amended where the Landlord is of the opinion that the Tenant or a member of the Tenant's household has breached a specified term of this Agreement or under Section 8 of that Act for breach of a rent related obligation or under Section 9 of that Act where the Tenant or a member of the Tenant's household has breached a term of this Agreement that is not a specified term or a rent related obligation.

Possession application: is an application by the Landlord to the District Court to recover possession of the Dwelling pursuant to the provisions of the Housing (Miscellaneous Provisions) Act 2014, as amended.

Possession Order: is an order made on a possession application in respect of the Dwelling pursuant to the provisions of the Housing (Miscellaneous Provisions) Act 2014, as amended.

Review Request is a request in writing made by the Tenant under Section 10 of the Housing (Miscellaneous Provisions) Act 2014, as amended and received by the Landlord within 10 working days or within such period as may be extended by the Chief Executive of the Landlord from the date of issue of a Tenancy Warning to the Tenant, requesting the Landlord to review the Tenancy Warning.

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.

Utility Provider: means any company, organisation or legal entity which provides the utilities.

Utility Contract: include any contract entered into with a utility provider for the provision of utilities whether such contract is entered into by TORC, or on behalf of and in the name of the tenant or entered into by the tenant directly with the utility provider.

Waste Management: Disposal of domestic and non-domestic refuse, which is the responsibility of the tenant.

Rent, Service Charges and Other Charges

The rent, service charges and/or any other utility 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. The Tenancy begins on the Tenancy Commencement Date for a week and thereafter weekly until:

- (i) it is brought to an end by the Tenant giving the Landlord not less than four weeks notice in writing before the date on which the termination of the Tenancy is to take effect; or
- (ii) the Landlord recovers possession of the Dwelling pursuant to a Possession Order; or
- (iii) the death of the Tenant.

In the event that either you or TORC 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 Tenant may surrender their Tenancy to TORC at any time. Should you decide to voluntarily hand back your property to TORC, please discuss this decision with your Local Authority's Housing Allocations Team, as it may impact on your future right and entitlements to housing.

If you ultimately decide to surrender your dwelling, you must provide four (4) weeks' notice in writing to TORC of your intention to surrender the Tenancy. Upon the termination of the Tenancy, you should peaceably and quietly deliver up possession of the Dwelling to the TORC staff. You should also leave the Dwelling and the fixtures and fittings in good and Tenatable condition and repair, fair wear and tear excepted.

You hold a local authority tenancy agreement, but your home is managed by TORC. The Tenant and Landlord rights are governed by the Housing (Miscellaneous Provisions) Act 2014, as amended and TORC Sustainable Housing works collaboratively with each Local Authority to ensure the terms of your tenancy agreement are complied with.

Where a tenant does not comply with the terms of their agreement (e.g failure to pay rent, Anti-Social behaviour), TORC, in conjunction with the Local Authority reserve the right to take action against you. This may lead to the repossession of your home pursuant to the provisions of the Housing (Miscellaneous Provisions) Act 2014, as amended leading to your eviction, or to the exclusion from the dwelling or the estate where you live.

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 within your tenancy agreement. TORC 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 or view the dwelling and premises or you are otherwise familiar with its condition.

TORC's Responsibilities

TORC have responsibility for the following:

- **Your Right to Occupy the Dwelling**

TORC 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**

TORC will maintain the dwelling in a proper state of structural repair in accordance with current Housing (Standards For Rented Houses) Regulations 2019 and in compliance with TORC Sustainable Housing Repairs and Maintenance procedures.

All damage should be reported to TORC for the repairs to be scheduled and TORC will arrange for repair to be undertaken. TORC will not be liable for the cost of repairs resulting from damage willfully, intentionally or negligently caused, misuse or neglect or carelessness of you the tenant, member of your household, or guests or visitors to the dwelling.

- **Your Rent Account Information**

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

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

TORC will 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. However, if a Tenant refuses to engage or agree to a reasonable payment plan or does not abide by the terms of an agreed plan, the Council will issue a Tenancy Warning.

- **Refuse Storage**

TORC will provide appropriate means of refuse storage for each dwelling, and **it is the responsibility** of the tenant to dispose and recycle all of their domestic and non-domestic refuse appropriately.

- **Insurance**

TORC will insure the structure of the dwelling only. The contents of the dwelling (home) must be insured by the tenant.

- **Confidentiality**

TORC will treat as confidential all personal data given to us in accordance with the Data Protection Act 1988, as amended 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 Number.

Your Responsibilities as a Tenant of TORC

Your tenancy agreement sets out your obligations as a tenant.

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. This is to facilitate a deduction from your weekly social welfare payment of and allow the An Post team to direct payment of your rent to TORC.

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

The utility meter readings will be taken for your new home and provided to you on the day you receive your keys and sign your Tenancy Agreement. As our tenant, you will have accepted responsibility and liability for the payment of all taxes, service charges and utilities, which are applicable to your home. These future utility costs, such as the electricity and gas and their standing charges are now your responsibility, and must be paid by you. You should contact a utility provider, provide your new address, confirm these readings, accept responsibility and set up the utility accounts into your own name as soon as possible. Failure to do so could lead to disconnection.

You have also agreed to and authorised TORC to act on your behalf and where applicable, enter you into a utility contract with any utility provider for the provision of utilities. Also, as a tenant you have authorised TORC to provide any personal information in respect of you, which is required by the utility provider in connection with any utility contract. Waste management is the responsibility of the tenant. There is an obligation on the tenant to have a waste management contract in place with a licensed waste collector.

Repairs and Maintenance

It is your responsibility during your tenancy to keep the home, in a clean, proper and sanitary state. Tenants are responsible for all internal decoration and for any breakage of glass in the windows and any damage to the fixtures, fittings or structure of the home and shall repair any damage without delay.

All damage should be reported to TORC for the repairs to be scheduled and TORC will arrange for repair to be undertaken. TORC will not be liable for the cost of repairs resulting from damage willfully, intentionally or negligently caused, misuse or neglect or carelessness of you the tenant, member of your household, or guests or visitors to the dwelling.

If a fixture or fitting has 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, it must be kept in good condition and free from waste or litter.

- Gully traps must be kept clean and 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 TORC 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 TORC all defects and necessary repairs which are not your responsibility, as soon as you become aware of them.

A full list of repair responsibilities is set out in the schedule on Pages 26-31.

Use of Dwelling

You must use the dwelling as your only home and not for commercial purposes. The Tenant acknowledges and agrees that it does not have any right to purchase the Dwelling. The Tenant shall not assign (give to), subdivide or part with possession of the Dwelling or any part thereof or make any letting, sublet or allow any part of the Dwelling to be occupied by a lodger or paying guest. The Tenant must not permit any person who is not a member of the Tenant's household to reside in the Dwelling without first obtaining the prior written consent of TORC.

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 TORC, 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 7 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, designated parking area or communal parking area managed by TORC or Management Company if they are road-worthy, taxed and insured.

Parking requirements will be assessed on an individual basis and initially allocated one parking space per dwelling, we will request your car registration number for our records. Tenants may apply for one further permit via the Torc Helpdesk or website and these will be assessed on a case-by-case basis.

Tenants communal parking areas and visitors parking **will be clearly marked.**

Communal parking areas are on a first come first served basis. Regular checks for unauthorised parking will be undertaken, vehicles found to be parked without a valid permit will be subject to a request for removal. Failure to remove the vehicle in a timely manner could result in further action being taken.

Tenants wishing to discuss parking matters are recommended to call through to the TORC Helpdesk on 01 485 2020 or visit the TORC Website.

Access

TORC will not normally call to your home to complete maintenance without notifying you in advance. You are required to provide access to your home to TORC's staff or contractors at reasonable times for the purpose of carrying out repairs. Appointments will be made for all repairs and you may be contacted by our Helpdesk to arrange a mutually suitable time. Where annual statutory checks and routine property inspections are required, we will give 28 days' notice in writing. In the event of an emergency, we may require access to your home urgently and in such an event may not be able to provide you notice of such.

End of Tenancy Liability

The process involved in ending a tenancy and moving out is described in greater detail in Section 10. You may be liable for TORC's costs should you move out of your home and leave it in an unacceptable condition.

Matters Which Require Written Permission

You must obtain TORC's written consent if you are planning to:

- Add additional occupants to the household.
- The Tenant shall not, except with the consent of the Landlord and Agent, cease to reside in the Dwelling for more than six weeks in any period of fifty-two weeks.
- 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 or the exterior of the premises.
- Keep a domestic pet.
- The Tenant shall not keep the following breeds of dog: American Pit Bull Terriers, Bulldogs, Bull Mastiff, Doberman Pinscher, English Bull Terrier, German Shepherd, Japanese Akita, Japanese Tosca, Rhodesian Ridgeback, Rottweilers, Staffordshire Bull Terrier, or any type of dog known as a "Ban Dog" (or Bandog) or any strain or crosses of those breeds described above.

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 TORC of any loss or theft as soon as possible. Lost or damaged keys or fobs shall be replaced within 24 hours, on request, at a reasonable cost to the Tenant. In the event that keys are lost or stolen this may result in the locks being changed.

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

Tenants must inform TORC of any broken or cracked glass who will arrange for replacement or repair. Tenants are responsible for the cost of broken or cracked glass caused by willful or accidental damage by a member of your household or guest to your home.

Home and Personal Contents Insurance

As the tenant, **it is your** responsibility to insure the contents of your home, TORC Sustainable Housing **does 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 TORC. Any damages or loss to your contents, must be referred to your own Contents Insurance Policy and Insurer.

When and How TORC May Seek to Terminate the Tenancy

We hope that when we move into your home, you will settle in and enjoy living in it, long-term and we are committed to working with you to achieve this. As discussed earlier, TORC would not seek to end a tenancy unless there are circumstances where this is unavoidable, or where a tenant breaches the terms and conditions of their tenancy agreement with us.

As the Landlord's Agent, TORC will rely upon all legal requirements in conjunction with your relevant Local Authority's "Policies and Procedures" governing Anti-Social Behaviour, Rents Arrears and the Differential Rent Scheme that TORC will adhere to should those breaches occur. TORC will rely upon this guidance and legislation to enforce the terms of the tenancy agreement and if necessary, seek to repossess your home as highlighted on Page 5 of your Tenant Handbook.

Breaches of your tenancy agreement may result in a Tenancy Warning and/or an Application Notice being sought, as prescribed by law and pursuant to regulations made under the Housing (Miscellaneous Provisions) Act 2014, as amended.

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 a 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 and not gifted by TORC.
- Failure to provide requested information or providing false or misleading information to TORC.
- 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 thereof, 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 (Miscellaneous Provisions) Act 2014, as amended. They may not be provided with another home by TORC 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.

Notice periods required

A tenancy can only be terminated following the service of a Notice of Termination in accordance with the Local Authority's Tenancy Warnings and Possession Proceedings Protocol.

If you have breached your tenancy:

TORC will serve you with a Tenancy Warning if you have breached your tenancy.

TORC 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 TORC may proceed with serving you a Notice of Termination.

Serving a Notice of Termination

TORC 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 TORC, you should seek legal advice and contact your Housing Services Coordinator immediately.

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

If you continue to remain in the dwelling TORC will refer the matter to the District Court where a 'Possession Application' will be made.

During this time, you must continue to pay TORC 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 TORC.

If a 'Possession Order' is made on foot of the possession application, the tenant must vacate the property as directed by the District Court.

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

SECTION 3

RENT



Rent Assessment

TORC is committed to maintaining affordable rents for people on low incomes. Rents are set by applying the Differential Rent Scheme of the relevant Local Authority to the current income of any applicable tenant.

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 is based on the local authorities' differential rent system. The rent is reviewed annually each year.

"How are Differential Rents calculated?"

Your rent is determined using a standard formula (based on your Local Authority's differential rent scheme), and taking account of the household income and composition.

You will be required to complete a Confidential Income Statement form and provide documentary proof of income, e.g. Payslips, welfare slips, F12 or End of Year Statement before you move into your new home and thereafter on an annual basis and/or on demand. All income is based on an average weekly income during the previous financial year subject to more recent changes in circumstances when current income may apply.

If you are entitled to social welfare and/or any financial benefit and you choose not to claim such, TORC will assess your rent based on the applicable social welfare rate.

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 TORC 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, TORC agrees that it will issue a Confidential Income Statement (CIS) form to the tenant for completion and return by an **assigned date**. This form is issued in advance and once successfully completed, will allow us 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, TORC 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. Any charge will be subject to the relevant local authorities' rent policies and procedures.

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 'Notice' 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.

"What happens if my income changes?"

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

"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 Income/Rent Coordinator, however the requirement to pay in advance remains.

"Where and how do I pay my rent?"

There are currently four ways of paying rent:

1. By Standing Order from your bank or building society – your Income/Rent Coordinator can give you a form to complete.
2. Household Budget (HHB) – HHB allows people who receive 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. Online – payments can be made online by visiting our website www.torcshousing.ie under the rents section and follow the instructions.
4. By post – please do not send cash via the post. Cheques and postal orders should be made payable to TORC Sustainable Housing. Please always write your name, address and rent account number on the back of any postal payments. Always remember to keep your receipts.

Rent Account

“How can I check my rent account?”

TORC will send you a rent statement quarterly 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 Income/Rent Coordinator as soon as possible so that this can be checked.

Rent Arrears

“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.

“What if I have problems paying my rent?”

If you have any difficulties paying your rent it is vital that you contact your Income/Rent Coordinator 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.

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

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

We will notify you of the arrear and ask you to pay outstanding rent.

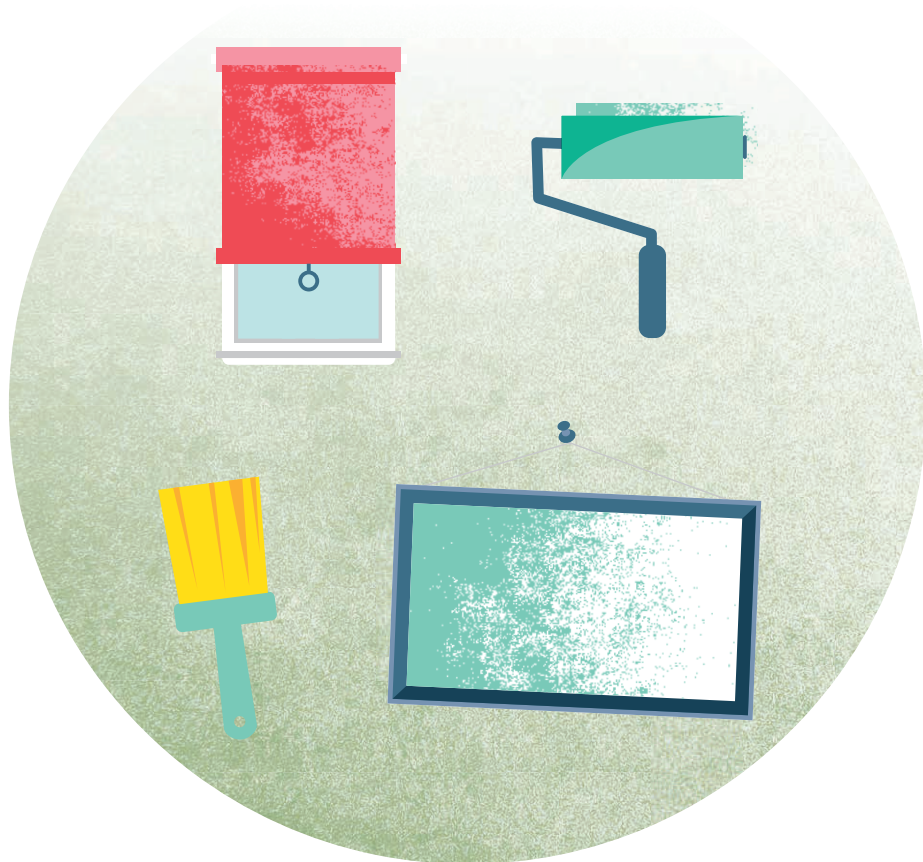
1. We will offer advice on how to manage your debt or refer you to a money advice centre (i.e. MABS).
2. We may visit you and ask you to complete an income and expenditure form.
3. We will phone or ask to meet with you to reach a repayment agreement with you and as long as you repay the arrears and continue to pay your rent no further action will be taken.
4. We may refer Local Authority and you may be asked to attend court which could lead to the loss of your home. The Local Authority have the right to take back your home under the Housing (Miscellaneous Provisions) Act 2014 as amended, if you fail to pay your rent.

5. 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 TORC will help with advice, form-filling etc. in the strictest confidence.

SECTION 4

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 TORC 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 TORC, 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. TORC will not carry out repairs which have been identified as tenant responsibility.

Emergency

We will respond to your request and aim to attend within 3 hours and make safe and repair within 24 hours. Examples of emergency repairs include:

- uncontrollable major plumbing leaks.
- complete heating failure (in consistent and extreme cold weather).
- 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.

Immediate

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).

Responsive

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.

Periodic

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

TORC'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 TORC repairs team and let them know.

"How do I report a repair?"

Tenants can now raise repair/maintenance issues for their home, via several methods.

| How to report a repair | Benefits |
|--|---|
| Telephone during office hours 8am - 5pm | You will be able to discuss the fault in detail and our advisor can offer help and advice, on some occasions talk you through some simple steps to resolve the issue. |
| Report a repair via our Webchat | You will be able to discuss the fault in detail and our advisor can offer help and advice, on some occasions talk you through some simple steps to resolve the issue. |
| Report on the website using the report a repair function | You will be able to report the fault, upload supporting pictures and provide contact details to organise the repair. |
| Download the Mainmanager App and report a repair or fault | You will be able to report faults and request repairs direct from your mobile device. |

In addition to the details of the repair, we may also require the following data verification information from you, such as your full name, address, rent account number, telephone number, date of birth or PPS number.

Tenants may download the main manager app direct to their mobile devices. The app allows the tenant to provide details of the repair/maintenance issues as well as any accompanying photographs which will help determine the correct response and repair for TORC. When completing the Maintenance Report Form, we ask tenants to complete all sections of the form, outlining the full details of the tenant, repair concerns and if applicable, photographs.

If you have a repair which is considered an Emergency and you require assistance outside of the office opening hours, you can also contact our Out of Hours Team on telephone number - T: 01 485 2020.

TORC is not responsible for any repairs deemed the responsibility of the tenant if it is found to have occurred because of misuse, 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 sanitaryware) the tenant is responsible. Accidental damage, such as broken windows are not the responsibility of TORC either.

TORC agrees to keep or where appropriate ensure that it is kept in good repair, the portions of the dwelling (unit) for which TORC is responsible and fulfill all its obligations under the current Housing Standards Regulations. TORC 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 the enjoyment of your home. However, before you carry out any work to your home you should first check with your Housing Services Coordinator as you may require written authorisation. 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 TORC's approval first. This should be done by forwarding a letter to your Housing Services Coordinator.

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. TORC will not maintain any fixture or fitting installed by the tenant.
9. You must notify TORC when works commence/complete.
10. Works will be subject to inspection by TORC 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 TORC.
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 as per the table of responsibilities found on page XX. If it is found to have occurred because of damage, willfully, intentionally or negligently caused, misuse or neglect, 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 sanitaryware) the tenant is responsible and should report damage to TORC immediately for the repair to be scheduled.

Accidental damage, such as broken windows are the responsibility of the tenant and should be reported to TORC immediately for repair to be scheduled.

This includes the cost of any such works required should you move out of your home. If TORC 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.

All damage should be reported to TORC as soon as possible. TORC will arrange for repair to be undertaken and reasonable cost of remedial works will be the responsibility of the tenant.

Aids and Adaptations

TORC 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 Housing Services Coordinator 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. TORC 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.

TORC 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 damage willfully, intentionally or negligently caused, misuse or neglect, considering the age, character and life expectancy of the fixture or fitting. All damage should be reported to TORC for the repairs to be scheduled. TORC will arrange for repair to be undertaken and reasonable cost of remedial works will be the responsibility of the tenant.

Who is responsible for Repairs in Dwelling

| REPAIR | RESPONSIBLE | | EXCEPTIONS |
|--|-------------|------|--|
| | TENANT | TORC | |
| EXTERNAL | | | |
| Garden maintenance | ✓ | | |
| Replacing bulbs to security lights on the outside of the property - excluding lights in common areas/streets | ✓ | | |
| Cleaning of gully traps | ✓ | | Unless the repair requirement is as a result of damage outside of the tenants control. |
| Repair of rainwater gutters and downpipes | | ✓ | Unless the repair requirement is as a result of tenant mis-use, neglect or damage. Recharge Tenant |
| 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. |
| Individual door bell to house | ✓ | | |
| Boundary walls and fences - tenant to maintain side which faces curtilage | ✓ | | |
| INTERNAL | | | |
| Internal wall cracks that require decorative remedy | ✓ | | Unless works required due to Landlord or Mngt Comp repair and Defect |
| Internal redecoration | ✓ | | Unless works required due to Landlord or Mngt Comp repair and Defect |
| Chains and stoppers to bath and washhand basin | ✓ | | Unless the repair requirement is as a result of damage outside of the tenants control. |
| All internal light bulbs/fluorescent tubes/extractor hood lights/shaving lights and other fittings. | ✓ | | Unless works required due to defect or heating repair |
| DOORS, WINDOWS AND FLOORS | | | |
| Glazing broken to individual house | ✓ | | Unless works required is due to building defect or caused by burglary/anti-social behaviour. See Replacement Document for Repairs. |

| REPAIR | RESPONSIBLE | | EXCEPTIONS |
|---|-------------|------|--|
| | TENANT | TORC | |
| Draught Proofing to individual house | ✓ | | Unless the repair requirement is as a result of damage outside of the tenants control. |
| Letterboxes to Individual Door | ✓ | | Unless the repair requirement is as a result of tenant mis-use, neglect or damage. Recharge Tenant |
| Repairs to floor coverings that have been installed by the tenants | ✓ | | |
| Repairs to floor and wall tiles - including grout and sealant | ✓ | | |
| Damage due to break in(unless of a structural nature or submission of a Garda report | ✓ | | |
| PLUMBING AND HEATING | | | |
| Toilets and sinks - repair/replacement of seats, chains, handles washers and stoppers | ✓ | | |
| Bleeding Radiators (Airlocks) | ✓ | | Unless works required due to defect or heating repair |
| Installation and maintenance of white goods | ✓ | | |
| Removing scale from taps, sinks, baths, showers and toilet pans | ✓ | | |
| ELECTRICAL | | | |
| Replacement of light bulbs | ✓ | | |
| Resetting trip switches, timers and thermostats | ✓ | | |
| Replacing meter cupboard doors | ✓ | | |
| COOKING AND HEATING APPLIANCES | | | |
| Maintenance of all appliance installed by the Tenant | ✓ | | |
| Cleaning extract fans, cooker hoods including batteries, bulbs and grease filters | ✓ | | |

No Heating? Before you call TORC Housing

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.

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. TORC 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 TORC, 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.

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

People lived very differently in the past. 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 of the 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 occur 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. 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 makers 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 extractor 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 extractor 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 is proven 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 cills, 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 limitation 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 used** for any type of storage.

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.

What are the main points again

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

- 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 and Gas Coal “effect” fire

TORC will endeavour to ensure that all types of heating system appliances, chimney's, flues and pipework installed by TORC 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. All tenants **must allow** access for the **mandatory** servicing to be undertaken each year, this is a condition of your tenancy agreement. Plant rooms in the home contain essential and delicate equipment, tenants must not use the plant rooms as storage. All costs for repairs within the plant rooms will be recharged to tenants if as result of the rooms being used for storage.

Failure to provide access is a **breach of your tenancy agreement** and may result in legal action.

SECTION 5

INVOLVING TENANTS



TORC 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. Our Community Development Co-ordinator 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. In all new housing developments, TORC sets a '100 Day Plan' beginning on the day of Pre-Tenancy Training. Our goal, through a series of meetings and consultations, is to facilitate the first tenant/community event within 100 days.

We work continuously to develop such initiatives so please log on to our website to check for up and coming events or ask to speak to our Community Development Co-ordinator.

Consultation

TORC 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, regarding any aspect of our activities affecting you or which you would like to change or influence in some way.

Keeping You Informed

Your Housing Services Coordinator is your main point of contact at TORC. 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, SMS text message, by email and more generally by newsletter and by providing up to date information on our website and our Facebook page.

Tenant Participation

TORC 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.

Our Community Development Co-ordinator can advise you on opportunities for involvement in your area. They will meet you to discuss how the process works and its' benefits.

If you would like to find out more information on how you can get involved, please visit our TORC Sustainable Housing website: www.torcsustainablehousing.ie

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 Services Coordinator and our Community Development Co-ordinator. 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.

Residents Magazine

Our Residents Magazine is published twice a year. Tenants are welcome to submit articles or share photos to showcase the events/activities in your community. We also welcome suggestions from residents on how the magazine can be improved. You can see previous editions of the Residents Magazine on the TORC Sustainable Housing website in the residents Magazine archive.

Tenant Engagement Working Group

This is a consultation group made up of TORC Housing staff and TORC Housing tenants. Its purpose is to enable staff and tenants to work together to develop the services TORC Sustainable Housing and looks at how we communicate with our tenants.

The tenant engagement working group meets quarterly, and participating tenants are reimbursed their public transport costs to meetings. If you are interested in being on the tenant panel of the working group or would like to find out more about it, please contact your HSCO or your Community Development Co-ordinator.

Information and Training

The Tenant Engagement team regularly run free online and face to face training sessions for tenants on topics such as money advice and budgeting, running events in the community and skills for residents' groups.

If you are interested in tenant participation, you can get in touch with the Tenant Engagement team by emailing: info@torcsustainablehousing.ie. For the most up to date tenant information, competitions, activities and events please go to our website:

www.torcsustainablehousing.ie

SECTION 6

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 TORC Housing we expect that you are 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 domestic pet owner which includes:

- getting written permission from TORC 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 that are on the restricted breeds list and outlined in both your tenancy agreement and In **Section 1** of your tenant handbook.
- 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 and allowing rubbish to blow around the street or the communal landscaped areas of the 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.

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

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 Housing Services Coordinator. 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.

Good Neighbour Agreement

TORC Housing 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 an end to such behaviour.

Being a good neighbour

TORC Housing is asking all of our 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 also be contributing to a more positive, confident and outward looking community.

About this agreement

As a tenant of TORC Housing, 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. As the Landlord's Agent, TORC will require each tenant and member of the household to rely upon the terms and conditions of your tenancy agreement and specially Section E – Conduct of Tenants/Anti-Social Behaviour and the Clauses and Sub Sections 43 to 46 within. TORC will also rely upon your Local Authority's "Policies and Procedures" governing

Anti-Social Behaviour for the County or City Council where your home is located and you must strictly adhere to all the conditions stated within. A copy of each Local Authority's Anti-Social Behaviour, Rents Arrears and Differential Rent Policy will be available on the TORC website: **www.torcustainablehousing.ie**.

TORC Sustainable Housing's Responsibilities

TORC Housing 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, TORC Housing 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 voluntarily agree 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, TORC Housing 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 TORC Sustainable Housing

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 TORC Housing, 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, TORC Housing 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 TORC Housing)

Date: Date:

SECTION 7

ANTI-SOCIAL BEHAVIOUR



TORC 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. TORC is committed to the ideal that tenants of the TORC and residents living near tenants of the TORC are able to enjoy living in their dwellings free from anti-social behaviour and from nuisance behaviour that detracts from their quality of life. Section 1 of the Housing (Miscellaneous Provisions) Act 1997, as amended defines Anti-Social Behaviour.

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 TORC 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 Services Coordinator will advise you of restricted breeds.
- 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

Complaints of ASB to TORC can be made in a variety of ways – by phone to the Helpdesk, in writing, or face to face to the HSCO. The complainant is kept informed as to outcome of initial investigation, as appropriate.

TORC considers its complaints system as a confidential service and every effort is made to protect the identity of the complainants. We assume that a complainant requires the complaint to be dealt with in conditions of complete confidentiality unless the complainant specifically states (in writing) otherwise. If the nature of the complaint is likely to compromise the identity of the complainant, an investigation does not proceed, unless the latter gives written authorisation to do so.

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 TORC 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 an 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 TORC may take action against the perpetrator to terminate the tenancy.

You hold a local authority tenancy agreement, but your home is managed by TORC. The tenant and landlord rights are governed by the Housing (Miscellaneous Provisions) Act 2014, as amended and TORC Sustainable Housing works collaboratively with each Local Authority to ensure the terms of your tenancy agreement are complied with. Where a tenant does not comply with the terms of their agreement, TORC, in conjunction with the Local Authority reserve the right to take action against you. If it is found that tenants are engaged in anti-social behaviour and have breached the tenancy agreement, warning letters will be issued. The warning letters will give opportunity, where appropriate, for a tenant to remedy the breach and comply with requirements. If this does not resolve the matter TORC will institute legal proceedings. This may lead to the possession of your home and your eviction, or to the exclusion from the dwelling or the estate where you live, which is enforced by the District Court, Circuit Court or High Court. A tenant has the right to seek a **'Review Request'** upon receipt of a **'Notice'** from TORC. A **'Review Request'** is a request in writing made by the Tenant under Section 10 of the Housing (Miscellaneous Provisions) Act 2014, as amended. This request must be received by the Landlord within 10 working days or within such period as may be extended by the Chief Executive of the Landlord, from the date of issue of a Tenancy Warning to the Tenant, requesting the Landlord to review the Tenancy Warning.

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 8

LIVING IN AN APARTMENT



Resident Supervisor

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

“What are the duties of the Resident Supervisor?”

The Resident Supervisor's duties are to keep clean the communal areas of the building and keep the landscaped areas tidy whilst 'keeping an eye' on the scheme to ensure tenant satisfaction.

They will report repairs to the Housing Services Coordinator and can provide access for contractors who need to carry out repairs. They may also carry out minor repairs in the communal areas.

The Resident Supervisor also helps maintain the security of the building and deals with any emergencies. They will arrange for the refuse bins to be taken out of the store for weekly collection.

You can report any concerns you have regarding repairs, and anti-social behaviour to the Resident Supervisor and they can liaise with the Housing Services Coordinator.

Common Areas

You are expected to cooperate 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.

Landscaping

Where applicable TORC 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 responsibility of each tenants to keep their own 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 in your locality, where these are provided.

Refuse storage areas are monitored regularly. If TORC becomes aware that a tenant has left any such items, TORC will endeavour to identify the tenant responsible and possibly consider further sanctions.

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 between 11pm and 8am.
- 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

While out on balconies, tenants 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 is 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 TORC 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 TORC and you are requested to take part during these.

SECTION 9

TRANSFERS & EXCHANGES



Transfers

“Can I apply for a transfer?”

If you are tenant of TORC for at least two (2) years, you may, subject to certain criteria be considered for a housing transfer to an alternate property. The criteria is strict and may also require the approval of the local authority in the area that you reside. As transfers usually arise as a result of changing personal or family circumstances, it is advisable to first contact your Housing Services Coordinator and discuss what options may be available to you. TORC will consider each request based upon the information provided and confirm in writing to you any decision that is taken, as a transfer cannot always be guaranteed or supported by a local authority.

“How do I apply for a transfer?”

You should first contact the TORC Office and request a “Housing Transfer Application Form” to be sent to you for completion and return. TORC will then consider your request for a transfer, subject to you satisfying one or more of the following grounds shown below, and, subject to the approval of the Local Authority in which you reside.

Internal transfers will only be accepted, if, one or more of the following grounds has been satisfied and supporting documentation has been provided from a suitably qualified specialist, consultant or an occupational therapist:-

- a) Overcrowding as per Section 63 of the Housing Act, 1966: TORC will complete an Inspection to verify details of same.
- b) Medical Grounds e.g. special adaptations to dwelling/ground floor accommodation required to meet a housing need. The transfer application form must be accompanied by an Occupational Therapist’s Report, Consultant’s letter and or any other relevant documentation.
- c) Downsizing: considered as part of the TORC’s policies on good estate and property management of housing stock, subject to alternate accommodation in the particular area of choice.

Please note, you **will not be** considered for a internal transfer if any of the following apply, as follows:

You owe rent arrears to TORC or a former approved housing body.

You owe rent arrears and the rent accounts has not been fully up to date and in credit for the preceding six months at the point of the transfer application.

Your rent account has **fallen into arrears** after the transfer application was approved.

Your existing home and property **has not been** maintained to an acceptable standard of TORC and/or unauthorised alterations have been carried out without the permission of TORC that must first be rectified.

Your home **is not** in a satisfactory condition due to damage, misuse or wilful neglect.

You are under investigation for persistent anti-social behaviour or TORC is taking action to terminate your tenancy for a proven anti-social behaviour.

You have breached the terms and conditions of your tenancy agreement and TORC is investigating these breaches and considering legal action to remedy same.

If you wish to apply for a transfer to another Housing Association or a Local Authority property, the criteria and approval is entirely dependent on each of the housing bodies internal transfer process. TORC cannot influence any decision or policy in place with another housing body. Should you require clarification on these matters, please contact your Housing Services Coordinator and they will advise you accordingly.

Exchanges

If you are interested in a Direct or Mutual Exchange with a tenant living in a TORC, Council or another Housing Association property, please contact your Housing Services Coordinator. TORC 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 10

MOVING IN & MOVING OUT



Moving Into Your New Home

- Before moving in, you will have the opportunity to meet your Housing Services Coordinator, 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.
- As our tenant, you now have accepted responsibility and liability for the payment of all taxes, service charges and the utilities which are applicable to your home. These future utility costs, such as the electricity/gas usage and their standing charges are now your responsibility, and must be paid by you. You should contact a Utility provider, provide your new address, confirm these readings, accept responsibility and get the utility accounts into your own name as soon as possible, as failure to do so, could lead to disconnection.

Moving Out – How to End Your Tenancy

If you wish to end your tenancy you must notify us in writing at least 28 Days before you plan to vacate the premises. If you do not provide at least 28 Days notice, we reserve the right to request 28 Days rent from you. When you apply to surrender your tenancy you will be asked to sign a Surrender Form which confirms that you are giving up any rights or entitlements to continue to occupy the dwelling.

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

You must inform TORC 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. TORC 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 Coordinator to hand back the keys and facilitate a property inspection. You should return the keys to a member of TORC staff only. Your tenancy **will not be terminated** until you return the keys to TORC and you will be responsible for the rent. Failure to notify TORC 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 TORC will take legal action to evict them because they will be living there illegally.

SECTION 11

SUCCESSION OF TENANCY



What to do if You Are Helping With The Affairs of a Tenant Who Has Died

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.

“How do I end the tenancy?”

To end the tenancy, you will 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 end of tenancy date to close accounts.
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 TORC.
5. Return all sets of keys to TORC.
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.

“Can I succeed the tenancy if the named tenant has passed away?”

If you are over 18 years old and you have been recognised and authorised by TORC to legally live with the tenant for preceding **2 years**, you may have a right to succeed and take over the tenancy. This is known as succession, it simply means passing the tenancy on to someone else when you die, like a form of inheritance.

The decision to succeed a tenancy may be driven by TORC and/or the Local Authority and is not guaranteed. For example, a Tenancy, shall terminate on the death of a Tenant, or may, where the following conditions arise, continue, these conditions are:

The tenancy may be succeeded by the tenant's wife, husband or partner, step relative, parent, child, grandparent, grandchild, niece, nephew, brother, sister, aunt or uncle, if said person, is named on this Agreement and/or approved by TORC in accordance with this Agreement. Departure of tenants by way of purchasing or providing own accommodation will not be grounds for a child over 18 years to remain in the dwelling and apply for succession.

Succession can only happen as set out herein if such relative is named in this Agreement and/or approved by TORC in accordance with this Agreement.

If one joint tenant dies the other joint tenant succeeds the tenancy, joint tenants do not have to be related and this counts as one succession.

A member of the tenant's family may succeed the Tenancy with the agreement of TORC.

If the tenant is divorced and the court allows the tenant to live in the unit instead of his/her husband or wife this does not count as succession

The successor or said "occupant" must have lived in the dwelling with the tenant for a minimum period of **2 years** prior to applying for a Succession of Tenancy, and before the death of the Tenant, and **it must be** the Successor only or main home. TORC must also take into consideration whether the said "occupant" would be over or under-accommodated and **will always be subject** to the approval of the local authority in which the dwelling is located;

The successor must be 18 years old or over;

The person wishing to succeed the tenancy must inform TORC in writing immediately, If there is a dispute about who should succeed the tenancy, TORC will decide whom the new tenant will be. A succession can only occur once; however, TORC will consider giving a tenancy to someone after a successor's death if that is their only home. A tenancy can only be succeeded once, as long as the tenant is not a successor, his/her partner or a family member of can succeed this 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, TORC 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;

- The succession **will always be subject** to local authority approval.
- Succession will only be granted once.
- The successor must have, with the full knowledge and permission of TORC, been resident in the dwelling with the tenant for a minimum period of **2 years** prior to the death of a tenant and it must be the Successor's 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.

SECTION 12

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 |

**Remember
Being Energy
Conscious
Can Save You
Money!**

What is a BER Certificate?

A BER or Building Energy Rating Certificate will be provided for all 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.

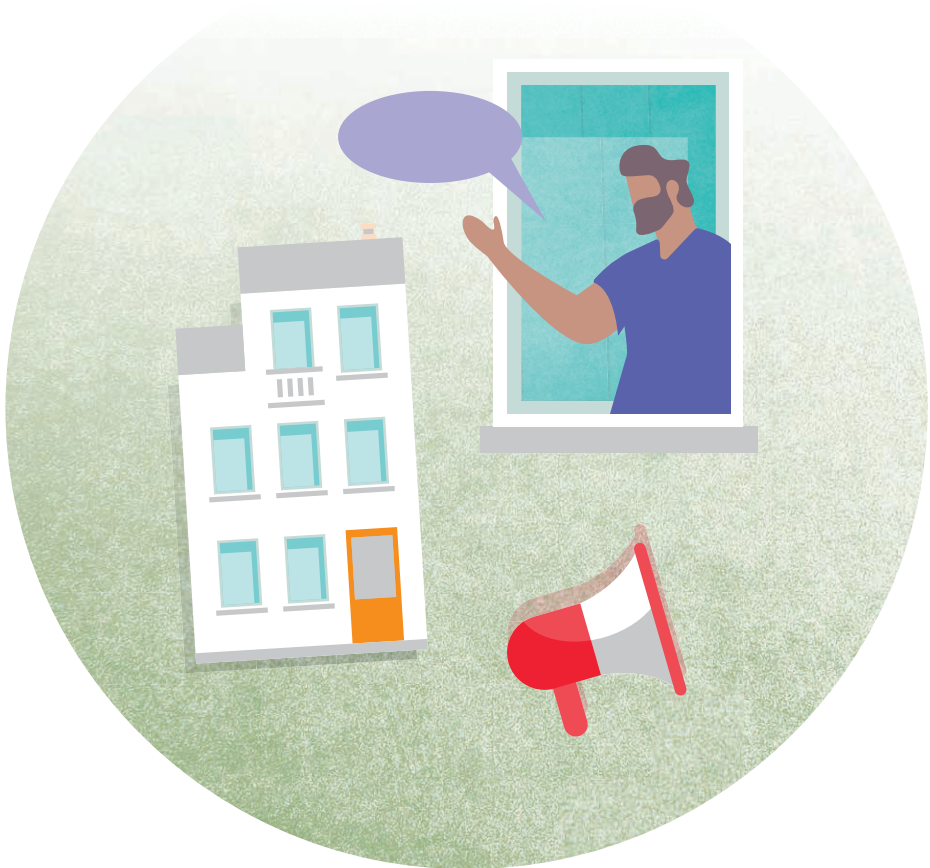
New tenants will be provided with a BER Certificate when they sign their tenancy agreement and move into their new home. This will advise what rating their new home has been given. This assessment will have been based on the characteristics of their home such as the levels of insulation used, the construction 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 Agent of the Landlord, it is our responsibility to provide this certificate. As a tenant of TORC 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 13

CUSTOMER CARE & COMPLAINTS



Customer Care

TORC 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.

TORC 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 is available online or on request from our office.

Comparing Our Performance

TORC 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

TORC 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

TORC 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

TORC is committed to providing high quality services to meet the needs and expectations of our 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 TORC'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 TORC;
- 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. TORC 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.

TORC 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 Helpdesk and a member of staff you normally deal with; for example, the Repairs Coordinator or the Housing Services Coordinator. 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

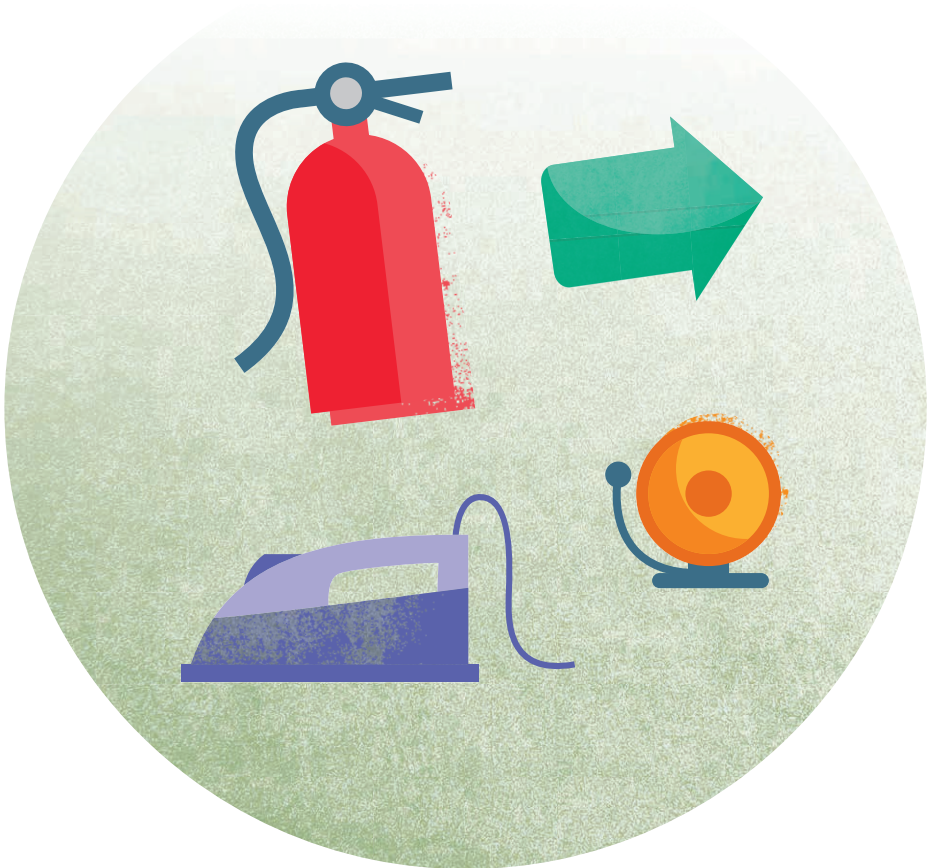
If you are unhappy about the first response, you can write to the Manager of that particular Staff Member and Department. The Manager will review the matter to establish if your complaint was dealt with fairly, and if the right decision was made. A reply will be sent to you within 10 working days.

Step 3

If you are unhappy with the response from the Departmental Manager, you can then write to the Operations Director or Housing Services Director who will conduct a further review. A reply will be sent to you within a further 10 working days.

SECTION 14

FIRE SAFETY INFORMATION



General Fire Safety Information

- Your home is fitted with a smoke and/or heat detection system.
- 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 (a smoke alarm will “beep” when the battery needs to be changed).
- 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 under the influence of alcohol do not 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, never use an open chip pan.
- 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, including tinfoil.
- Never use a gas cylinder cooker indoors, this is a breach of your tenancy agreement and is not permitted by TORC.

Smoking

- Never 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 lint caught in the lint trap of a tumble dryer should be removed before next use.
- Make sure all appliances have a British or European safety mark when you buy it.
- Always check that you use the right fuse to prevent overloading in a plug or fusebox.

Candles and Heaters

- Never leave candles on or near any flammable materials.
- Avoid the use of radiant electric fires, these can be easily brushed against and have devastating consequences.
- 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 or 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 or 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, never use elevators.
- 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 112 or 999 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 15

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 I8).

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.

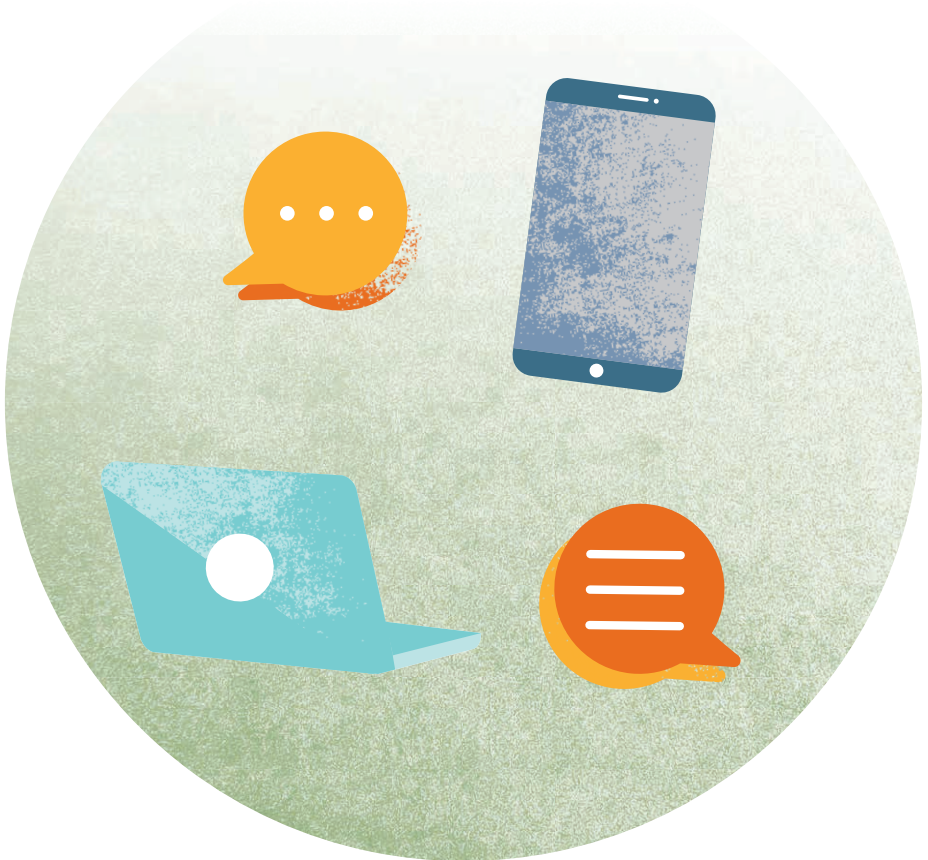
Reducing the risk of Legionella

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 16

USEFUL CONTACTS



Useful Contacts and Directory of 3rd Party Contacts

| Company Name | Website Address | Contact No |
|--|--|---------------|
| Utilities Companies | | |
| Gas Networks | www.bordgaisenergy.ie | 1850 632 632 |
| ESB Networks | www.esbnetworks.ie | 1850 372 999 |
| Electric Ireland | www.electricireland.ie | 1850 372 372 |
| Energia | www.energia.ie | 1850 300 700 |
| SSE Airtricity | www.sseairtricity.com | 1850 81 81 10 |
| Panda Power | www.pandapower.ie | 1890 68 68 68 |
| Bord Gais Energy | www.bordgaisenergy.ie | 01 611 01 51 |
| Waste Disposal Company | | |
| City Bin | www.citybin.com | 1800 24 89 24 |
| Greenstar | www.greenstar.ie | 01 829 8992 |
| Key Waste | www.keywaste.ie | 01 429 9846 |
| Barna Recycling | www.barnarecycling.com | 091 771619 |
| Wers Waste | www.werswaste.ie | 1890 229 377 |
| Home Contents Insurance | | |
| Compare Insurance | www.compareinsuranceireland.ie | 042 935 9090 |
| Quote Devil Insurance | www.quotedevil.ie | 01 254 1300 |
| Axa home insurance | www.axa.ie | 1890 24 7 365 |
| Allianz home insurance | www.allianz.ie | 01 448 48 48 |
| FBD home insurance | www.fbd.ie | 01 761 7617 |
| 123.ie home insurance | www.123.ie | 01 518 1434 |
| Welfare Rights and Support Services | | |
| Social Welfare | www.welfare.ie | 1890 66 22 44 |

| Company Name | Website Address | Contact No |
|---------------------------------------|--|---|
| Consumer Rights | www.ccpc.ie | 1890 432 432 |
| Money Advice Budgeting Service | www.mabs.ie | 0761 07 2000 |
| Citizens Information Centre | www.citizensinformation.ie | 0761 07 4000 |
| HSE Elderly Support Services | www.hse.ie | 1850 24 1850 |
| The Samaritans | www.samaritans.ie | 116 123 |
| Childline | www.childline.ie | 1800 66 66 66 (24 hours a day) OR Text BULLY or TALK or HELP to 50101 for One to One texting 10am – 4am |



Cork

24 Marlboro Street
Cork

T 01 485 2020

Galway

4th Floor
Heritage Hall
Kirwans Lane, Galway

T 01 485 2020

Opening Hours

Monday to Thursday 9am-5pm
Friday 9am-4.30pm

Out of Hours Emergency Service

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