LONGFORD LOCAL AUTHORITIES

KNOW YOUR RIGHTS

ACCEPT YOUR RESPONSIBILITIES

TENANT HANDBOOK
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INTRODUCTION

Longford Local Authorities are pleased to give you a Tenant Handbook as part of the Councils’ commitment to continually improve the delivery of services to its Customers.

This Handbook is an important element in the flow of information between the Council and its tenants and should be kept in a safe place for future reference.

In addition to the Handbook there is a range of leaflets, circulars and public information notices and annual publications available to you for your information.

How can I contact the Council?

You can contact us at:

**LONGFORD COUNTY COUNCIL**
Áras an Chontae, Great Water Street, Longford
Telephone: 043 46231
Fax: 043 41233
e-mail: housing@longfordcoco.ie
Web: www.longfordcoco.ie

**LONGFORD TOWN COUNCIL**
Market Square, Longford
Telephone: 043 46474
Fax: 043 45580 / 45786
e-mail: info@longfordtowncouncil.ie
Web: www.longfordtowncouncil.ie

You can call without appointment to our public counter, which is open during office hours, where matters concerning you may be discussed with experienced housing staff.
You may meet with the Housing Officer by appointment.
HOUSING OPTIONS AVAILABLE TO YOU

As a tenant you have various options to choose from if you wish to become a homeowner or to improve the property you currently occupy. The options are briefly outlined below and further details on each option are available from your Local Authority office.

If you have been a tenant of a Local Authority house for at least one year you may apply to purchase the property from the Local Authority. The purchase price will be based on the market value of the property less discounts based on number of years you have been in the house. Applicants are required to obtain a mortgage either privately or from the Local Authority to purchase the property.

Can I buy my house?

Is there any support available for me to surrender my Council house and buy a private house?

Yes. There is a range of options to help you enter the purchase a private property:

MORTGAGE ALLOWANCE SCHEME

A Local Authority tenant who surrenders the house they occupy to the Local Authority and who enters into a mortgage for the purchase of another house may be eligible for the Mortgage Allowance Scheme. This scheme gives a subsidy towards mortgage payments over the first five years of the mortgage, payable directly to the lending agency, who will reduce the mortgage repayments accordingly.
AFFORDABLE HOUSING

Local Authority tenants may be eligible to purchase a house under the Affordable Housing scheme depending on their level of income. Under this scheme the Local Authority provides houses for sale at a discount from the market value. The Local Authority provides a 95% mortgage to eligible applicants over a period of 25 years to purchase the house.

SHARED OWNERSHIP LOAN

The Shared Ownership scheme offers eligible applicants the option of home ownership in a number of steps. Ownership of the house is shared between the buyer and the Local Authority initially and provides for more affordable payments than a conventional mortgage. Under the scheme, the applicant initially buys a share (min 40%) in a house, and rents the remainder from the Council, with an undertaking to buy the remaining share within a 25 year period.

LOANS FOR HOUSE PURCHASE OR HOME IMPROVEMENT

A Local authority may also advance a loan to allow eligible applicants buy a home outright over 25 years. Alternatively, loans of varying amounts may be advanced for home improvements over varying periods.

Can I transfer to another house in the local authority area?

We hope that the house you occupy is adequate for your current and future needs. However, in certain limited circumstances we would consider applications for transfer. These circumstances could include overcrowding, under-occupation, and severe physical disability. In general, applications for transfers based solely on social reasons e.g. neighbourhood conflicts or location, are treated as new housing applications, and will be prioritised on the basis of need in competition with all others on the housing list.
A Local Authority may extend a rented Local Authority house where there is overcrowding or potential overcrowding in the house and where funding for the work is available.

The Local Authorities may undertake structural alterations to your house to facilitate the needs of members of the household with a disability.

You must obtain the Council’s approval in writing before starting any improvements, alterations or additions to your home. You may need planning permission for certain works, and permission from the housing department does not in any way pre-empt the planning process and decision. The proposed work must not compromise the future use of the dwelling and the work must be undertaken by a competent contractor.

The Council may provide reconstruction loans to a tenant where they are satisfied that the proposed works will enhance the value of the dwelling.

Please note that all such construction and erections become the property of the landlord and are not removable by the tenant upon termination of the tenancy, nor is any compensation allowable in respect of them. An allowance will be made for tenants who wish to buy out their house under the Tenant Purchase Scheme.
YOUR TENANCY AGREEMENT

Every tenant is required to sign a Tenancy Agreement when allocated a Local Authority house. There are a number of conditions contained in this agreement, all of which are explained to the tenant before signing. Each tenant receives a copy of their tenancy agreement within a week of having signed it and this should be kept for reference purposes.

The tenancy of a Local Authority house brings with it certain obligations and responsibilities on both the parts of the Local Authority and the tenant. By signing this agreement you are agreeing to become our tenant and be bound by the conditions of the agreement. This is to safeguard both the tenants and the Local Authority’s rights in relation to the property.

You are entering into a legal contract with us. If there is anything in this agreement which you do not understand, you should contact the Housing Section.

Your neighbours will have exactly the same rights and responsibilities as you. Your responsibilities apply to you, your friends and relatives, and any other person living in or visiting your home, including children.

This agreement gives you the right to live in the property.

We will not interfere with this right unless any of the following apply:

- You break any of the conditions in this agreement. If you do, we will take legal action to force you to meet the conditions, or we may seek eviction through the courts.
- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.
- You find another home and stop using the property as your main home. There is any other reason under The Housing Act 1997, or any future law which obliges us to get involved.
- We can also repossess the property if you (or someone on your behalf) has given any false information to get the tenancy.
- You must inform the Housing Officer if you will be away from the property for more than six weeks in one year. Otherwise the property will be considered abandoned and can be repossessed.
- The people who can live at the property with you, are those you told us about when you applied for the property. Before anybody comes to live with you, you must get our permission. We may refuse to let them stay at the property.
The Council acknowledges that when you are allocated a house you and your family become members of the community in which you live.

The Council encourages you and your neighbours to become actively involved in your estate.

In both new and already established estates the Council provides support through the Housing Liaison Officer to assist in the setting up of a Residents Association.

Through residents’ associations, RESIDENTS identify issues that relate to them on the estate and become more involved in the decision making with the Council, making their area a more desirable place to live.

Housing Estates with a Residents Association will generally look tidy and well kept, be litter free and be a more pleasant place to live.
TENANT PARTICIPATION:

The Longford local authorities encourage tenant participation in estate management. The aim is to improve the overall coordination of services in the estates. A Housing Liaison Officer is employed to promote the interests of residents of estates.

We want you as a tenant to participate and have a say in running your estate. You can help make your estate a better place to live by working through your local residents association. If there is no tenant/residents association operating in your area and you and your neighbours are interested in establishing one, why not find out more by contacting the Housing Liaison Officer.

The Housing Liaison Officer will establish a presence on the ground, and will be available to meet the tenants and residents associations on a regular basis. In this way issues will emerge, with immediate and long-term implications, which can be prioritised in estate action plans. The long-term aim is that you will be part of a community, which is represented by an active residents association, which can communicate effectively with the Councils.

For further information contact the Housing Liaison Officer, the Housing Section or talk to your Rent Collector.
LOCAL AUTHORITY RENTS

Every tenant of a Local Authority house is obliged to pay a rent to the Local Authority. This rent is calculated in accordance with the Local Authority’s Differential Rent Scheme which is updated every year to reflect the rising costs of maintenance of houses. A formula is used that takes into account the principal earners income and also that of any subsidiary earner(s) in the household. You also receive an allowance based on the number of children in the household. Any tenant whose income changes either up or down during the year is obliged to inform the Local Authority of the change. A rent review of all tenants takes place every year to ensure that everyone is paying the correct rent.

Rent may be paid to the Local Authority by the following means:

- AN POST HOUSEHOLD BUDGET SCHEME
- DOOR TO DOOR COLLECTION By Revenue Collector
- LOCAL COUNCIL OFFICE
- STANDING ORDER
- DIRECT DEBIT

The Household Budget Scheme is the recommended method of payment for those on Social Welfare allowance/benefit. Through this scheme, the rent amount is deducted directly from the welfare allowance/benefit amount. If you choose this method of payment, you will not be tempted to use rent money for any other purpose, or to say to yourself “I’ll pay two weeks rent next week”. It will be one less worry for you and enable you to manage the rest of your income, resting assured that your rent is already paid.

If you find yourself in difficulty meeting rent payments you should contact your Revenue Collector or the Housing Office. The next step is to work out a reasonable plan to clear off the arrears and agree this plan with the Housing Office. Once you make an agreement, it is imperative that you stick to it – your arrears will reduce, and the Council will be satisfied.
even if it takes a while to clear the arrears off completely. In this way you can easily overcome what is often just a temporary problem. If you are in arrears, the sooner you tackle the problem the better.

Advice is also available from the Money Advice and Budgeting Service (MABS) on how to overcome and handle difficulties with meeting payments.

It is not the wish of the Local Authority to evict any tenant for non-payment of rent but the power to do so is available in cases where repeated efforts to solve an arrears problem are ignored. Tenants who persistently ignore communications or consistently breach agreements for payment of rent arrears will be sent final written warning that court proceedings are being initiated for the recovery of the arrears, or that legal proceedings for the repossession of the dwelling are about to be initiated.
HOUSING MAINTENANCE

In the case of a new tenant the Council will make every effort to put the dwelling into a fully habitable condition. Where the dwelling is old it must be appreciated that it cannot be renovated to an ‘as new’ state. Special consideration will be given to the problems of elderly tenants and to exceptional cases of hardship.

In order to retain the dwelling in a habitable condition repairs and maintenance are necessary. The tenant shares responsibility for these repairs and maintenance with the Council, as set out in the terms of the tenancy agreement. Your responsibilities as a tenant are set out in detail in Appendix 1, which is given to all new tenants when they sign their tenancy agreement.

Longford County Council operates a free paint scheme. You can apply a free supply of paint to paint the exterior walls of your house, every five years (with the exception of dry dash walls).

REPAIRS FOR WHICH THE COUNCIL IS RESPONSIBLE:

The Council shall keep and maintain the dwelling house in good tenantable condition with respect to structural repair during the tenancy, to include the following:

- Replacement of external windows and doors, screens and frames, when and where deemed necessary.
- Replacement of gutters, downpipes, fascias, soffits and bargeboards.
- Repairs to structure of roof including repairs to the roof tiles following storm damage.
- Replacement of hot water cylinder, including all fitments and attachments and also including attic tanks.

NOTES:

The Local Authority will NOT be responsible for the repair of any of the above items where:

- Damage has been caused by tenant.
- Unapproved alterations have been carried out by the tenant.
- Neglect or failure of the tenant to properly maintain.

If we need to carry out a repair because of ill use or lack of care, we will charge you for it, e.g. broken window, damaged doors.
REPAIRS FOR WHICH THE TENANTS ARE RESPONSIBLE:

The following matters are specifically the responsibility of the tenant and when the tenancy agreement is signed, you are advised of your responsibilities as detailed in Appendix 1. In general under the terms of your Tenancy Agreement, the following are the main types of repair that are your responsibility:

- Routine decoration, upkeep and maintenance of premises.
- Painting of all external paintwork, including windows, doors and fences; Proper cleaning of chimneys.
- Maintenance of drainage system including periodic cleaning of septic tank as required.
- Maintenance and repair or replacement of glazing, fasteners, locks, hinges, bolts and stays in doors and windows.
- Maintenance and repair of sanitary fittings including toilet, wash hand basin, bath, sink, sink unit, including all fitments and attachments, and including all water and waste pipes leading thereto and thereon, and replacement of any of these items where required.
- Maintenance and repair of range, including all fitments and attachments, and replacement of range parts and range where required.
- Continued maintenance and repair of all electrical fittings in full.
- Continued maintenance and repair of all fences, gates and entrances including the roads and pathways.
- Regular cutting of grass in front and back lawn.
- In the case of electrical or plumbing repairs this work should only be undertaken by a Qualified Contractor.

NOTES:

In the event of a tenant failing to carry out repairs for which he/she is responsible, such repairs may be carried out by the Council and the cost of same to be charged for the addition of an appropriate amount to the weekly rent; and the Council will not accept any liability in respect of damage which may have been caused to the contents of the house as a result of any delay in carrying out these repairs.
MAINTENANCE & REPAIR PRIORITIES

The aim of the Council is to provide a fast and effective repair service to our tenants. To achieve this within the limited budget and fulfil our obligations to our tenants, repairs are prioritised depending on the degree of urgency.

The general classification of repairs is:

- EMERGENCY
- ROUTINE
- PLANNED

Emergency repairs are required to be undertaken at the earliest possible time and generally within 24 hours.

Examples of emergency repairs include:

- MAJOR PLANNING LEAK
- DANGEROUS ELECTRICAL FAULT
- MAJOR STORM DAMAGE
- FAILURE OF ENTIRE ELECTRICAL SYSTEM
- LACK OF WATER SUPPLY TO DWELLING

Routine repairs are general house repairs, which are the responsibility of the Council. These are undertaken as and when finance is available.

Planned maintenance is general repair and maintenance of a preventative or long-term nature. It includes items such as window and door replacement, external painting, electrical
or insulation upgrading. This work is normally applied to a number of houses and is generally undertaken by contract.

REQUESTS FOR REPAIRS:

If you have any queries about maintenance, you should contact the Council. Alternatively your Rent Collector can pass on your repair request. The details are recorded on a Maintenance Request Form. You will usually be given an indication of when we expect to undertake the repairs. While every effort will be made to deal with your request in some cases it may not be possible to stick to the original arrangement – emergency repairs may take precedence over the arrangement.

VACANT DWELLINGS:

It is not always possible to re-let a Council house immediately after it becomes vacant, especially if the property has been vacated on short notice. When houses become vacant, they have to be inspected and brought up to a proper standard before re-letting. This work can place a strain on resources and manpower, but every effort is made to carry out the work in the shortest timeframe possible.

Vacant dwellings in an estate can become a target for vandalism. If you intend surrendering your dwelling, please give us four weeks notice. We can then make arrangements to have it re-let, and avoid any problems associated with vacant houses.
ANTI SOCIAL BEHAVIOUR

We want you to enjoy living in your home. We recognise your right to enjoy living as you choose, as long as this does not adversely affect other tenants and neighbours. We ask that all tenants and their families are considerate towards their neighbours and help to create a caring community. The Council will endeavour to promote harmony on all estates and try to deal with any problems.

Sometimes children are not supervised while out and about the estate, and incidents between children can often lead to tensions between adults. Also, unsupervised children can unintentionally cause damage to property. If all residents agree to supervise and know the whereabouts of their children at all times, a lot of hassle can be avoided.

However, if your neighbours are becoming a nuisance to you, and they are still tenants of the Council, don’t assume that we know about it! If you cannot resolve the issue yourself, contact the Council, giving full details of the incidents concerned.

All information submitted to us is dealt with in the strictest confidence.

All tenants are responsible for their behaviour, the behaviour of their children, and visitors to their house, be they invited or uninvited.

- The Council has adopted a very strong position where acts of anti-social behaviour are proven. Tenants who are ultimately evicted will be regarded as having made themselves voluntarily homeless, and therefore there will be no obligation on the local authority to rehouse them.
ANTI SOCIAL BEHAVIOUR
(as defined in Housing Act 1997) includes:

Sale, supply or distribution of a controlled drug

Any behaviour which causes or is likely to cause significant or persistent danger, injury, damage, loss or fear to anyone lawfully in the house or in the local area. This includes violence, threats, intimidation, coercion, harassment or serious obstruction of any person.

Threatening or violent behaviour to any employee of the Council.

In addition, the tenancy agreement states that:

‘The Tenant shall not cause any nuisance or be guilty of or permit of any conduct likely to cause annoyance or disturbance to his neighbours’.

WHAT CAN THE COUNCIL DO ABOUT ANTI-SOCIAL NEIGHBOURS?

The 1997 Housing Act allows the Council to apply for an Excluding Order against a person whom the Council believes to be engaging in anti-social behaviour. Anti-social behaviour which does not necessarily come under the definition of the 1997 Act, may be in breach of the Tenancy Agreement, and the Council may seek to repossess the property under the Housing Act 1996.

The Court must be satisfied that there are reasonable grounds for believing that the respondent is or has been engaged in anti-social behaviour. The Court must also be satisfied that the Council has made every attempt to resolve the situation by other means – consultation, supports, warnings, etc. The records must show a persistent pattern over a period of time – not just one-off incidents (except in the case of drugs).
WHAT CAN I DO ABOUT ANTI-SOCIAL NEIGHBOURS?

- Do not assume the Council already knows about it.
- Action will only be taken in response to complaints.
- All complaints will be treated confidentially and investigated. It is best if complaints are received in writing, but you can also phone. When phoning you need to state your name, what incident you are reporting (i.e. the facts), when it took place, and the name of the person/persons who were involved.

  - An Anti-Social Behaviour complaint form will be sent out to you, but rest assured that your complaint has already been recorded, and will be verified and investigated.

  - Under the Housing Act 1997, a tenant may apply to the District Court for an Excluding Order against a person (including a joint tenant), whom the tenant making the application believes to be engaging in anti-social behaviour. The Council may make this application in cases where they believe that the tenant may be deterred or prevented by violence, threat or fear, from pursuing an application for an Excluding Order.

  - Where there are reasonable grounds to believe that any person would be deterred or prevented by violence, threat or fear, to give evidence re anti-social behaviour in court, a Garda or an officer of the Council can make a statement as evidence of such anti-social behaviour.

- **HELP US TO HELP YOU** – if you and your neighbours always report incidents of anti-social behaviour and serious breaches of the tenancy agreement, such as illegal dumping, we can tackle these problems together in the interest of good estate management.
WHAT HAPPENS WHEN I MAKE A COMPLAINT?

The Council will record and retain all complaints received.

- In general it is vital that before any action is taken in response to a complaint, the behaviour complained of is independently verified. No enforcement action can be taken until an investigation into the complaint has been carried out.

- Based on the nature of the complaint, a decision on appropriate action will be taken by the Administrative Officer in Housing.

- The tenant who is subject of the complaints must be given a chance to respond. If they give an undertaking to modify their behaviour or if the anti-social behaviour ceases to the satisfaction of the Council, no further action will be taken and the situation will be monitored.

- Sometimes people cannot cope, and in difficult circumstances distance themselves from friends and neighbours, and only end up compounding their difficulties. In these cases support can be far more effective than enforcement.

- If, after the above approaches to the problem have been tried and there is no satisfactory resolution to the issue, a decision will be made by the Council as to the Warnings to be issued, and eventually the most appropriate form of legal action to be taken (Excluding Order/Repossession)
IMPORTANT:

All complaints are recorded, so it is very important that the details of the complaint are clear and factual.
If the problems are recurring, subsequent complaints should be made in the same manner as the first.

Complaints in respect of damage to property, threatening behaviour or violence - anything of a criminal nature - should also be reported to the Gardaí. In this way Gardaí records will corroborate Council records if the case goes to court.

Specific actions taken in response to a complaint are confidential i.e. the matter is between the Council and the subject of the complaints. It will not be discussed with the complainant. As a result complainants sometimes get frustrated at what they perceive to be the Councils indifference or lack of action.

The Council has to be impartial and fair in dealing with all tenants, and cessation of the anti-social behaviour is the desired outcome of the above procedures. Eviction is a last resort.
USEFUL ADVICE

INSURANCE

The Local Authority insure the building for fire damage. As a tenant you are strongly advised to insure the contents of your dwelling.

ELECTRICAL SAFETY

It is important to exercise care in the use of electrical appliances and not to overload sockets, etc. Damaged or defective sockets on switches should be reported to the Council immediately. Under no circumstances should tenants tamper with or attempt to repair or alter electrical systems.

CHIMNEYS

Chimneys should be cleaned at least twice per year to reduce risk of chimney fires. In the event of a chimney fire call fire brigade immediately and report the incident to Council.

STORAGE HEATING

Many Council houses are now heated with a storage heating system. This system works on night-rate electricity. However caution needs to be exercised when using the system for the first time, and you are advised to monitor your usage for the first few months to ensure that your bills will be affordable.
PETS

You may keep domestic pets such as cats or certain breeds of dogs as long as they don’t become a nuisance to your neighbours. Dogs should not be allowed to roam free around housing estates. You must have a licence for your dog, it must wear a collar with an identity tag on it, and must be kept under control. ‘Under control’ means that it must be on your property, or must be on a lead when off your property. The Dog Warden has powers to issue on-the-spot fines and to impound your dog under the Control of Dogs Act 1986. Pound fees will apply if you want to get your dog back out of the pound.

Also, it is an offence for a dog to foul in a public area under the Litter Pollution Act 1997. It is the responsibility of the owner to clean up after their pet.

- Horses, pigs, poultry or any non-domestic animals or birds are not classified as pets. Keeping any of these on the property, in the gardens or on open spaces in housing estates, is a serious breach of your Tenancy Agreement.

FIRE

The occurrence of a fire can have serious consequence to life or property and tenants should minimise such a risk. Practical measures to reduce such a hazard include -

- Secure fire guards to open fires
- Keep matches and lighters out of the reach of children
- Do not leave children alone in the house
- Never smoke in bed
- Install a smoke alarm in the house and ensure its continued operation
- Unplug all electrical appliances at night
- Install a fire extinguisher and fire blanket

In the event of a fire vacate house immediately and call fire brigade
LITTER

It is the responsibility of the tenant to keep the dwelling and its environs clean and free from litter and all other waste at all times.

You can dispose of your household waste in a number of ways:

- Yellow refuse sacks – available from most local shops
- Wheelie bin – fee payable quarterly or annually
- Bring car & trailer to the dump (approx. 5 miles from Longford town on the Drumlish road) – priced per weight of waste.
- Skip – expensive to hire, but occasionally you may have large items to dispose of, and some of your neighbours may be willing to share the cost.

YOU MUST NOT ACCUMULATE HOUSEHOLD WASTE AT YOUR PROPERTY AS IT MAY ATTRACT RATS.

ILLEGAL DUMPING IS A SERIOUS OFFENCE, AND IF CONVICTED A LARGE FINE IS PAYABLE.

VEHICLES

It is forbidden to park any caravans, mobile homes, etc on the property or on adjacent communal areas. Also any illegal or unroadworthy vehicle should not be retained by the tenant on the property or on adjacent roadway or on communal areas.
LONGFORD COUNCIL
WEBSITES

Further information is available on the following websites:

Longford County Council:  www.longfordcoco.ie
Longford Town Council:  www.longfordtowncouncil.ie

The County and branch libraries offer free Internet access for library members (there is a small membership fee). Don’t worry if you have never used the Internet before, or even a computer - it is relatively easy to use, and you can ask the Library Assistant to show you.

OTHER USEFUL WEBSITES

www.cidb.ie  Citizen’s Information database
www.comhairle.ie  Comhairle – national agency for information, advice and advocacy on social services
www.reachservices.ie  Public service information, including online application forms
www.oasis.gov.ie  Government information site
www.mhb.ie  Midland Health Board
www.fas.ie  FÁS
www.welfare.ie  Department of Social and Family Affairs
www.revenue.ie  Revenue Department - tax information
www.environ.ie  Department of the Environment
CARING FOR YOUR ENVIRONMENT

Regardless of where we live – the environment is an issue for us all. You can save money too when you produce less waste, therefore it makes sense to reduce waste, make compost and recycle as much as possible. The following are a few ideas on the small changes that you can make in your life for a better environment.

REDUCE/REUSE/RECYCLE

REDUCE

Prevention is the only solution. Make an effort not to generate waste. This is the most environmentally friendly way of helping to reduce the growing mountain of waste.

- Avoid sachets or individually wrapped servings
- Use lunch boxes for school lunches - not individually packages products
- Buy loose fruit & vegetables instead of pre-packed
- Clean with reusable cloths rather than disposable wipes
- Flatten cartons and bulky items before you put them in your bag/bin

THE ENVIRONMENT - It's easy to make a difference!
RE-USE

Don’t leave home without your reusable shopping bag
Choose glass instead of plastic/cartons and recycle
Buy recycled products

RECYCLE

Use the bottle banks – recycle your glass
Use a compost bin – these are available at a subsidised price from the Council. You can reduce your household waste by 34% by composting. One bin can recycle all your uncooked fruit and vegetable waste, tissues, kitchen roll, some newspaper, lawn clippings, leaves, etc.
If your area has a kerbside collection of recyclable waste, use it!

CUT DOWN ON PACKAGING

Buy goods and packaging that are made from recycled materials or are recyclable.

RECYCLE

Buy re-usable shopping bags
Compost your waste and get growing!
Don’t tolerate litter
Water is life … think about it and conserve it
Save energy … turn down and switch off. ‘Standby’ still uses electricity.

Remember: Uncontrolled low temperature burning of certain household waste can produce harmful emissions. See Appendix 2.
APPENDIX I

TO EACH TENANT OF LONGFORD COUNTY COUNCIL

THIS DOCUMENT SHOULD BE READ CAREFULLY AND RETAINED BY EACH TENANT FOR FUTURE REFERENCE.

The Council wishes to draw your attention to your responsibilities under the Clauses of the Tenancy Agreement, which apply to the maintenance and repair of the dwelling.

Clause 8 of the Agreement requires the tenant to keep the premises and every part thereof in a clean, proper and sanitary state and not allow any refuse, nuisance or offensive matter to accumulate on any portion thereof.

Clause 12 makes the tenant responsible for all internal decoration and for any breakage of glass in the windows and for any damage to fixtures, fittings or structure of the dwelling and for the proper maintenance of fences of the garden or plot including any banks forming part thereof.

Under the terms of the above Clauses, each tenant, on the signing of the Tenancy Agreement, assumed responsibility for repairs of a non-structural nature. Without prejudice to the generality of this responsibility, the following are examples, for your guidance, of the type of repair you will be responsible for:

INTERNAL REPAIRS

a. Internal plaster cracks.
b. Repairs to or replacement of cupboards, wardrobes, kitchen units and their doors, hinges, handles, locks, catches and drawers.
c. Curtain rails and window boards.
d. Hat and coat hooks and boards.
e. Chimney sweeping in the houses.
f. Repairs arising from condensation damage.
g. Wall and floor tiles.
h. Internal woodwork such as floors, doors and skirting boards.
i. Ventilator covers.
j. Internal doors and their handles, locks and hinges.
k. Damage to hall door and back door and their hinges, handles, locks, bolts, letterbox and knocker, not caused by fair wear and tear.
DOORS AND WINDOWS

a. External and internal door locks and handles.
b. Window stays, catches and restrictors.
c. Draught proofing of doors and windows.
d. Replacement of broken glass.
e. Permavents, where fitted.
f. Internal tiles on window cills and window boards.
g. Timberwork on windows, internally, should be painted by the tenant on a regular basis (maximum interval of five years).
h. Damage to windows and doors not due to fair wear and tear.
i. Rear entrance, side entrance and fuel house door and their fittings.

EXTERNAL REPAIRS

a. Maintenance of gardens and hedges in tidy condition.
b. Repairs to or replacement of fences and garden boundary walls erected by Council and by Tenant.
c. Repairs to replacement of or re-erection of front gates, side gates or doors leading to garden areas, including their supports and frames.
d. Clothes line.
e. Fuel sheds or out-houses: roof repairs thereto and repair or replacement of doors, locks, door-handles or catches.
f. Cleaning of silt, leaves or other deposits from gutters.

ELECTRICAL REPAIRS

a. Ceiling roses, lamp holders and plugs.
b. Fuses, except mains fuses.
c. Elements for electric fires. All repairs to electric appliances, fires and heaters not installed by the Council.
d. Replacement of light bulbs and any bulbs that may be required for pilot lights.
e. The repair of light switches (replacement light switches shall be flush type rocker arm 5 amp switches to BS 1299).
f. The repair of electrical connections to the water heating cylinder.
g. Repair or replacement of immersion heater.
N.B. The tenant(s) will be responsible for any electrical repairs arising from his/her interference with the electrical installation and if the Council has to execute repairs arising from such interference, the cost of such repairs will be charged to the tenants(s).

N.B. Where it is the tenant’s responsibility to repair an electrical fitting or installation, other than the replacement of bulbs and fuses, the work should be carried out by a qualified and competent Electrical Contractor and where such a Contractor carried out electrical work in a Council dwelling, the name and business address of the Contractor must be forwarded to the Housing Department together with a brief description of the work carried out.

PLUMBING REPAIRS

a. Repairs to burst pipes in the dwelling caused by frost or freezing temperatures and consequent damage to contents.
b. Cleaning of gully traps.
c. Cost of clearing blocked house drain where a dwelling is served by a single drain and the apportioned cost of clearing a combined drain.
d. Replacement or repair of waste pipes inside the dwelling.
e. Clearing air locks in pipes.
f. Replacement or repair of taps on sink unit and wash hand basins including leaking and dripping taps.
g. Replacement or repair of stopper and chains for bath, sinks and basins.
h. Replacement or repair of toilet bowl except if it is cracked and leaking through fair wear and tear.
i. Replacement or repair of wash hand basin except if it is cracked and leaking through fair wear and tear.
j. Replacement or repair of bath except it is cracked and leaking through fair wear and tear.
k. Replacement or repair of toilet cistern and cover except if it is cracked and leaking through fair wear and tear.
l. Replacement or repair of ball-cock or other water flotation control unit within the cistern.
m. Replacement or repair of toilet seat, chains and handles except where defective through fair wear and tear.
COOKING AND HEATING APPLIANCES

a. Solid fuel, gas or other heating or cooking appliances installed by the tenant(s).
b. The basket/grate in all fireplaces and the replacement of glass panels in doors of room heaters.
c. Damage caused to room heater by improper use.
d. Repair and replacement of tiles on fireplace/hearth.

GENERAL

a. The tenant is responsible for repairing all damage to the dwelling not caused by fair wear and tear. The tenant is required to keep the dwelling and garden in a clean and sanitary condition and not to allow any refuse, nuisance or offensive matter to accumulate on any part of it.
b. Where ‘inter-transfers’ take place, the tenants involved must sign forms accepting their new dwellings in their existing condition. The County Council will not accept responsibility for fittings found to be faulty. Defects are sometimes found in fireplaces installed by the previous tenant. The new tenant is responsible for repairs in such cases.
c. In the case of a new tenant, every effort will be made to put the dwelling into a fully habitable condition. Where a dwelling is many years old, it must be appreciated that it cannot be renovated to an ‘as new’ state.
d. Special consideration will be given to the problems of elderly tenants and to exceptional cases of hardship.
e. Tenants are reminded of their obligations to pay their rent punctually and to keep rent accounts clear. The position of a tenant’s rent account will be examined on the receipt of a maintenance request by the Council and the Council will undertake to carry out those repairs for which it has responsibility, only in the event of a tenant having a clear rent account.
f. The tenant(s) shall be responsible for the repair of any wilful or malicious damage and if the Council undertakes repairs resulting from such damages the cost of such repairs will be charged to the tenant.
g. The tenant(s) shall be responsible for repairs to doors, windows, fixtures and fittings in the dwelling caused by destruction or damage by burglary, housebreaking, larceny or theft.
APPENDIX 2

STOP BURNING

Burning any type of material including tyres, household rubbish, agricultural waste, industrial or construction waste is illegal and you can be fined under the Waste Management Act of 1996 and the Air Pollution Act of 1997.

The tiny particles released in smoke during burning are small enough to be breathed into the deepest reaches of our lungs. All sorts of problems are associated with smoke inhalation. These include runny nose, coughing, bronchitis, asthma, emphysema, pneumonia, cancer and even death. The black smoke from fires is harmful to our health and causes air pollution.

A burning tyre releases more than 100 different chemicals into the air when it is burned. Many of these chemicals can cause cancer and respiratory disease.

Did you know that the burning of any material is illegal?

For more information on burning contact Longford County Council.

Remember - the environment is in your hands.
**USEFUL TELEPHONE NUMBERS**

**COUNCIL HOUSING OFFICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Council</td>
<td>(043) 43409</td>
</tr>
<tr>
<td>Town Council</td>
<td>(043) 46474</td>
</tr>
<tr>
<td>Sanitary &amp; Environmental Services</td>
<td></td>
</tr>
<tr>
<td>(for litter warden, dog warden, illegal dumping, recycling, etc)</td>
<td>1850 434450</td>
</tr>
<tr>
<td>Citizen’s Information Service</td>
<td></td>
</tr>
<tr>
<td>Longford Shopping Centre</td>
<td>043 41069</td>
</tr>
<tr>
<td>Outreach Services - Monthly at Ballymahon, Lanesborough, Granard and Edgeworthstown</td>
<td></td>
</tr>
<tr>
<td>Money Advice &amp; Budgeting Service (MABS)</td>
<td>(043) 47705</td>
</tr>
<tr>
<td>1 Church St., Longford</td>
<td></td>
</tr>
<tr>
<td>St Vincent de Paul</td>
<td>043 46074</td>
</tr>
<tr>
<td>St. Vincent de Paul - Ozenam House, Chapel Street or contact The Thrift Shop, Dublin Street, Longford</td>
<td>043 41069</td>
</tr>
<tr>
<td>Free Legal Advice Centre</td>
<td>043 41069</td>
</tr>
<tr>
<td>Longford Shopping Centre</td>
<td></td>
</tr>
<tr>
<td>FÁS Market Sq., Longford</td>
<td>043 46820/48911</td>
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**LIBRARIES:**

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<tr>
<th>Location</th>
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<tbody>
<tr>
<td>Longford</td>
<td>(043) 41124</td>
</tr>
<tr>
<td>Granard</td>
<td>(043) 86164</td>
</tr>
<tr>
<td>Lanesboro</td>
<td>043 21366</td>
</tr>
<tr>
<td>Ballymahon</td>
<td>090 64 32326</td>
</tr>
<tr>
<td>Ballymahon - The Courthouse</td>
<td>090 64 32546</td>
</tr>
<tr>
<td>Edgeworthstown</td>
<td>043 71002</td>
</tr>
<tr>
<td>Longford Community Resources Ltd.</td>
<td>043 45555</td>
</tr>
<tr>
<td>Employment Development Information Centre (EDI) - Richmond Street</td>
<td>043 47515</td>
</tr>
<tr>
<td>Longford Jobs Club 11 Richmond Street</td>
<td>043 48084</td>
</tr>
<tr>
<td>County Enterprise Board Ballymahon Street, Longford</td>
<td>043 40968</td>
</tr>
<tr>
<td>Longford Society for the Prevention of Cruelty to Animals</td>
<td>043 47417</td>
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**EMERGENCY CONTACTS:**

**FIRE BRIGADES**

<table>
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<tr>
<th>Location</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>Longford</td>
<td>043 46200</td>
</tr>
<tr>
<td>(or dial 999 or 112)</td>
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</tr>
<tr>
<td>Edgeworthstown</td>
<td>043 71016</td>
</tr>
<tr>
<td>(in case of emergency)</td>
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</tr>
<tr>
<td>Granard</td>
<td>043 86529</td>
</tr>
<tr>
<td>Lanesboro</td>
<td>043 21366</td>
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<tr>
<td>Ballymahon</td>
<td>090 64 32326</td>
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**GARDAÍ**

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<thead>
<tr>
<th>Location</th>
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<tbody>
<tr>
<td>Longford</td>
<td>043 50570</td>
</tr>
<tr>
<td>(or dial 999 or 112)</td>
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<tr>
<td>Edgeworthstown</td>
<td>043 71002</td>
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<td>(in case of emergency)</td>
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<tr>
<td>Granard</td>
<td>043 87660</td>
</tr>
<tr>
<td>Lanesboro</td>
<td>043 21102</td>
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<tr>
<td>Ballymahon</td>
<td>090 64 32303</td>
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**AMBULANCE**

<table>
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<tr>
<th>Location</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>Mullingar Hospital</td>
<td>044 40221</td>
</tr>
<tr>
<td>E.S.B., Mullingar</td>
<td>044 48234</td>
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**CASUALTY**

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<th>Location</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Joseph’s Hospital, Longford</td>
<td>999 or 112</td>
</tr>
<tr>
<td>Mullingar General Hospital</td>
<td>999 or 112</td>
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**Samaritans**

<table>
<thead>
<tr>
<th>Phone Number</th>
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<tbody>
<tr>
<td>090 64 73133</td>
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**ESB Emergency**

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<tr>
<th>Phone Number</th>
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<tbody>
<tr>
<td>1850 372 999</td>
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**Childline**

<table>
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<tr>
<th>Phone Number</th>
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</thead>
<tbody>
<tr>
<td>1800 666 666</td>
</tr>
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