



**Comhairle Contae  
an Chabháin**  
Cavan  
County Council

# Anti-Social Behaviour Strategy 2022 – 2027

*Adopted by Cavan County Council 14 February 2022*



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## 1. INTRODUCTION

Cavan County Council (hereinafter called ‘the Council’) recognises the adverse and damaging effect anti-social behaviour can have on the quality of life of its tenants and the community as a whole. It can generate significant costs where there is vandalism to property and create difficulties in allocating accommodation. While the incidences of anti-social behaviour are low in properties managed and supported by the Council relative to the number of tenancies, such type of behaviour can impact negatively on social values in the community and create challenging living environments.

In general, a response to anti-social behaviour and public disorder, is a matter for An Garda Síochána, however the Council as a housing authority is required under Section 35 of the Housing (Miscellaneous Provisions) Act 2009 to draw up and adopt an anti-social behaviour strategy. The Council’s Strategy has now been reviewed to incorporate the necessary amendments to bring it into line with the legislative requirements in the Housing (Miscellaneous Provisions) Act 2014 and other relevant legislation.

The Strategy will apply to the following:

- Dwellings let to tenants under the Housing Acts 1966 as amended
- Dwellings that are the subject of Chapter 4 tenancy agreements (Rental Accommodation Scheme)
- Dwellings under the Social Housing Leasing Initiative in accordance with the Housing (Miscellaneous Provisions) Act 2009 (Long Term Leasing Scheme)
- Dwellings in which relevant purchasers reside i.e., tenant purchasers and their successors in title, incremental purchasers and their successors in title and apartment tenant purchasers and their successors in title, and
- Sites (within the meaning of the Section 1 of the Housing (Miscellaneous Provisions) Act, 1997 including Traveller Sites and Group Housing Schemes

Anti-Social Behaviour is often symptomatic of societal social issues such as alcohol or drug addiction or breakdown of family units which the Council cannot alone address. Therefore, the Council is committed to working in partnership with tenants and both statutory and non-statutory bodies agencies such as An Garda Síochána, the Health Services Executive, TÚSLA (Child and Family Agency), Probation Services, Department of Social Protection, Family Resource Centres, Cavan Traveller Movement, and local Development Companies to deal with and resolve anti-social behaviour complaints and associated issues.

Together with this a key objective of Cavan County Council’s Corporate Plan 2019 – 2024 is to strengthen our communities, to remove disadvantage and make them more resilient by not only supporting social inclusion but by supporting and empowering tenants of council estates to set up or engage in Residents Groups. This will be achieved through working in cooperation with the said agencies and stakeholders to develop a sense of ownership and pride of place to allow tenants/residents to live in safe and secure environments having regard to the need to avoid duplication of activities by the Council and such other persons in the performance of their respective functions.

## 2. **MISSION STATEMENT**

*To investigate all complaints fairly, impartially, and objectively, to provide a professional service to our customers/clients/tenants/residents who are victims of anti-social behaviour and to work towards the prevention and reduction of such behaviour to provide a safe and secure environment for our tenants.*

## 3. **POLICY STATEMENT**

The Council acknowledges that it has a responsibility to all its tenants to promote the peaceful occupation and enjoyment of all local authority properties. In this regard it is the policy of this Council to take proactive action to identify to prevent anti-social behaviour through the implementation of the adopted Strategy and where incidents persist to take timely and effective enforcement action to deal with the situation in any residential area where tenants are managed by Cavan County Council.

#### 4. DEFINITIONS

**Anti-Social Behaviour:** The Housing (Miscellaneous Provisions) Act, 2014 (Part 2 and amendment of Act of 1997) defines anti-social behaviour as:

“Anti-social Behaviour” includes either or both of the following, namely –

- (a) The manufacture, production, preparation, importation, exportation, sale, supply, possession for the purposes of sale or supply, or distribution of a controlled drug (within the meaning of the Misuse of Drugs Act 1977 – 2007)
- (b) Any behaviour which causes or is likely to cause any significant or persistent danger, injury, damage, alarm, loss or fear to any person, living, working or otherwise lawfully in or in the vicinity of a house provided by a housing authority under the Housing Acts 1966 – 2014 of Part V of the Planning and Development Act 2000 or a Housing Estate in which the house is situate and, without prejudice to the foregoing, includes: -
  - 1. Violence, threats, intimidation, coercion, harassment, or serious obstruction of any person,
  - 2. Behaviour which causes any significant or persistent impairment of a person’s use or enjoyment of his or her home, or
  - 3. Damage or defacement by writing or other marks of any property, including a person’s home

In addition to the above, acts of anti-social behaviour are outlined in Cavan County Councils’ Tenancy Agreement. (Appendix 1) Any breaches of the tenancy agreement can be dealt with under Part 2 of the Housing (Miscellaneous Provisions) Act, 2014.

Behaviour must for the purposes of the Act involve significant or persistent danger, injury, or damage to persons property etc. to persons. The definition does not include noise and nuisance or other activities, which would not normally be associated with the serious problems towards which the Act is targeted.

**The Complainant:** - The person making the complaint will be known as the complainant.

**The Respondent:** - The person against whom the complaint is made will be known as the respondent.

**Nuisance Behaviour:** - Behaviour causing or likely to cause harassment or distress to other persons which would, if continued diminish the quality of life of others. This includes drinking in public places, noise pollution, indiscriminate burning, litter pollution, illegal

dumping, abandonment of vehicles, trespass and dog/horse or another animal related nuisance.

**Racism:-** The United Nations Convention on the Elimination of all forms Racial Discrimination defines 'racial discrimination' as "any distinction, exclusion, restriction or preference based on race, colour, descent, or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of human rights and fundamental freedoms in the political, economic, social, cultural or any other field of public life"

**Vexatious Complaint:** - A vexatious complaint is one without substance or credibility. In deciding whether or not to investigate complaints, preliminary inquiries may be made to ensure that complaints are not vexatious and where possible, establish the reliability and creditability of complainant.

**Estate Management:** - as defined in Section 1 of the Housing (Miscellaneous Provisions) Act 1997 (as amended) it includes either or both of the following, namely –

- (a) The securing or promotion of the interests of any tenants, lessees, owners, or occupiers, whether individually or generally, in the enjoyment of any house, building or land provided by a housing authority, under the Housing Acts, 1966 – 2014 or Part V of the Planning and Development Act 2000
- (b) The avoidance, prevention, or abatement of anti-social behaviour in any housing estate which is situate a house provided by a housing authority under the Housing Acts 1966 – 2009 or Part V of the Planning and Development Act 2000.

**Multi-Agency Approach:** - Successful resolution of some incidents of anti-social behaviour will only be achievable using a multi-agency partnership approach to include an Gardaí, HSE and Túsla. Such approach is widely adopted in the day-to-day management and provision of housing, for the purposes of the Anti-Social Behaviour Strategy, the statutory agencies are as follows:

- An Garda Síochána
- Health Services Executive
- Probation Services
- Department of Education
- Department of Social Protection

The co-operation and co-ordination of services will improve the effectiveness of enforcement action in particular case of persistent anti-social behaviour and contribute to the successful resolution of anti-social problems in areas of concern.

**Reviewer:** - A reviewer is an officer not involved in the initial decision-making process in regard to a complaint.

**Working Day:** - A working day is Monday through Friday excluding public holidays.

## 5. LEGISLATIVE FRAMEWORK

Section 35 of the Housing (Miscellaneous Provisions) Act 2009 provides the legislative framework for the preparation and adoption by reserved function, an Anti-Social Behaviour Strategy for the prevention and reduction of anti-social behaviour in it housing stock.

Legislation relevant to the operation of the Anti-Social Behaviour Strategy include:

- Housing Act 1966 as amended
- Housing (Miscellaneous Provisions) Act 1997
- Housing (Miscellaneous Provisions) Act 2009
- Residential Tenancies Acts 2004 & 2015
- Housing (Miscellaneous Provisions) Act 2014

The Council will also have regard to the following legislation:

- Housing (Traveller Accommodation) Act 1998
- Freedom of Information Act 1997 – 2014
- Data Protection Acts 1998, 2003 & 2018
- Misuse of Drugs Act 1997 – 2007
- Planning and Development Act 2000
- Local Government Act 2001

Other relevant policies and legislation include:

- The Councils' Social Housing Allocation Scheme
- Homeless Action Plan
- Traveller Accommodation Plan
- The County Development Plan
- S37 Garda Siochana Act 2005 – the local authority in performing its functions takes steps to reduce crime disorder and anti-social behaviour
- Control of Dogs Act 1986
- Control of Horses By-laws 2014

Notwithstanding the fact that particular incidents can fall within both anti-social and criminal classifications it is important to note that the Councils' role is to pursue incidents through the anti-social provisions of the Housing Acts using the civil law and An Garda Siochana's role is to pursue incidents through criminal justice mechanisms. In addition, the Gardai have certain powers under the Criminal Justice Act 2006 in relation to anti-social behaviour.



## 6. **AIMS AND OBJECTIVES**

- To prevent and reduce anti-social behaviour within the Council's managed and supported properties
- To co-ordinate services within the council in dealing with, preventing, or reducing anti-social behaviour
- To promote co-operation with other persons/agencies in the performance of their respective functions in relation to preventing/reducing anti-social behaviour in order to avoid or reduce duplication of effort between the Council and the other persons/agencies in performing their functions.
- To promote the principles of good estate management on Council estates and the communities in which they are located

## 7. **STRATEGIES**

- 1) The council will develop a dedicated anti-social behaviour team within the housing section to deal with incidents of anti-social behaviour, with specifically trained staff working closely with Senior Housing Management and other Agencies as appropriate.
- 2) All complaints will be responded to within 7 working days (serious cases prioritised) and an investigation initiated within 10 working days.
- 3) To facilitate a quick and efficient response to complaints the Council will seek to introduce a modern computerised complaints system which will ensure that complaints are investigated to a high standard and provide statistical information in monitoring performance.
- 4) The conditions as set out in Section D of the Tenancy Agreement will be enforced with Tenancy Notifications and Tenancy Warnings issued as appropriate.
- 5) Where serious cases or anti-social cases have been identified the Council will make use of existing legislation and institute legal proceedings which may lead to eviction or excluding orders by way of eviction and excluding order proceedings. It is accepted that enforcement in serious cases can lead to the prevention of future anti-social behaviour within estates.
- 6) Pre tenancy training will continue to be provided which includes the provision of information on Tenancy Agreements, explains the consequences of breaching the terms of the agreement, the tenants' rights and obligations and outlines details of the Anti-Social Behaviour Policy.
- 7) The Team will liaise and provide statistical information on disadvantaged areas within the Council assist with new initiatives in promoting awareness of the principles of social inclusion to the Councils Community Section.

- 8) To continue to promote good estate management through effective communication with tenants and help Residents Groups in the management of their estates.
- 9) To work with other state and voluntary agencies to foster the principles of community development on Council estates, family support services etc.
- 10) Continued consideration of the Departments best practice design guidelines for 'Quality Housing for Sustainable Communities' which outline areas that should be considered during scheme design to ensure security and to help eliminate anti-social behaviour.

11) A Mediation Service will be provided for neighbour disputes

12) Failing to provide Information: *Refusal/Deferral of an Allocation on the Grounds of Failing to Provide Information*

The Council may refuse to make an allocation or will defer the making of an allocation to any housing applicant who fails to provide information requested by the Council relating to persons residing with or intended to reside with the applicant and which the Council considers necessary for the full consideration of the application. The applicant will be informed of the reasons for the refusal/deferral and this decision will be reviewed when the Council is satisfied that the relevant information has been disclosed.

13) Tenancy Allocation/Lettings: - *Refusal/Deferral of an Allocation on the Grounds of Anti-Social Behaviour*

The Council may refuse or defer an allocation to any housing applicant/transfer applicant where it considered the applicant/transfer applicant has been involved in anti-social behaviour. The refusal/deferral will include any person proposing to reside in the dwelling and each case will be considered on an individual basis. The applicant will be informed of the reasons for the refusal/deferral. See 18 below. The applicant will be fully informed of the reasons for the refusal/deferral and if the Council is satisfied that the applicant has desisted from such behaviour the decision will be reconsidered. The decision will be notified in writing and an appeal can be made in writing within 21 days to of the date of such decision. The appeal should state the reason for the appeal, and it will be considered within 1 month from date of receipt of the submission. An applicant can also apply in writing to have a decision reviewed after 12 months.

- *Refusal/Deferral of an Allocation on the Grounds of Good Estate Management*

The Council may refuse or defer an allocation to any housing/transfer applicant where it considers there is good reason for doing so on the grounds of good estate management. This will include any person proposing to reside in the dwelling and each case will be considered on an individual basis. The applicant will be informed of the reasons for the refusal/deferral. See 18 below. The applicant will be fully informed of the reasons for the refusal/deferral and if the Council is satisfied that the applicant has desisted from such behaviour the decision will be reconsidered.

The decision will be notified in writing and an appeal can be made in writing within 21 days of the date of such decision. The appeal should state the reason for the appeal and it will be considered within 1 month from date of receipt of the submission. An applicant can also apply in writing to have a decision reviewed after 12 months.

14) Sale of and Consent to Sale of Dwelling: - *Refusal to sell a house on the grounds of Anti-Social Behaviour*

The Council may refuse to sell or defer the sale of a dwelling if it considers the person has been involved in Anti-social Behaviour. This will include any person proposing to reside in the dwelling and each case will be considered on an individual basis. This decision may be reconsidered if the Council is satisfied that the person has desisted from such behaviour and sufficient time has elapsed to substantiate this. The person will be fully informed of the reasons for the refusal/deferral. See 18 below. The Council may also refuse consent to the sale/purchase of a dwelling if it considers that the intended purchaser is or has been engaged in Anti-social Behaviour. A person/tenant applying to purchase, a tenant purchaser and/or his successor in title applying for consent to sell a dwelling and an applicant for consent to purchase a dwelling whose application has been refused/deferred will have the right to appeal the decision in writing within 21 days of the date of such decision. The appeal should state the reason for the appeal, and it will be considered within 1 month from date of receipt of the submission. An applicant can also apply in writing to have a decision reviewed after 12 months.

- *Refusal to sell a house on the grounds of Grounds of Good Estate Management*

The Council may refuse to sell a dwelling to a person/tenant where it considers there is good reason for doing so on the grounds of good estate management and will also refuse consent to the sale/purchase of a dwelling on the same grounds. The person/tenant purchaser and the intended purchaser will be informed of the council's decision. A person/tenant applying to purchase, a tenant purchaser applying for consent to sell a dwelling and an applicant for consent to purchase a dwelling whose application has been deferred/refused will have the right to appeal the decision in writing within 21 days of the date of such decision. The applicant can apply in writing on an annual basis to have the decision to refuse his/her application reviewed.

15) Illegal Occupation of Dwellings (Squatters): The council will take a proactive approach to dealing with squatting situations including commencing legal proceedings for those who refuse to leave and/or seeking the assistance of the Gardaí to direct such persons to leave or face arrest and prosecution who are engaged in anti-social behaviour.

16) Use all available resources including CCTV where resources, locations and/or funding opportunities permit to assist with enforcement and reduction of antisocial behaviour if needs be.

17) Staff will be provided with the necessary training including best practice in prevention and reduction of anti-social behaviour, dealing with complaints, and getting files ready for Court.

18) *Anti-Social Behaviour checks: All household members of applicants for social housing support and applications to purchase*

The Council will request an anti-social background check from An Garda Síochána or other 'specified person' (Criminal Assets Bureau, Minister for Social Protection, HSE or Approved Housing Body) as necessary under Section 15 of the Housing (Miscellaneous Provisions) Act, 1997. Strict procedures are in place to request, record, store and retrieve and secure this information. It will be used only for the purposes of the Housing Acts, 1966 – 2014.

A decision to refuse or defer the application will be made with consideration to the Council's Policy, the history of offending number and seriousness of offences, remorse, rehabilitation, and evidence of addressing problems, suitability, and capability of managing a tenancy, and estate management issues. In the interest of fairness and consistency a deferral matrix as set out in Appendix 2 will be used to assist in the making of the decision.

Each case is treated on an individual basis and the applicant/purchaser may be asked to attend for formal interview. An appeal to a decision to defer/refuse can be submitted in writing to the Administrative Officer (Appeals Officer) within 21 days.

Examples of good practice in estate management and sustainable communities regarding the allocation of dwellings include, avoiding allocating too many members of the same family in the same estate, to avoid previously evicted applicants in the same estate from where they had originally lived and being mindful of social integration in allocations of dwellings with a view to encouraging sustainable communities.

## 8. COMPLAINTS

The Council will investigate all valid complaints of anti-social behaviour in a fair, impartial and objective manner.

### Who can make a Complaint?

- Any person who believes he is a victim of anti-social behaviour should contact the housing section to make a complaint or do so through their public representative
- Complaints will also be accepted from recognised associations within a particular housing development
- Anonymous complaints will be investigated only in exceptional circumstances where there is corroboration from other agencies and at the discretion of the housing section.

### How to make a complaint

Complaints will be accepted in writing or by telephone as follows:

By Post marked 'Private and Confidential'  
Housing Section,  
Courthouse,  
Farnham Centre,  
Farnham Street,  
Cavan H12 R6V2

By Phone  
049 4378300

By Email to [housing@cavancoco.ie](mailto:housing@cavancoco.ie) on the prescribed form available on [www.cavancoco.ie](http://www.cavancoco.ie)  
(The Council is not responsible for the security of information on the internet and advised more traditional methods for making of complaints)

### Information to be provided regarding a Complaint

Completion of a Complaints Form – **Appendix 1**

If received by telephone, staff member will record the following:

Complainant (person making the complaint):

Name and address

Contact Telephone Number

The nature of the complaint

Name and address of alleged respondent (person against whom the complaint is made)

Date, location, and time of the alleged incident(s)

Whether the alleged incident(s) have been reported to the Gardai

Any other relevant information

### Complaints that will not be accepted or investigated:

- Individual anonymous complaints
- Complaints against unidentified persons

### Confidentiality

The Council will make every effort to protect the identity of the complainant. The Council will work under premise that a complainant requires that complaints are dealt with in complete confidentiality unless the complainant specifies otherwise in writing. An

investigation will not proceed if the nature of the complaint is likely to compromise the identity of the complainant unless written authorisation is received to do so.

The Council will fully comply with the provisions of the Data Protection legislation and the Freedom of Information Act 1997 – 2014. Information provided by persons complaining of anti-social behaviour is protected under Section 32 and Section 35.

### **Classification of the Complaint**

Complaints are classified to ensure that the correct response measure is applied as follows:

#### ***Category A***

##### Drug Activity

- The manufacture, production, preparation, importation, exportation, sale, supply, possession for the purposes of sale or supply, or distribution of a controlled drug (within the meaning of the Misuse of Drugs Act 1977 – 2007).

#### ***Category B***

Non-drug related criminal activity – violence/intimidation/harassment/racism/illegal occupiers/public order

- Any behaviour which causes or likely to cause any significant or persistent danger, injury, damage, loss or fear to any living person living, working or otherwise lawfully in or in the vicinity of a house provided by the Housing Authority under the Housing Acts 1966 – 2014, or a housing estate in which the house is situate and without prejudice to the foregoing includes violence, threats, intimidation, coercion, harassment or serious obstruction of any persons.

#### ***Category C***

Breaches of those terms within the tenancy agreement that do not fall within Category A and B above. Examples would be animal nuisance/noise/disturbance/physical condition of the property etc.

Within each of these three categories, priority will be allocated based on the seriousness and impact of the incidents.

Some complaints in Category C may not in fact constitute ‘anti-social behaviour’ under the definition but the behaviour complained of may nonetheless constitute a breach of the tenancy agreement by the tenant. Those cases will only be dealt with if deemed appropriate.

### **Complaints exempt from Investigation**

- Cases involving serious crime will be immediately referred to An Garda Síochána
- Allegations of Child Abuse or Neglect will be referred to Túsla and/or An Garda Síochána

- Cases of Domestic Violence do not come within the scope of the definition of anti-social behaviour. The Domestic Violence Act 2001 is the appropriate legislation for such cases.
- Noise & Control of Dogs – excessive barking that causes a nuisance is deemed as an offence and the complainant should make an application to the District Court under the Control of Dogs Act.
- Noise other than animals – if the complainant believes that there is unreasonable noise emitting for a dwelling and a resolution cannot be agreed between the parties the complainant can make an application to the District Court for a Noise Abatement Order under Section 108 of the Environmental Protection Act, 1992.
- Erratic Driving within an estate should be referred to An Garda Síochána

### **Investigating the Complaint**

All valid complaints will be referred to a Tenant Liaison Officer who will prioritise the nature of the complaint and if necessary, initiate an investigation within 15 days. Allegations relating to drug or criminal activity will be given the highest priority. In order to obtain objective and verifiable evidence and determine action required an investigation may include all or some of the following depending on the seriousness of the complaint.

- Review of the Tenant File
- Interview tenant: if additional information is required a TLO will arrange a meeting at a suitable time and date. A written record of events/complaints is preferred, particularly if the issue in question is persistent. Juveniles will not be interviewed unless the case warrants and with the permission of the guardian/parent who must be present
- Interview any witnesses
- Site visit
- Take photographs
- Obtain CCTV footage if applicable
- Seek reports from other statutory agencies in accordance with Section 15 of the Housing (Miscellaneous Provisions) Act, 1997 as amended
- Case conference, this may be warranted inviting all relevant stakeholders to examine the issue fully
- Consult with other tenants/residents and established residents' committees to verify details regarding complaints as well as verifying evidence of the effects of anti-social behaviour on the whole community
- Seek legal advice
- Interview the Respondent – the Council will request the respondent and other household members as required to attend an interview. They will be advised that they may be accompanied by a friend or other representative (the friend/representative will be required to give their name and address and will be advised that they must not interfere with the interview process in any way). All allegations will be presented to the respondent who will be given the opportunity to reply. Any responses will be fully investigated and considered, as appropriate.
- The respondent will be informed of the possible consequences should the complaint be verified.

- In serious cases the respondent will be interviewed at the Council offices. The Council will make every effort to facilitate persons with disabilities and will ensure appropriate adults/interpreters are present if required. The respondent will be advised of his/her rights and notes of interview will be offered for signature. A respondent who refuses to attend for interview or fails to respond to the Council's questions or investigation or obstructs or impedes the Council's investigation shall be deemed to be uncooperative and the Council can draw such an inference.
- Any person who fails to respond to an investigation can have a complaint upheld against them. If the Tenant Liaison Officer has reasonable grounds for believing the respondent is involved in anti-social behaviour or has breached a tenancy agreement the matter will be dealt with in any (or all) of the ways outlined in next Section.



## 9. **CASE DIRECTION**

Once a relevant complaint has been received and investigated one or more of the following actions will be implemented as appropriate

### **No Further Action**

If the Council has reasonable grounds for believing that the complaint is unfounded or malicious then no further action will be taken against the respondent.

### **Advice Offered**

Advice is usually offered when both parties are seen to be in the wrong and the complaint is of a trivial nature. This can also be used if complaints involve young children who are under the age of criminal responsibility, and it is more appropriate to offer advice and referral to the appropriate agencies.

### **Referral to Tenancy Sustainment Service/Túsla/HSE**

Some cases involve families with complex welfare needs, mental health issues, addiction problems, domestic violence, with clear needs for supports and assistance. These cases may be referred to the Council's Tenancy Sustainment Service or to another statutory body for appropriate help and advice. The Section also makes referrals to NGOs and AHBs regarding specialised help and supports.

### **Referral to other Agencies such as Gardai, Túsla, Health Service Executive**

Serious complaints will be immediately referred to An Garda Síochána and Túsla. Such complaints would usually involve drug dealing from dwellings and child protection issues. The Council will implement the Child Protection Policy where child welfare/protection comes to attention and if staff are in any doubt they will refer.

### **Dispute Resolution - Mediation**

Mediation will be made available to assist with disputes between neighbours. This has proven successful in the past and is available for willing participants.

### **Verbal Warning**

Usually reserved for instances of first offences of a trivial nature

### **Formal Agreements/Acceptable Behaviour Contracts**

Whereby an agreement is reached between the Council and the respondent that all behaviour will cease

### **First Breach of Tenancy Letter**

This is usually reserved for minor breaches of the tenancy agreement, where it has been established that a breach has occurred. Any previous verbal warnings issued to the respondent should be referenced in this letter. A tenant can be issued numerous Breach of Tenancy letters.

### **Tenancy Notification Letter**

If the alleged breach of tenancy agreements persists, a Tenancy Notification Letter will be issued giving the tenant prior notice that he/she (or a member of the household) is breaching the Tenancy Agreement and is advising that legal action may be instigated

against if the behaviour persists. The respondent may be requested to attend a formal interview with the Council's Housing Section Officers, again at this stage.

### **In-House Case Conference**

In-house case conferences are held regularly to discuss options in relation to cases. It is attended by staff and management from the Housing Section. Where deemed necessary, representatives of other agencies may be invited. Each case is discussed in detail and a collective decision made which may include the following:

- No further action
- Await investigation by other agencies
- Refer back to Housing Section for further enquiries
- Apply for Excluding Order
- Statutory Tenancy Warning Letter under 2014 Act
- Other recommendation deemed suitable

### **Case Conference with Respondent**

A case conference can be held with the respondent also. The relevant officers will attend, and the respondent may bring somebody with them to act as support. This individual will not be allowed to interfere with the process of the conference at any given time. The purpose of this type of the conference is to facilitate all issues being raised, to find a workable solution and to formulate a plan for the modification of the behaviour.

### **Tenancy Warning**

If the behaviour persists a Statutory Tenancy Warning Letter will be served. It is a letter served on a tenant(s) or a member of the household pursuant to Section 7 and Section 9 of the Housing (Miscellaneous Provisions) Act 2014. Section 7 provides for anti-social behaviour and Section 9 for breach of the tenancy agreement. A Tenancy Warning informs the tenant(s) that the Council is of the opinion that he/she or a member of the household has been involved in anti-social behaviour and has breached the Tenancy Agreement. The document specifies the terms that have been breached and advises what actions should be taken in order to avoid the risk of the Council initiating legal action to take possession of the property.

**Review:** The tenant has a right to seek a review of the decision to issue a Tenancy Warning if he does not accept that he has breached the Tenancy Agreement. The review request must be in writing and outline (a) the grounds upon which the tenant disputes the basis for the Tenancy Warning and (b) state whether the tenant or a member of his household wishes to make oral representations as part of the review.

On receipt of a valid review request, the Chief Executive or his nominee will appoint as the Reviewer of this Tenancy Warning, a Council officer or employee who was not involved in the decision to issue this Tenancy Warning and who is senior in rank to the officer or employee who decided to issue the Warning.

The review request should be made within 10 working days of the issue of the warning. The Chief Executive Officer may extend this time by a maximum of 10 Or more working days due to extenuating circumstances as prescribed in legislation. The Reviewer should

conclude the review within 20 working days or 30 working days if the review involved meeting with the tenant.

### **Excluding Order**

In cases where the substantiated complaint is having a significant or persistent detrimental effect on the quality of life in the locality of the dwelling, an Excluding Order can be sought. Such an Order is a targeted approach normally aimed at a member of the respondent's household; however, it can also be aimed at a person directly related to the tenant at the dwelling or a visitor to the dwelling. This approach avoids the possible eviction of an entire household. An Excluding Order can also prohibit a respondent from causing or attempting to cause any intimidation, coercion, harassment, or obstruction of, threat to, or interference with the tenant or other occupant of the dwelling concerned. It cannot be made against a person who is under twelve years of age. If an Excluding Order is decided as the appropriate course of action, the tenant/relevant purchaser will be advised in writing to apply to the District Court for such an order in the first instance.

If the tenant/relevant purchaser, through violence, threat or fear will not apply for an Excluding Order, the Council may apply for such an order after consultation with the tenant/relevant purchaser.

### ***Protocols governing applications for Excluding Orders***

- a) The decision will emanate from an inhouse Case Conference
- b) It will be in the interest of good estate management
- c) Due process will be followed
- d) All procedures will be fair and impartial, and the respondent will be given the opportunity to make submissions in writing appealing a decision.
- e) A Chief Executive Order will authorise the proceedings.
- f) An Garda Siochana will be consulted.
- g) The procedure will be in accordance with S 3 Housing (Miscellaneous Provisions) Act 1997 as amended.
- h) The tenant(s)/relevant purchaser will be consulted in writing.
- i) The respondent will be consulted in writing.
- j) An Garda Siochana, council officials and in some cases, relevant witnesses will give evidence.
- k) The respondent will have an opportunity to cross examine witnesses
- l) Duplication of effort by other agencies will be avoided i.e., if subject to an ASBO by An Garda Siochana then Excluding Orders will not apply except in exceptional circumstances.
- m) The Order will be for three years except in cases of less significance
- n) The Order will be for the dwelling and the estate and any other relevant dwelling and estate, as the Council deems necessary, in accordance with the law.
- o) The case will be monitored regularly at in-house case conference level and in any event on an annual basis.
- p) The Council can apply to vary the order at any time.
- q) Any breaches of the Order will be referred to An Garda Siochana for enforcement
- r) Tenancy Agreements will be amended in due course to make it a serious breach of the tenancy agreement if any person facilitates a breach of an Excluding Order.

- s) These procedures will also apply to Chapter 4 tenancies and the landlord will be notified in writing of any application with a minimum 14 days' notice in accordance with S25 Housing (Miscellaneous Provisions) Act 2009.

### **Applying for Repossession**

If a breach of tenancy is not dealt with by the respondent, even after a Tenancy Warning, the Council may apply to the District Court for a possession order to enable it to repossess the dwelling under Section 12 of the Housing (Miscellaneous Provisions) Act 2014. The District Court may order the ending of the tenancy or, in the case of anti-social behaviour, may instead order the exclusion of a member of the household from the tenancy.

A Tenancy Warning is designed to prevent and prohibit anti-social behaviour; however, in serious cases housing authorities can bypass this process and proceed directly to the Courts to recover possession of a dwelling involved in anti-social behaviour.

### ***Protocols governing applications for Possession to District Court/Termination of Tenancies***

- a) The decision will emanate from an in-house case conference.
- b) Due process will always be followed.
- c) The decision to seek to terminate the tenancy will be in the interests of good estate management and for serious and/or persistent breaches of tenancy.
- d) Except in urgent serious cases and in accordance with 12(3)(b) Housing (Miscellaneous Provisions) Act 2014, the tenant(s) will already have been issued with a Tenancy Warning and will have been given the opportunity to make submissions and to appeal the decision being considered.
- e) A Chief Executive Order will authorise the making of a Possession Application to the District Court or the termination of tenancy
- f) A Possession Order if granted by the Court will specify the commencement date for the period during which the Council has the right to recover possession of the property.
- g) An Garda Siochana will be consulted.
- h) The tenancy is terminated on the date that the Council recovers possession under the Order in accordance with the Housing (Miscellaneous Provisions) Act 2014. However, where possession is sought under alternative legislation, termination of tenancy will be by service of Notice to Quit.
- i) All notices will be served on the tenant(s) in accordance with the Housing (Miscellaneous Provisions) Act 2014.
- j) A written record of investigated complaints will be used in legal proceedings and members of An Garda Siochana and council officials will give evidence in accordance with Section 21 of the Housing (Miscellaneous Provisions) Act 1997.
- k) The respondents will have an opportunity to cross examine witnesses.
- l) Termination of tenancies to which the Residential Tenancies Act 2004 applies will be by way of Notice of Termination by the Landlord in accordance with Section 34 of the Act.

### **Taking possession of the Dwelling – *Protocols governing referral to the Sheriff and Eviction***

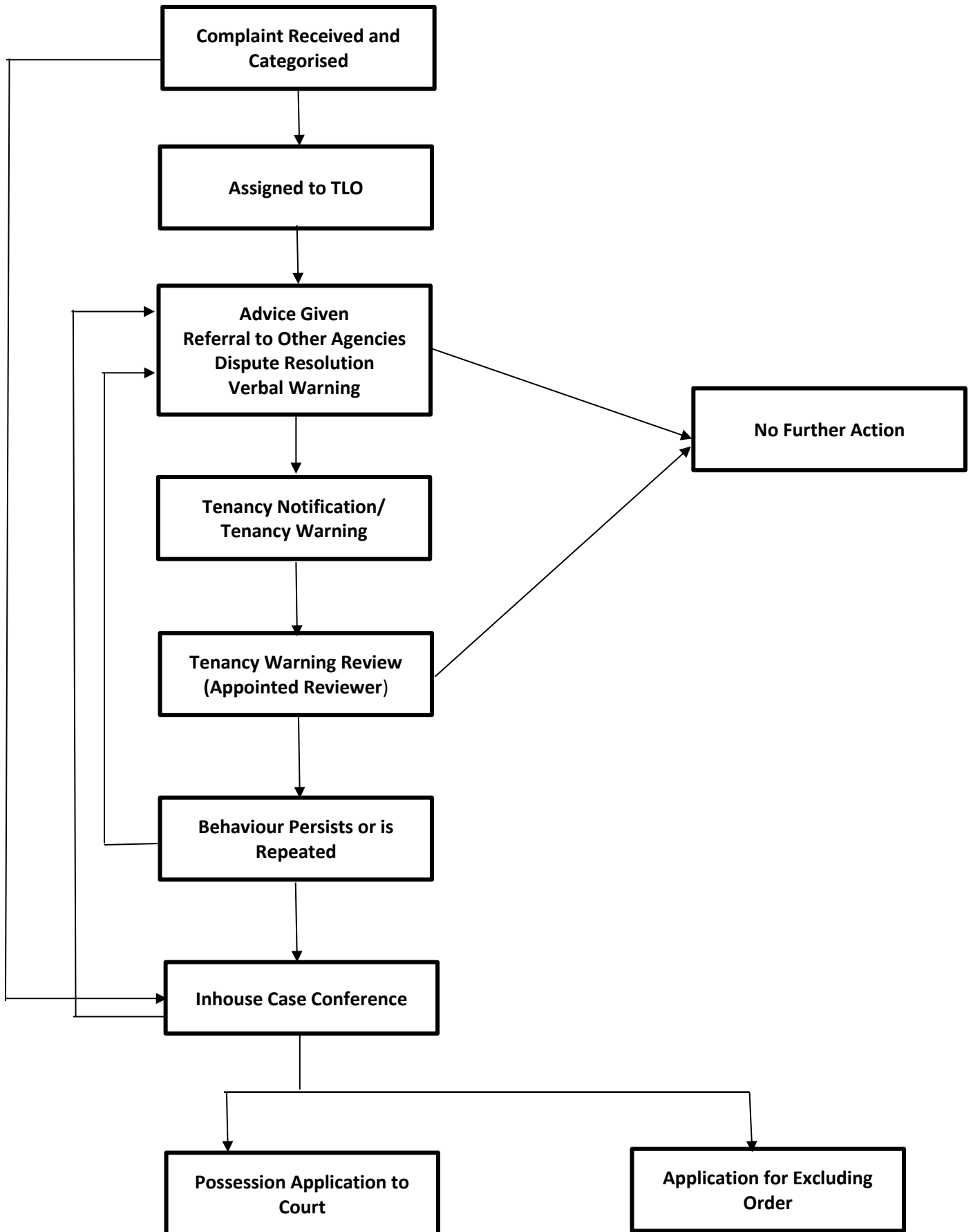
- a) Once the Council obtains a Possession Order a pre-eviction inhouse case conference will be arranged.
- b) A decision will be made at this inhouse case conference to consider if the eviction will be carried out.
- c) Consideration will be given to ongoing complaints, the seriousness of the history, the effect on the community and other relevant factors.
- d) If the decision is to evict then the matter will be referred to the County Sheriff following authorisation by Order of the Chief Executive.
- e) A media statement may be prepared.
- f) Where appropriate, the HSE, Túsla and/or An Garda Síochána will be consulted.
- g) The Council's homeless services will be consulted.
- h) The Administrative Officer/Authorised Person will organise the eviction and liaise with the Sheriff and An Garda Síochána.
- i) The necessary members of the Housing team will attend the eviction.
- j) A risk assessment will be conducted, and protective clothing will be available if required.
- k) Following the eviction, the dwelling will be immediately boarded up.

### **Transfer requests on Grounds of Anti-Social Behaviour**

Requests to transfer on the grounds of anti-social behaviour will be considered only in exceptional cases whereby it has been established that there is a serious threat to life or a threat of serious damage to property. The behaviour has to be significant and persistent, and any relocation has to be in the interests of good estate management. These cases are rare. The following conditions will apply:

- The request will be investigated by the anti-social behaviour team
- Corroboration from An Garda Síochána supporting the move will be sought.
- The Tenant Liaison Officer will make a recommendation to the Administrative Officer
- If the request is refused the applicant will be notified in writing with leave to appeal.

## CASE DIRECTION



## 10. HEALTH and SAFETY OF STAFF

Cavan County Council will not tolerate any assault, threat, intimidation, obstruction, harassment, or interference with its employees who are involved in the implementation of this strategy.

Measures will be kept in place to reduce the possibility of this happening and to provide appropriate support for staff who have been victims of such activities including the following:

- Staff will be trained to recognise potentially aggressive and violent situations and to remove themselves from the situation
- Staff will be provided with appropriate equipment to enable them to call for help if necessary e.g mobile phones, lone working devices
- Staff will carry out a dynamic or planned risk assessment as required.
- Interview rooms and offices used by housing staff meeting members of the public will be fit for purpose and have a separate means of egress
- Staff will maintain a written record of the date, time and location of planned visits to locations outside of the authority's offices for the purposes of investigating anti-social behaviour. This record will be accessible by other members of staff who may need to check their location for security purposes
- The Council will ensure that appropriate medical and counselling facilities are available, if required to staff who have been victims of verbal, physical aggression, or assault in the course of their work
- The assistance of An Garda Síochána will be called upon if required

Furthermore the Council will seek to institute legal proceedings against any person engaged in an assault, threat, intimidation, obstruction, harassment, or interference with its employees in implementation of this Strategy under Section 18 of the Housing (Miscellaneous Provisions) Act 1997 as amended by Section 19(11) of the 2014 Act which creates a specific offence of intimidation against housing authority officials or employees, or any members of their families or households or any person who provides or is to provide evidence in any proceedings under the Act or Part 2 of the 2014 Act, the penalty being a Class A fine or 12 months imprisonment or both.

## 11. APPEALS

Cavan County Council is committed to providing a quality service to its tenants and the public. The Housing Section will continue to advise members of the public and its tenants of significant changes in legislation or in the Council's policies in dealing with Anti-Social Behaviour.

All complaints received will be dealt with in accordance with the procedures and investigation process by the Anti-Social Behaviour team and in a consistent, impartial, transparent, and confidential manner. A nominated officer of at least Administrative Officer grade will have the responsibility of arbitrating with tenants/relevant purchasers and all customers if they are not satisfied with the results of any investigation or by the work and procedures of the team.

Any complaints/appeals against any of the above should be addressed for the personal attention of:

**Administrative Officer,  
Housing Section,  
Cavan County Council,  
Courthouse,  
Farnham Street,  
Cavan H12 R6V2.  
Tel: 049 4378300**

The Council's complaints and appeals procedures do not affect a person's right to have a complaint reviewed by the Office of the Ombudsman.

Any person who is dissatisfied with the way a complaint, application for housing or appeal has been handled by the Council can refer it to the Office of the Ombudsman at:

Office of the Ombudsman  
18 Lower Leeson Street  
Dublin 2

Tel: 01 639 5600

Fax: 01 639 5674

Email: [ombudsman@ombudsman.ie](mailto:ombudsman@ombudsman.ie)



# Appendix 1 – Cavan County Council Tenancy Agreement

## Cavan County Council – Comhairle Contae an Chabháin

### HOUSING ACTS 1966 – 2014

#### TENANCY AGREEMENT

(Cavan County Council Owned Property)

**Customer No:**

**THIS AGREEMENT** made the        day of        2019 **BETWEEN CAVAN COUNTY COUNCIL**, with offices at the Courthouse, Farnham Street, Cavan, H12 R6V2 (hereinafter called “The Council”) of the one part and        (hereinafter called “The Tenant”) of the second part.

In this agreement, every word importing the singular shall, unless the contrary intention appears be construed as if it is also imported the plural, and every word importing the plural shall, unless the contrary intention appears to be construed as it is it also imported the singular.

In this agreement, every word importing the masculine gender shall, unless the contrary intention appears, be construed as if it also imported the female gender.

#### **WITNESSETH**

1. The Council hereby lets and the Tenant hereby takes **ALL AND SINGULAR** the dwelling and garden or plot of ground attached thereto, situate at  
for one week, from the **day of**        **2019**, at the weekly rent of **€**        and **cents** exclusive of rates or such other increased or diminished sum as shall be determined by the Council, and so on from week to week until the tenancy shall be terminated by either party giving to the other one month’s previous notice in writing to take effect on a gale day (i.e. day the rent is due).

The first rent payment of **€**        and **cents** equivalent to one month’s rent to be paid in advance is due on the        day of        2019 i.e. the day on which the Agreement is signed and the Tenant takes possession of the keys.

The weekly rent thereafter shall be paid in advance promptly and regularly every week on **Monday** of each week.

#### **SECTION A        RENT**

2. The weekly rent payable by the Tenant is the weekly rent now determined, and to

be determined, on variation from time to time as required, for the economic circumstances of the Tenants' household, in accordance with the Council's scheme of differential renting set forth in the Council's Differential Rent Scheme. The Council is free to abandon its Differential Rent Scheme at anytime, but it shall give the Tenant one month's written notice from any gale day of its intention to abandon the scheme, and of the rent it proposes to charge for the dwelling thenceforward, and from the said gale day the weekly rent of the dwelling payable by the Tenant shall be the rent so stated in the said Notice.

3. In addition to the rent as determined under Paragraph 2 above, the Tenant shall be liable for any charges set by the Council or other person or Body for services to the said dwelling which may be paid weekly in addition to the Differential rent.
4. The sum for rent and any charges for services determined in accordance with Paragraphs 2 and 3 shall be paid by the Tenant on the due dates.
5. The Tenant shall immediately notify the Council of any change in
  - a. The tenant's income
  - b. The income of any member of the tenant's household
  - c. The number of persons residing in the dwelling together with their ages, sex, occupation, condition of health and PPS Numbers

and shall furnish to the Council full and detailed particulars of the revised income together with all proofs which they may require in respect of any statement made by him and on his own behalf and that of every other member of the household living with him. The tenant authorises and gives authority to the Council to seek and receive any information, which the Council may require from their employers or from any other source. The Tenant shall from time to time, whenever so requested, furnish to the Council information on any matter relating to the income, wages, salary, pension, concurrent contracts of employment, work, means of livelihood, expenses and commitments of himself/herself or any member of his family living with him.

6. The term income in this Agreement shall include in addition to the basic wage or salary of the Tenant and each member of his family all payments for overtime, perquisites and bonuses paid or allowed to the Tenant and each member of his family.
7. The Tenant who is in receipt of certain social welfare payments shall pay the rent through the Household Budget Scheme. Where the Tenant is in receipt of, or

becomes entitled to, a benefit from which deductions can be made under the Household Budget Scheme (pursuant to Section 290A of the Social Welfare Consolidation Act, 2005 are made or such amending legislation), the Tenant hereby agrees and covenants with the Council that, for the purpose of payment of the Rent due to the Council, the Tenant shall, in accordance with the said legislation (Section 290A of the Social Welfare Consolidation Act 2005 and the Social Welfare (consolidated Claims, Payments and Control) Amendment (No.11) (budgeting in relation to Social Welfare payments) Regulations 2013 (or such amending legislation), duly apply for the deduction and payment of a sum of money from the relevant benefit and the payment of that deducted sum to the Council. In the event of the Tenant making an application for said deduction in order to cease payment via the household budget scheme, the Tenant will need to make an application for discontinuance pursuant to the Regulations and in the event of the Tenant making a successful application, the Rent shall thereafter be payable directly to the Council.

8. A Tenant not in receipt of certain social welfare payments, shall agree with the Council, on the day of signing the Agreement, the manner in which rent payments will be made and such shall not be changed without prior written permission of the Council.
9. In the event of the Tenant failing or neglecting to furnish the Council with any information required, or failing to give any proof or authority required or give false, misleading or incomplete information or proofs or failing to notify the Council of any change in his income or income of any member of his family residing with him, he shall immediately become liable and be deemed to have become liable to pay the revised differential rent or such rent other than the differential rent as shall be fixed by the Council at its discretion from the date next following the date upon which such change of circumstances, failure or neglect occurred notwithstanding that such change of circumstances might not if disclosed make him liable for such rent other than the differential rent so fixed.

In the event of non-disclosure by the Tenant, no receipt or acknowledgement given to the Tenant by any officer of the Council in respect of the differential rent shall operate to prevent the Council from recovering as arrears all rent due at a rate other than the differential rent and the Council shall not be required to serve any notice on the Tenant with respect of the aforesaid matters.

10. The Council may at anytime at its absolute discretion by one week's notice in

writing, vary the differential rent in any manner or restore the full rent without stating the grounds thereof.

## **SECTION B                    OCCUPANCY OF DWELLING**

11. The Tenant shall reside in and occupy the dwelling throughout the duration of the tenancy and shall not without the prior written consent of the Council cease to reside therein for a period or periods in the aggregate exceeding six weeks in any period of fifty-two weeks and shall use the dwelling as a private dwelling house and residence for himself and his family and for no other purpose.
12. The Tenant may with the consent of the Council exchange his tenancy of the dwelling for the tenancy of another dwelling provided by the Council.
13. On the death of a tenant, the succession rights to the Tenancy by a member of the tenant's household will be governed by the conditions and requirements of the Council's Scheme of Letting Priorities at that time.
14. The Tenant shall not assign, sub-divide or part with the possession of the dwelling, or any part thereof, or make any letting thereof in con-acre or for adjustment, or without the prior written consent of the Council, sub-let the dwelling or any part thereof or allow any part of such dwelling to be occupied by a lodger.
15. The dwelling or plot or any part thereof, or any building or structure on the site shall not be used as a shop, workshop or factory or for any purpose whatever other than as a dwelling house and no goods of any description shall be sold therefrom or displayed for sale.
16. No trading signs of any description shall be erected, displayed or posted on or about the dwelling without the prior written consent of the Council.

## **SECTION C                    MAINTENANCE OF DWELLING**

17. The Tenant shall not execute any additions, alterations, improvements or other works in or in relation to, the dwelling hereby let and shall not remove any internal walls or partitions or cause any wilful damage to the dwelling or dwelling or any part thereof, and shall not erect on the dwelling any garage, shed, out-office or any other building including walls or fences without prior permission in writing from the Council. All such constructions, erections etc., shall become Landlord fixtures, that is to say that they shall become the property of the Council and are not removable by the tenant at the termination of the tenancy not is any compensation

allowable in respect thereof.

18. The tenant shall be responsible for all internal decorations and for any breakage of glass in the porch, windows and doors, and any damage to the fixtures, fittings or structure of the dwelling including the sanitary fittings and for the proper maintenance of fences of the garden or plot and shall cause to be made good any damage or breakage without delay and where such works, damage or breakage is carried out or repaired by the Council, shall pay the cost of such works to the Council.
19. The Tenant shall be responsible for the cost of remedying blockages of any drain or sewer caused by the act or neglect of the Tenant or by any Member of the Tenant's household or by the Tenant's visitors.
20. The Tenant shall be responsible for the cost of remedying any damages arising from reasons other than fair wear and tear to wiring and electrical fittings or to the central heating system including the back boiler, radiators, oil/gas burner, tank and supply line.
21. The Tenant shall be responsible for regularly checking the smoke alarms in the house and ensuring that they are in perfect working order.
22. The Tenant shall be responsible for regular cleaning of chimneys and maintaining an adequate level of water in the roof tanks.
23. The Tenant shall be responsible for any works listed as Tenant responsibility in the Tenants Handbook issued to the Tenant on signing this Tenancy Agreement or any revised version of the Handbook issued, following signing.
24. The Tenant shall during his tenancy, keep the dwelling hereby let and every part thereof in a clean, proper and sanitary state and shall not allow any refuse, nuisance or offensive matter accumulate on any portion thereof. He shall keep the plot free from weeds and otherwise properly maintain and keep the gardens in a clean and tidy condition. He shall not plant any trees or shrubs which shall be or become injurious to the dwelling or to any adjacent property or allotment or cut down any trees without the permission of the Council. He shall keep every hedge forming part of the plot properly cut and trimmed. He shall be responsible for the ongoing maintenance of any garden shed which may be provided.
25. The Tenant shall manage all household refuse arising in a manner that will not

cause litter, vermin or environmental pollution. The Tenant shall make use of a covered bin or covered bins and shall not place any rubbish, scrap or other nuisance in or about the dwelling or over the boundary fence but only in the said bin or bins for removal. In the event of refuse, scrap or other offensive material being stored on the dwelling, the Council shall, without prejudice to any other remedy, be entitled to enter the dwelling and remove and dispose of such refuse, scrap or offensive material and the Tenant will be liable for any costs that may be incurred by the Council. The Tenant shall ensure that all waste is regularly collected by an 'authorised' waste collector for recycling/disposal or shall dispose of same at an 'authorised' facility. It is the responsibility of the Tenant to ensure that the waste collector holds a valid waste collection permit as provided for under Section 32 of the Waste Management Acts 1996, as amended. Receipts shall be maintained for all waste transactions and be available for inspection as required. The Tenant shall ensure that no waste is burned, or otherwise illegally disposed of, within the dwelling or gardens attached to the dwelling.

26. The Tenant shall ensure that there is no collection, treatment including burning or storage of any scrap, waste oil, carts, or motor vehicles which are broken down, or being used for spares either for the Tenant's own personal use or as a business venture or by any person acting with his permission on or in the vicinity of the dwelling.
27. No refuse including grease and cooking oil in solid or liquid form shall be placed, deposited or disposed of into any drain, gully trap, sink or other sanitary fittings. Any damage causing blockage or resulting in the incurring of expense consequent on such placing, depositing or emptying of such refuse, grease or cooking oil shall be made good immediately by the Tenant to the satisfaction of the Council at the expense of the Tenant.
28. The Tenant shall be responsible for the proper maintenance, improvement or replacement of all boundaries to the dwelling including walls fences or banks forming part thereof. The Tenant shall not trespass on any adjoining dwelling or allow trespass on his own dwelling.
29. The Tenant shall not paint the exterior of the dwelling or apply any exterior finish such as render without first obtaining the written consent of the Council.
30. The Tenant shall not be at liberty to erect any aerial or satellite dish or hang or place any fixtures on the exterior of the dwelling without the written consent of the

Council.

31. The Tenant shall pay and discharge all charges in respect of telephone, electricity, gas and heating used or consumed in the dwelling and any environmental or other charges normally payable by householders to local or public authorities.

32. (a) Tenants or members of their household are not permitted to keep any farm livestock including horses, poultry, pigs, exotic species or other animals on the dwelling unless, subject to paragraph (c) below, there is written permission from the Council.

(b) Subject to paragraph (c) below, **one** domestic pet is allowed per dwelling unless, also subject to paragraph (c) below, there is written permission from the Council. Any such animal must be kept in accordance with relevant legislation. Any dog allowed/permitted under this paragraph must be licensed and kept in accordance with current legislation.

(c) Tenants or members of their household are not permitted to keep any restricted breeds of dogs (or strains and crosses of them), as defined under the Control of Dogs Act, 1986, the Control of Dogs Regulations, 1998, and subsequent amending regulations or acts.

(d) Where, an Officer of the Council has reason to suspect, that any domestic pet which is allowed under paragraph (b) above or any other domestic pet(s) / animal(s) which is/are permitted under paragraphs (a) or (b) above is/are (a) causing a nuisance, or (b) not under adequate control, or (c) posing a danger to persons or property, permission to keep such domestic pet(s) or animal(s) on the property may be revoked.

33. The Safety, Health and Welfare at Work (Construction) Regulations 2013 have placed duties upon all clients who intend to carry out construction work on domestic dwellings. These duties also apply to Council Tenants who undertake construction work at their residence. It is important to note that construction work at your residence may involve the maintenance and repair of your residence for which you are responsible as outlined in your Tenancy Agreement/Tenant's Handbook and this may require compliance with the regulations.

Where such works are not being carried out personally by the Tenant, the regulations require the appointment of competent contractors and may, depending

on circumstances carry other liabilities and/or responsibilities. Compliance is the responsibility of the Tenant. Further information on the regulations is available from the HSA at 1890 289 389 or [www.hsa.ie](http://www.hsa.ie).

Failure to comply with the requirements of the regulations will be viewed as a breach of the Tenancy Agreement and will be subject to the appropriate remedies which may include termination of tenancy and/or action to recover any losses arising.

## **SECTION D CONDUCT OF TENANTS / ANTI-SOCIAL BEHAVIOUR**

34. The Tenant, any member of his household, or any subtenant or visitor, shall not engage in any form of antisocial behaviour as defined in the Housing (Miscellaneous Provisions) Act 1997 as amended, or cause any nuisance or be guilty of or permit any conduct likely to cause annoyance or disturbance to any other tenants, members of their households, visitors, neighbours, the Council including its employees and contractors or any other member of the general public living or working in the vicinity of the Dwelling.

For the purpose of this Agreement the phrase “nuisance, annoyance or disturbance” shall include the use by the Tenant of the dwelling for the commission of a criminal offence and without prejudice to the generality of this expression shall include all or any of the following:-

- (i) harassment;
- (ii) violence or threats of violence against the person or property;
- (iii) threats, intimidation, abuse or harassment of any kind or any act or omission causing disturbance, discomfort or inconvenience;
- (iv) obstructions of any of the common areas, doorways and other exits and entrances in the block and in the estate;
- (v) making an unreasonably loud noise by shouting, screaming, playing any musical instruments or sound reproduction equipment (including television, radio and hi-fi) or using other machinery of any kind so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the dwelling between the hours of 11.00 p.m. and 7.30 a.m.
- (vi) any act or omission which creates a danger to the well-being of any neighbour or to his belongings;
- (vii) the unlawful possession, cultivation, use and or supply of a controlled substance within the meaning of the Drugs Act, 1977 as amended.



- (viii) using or allowing the dwelling to be used for prostitution and or for keeping dealing in or the illegal use of any controlled drugs and or for keeping unlicensed firearms
- (ix) using the property for the handling or storage of stolen property
- (x) any nuisance or annoyance caused by pets including barking or fouling;
- (xi) the use of quad bikes, mechanically propelled scooters and mini-bikes on council lands, and,
- (xii) the dumping of household refuse or other items on council lands.

35. The Tenant must not, at any time, invite or allow to remain on any part of the dwelling or garden, any persons against whom an Excluding Order under Section 3(2) of the Housing (Miscellaneous Provisions) Act, 1997 or an Interim Order under Section 4 of the said Act, obtained on the application of a housing authority, is in force in respect of the dwelling concerned, to enter the property.

36. A Tenant evicted for a breach of Clause No. 34 or 35 or part of it or any other clause will be deemed for the purpose of re-housing to have deliberately rendered himself homeless within the meaning of Section 11 (2)(b) of the Housing Act, 1988 and may not be provided with another home by the Council until such time as the Council is satisfied that the evicted Tenant and his family are capable of living and are agreeable to live in the community without causing a further breach of this condition or any other condition of this agreement.

37. The Tenant of a flat or apartment dwelling within a complex of multiple dwellings shall not keep or store, or permit to be kept or stored, any gasoline or other flammable liquid in the flat or apartment dwelling, the staircase, landing or any part of the building.

38. The Tenant shall not traverse or park or allow to be parked any car or other vehicle on a green area or public amenity. The Council reserves the right to remove and have impounded any offending vehicles at the Tenant's expense.

39. The Tenant must not use the parking area (if any) of the dwelling for any purpose except for the parking of roadworthy and properly licensed motor vehicles in private use.

40. The Tenant must not park commercial vehicles at or in the vicinity of the dwelling without the prior written consent of the Council.

41. The Tenant shall not permit any caravan, mobile home or trailer to be parked within the curtilage of the dwelling or on any part of the housing estate where the dwelling is located without the prior written consent of the Council. Any permissible caravan to be solely used by the Tenant as a touring caravan and shall not be used for permanent accommodation purposes.
42. The Tenant shall allow authorised officials and agents of the Council, including contractors to enter and inspect at all reasonable times for the purposes of inspecting the condition of the dwelling and for the purpose of carrying out necessary repairs or other works to the dwelling or adjoining property.
43. The Tenant is obliged to participate in tenancy training when deemed necessary by the Council and to co-operate with the Council in the formulation of estate management initiatives.

#### **SECTION E TERMINATION OF TENANCY / EVICTION / ABANDONMENT OF DWELLING**

44. The tenancy may be terminated at any time on the giving of four week's notice by the Tenant or the Council. The Tenant will be required to complete a Tenancy Termination Form.
45. The Tenant shall, on the termination of the tenancy, peaceably and quietly deliver up possession of the whole of the dwelling to the Council.
46. At the expiration of the tenancy the dwelling shall be delivered back to the Council in the same condition as it was at the beginning of the term, fair wear and tear excepted. This obligation extends to removing all furniture, personal possessions and rubbish. Failure to do so will result in the Council seeking compensation, through court action if necessary.
47. In the event that the Tenancy is terminated by Notice to Quit, the tenant shall pay the Council mesne profits from the date of expiration of the Notice to Quit to the date on which possession shall be delivered to the Council, such mesne profits to be calculated at the same weekly rate as the rent previously been paid immediately prior to the termination of the tenancy.
48. The Council shall have a right to re-enter upon and resume possession of the dwelling or any part thereof by its collector or any other person or persons authorised in this behalf by the Council, for breach, non-performance or non-observance of any of the provisions of the Tenancy Agreement. it is hereby

declared that upon the happening of any such breach the term or interest of the Tenant in the tenancy hereby created shall be deemed (without prejudice, however, to the Council's claim for rent until it obtains actual possession) to have thereupon ended within the meaning and for the purposes of Section 86 of the Landlord and Tenant Law Amendment, (Ireland) Act, 1860.

49. Where a dwelling is vacant following an eviction or is deemed to be abandoned within the meaning of Section 62 (2) of the Housing Act, 1966 as amended the Tenant shall be deemed to have abandoned all the Tenants property contained therein. The Council shall thereupon be under no liability or obligation to store or retain same and may dispose of such property as the Council deems fit without notice to the Tenant. In this context the Tenant's property shall be deemed to include all property within the dwelling, which is not the property of the Council.
50. A tenancy warning or other statutory notice associated with the tenancy may be served by the Council on the Tenant in any of the following ways:
- i. personally;
  - ii. by leaving the same with some person over sixteen years of age, resident or employed in the dwelling;
  - iii. by leaving the same at the dwelling whether such dwelling is occupied or not;
  - iv. by posting the same in a prepaid registered envelope addressed to the Tenant at his last known place of residence or by ordinary post where such registered envelope has been returned undelivered.
  - v. By any other method which may be prescribed.
51. It is hereby agreed by and between the parties hereto that the Council have the right to amend or delete at their discretion any of the foregoing provisions governing the tenancy hereby created and any such amendment or deletion shall have effect as if they had been incorporated in this Agreement in the first instance, on the notice in writing thereof being given to the tenant personally or by leaving it with some person over sixteen years of age resident or employed in the house or should the dwelling be unoccupied by posting a copy of the Notice on the door or other prominent portion thereof. The Council may also serve such notice by sending it by post in a prepaid registered envelope addressed to the tenant at the address at which he ordinarily resides or by ordinary post where such registered envelope has been returned undelivered.
52. Nothing in this Agreement is intended to confer any benefit or give any rights or remedies to any person who is not the Landlord or the Tenant for the time being.

## **SECTION F                    INSURANCE**

53. The Tenant is responsible for insuring the contents of the dwelling. The Tenant is advised that the Council's insurance policy does not, and cannot, cover the contents of the dwelling.

## **SECTION G                    DATA CONFIDENTIALITY**

54. The personal information (data) collected in accordance with paragraph 5 is for the purpose of determining the appropriate rent payable by the Tenant in respect of the Tenancy and any data collected is subject to Cavan County Council's privacy statement which can be found at <http://www.cavancoco.ie/privacy-statement.htm>.

**SECTION H                      CONTRACT DETAILS**

55. The said Tenant / joint Tenant(s) hereby jointly and severally covenant with the Council to pay the rent reserved and to perform and observe all the covenants and conditions herein before set out.

56. This tenancy is created in pursuance of and subject to the provisions of the housing acts 1966-2014 and the enactments incorporated therewith and amending same.

IN WITNESS WHEREOF the Council have hereunto affixed their Corporate Seal, and the tenant have hereunto set his hand the day and year first herein written.

**PRESENT** when the official Seal of the County Council of the County of Cavan was affixed hereto:

\_\_\_\_\_  
Chief Executive

\_\_\_\_\_  
Member

Cathaoirleach/Nominated

Signed by the said tenant/tenants  
\_\_\_\_\_

Tenant

\_\_\_\_\_

Joint Tenant(s)

In the presence of

**WITNESS:** \_\_\_\_\_  
Name of Officer  
Cavan County Council

**DATE:** \_\_\_\_\_

## Appendix 2: ANTI-SOCIAL BEHAVIOUR COMPLAINT FORM



### Anti-Social Behaviour Complaint Form

To be completed and returned to:  
 Housing Section, Cavan County Council, Courthouse,  
 Farnham Street, Cavan H12 RV6  
 Email: [housing@cavancoco.ie](mailto:housing@cavancoco.ie)

All information submitted on this form including the identity of the complainant will be treated in strict confidence and will not be disclosed to third parties

<b>Date of Incident:</b>		<b>Date Reported to Council:</b>	
<b>Your Name:</b>			
<b>Your Address:</b>			
<b>Your Contact No.:</b>			
<b>Your Gender:</b>			
<b>Your Nationality:</b>			
<b>Name of Person you are making complaint against</b>			
<b>Address of Person you are making complaint against</b>			
<b>Gender of person you are making complaint against</b>			
<b>Nationality of Person you are making complaint against</b>			
<b>Form of Complaint:</b>	<b>By Phone</b>	<b>In Writing</b>	<b>In Person</b>
<b>Details of Complaint (including times, dates, other witnesses – as detailed as possible)</b>			

<b>Location of Incident:</b>		
<b>Was the Incident reported to Gardai?</b>		<b>Name of Garda Station:</b>
<b>Date &amp; Time Reported At:</b>		<b>Name of Garda:</b>
<i>Please note that the Council may contact An Garda Síochána or other relevant agencies during the course of investigation of this complaint</i>		

I hereby declare that the foregoing information I have supplied to Cavan County Council is truthful and accurate.

**Signature of Complainant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### Appendix 3: ANTI-SOCIAL BEHAVIOUR MATRIX

The Council's ASB Matrix Scoring System is designed to guide and assist in the making of a fair and impartial determination based on the evidence available in relation to applicants and their households in relation to the deferral or refusal of a letting to a person pursuant to Section 14 of the Housing (Miscellaneous Provisions) Act, 2014.

<b>Seriousness of and number of Offences</b>	0 – 5 points
<b>Timeliness/Dates of offences</b>	0 – 5 points
<b>Absence of signs of Remorse/Rehabilitation</b>	0 – 5 points
<b>Total</b>	

**Lower than 8 points:** Deferral/refusal of letting will not normally arise  
**Score 8 points or higher:** Potential deferral/refusal. Further consideration of all the facts and circumstances of particular case is warranted. See Guidance document.

Decision:            Deferral/Refusal

Signed:             \_\_\_\_\_ Tenant Liaison Officer

Date:                \_\_\_\_\_