



**Northumberland**  
County Council

v2

**Houses in Multiple Occupation  
(HMO)  
Licensing Policy  
Housing Act 2004**

### **Extension of mandatory HMO licensing**

From 1 October 2018, mandatory licensing will no longer be limited to certain HMOs that are three or more storeys high, but will also include buildings with one or two storeys.

### **Definition of an HMO covered by mandatory licensing**

Part 2 of the 2004 Act provides for local housing authorities to license HMOs in their areas if they meet the definition of an HMO prescribed under section 55 of the 2004 Act. The Prescribed Description Order 2018 prescribes the types of buildings that will be subject to mandatory licensing. It revokes and replaces the 2006 order 6 which applies until that date.

## **1.0 Introduction**

**1.1** This Licensing Policy is provided to give guidance on the application of the mandatory Houses in Multiple Occupation (HMO) licensing scheme. The policy will assist in making fair, considered, consistent and transparent decisions that can be explained to clients and, if necessary, defended on appeal.

**1.2** This document comprises an Introduction (Section 1) and an explanation of the legal framework (Section 2), together with the actual Council Policies (Section 3).

**1.3** The policy sets out a range of standards and conditions. These have been considered and approved by Northumberland County Council, “the Council”, and have the authority of that approval.

## **2.0 Mandatory Licensing: The Legal Framework**

### **2.1 What is an HMO ?**

A house in multiple occupation (HMO) is any house or flat which is occupied by more than one household who share kitchen, bathroom or toilet facilities. If these facilities are for exclusive use but they are not self-contained with the living accommodation, the property will still count as an HMO. Converted buildings comprising self contained flats may also be HMOs if they do not meet the minimum standards of the 1991 Building Control Regulations, and at least one third of the flats are occupied under short tenancies. HMOs include bedsits, some shared houses, hostels and houses converted into flats.

A household is:

- families (including single people, couples and same sex couples)
- other relationships, such as fostering, carers and domestic staff.

The building must be occupied by more than one household:

- as their only or main residence
- as a refuge for people escaping domestic violence
- by students during term time
- for other purposes prescribed by the government.

## **2.2 Which HMOs are licensable?**

The owners of certain types of HMOs must apply to the Council to have their property licensed. HMO licensing will apply throughout Northumberland. The Council must maintain a register of licensed HMOs for the public to view.

An HMO must have a license if the following apply:

- it has five or more people in two or more households,
- and the occupants share (or lack) amenities such as bathrooms, toilets or cooking facilities.

The following properties are exempt:

- where the whole property is self-contained flats that meet 1991 Building Control Regulations
- where the basement is in commercial use and there are only two residential storeys above
- where it is owned or managed by a housing association, local authority, education (that has adopted an approved code of practice), police or health services.

The responsibility for licensing rests with the person having control of, or the person managing, the property. This is basically the owner, or the person who lets the property and collects the rent.

**2.3** Mandatory licensing excludes most self-contained flats from its scope. The exceptions to this will be where (a) it is a single flat above commercial premises or (b) where the flat itself is arranged on 3 storeys. In both cases it would have to be occupied by 5 persons or more living as more than one household.

**2.4** This guidance also indicates that all residential parts of the building will be subject to these provisions where the property as a whole is eligible for licensing.

**2.5** A license is to be granted where:

- The house is reasonably suitable for occupation having regard to amenity levels, available living space and general health and safety considerations
- Management arrangements are satisfactory. "Management arrangements" includes arrangements for monitoring and maintaining the property, ordering works, finance, and general manager competence.

- The licensee, manager and others involved in the running of the property are fit and proper persons. When deciding whether an individual is a fit and proper person the Council has to consider whether there is evidence that they have committed an offence of fraud, dishonesty, violence or drugs or an offence under Schedule 3 of the Sexual Offences Act 2003. The Council also has to consider whether there is evidence that they have practised discrimination on grounds of sex, colour, race, ethnic or national origins or disability in connection with any business, or evidence that they have contravened housing or landlord and tenant law.

**2.6** The Housing Act lays down mandatory license conditions relating to:

- provision of annual gas safety certificates
- safety of electrical appliances and furniture
- provision and maintenance of smoke alarms
- provision of written tenancy agreements

In addition the Council can impose its own discretionary conditions. It can also issue a license for a lesser period than the normal 5 years.

**2.7** The Council may charge for the costs incurred in carrying out its licensing functions. Any charge it levies must reflect the true costs it incurs in operating licensing.

**2.8** The Act gives Councils powers to serve notices and take action where there is no prospect of an HMO being licensed. In some circumstances Councils are under a laid down legal duty to act. Where circumstances require it, Councils must take over the management of an HMO, becoming responsible for running it, making necessary improvements, and collecting rents. In extreme cases the action can be extended to 5 years with the Council also having the power to grant tenancies. Other powers enable a Council to give a temporary exemption where a landlord is acting to make an HMO non- licensable.

**2.9** Councils can extend HMO licensing to bring in categories of HMO not covered by the current scheme. This extension of licensing could be done on a geographical basis or by HMO type.

**2.10** The Housing Act lays down a number of licensing-related offences and corresponding penalties, including:

- Operating an unlicensed HMO or allowing an HMO to be occupied by more persons

than a license allows: fine of up to £20,000

- Breach of a license condition: fine of up to £5,000
- Supplying incorrect information in a license application: fine of up to £5,000.

In addition, a landlord who operates an unlicensed HMO can be made the subject of a Rent Repayment Order (RRO) by a Residential Property tribunal. An RRO requires the repayment of rent received by the landlord over a period of up to 12 months.

**2.11** As part of a general revision of housing standards legislation the existing Housing Fitness Standard is replaced by a Housing Health and Safety Rating System (HHSRS), which involves a risk assessment of the effect of housing conditions on the health of occupiers. The HHSRS involves the assessment of 29 potential hazards and scoring their severity to decide whether improvements are needed. If more serious “Category 1” hazards are found the Council has a duty to require the owner to take appropriate action. If less serious “Category 2” hazards are found, the Council is obliged to take appropriate action as provided for within its enforcement policies. Councils are required to assess licensable HMOs to ensure that there are no Part 1 (HHSRS) functions that ought to be exercised by them. This has to be done within five years of a license being issued. The HHSRS applies to all housing regardless of type or tenure.

### **3.0 HMO Licensing: Policies**

#### **3.1 Property Standards**

3.1.1 In approving a license the Council will determine whether the HMO is suitable for occupation by the number of persons stated in the application form. If the arrangements are unsatisfactory, then a license can be approved for a lesser number, or a license imposed requiring that specified works be carried out.

3.1.2 The prescribed statutory standards to be considered when determining suitability for occupation by a stated number of persons include those for bathrooms, showers, WCs, wash hand basins, cooking facilities, and living space. Any decision made by the Council will be on the basis of current prescribed statutory standards and the Council’s own amenity standards as described in the Appendices of the Policy.

#### **3.2 Fit and Proper Person**

3.2.1 The Council shall assess whether the applicant and any manager and any person associated with them or formerly associated with them are fit and proper people to own or manage an HMO.

A person will be considered fit and proper if the Council is satisfied that:

- (i) they have no unspent convictions relating to offences involving fraud, dishonesty, violence or drugs, or sexual offences
- (ii) they have not practised unlawful discrimination on grounds of sex, colour, race, religious faith, ethnic or national origins or disability in, or in connection with, the carrying on of any business
- (iii) they have no unspent convictions relating to housing or landlord and tenant law
- (iv) they have not been refused an HMO license, been convicted of breaching the conditions of a license or have acted otherwise than in accordance with the approved code of practice under S233 of the Act within the last five years
- (v) they have not been in control of a property subject to an HMO Control Order an Interim Management Order (IMO) or Final Management Order (FMO) or work in default carried out by a local authority within the preceding five years
- (vi) they have not been subject to legal proceedings by a local authority for breaches of planning, compulsory purchase, environmental protection legislation or other relevant legislation
- (vii) there is no evidence of any offence referred to in (iii), (iv) or (vi) above having been committed within the previous five years.

3.2.2 An unspent conviction or other failure is not necessarily automatic grounds for refusing a license; other circumstances (e.g. training undertaken by the landlord or subsequent co-operation with the local authority) will be taken into account. Equally, the legislation refers to evidence of an offence; it is not necessary when refusing to accept someone as a fit and proper person to demonstrate that a conviction has been obtained.

3.2.3 Where there is evidence of a problem, we will invite applicants to submit an explanation

of their actions. The applicant will be required to account for the failure to comply with legislation, and satisfy the Council that this will not recur.

3.2.4 The decision to accept them as being a fit and proper person will be taken on the basis of:

- The severity of the breach
- The number of breaches
- The time which has elapsed since the last breach and their conduct since it occurred
- The relevance of the breach to the management of HMOs and their occupation
- The evidence that the applicant has accepted the need to conduct his business in accordance with the appropriate standards (including whether there have been satisfactory arrangements made for the repayment of debts associated with statutory responsibilities)
- The training received since the breach occurred.

### **3.3 Management Arrangements**

**3.3.1** We will expect the licensee to have satisfactory arrangements and funding in place for the management of the HMO (for further information see the Appendices to the Policy).

The Council require that the management arrangements include:

- a system for tenants to report defects, including in emergencies
- arrangements for periodic inspections to identify where repair or maintenance is needed including annual inspections of any gas system
- arrangements to respond to defects reported by tenants and found during periodic inspections
- a protocol for dealing with anti-social behaviour occurring within the HMO by tenants or their visitors
- where the license holder is a managing agent, the clear delegation of authority to make decisions (including those related to expenditure) on all matters concerning the health, safety and wellbeing of occupiers and good management.

3.3.2 We will expect the licensee to have arrangements in place for ensuring that employees, contractors and others having occasion to visit the HMO in connection with its management and/or maintenance are fit and proper persons for the functions they carry out.

3.3.3 License applicants will be required to declare as part of the application that proper funding arrangements for the HMO exist. We will want to be satisfied that adequate financial resources to maintain the HMO are available. We will carry out sample verification checking of declarations. It will have regard amongst other things to outstanding debts for work in default and charges for statutory notices, County Court judgements, and outstanding debts for Council Tax, Housing Benefit and services. If necessary, Credit Reference checks will be made.

3.3.4 Where there are indications that the applicant will have insufficient funding or authority to manage the property, we will seek further clarification. Where satisfactory assurances cannot be provided then there is a duty to refuse the application.

### **3.4 Applications**

3.4.1 We will encourage landlords to apply for licenses using a variety of methods including:

- Publicising the HMO licensing provisions
- Sending letters and reminders to landlords (when contact details are known)
- Providing paper and electronic application forms
- Sending letters warning of prosecution and the application of rent repayment orders.

3.4.2 The Council's application form for an HMO license will be available on request by phone and also on the council website.

A valid application for an HMO license comprises:

must be accompanied by two sets of plans of the premises with all room sizes clearly marked showing: -

- floor plans of each level providing the following information: -
  - (i) the layout and use of all rooms with details of all cooking/sanitary/washing facilities provided therein;
  - ii) the location of heat/smoke alarms or a smoke/heat detection system; and
  - iii) the location of half-hour self-closing fire doors.

- A current Electrical Certificate indicating the electrical installation and any appliances provided by the landlord have been examined by a competent person and that the appliances are functioning properly and are safe;
- A current Gas Safety Certificate, where there are gas appliances in the premises, provided by a Gas Safe registered installer (required on a 12 month basis);
- A Fire Risk Assessment as described Appendix 2;
- A current Tenancy Management Agreement as described in Appendix 3;
- A current energy efficiency certificate,
- A current Building Insurance Certificate; and
- Contact [public.protection@northumberland.gov.uk](mailto:public.protection@northumberland.gov.uk) for payment details.

3.4.3 All the information presented on the application form will be subject to verification processes as required. This will take the form of site inspection, interdepartmental liaison, sample verification and (where there are indications of a misleading application) detailed examination of all information given. Some of this may take place after the application has been approved.

### **3.5 License Duration and Fees**

3.5.1 An HMO license will normally run for a period of 5 years from the date of approval. We may, however, issue a license for such lesser period as we consider appropriate, having regard to any management deficiencies, the need for works to be carried out to put the house into a satisfactory condition, or concerns as to the Fit and Proper Person status of the relevant person(s). Before so acting we will discuss our concerns with the HMO license applicant.

3.5.2 Where a shorter license is granted, subject to satisfactory performance, a further license will be issued. The duration of the first and second license periods will be for five years in total. No additional fee will be required for the second license.

3.5.3 Fees have been set to cover the Council's costs of licensing HMOs. The scale of fees has been designed to recognise and promote good practice in HMO management.

The fee shall be **£105.00** per dwelling unit i.e. bed sit or flat; plus an overall 15% administration fee. The fee shall be increased in the following circumstances:

- by 20% when an incomplete or invalid application is submitted
- by 20% when no fee or an incorrect fee is submitted

### **3.6 License Conditions**

3.6.1 An HMO license will specify the maximum number of occupants who may occupy an HMO. The occupancy number will depend on the number and size of rooms and the kitchen and bathroom facilities. The Council will base its decision on current statutory prescribed standards.

3.6.2 We shall always apply license conditions requiring:

- production of a gas safety certificate obtained within the local authority's year on an annual basis
- that electrical appliances be maintained in a safe condition and supply on demand to the Council an inspection and test certificate to that effect
- keep furniture made available by the license holder in a safe condition and supply on demand to the Council a declaration to that effect
- ensure that smoke alarms are installed and to keep them in proper working order and supply on demand to the Council a declaration as to the condition and positioning of such alarms
- the attainment and maintenance of proper standards of management and maintenance of facilities and equipment (see the Appendices to the Policy).
- require compliance with statutory Management Regulations within either 3 months of them coming into effect or of the date of issue of the license as appropriate.

3.6.3 We will normally apply license conditions requiring:

- to provide copies of reports of fire detection, alarm system and emergency lighting annually, and that six monthly fire assessments are carried out by the landlord or a competent person acting for the landlord (see Appendix 2)
- as part of the landlord's tenancy management duties, he or she must ensure that tenants comply with the terms of their lease and conduct themselves in a way that does not interfere with the rights of neighbouring residents to enjoy peaceful occupation of their homes therefore the council will expect a landlord to have procedures in place with dealing with anti-social behaviour from tenants (See Appendix 3)
- compliance with bench mark amenity standards (See Appendix One)
- that the license document licensee or manager's name, address and telephone number be displayed in a common area of the property

- a copy of a valid gas safety certificate be displayed in the common parts
- that the HMO manager attend and complete an approved training course in HMO management practice.

Other conditions will be laid down as appropriate.

3.6.5 Northumberland County Council may specify conditions restricting occupation of parts of the house on the grounds of lack of amenities or usable space as appropriate

### **3.7 Temporary Exemption Notices (TENs)**

3.7.1 The Council may grant a TEN where:

(i) the owner of a licensable HMO states in writing that he/she is acting to make it non-licensable; and

(ii) the Council is satisfied that it will be non-licensable within 3 months of the date of receiving the written notice

3.7.2 In deciding whether to grant a TEN, we will have regard to the proposals for the property, any planning considerations and arrangements for meeting the needs of occupiers including those likely to be displaced.

3.7.4 We will only grant a second TEN in exceptional and unforeseen circumstances, at the discretion of the Head of Public Protection or his designated officer.

### **3.8 Rent Repayment Orders**

3.8.1 Where we are satisfied that a landlord has operated a licensable HMO without the benefit of a License and the rent is paid as Housing Benefit, we will usually apply to the Residential Property Tribunal for a Rent Repayment Order (this decision is to be made by the Head of Public Protection in consultation with the Head of Legal Services). We will advise tenants of their rights, which may include that of applying for a Rent Repayment Order in respect of non-Housing Benefit rental payments.

## APPENDIX 1: BENCHMARK STANDARDS

### 1.1 Room Size and Occupancy Level.

Properties must not be overcrowded. In the following benchmarks all persons living in the premises are to be included, e.g. owner or manager, where no separate exclusive facilities are provided.

#### 1.11 Bedrooms

There should be sufficient provision for sleeping having regard to the numbers likely to be accommodated in the dwelling. Bedrooms should be large enough to be useable for sleeping. The following standards will be applied.

The following table specifies the minimum floor area for occupancy of a bedroom.

Minimum sleeping room sizes	
6.51 m <sup>2</sup>	One person over 10 years of age
10.22 m <sup>2</sup>	For two persons 10 years
4.64 m <sup>2</sup>	For one child under the age of 10 years

The following table specifies the maximum number of people allowable in a property with respect to the total number of bedrooms. Living rooms and kitchens are not bedrooms for the purpose of these standards. No one shall share a bedroom unless they are a couple, both aged under ten or both aged under twenty-one and of the same sex.

Room Standard	
Number of Bedrooms	Max. Number of People
1	2
2	4
3	6

4	7
5 or more	2 for each room

### 1.12 Living rooms and kitchens

The officers will apply the following minimum standards (m<sup>2</sup>) when considering the suitability of the space size of living rooms & kitchens.

Number of residents	1	2	3	4	5	6	7
<b>Living room in a dwelling with a dining kitchen</b>							
Recommended	11	12	13	14	15	16	17
Minimum	11	12	13	14	15	16	17
<b>Living room in a dwelling with a galley kitchen</b>							
Recommended	13	14	15	16	17.5	18.5	19.5
Minimum	13	14	15	16	17.5	18.5	19.5
<b>Dining kitchen</b>							
Recommended	8	9	10	11	12	13	14
Minimum	8	9	10	11	12	13	14
<b>Galley kitchen</b>							
Recommended	5.5	6.5	6.5	7	8	8	9
Minimum	5.5	5.5	5.5	7	7	7	9

## **1.2 Kitchens**

The following specifications are required to be met:

- a) Storage facilities must be provided at a minimum capacity equivalent to a standard 500mm wall cabinet per person. A 500mm base unit will be suitable for 2 people and storage below sinks do not count.
- b) A refrigerator with a minimum capacity of 150 litres should be provided for 5 people. Additional capacity at 20 litres per person should be provided for each extra person.
- c) Preparation surfaces should be provided in a ratio of 1 1/2m per 5 people, part of which must be adjacent to the cooking facilities. Adjacent walls must be provided with a non-porous finish.
- d) Adequate arrangements for the cooking and preparation of food on the basis of 1 cooker for every 5 people. Each housing unit must contain a cooker with rings, grill and oven, or alternatively, a cooker with 4 rings, grill and oven in a common kitchen.
- e) Sinks – one for every 5 people. Sinks to have integral drainers.
- f) Electrical Sockets must be sufficient to facilitate the use of each fixed appliance plus two double sockets outlets.

## **1.3 Sanitary Facilities**

1.3.1 Where all or some of the units of living accommodation do not contain bathing and toilet facilities for the exclusive use of each individual household then:

There should be:

- a) 1 suitably located WC for every 5 persons (these should be located so that if they are not on the same level as the bedrooms, they are no further than the next floor up or down). A WC compartment entered externally will not be considered as being suitably located.
  - Every toilet compartment should have a wash hand basin, or a wash hand basin placed within an adjacent space providing the sole means of access to the toilet.

- b) There should be 1 bath or shower for every 5 people. If the property is likely to be occupied by children then a bath must be available. These facilities must be
- Readily accessible
  - Situated in a proper room
  - Provided with adequate supplies of hot and cold water and waste drainage
  - Provide adequate ventilation and electric lighting
  - The adjacent/surrounding walls must be non-porous and easily cleanable.
- c) There should be 1 wash hand basin for every 5 people and they may be situated in a bath/shower room or WC compartment
- d) All wash hand basins, baths and showers must have adequate supplies of hot and cold water and waste drainage.
- e) All bathroom/WCs shall be of an adequate size and layout.
- f) The bathroom/WC shall be provided with adequate spatial heating.

1.3.2 In addition to the above every unit of living accommodation must contain a wash hand basin with appropriate splash back, and supplied with an adequate supply of hot and cold water. The only exception shall be where installation is not reasonably practicable due to the size and layout of the dwelling unit.

## **1.4 Drainage**

The building should be provided with a safe and hygienic drainage system in compliance with the relevant British or European Standards.

## **1.5 Layout**

Every bedroom should be located so that it is not necessary to pass through another bedroom in order to reach a bathroom, WC compartment, or circulation space.

## **1.6 Underground Room**

Any underground room, the floor of which is more than 900mm below the surface of an adjoining street or the street nearest to the room, shall not be used as a bedroom unless the average ceiling height is more than 2100mm and adequate provision is made, to the satisfaction of the Council, for ventilation, lighting and protection against dampness.

## 1.7 Space Heating

Each bedroom and living room should have a fixed space heating appliance or be served by a central heating system, which may include any system of warm air or under floor heating, capable of maintaining a temperature of 18°C when the outside temperature is –1°C.

**Liquid Petroleum Gas (LPG):** LPG-type room heaters are prohibited.

The following conditions apply dependant upon the type of space heating:

### **Solid Fuel**

- a) A solid fuel appliance used as space heating should be approved by the Licensing Authority.
- b) An annual inspection/cleaning of chimneys/flues should be carried out and a certificate provided stating that the system is functioning properly.
- c) A solid fuel appliance should have a permanent supply of air either direct to the open air or to an adjoining space (including a sub-floor space) that is itself permanently ventilated direct to the open air. Air supply provided as follows will satisfy the requirement:
  - i. traditional open flued fire: 50% of the cross-sectional area of the throat or the flue as appropriate; or
  - ii. any other solid fuel appliance: a permanent air entry opening or openings with a total free area of 550mm<sup>2</sup> for each kW of combustion appliance rated output over 5kW.

### **Oil-Fired**

- a) An oil fired appliance, other than a room-sealed appliance, should have a permanent supply of air for combustion, either direct to the open air or to an adjoining space (including a sub-floor space) which is itself permanently ventilated direct to the open air. Compliance with Section 4 of BS 5410: Part I: 1997 will satisfy this requirement.
- b) An oil-fired appliance installed in a confined space should have a permanent supply of air for cooling in addition to air for combustion, either direct to the open air or to an adjoining space (including a sub-floor space). Compliance with clause 4.4.3 of BS 5410: Part I: 1997 will satisfy

this requirement.

## **Gas-Fired**

a) A gas-fired appliance should have an adequate supply of air for combustion.

Compliance with the following British Standards will satisfy this requirement:

i. for a decorative fuel-effect gas appliance, BS 5871: Part 3: 1991;

ii. for an inset live fuel-effect gas appliance, BS 5871: Part 2: 1991;

iii. for any other gas-fired appliance, BS 5440: Part 2: 1989.

b) A gas-fired appliance installed in a confined space should have an adequate supply of air for cooling in addition to air for combustion. Compliance with BS 5440: Part 2: 1989 will satisfy this requirement.

c) Annual certification that installed gas systems have been examined by a qualified person (Gas Safe registered), that they are functioning properly, and ventilation is adequate, should be provided.

## **Extract Fans**

Where an extract fan is fitted in the same room (or in an adjoining room) as an open-flued combustion appliance, a spillage test should be carried out to ensure the combustion appliance is operating safely. Testing to the following guidance will satisfy this requirement:

a) For a solid fuel appliance, BRE Information Paper IP 7/94; (NOTE: An extract fan should not be fitted in the same room as an open-flued solid fuel appliance).

b) For an oil-fired appliance, clause 4.4.7 of BS 5410: Part 1: 1997 and OFTEC Technical Information Note TI/112.

c) For a gas-fired appliance, clause 4.3.2.3 of BS 5440: Part 1: 1990.

## **1.8 Lighting and Ventilation**

### **Natural Lighting**

Every bedroom and living room should have a window or windows of an aggregate glazed area equal to at least 1/15th of the floor area of the apartment and situated in an external wall or roof, or in a wall between the room and a conservatory.

## **Ventilation**

Every bedroom and living room should have a window or windows with an opening area equal to at least 1/30th of the floor area of the apartment and situated in an external wall or roof, or in a wall between the room and a conservatory. Kitchens, bathrooms, and WCs should either have natural ventilation (with a window or windows with an opening equal to at least 1/30th of the floor area) or adequate mechanical ventilation.

## **Artificial Lighting**

There should be an electric lighting system providing at least one lighting point to every circulation space, bedroom, living room, kitchen, bathroom, WC compartment and other space having a floor area of 2m<sup>2</sup> or more. Any lighting point serving a stair within an HMO should have controlling switches at each storey.

## **1.9 Electrical Safety**

At least once every 3 years, certification should be provided that the installed system and any appliances provided by the landlord have been examined by a competent person, are functioning properly and are safe. Such certification requires to be submitted before the license can be granted.

There should be a minimum of:

- in each kitchen, 6 socket outlets;
- in each bedroom and living room, 4 socket outlets; and
- anywhere in the building, 4 additional socket outlets.

## **1.10 Clothes Drying**

Suitable arrangements, internally or externally, should be provided for drying clothes, bedding, etc.

## **1.11 External**

The property must be maintained in good external decorative repair All gardens, yards and paved areas must be kept in good order and tidy condition

### **1.12 Refuse Storage**

A suitable wheeled bin must be available for use to ensure the proper disposal of domestic refuse. A larger capacity wheeled bin is available from the Council for households of 5 or more occupants.

All licenses issued after 1 of October 2018 will need to include a condition requiring the compliance with the council's storage and waste disposal scheme (if one exists). A license holder's failure to comply with the scheme is a breach of the license and a criminal offence.

### **1.13 Fixtures and Fittings**

All furniture and other domestic contents provided by the landlord must be kept in good repair and serviceable condition.

All Furniture must comply with the relevant British Standard regarding fire safety. Further advice is available from Trading Standards. All windows must be provided with suitable curtains or blinds.

### **1.14 Security**

All ground floor and other accessible windows must be provided with suitable window locks  
The main entrance and exit doors must be fitted with a suitable locking device to prevent intruders but allow easy escape in the event of a fire.

### **1.15 License Holder / Manager Responsibilities**

The License Holder / Manager of the property must attend an appropriate training course in relation to property management unless they hold a relevant professional qualification.

The License Holder or Manager must demonstrate that they have in place measures to prevent or reduce anti-social behaviour by the persons who occupy or visit the dwelling.

## APPENDIX 2: FIRE SAFETY STANDARDS

### 2.0 General

In order to ascertain the adequacy of the existing fire precautions within an HMO, a risk assessment requires to be carried out by (see the assessment form at the end of this Appendix), or on behalf of, the prospective licensee, to establish both the risk of fire occurring and the risk to people in the event of fire. This would apply to everyone using the HMO and should take adequate account of any disabled people with special needs. The fire precautions recommended for all HMOs include:

- means of detection and giving warning in case of fire;
- the provision of means of escape;
- the means of fighting fire; and
- the formulation of an emergency plan.

### 2.1 Benchmark Standards for Fire Safety

The tables below should be appropriate for the majority of types of accommodation however where there are unusual circumstances such as excessive travel distances, listed buildings, design etc. which prevent full compliance with the guidance then expert advice should be sought.

The Council will use as its benchmark standards those Fire Safety standards specified for types of HMOs in the *National guidance on Fire Safety Standards in Certain Categories of Residential Accommodation*.

In particular:

Table 1: Benchmark guidance for recommended fire safety standards in bedsit HMO's (let) of add 1,2, 3 or 4 storeys	
Escape routes	30 minute protected route: <ul style="list-style-type: none"><li>✓ 30 minute fire resisting construction,</li><li>✓ FD30S doors to all risk rooms.</li><li>✓ Travel distances:see Table 3 below.</li></ul>
Fire separation	30 minute fire separation between units of accommodation throughout
Fire detection and alarm systems	Mixed system

	<p>Grade A, LD2 system</p> <ul style="list-style-type: none"> <li>✓ Smoke detectors located throughout the escape route</li> </ul> <p>Where cooking facilities are sited <b>within</b> the bedsits</p> <ul style="list-style-type: none"> <li>✓ Heat detectors located in each bedsit</li> <li>✓ Additional Grade D, non-interlinked smoke alarm with integrated battery back-up located in each bedsit</li> </ul> <p>Where cooking facilities are sited in shared kitchen, <b>not</b> within bedsits</p> <ul style="list-style-type: none"> <li>✓ Smoke detectors located in each bedsit.</li> <li>✓ Heat detectors located in each kitchen</li> <li>✓ Additional interlinked smoke alarms with integral battery back-up located in any cellar</li> </ul>
Lighting of escape routes	<p>Emergency escape lighting required</p> <p>Conventional artificial lighting required</p>
Fire-fighting equipment	<p>Fire blanket to be provided in each bedsit with cooking facilities and in shared kitchens</p>
Fire safety signs and notices	<p>Final exit signs</p> <p>Signage along escape route if the escape route is complex</p>
Surface finishes and floor coverings	<p>Will only allow materials that are in Classes 0 to 3 as defined in BS476.</p> <p>Class 0: acceptable in all locations.</p> <p>Class 1 acceptable in rooms but NOT in escape routes or stairways.</p> <p>Class 3 acceptable in small rooms if total the area does not exceed more than one half of the floor area up to a maximum of 20m<sup>2</sup></p>
Management and maintenance of fire safety	<p>See section 2.2 below</p>

**Table 2 : Benchmark guidance for recommended fire safety standards in bedsit HMOs (lets) of 5 or 6 storeys**

Escape routes	<p>30 minute protected route.</p> <ul style="list-style-type: none"> <li>✓ 30 minute fire resisting construction</li> <li>✓ FD30S doors to all risk rooms</li> <li>✓ Travel distances are in accordance with Table 3 below.</li> </ul>
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	<p><b>5 storey</b> Lobby protection to all floors except the top floor or secondary means of escape from top floor</p> <p><b>6 storey</b> Lobby protection to all floors except the top floor and secondary means of escape from top 2 floors</p>
Fire separation	<p>30 minute fire separation between units of accommodation throughout</p> <p>30 minute fire separation across the stairway between second and third floors and between fourth and fifth floors</p>
Fire detection and alarm systems	<p>Mixed system Grade A, LD2 system</p> <p>✓ Smoke detectors located throughout the escape route</p> <p>Where cooking facilities are sited <b>within</b> the bedsits</p> <p>✓ Heat detectors located in each bedsit ✓ Additional Grade D, non-interlinked smoke alarm with integral battery back-up located in each bedsit</p> <p>Where cooking facilities are sited in shared kitchen, <b>not</b> within bedsits</p> <p>✓ Smoke detectors located in each bedsit ✓ Heat detectors located in each kitchen ✓ Additional interlinked smoke alarms with integral battery back-up located in any cellar</p>
Lighting of escape routes	Emergency escape lighting required Conventional artificial lighting required
Fire-fighting equipment	Fire blanket to be provided in each bedsit with cooking facilities and in shared kitchens
Fire safety signs and notices	<p>Final exit sign</p> <p>Directional signage along escape route</p>
Surface finishes and floor coverings	<p>Will only allow materials that are in Classes 0 to 3 as defined in BS476.</p> <p>Class 0: acceptable in all locations.</p> <p>Class 1 acceptable in rooms but NOT in escape routes or stairways.</p> <p>Class 3 acceptable in small rooms if total the area does not exceed more than one half of the floor area up to a</p>

	maximum of 20m2
Management and maintenance of fire safety	See section 2.2 below

**Table 3: Maximum recommended travel distances for “normal” risk premises with a single exit and escape route**

Single room units and accommodation with an exit door leading directly to a protected stairway enclosure, a separate fire compartment from which there is a final exit to a place of total safety, or a final exit

Maximum travel distance from any point in a habitable room to the door to the exit from the accommodation	9 metres
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Larger units of accommodation, such as flats/maisonettes with a number of rooms accessed from an internal lobby/corridor/hallway

Maximum travel distance from any point in a habitable room to the door to the exit from the accommodation	9 metres
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Maximum travel distance from the door from any habitable room to the door to the exit from the accommodation.	<p>9 metres</p> <p>The lobby/corridor should be a protected route. Doors opening onto the lobby/corridor/hallway from risk rooms should be FD20 and be self-closing.</p>
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**Table 4 : Benchmark guidance for recommended fire safety standards in shared houses up to 3 storeys**

Escape routes	<p>No requirement for protected route*.</p> <ul style="list-style-type: none"> <li>✓ sound, traditional construction required*</li> <li>✓ travel distances are in accordance with Table 3</li> <li>✓ suitable escape door or escape windows to bedrooms and living rooms*</li> </ul> <p>escape route should not pass through risk rooms</p> <p>No requirement for fire doors*.</p> <ul style="list-style-type: none"> <li>✓ sound, well constructed and close fitting, conventional doors required*</li> </ul>
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Fire separation	No requirement for additional fire resistance ✓ walls and floors of sound, traditional construction. If a cellar is present 30 minute separation between the cellar and the ground floor escape route required.
Fire detection and alarm systems	Grade D, LD3 system Interlinked mains wired smoke alarms with integral battery backup located in the escape route at ground and first floor levels Additional interlinked heat alarm with integral battery back-up located in the kitchen Additional interlinked smoke alarm with integral battery back-up located in the lounge Additional interlinked smoke alarms with integral battery backup located in any cellar
Lighting of escape routes	No requirement for emergency escape lighting ✓ Conventional artificial lighting required
Fire-fighting equipment	Fire blanket to be provided in the kitchen
Fire safety signs and notices	No requirement
Surface finishes and floor coverings	No requirement
Management and maintenance of fire safety	Recommended that all doors are kept closed at night See section 2.2 below

**Table 5 : Benchmark guidance for recommended fire safety standards in shared houses of 4 storeys**

Escape routes	30 minute protected route. ✓ 30 minute fire resisting construction ✓ FD30S doors to all risk rooms ✓ Travel distances are in accordance with Table 3 *
Fire separation	No requirement for additional fire resistance ✓ walls and floors of sound, traditional construction. If a cellar is present 30 minute separation between the cellar and the ground floor escape route required.
Fire detection and alarm systems	Grade D, LD3 system ✓ Interlinked mains wired smoke alarms with integral battery back- up located in the escape route at each floor level ✓ Additional interlinked heat alarm with integral battery back-up located in the kitchen

	<ul style="list-style-type: none"> <li>✓ Additional interlinked smoke alarm with integral battery back-up located in the lounge</li> <li>✓ Additional interlinked smoke alarms with integral battery backup located in any cellar</li> </ul>
Lighting of escape routes	Emergency escape lighting required only if the route is long or complex or where there is no effective borrowed light Conventional artificial lighting required
Fire-fighting equipment	Fire blanket to be provided in the kitchen
Fire safety signs and notices	Signage only required if the escape route is complex
Surface finishes and floor coverings	No requirement
Management and maintenance of fire safety	See section 2.2 below

**Table 6 : Benchmark guidance for recommended fire safety standards in shared houses of 5 or 6 storeys**

Escape routes	<p>30 minute protected route.</p> <ul style="list-style-type: none"> <li>✓ 30 minute fire resisting construction</li> <li>✓ FD30S doors to all risk rooms</li> <li>✓ Travel distances are in accordance with Table 3.</li> </ul> <p><u>5 storey</u> Lobby protection to all floors except the top floor or secondary means of escape from top floor</p> <p><u>6 storey</u> Lobby protection to all floors except the top floor and secondary means of escape from top 2 floors</p>
Fire separation	<p>No requirement for additional fire resistance generally</p> <ul style="list-style-type: none"> <li>✓ walls and floors of sound, traditional construction.</li> </ul> <p>Lateral fire resisting separation of the top floor (in 5 storey), top 2 floors ( in 6 storey), from the remainder of the house</p> <p>If a cellar is present 30 minute separation between the cellar and the ground floor escape</p>
Fire detection and alarm systems	<p>Grade A, LD2 system</p> <ul style="list-style-type: none"> <li>✓ detection throughout common parts and all risk rooms including bedrooms, living rooms, kitchen (heat detection) and any cellar</li> </ul>

Lighting of escape routes	Emergency escape lighting required Conventional artificial lighting required
Fire-fighting equipment	Fire blanket to be provided in the kitchen
Fire safety signs and notices	Signage only required if the escape route is complex
Surface finishes and floor coverings	No requirement
Management and maintenance of fire safety	See section 2.2 below

## 2.2 Management and Maintenance of Fire Safety

**2.2.1** Whatever physical fire safety measures are provided in residential accommodation their effectiveness will only be as good as their management and maintenance. The responsible person (the licensee, landlord or managing agent) is responsible for ensuring that the day to day management of fire safety in the premises is properly undertaken and that essential routine maintenance and emergency repairs are properly carried out. This is not only common sense and good practice but an obligation in law under *The Management of Houses in Multiple Occupation Regulations 2006* (see paragraph 8).

**2.2.2** The level of management attention required will be determined as part of the risk assessment. Detailed recommendations are to be found in the *Fire Safety Risk Assessment Sleeping Accommodation Guide: HM Government*. These recommendations may be appropriate in very large and complex buildings but will not be justifiable in their entirety for the average residential accommodation, of normal risk covered by this guide.

**2.2.3** Management duties should be carried out in accordance with BS 5588, Part 12: 2004. *Fire precautions in the design, construction and use of buildings - Managing fire safety*. The following points as a minimum should be expected in any acceptable risk assessment as a minimum:

### 2.2.4 Escape routes

- must be free from obstruction at all times and regular checks should be made to
- guarantee this.
- There should be no storage within the routes
- There should be no trip hazards such as trailing electrical leads or worn carpets.
- All fire resisting doors should be effectively self-closing to engage their latches throughout with no obstructions or hindrances such as catching carpets etc. They should be close fitting as designed. No fire doors should be propped or wedged

open. Any damage to fire doors should be noted and repaired. Any damaged or missing smoke seals must be replaced like-for-like.

## **2.25 Artificial lighting**

- Conventional staircase lighting must be working properly throughout at all times. Any blown bulbs should be replaced and all switches should be working. If timer switches are fitted the duration should be checked and adjusted if necessary.
- Any emergency escape lighting must be serviced and maintained in accordance with BS 5266-8: 2004 (BS EN 50172: 2004). *Emergency escape lighting system*. This contains detailed recommendations which include inspections and tests to be carried out down to a daily basis. For large, complex HMOs (e.g. 5 or 6 storeys) or premises with a specific high risk factor e.g. persistent vandalism problems, those with complex escape routes and no effective borrowed light, the full recommendations may be appropriate. However, in most average sized premises with normal risk, the following regime with an procedure for responding to reports of defects should be adequate:
- a monthly functional test in accordance with the requirements of BS 5266, Part 8. This will involve simulation of mains power failure to each luminaire and a check to ensure each one illuminates. The simulated failure should be for a period of 1/4 of the rated duration of the luminaire. Each luminaire should be visually checked to ensure it is functioning correctly. At the end of the test period the mains supply should be restored and indicator lamps verified to confirm. Mains failure is simulated using a test key where fitted or by removing the fuse or activating the circuit breaker to the mains supply circuit. Tests should be recorded in the log book including any defects identified and dates rectified. The monthly test can be carried out by any responsible person which could be the landlord, managing agent or person appointed by them.
- an annual discharge test in accordance with the requirements of BS 5266, Part 8. This must be carried out by a competent person, usually a lighting engineer under a maintenance contract. It entails a full test to ensure compliance with BS 5266, Part 8 and it should be recorded in the log book and a periodic inspection and test certificate issued.

## **2.26 Automatic fire detection and warning systems**

Automatic fire detection and fire alarm systems should be tested and serviced in accordance with the recommendations of BS 5839-6. This contains detailed recommendations which include inspections and tests to be carried out down to a daily basis. For large, complex HMOs (e.g. 5 or 6 storeys) or premises with a specific high risk factor the full recommendations may be appropriate. However, in most average sized premises with normal risk, the following regime with an procedure for responding to reports of defects should be adequate:

**Grade A systems:**

- a weekly test by the responsible person which could be the landlord, managing agent or person appointed by them. At least one detector or call point in each zone should be tested to ensure correct operation. Any defect should be recorded in the log book along with the date and extent of the remedial action.
- six monthly service. This must be carried out by a competent person, usually an specialist alarm engineer under a maintenance contract. It entails a full test to ensure compliance as specified in with BS 5839-6 and it should be recorded in the log book and a periodic inspection and test certificate issued.

**Grade D systems**

- a weekly test where each alarm is activated using the test button.
- All alarms should be cleaned periodically in accordance with the manufacturer's recommendations.

**• 2.2.7 Fire blankets and extinguishers**

Where provided, these should be checked periodically to make sure they are in place and available for use. Extinguishers must be tested on an annual basis, and in accordance with the manufacturer's instructions.

**2.2.8 Residential sprinkler systems**

- Where provided, the responsible person must ensure that any sprinkler system is fully maintained and ready for use at all times. The landlord should enter into a maintenance contract with a competent person or company to maintain the sprinkler system in accordance with clause 7 (maintenance) of BS9251:2005
- The responsible person is responsible for ensuring that the sprinkler system is fully functional at all material times and any defects are reported immediately to the 24 hr emergency number and rectified as soon as possible.
- The responsible person should check the pressure gauge readings monthly and record these readings in the Systems Log Book. Any significant fluctuations or pressure readings below the agreed system design must be immediately reported to the enforcing authority.
- The System Log Book must also be used to record all actuations, testing,
- maintenance, system faults and any remedial action.
- The enforcing authority must be notified as soon as practical of any system defects, deficiencies or actuations.
- 

**2.2.9 Gas installations**

The Gas Safety (Installation and use) Regulations require that gas installations and

appliances receive a gas safety check annually. It must only be carried out by a Gas Safe registered engineer. The findings must be recorded and the records kept for at least two years.

#### **2.2.10 Electrical installations**

All electrical equipment should be installed and maintained in a safe manner by a competent person and should be inspected periodically by a competent electrical engineer. Every five years is recommended.

#### **2.2.11 Information and training**

Each occupier should be given specific advice on fire prevention and fire safety in the home. This should be given at the start of each new tenancy and reviewed periodically. Suitable advice can be found in Annex 1 of BS 5588, Part 12 '*Advice to occupiers of domestic residential buildings*' and advice is also available from local fire and rescue authorities. Information should include:

- an explanation of the escape routes particularly where secondary means of escape is provided
- how the fire detection and alarm system operates and what to do if it activates
- if extinguishers or fire blankets are provided training in their application and safe use
- avoidance of false alarms
- how and when to call the fire brigade
- how to report defects
- the importance of maintaining clear escape routes, free of storage
- the importance of keeping fire doors closed, not propped or wedged open
- smoking and cooking safety
- gas safety advice
- safe storage and disposal of refuse

#### **2.2.12 Record keeping**

It is recommended that a property log book is kept and all routine maintenance and servicing activity, as recommended in this guide, is recorded in it along with all reported defects and remedial action taken including false alarms. Model log books may be available from landlords associations or via landlord accreditation schemes.

## FIRE SAFETY IN HOUSES IN MULTIPLE OCCUPATION

### FIRE RISK ASSESSMENT for :.....

To ensure the adequacy of existing fire precautions within a house in multiple occupation, a risk assessment should be carried out by or on behalf of the licensee/prospective licensee to establish both the risk of fire occurring and the risk to people in the event of fire. This checklist, or similar, may be used and requires to be submitted to Northumberland County Council before a license can be issued. A copy should be retained by the landlord and the building checked on a regular basis using the checklist.

The answer to all the questions should be YES or NOT APPLICABLE (N/A). If the answer to any question is NO, steps should immediately be taken to rectify the deficiencies or review the fire risk assessment.

	General	Yes	No	n/a	Comments
1	Have flammable and combustible materials been identified and minimised where possible?				
2	Is the system of controlling the amount of flammable substances and combustible materials operating effectively?				
3	Are all flammable substances and combustible materials stored safely?				
4	Are heating appliances fixed in position at a safe distance from any combustible materials and suitably guarded?				
5	Are all items of electrical equipment fitted with fuses of the correct rating?				
6	Have fire prevention measures been brought to the attention of residents?				
7	Are lengths of flexible cable and multi-point adapters kept to a minimum?				
8	Are cables run only where damage is unlikely and not under floor coverings or through doorways?				
9	. Is the furniture upholstery made of fire resistant				

	material?				
10	Are the premises free of accumulation of rubbish, waste paper or other materials which could catch fire or be set alight?				
11	Are there suitable facilities for the disposal of smoking materials?				
12	. Have measures been taken to reduce the risk of arson?				
13	Are there suitable management procedures in place to ensure fire safety standards are maintained in the event of outside contractors working on the premises?				
14	Is there vehicular access to the premises for fire service vehicles?				
	Means of Escape	Y	N	n/a	Comments
15	Are there sufficient exits for the number of people present?				
16	Do exits lead to a place of safety?				
17	Are all gangways and escape routes free from obstruction?				
18	Are all internal fire doors clearly labelled?				
19	Can all fire safety signs and fire exit notices be clearly seen?				
20	Are self-closing devices on fire doors in working order?				
21	Are exits clearly indicated where necessary and are all escape routes adequately lit?				
22	Where appropriate, do doors used for means of escape open in the direction of travel?				
23	. Are there suitable procedures in place for the evacuation of disabled persons?				
24	Are all doors used for means of escape purposes available for use and can doors be easily and				

	immediately opened without the use of a key?				
25	Are the floor surfaces on escape routes free from tripping and slipping hazards?				
26	Are all vents and service ducts etc. suitably protected, where appropriate, to prevent the spread of fire, heat or smoke?				
	Lighting				
27	Has the need for Emergency Escape Lighting been considered?				
28	Do members of the public regularly visit or have access to the premises?				
29	Is the emergency escape lighting, in working order?				
	Fire Fighting				
30	Is there sufficient fire fighting equipment of the correct type?				
31	Are portable fire extinguishers, fire blankets, etc, suitably located and available for use?				
32	Have the portable fire extinguishers been serviced within the last year?				
33	Is the fixed fire fighting installation in working order?				
34	Is the fire alarm system in working order?				
35	Is the fire alarm tested weekly?				
36	Can the alarm be raised without anyone being placed at risk from fire?				
37	. Are the fire alarm call points unobstructed and clearly visible or suitably indicated?				
38	Is the automatic fire detection system in working order?				
	Fire Instructions/Emergency Plans	Y	N	n/a	Comments
39	Are fire instructions clearly displayed through the premises?				

40	Have you recorded the findings of the fire risk assessment?				
41	Have steps been taken to plan what actions everyone should take if a fire starts?				
42	Have these steps been brought to the attention of all residents?				
43	Has a procedure been established to review the fire risk assessment periodically?				

Signature ..... Date .....

Print Name .....

## **APPENDIX 3: TENANCY MANAGEMENT STANDARDS**

### **3.1 General**

Much of the emphasis in licensing will be on ensuring that operators meet property standards and manage and maintain their HMOs in an acceptable manner.

There is an equally important tenancy management dimension to the operator's responsibilities. Tenancy management refers to the owner's responsibilities in respect of the legal rights of his or her tenants to operate lawfully at all times and to manage the property with due care for the welfare of the tenants and the interests of neighbours.

Examples of some of the most important tenancy management responsibilities include ensuring that tenants have peaceful occupation of their home, providing lawful tenancy agreements, returning rent deposits where no case for their retention arises, giving 24 hours notice of intention to enter a tenant's room for the purposes of inspection or carrying out repairs or maintenance, and pursuing repossession by lawful court procedures only.

All tenants of an HMO, regardless of how unconventional a tenancy might be, should have a written tenancy agreement. A checklist of areas that might be covered by such agreements is at Section 3.4. It should be noted that there might be circumstances where it would not be appropriate for all items in the checklist to be covered in the agreement. Also, this checklist assumes that the accommodation is permanent. The standards will be different for temporary accommodation, such as homeless hostels and other accommodation for homeless people, women's refuges, etc. Other special situations will require more flexible criteria, such as live-in care workers staying with someone with special needs.

### **3.2 Fit Person**

As part of its responsibilities towards tenants, some of whom will be vulnerable people, it is for the Local Authority to determine whether an operator who is applying for an HMO license is a 'fit person'. If a different person is managing the premises, the same test must apply to them. The Housing Act 2004 does not contain a precise definition of a 'fit person', but the Local Authority require a Criminal Records Bureau Enhanced Disclosure and will investigate by checking with the Police and other sources whether the applicant has any convictions relevant to his or her prospective role as an operator of an HMO. Not all convictions, however, should preclude an applicant from being granted an HMO license. For example, a conviction for a motoring offence

would not be relevant, but a conviction for theft could be, since the operator would be in a position of trust. Ultimately, it is for the Local Authority to decide as a matter of fact whom is a 'fit person' based on the information available, including the CRB report.

### **3.3 Anti-Social Behaviour**

As part of the landlord's tenancy management duties, he or she must ensure that tenants comply with the terms of their lease and conduct themselves in a way that does not interfere with the rights of neighbouring residents to enjoy peaceful occupation of their homes. Where a complaint is made to the landlord about a tenant behaving in an anti-social manner, the landlord will be advised to follow his or her own policy and procedures for dealing with it. Landlords are advised not to approach the Council with a request for an Anti-Social Behaviour Order (ASBO) until they have considered and, where appropriate, tried all legal means at their disposal to resolve matters.

The Council will investigate complaints made directly to them by neighbours of HMOs and will take appropriate action. Such complaints may relate, for example to operators rather than occupiers, for instance on the maintenance of the fabric of the HMO.

### **3.4 Tenancy Agreements Checklist**

The following checklist gives an indication of the sorts of provisions that landlords should consider, including in a tenancy or other occupancy agreement, although all of these items will not apply in every case:

#### **3.4.1 Operator Responsibilities**

##### **General Points**

The agreement should contain the following:

- the name and full contact address of the operator, as well as the address of the property being let to be supplied to the tenant;
- all tenants to have a written agreement, regardless of type of tenancy;
- agreements to be written in plain English;
- summary translations of agreement into ethnic minority languages to be available where appropriate;

- agreement to state both a start and end date for the tenancy;
- agreements should refer to an inventory of furniture and fittings, and the condition of these;
- agreements to contain undertaking that rent deposits will be held in an identifiable rent deposit account and returned within 14 days of tenant's departure;
- where rent paid weekly, payments to be recorded in rent book to be retained by the tenant, otherwise written receipts to be issued for rent deposits and rent payments. Stubs to be retained for inspection;
- occupancy records to be kept including residents' names, dates of arrival and departure, and record of rent payments and arrears;
- only rent books, occupancy records, leases, and tenancy agreements approved by the Licensing Authority to be used;
- agreement to contain statement that 24 hours notice will be given in writing of intention to enter a tenant's room for the purpose of carrying out routine maintenance and repairs;
- agreement to undertake that resident's mail will be available on a daily basis;
- agreement to contain undertaking that a telephone, in working order, is provided to enable residents to call emergency services;
- agreement not to cause, or allow any employee, or any person visiting the household on the operator's behalf, to commit any act of violence or any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability, or age against the tenant, the tenant's family, or anyone visiting the HMO;
- agreement to contain clause to the effect that the operator is responsible for ensuring that tenants comply with the terms of their lease and conduct themselves in a way that does not interfere with the right of neighbouring residents to enjoy peaceful occupation of their homes;
- agreement to refer to protocol between operator and Local Authority for the rehousing of temporarily displaced tenants;
- agreement to set out rights on sub or part letting of property;  
and
- agreement to contain following clauses relating to repairs and maintenance.

### **3.4.2 Structure and Exterior**

The operator will (in conjunction with other owners, if appropriate) keep in repair the structure and exterior of the house, and keep it fit for human habitation, including:

- drains, gutters and external pipes (this does not include the clearance of blockages caused by the tenant's negligence);
- the roof;
- outside walls, outside doors, window sills, window catches, sash cords and window frames, including external painting and decoration;
- internal walls, floors and ceilings, doors, door frames, and internal staircases and landings, including painting and decoration;
- chimneys, chimney stacks and flues;
- pathways, steps or other means of access;
- plasterwork;
- integral garages and stores;
- boundary walls and fences; and
- making good damage caused by acts of vandalism/criminal activity by a person or persons other than a tenant, any member of his/her household or a tenant's visitor(s), provided they have been notified to the Police within 24 hours of occurring, or as soon as is reasonably practicable, by the tenant or by someone acting on the tenant's behalf.

### **3.4.3 Installations**

The operator will maintain and keep in proper working order any installations provided for space heating, water heating and sanitation, and for the supply of water, gas and electricity, in compliance with current safety legislation including:

- basins, sinks, baths, toilets, flushing systems and waste pipes, showers, water tanks;
- electric wiring, fireplaces, fittings, fires and central heating installations, door entry systems, TV aerials, and extractor fans.

The operator will also maintain fire safety precautions and installations and exterior routes.

### **3.4.4 Disposal of Rubbish**

All licenses issued after 1st October 2018 will need to include a condition requiring the compliance with the councils storage and waste disposal scheme (if one exists).

- Adequate facilities to be provided for the storage and disposal of rubbish.

- Operators should ensure that residents are aware of and comply with arrangements for rubbish presentation in common properties.

#### **3.4.5 Insurance**

The operator will maintain comprehensive building insurance. The operator is not responsible for the arrangement of contents insurance cover for property belonging to tenants but may wish to arrange such cover for any of his own moveable property within the HMO.

#### **3.4.6 Common Parts**

- The operator will (in conjunction with other owners, where appropriate) take reasonable care to keep common parts in repair and fit for use by the tenant and other occupiers and visitors to the property.
- Provide appropriate lighting in all common parts.
- Contribute to arrangements for maintaining and cleaning gardens and mutual areas.

#### **3.4.7 Furnishings**

Where the subject of the let is furnished, the landlord will ensure that furnishings are fit for this purpose and comply with current fire safety regulations, and other relevant legislation and regulations.

#### **3.4.8 Security**

Where appropriate, the landlord should ensure that let rooms are secure, with a suitable lock.

#### **3.4.9 Tenant Responsibilities**

Agreement to contain following clauses relating to the use of the accommodation:

The tenant agrees:

- to pay the rent for the accommodation at such intervals and for such amounts as have been agreed with the landlord;
- to occupy the accommodation as a private

dwelling;

- to advise the landlord of who will be living in the accommodation and also of any changes in the household;
- not to use or allow the accommodation to be used for illegal purposes;
- not to use or allow the accommodation to be used as a base for any business purposes without the written consent of the landlord;
- not to cause or allow any person occupying or visiting the house to cause nuisance or annoyance to neighbours or to cause any nuisance or annoyance within the vicinity of the house;
- not to commit or allow members of his/her household or persons visiting the house to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability, or age which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household either in their accommodation or in the vicinity of the house;
- to keep any domestic pet (where permitted) under supervision and control and to ensure that it does not cause nuisance to neighbours, or deterioration in the condition of the house, common areas, or the vicinity of the house;
- not to cause, or allow any member of his/her household, or any person visiting the household to commit, any act of violence or any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability, or age against the landlord or any member of his staff;
- not to interfere with equipment and services;  
and
- not to interfere with fire precautions.

Agreement to contain following clauses on repairs and maintenance:

#### **3.4.10 Notice of Repairs and Access**

The tenant shall report promptly to the landlord any defect or disrepair (including the results of vandalism) for which the landlord is responsible and shall ensure that access is provided to the property for repairs to be carried out and for the inspection of gas and electrical installations.

#### **3.4.11 Notice of Absence to Landlord**

The tenant shall inform the landlord if he/she intends to leave the premises on holiday, business, or for any other reason, for a period of over 14 days, to enable the landlord to take any steps to maintain and/or carry out repairs as necessary.

### **3.4.12 Emergencies**

The tenant will take all reasonable steps to ensure that the landlord is notified immediately of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by the landlord's representatives. In the event that the landlord is informed or becomes aware of any emergency, and the tenant is unable to provide access to the property immediately, it is agreed that the landlord may gain access to the property, using forcible entry if necessary.

### **3.4.13 Interior**

- The tenant shall keep the interior of the accommodation in good and clean condition.
- The tenant shall keep fittings and furnishings clean.

### **3.4.14 Neglect**

The tenant agrees to repair or replace items damaged through neglect, carelessness or wilful damage on the part of the tenant or any members of the tenant's household, or a visitor.

### **3.4.15 Common Parts**

- The tenant will, in turn with other occupiers, sweep and clean the common parts at least on a weekly basis, or as required.
- If the tenant fails in any of these responsibilities, the landlord may carry out the work and recover the costs from the tenant.

### **3.4.16 Other**

The agreement should contain:

- conditions for ending the tenancy;
- details of any rights of succession;
- provision that the tenant shall dispose of rubbish in an appropriate manner, and at the appropriate time;
- provision for the landlord and tenant to jointly inspect the accommodation to ensure installations are in working order and furniture and fittings are fit for purpose and for

the landlord to rectify any faults reported by the tenant within 7 days of taking up residence;

- identification of the accommodation as a house in multiple occupation and of the Licensing Authority and the Licensing Authority's point of contact for complaints and queries;
- liability to be agreed for gas/electricity and phone charges;
- liability to be agreed for payment of TV license; and
- liability to be agreed for payment of Council Tax.