



Licence Conditions Explained

Housing Act 2004 Part 3

Version 2



this is Redcar & Cleveland

Introduction

Once a licence is issued there are a number of conditions that have ongoing implications for the licence holder. This guide provides further details regarding these requirements. It is recommended that a licence holder is familiar with licensing conditions. It is a criminal offence for a licence holder to breach licensing conditions. On conviction, a licence holder could face an unlimited fine per condition that has been breached.

CONDITION ONE: GAS SAFETY

It is a requirement under the Gas Safety (Installation and Use) Regulations 1998 for landlords to have gas appliances and flues checked annually by a Gas Safe registered engineer for any property they rent out. A copy of the gas safety record certificate must be provided to the tenant. The record will list all of the gas appliances in the property, including those owned by the tenant (landlords are only responsible for the appliances that they own).

In order to give a gas safety certificate, the gas operative must first carry out a gas safety check on all appliances. Gas safety certificates are valid for 12 months and can only be issued by Gas Safe registered gas operatives. If the gas safety check identifies any problems with appliances and gas safety, the landlord has to have them repaired. In the short term, the gas operative may take appropriate action to make the installation safe. This may include disconnecting the faulty equipment. In serious circumstances they can also ask the gas emergency service provider to cut off the supply to the property if necessary.

A copy of a valid gas safety certificate should be provided to the local authority within 14 days of request.

CONDITION TWO: ELECTRICAL APPLIANCES

If landlords provide any electrical appliances (cookers, kettles, toasters, washing machines etc.) as part of the tenancy, the Electrical Equipment (Safety) Regulations 1994 requires landlords to ensure that the appliances are safe to use when first supplied. This applies at the start of each tenancy, regardless of when the electrical equipment was last tested. The licence holder must ensure that all portable electrical appliances supplied by the landlord are in a safe condition. Checks must be carried out by a competent person.

A copy of a valid PAT (portable appliance testing) certificate should be provided to the local authority within 14 days of request.

CONDITION THREE: FURNITURE & FURNISHINGS

The Furniture and Furnishings (Fire)(Safety) Regulations 1988 set standards for the fire resistance of domestic upholstered furniture and furnishings. The risk of death or injury caused by fire affecting furniture is a serious cause for concern, but one that may be reduced by simple precautions.

The offence under these regulations is to 'supply' non-complying furniture, fillings or fabrics in the course of business. The regulations apply to:

Landlords or agents, when letting a property or replacing furniture, including holiday lets; and,
Manufacturers and retailers of new or second-hand furniture, including charity shops and mail order firms.

Pre-1950 furniture is exempt and so is the tenant's own furniture, although a landlord could include a clause in the tenancy agreement prohibiting tenants from bringing in non-complying items of furniture.

The items covered by the regulations include:

- Beds including bed bases, headboards, mattresses, pillows;
- Sofa beds and futons, and upholstered garden furniture;
- Settees, armchairs, dining chairs, upholstered stools;
- Cushions, including floor cushions and beanbags; and,
- Baby equipment and nursery furniture, including cots and mattresses, playpens, highchairs, prams

The regulations require any fillings materials, cover materials, and lining fabrics to meet certain fire resistance standards. All new furniture (except mattresses and bed bases) must carry a permanent label describing the fire resistance of all the materials used. Look for labels headed 'Carelessness Causes Fire'.

Landlords should only buy or supply furniture bearing fire resistance labels. If beds or mattresses are not labelled, check with the manufacturers that they comply. The onus is on landlords and retailers to prove they have made every effort to ensure the furniture they supplied complies with these Regulations.

A copy of a declaration detailing that all furniture and furnishings is in a satisfactory and safe condition should be provided to the local authority within 14 days of request. It should also be noted that at least one routine inspection will be programmed within the period of the licence to verify that this condition is being met.

CONDITION FOUR: SMOKE ALARMS

The Smoke and Carbon Monoxide Alarm (England) Regulations came into force in October 2015. These regulations require at least one smoke alarm to be installed on every storey of a property and the landlord should ensure that the alarms are tested and in working order at the start of each new tenancy.

Smoke alarms should comply with BS5446 - Part 1. Installing a smoke alarm is easy to do and only takes a few minutes. Follow the manufacturer's instructions, but consider where they will be installed. It is important to maintain them once they're installed. Every year people are killed in fires due to smoke alarms failing to work because of a flat or missing battery.

How many smoke alarms are needed?

The more alarms there are in the property, the safer the tenants will be. If the property is on one level, fit an alarm in the hallway between the living and sleeping areas, and one in the living area. If the property has more than one level, fit one alarm at the bottom of the staircase and further alarms on each landing, with an additional alarm in the living area.

Where to fit alarms

Always put smoke alarms where they will be heard throughout the home, particularly when occupants are asleep or when doors are closed. Ideal places are at the top of staircases, on landings, and between living and sleeping areas. Fit alarms on the ceiling, as near as possible to the centre of the room, hallway or landing. The alarm should be at least 30cm (12 inches) away from any wall or light.

Where not to put a smoke alarm

Don't put a smoke alarm:

- In a kitchen or bathroom, where it could be accidentally triggered by cooking fumes or steam (heat alarms can be used in kitchens);
- Where it can't be heard while the occupants are asleep;
- In a garage, where it could be triggered by exhaust fumes; or,
- On a wall. Smoke rises straight up to the ceiling and will set the alarm off more quickly if the device is fixed to the ceiling, giving more time to escape.

Maintaining smoke alarms

Every year people are killed in fires due to smoke alarms failing to work because of a flat or missing battery. Ideally they should be tested once a week by pressing the test button until the alarm sounds. If the alarm ever starts to 'beep' regularly, replace the battery as soon as possible. Once a year change the battery (unless it is a 10-year alarm). Twice a year open the case and gently vacuum the inside to remove dust from the sensor. If it doesn't open, vacuum through the holes. After 10 years it is best to replace the smoke alarm with a whole new unit. For further assistance and guidance regarding the number and location of smoke alarms please contact an officer from the Housing Standards Team.

If the property has no smoke alarms, or no working smoke alarms, the fire brigade can carry out a free Home Fire Safety visit and install battery operated smoke alarms. To arrange a visit contact Cleveland Fire Brigade on 01429 874063.

As the licence holder, you may be asked to provide proof that the smoke alarms were fitted and in working order at the commencement of the tenancy. A copy of a declaration detailing that smoke alarms are present and in proper working order should be provided to the local authority within 14 days of request. It should also be noted that at least one routine inspection will be programmed within the period of the licence to verify that this condition is being met.

CONDITION 5: STATEMENT OF TERMS

In general the following written details of the tenancy should be given to the tenant:

- The name and address of the landlord or agent (or both);
- The length of the tenancy, with start and end dates;
- Rent: amount due, when it is due, how it should be paid and if it will increase during the tenancy;
- How much is the deposit and possibly which tenancy deposit scheme will hold the deposit;
- Who is responsible for internal decoration and internal and external repairs and maintenance;
- How many tenants may occupy the property; and,
- Any condition or restrictions on the use of the property, for example about pets, guests or smoking

These terms could be set out in a tenancy agreement which is a legal agreement in writing that sets out the rights and responsibilities of both landlord and tenant. There are different types of tenancy agreement. Some provide the tenant with more rights than others, and most people have one of three types:

- Assured shorthold tenancy;
- Assured tenancy; and,
- A regulated (protected) tenancy.

Provision of a standard tenancy agreement is a service available to members of Redcar & Cleveland's Landlord Charter, please contact us for more details. If you are not a member of the Landlord Charter it is advised that you seek legal advice in order to provide a tenancy agreement to your tenants.

As the licence holder you may be asked to provide proof of the written statement of terms and proof that the tenant has been provided with these terms

CONDITION 6: REFERENCING

One of the conditions of a licence is that landlords must obtain references from their tenants, preferably before they move into the property. The main aim in requiring a reference is to assist in reducing anti-social behaviour within South Bank. For example, if a tenant is causing a major nuisance within a particular street, it would not be suitable or appropriate for them to move to nearby accommodation, as the problems they are creating will only be moved and not removed from a particular area. Obtaining references could also help you decide whether a prospective tenant would be suitable to live in your property, and would give you an insight into what sort of tenant they have been in the past i.e. whether they have problems with rent arrears or caused neighbour nuisance etc.

It is necessary to obtain a valid reference from any perspective tenant. The more references the better but they have to be valid tenant references. A valid reference is from someone who is not a family member or friend, this is usually an employer, and current and past landlords.

References should include the name, address and telephone number of the person providing the reference and state the relationship to the prospective tenant i.e. employer, former landlord. It is recommended that these references are validated by contacting the provider.

As a licence holder you may be asked to provide proof on how you have obtained a reference for your current tenant and what the reference contains. Evidence of references obtained should be provided to the local authority within 14 days of request.

CONDITION 7: INVENTORY

An inventory is a list of everything that a landlord provides in their rented property e.g. carpets, curtains, furniture and kitchenware. An inventory can help avoid a dispute over a deposit when a tenant moves out because it proves what state the property was in when they moved in. It is in a landlord's interest to provide an inventory before the keys are exchanged.

It is advised that the landlord and tenant complete the inventory together during an inspection of the property and both sign and date the form. Both the landlord and tenant should have their own copy of the inventory. When the keys are returned, the landlord and tenant should check the condition of the furniture, fixtures and fittings against the original inventory and any photographs taken. This allows both parties to agree on the final condition of the property and its' contents. Wear and tear should be taken into account. Contact will need to be made with the appropriate rent deposit scheme holder for any disputes over any proposed deductions. If you are not a member of Redcar & Cleveland Landlord Charter sample inventory forms can be downloaded from <http://england.shelter.org.uk/>

As a licence holder you may be asked to provide proof that a detailed inventory was provided to the tenant on commencement of the tenancy.

CONDITION 8: TENANT DETAILS

In order to effectively manage the property it is necessary to be aware of who is occupying the property. Licence holders should regularly visit the property to ascertain that the property remains occupied.

Information regarding the tenants, including full name, date of birth and commencement date of tenancy should be provided to the local authority within 14 days of any demand.

CONDITIONS 9 & 10: ADVICE ON TACKLING ANTI-SOCIAL BEHAVIOUR

As a landlord you have made a substantial investment not only in the property you have bought but also in the community. If for no other reason than securing a return on your investment you also have a key role to play in developing and strengthening that community. Nothing devalues property and undermines the stability of a community faster than anti-social behaviour.

Specific guidance on these conditions are available in the separate guidance, 'Tacking Anti-social Behaviour – Selective Licensing Conditions 9 & 10'

CONDITION 11: EFFECTIVE MANGEMENT

It is expected that regular internal and external inspections of the property are carried out.

Finances should be available to deal with routine and emergency repairs at the property. In cases where a managing agent is the licence holder, it is recommended that the owner will need to authorise expenditure of 25% of the yearly income of the house for such repairs (at a minimum of £1500) to the agent. Existing management contracts between the agent and the owner should be amended accordingly.

Since April 2006 all bonds and deposits must be protected by one of the governments nominated schemes. If it is not protected within 14 days, a court will order, when requested, that the tenant be paid three times the amount of the deposit. This provision applies to all new tenancies commencing on or after April 2007.

As a licence holder you may have to demonstrate that effective maintenance arrangements and property management procedures are in place, including, but not limited to:

- Evidence that regular checks are undertaken at the property; and,
- Repairs are being carried out

CONDITION 12: CHANGE IN CIRCUMSTANCES

This condition places a requirement on the licence holder to notify the Housing Standards Team if there are any change in circumstances relating to the property and may affect the validity and/or terms of the licence. This includes but is not limited to changes in ownership or events that affect the fit and proper persons status of the licence holder and/or managing agent. It is a requirement to notify the Housing Standards Team if the company that manages the property changes but not if it is simply a change of personnel within the company.

It is advised that any change in circumstances should be notified in writing or by email to, selective.licensing@redcar-cleveland.gov.uk.

Any change in circumstances will be acknowledged by the Housing Standards Team. If an acknowledgement is not received please telephone 01287 612455.

Should the local authority become aware that there has been a change in circumstances and no notification has taken place within a 7 day period this could be considered a breach of licence conditions.

CONDITION 13: NOTIFICATION THAT PROPERTY IS VACANT

This condition places a requirement on the licence holder to notify the Housing Standards Team when the property becomes vacant. This condition can be met by telephoning 01287 612455, or by email to selective.licensing@redcar-cleveland.gov.uk

Should the local authority become aware that the property has become vacant and no notification has been received this could be considered a breach of licence conditions.

Should a local authority be required to carry out works in default of the owner for failure to secure an open to access property this will also be considered a breach of this condition

CONDITION 14: ADEQUATE FACILITIES FOR THE STORAGE AND DISPOSAL OF REFUSE

Where possible bin storage should be provided externally within the curtilage of the site. A wheelie bin for the disposal of household refuse should be provided at the commencement of a tenancy. This should be detailed in the inventory.

There is currently a charge for all replacement bins. For current costs and to arrange for a replacement bin to be delivered, telephone Redcar & Cleveland Borough Council on 01642 774774.

As a licence holder, be aware that should the local authority find that a wheelie bin is not provided you will be asked to provide proof that provision was made at the commencement of the tenancy. If you are not able to do so you will be required to provide a wheelie bin.

GENERAL REQUIREMENTS: MINIMUM STANDARDS

To meet the current statutory minimum standard for housing, the property must be free of all Category 1 hazards under the Housing Health and Safety Rating System. A leaflet in relation to the Housing Health & Safety Rating System is included with this guidance.

It should be noted that at least one routine inspection will be programmed within the period of the licence. Should it be found during the licence period that the property does not meet the minimum standards or there are items of disrepair that require attention action will be taken by the Housing Standards Team. There are various courses of action available to reduce or remove the hazards, these include serving an improvement notice, prohibition of the property or emergency remedial action.

Contacts

The Housing Standards Team are responsible for the administration of landlord licensing which includes:

- The handling of all licensing applications
- Providing landlords with advice and support on all aspects of landlord licensing
- Investigating complaints from tenants and members of the public in relation to landlord licensing

The team are available during office hours (8.30am-4.30pm Monday to Friday) to respond to queries from both landlords and members of the public.

You can contact the team in the following ways:

Telephone: 01287 612455,

E-mail: selective.licensing@redcar-cleveland.gov.uk

Post: Redcar & Cleveland Borough Council
Regeneration Directorate
Housing Services
Redcar & Cleveland House
Kirkleatham Street
Redcar
TS10 1RT

Face to face: To meet with a member of the team, please call us to arrange this. This service is available during office hours (8.30am - 4.30pm Monday to Friday). Meetings will usually take place at the Redcar & Cleveland House, Redcar. Home visits can be arranged in special circumstances.