

# Property Licensing

## A Guide to compliance

January 2020



Safe, sound, secure, property licensing

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# Glossary of Terms

## Basic Amenities

Basic amenities are defined as a toilet, personal washing facilities or kitchen and cooking facilities.

## Dwelling

A building or part of a building occupied or intended to be occupied as a separate dwelling

## Freeholder

Owns the freehold of a property which can include a building and other property or land.

In a block of flats, for example, the freeholder would own the land and the actual building. A leaseholder will own a flat within that property on a lease for a fixed length of time, but the freeholder will own the property outright. The freeholder is usually responsible for the repair and maintenance of the exterior and common parts of the building. At the end of the lease, the flat ownership reverts to the freeholder.

## House in Multiple Occupation (HMO)

The current definition of a house in multiple occupation can be found in section 254 and 257 of the Housing Act 2004. The definition covers many different types of properties. All the following types of property are HMO's

- An entire house or flat which is let to at least three tenants who form more than a single household and who share amenities.
- A house which has been converted entirely into bedsits or other non-self-contained accommodation which is let to at least three tenants who form more than a single household and who share amenities.
- A converted house which contains one or more flats which are not wholly self-contained (i.e. the flat does not contain within it a kitchen, bathroom and toilet) which is let to at least three tenants who form more than a single household and who share amenities.
- A converted house which contains one or more flats which are not wholly self-contained (i.e. the flat does not contain within it a kitchen, bathroom and toilet) which is let to at least three tenants who form more than a single household and who share amenities.
- A building which is converted entirely into self-contained flats if the conversion did not meet the standards of the 1991 Building Regulations and more than one-third of the flats are let on short-term tenancies.

- A converted block of flats if
  - a) building work undertaken in connection with the conversion did not comply with the appropriate building standards and still does not comply with them; and
  - b) less than two-thirds of the self-contained flats are owner-occupied.

## Household

A household is defined in the Act as being members of the same family living together including:

1. Couples married to each other or living together as husband and wife (or in an equivalent relationship in the case of persons of the same sex)
2. Relatives living together, including parents, grandparents, children (and step-children), grandchildren, brothers, sisters, uncles, aunts, nephews, nieces or cousins
3. Half-relatives will be treated as full relatives. A foster child living with his foster parent is treated as living in the same household as his foster parent.
4. Any domestic staff are also included in the household if they are living rent-free in accommodation provided by the person for whom they are working.
5. Where a person is receiving care and the carer occupies the same property

## Landlord

The owner or possessor of an estate in land or a rental property, who, in an exchange for rent, leases it to another individual known as the tenant.

## Leaseholder

A leaseholder is someone who owns a property on a lease, typically for 99, 125 or 999 years. The length of the lease decreases year by year until it eventually runs out.

A leaseholder is also called a tenant, but this should not be confused with short-term agreements (e.g. private rented tenancies).

## Unspent convictions

Under the Rehabilitation of Offenders Act 1974 criminal convictions can become “spent” and do not need to be disclosed after a rehabilitation period. The rehabilitation period varies depending on the sentence or order imposed by the Court, not the nature of the offence. Custodial sentences of more than two and a half years never become spent.

# What is Property Licensing?

The Housing Act 2004 provides councils with the power to introduce licensing of privately rented properties with the aim of improving conditions for local tenants and the surrounding community. In Newcastle we have designated an Additional Licensing Scheme and five Selective Licensing Scheme. This is in addition to the Mandatory HMO and Selective licensing scheme already in place, as introduced by Central Government.

## Why introduce Property Licensing?

We recognise that there are many good landlords in Newcastle. However, there are also many problems associated with some privately rented properties including; anti-social behaviour (ASB), vandalism and poor-quality rented housing. Irresponsible and unscrupulous landlords can also have a detrimental effect on the city and the private rented sector.

The City Council aims to encourage the best possible standards of property management and maintenance amongst private landlords, letting agents and managers of rented property. Newcastle City Council encourages all landlords to join up to good practices and management standards, in return the City Council offers a number of free advice and support services and works with those landlords to offer good quality and affordable accommodation to residents. By working in partnership, landlords can make an important contribution to efforts being made to improve the housing stock within Newcastle upon Tyne.

Property Licensing will give Newcastle City Council the power to make landlords accountable for the management of their property and tenants. It will encourage absentee or unprofessional landlords to use the services of an agent, or other appropriate person, to manage their property effectively.

## Key Outcomes of Property Licensing

The key outcomes from licensing will be to:

- Improve the quality and condition of private rented housing.
- Reduce ASB and crime levels.
- Protect and strengthen tenants' rights.
- Improve the health and wellbeing of tenants.
- Improve the reputation of Private Rented Sector supporting the economic growth of the City.

Licensing will also:

- Establish clear minimum management and property standards.



- Make Landlords and Agents more accountable.
- Improve the visual appearance of the neighbourhood by ensuring that privately rented properties are being maintained and kept in a good state of repair.
- Improve communication with landlords/agents.
- Make it easier to identify landlords for support or regulation.
- Empowers tenant to act where landlord/agents are failing to meet the required standards.
- Ensure that problems are resolved quicker for tenants and landlords
- Increase resources to manage the sector funded from fees raised.
- Reduce levels of complaints which draw on Council services.
- Increase efficiency and deliver wider services.
- Increase coordinated enforcement action with Police, HMRC, Border Force, etc.
- Raise the standard of tenants' behaviour; unacceptable behaviour will be dealt with consistently and appropriately.
- Work with other measures already taking place in the city to improve the general housing condition in the area.

## How long will the Licence Last?

Housing Act 2004 Section 68(4) provides that a licence may be granted for a maximum of 5 years. Licences will be granted for this period where landlords have been found to be compliant with previous licence conditions, maintained good property standards and demonstrated good management standards.

In certain circumstances licences may be granted for 1 year. This would occur if the Local Authority has evidence to suggest that there has been a;

- Failure to comply with the requirements of Property Licensing
- management arrangements or property conditions are not entirely satisfactory,
- where the Council has taken intervention against a landlord which does not warrant refusal to grant a licence,
- where concerns are raised by the police or other statutory enforcement agency,

## What happens if I fail to apply for a Licence?

It is your responsibility to ensure you have made a full and valid licence application.

It is a criminal offence to let a licensable property without applying for a licence. This may result in a criminal conviction and an unlimited fine, or a civil penalty of up to £30,000.

For any period where an unlicensed property is being privately rented, an application can be made to the First Tier Tribunal for a Rent Repayment Order. This could mean a landlord having to repay up to 12 months of rent.

In some cases, the Local Authority may also make an application for a management order and take over the management of your property.

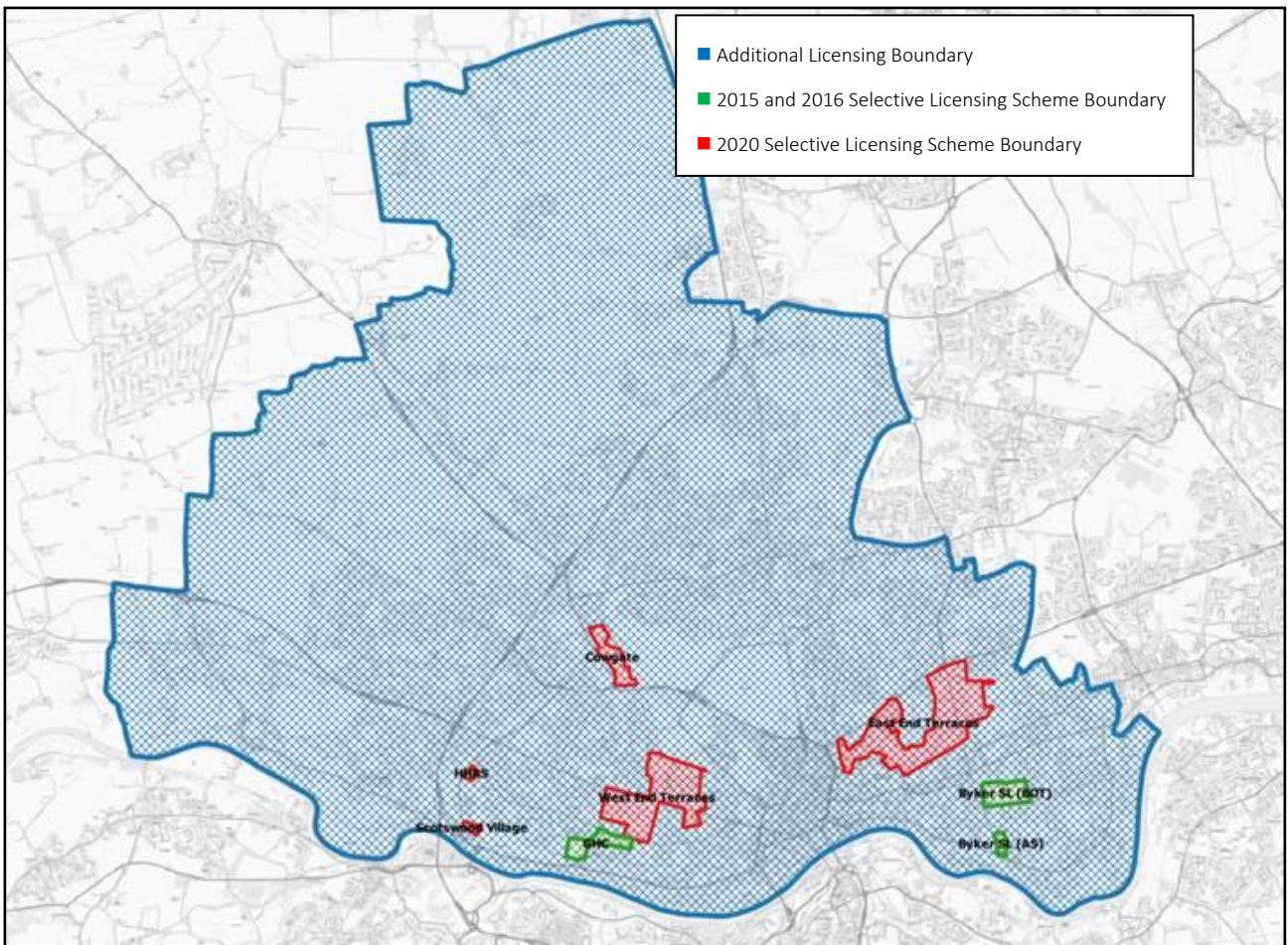
If you have been found guilty of more than two offences the Local Authority can also add you to the national Rogue Landlord Database or make an application to the First Tier Tribunal to make a Banning Order, banning you from involvement in ANY property management.

In addition, the s.21 possession proceedings cannot be taken whilst a property that is required to be licensed is not licensed and the council may make a Rent Repayment Order (RRO) for up to 12 months' rent.



# Properties affected by Licensing

All private rented properties within the designated Licensing areas are required to be licenced unless a temporary exemption notice (TEN), or an interim or final management order is in force.



Map 1 - Designated Additional and Selective Licensing Area

## Mandatory HMO and Additional licensing

The definition of an HMO covers many different types of properties. In order to be an HMO, the property must be used as the tenants' only or main residence. This includes properties let to students and migrant workers and also properties used as domestic refuges.

There are two types of licensing for HMO's

1. Mandatory Licensing
2. Additional licensing

## Mandatory Licensing

The mandatory HMO scheme applies to (Therefore,) all HMO's having 5 or more occupants living in 2 or more households who share facilities i.e. kitchen, bathroom. All such properties require a licence.

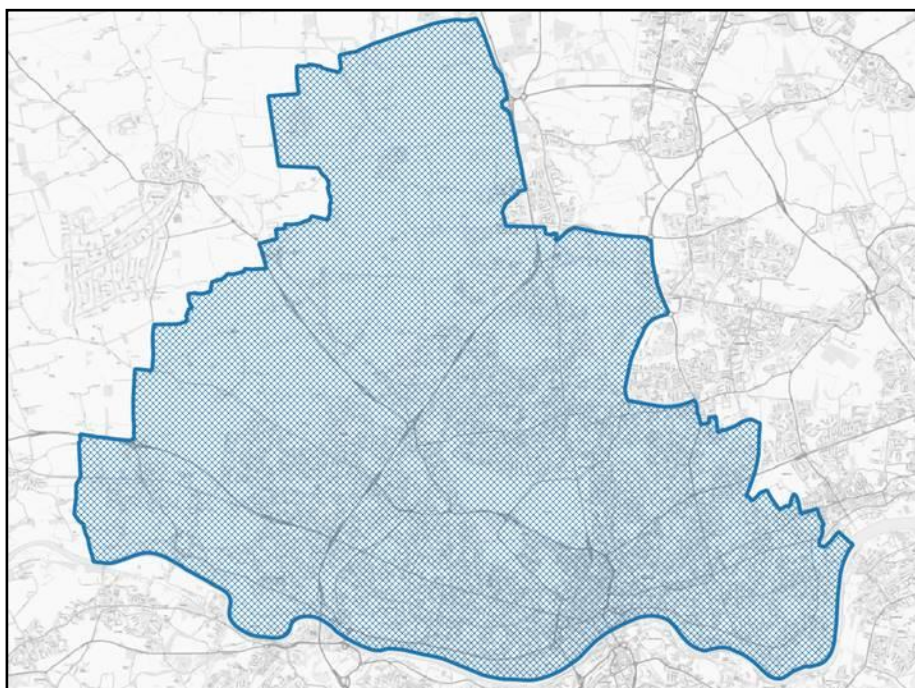
## Additional Licensing

As of 6<sup>th</sup> April 2020, all HMOs in Newcastle will require a licence. Therefore, any property which is occupied by 3 or more people in two or more households with shared basic amenities will require a licence. This includes "257 HMO's" (under section 257 of the Housing Act 2004) and purpose-built flats situated in a block comprising three or more self-contained flats.

## Exemptions

The legislation allows certain properties to be exempt from Mandatory and Additional HMO licensing. These properties include:

1. Buildings which are occupied entirely by freeholders or long leaseholders
2. Buildings which are owned or managed by a public body (such as the NHS or police), a local housing authority or a registered social landlord
3. A building where the residential accommodation is ancillary to the main use of the building, for example, religious buildings, conference centres etc



*Map 2 – Designated Additional Licensing Boundary*

## Selective Licensing

All private rented properties within a Selective Licensing Area require a licence unless otherwise exempt.

We currently have 2 designated Selective Licensing areas within Newcastle. These can be seen in Map 3. It is intended that these schemes will run their original designation.

- The High Cross designation is due to end on the 11<sup>th</sup> October 2020.
- The Byker Old Town designation is due to end on the 30 September 2021.

In addition to these two schemes we also have five new Selective Licensing areas which will commence on the 6<sup>th</sup> April 2020. These can be seen in Map 4.

## Exemptions

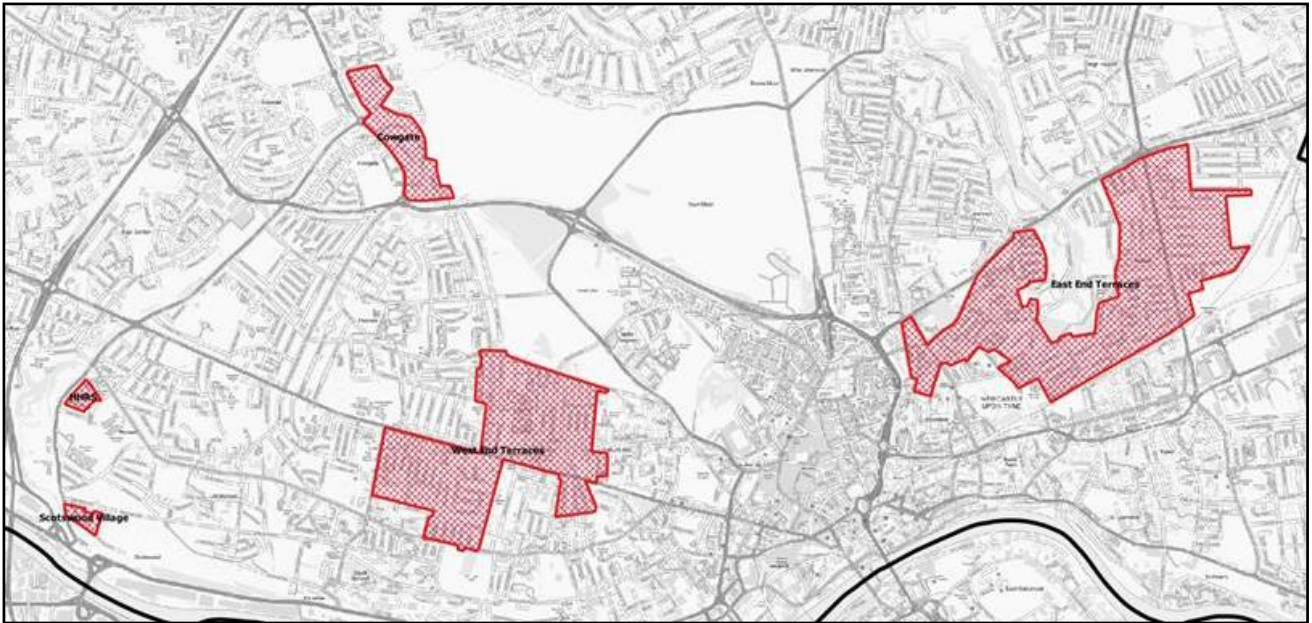
The legislation allows certain properties to be exempt from Selective licensing:

- Those managed or controlled by Registered Social Landlords or local housing authorities.
- Buildings regulated by other legislation.
- Holiday lets.
- Tenancies under a long lease.
- Business tenancies or where the council has taken action to close the property.
- Homes occupied by close relatives of the owner.



Map 3 - Current (2015 and 2016 designation) Selective Licensing Schemes

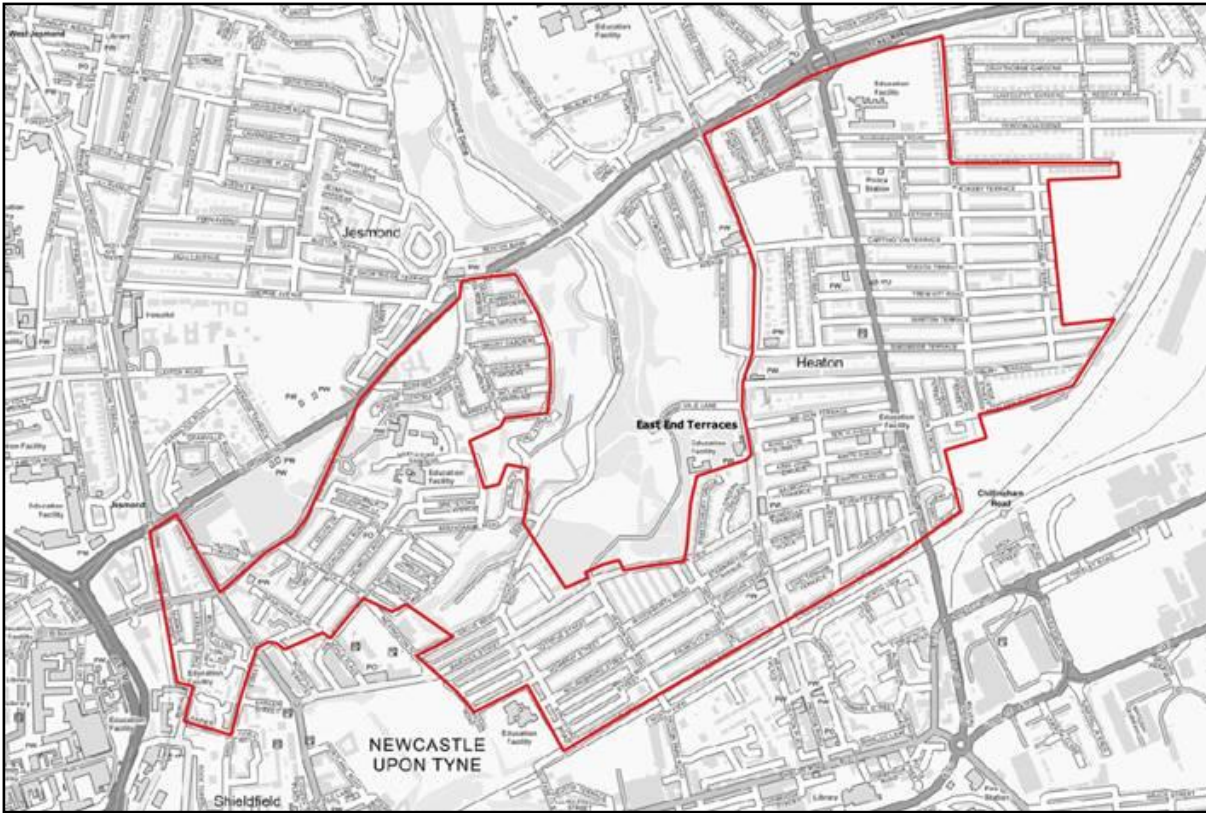




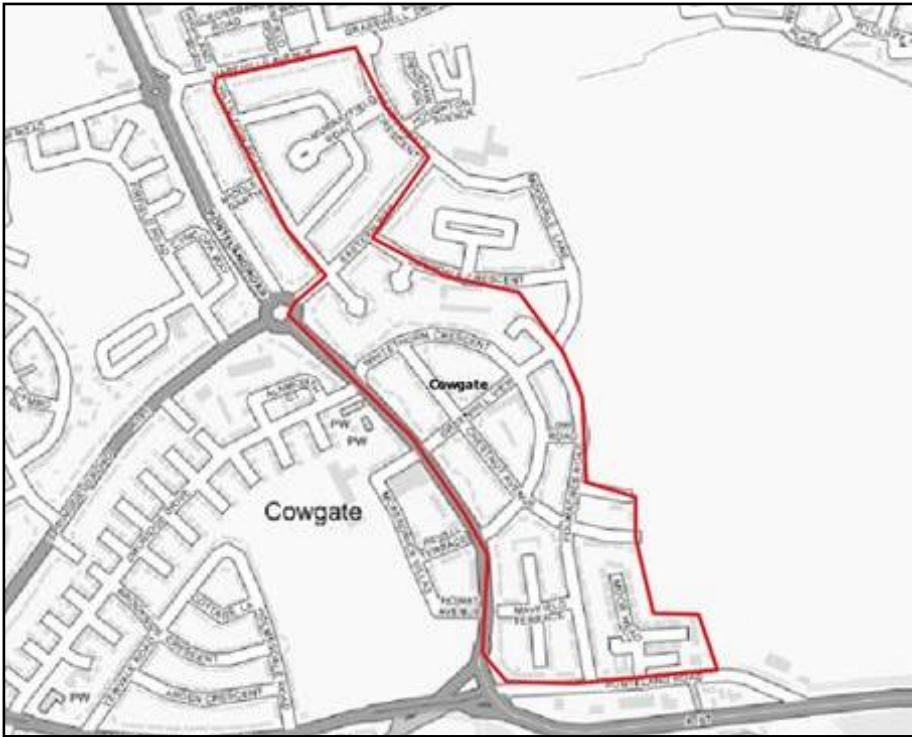
Map 4 – New (2020 Designation) Selective Licensing Boundaries



Map 5 - West End Terraces

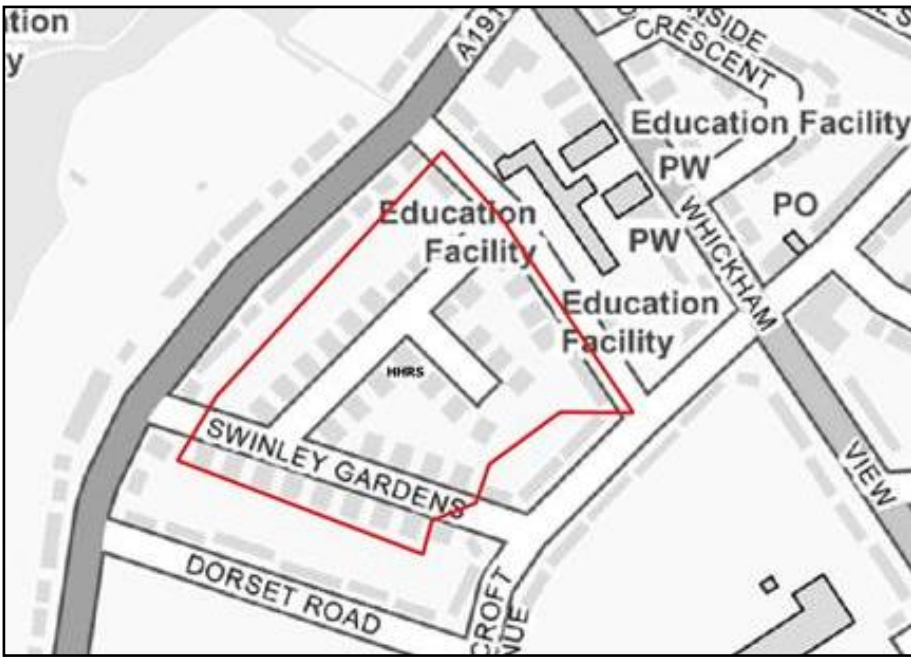


Map 6 - East End Terraces

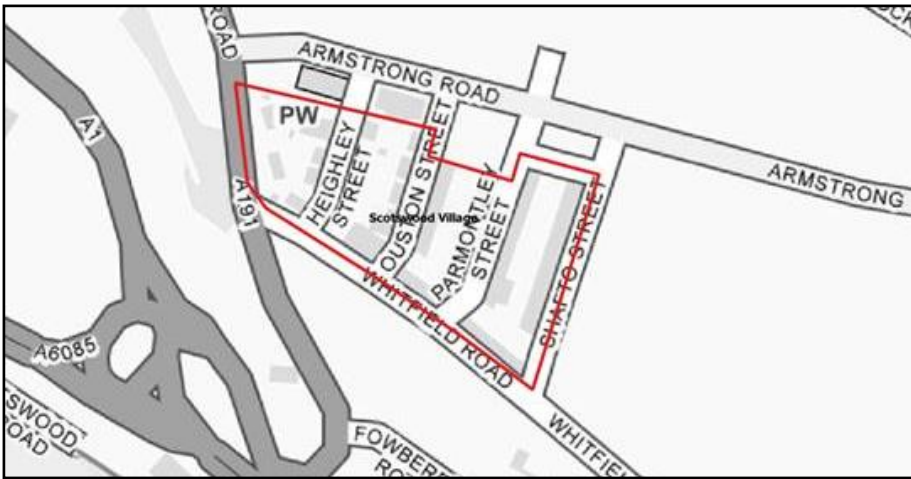


Map 7 - Cowgate





Map 8- HRS



Map 9 - Scotswood Village

# Applying for a licence

An application for an licence under can be made online at

<https://www.newcastle.gov.uk/services/environment-and-waste/environmental-health-and-pollution/private-sector-housing-5>.

It is the license holder and applicant's responsibility to ensure the application is completed fully and correctly.

All licenses are accompanied with licence conditions. The Council is required to include certain Mandatory conditions with the licence. We have also included further conditions which relate to housing and management standards.

## Documents required with an application for a licence

The following documents are required to be submitted as part of the online application.

1. Where gas is used in the house a current (within 12 months of the test date) Gas Safety Certificate (CP12) issued by a Gas Safe registered engineer.
2. A copy of the current electrical installation condition report. The report must be produced on the recognised form (British Standard 7671). The inspection must be carried out by an authorised competent person who is a member of an approved scheme (e.g. NICEIC or ECA).
3. A plan of the premises. This plan should be used to identify the bedrooms and the number and location of amenities within the house. It need not be to scale but should indicate room dimensions. It should also show the position of any smoke/heat detectors/alarms and any fire doors installed in the house.
4. A current (within 12 months) and satisfactory fire alarm test certificate for the premises carried out in accordance with the manufacturer's instructions, by a competent engineer, and in accordance with BS 5839.
5. An Energy Performance Certificate
6. Management Statement

## Who can apply for a licence and who should be the Proposed Licence Holder?

The proposed licence holder will preferably be the owner or if deemed to be more appropriate, a person designated by the owner, e.g. the managing agent. In determining a licence application, the council has a duty to grant a licence to the most appropriate person. This will normally be the owner or manager employed by the owner. At the very least, the council expects the licence holder to have the power to:



- let and terminate the tenancies;
- access all parts of the premises to the same extent as the owner; and
- authorise expenditure for emergency repairs.

Licenses are non-transferable. Should the licence holder change during the licence period a new licence application and fee will be required.

## Management Arrangements

The Council must be satisfied that the person proposed to be responsible for the management of the house has sufficient competency, and that the proposed management structures and funding arrangements are suitable.

The person(s) responsible for managing licensable property may be required to attend a suitable training course, approved by the local authority, to demonstrate their competency and knowledge of housing and tenancy related matters.

## Management Statement

The intended licence holder must provide evidence of the arrangements for the proper management of the property. To satisfy this requirement the applicant must provide a statement detailing arrangements which cover the following matters:

1. The periodic inspection of the property, both internally and externally, to identify where repair or maintenance is needed and the measures which will be taken to respond to problems identified.
2. Planned maintenance programmes.
3. Measures to prevent or reduce anti-social behaviour by persons occupying or visiting the property.
4. Dealing with anti-social behaviour practised by the occupants or persons visiting the property.
5. The enforcement of the tenancy agreement when appropriate.
6. Tenants to report defects, including emergencies and tenancy issues.
7. Providing instructions to tenants and any employees which detail actions to be taken in the event of a fire, including the means of escape.
8. Informing tenants of their duties and responsibilities not to frustrate the efforts of the landlord in complying with conditions of the licence and to allow access at all reasonable times to enable compliance.
9. Written information provided to tenants on arrangements for the storage and disposal of waste to include specific detail about bins, collection days and information about the disposal of bulky items such as furniture

## Fit and Proper Person

The most appropriate person must also be confirmed as a 'fit and proper person'. In deciding whether the proposed licence holder or proposed manager is a fit and proper person the Council must take into account circumstances which may compromise the welfare of the tenants and the good management of the property. It must consider amongst other things:

- Any previous convictions relating to violence, sexual offences, drugs, fraud or other dishonesty.
- Whether the person has contravened laws relating to housing or landlord and tenant issues.
- Whether the person has been found guilty of unlawful discrimination of any kind in connection with the running of a business.
- Whether the person has previously managed a licensed property and has infringed any Approved Code of Practice or been refused a licence.
- If the proposed licence holder resides outside the UK.
- Inadequate financial resources.

To enable the Council to determine whether the proposed licence holder or manager is a suitable person they must demonstrate

- Experience of managing rented accommodation
- If they are accredited
- Procedures in place to check for and manage anti-social behaviour
- Adequate financial means to manage the property

They must also advise if they have:

- any unspent convictions
- been found by a court or tribunal to have been involved with any unlawful discrimination on grounds of sex; colour; race, disability, ethnic or national origins
- had a judgement made against them relating to housing, public health, environmental health, or landlord and tenant law?
- In the last 5 years been in control of a property that was subject to a management order
- In the last 5 years been refused a licence or breached conditions of a licence

Owners and managers who are not the intended licence holder may also be required to meet the fit and proper person test.

## Temporary Exemption Notice (TEN)

Some properties may be eligible for a Temporary Exemption Notice (TEN) if steps are in progress to change the occupancy of the property from a private rented property e.g. if the property is being sold for owner occupation. If you believe you may be eligible for a TEN, please contact the Property Licensing team who will be able to advise accordingly.

An application for a TEN can be made by emailing [propertylicensing@newcastle.gov.uk](mailto:propertylicensing@newcastle.gov.uk). Your email should include detailed information on why you believe the property is eligible for a TEN.

## Fees and Charges

The licence fee will be split into 2 parts. This is broken down in the tables below. As part of the online application process Licence applicants will be asked to make a part A payment when the application is submitted. They will also be asked to give Continuous Payment Authority (CPA) to allow us to take a future Part B payment if the application is approved.

| <b>Selective Licence Fee</b>              |             |
|---|-------------|
| Part A element (application & processing) | £175        |
| Part B element (enforcement)              | £475        |
| <b>Total licence fee</b>                  | <b>£650</b> |

| <b>Additional and Mandatory HMO Licence</b> |             |
|---|-------------|
| Part A element (application & processing)   | £220        |
| Part B element (enforcement)                | £530        |
| <b>Total Licence Fee</b>                    | <b>£750</b> |

| <b>Mandatory HMO Licence Renewal</b> |             |
|--------------------------------------|-------------|
| <b>Total Licence Fee</b>             | <b>£575</b> |

| Other Fees and Charges   |     |
|--|-----|
| Temporary Exemption Notice (TEN)   | £0  |
| Variation of an existing licence e.g. change of address, mortgagee etc   | £0  |
| New Licence to change of licence holder to a new manager who is the most appropriate person to hold the licence. The property owner remains the same | £80 |

## Block Licence

It is possible for a Selective Licence to relate to more than one separate dwelling (e.g. flat) in the same building (i.e. a Block Licence). It is however envisaged that in most circumstances each separate dwelling within a building will have its own individual licence.

The Following conditions must be met in order for the Council to grant a 'block licence'

- Each of the dwellings are separate dwellings (usually self-contained flats), which are contiguous to one another in the same building; and
- Each of the dwellings are occupied under non "exempt tenancies"; and
- Each of the dwellings are within common ownership and management control.

Should there be a change in circumstances once a 'block licence' is granted the licence will be revoked and an application for a new licence will be required reflecting the new 'house'. For example, fewer dwellings within the building than specified within the licence.

It is the choice of the licence holder whether to apply for an individual licence for each dwelling, or to apply for a 'block licence'. There are certain benefits to each dwelling having its own specific licence and this should be considered prior to an application being made for a 'block licence'.

For landlords who own two or more individually licensed dwellings in the same building, an individual Property Licence (as opposed to an 'block licence') will mean that:

- A dwelling may be sold without affecting the licence[s] granted in respect of any other dwellings in the building;
- A dwelling may be let on an exempt tenancy without affecting the licence[s] granted in respect of any other dwellings in the building;
- A dwelling may be left vacant [for example, to allow major refurbishment] without affecting the licence[s] granted in respect of any other dwellings in the building;
- Enforcement action may be more proportionate, targeted on the individual, non-

compliant dwelling, without affecting the licences granted in respect of other dwellings in the building. This includes cases where, for example, the Council considers it necessary to serve a Prohibition Order to preclude the use of an individual dwelling for human habitation or where it has identified planning breaches in relation to an individual dwelling.

| <b>Block Selective Licence Fee</b>        |      |
|---|------|
| Part A element (application & processing) |      |
| Standard Fee                              | £175 |
| Per dwelling                              | £100 |
| Part B element (enforcement)              |      |
| Standard fee                              | £475 |
| Per dwelling                              | £475 |

| <b>Block Licence Worked Example - One building containing 15 separate flats</b> |            |
|---|------------|
| Part A element (application & processing)                                       |            |
| Standard Fee  | £175       |
| Per flat  | £100 (x15) |
| Total   | £1675      |
| Part B element (enforcement)  |            |
| Standard fee  | £475       |
| Per flat  | £475 (x15) |
| Total   | £7600      |
| Total Fee   | £9275      |

## Can I be refused a licence?

Yes. A licence may be refused if

1. we believe you do not meet the fit and proper person test,
2. we have reason to believe you are not the most suitable person to hold the licence.
3. where the management arrangements for the property are not satisfactory
4. where the property is not reasonably suitable for occupation

In such cases a proposal to refuse the application will be referred to a Committee comprising members of the Council's Executive. If the proposal to refuse the licence is upheld by the licensing committee this may result in making an Interim Management Order (IMO). This will transfer the management of the property to the council.

## Right of Appeal

If a landlord feels that the council has made a decision that is unfair, they should contact us so that we can explain the reasons for the decision. You can do this by contacting us

**By email:** [propertylicensing@newcastle.gov.uk](mailto:propertylicensing@newcastle.gov.uk)

**By phone:** 0191 211 6102

If the landlord still feels that the council has acted unfairly the landlord can appeal to the First-tier Tribunal (Property Chamber) (FTT) using the contact details below. The FTT is an expert, independent tribunal that act in the same way as the County Court to confirm, vary or overturn the council's decision. More information on the appeal process can be found at [www.gov.uk](http://www.gov.uk).

## FTT Northern region

HM Courts & Tribunals Service, First-tier Tribunal (Property Chamber) Residential Property, 1<sup>st</sup> Floor, Piccadilly Exchange, Piccadilly Plaza, Manchester, M1 4AH. Email [rpnorthern@justice.gov.uk](mailto:rpnorthern@justice.gov.uk), Telephone 01612379491, Fax 01264785128.

# Property Licensing Conditions

Once the licence is issued certain conditions will be attached. Those conditions must be complied with in order to retain the licence. Breach of a licence condition may result in a Civil Penalty of up to £30,000 or a Criminal conviction with a fine of up to £5,000. Breach of a licence condition may also result in revocation of the licence.

The licence and any conditions attached to it must be displayed in a prominent location at the property. It is the responsibility of the licence holder to comply with all licence conditions.

Within five working days of relevant circumstances arising the licence holder must notify the Property Licensing Team of such changes which may affect their suitability to remain as the licensee. Changes in ownership or management arrangements and address changes must also be notified.

Following a change in management arrangements a signed copy of the new managing agent contract must be submitted with 14 days.

The Property Licensing team must be informed within 14 working days of the commencement of a new tenancy together with tenant details including family name, number of occupants and where known dates of birth.

If the licensed property becomes vacant during the licence period, the licence holder must inform the Council within five working days. All reasonable measures must be taken to ensure that the property is secured against unauthorised entry when the property is not tenanted.

## Property Licence Conditions

The licence holder and the manager together with any person who has agreed to be bound by the licence conditions must comply with these conditions.

### Permitted Occupation

1. A new resident must not be permitted to occupy the house or any part of the house if that occupation:
  - Exceeds the maximum permitted number of persons for the house as detailed in the schedule of permitted occupation below
  - Exceeds the maximum permitted number of households for the house as detailed in the schedule of permitted occupation below
  - Exceeds the maximum permitted number of persons for any letting as detailed in the schedule of permitted occupation below
2. A new resident means a person who was not an occupier of the house and/or the specific room at the date of the issue of the licence



3. If gas is supplied to the house, produce to the local housing authority annually a gas safety certificate obtained in respect of the house within the last 12 months
4. Keep electrical appliances and furniture made available in the house in a safe condition.
  - Supply to the authority, on demand, with a declaration as to the safety of such appliances and furniture.
5. Ensure that a smoke alarm is installed on each storey of the house on which there is a room used wholly or partly as living accommodation, (including a bathroom or a lavatory).
  - keep each such alarm(s) in proper working order.
  - supply the authority, on demand, with a declaration as to the condition and positioning of such alarms.
6. Ensure that a carbon monoxide alarm is installed in any room in the house (including a hall or landing) which is used wholly or partly as living accommodation (including a bathroom or a lavatory, hall or landing) and contains a solid fuel burning combustion appliance
  - Keep any such alarm in proper working order.
  - supply the authority, on demand, with a declaration by him as to the condition and positioning of any such alarm.
7. Supply all occupants of the property with a written statement of the terms under which they occupy it.
8. Demand references from persons who wish to occupy the house before entering into any tenancy, licence or other agreement. The reference must be kept for the duration of the licence.

## Property Management

9. Ensure that inspections of the property are carried at least every 6 months to identify any problems relating to the condition and management of the property. The records of such inspections should include details of who did the inspection, the date, and any issues raised and then kept for the duration of the licence. In the event a payment of rent is missed, a visit must be made to the property no later than one month from the date the payment was due, to ensure that the property is secure and has not been abandoned.
10. Ensure that any complaint made in writing about disrepair or pest infestation is actioned and any necessary works carried out. As far as is reasonably practical, emergency works required to protect the security of the property should be carried out within 24 hours. Ensure that all repairs to the house or any installations, facilities or equipment within it are to be carried out by competent and reputable persons and that they are completed to a reasonable standard.

11. If the Authority has reasonable grounds for believing the electrical installation may need repair or upgrading it may demand a Periodic Electrical Report carried out by a suitably qualified electrical contractor who must be registered/member of an approved body such as NICEIC, NAPIT, etc. or registered to undertake electrical works in accordance with Part P of the Building Regulations. This report must be no more than 5 years old and deem the electrical installation to be in at least a satisfactory condition.
12. Ensure the fire detection system is tested and maintained in accordance with manufacturer's instructions and BS 5839-6:2019.
13. Ensure, as far as is reasonably practical:
  - The exterior of the house is maintained in a reasonable decorative order and in reasonable repair.
  - All outbuildings, yards, forecourts and gardens surrounding the house are maintained, in repair and kept in a clean, tidy and safe condition and free from infestations.
14. Ensure that the Authority is informed in writing, within 14 days, the following changes:
  - Any change in ownership or management of the property
  - Any change in the licence holder or management contact details
15. Ensure that all monies in respect of the licence fee are paid to the Council within 28 days of a licence being issued.
16. The property must have an EPC certificate with a minimum E rating for energy efficiency. If a rating of E or above is not possible, a valid exemption must be registered. The Licence Holder must ensure that all such tenants are provided with a copy of the EPC and that the Authority is provided with a copy of the same on demand

## Tenancy Management

17. Ensure tenants are provided with
  - A copy of the licence and conditions
  - Written information about arrangements in place to deal with repair issues and emergencies should they arise, including name of the licence holder or managing agent with contact details (include an emergency contact telephone number) and the expected timescales for a response.
  - Written information on arrangements for the storage and disposal of waste to include specific detail about bins, collection days and information about the disposal of bulky items such as furniture.
  - Copies of manuals/instructions for installations and equipment provided including any burglar alarm.
  - Copies of the gas and electrical safety certificates and the EPC

18. Ensure that the tenants right to quiet enjoyment of the property is respected. If entry is required to the property, the tenant should receive at least 24 hours' notice in writing explaining why the entry is required.
19. The licence holder shall protect any deposit taken under an assured short hold tenancy by placing it in a statutory tenancy deposit scheme. The tenant must be given prescribed information about the scheme being used at a time when the deposit is taken.

### Managing anti-social behaviour (ASB)

20. Take all reasonable and practicable steps for preventing and dealing effectively with anti-social behaviour, including ensuring that any future written statement of the terms and conditions on which the house is occupied contains a clause holding the occupants responsible for any anti-social behaviour by themselves and/or their visitors. The Licence Holder must ensure that all occupants are aware of the existence of this clause.
21. The Licence Holder and/or his manager are required to undertake an incremental process of investigation of any complaints which have been made either directly to them, or via the Local Authority, regarding their occupiers. For the purposes of these conditions, anti-social behaviour is taken to comprise behaviour by the occupants of the house and/or their visitors, which causes or is likely to cause harassment, alarm, distress, nuisance or annoyance to other occupants of the house, to anyone who visits the house, including communal areas, or to persons residing in, visiting or working in the locality of the house.
22. Copies of warning letters sent / notices of seeking possession served on the tenants of the property for breaching tenancy agreements and causing anti-social behaviour should be kept for the duration of the licence.
23. The Licence Holder must have written, detailed, tenancy management arrangements in place to prevent or reduce anti-social behaviour by persons occupying or visiting the property.
24. If the licence holder or agent has reason to believe that the ASB involves criminal behaviour, they shall ensure the appropriate authorities are informed.
25. Where the licence holder is specifically invited, they should attend any case conferences or multi-agency meetings arranged the Council or the Police.

### Fit and proper persons - licence holders and managing agents

26. The Licence Holder and his managing agent must inform the licensing team of the authority within 7 days of any changes in their circumstances as follows:
  - Details of any unspent convictions not previously disclosed to the Local Authority that may be relevant to the Licence Holder and/or the property manager and their fit and proper person status and in particular any such conviction in respect of any offence involving fraud or dishonesty, or violence or drugs or any offence listed in Schedule 3 to the Sexual Offences Act 2003;
  - Details of any finding by a court or tribunal against the Licence Holder

and /or the manager that he/she has practiced unlawful discrimination on grounds of sex, colour, race, ethnic or national origin or disability in, or in connection with, the carrying on of any business;

- Details of any contravention on the part of the Licence Holder or manager of any provision of any enactment relating to housing, public health, environmental health or landlord and tenant law which led to civil or criminal proceedings resulting in a judgment or finding being made against him/her;
- Information about any property the Licence Holder or manager owns or manages or has owned or managed which has been the subject of a control order under section 379 of the Housing Act 1985 in the five years preceding the date of the application; or any appropriate enforcement action described in section 5(2) of the Act;
- Information about any property the Licence Holder or manager owns or manages or has owned or managed for which a local housing authority has refused to grant a licence under Part 2 or 3 of the Act, or has revoked a licence in consequence of the Licence Holder breaching the conditions of his/her licence;
- Information about any property the Licence Holder or manager owns or manages or has owned or managed that has been the subject of an interim or final management order under the Housing Act 2004;

## Specific Additional and Mandatory HMO Licence Conditions

1. Ensure that the floor area of any room in the HMO used as sleeping accommodation by one person aged over 10 years is not less than 6.51 square metres.
2. Ensure that the floor area of any room in the HMO used as sleeping accommodation by two persons aged over 10 years is not less than 10.22 square metres.
3. Ensure that the floor area of any room in the HMO used as sleeping accommodation by one person aged under 10 years is not less than 4.64 square metres.
4. Ensure that any room in the HMO with a floor area of less than 4.64 square metres is not used as sleeping accommodation.
5. Where any room in the HMO is used as sleeping accommodation by persons aged over 10 years only, it is not used as such by more than the maximum number of persons aged over 10 years specified in the licence.
6. Where any room in the HMO is used as sleeping accommodation by persons aged under 10 years only, it is not used as such by more than the maximum number of persons aged under 10 years specified in the licence
7. Where any room in the HMO is used as sleeping accommodation by persons aged over 10 years and persons aged under 10 years, it is not used as such by more than the

maximum number of persons aged over 10 years specified in the licence and the maximum number of persons aged under 10 years so specified

8. The licence holder will be required to rectify any the breach within a specified period if:
9. Any of the conditions imposed pursuant to conditions 6. or 7. have been breached in relation to the HMO
10. The licence holder has not knowingly permitted the breach, and
11. The local housing authority have notified the licence holder of the breach,
12. The specified period means the period, of not more than 18 months beginning with the date of the notification, which is specified in the notification
13. The licence holder must notify the local housing authority of any room in the HMO with a floor area of less than 4.64 square metres.
14. Ensure that there are suitable refuse storage facilities provided and they should give written information to the tenants on arrangements for the storage and disposal of waste to include specific detail about bins, collection days and information about the disposal of bulky items such as furniture.
15. No refuse shall be kept in the front or rear garden or yard other than in an approved storage container for that purpose
16. Ensure that the Authority is informed in writing, within 14 days of any proposed change to the construction, layout or amenity provision of the house that would affect the licence or the licence conditions.

## Notes

“Authority” refers to the local housing authority, namely Newcastle City Council.

All records referred to in the conditions must be provided to the Authority on demand within 28 days.

# Property Management

As well as the requirements below, to ensure that the property is being properly managed it must be free from category 1 hazards as defined under the Housing Act 2004. It will also need to comply with all other Housing and Public Health legislation. More information on Housing Health and Safety Rating System (HHSRS) can be found [here](#).

## Fire Precautions

In circumstances where construction standards are poor, properties have an unusual layout, travel distances are excessive, or occupants are considered 'high risk' then additional measures to those detailed below may be required.

In bedsits, properties of more than 4 storeys, or those housing 'high risk' occupants, individual consideration by Newcastle City Council and Tyne and Wear Fire and Rescue Services will be required.

### General principles.

#### BEST PRACTICE

Polystyrene ceiling and wall tiles shall not be permitted.

1. Escape routes must be kept free of obstructions and combustible materials at all times.
2. Emergency lighting to be provided if escape route is long, complex or lacks sufficient borrowed light. This must comply with the recommendations of BS 5266, Part 1 current edition.
3. All smoke and heat detectors must be hard-wired, interlinked and comply with the recommendations of BS 5839, Part 1 or 6, current edition.
4. Unoccupied basements to be covered by the interlinked fire detection system as detailed above.
5. Final exit door(s) to lead to a place of safety and to be openable from the inside without the use of a key (excluding Selective Licensing).
6. Any locks fitted to bedroom doors are to be openable from the inside without the use of a key.
7. Habitable inner rooms will only be acceptable on a floor not more than 4.5m above ground level (first floor level) subject to general requirements laid out in LACORS guidance and Building Regulations Approved Document B.
8. Escape windows to comply with the requirements laid down in LACORS guidance and Building Regulations Approved Document B.

9. Landlord or agent to provide adequate fire safety instructions for residents at commencement of tenancy and where necessary to any employees.

Compliance with these standards does not negate the requirement to carry out a suitable and sufficient fire safety risk assessment as required by the Regulatory Reform (Fire Safety) Order 2005. Reference the FSO Sleeping Accommodation Guide and ISBN

Further guidance can be sought from Purpose Build Block of Flats (ISBN) and Specialized Housing Guide (ISBN) to assist in conducting your Fire Risk Assessment.

## Requirements for 1 and 2 storey properties.

### Fire detection

Grade D, LD2 system i.e. hard-wired smoke detectors on the escape route on all levels, in any unoccupied basement, and a heat detector in the kitchen.

In HMO's a hard-wired smoke detector is also required in communal risk rooms (e.g. living room),

### Escape route

No requirement for full 30-minute protected route. Escape route walls should be of sound traditional construction and not pass through any risk rooms

In HMO's 30 minutes of fire separation, including fire doors, is required from all communal risk rooms leading on to the means of escape. Any cupboards on the means of escape used to store combustible materials, or housing gas or electricity meters to offer 30 minutes of fire resistance to the means of escape. Alternatively, where such cupboards do not contain gas or electricity meters and do not meet the required fire safety standard, combustible materials should be removed, and the cupboard screwed, or locked shut.

### Fire separation

30 minutes fire separation required between any unoccupied basement and the ground floor, including a 30-minute fire door fitted at the head of the basement stairs, where basement is used to store combustible materials and/or houses gas or electricity meters. However, relaxed standards to apply where basement is free of combustible materials, well managed and only accessible by the landlord.



## Requirements for 3 or more storey properties

### Selective Licensing

LD2 coverage: a system incorporating hard-wired smoke detectors in all circulation spaces that form part of the escape routes from the dwelling and in all rooms or areas that present a high fire risk to occupants. A hard-wired heat detector is to be provide in the kitchen.

### Mandatory and Additional licensing HMO's

#### Fire detection

LD1 coverage: a system installed throughout the dwelling incorporating hard-wired smoke detectors in all circulation spaces that form part of the escape routes from the dwelling, and in all rooms and areas in which fire might start. A hard-wired heat detector in the kitchen.

#### Fire separation

A 30-minute protected escape route is required; all doors and walls from risk rooms (including rooms containing gas burning appliances) leading onto or forming part of the means of escape shall provide 30 minutes of fire resistance. 30 minutes fire separation required between any unoccupied basement and the ground floor, including a 30-minute fire door fitted at the head of the basement stairs.

Where glazing panels are fitted in or above doors or in walls, they must be capable of providing at least the same fire resistance as the surrounding material.

### Fire Doors

Where required fire doors must provide 30 minutes of fire resistance. Each fire door set must comprise of a 30-minute fire door hung on three high melt point hinges and fitted with intumescent strips and cold smoke seals (fire doors fitted to the kitchen and cupboards on the means of escape must be fitted with intumescent strips only). All fire doors must fit correctly into the doorframe and be fitted with a closer that is adequate for the size and weight of the door, adjusted to ensure that the door closes smoothly and quietly into the rebate of the doorframe overcoming an appropriate latching device). All locks and latches must be sleeved in intumescent material.

Following a decision made at the First Tier Tribunal, Envirograph (or Similar) products will not be accepted to upgrade traditional doors to make them 30-minute fire resistant. Any such doors will need to be replaced, as required, with suitable fire doors.

|  | Single Level | 2 Storeys | 3 Storeys and above |
|--|--------------|-----------|---------------------|
| Kitchen  | No *         | No*       | Yes                 |
| Living room(s)   | No           | No        | Yes                 |
| Bedrooms   | No           | No        | Yes                 |
| Cupboards opening onto the escape route housing gas or electricity meters or combustible materials         | No           | No        | Yes                 |
| Other rooms opening onto the escape route and containing gas burning appliances                            | No           | No        | Yes                 |
| Occupied basements<br>(where there are gas or electricity meters, and/or storage of combustible materials) | Yes          | Yes       | Yes                 |
| Front entrance door from common hall/staircase   | Yes          | Yes       | Yes                 |

\*If the kitchen opens directly onto the means of escape for any of the occupiers then a fire door must be provided to the kitchen rather than the lounge.

\*Except when the property is occupied as an HMO.

## Furniture and Furnishings

The licence holder must ensure that ALL furniture supplied by the landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended. All new furniture must carry a permanent label describing the fire resistance of all the materials used. Unless a clause is included within the tenancy agreement this does not apply to furniture provided by the tenant. Provision of furnishings and fittings which do not comply with the above regulations will be referred to Trading Standards and may result in legal action being taken against the owner, managing agent, and/or licence holder.

## Space Standards

When deciding whether to grant a licence the Council must be satisfied that the property is reasonably suitable for occupation by the maximum permitted number of households or persons. When deciding these issues, the Council will have regard to these standards.

The calculation of room size only takes into consideration that part of the room where the ceiling height is greater than 1.5m and only takes account of useable space.

| <b>Property with communal lounge (excluding kitchen)</b>                       | <b>Minimum bedroom size</b>             |
|--|---|
| Bedroom for 1 person   | 6.51 m <sup>2</sup>                     |
| Bedroom for 2 people   | 10.22 m <sup>2</sup>                    |
| Bedroom for under 10yrs of age (Let in connection with one of the rooms above) | 4.64 m <sup>2</sup> -6.5 m <sup>2</sup> |

| <b>Property without communal lounge</b> | <b>Minimum bedroom size</b> |
|---|-----------------------------|
| Bedroom for 1 person                    | 10.0 m <sup>2</sup>         |
| Bedroom for 2 people                    | 15.0 m <sup>2</sup>         |

| <b>Letting contains cooking facilities</b> | <b>Minimum bedroom size</b> |
|--|-----------------------------|
| Bedroom for 1 person                       | 13 m <sup>2</sup>           |
| Bedroom for 2 persons                      | 18.6 m <sup>2</sup>         |

All rooms used for sleeping accommodation must have natural ventilation, natural lighting and an unobstructed outlook. They must also be capable of accommodating:

1. a bed
2. a wardrobe (unless there is a built-in wardrobe or cupboard of adequate size)
3. a chest of drawers

## **Energy Efficiency**

All rented properties are required to have a valid Energy Performance Certificate [EPC].

As of the 1<sup>st</sup> April 2018 all new tenancies are required to have an EPC rating of E or above. This extends to all tenancies from the 1<sup>st</sup> April 2020. As of these dates if your property has an EPC rating of F or G, works will be required to bring the property up to a rating of E or above. A new

EPC certificate will also be required to demonstrate compliance. More information on these changes can be found [here](#).

All habitable rooms must be provided with adequate and suitable fixed space heating appliances or a controllable central heating system. If a hot water cylinder forms part of the heating system, it must be properly lagged with a suitable jacket. All hot water pipes must also be lagged.

### BEST PRACTICE

The property should have at least two of the following energy efficiency measures:

- Double glazing
- Energy efficient central heating boiler.
- Cavity wall insulation
- Draught-proofing
- Radiator thermostats
- Low energy light bulbs throughout.

## Space Heating

Space heating must be provided in each unit of accommodation (i.e. bedrooms and common rooms). It must be sufficient to protect the occupiers from excess cold and controllable enough to protect them from excess heat. Where central heating is not installed other adequate, appropriate, affordable, programmable, controllable and efficient heating sources must be provided. The property should be free from category 1 hazards as defined under the Housing Act 2004.

The following temperatures should be capable of being reached and maintained for each room as specified;

| Room                     | Temperature |
|--------------------------|-------------|
| Bedrooms only            | 18°C        |
| Living /Dining Room      | 21°C        |
| Study                    | 21°C        |
| Bathroom with WC         | 22°C        |
| Kitchens and separate WC | 18°C        |

|                   |      |
|-------------------|------|
| Dining Kitchens   | 21°C |
| Circulation areas | 16°C |

## Kitchen Facilities

There must be a kitchen, suitably located in relation to the living accommodation, having a suitable layout and size and equipped with adequate facilities so as to allow the safe and hygienic storage, preparation and cooking of food.

The kitchen must be equipped with the following equipment, which must be fit for the purpose and supplied in a sufficient quantity for the number of those sharing the facilities.

- Sink(s) with draining boards;
- An adequate supply of cold and constant hot water to each sink supplied;
- Installations or equipment for the cooking of food;
- Electrical sockets;
- Worktops for the preparation of food;
- Cupboards for the storage of food or kitchen and cooking utensils;
- Refrigerators with an adequate freezer compartment (or, where the freezer compartment is not adequate, adequate separate freezers);
- Appropriate refuse disposal facilities; and
- Extractor fans.

### BEST PRACTICE

An adequate fixed work surface for the preparation of food, being non-absorbent and capable of being easily cleaned.

Walls adjacent to preparation and cooking area that are capable of being easily cleaned.

All units and any appliances provided must be in good repair and in good working order.

An openable window should be present. In properties with an increased risk, or evidence of condensation suitable means of mechanical extract ventilation should also be present.

Electrical sockets to facilitate the use of each fixed appliance. There must also be an adequate number of additional sockets.

Adequate storage space should be provided. Within shared properties a minimum of 600mm cabinet per person should be provided.

For up to 6 persons the kitchen or kitchen area should have a usable floor area (measured wall to wall, including space occupied by units/cabinets) of at least 7.0m<sup>2</sup>. For each occupant in excess of 6 an additional 1.0m<sup>2</sup> per person is required up to a maximum of 13.0m<sup>2</sup>.

| Number of occupiers | Minimum Kitchen Facilities Required   |
|---------------------|---|
| 1 – 6 persons       | 1 gas or electric cooker with a minimum of 4 burners/rings, grill and oven<br>1 sink with a draining board and<br>Fridge(s) with a total capacity of 150 litres<br>Separate freezer OR equivalent size fridge/freezer<br>1.5 linear meters of workbench next to cooking facilities  |
| 7 – 12 persons      | 1 gas or electric cooker with a minimum of 4 burners/rings, grill and oven plus 1 microwave <u>OR</u> 2 gas or electric cookers each with a minimum of 4 burners/rings, grill and oven cookers.<br>1 sink with a draining board and 1 dishwasher <u>OR</u> 2 sinks<br>Fridge(s) with a total capacity of 170 litres plus 20 litres per person in excess of 7 persons.<br>Separate freezer(s) OR equivalent size fridge/freezer<br>3 linear meters of workbench next to cooking facilities |
| 12+ persons         | Where there are more than 12 persons an additional oven, grill and 4 burner hob and kettle must be provided   |
| Bedsit              | Cooking - two burner hob, an oven, grill and kettle.<br>Refrigerator with a minimum capacity of 40 litres, together with a freezer compartment.<br>Suitably sized sink and drainer.<br>Food Preparation - a worktop or table of suitable material at least 500mm x 1000mm.  |

## Bathing and Toilet Facilities

1. The facility must allow for privacy

2. All baths, showers and wash hand basins must be equipped with taps providing an adequate supply of cold and constant hot water.
3. All bathrooms must be suitable and adequately heated and ventilated
4. All bathrooms and toilets must be of an adequate size and layout to allow comfortable use, including dressing and undressing
5. All bathrooms and toilets must be suitably located in or in relation to the living accommodation.
6. Rooms should be provided with adequate ventilation and electric lighting.
7. A suitable locking mechanism must be fitted to the access door.
8. All baths, toilets and wash hand basins must be fit for purpose.

| Number of occupiers | Number of bathrooms<br>(bath or shower, WC & wash hand basin) |
|---------------------|---|
| 1- 5                | 1   |
| 6 -10               | 2   |

## Gas Safety

Under the Gas Safety (Installation and Use) Regulations 1998 gas appliances and flues must be checked annually by a Gas Safe registered engineer. Following such an examination a copy must be provided to the tenant and to the council on an annual basis. Failure to supply a valid CP12 may result in a referral to the Health and Safety Executive. This could result in legal action being taken against the licence holder, owner and/or the gas engineer.

## Electrical Installations

The licence holder must provide a satisfactory periodic inspection report on the electrical installation at the property. This must be carried out by a 'competent person' who is a member of one of the governments approved schemes e.g. NICEIC, NAPIT, ELECSA or BRE. Formal inspection and testing should be carried out every five years. However, if the risk is found to be greater, for instance where the installation is very old or where damage is regularly found during inspections, more frequent inspections should be carried out. Regular visual inspections of the electrical installation and fittings should also be carried out by the licence holder/managing agent.

## Electrical Appliances



The Licence holder must ensure that all portable electrical appliances i.e. those items supplied via a plug e.g. kettles, toasters, washing machines, fridges etc provided by the landlord are in a safe condition.

## BEST PRACTICE

All appliances should be tested on an annual basis and at the commencement of each tenancy.

A Portable Appliance Test (PAT) certificate should be provided to verify this. This must be issued by a competent person as detailed above.

## Security

All properties must have adequate security provisions.

All ground floor and other accessible windows must be protected by the provision of suitable window locks or other appropriate security measures. Keys must be readily available at all times. See fire precautions section for escape windows.

The front and rear doors must be of sound construction and well maintained.

The front door must be fitted with a suitable viewer or door chain where the door is not fitted with a transparent glass panel.

Front and rear access doors must be provided with a secure lock; these must be to the relevant British or equivalent European Standard. In addition, the rear door is to be provided with a barrel bolt (200mm min) unless the door is fitted with a shoot bolt locking mechanism (3 or 5-point locking).

In HMO's doors fitted with a lock, including final exit doors forming part of the means of escape, must be capable of being opened from the inside without the use of a key to facilitate escape in the case of fire.

Where locks are fitted to bedroom doors, they must be capable of being opened from inside the room without the use of a key to facilitate escape in the case of fire.

The rear boundary of the property must be maintained to ensure it is secure and in good repair at all times and, where fitted, lane gates/doors must be provided with a suitable locking device.

## Refuse Provisions

A suitable bin or bins for the disposal of refuse must be provided at the property at the commencement of each tenancy. Written Information regarding collection arrangements must

be provided to the tenant. Appropriate steps should be taken to ensure tenants dispose of waste in an appropriate manner.

## Finances

Finances must be readily available to the licence holder and/or property manager to deal with routine and emergency repairs at the property. In cases where a managing agent is the licence holder, the owner will need to authorise reasonable expenditure for such repairs by the agent. Existing management contracts between the agent and the owner should be amended accordingly.

### BEST PRACTICE

25% of the yearly income should be available for repairs (at a minimum of £1500).

# Tenancy Management

The Licence Holder and Managing agent is expected to manage the property in line with legal requirements, guidance and good practice. They are also expected to manage the behaviour of their tenant(s) to ensure their behaviour does not have a negative impact on those living in the locality of the property.

## Training

Licence holders are expected to improve and maintain their knowledge and competency by undertaking training and development in housing related matters. It is expected that licence holders will complete at least five hours training per year. This may include attendance on training courses relating to housing either locally or nationally, completing a recognised online training course or even attending a private landlord meetings, forums or events. Please contact the Private Rented Service for more details if you would like information on training.

## Right to Rent Checks

License holders are expected to comply with the Right to Rent check requirements before starting any new tenancy. Landlords may be asked to demonstrate that they have checked all adults aged over the age of 18 (regardless of whether they are named on the tenancy agreement or where no written tenancy is in place) have a right to rent a property in England. You should:

- Find out you know which adults will be living in the property as their main home
- Check they have documents which prove that they can live in the UK (a list of documents is available at [Gov.uk](https://www.gov.uk))
- Always ask to see original documents
- Take a copy of these documents and record the date of viewing the documents
- Keep a copy of these documents for the duration of the tenancy

If a tenant has limited time to remain in the UK (i.e. time limited Visa) you can still rent to them, but you should check the rules on the [Gov.uk](https://www.gov.uk) site and follow the follow up check procedure.

If you are unsure about a tenants Right to Rent status or want to check that an application for a Visa is being processed you can do so via the Request a [Home Office right to rent check service](https://www.gov.uk).

## Referencing

Licence Holders must ensure robust references for prospective tenants are obtained before they make a new tenancy agreement. The main purpose of referencing is to assist in reducing anti-social behaviour.

Landlords may be asked to provide evidence as to how the references have been obtained. Examples of information you will need from a prospective tenant will include:

- Current and previous addresses with landlord details from last three years, if applicable
- Contact details including full name and dates of birth
- Details of other persons who will be living with the tenant.

Other checks you may want to make are:

- Have they got written references from previous landlords or letting agents?
- Proof of employment
- Whether or not they are a Local Housing Allowance (Housing Benefit) claimant
- Proof of identification.

The Private Rented Service offers advice on referencing and choosing prospective tenants.

National Landlord Organisations and landlords' service companies also offer tenant referencing and vetting services with various different checks including credit checks.

## Protecting your tenant's bond/deposit

[All bonds or deposits must be protected](#) by one of the government's nominated schemes within 30 days of receiving it from the tenant. If it is not protected within 30 days, a court order may be made requiring the tenant be paid three times the amount of the deposit and that the deposit is returned to the tenant or protected in a Scheme. Details of the bond amount and the scheme in which it will be protected must also be included within the tenancy agreement. This provision applies to all new Assured Shorthold tenancies commencing on or after 6<sup>th</sup> April 2007.

Failure to protect a deposit will jeopardise possession proceedings using a section 21 notice.

After the deposit has been protected you must supply the Prescribed Information and comply with the Initial Requirements of the particular scheme that you use. The three schemes have different rules and procedures that apply to them. These rules apply to anyone who receives a deposit.

At the end of the tenancy the landlord should return the deposit to the tenant or provide reasons why they wish to retain the deposit within 10 days. If the landlord and tenant cannot agree on how much deposit should be returned to the tenant and how much should be retained by the landlord, all the schemes are supported by an alternative dispute resolution (ADR) service. The ADR will look at the supporting documents (i.e. inventory, rent statements etc.), make a decision and advise both parties.

If the landlord and tenant do not decide to use Alternative Dispute Resolution, they can decide to go through small claims court, but fees will apply.

## Tenancy Agreements

A written tenancy agreement is required at the start of each letting, after the initial fixed term the landlord can allow the tenancy to become periodic.

A tenancy agreement is a legal agreement in writing that sets out the rights and responsibilities of both landlord and tenant. It will contain details such as the length of the agreement, the rent payable, and what is and isn't allowed in the property, such as pets. It is advisable not to hand over keys to a tenant unless the tenants have signed the tenancy agreement.

Seek advice from your own independent adviser before choosing the type of agreement and the terms it includes to make sure that it meets your own needs.

There are a variety of standard form contracts available through a number of sources, but they often contain differing terms that may not be suitable for you.

A landlord should ensure that they provide the start of tenancy necessities at start of, and the renewal of, any fixed term tenancy agreement. This includes a copy of your property licence, details of where any deposit paid has been protected, a valid gas safety certificate, a valid copy of the energy performance certificate, a copy of the most recent How to rent in England leaflet.

Tenancy agreements can be provided by the Private Rented Service.

## Inventories

An inventory is a list of everything that a landlord may provide in their rented property e.g. carpets, curtains, furniture and kitchenware together with details of the property condition prior to the commencement of the tenancy. An inventory is required for each new tenancy, for both furnished and unfurnished lets. It can help avoid a dispute over a deposit when a tenant moves out, as it establishes the condition of the property and its contents before the tenant moved in. The licence holder must ensure that any remedial works identified during the inventory are rectified within a reasonable period of time.

You are advised to agree the inventory together with the tenant. Both parties must sign and date the forms with each retaining a copy. If you take a deposit and fail to do an inventory you will find it difficult to claim for damages or deduct from the deposit money as you would need to provide evidence of the condition of the property at the start of the tenancy.

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.

#### **BEST PRACTICE**

Before the end of the tenancy a landlord should conduct pre end of tenancy inspection, using the inventory as a guide, to point out any snagging points (such as decoration, cleaning, waste removal etc) that require attention and allow the tenant adequate time to address these issues before the keys are handed back.

The Private Rented Service have sample inventory forms and can offer advice on completing a strong inventory. You may also get a form from a landlord organisation or website, or you can consider hiring an inventory specialist to complete the inventory for you.

## **Quiet and peaceful enjoyment**

The License Holder will observe the tenants right to quiet and peaceful enjoyment of the property. This means they will not attend the property without prior written notification allowing 24 hours' notice, unless in the case of an emergency.

The landlord, or their agent, will not harass a tenant either by attending the property without an appointment or by excess correspondence. If the tenant falls into rent arrears, or you are experiencing other problems with the tenancy and the tenant is being uncooperative you can seek advice from the Private Rented Service.

#### **BEST PRACTICE**

Unless specifically requested by the tenant a Landlord should try and keep visits, phone calls and other correspondence between traditional open hours (i.e. weekdays between 9 and 5)

## **End of tenancy management**

If a License Holder needs to take action to end a tenancy, they will follow the correct legal process by serving a valid notice and following up by apply to the Court for a possession order where necessary.

If you need advice on brining a tenancy to an end you can contact the Private Rented Service for advice.

## Managing Anti-Social Behaviour (ASB)

Property Licensing is a vital tool to help deal with problems of Anti-social Behaviour (ASB) in the private rented sector. Licensing will require landlords to take responsibility for the behaviour of their tenants by taking reasonable steps to tackle ASB. 'Reasonable steps' involve investigating any incidents of ASB regarding tenants and taking appropriate action where necessary.

Licence Holders must notify relevant agencies such as the Police and the Property Licensing Team if they are aware that their tenants are engaging in anti-social behaviour and are required to actively engage with the process to resolve the ASB.

Licence Holders are also required to notify relevant agencies if their tenants are victims of anti-social behaviour.

Licence Holders will be required to proceed with tenancy enforcement action if directed to do so by the Property Licensing Team and/or the Police.

All new tenants must be issued with a tenancy agreement that includes nuisance and annoyance clauses to clearly define to the tenant that anti-social behaviour will not be tolerated, and the landlord will take 'reasonable' steps to tackle anti-social behaviour.

If a Managing Agent or equivalent is aware of anti-social behaviour, they are required to notify the Licence Holder and report to relevant agencies if necessary.

Should there be significant rent arrears and/or a Section 21 or Section 8 has been served it is a requirement that the Private Rented Service are informed as there is a risk of potential homelessness and therefore relevant services need to be notified at the earliest opportunity.

Please contact the Property Licensing Team for further information and details on clauses that cover ASB. Licence holders or their nominated agents are required to explain these clauses to new tenants at the tenancy signing up stage.

The licence holder and his nominated managing agent must recognise the importance of tackling anti-social behaviour in order to ensure that communities are safe and that areas do not suffer because of a failure to act.

The licence holder and his nominated managing agent are required to respond appropriately to any complaints alleging nuisance or ASB which has been made either directly to them or via Newcastle City Council.

Information relating to nuisance and ASB complaints and dealing with tenants causing problems has been developed by Newcastle City Council Private Rented Service. The information gives landlords a step by step procedure which they can follow to deal with the problem and work alongside their tenant to resolve whatever issue is causing the problem.

If you are concerned about the behaviour of one of your tenants, or your tenants are experiencing anti-social behaviour from any other properties, or you would like more information on procedures to deal with ASB, please contact the Property Licensing Team and we will be happy to work with you.



## Complaints about Service

Should you have a concern about the service you have received please contact the relevant team manager. The first time you raise the issues it will be treated as a first request for service (we might also call this a customer enquiry or an informal complaint). Should we fail to deal with the first request for service, you may then escalate your concerns to a manager or to make a corporate complaint.

There are times when a customer says they want to complain to the council, but for one reason or another, their concerns do not fall within the scope of the Corporate Complaints Procedure. As such we need to determine what's excluded from the procedure. If the concerns raised are excluded, it just means that we don't record it formally as a corporate complaint. In most cases, we may still be able to respond, but we just won't treat it or record it as a corporate complaint.

If you wish to make a Corporate complaint about the service you have received from Newcastle City Council, you have received you can get further information from our [website](#) or contact the Councils Corporate Complaints Officer using the contact details below:

- Phone: 0191 278 7878 and ask for 'Complaints'
- Email: [complaints@newcastle.gov.uk](mailto:complaints@newcastle.gov.uk)
- Write to us at: Complaints at Newcastle, Newcastle City Council, Civic Centre, Newcastle upon Tyne, NE1 8QH.

# Contact us

## Property Licensing Team

Email: [propertylicensing@newcastle.gov.uk](mailto:propertylicensing@newcastle.gov.uk)

Phone: 0191 211 6102

[www.newcastle.gov.uk](http://www.newcastle.gov.uk)

## Public Safety and Regulation

Email: [psr@newcastle.gov.uk](mailto:psr@newcastle.gov.uk)

Phone: 0191 211 6102

[www.newcastle.gov.uk](http://www.newcastle.gov.uk)

## Private Rented Service Newcastle

Email: [privaterentedservice@newcastle.gov.uk](mailto:privaterentedservice@newcastle.gov.uk)

Phone: 0191 277 1438

[www.privaterentedservice.co.uk](http://www.privaterentedservice.co.uk)