

## Luton Borough Council Draft Schedule of Property licensing scheme conditions Schedule 4 Housing Act 2004

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## Schedule of Property licensing scheme conditions – schedule 4 Housing Act 2004

The following conditions apply to **all** privately rented properties used for residential accommodation requiring a property licence from Luton Borough Council. Additional conditions apply to Houses in Multiple Occupation (HMO), requiring a property licence from Luton Borough Council, and these are detailed at the end of this document

### General

The local authority (LA) will grant a licence to the most appropriate person. Where the licence holder is not the registered owner of the property, the LA may require the owner to sign an agreement that they will be bound by the conditions contained in the licence.

This will not affect the LA's statutory duty to enforce the legislation against any person with management or control. The licence holder must at all times be a fit and proper person to be the licence holder

The licence holder must take steps to ensure that the property, fixtures, fittings and furniture, including fire precautions, carbon monoxide alarms, gas, electrical, water and drainage installations, are maintained in a good state of repair, good working order and good decorative repair throughout the period of the licence.

The Licence Holder must ensure compliance with any relevant legislation and any Statutory Notice served in respect of the premises within the timescales specified on that Notice, or such other period as may be determined on Appeal of that Notice.

**Transfer of licence** – licences cannot be transferred to another person or organisation or property.

**Registered companies** – If the licence holder is a registered company and it is dissolved whilst the licence is in force, the licence ceases to be in force on the date of dissolution.

Failure to comply with any condition may result in the Licence being revoked and legal proceedings which could lead to unlimited fines and a criminal conviction.

### 1. Tenancy management

1.1 The licence holder must give every occupier a written statement of the terms on which they occupy the property (tenancy agreement) and details of the arrangements in place to deal with repairs and emergencies when the tenancy agreement is signed, as well as how to report nuisance and provisions for dealing with anti-social behaviour. Full names of all occupiers must be listed on the tenancy agreement.

1.2 During the fixed term of the tenancy agreement, the licence holder must not make any attempt to increase the rent or make extra charges other than what is allowed for in the tenancy agreement. If the tenancy becomes periodic (there is no fixed term and the tenancy is continuing after the fixed term) any rent increases will be proposed through the appropriate legal procedure.

1.3 The licence holder must make a copy of the tenancy agreement available before the property is let so that tenants can read it before and have the opportunity to get independent advice before signing. Copies of the written statement of terms must be provided for inspection **within 7 days of receiving a request in writing from the LA**.

1.4 The licence holder must provide every occupier/prospective occupier with an information pack containing the following written information:

- the name, address, contact number and emergency contact number of the licence holder, landlord, manager and or managing agent or any representative acting on their behalf, if these details change then every occupier must be informed of these changes in writing and provided with the new contact information
- details of the amount and frequency of rent payable
- details of which Redress Scheme the property manager and or agent (if any) is a member of
- written rent receipts, note the written rent receipts must contain the following information:
  - amount of rent payable
  - date on which it is paid
  - name of person receiving the payment
  - name of person making the payment
  - name(s) and room(s) number (if applicable) to which the rent relates to
- details of any deposit required
- details of what the deposit covers and arrangements for its return
- details of the approved scheme protecting the deposit
- details of who is responsible for the payment of any utilities (gas, electric, water) or other charges included in the rent including any agent fee's or charges
- details of who is responsible for the payment of council tax
- details of how to dispose of rubbish properly, including appropriate use of the bulky waste collection service and information on the recycling centre provided by Luton Borough Council. It must also include a prohibition regarding the illegal burning of waste and warn residents not to fly tip from the property
- details of the collection days for the refuse and recycling bins for the property
- details on what they can and cannot recycle
- details of how they can dispose of bulky waste and the penalties for fly tipping
- a copy of the licence and conditions
- current gas safety certificate (if supplied)
- energy performance certificate
- tenancy deposit certificate

In addition to giving the prescribed information to the tenants the licence holder must keep a record of having given this information i.e. a signed disclaimer, to demonstrate this information was received by the tenants, this must be retained and made available for inspection **within 7 days of receiving a request in writing** from the LA.

1.5 The licence holder must act lawfully and reasonably in requiring any deposits from occupiers, in handling rents, in returning deposits and in making deductions from deposits.

1.6 The licence holder must ensure that each tenant is made aware, in written format, that they are responsible for their own behaviour and the behaviour of other occupiers and visitors.

1.7 If the tenant does not comprehend English sufficiently to understand this information, the licence holder is required to make sure that someone is present who can act as an interpreter and explain these points for the tenant to understand. This can be achieved by obtaining a declaration signed by the tenant. This signed declaration must be kept by the licence holder for the period of the licence and made available for inspection **within 7 days of receiving a request in writing from the LA** the interpreter must also sign the declaration.

## 2. References

2.1 The licence holder must obtain references for prospective tenants. These references must provide testimony as to the tenants past record of adhering to tenancy conditions and not committing antisocial behaviour.

2.2 The licence holder must undertake sufficient financial checks to satisfy themselves of the tenant(s) ability to pay the required amount of rent.

2.3 The licence holder must carry out the required home office and 'right to rent' checks.

2.4 It is understood that in certain circumstances it may not be possible to obtain a reference, i.e. where it is a first tenancy or newcomer to the UK. In these circumstances the licence holder must provide evidence to show this has been explained, and the tenant understands the implications of them not adhering to tenancy conditions.

2.5 The licence holder must retain the above information and make it available for inspection **within 7 days of receiving a request in writing from the LA.**

### **3. Utility supplies**

3.1 Gas and electric meters, fuse boards, gas and water stop taps should be accessible to all occupants at all times without having to pass through other accommodation or through a shop/business premises. Where this is not possible due to security issues, tenants must be able to shut off gas and electrics from within their accommodation.

3.2 The licence holder must not unreasonably cause or permit the water supply or drainage used by the occupants of the house to be interrupted.

3.3 The licence holder must not unreasonably cause or permit the gas or electric supplies used by the occupants to be interrupted.

### **4. Gas**

4.1 If gas is supplied to the property, the licence holder must produce to the LA for their inspection a gas certificate obtained in respect of the property within the last 12 months, **within 7 days of receiving a request in writing from the LA.** The inspection must be carried out annually by a competent engineer and the certificate should be retained for at least two years following its issue. The safety of the gas installation and appliances must be constantly maintained.

### **5. Electrics**

5.1 The licence holder must keep electrical appliances made available by the licence holder in the property in a safe condition and must provide a declaration as to their safety at the time of application and thereafter **within 7 days of receiving a request in writing from the LA.**

5.2 The licence holder must comply with the terms of The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, and any other relevant legislation

### **6. Furniture and furnishings**

6.1 The licence holder must ensure that furniture and furnishings supplied by them are compliant with current fire safety legislation and must provide a declaration as to their safety at the time of application and thereafter **within 7 days of receiving a request in writing from the LA.**

### **7. Energy efficiency**

7.1 The licence holder must supply the LA with an energy performance certificate **within 7 days of receiving a request in writing from the LA.**

### **8. Smoke and carbon monoxide alarms**

8.1 It is a legal requirement for all rented properties to be fitted with smoke alarms and carbon monoxide alarms in rented homes. Smoke alarms must be fitted on every floor of the property as well as carbon monoxide alarms in properties which burn solid fuels. The licence holder must check the alarms are working at the start of every new tenancy in accordance with these regulations.

8.2 The licence holder must ensure that smoke alarms are installed in the property and kept in proper working order and provide a declaration as to their condition and position to the LA upon request. Smoke alarms must be tested at each property inspection, details of the test recorded by the licence holder and supplied to the LA **within 7 days of receiving a request in writing from the LA.**

8.3 The licence holder must inform the LA of any changes to the positioning of alarms.

## 9. Fire safety

9.1 Fire alarm systems where fitted must be installed and maintained in accordance with the relevant British standard. The licence holder must provide, **within 28 days of receiving a request in writing from the LA**, a 'commissioning or annual inspection certificate', issued by a competent electrician.

9.2 Emergency lighting systems, where fitted, should be maintained in accordance with the relevant British Standard. The licence holder must provide, **within 28 days of receiving a request in writing from the LA**, a 'commissioning or annual inspection certificate', issued by a competent electrician.

## 10. Overcrowding

10.1 The licence holder must not allow anyone to live or stay in the property if it is going to make it overcrowded. The licence will state how many people can live in the property. If the licence holder becomes aware the property has become overcrowded the licence holder must make the tenant aware that it is an offence and take appropriate action to alleviate the overcrowding.

10.2 The licence holder must ensure that rooms other than bedrooms are not used for sleeping purposes. The number of persons residing in the property shall not exceed the maximum number permitted on the licence.

10.3 The Licence Holder must ensure that the occupation and usage of the premises complies with the following

Room	Max no of occupants	Usage
Ground Floor Front room	This room is designated as communal areas (or other) and not permitted to be used for sleeping	Lounge
Ground Floor Rear room	This room is designated as communal areas (or other) and not permitted to be used for sleeping	Dining Room
Kitchen	This room is designated as communal areas (or other) and not permitted to be used for sleeping	Kitchen
Bathroom	This room is designated as communal areas (or other) and not permitted to be used for sleeping	Bathroom
First Floor Front room		
First Floor Rear room		
Second Floor Front room		
Second Floor Rear room		
Outbuildings		

This table will be completed on a case by case basis

## 11. Property management

11.1 The licence holder must ensure all reasonable and practical steps are taken to respond to repair and maintenance issues at the property and that any works to deal with repairs are undertaken within a reasonable period of time. The licence holder must notify tenants of dates and times when access is required for repairs and give reasonable notice.

11.2 The licence holder must ensure that:

- the property is kept in a good state of repair and free from hazards
- the property is secure by carrying out any emergency work necessary to protect the security of the property within 24 hours of notification e.g., damage to windows/entrance points to the property
- the exterior of the property is maintained in a reasonable decorative order, and in a good state of repair
- the exterior of the property and boundary walls, fences and gates etc are kept free from graffiti
- gardens, yards and any external areas within the boundary of the property are kept in a reasonably clean and tidy condition and free from rodent infestation

11.3 The licence holder must ensure that the water supply and drainage system serving the property is maintained in good, clean and working order.

11.4 The licence holder must take reasonable steps to protect occupants from injury.

11.5 The licence holder must ensure that all fixtures are maintained in a safe condition including handrails, windows, stair coverings, fixtures, fittings and appliances.

11.6 The licence holder is required to have in place suitable emergency and other management arrangements in their absence, which must be communicated to the occupants.

11.7 The licence holder must take all reasonable steps to ensure that competent persons carry out all repairs to the property or any installations, facilities or equipment within it or its boundary, and that, repairs are completed to a reasonable standard. All tradespersons must remove all debris and redundant materials from the property and exterior after completing works.

## 12. Property inspections

12.1 The licence holder and/or their manager must inspect the property within three to six months of the commencement of the tenancy and thereafter annually, to identify any problems relating to the condition and management of the property. The records of such inspections must be kept for the duration of the licence. As a minimum requirement the records must contain a log of who carried out the inspection, date and time of inspection and issues found and actions(s) taken. Copies of these must be provided to the LA **within 28 days of receiving a request in writing from the LA.**

12.2 The licence holder must ensure that the tenant's right to quiet enjoyment of the property is respected. Where entry is required to the property, the licence holder must ensure that any notice requirements contained in the tenancy agreement are complied with. Where the tenancy agreement does not contain any such requirements, the licence holder must ensure that the tenant receives **at least 24 hours written notice or 48hrs verbal notice** of intention to enter the property specifying the reason entry is required, say where it would not be reasonable to give such notice, such as where services are to be provided more quickly or in an emergency

## 13. Waste and recycling

13.1 The licence holder should ensure suitable and adequate provision is made available at the start of a tenancy for storage of refuse generated in the property.

13.2 The licence holder must ensure that at the end of each tenancy any rubbish or unwanted household goods left behind must be removed and disposed of appropriately before the start of the next tenancy.

13.3 The licence holder must ensure that any rubbish, mattresses or goods left in the front or back garden or the pavement in front of the property must be immediately removed.

#### **14. Antisocial behaviour (ASB) (including noise)**

14.1 The licence holder must take reasonable and practical steps to prevent or reduce antisocial behaviour by persons occupying or visiting the house and the use of the premises for illegal purposes. They must:

- co-operate with the LAs ASB and Environmental Protection teams, and Bedfordshire Police, in resolving complaints of antisocial behaviour
- undertake an investigation of any complaints regarding their tenants and implement an appropriate course of action in consultation with the Police and LA if either organisation is also involved in addressing the complaints. Written records of the investigations will be required
- where the licence holder has reason to believe that the ASB involves serious criminal activity the licence holder must ensure that the police are informed
- tenants must be made aware that they may be liable to enforcement action which may include possession proceedings under the terms of their tenancy if they, other occupiers, or their visitors:
  - cause nuisance or annoyance to neighbours
  - fail to dispose of refuse properly
  - cause damage to fixtures, fittings, fire prevention or alarm equipment or installations or to the fabric of the premises
  - fail to give access to inspection of works undertaken within their accommodation

14.2 The licence holder must take appropriate action upon discovery that the property is being sublet by the tenants

#### **15. Notification of changes**

15.1 The licence holder must inform the LA of the following, directly in writing or by email, **within 14 days of the change occurring**:

- any change in the ownership or management of the property
- any change in address, email or telephone number for the licence holder and/or agent/manager or any representative on their behalf
- any change to their or the manager's circumstances which could affect their fit and proper person status

15.2 The licence holder must advise the LA directly, in writing or by email of any changes in the construction, layout, fire precautions or amenity provision of the property that would affect the licence or licence conditions **at least 28 days before starting work**.

15.3 The licence holder must advise the LA of any major works to be undertaken to the property, including conversions and modernisations or emergency problems relating to fire, flood or disaster and the tenants are made temporarily homeless.

15.4 The licence holder must ensure that whilst any alteration or construction works are in progress, the work is carried out to ensure the safety of all persons occupying or visiting the premises and to ensure that the appropriate consents are obtained from the planning and building control departments at Luton Borough Council **prior to any relevant improvement or repair works commencing**.



## HMO licensing scheme additional conditions – schedule 4 Housing Act 2004

The following conditions apply **only** to Houses in Multiple Occupation requiring a licence from Luton Borough Council.

### 16. General

16.1 A copy of the following documents are to be displayed in a prominent position within the property at all times:

- The licence
- Gas Safety Certificate (If Supplied)
- Electrical Installation Certificate
- Energy Performance Certificate
- Name and address of landlord
- Name and address of any manager

### 17. Space Standards

17.1 The licence holder must

- (a) 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;
- (b) 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;
- (c) 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;
- (d) ensure that any room in the HMO with a floor area of less than 4.64 square metres is not used as sleeping accommodation.
- (e) notify the local housing authority of any room in the HMO with a floor area of less than 4.64 square metres.
- (f) ensure that 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;
- (g) ensure that 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;
- (h) ensure that 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.

#### Notes

Reference to a number of persons using a room in an HMO as sleeping accommodation does not include a person doing so as a visitor of an occupier of the HMO.

A room is used as sleeping accommodation if it is normally used as a bedroom, whether or not it is also used for other purposes.

Any part of the floor area of a room in relation to which the height of the ceiling is less than 1.5 metres is not to be taken into account in determining the floor area of that room.

## 18. Facilities

18.1 Where all or some of the units of accommodation within the HMO do not contain any facilities for the cooking of food-

- a) There must be a kitchen, suitably located in relation to the living accommodation, and of such a layout and size and equipped with such facilities so as to adequately enable those sharing the facilities to store, prepare and cook food;
- b) The kitchen must be equipped with the following equipment, which must be fit for the purpose and supplied in a sufficient quantity for the numbers of those sharing the facilities-
  - i) Sinks with draining boards;
  - ii) An adequate supply of cold and constant hot water to each sink supplied;
  - iii) Installations or equipment for the cooking of food;
  - iv) Electrical sockets;
  - v) Worktops for the preparation of food;
  - vi) Cupboards for the storage of food or kitchen and cooking utensils;
  - vii) Refrigerators with an adequate freezer compartment (or, where the freezer compartment is not adequate, adequate separate freezers);
  - viii) Appropriate refuse disposal facilities; and
  - ix) Appropriate extractor fans, fire blankets and fire doors.

18.2 Where a unit of living accommodation contains kitchen facilities for the exclusive use of the individual household, and there are no other kitchen facilities available for that household, that unit must be provided with-

- i) Adequate appliances and equipment for the cooking of food;
- ii) A sink with an adequate supply of cold and constant hot water;
- iii) A work top for the preparation of food (min 1,000mm x 500mm for single person unit);
- iv) Sufficient electrical sockets;
- v) A cupboard for the storage of kitchen utensils and crockery; and
- vi) A refrigerator

18.2 Where all or some of the units of living accommodation in an HMO do not contain bathing and toilet facilities for the exclusive use of each individual household—

- i) Where there are four or fewer occupiers sharing those facilities there must be at least one bathroom with a fixed bath or shower and a toilet (which may be situated in the bathroom);
- ii) Where there are five or more occupiers sharing those facilities and, where reasonably practicable, there must be –
  - a) One separate toilet with wash hand basin with appropriate splash back for every five sharing occupiers; and
  - b) At least one bathroom (which may contain a toilet) with a fixed bath or shower for every five sharing occupiers;
- iii) Where there are five or more occupiers of an HMO, and where reasonably practicable, every unit of living accommodation must contain a wash hand basin with appropriate splash back, (except any unit in which a sink has been supplied as kitchen facilities for the exclusive use of the individual household).
- iv) All baths, showers and wash hand basins in an HMO must be equipped with taps providing a satisfactory supply of cold and constant hot water and must be connected to an appropriate drainage system.
- v) All bathrooms in an HMO must be suitably and adequately heated and ventilated
- vi) All bathrooms and toilets in an HMO must be of adequate size and layout;
- vii) All baths, toilets and wash hand basins in an HMO must be fit for the purpose.
- viii) All bathrooms and toilets in an HMO must be suitably located in or in relation to the living accommodation in the HMO.

18.3 Space heating, kitchen, bathroom and laundry facilities and equipment must be provided to meet the Houses in Multiple Occupation Standards adopted by Luton Council, and must be kept in good repair and proper working order.

**19 Waste and Recycling**

The licence holder must comply with any scheme which is provided by the LA relating to the storage and disposal of household waste at the HMO pending collection.