

APPENDIX 1 – STRENGTHS, WEAKNESSES, OPPORTUNITIES & THREATS

21 July 2015

Main themes were:

Standards

Reputation of scheme – to be proud of
High standards
Raises standards overall
Improved safety - fire in particular
Neighbourhoods/neighbours confident with licensed HMOs
General standards for tenants
Tenants safety
Bringing stock up to standard
Consistent – expectation

Communication

New on-line form (will be better)
Flexibility – inspector giving practical advice
Mark Williams practical and helpful
LIE events – sharing information and opportunity for landlords and agents to network
Newsletters are useful
Aids better relations with community/neighbours
Building communications – restructure joining planning and licensing services together
Improving communication

Education

LIE events – communication with action regarding changes
Spreads knowledge
Gives tenants confidence
Educating tenants
OCLAS
Landlords better educated – creates awareness, have to be more informed

Working together

(Being able to) pilot the new on-line form
Some leverage for letting agents (Council requiring works to be carried out)
2 year licence
Dawn and the team (no prompting from me!)
Things have got massively better
Working together – local authority and customers

Financial/local economy

Additional income – Council, Contractors & local businesses
Job security – Council, Contractors & local businesses
Better value for tenants and subsequently landlords
Self funding
Benefit to Oxford – for people moving here

Economy/contractors/SMEs, electricians, gas etc
Adds value to property, more attractive/marketable
Minimum guidance – Amenities & Facilities guide (this was listed as a strength)?!
Can't remember what was said around this.

05 August 2015

Providing advice to new landlords
Raises quality of accommodation
Weeds out rogue landlords
Gives confidence to tenants
Gives confidence to landlords they are compliant
Owner occupiers know there is a structure to regulate and someone to help
HMOs provide affordable accommodation
Enables control of numbers of people in houses
Ensures properties are maintained and safe
Competitive advantage to better landlords
Engagement with landlords has improved

Weaknesses

21 July 2015

- Expensive for good landlords
- Licence period too short
- Lack of consistency in what is being required
- ‘Good’ landlords are still being threatened with enforcement
- Slow response times for landlord queries
- Limited rewards for good landlords
- Back dated late notices
- Council not coping with numbers of applications
- Too much paperwork and form filling repetition
- Financial burden on tenants and landlords
- The council is late to issue things yet landlords are expected to meet the councils deadlines
- 1 year licences are too much hassle
- The waiting times for licences are too long
- Lack of communication between HMO's and planning
- Landlords are not always clear of what is required of them
- Lack of flexibility in the HMO licence
- Contradictions in what is required in AST's and in HMO licences
- Planning application process is too long winded
- Lack of consistency in what we ask for and what other local authorities ask for
- The process makes people homeless
- No one on the end of the phone!
- Lack of up to date information on the website

-Lack of information and advice distributed

Commonly raised

05 August 2015

More expensive for landlords – higher rents / pass cost on to tenants
Drive PRS to rogue landlords
Unforeseen consequences
Time consuming and repetitive applications
Deter good landlords from investing
C3 to C4 impact restricts ability to let and drives up costs
Planning / housing legislation are different so action taken on one but not other
Affordability

Opportunities

21 July

More two-way communication – especially with renewals and certificates wanted – let the LLs know when certificates are due – it would be good if the new computer system could send out automatic reminders

Offer discounts/financial or other incentives each year for good performance

Manage by exception – innocent until proven guilty, leave the compliant majority to get on with it and focus all our resources on the ‘bad guys’

More information on location and status of HMOs and easier ways to identify and report bad HMOs – e.g. create an interactive map with all HMOs and their status marked on it (Bath and NES have this) which can be used by neighbours and prospective tenants to search and identify both good and problematic HMOs

A walk-in clinic, operating e.g. each Wednesday morning at SAC where LLs can come in and ask questions/get help with applications, licensing and managing issues.

Star ratings for houses – like food businesses, which show who the best and worst houses are, and put into a searchable database for tenants to provide a positive marketing opportunity

Clearer breakdown of what is legislation, Oxford standards and guidance

Greater consistency of advice and inspections/decisions

Recognise the diversity of HMO tenure – not all tenant types/properties and management styles/arrangements/business models are the same – obviously

maintain consistent safety standards, but appreciate the differences and treat accordingly

Take a wider area-based approach, to increase consistency of HMO enforcement and standards across Oxfordshire – engage with neighbouring LAs/ district authorities

Greater differentiation between good and bad, using length of licence

Continue naming and shaming bad landlords, but also focus on publicising good landlords – tell and sell the success story of X000 better safer HMOs – how Oxford's HMOs are amongst the safest in the country, focus on positive marketing

Discounts for accredited/NLA members (and make accreditation recognise RLA members as well as NLA) – make these schemes offer more, give CPD for attending LIE events etc as well as the annual training

Better lead times on fees so LLs can better balance their books and anticipate what the fees are going to be and have the necessary funds in place

Traffic light scoring after inspections to help prioritise works

Feedback notes to attendees after training events (e.g. today – the findings from this discussion)

Incentivise landlords to improve and to encourage the PRS to up its game – use longer licences and lower fees – longer licences allows us to give better service, reduce inspections etc, which in turn reduces costs and increases overall revenue

Rating scheme (like EPC ratings) for properties assessing a range of criteria which is consistent across the sector – however avoid adding additional bureaucracy and inspections, as the licence should achieve this on its own

Reduce time spent by LLs searching the internet for information and doing renewals, streamline, make renewals and information clearer for non-computer-literate people

Stagger licence renewals/inspections/fee payments across the year

Offer 'no claims discounts' for good LLs who do not have any SRs/issues etc to encourage and reward compliance and good management

Spot checks over the licence, risk rate to focus on places of concern, perhaps bi-annual checks?

Promote the licence to LLs as a passport to getting better agents and better tenants, and to tenants as a passport to better, safer houses

More information for tenants within properties with contact details of who to report to, what to report, and when etc – e.g. 1st LL → Council/Jackie etc, perhaps checklists for expectations

More engagement with tenants and students e.g. with units of behavioural expectations of tenants

Help tackling rogue tenants – LLs would really appreciate the Council's support with dealing with difficult and rogue tenants – this is an opportunity for the Council to give something back to LLs. Greater onus on tenants to comply with regulations, more engagement with tenants, more info and training for tenants

Easy ways to give feedback via the website etc

Make it easier for houses to change ownership/change agents

More staff to help you cope with workload

Longer licences

Faster turn-around of licences, more consistency – make a **service-level-agreement of what LLs can expect from the Council** in these (and other) respects

Have a positive marketing campaign to promote the good LLs to students, tenants and residents which will in turn help improve values of compliant, licensed properties
Provide more opportunities for sharing best practice between LLs

Fewer inspections

More resources for tenancy relations

Better signposting for planning and building control

05 August

Improve processes / be less bureaucratic

Longer licences

Self regulation / control

Online application – uploading of documents / automatic reminders when gas etc due or renewals due

Greater consistency in conditions / inspections / requirements

Make money to fund licensing services

Get other HMOs licensed

Rewards or incentives for landlords

Streamline contact

Cross boundary accreditation

EPCs - new requirement, work with centrica to get funding for energy efficiency works

THREATS

21 July

KEY THEMES:

Lack of housing -Majority of HMOs available to student market- What about professionals? Forcing families out.
Inadequate resources limit ability to administer scheme
New legislation – Legionella. EPC requirements, section 21 notices
Fear of renting- Restricting choice
'The Unknown'- Restricts long term planning ie for investment
Poor IT infrastructure
Working with a failing system
Mistakes- getting it right first time to avoid generation of more work.
Majority of HMOs available to student market- What about professionals?
Forcing families out of rental market.
Need to be evidence based
OCC becoming overloaded- Inadequate resources limit ability to administer scheme
Oxford CC- Over regulation
 Yearly licencing
 Consistency issues
 Overstretching resources
 Staffing levels and retaining staff
Double standards eg exemption of Housing Association properties
Agent- Not checking licence conditions
Erratic
'The Unknown'- Restricts long term planning ie for investment
Threatening letters- changing mind
Bureaucracy- more hotel than home

Other general comments

Poor IT
People not buying into the scheme
New legislation – Legionella. EPC requirements, section 21 notices
Lack of confidence in authority
Staffing levels
Losing credibility
Back dating of licences
Management of works
Too complicated- People opt out and don't subscribe to the schemes
Working with a failing system- better not to bother
Inadequate resources

Lack of housing
Purchasing property- issue with whether or not you will get a licence
Inadequate resources
High rents
Additional costs
Fear of renting- Restricting choice
Homelessness issue
Proportionality
Mistakes- getting it right first time to avoid generation of more work.

More HMOs than staff
Rogue LL ignoring the scheme
IT
Poor communications
OCC- Own staff no consultants
Losing goodwill of good landlords eg due to poor communication
Not working in partnership to improve management
Higher penalties for rogue landlords
Process is too involved- Introduction of self-certification scheme
Tenancy issues
People not licencing
Inefficiency
Lowering to 3 people
Landlords won't let as an HMO
Reducing housing
Evidence based
Undermining scheme
Focus on unlicensed
Prioritisation
Identification of unlicensed

05 August 2015

Longer licences could lead to drop in standards – landlords are used to getting regular inspections so don't bother to do their own checks

Expensive lawsuits or tribunals if get things wrong e.g. minimum room sizes – national guidance is more generous than Oxford could lead to lawsuit for lost rent

Property prices go up

Pressure on accommodation

Capacity of team to deal with volume of licences

Loose reputation

Lack of knowledge of rogue landlords or agents from other LA moving to Oxford

OCC unable to attract or retain good staff

Licensing extended to all houses

More judicial reviews of scheme

Becomes over – regulated

Standards keep going up and becomes burden on landlords – loose support of willing landlords

Demanding inspection regimes

Inconsistency

APPENDIX 2 – Agents Focus Group

Some Notes Following Our Meeting.

Thank you all for making it on Wednesday..... I know it was at short notice, but they had fixed the dates of the consultation period, and I think it was worthwhile having our input.

I have prepared some very brief notes of the main points..... could you confirm that they are accurate and that I have not left anything out? Please feel free to add bits or change as you see fit!

1. The agents represented agreed that the aim of the Additional Licensing Scheme, to improve the quality of the stock in the PRS were shared by us and our clients. None-the-less there were concerns that an estimated 40 to 50% of HMOs in the city remain unlicensed, and that whilst the “good” landlords continued to pay into the scheme, there were apparent incentives for the “rogue” landlords to continue to avoid it.
2. The agents represented welcomed the exploration of the re-introduction of an extended license; there was agreement that 5 years would be ideal, but understood that a license could not be granted beyond the term of any scheme extension. There was further consensus that there should be a number of prerequisites to the offering of the longer license.
 - A.) That some clarity was required about what constituted a fit and proper person/organisation to own/manage a property offered an extended license.
 - B.) That the property would need to be fully compliant with any historical conditions imposed on the last license term.
 - C.) That the cost of such a license was calculated in such a way as to represent a real incentive to apply for it.
 - D.) That the license holder, and or property manager would need to agree to random auditing/moderation of standards at short notice. Such notice to be negotiated.
3. The agents represented welcomed the idea of strengthening the accredited status afforded to landlords and agents. In principle, it was accepted that the

accreditation scheme should be cost neutral, and we would welcome further consultation on how this might be improved.

4. There was some frustration expressed about the delay in issuing some licenses since before Christmas last year, and the difficulty with making contact within the licensing team. The agents represented asked if we could have a dedicated single point of contact as part of the accredited status offering.
5. Similarly there was some concern expressed over inconsistencies and inaccuracies in conditions imposed; a single point of contact would assist with this too.
6. There were issues with organisations having to nominate an individual to be the license holder; if the named individual leaves the organisation there is potential for considerable expense. It was asked if we could explore an officer position could be used as a license holder (with a named individual for fit and proper person purposes) and if the licensed could be varied if the post holder changed (subject to compliance with above)
7. The agents represented welcomed the news that the new database should be rolled out before any renewal of the scheme. Plenty of volunteers for testing!

APPENDIX 3 - Oxford University Student HMO Focus Group

The purpose of this group is to seek views from students on the issues relating to HMOs and the Licensing of this type of accommodation in the City.

Areas of interest

- **Have you lived in an HMO in Oxford in the past five years?**
- **Do you know Licensing Scheme existed in Oxford since 2011?**
- **Was it licensed or not?**
- **Do you know the address?**
- **What was the experience like?**
- **What was the property like?**
- **How did you find living there?**
- **Was this the first time in a private rented HMO?**
- **What was your relationship like with the landlord/ agents?**
- **Were repairs dealt with promptly?**
- **How well was the property managed?**
- **Did it meet your expectations?**
- **Generally how was the experience?**

Overview of Minimum Standards required in HMOs

- Capture experience
- Knowing what the minimum standards are for HMOs can you 'see' any impact as a result of the Scheme?
- Have standards improved?
- Did your landlord /agent do regular management inspections?
- Any personal experience/ examples?

The future of Licensing

- If the Scheme were to be renewed what could be introduced / changed to improve your experience of living in a HMO?

Additional ways to get involved in the Consultation

<http://www.oxford.gov.uk/consultation>

RESPONSES

WHAT IS AN HMO?

Sharing

Separate Groups/ Individuals

Individuals pay Council Tax separately and share bills

HAVE YOU LIVED IN A HMO – yes (all 7)

Licensed? – 5 knew Certificate was on wall (displayed) 2 not sure not seen licence

DID YOU KNOW ABOUT LICENSING – 7 didn't know but assumed certain standards would have to be met

Didn't check when looking for accommodation and not always clear what type of property – learnt from experience on which properties/ agents to avoid.

Took initiative and adverts often put up by person moving out often has info.

EXPERIENCE OF LIVING IN A HMO

Good – Landlord has British Gas care and any problems are sorted immediately.

Previous HMO took a long time to get anything fixed

Friends have had problems in older housing so decided to go with modern house

Agent very responsive – landlord not so good

Not always clear about size of rooms and can mislead to get let.

RELATIONSHIP

Difficult to get repairs done – blame students for damage and can sometimes be challenging

Landlord occasionally visits – 3 don't know who their landlords are.

1 has exceptionally good landlord – gives notice etc..

1 has landlord who is ok – give notice and does repairs but not very quickly

2 have landlords who do not give notice and use shed/ garage to store stuff – turn up without notice and move stuff – can be difficult to contact to get repairs done – one day heard landlord in garden and didn't even know he had gone through the house.

MANAGEMENT

Cleaner comes in every week and written into tenancy agreement that a management inspection every 6 months.

Inspection every few months with 1 week notice given – tidy up communal areas ourselves

No management inspections – when report issues agent ignorant/ doesn't care about problem (mould) not responsive to concerns raised eg. Shower tray fitted wrong way causes flooding every time shower is used – NOPS slow to deal with

Premier – Contract Late.. had to sit in office to get them to give it to me

Change of occupants.. not notified some random person in kitchen eating food out of fridge

Communication not good!

Landlord empowers us to find replacement tenants when one person leaves and to deal with B Gas Homecare to arrange repairs to items that are covered.

MEET EXPECTATIONS?

Had low expectations to begin with- heard a lot of horror stories from friends

Definitely dealt with differently to working professionals – because 'just' students

Felt pressured into taking properties on – bit of a bidding war created by agent – scaremonger approach by Premier – changed goalposts and told us to we had been gazumped

NOPS – 2 offices – clearly different – professionals office and students office – different types of HMOs available – went into professionals office and told to go next door

Brick walled by some agents who 'don't take students'. I.e NOPs no under 25's for some properties

IMPACT OF SCHEME

Can't get something better as a student – first come first served as a student – easier to find now not a student and started working do not have to rush or settled for something less.

Found out for self and noticed slight change in that we needed to test fire alarms

STANDARDS

Didn't know what was required

Based on budget – lower rent – lower standards

Took on properties in better condition through advice from older students – pick a decent letting agent as opposed to house or landlord

Reputable agent will deal with people's expectations
University provides list of reputable agents

INTRODUCE TO CHANGE/ IMPROVE EXPERIENCE?

Know if it is a HMO

Checklist of requirements

List of Council approved agents

Facts sheets on minimum standards

Feed into 'living out guide'

Freshers fayre – 2nd years

30second video signposting

Notification of licence requirements to occupiers

APPENDIX 4 – NLA RESPONSE



National Landlords Association:

Response to Oxford Council proposal for Additional Licensing

August 2015

1. The National Landlords Association (NLA) exists to protect and promote the interests of private residential landlords. With more than 33,000 individual landlords from around the United Kingdom, we provide a comprehensive range of benefits and services to our members and strive to raise standards within the private rented sector.
2. The NLA seeks a fair legislative and regulatory environment for the private rented sector while aiming to ensure that landlords are aware of their statutory rights and responsibilities.
3. The National Landlords Association (NLA) would like to thank Oxford Council for providing the opportunity to comment on licensing.
4. In the Government procedural document - 'Approval steps for Additional and Selective Licensing Designation in England', it states that in order to apply for Additional Licensing a local housing authority *"will have to show how such a designation will be part of the overall strategic borough wide approach, and how it fits with existing policies on Homelessness, Empty homes, Regeneration and Anti-social behaviour."* with the council not reviewing the article 4 direction in relation to shared housing, this shows a failure in joined up policy by Oxford Council.
5. We are disappointed by the councils lack of joined up policy making. Failure to view additional licensing with the article 4 direction that currently is in place means that the joint impact is not measured across Oxford.
6. Why does the council not pause the consultation until after the government's consultation on Houses of Multiple Occupation, before undertaking such a costly exercise?
7. One of the dangers of the proposed Additional Licensing scheme is costs are passed through to tenants, thus increasing cost further for those who rent in an area, along with the cost of the council. Thus increasing costs to Oxford residents especially the most vulnerable. This has already been seen with the council trying to house people in Birmingham¹. The current policies which the council is looking to keep will make matters worse.
8. The city council has a top three global university which draws students from across the world; this is putting pressure on the housing market. At a time when universities are competing to get more students will put greater pressure on the city's housing market. With students able to spend more than those in receipt of welfare will only push more people from Oxford due to the lack of shared housing.
9. In addition to students, young professionals, migrants make up an important part of the shared housing market the UK. The change in welfare housing means there is an increasing demand for shared housing. For obvious economic reasons and for flexibility, shared housing is an important source of housing for these groups. However, demand is not static. Thus the impact of these policies will have an impact on the lower economic groups within Oxford.

¹ <http://www.birminghammail.co.uk/news/midlands-news/oxford-looking-house-needy-families-6840820>

10. The use of Additional Licensing which is landlord/property based, will not resolve many of the issues which are caused by tenants – they are tenant based issues. Landlords have limited powers in addressing these as any direct action by the landlord to address issues such as ASB can be stated as being harassment by the tenant.
11. The council has already had this scheme in place for five years. If the scheme has been a success, why does the council need to keep it? The council has brought all the properties up to standard. If it has not why is the council undertaking a scheme that has failed?
12. We are disappointed by the councils attempt to misuse statistics within the proposals.
13. The NLA believes that any regulation of the private rented sector needs to be balanced. It should be the shared objectives of all parties involved to facilitate the best possible outcomes for landlords and tenants and as such good practice should be recognised and encouraged in addition to the required focus on enforcement activity. In light of the current economic climate. The last thing good landlords and tenants need is additional costs.
14. Again, the NLA would like to thank Oxford Council for the opportunity to respond to this consultation and hope you find our comments useful.

APPENDIX 5 – RLA RESPONSE

20th August 2015



By e-mail: hmos@oxford.gov.uk

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Facebook: [TheRLA](https://www.facebook.com/TheRLA)
Twitter: [@RLA_News](https://twitter.com/RLA_News)

Dear Mr Chowns

REVIEW OF LICENSING OF HOUSES IN MULTIPLE OCCUPATION 2015 **RLA CONSULTATION RESPOSNE**

Thank you for the opportunity to respond to the above consultation. The RLA has a concerns about licensing schemes in general, and a number in relation to the continuation of the Oxford scheme.

General concerns:

- i. Discretionary licensing often entails much bureaucracy, time, effort and expense is taken up in setting up and administering schemes; rather than spending it on the ground and flushing out criminal landlords.
- ii. Discretionary licensing is not being used for its intended purpose of a short period of intensive care; rather it is being used by the back door to regulate the PRS.
- iii. The level of fees which are ultimately passed on to tenants to pay is a major worry so far as it affects landlords.
- iv. We believe that a significant number of landlords are still operating under the radar without being licensed.
- v. As always it is the compliant landlord who is affected by the schemes. They pay the high fees involved but do not need regulation of this kind.
- vi. There is little use of "fit and proper person" powers to exclude bad landlords.

Specific concerns

Government Review of HMO Licensing

We believe that any decision to continue with additional licensing of HMOs in Oxford is premature, in light of the Government's plans to review mandatory licensing and HMO

definitions. Oxford's scheme could very quickly be superseded by a new mandatory licensing regime, or HMO definition, wasting time and money of landlords and the Council.

Independent Verification of Data

We are concerned that there appears to be no external evaluation of the licensing scheme, independent verification of the data presented in the reports to elected members or of the option appraisal.

Room Sizes

Following *Clark v Manchester City Council*, while councils can offer guidance on what area it considers too small for an adult bedroom, it cannot adopt mandatory standards non-compliance with which would result in a determination that a house was not suitable. What is required in each case is a consideration of the room and the property as a whole on their merits, rather than by reference to a fixed minimum floor area.

Standards

Oxford's licensing standards are, in many cases, excessive. Areas that give concerns are: requirement of tiling of bathroom splashback and shower cubicles, when other solutions are available; specification for equipment for kitchens and bedsits, such as a minimum fridge size of 130l litres for a bedsit.

Costs

For landlords, the cost of licensing in Oxford is at the higher end of the scale. At present the lowest cost over the five years of the scheme is £1120 for accredited landlords only (initial one year licence at £712 and two two-year renewals at £208 each). Most landlords will pay much more.

Accreditation

We believe that should include accreditation schemes other than those operated by the City Council and the NLA. For example, the RLA operates a national accreditation scheme, RLAAS, that meets the requirements of the London Accreditation Standard, likewise the DASH accreditation scheme in the East Midlands. This would allow more landlords to access reduced fees.

Again, thank you for giving consideration to the RLA's concerns.

Yours Sincerely

John Stewart

POLICY AND COMMUNICATIONS MANAGER

APPENDIX 6 – CAB RESPONSE

From: Frank Newhofer [<mailto:frank@newhofer.freesevice.co.uk>]

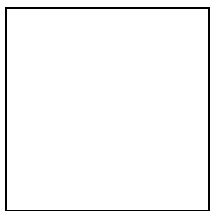
Sent: 03 August 2015 14:04

To: HMOs

Subject: additional comments to HMO consultation from Oxford CAB

We have completed the on-line consultation on the 'Review of Licensing of HMOs' and submit the following additional comments:

From our caseload in 2014/15 we have seen the following range of issues in relation to the private rented sector:



Clients have told us of serious problems with:

- poorly managed properties where health risks caused by disrepair are not addressed
- retaliatory evictions as a result of complaints being made about the state of properties
- failure to protect and return tenancy deposits
- frauds and scams around the availability of private rented accommodation
- we very strongly support the Council's Option 3 to renew the licensing scheme. Consideration might be given to increase the flexibility within the scheme so that landlords who have proved themselves to be good landlords can derive benefit in terms of lower fees and/or longer accreditation. Consumer protection for private renters is indeed very poor and all measures that have the potential to bring pressure to bear on landlords to manage their properties safely and more effectively are very welcome

Frank Newhofer
Oxford CAB

APPENDIX 7 – OCF RESPONSE

Date: 24th August 2015

Topic : HMO Consultation 2015

Accreditation

- Accreditation should be made easy, less bureaucratic; it is becoming more complicated and confusing. Criteria used for accreditation should be certified.
- Lack of awareness among landlords and too much bureaucracy in application, HMO + Accreditation.
- Accreditation license period of 3 to 5 years for accredited landlords.
- Conditions of houses: new officers to be more aware of laws and guidelines.
- HMO applications need to be simplified. Online system needs to improve and should be simplified. There should be a summary before the form is submitted.

Guidance/Guidelines (Not Standards)

- The HMO policy requirements are used as strict standards therefore the officers are enforcing the rules as strict standards and not showing flexibility.
- We believe that the HMO policies are a set of guidance/guidelines and should not be perceived as strict standards. The problem with standards is officers do not show any flexibility and rigidly follow the standards.
- No cohesion between different officers, different advice and different criteria.
- Guidelines to be set in aid to help landlords in future HMO applications.
- This should be clarified to new officers that these rules should be guidelines, depending on varied circumstances from property to property.
- Adopt a policy of training new staff using new HMO rules (especially on the condition of properties and renovation) as 'guidelines/guidance', and not 'standard.'
- Officers should be aware of these guidelines.

General

- Officers informed that there is a thought of introducing a league table based on performance of managing agents and landlords. What are the criteria for the league table?
- Back log of issuing licenses.
- General attitude of the council staff needs to be improved.
- We were informed by the officers that the initial perception of OCC was that there were 3000 HMOs in the city; the actual figure is could be as much as 7000 HMOs. Where was this figure retrieved from? Is it based on factual evidence? Why wasn't the figure used in the 2010 consultation?
- Various criteria by officers: training will be required, what kind of training is provided?
- Rogue landlords should be perused and targeted.

Tenants

- Visiting student houses.
- Tenants ought to be responsible for the issues caused by them.
- Homelessness: increasing due to smaller HMO licensing.

- Families attempt to become intentionally homeless by not maintaining the property and then reporting the issues to environmental health. Environmental Health unwittingly helps the tenants to apply for council housing.
- Clarification on the guidelines on issues such as: landlord lets the house to a family; the family sublets the house/rooms, environmental health becomes aware and informs the landlord. Now the landlord cannot issue a Section 21 notice without a HMO application. Neither the landlord nor the tenant is willing to apply for a HMO license.

With the scenario above, what measures should be taken to sort out this issue? If the tenants sublet the property, the responsibility should be on the tenant to apply for HMO and not the landlord.



Overview of HMOs and Licensing in Oxford

Adrian Chowns

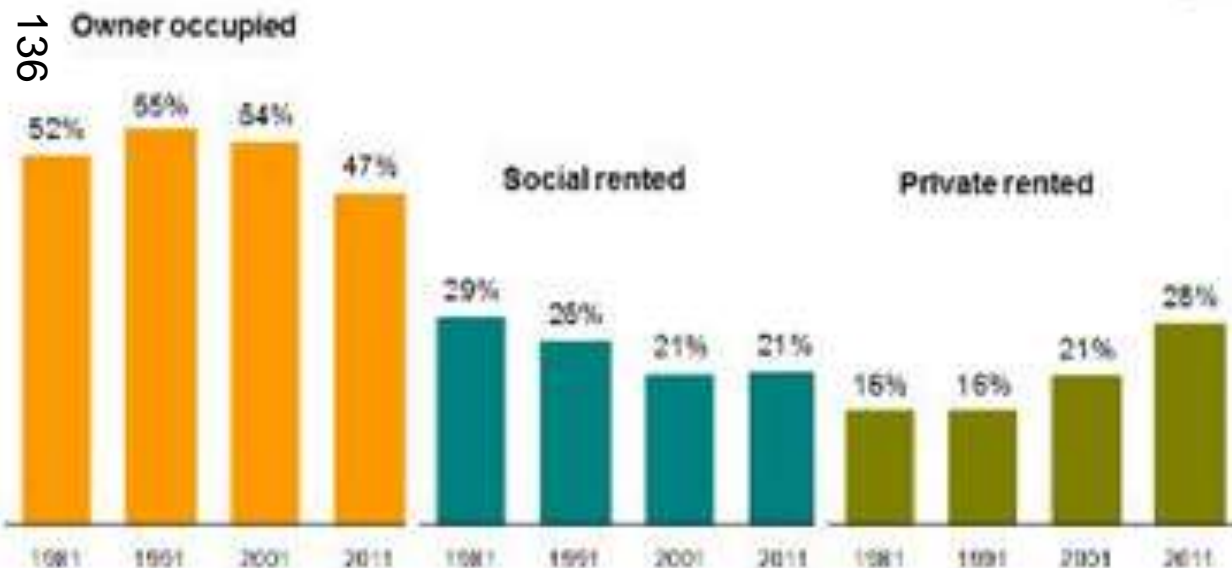
**HMO Enforcement Team Manager
Oxford City Council**

Oxford PRS

More households now rent rather than own their home

Over the last 20 years the proportion of Oxford households who own their home has declined from 55% in 1991 to 47% in 2011. Whilst the proportion who live in social rented property (rented from the council or a housing association) has declined since 1991, the proportion of households living in private rented homes has almost doubled from 16% to 28% - meaning that as of 2011 more households rented than owned their home.

Housing tenure of Oxford households, 1981 - 2011



Oxford HMOs

www.oxford.gov.uk



Oxford City Council

- The Council's ambition is for Oxford to be a *'World Class City for Everyone'*...
- Council has five priorities which directly address the needs of the City
- Key driver is *'Meeting Housing Needs'*
- Improving standards in the Private Rented Sector



Environmental Health Service

- Environmental Health Service “*seeks to protect and sustainably develop the environment for all people living, working and visiting the City*”..
- Through Education, Engagement and Enforcement
- Working with landlords since the mid 80`s to improve conditions within the HMO stock
- Dedicated team developed in 1990 to tackle growing problems in the City



Environmental Health Service

- Continued approach since with a variety of interventions to tackle problems in the HMO stock
- In 1999 the Council introduced a registration scheme
- Resulted in the migration of rental properties to other parts of the City
- Some landlords and agents tried to evade regulation
- More recently Landlord Accreditation



Licensing – The Early years

- Dedicated teams proactively worked on mandatory licensing of HMOs
- Implemented a rigorous approach to processing the requirements of the legislation
- 141 Insisting that the licence must be more than just a piece of paper
- Used to upgrade each property to a decent standard



Licensing – The Early Years

- Enabled the Council to have a positive impact on the condition and management of 581 properties
- Where compliance was not achieved enforcement was pursued
- Giving tenants and neighbours confidence that the Council are serious about addressing issues around HMOs

142



Licensing – The Early Years

- Council had used existing powers to their full extent
- Took more prosecutions against landlords than any other Council in England or Wales
- 143 But still wasn't enough and concluded that more needed to be done...
- Introduced additional licensing of HMOs enabling a reactive and proactive approach to the whole of the HMO sector



Additional Licensing of HMOs

- In 2010 Oxford City became the first Local Authority to designate the whole of its area subject to Additional Licensing of HMOs
- This is a power provided within the Housing Act 2004
- Scheme operates for 5 years with Phase 1 commencing on the 24th January 2011 and Phase 2 on the 30th January 2012



Purpose of Licensing

- Additional Licensing in Oxford provides a mechanism to secure the improvement of all of the HMO stock in the City and is a significant undertaking by the Council.
- When it was first introduced the overall purpose of the licensing scheme was to: *‘alleviate the housing situation by setting and maintaining minimum standards across the city in the most vulnerable sector of Oxfords private rental market’*.



Future of Licensing

- Under s.60 (3) of the Housing Act 2004 *‘a local housing authority must from time to time review the operation of any designation made by them’*
- This review fulfils the responsibility under the legislation but also provides the Council with a progress report which will be used as a platform for considering the future of the scheme.



Where are we now?

- Review complete and reported to City Executive Board in June 2015
 - Approved findings of review and proposal to renew scheme in its entirety
- 147 10 week statutory consultation commenced on 15th June 2015 ends on the 24th August 2015



The good, the bad, the ugly side of HMO Licensing

Dawn Cox, Team Leader, HMO Licensing Team

**Katherine Coney, Principal Lead Officer, HMO
Enforcement Team**



Our experience of applicants and licence holders

- The Good - makes applying and retaining a licence easier for all parties concerned
- The Bad – makes applying and retaining a licence more costly and may lead to enforcement
- The Ugly – leads to enforcement, intervention and prosecution



The Good

NEW Licences

- Application form is fully completed
- All requested documents and fees are submitted within the required deadlines
- Proposed licence holder and/or manager are fit and proper
- House meets the required standard or is able to meet the required standard subject to conditions being applied to that licence



The Good

EXISTING Licences

- We are informed of any material changes as they happen ie: third parties and their contact details
- We are informed of any issue for complying with a condition ie: more time required
- Appointments to visit the property to check compliance with conditions are timely
- Upon re-inspection the conditions have been complied with



The Good...

RENEWED Licences

- Application form, all requested documents and fees are submitted within the required deadlines
- 152. • All conditions have been discharged (complied with)
- No justified service requests (complaints)
- Accredited by the NLA or OCLAS



The Good...

- HMO Enforcement Team don't get involved



The Bad...

Not necessarily avoiding responsibility...

- just don't keep us informed, and/or

154 don't do things on time



The Bad

NEW Licences

- Application form is not fully completed and important information missing. Further requests for information are 'drip fed'
- Requested documents and fees are not submitted within the required deadlines and we are not informed of any difficulties
- Proposed licence holder and/or manager are not fit and proper
- Proposed licence holder and/or manager are not the most appropriate person(s)



The Bad...

EXISTING Licences

- We are not informed of any material changes as they happen i.e.: resulting in third party information being inaccurate for the renewal declaration – frustrating for applicants and causes delays
- We are not informed of any issues with meeting conditions: if further time is required we may be able to vary the licence and delay the re-inspection (Note: the re-inspection must occur during the life of the licence)
- Appointments to visit the property to check compliance with conditions are delayed resulting in renewal information not being clear i.e.: two different fees quoted (and not able to offer a two year licence at that stage)



The Bad...

RENEWED Licences

- Application form, all requested documents and fees are not submitted within the required deadlines
- There are outstanding conditions
- There may have been some justified service requests (complaints)



The Bad...

- And when the Licensing Team have done all they can and the applicant / licence holder still hasn't complied.... Over to the HMO Enforcement Team



The Bad...

- Failure to send in documentation for an application – it will be invalid! It is an offence to make an invalid application
 - Failure to send in gas or electrical certificates when requested – it is an offence under Management Regulations
- 159 We will write to the landlord to explain the seriousness and if they still don't comply....



The Bad...

- Interview under caution – establish has an offence been committed?
- Refusal to grant licence because we don't have confidence in management
- Possible prosecution or caution if an offence has been committed! Then you would not be Fit and Proper and wouldn't be able to hold a licence
- We would revoke / refuse all licences
- Someone else needs to hold a licence for you or if you don't find someone else we consider suitable then Council will make an interim management order where the Council take over the management of the property
- All for not sending in something when asked!



The Bad...

- Failure to complete work required as a condition
- It is an offence to fail to comply with any condition on a licence
- Not done on first inspection – may carry over the work to the next licence. This means landlords are charged a higher fee.
- 161 • Second re-inspection – still not done...
- Interview under caution – has an offence been committed?
- Possible prosecution or caution!
- Then you would not be Fit and Proper and wouldn't be able to hold a licence
- Revocation of all existing licences
- Could lead to an Interim Management Order (IMO)



The Ugly....

- Those landlords that ignore their legal responsibilities
- Don't apply for a licence
- Poor conditions
- Over - occupied

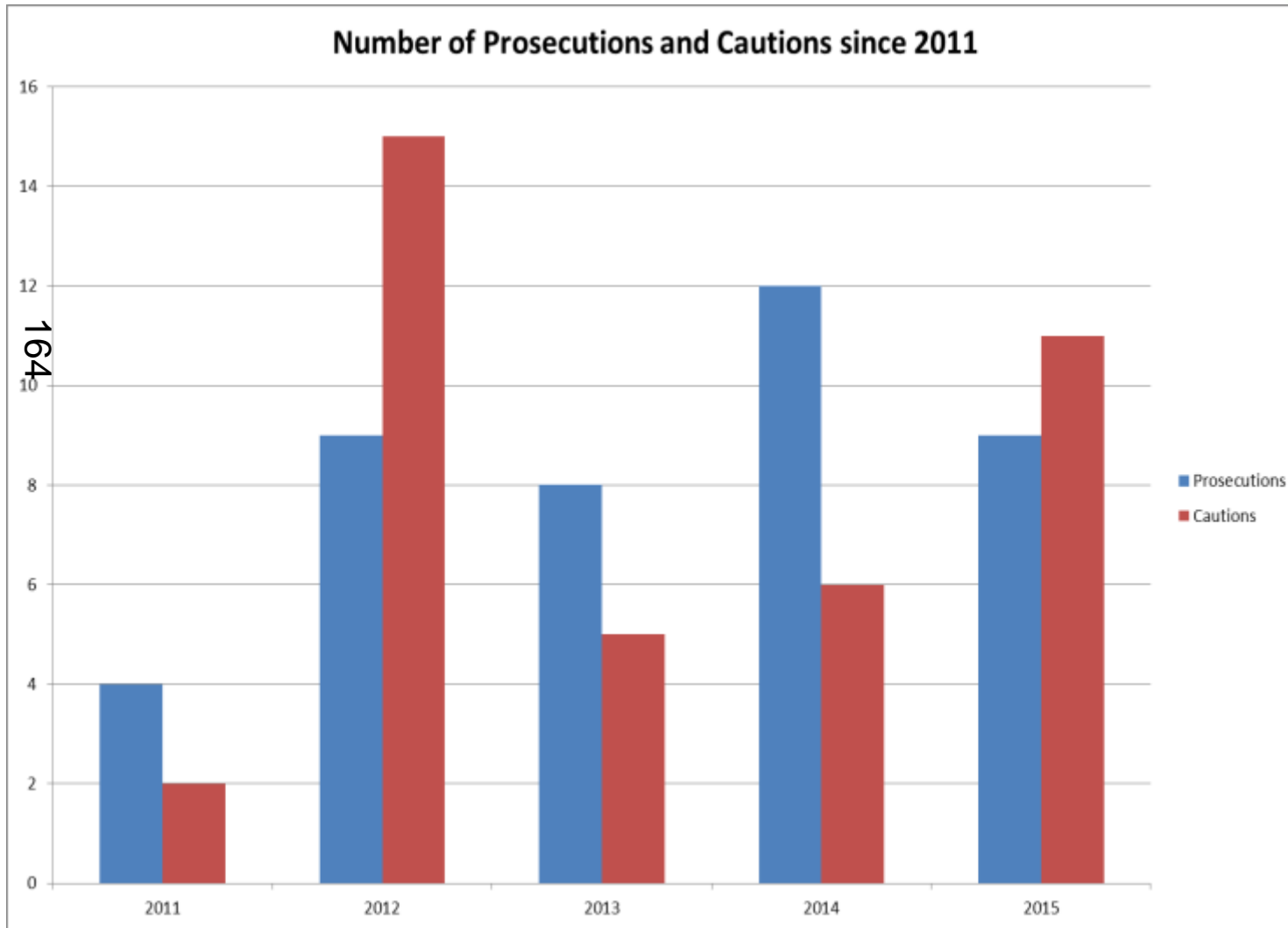


The Ugly...

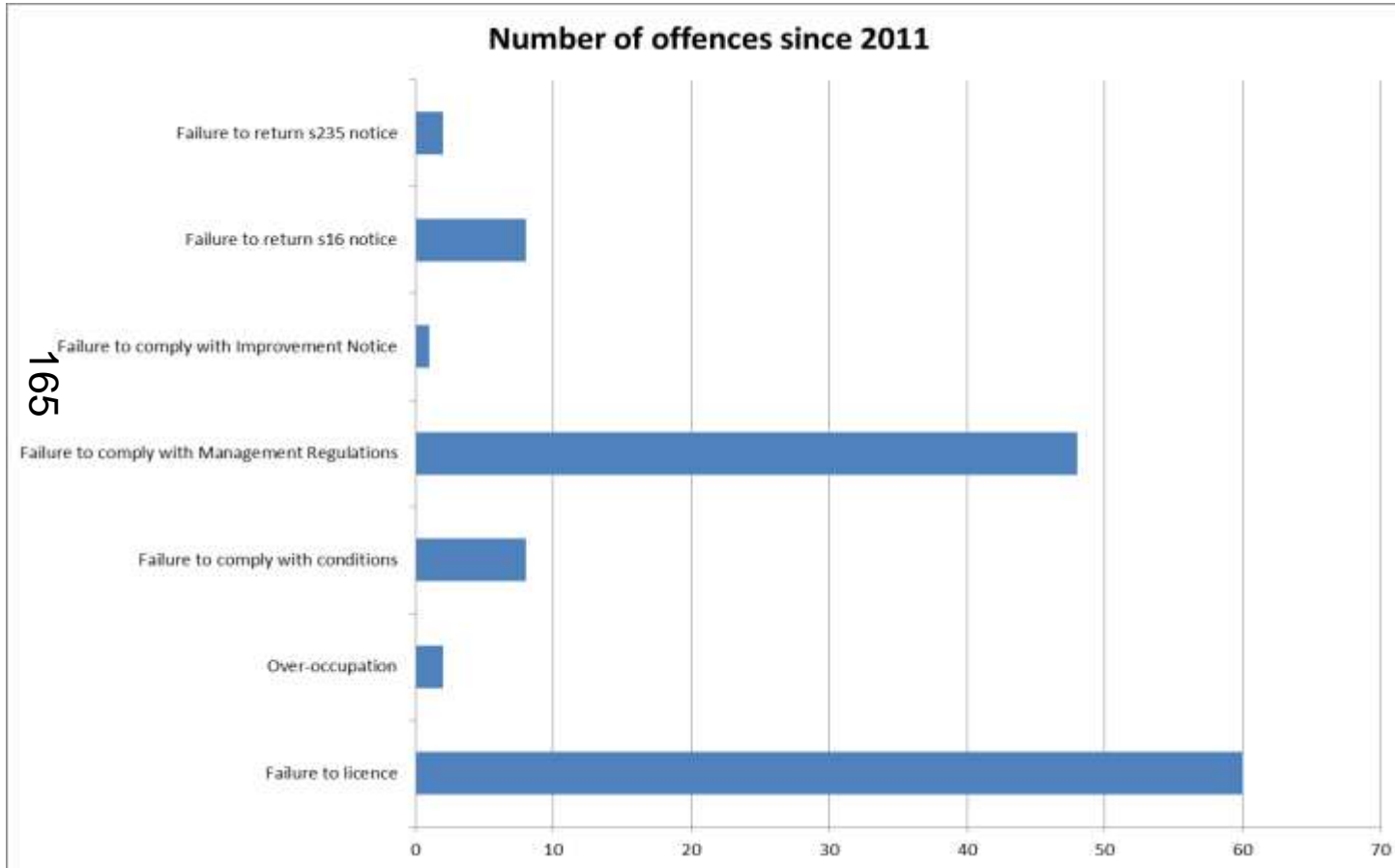
- Prosecuted 42 landlords / agents for HMO related offences
- Issued 39 formal cautions
- 129 offences in total
- Over £161,000 in fines
- Over £35,700 in costs



The Ugly...



The Ugly...



The Ugly...

Caution or prosecution leads to:

- Person who has committed the offence not being fit and proper
- Any one associated with them being not fit and proper e.g. husband / wife / business partner
- Refusal / revocations of licences
- New application needed (full fee)
- New licence holder cannot be related to applicant
- If no application is made, the Council can take over the management of the property for five years
- The Council has made 4 Interim Management Orders since 2011



Thanks
Any questions



Blind Licensing – 1, 3 or 5 year licences

Katherine Coney, Principal Lead Officer, HMO Enforcement Team



1, 3 or 5 year licences?

- The scheme is currently an annual licensing scheme
- Introduced 2 year licences to recognise accredited landlords who complied with all their conditions, submitted applications promptly and fully completed and where there were no complaints from tenants
- Possibility of having longer licences with the renewed scheme



1 year licence - default

- **Scheme remains as annual licence**
- **Default is to get a 1 year licence**
- **Where we have concerns about the management of the property e.g.**
 - outstanding conditions,
 - reminders needed to submit applications or documents,
 - On re-inspection we find lots of repair problems leading to new conditions and further re-inspection,

170



3 year licence – some ideas

- **To recognise and reward good landlords and agents who are:**
 - Accredited (OCLAS / NLA)
 - Attend one Oxford run training event each year
 - Make full applications on time and made valid quickly
 - All documents submitted and are current
 - On re-inspection find less than 3 new repair issues that could be due to tenant behaviour
 - No more than 2 service requests about the property received by Oxford

171



5 year licences – some ideas

- Applications submitted on time and made valid without need for reminders
- Fee and documents submitted on time
- All conditions completed
- No new conditions
- No service requests received about the property
- Have completed your own Fire Risk Assessment



Other considerations

- Does this apply to each landlord or each property?
 - Licences could be varied e.g. if standards slip we could vary the licence from 3 year to 1 year
 - Where there is improvement, you could move up a level
- 123 Risk rate conditions e.g. fire safety / poor conditions may lead to a 1 year licence whereas minor decoration would be accepted under a 3 year licence



Key Findings from Review

Adrian Chowns
HMO Enforcement Team Manager



Why Review?

- Under s.60 (3) of the Housing Act 2004 *‘a local housing authority must from time to time review the operation of any designation made by them’*
- This review fulfils the responsibility under the legislation but also provides the Council with a progress report to use as a platform for considering the future of the scheme.



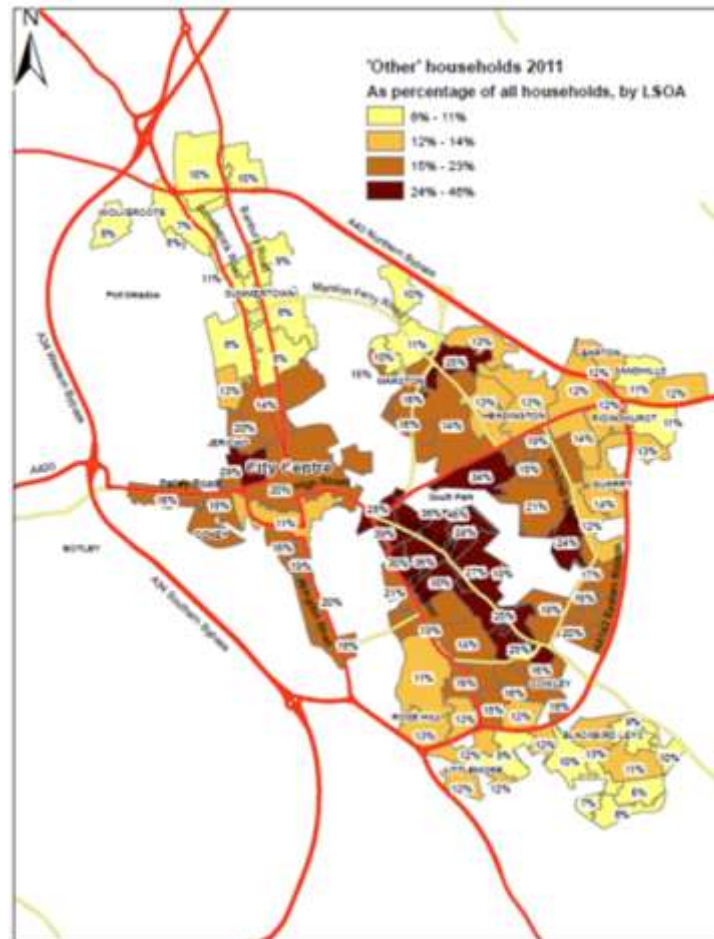
Scope

- Profile of HMOs
- Licensing
- Compliance
- Incentives
- Enforcement



Profile of HMOs

- Growth of PRS in Oxford
- HMOs currently make up approx. 44% of stock
- Around 7,000 HMOs
- Increase of 36% over past 6 years

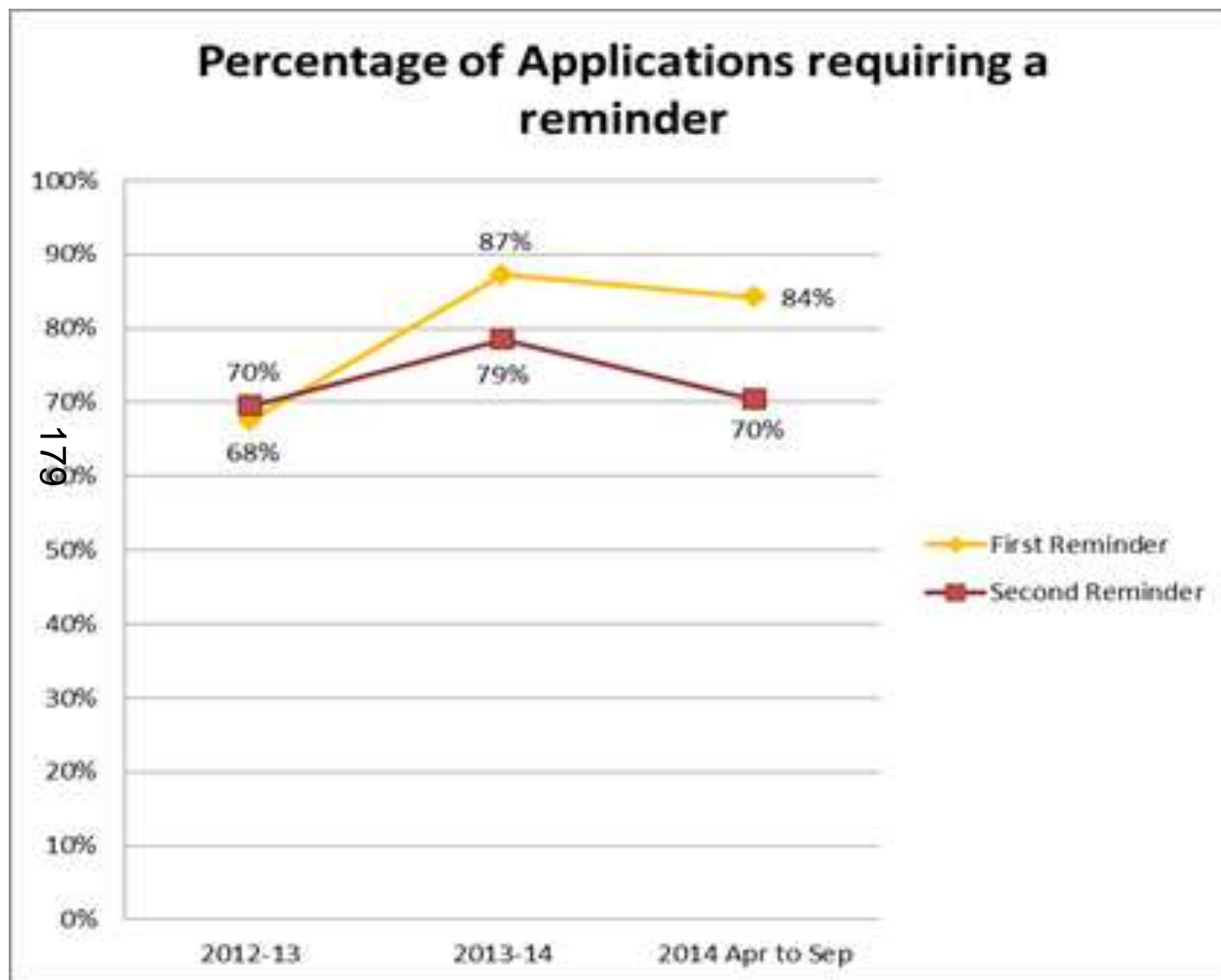


HMO Licensing Overview

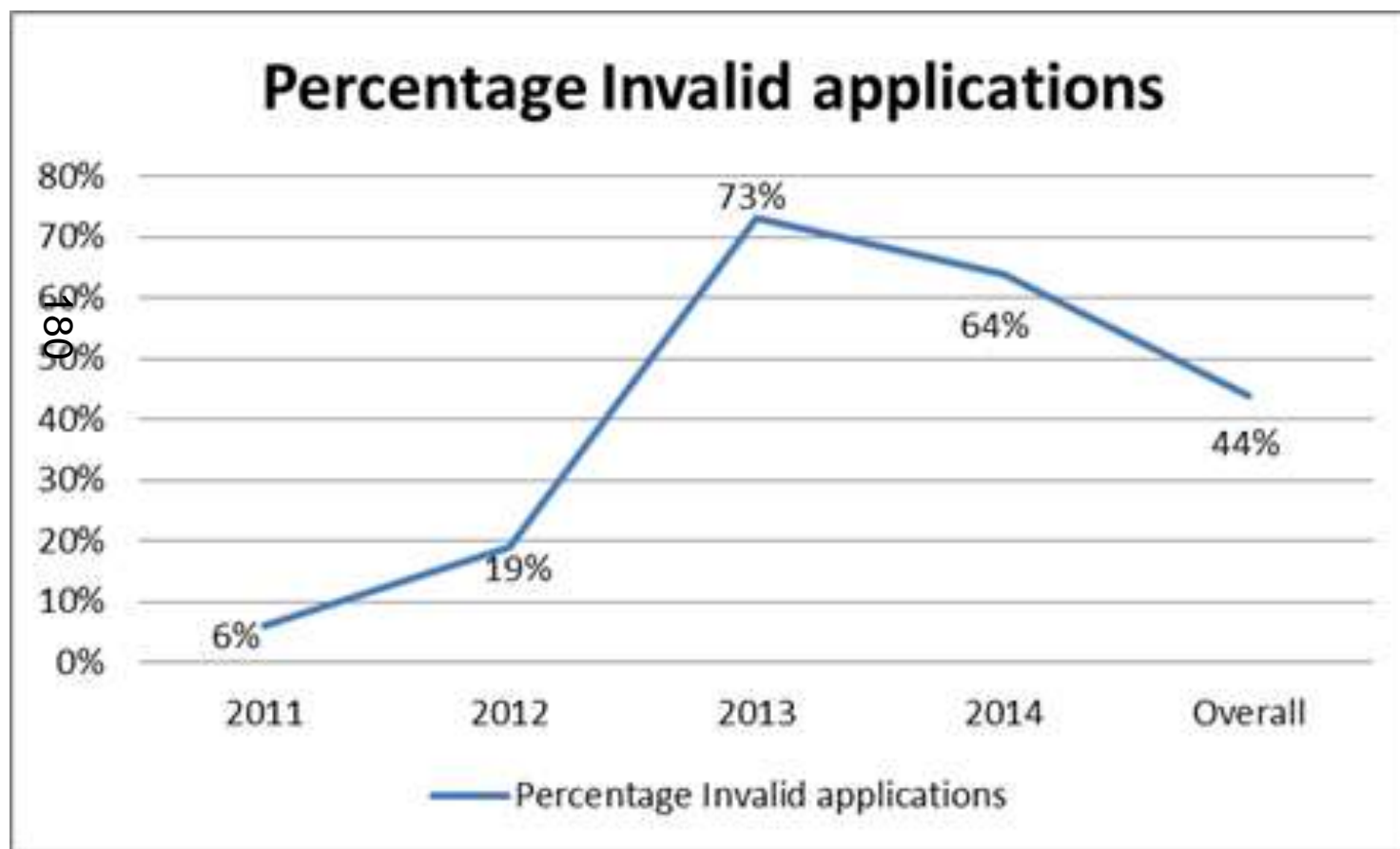
- Licensed some 3,500 HMOs
- Processed over 7,000 applications (new and renewals)
- 178 Attached around 80,000 conditions to licences
- Over 19,000 visits carried out to HMOs
- 100`s of investigations



Reminders



Invalid applications



Conditions

- **Section 67 HA 2004**
- **Council considers appropriate**
 - Management, use and occupation
 - Condition and contents
- 181 **May in particular include**
 - Restricting numbers
 - Prevent or reduce ASB
 - Providing facilities and equipment
 - Keep facilities and equipment in good repair
 - Completing work within specified periods



Conditions

- **Mandatory**

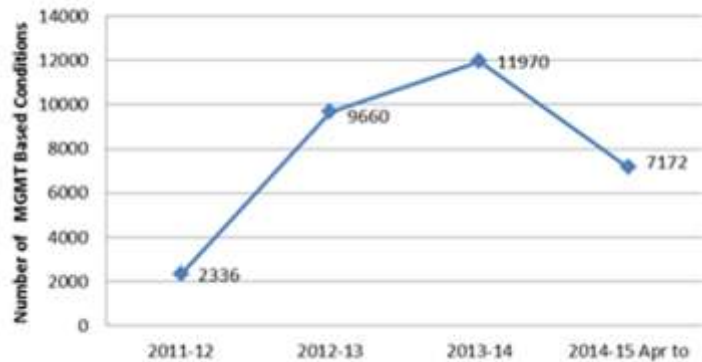
- Gas certificate every 12 months
- Electrical appliances and declaration
- Furniture and declaration
- Smoke alarms installed and kept in proper order and declaration
- Written statement of terms on occupation



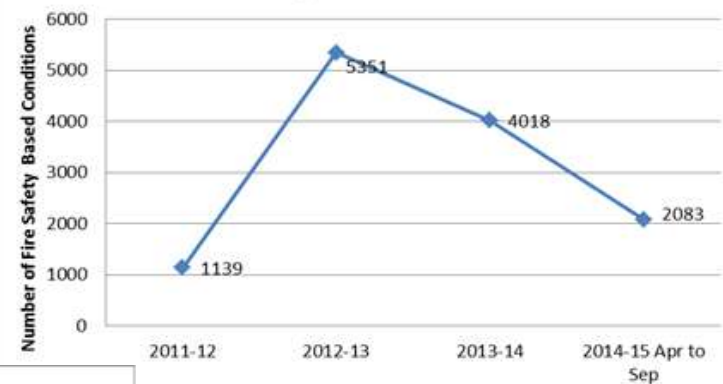
www.oxford.gov.uk



Legal and Standard Conditions



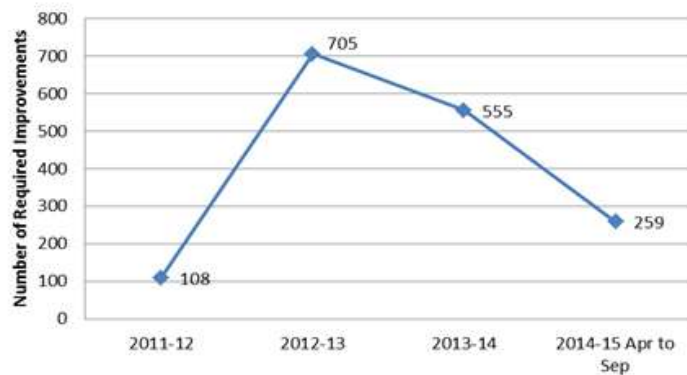
Fire Safety based Conditions



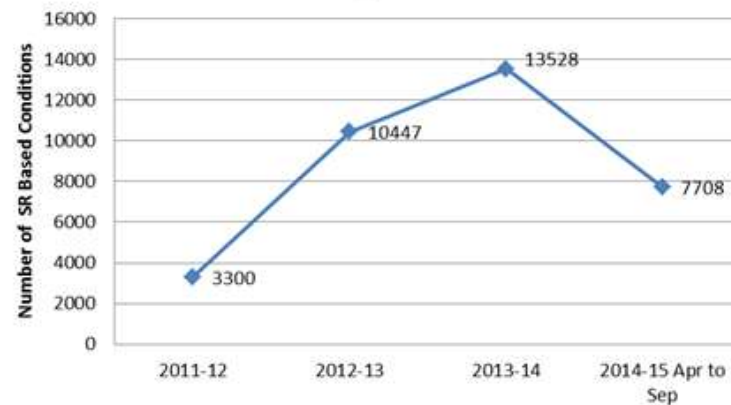
Average Conditions per Licence



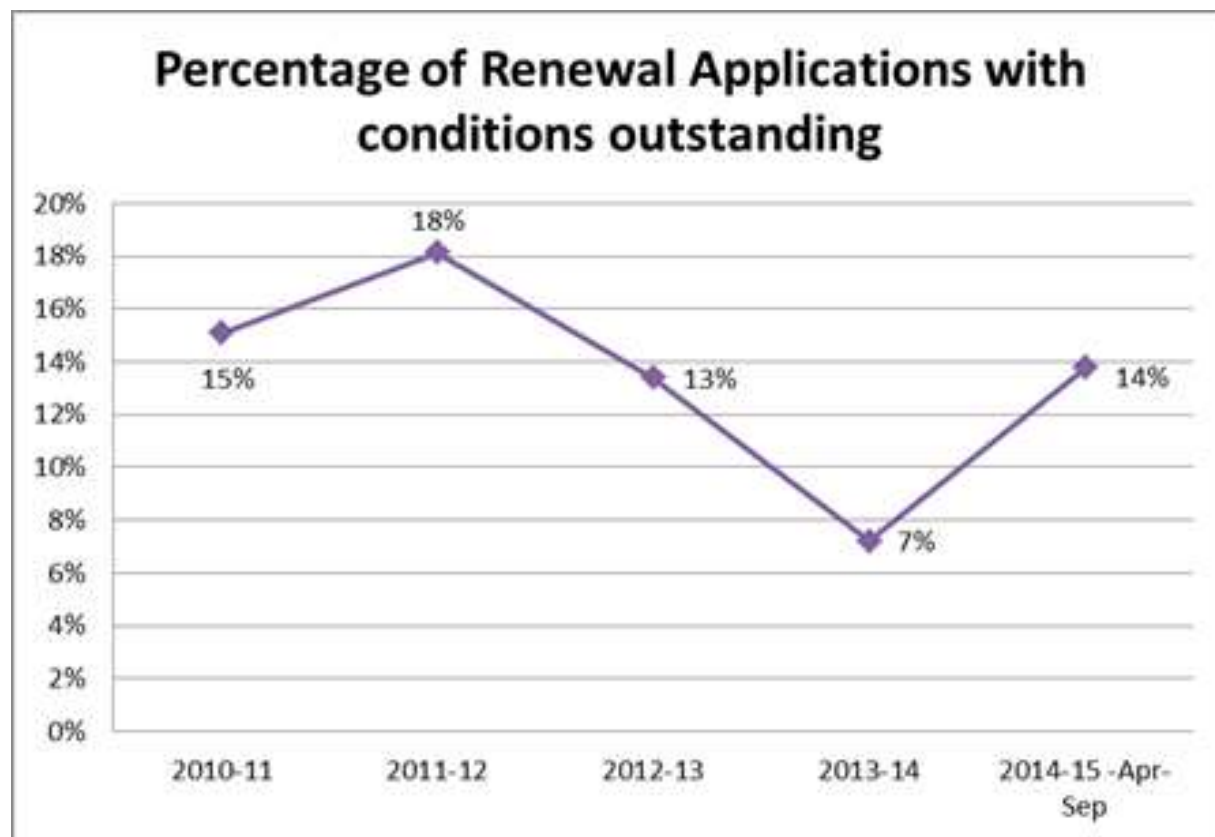
Amenities and Facilities based Conditions



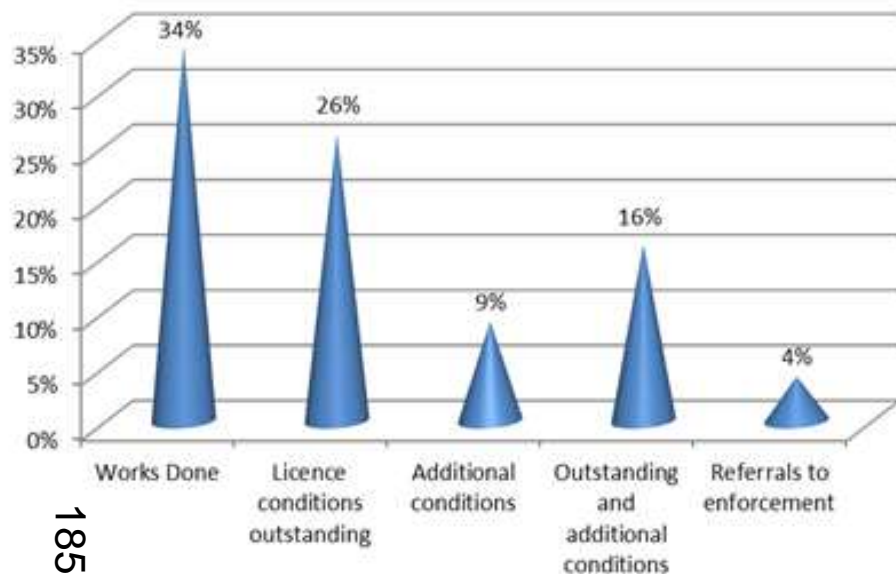
Health and Safety based Conditions



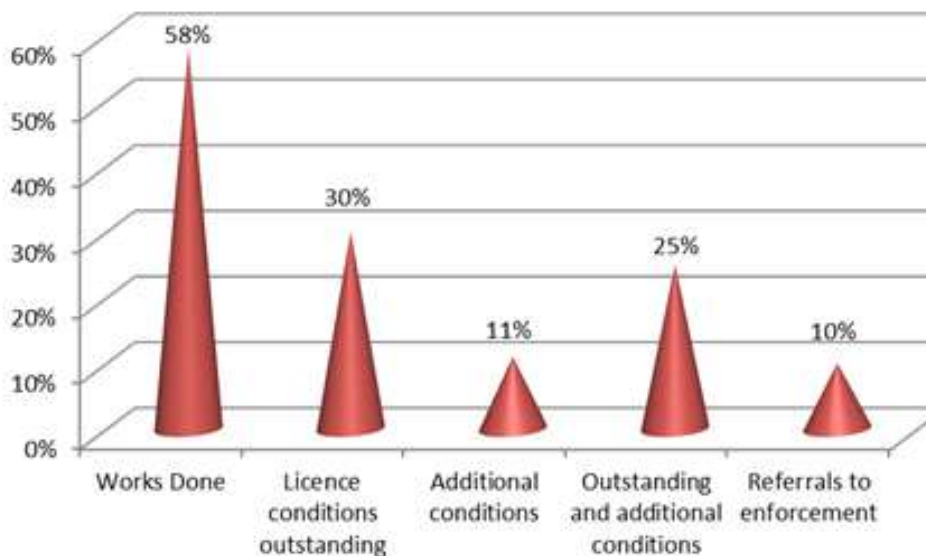
Compliance rates



Compliance rates



185



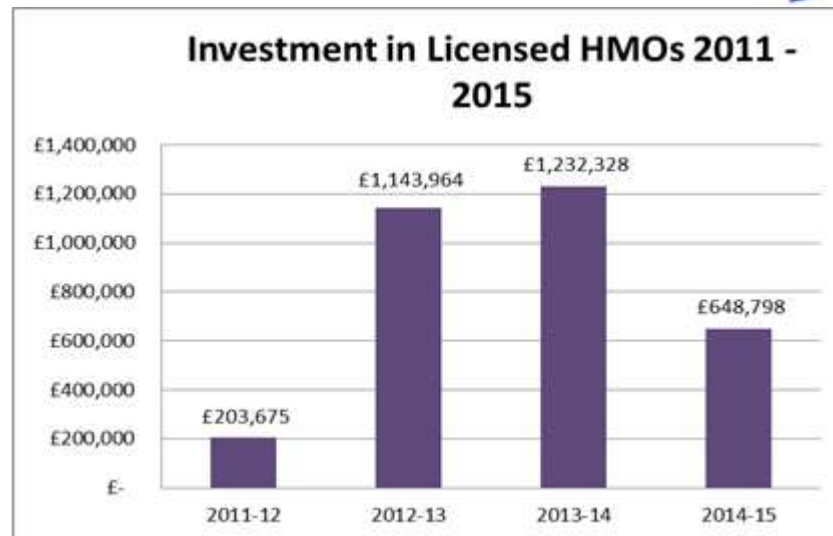
Investment

- Estimated approximately £3.2 million invested in HMOs in the City.

↑86

Equates to £930.00 per licensed HMO over past 4 years

- Average investment annually grew up to 2014.
- Dramatically reduced in 14/15



Fees and Incentives

- No fee or limit set by Government
- Up to Council to calculate costs
- Consider staff costs, training, inspections, administration and publicity
- Council sets its licence fees and if appropriate may decide to subsidise licence fees in some cases



Fees and Incentives

- OCC introduced Scheme as self financing
- Fees and charges reviewed regularly

188 In early years fees increased with inflation

- 2014 significant change
- Simplify approach
- Acknowledge that no time difference based on size of HMO



Fees and Incentives

- New structure
- Acknowledged less time spent with 'good' landlords
- Higher fee for 'confidence in management'
- 2 year licence for accredited landlords/agents



Fees and Incentives

- Landlord accreditation
- Improve condition and management of PRS
- Free to join
- Requirement to attend one day training
- Provides an opportunity for landlords to become better at managing and maintaining properties in the PRS under their control without the need for the Council's to intervene.
- In 2014 ...94 Landlords and Agents have taken up accreditation.. Current membership 77



Enforcement

- Proactive approach to enforcement
- Took more prosecutions than most other LA`s
- 100`s of investigations
- 191. 33 successful prosecutions in the past 12 months
- £110k fines
- Interim Management Orders



Enforcement

- Historically focussed on unlicensed HMOs
- Non compliance cases informal approach
- Formal action in handful of cases
- Losing licence great concern
- Steps taken to remedy without legal intervention



Recommendations

- Scrutiny Panel considered report to June City Executive Board
- City Council renews the HMO licensing scheme in its entirety for a further 5 years
- 193 • Consideration should be given to appropriate incentives and disincentives for landlords
- Balance between taking a more pro-active approach to compliance
- Continuing efforts to extend the licensing scheme to cover more HMOs.



Next Steps

- Statutory 10 week Consultation (minimum period)
- Consultation commenced 15th June
- Concludes 24th August
- Variety of activities



Consultation

- Web based questionnaire for all
<http://consultation.oxford.gov.uk/consult.ti/hmolicensingreview/consultationHome> – link on Oxfordshire District Councils
- Roadshows - aimed at general public completed during June/July
- Second Phase of Roadshows commencing 27 July at Cowley library and Oxford central library
- 28 July at Headington library
- 29 July at Blackbird Leys library
- Similar events TBC at Summertown and Old Marston libraries



Consultation

- **Meetings with Residents and Councillors - ongoing**
- **Flyers and posters – distributed to local agents, community centres, libraries, Council offices**
- **Newspaper adverts – ongoing in Oxford Mail, Times**
- **Social media updates**
- **Advert on email signatures**
- **Landlord Information Exchange – Today! Proposed second event in Aug**



APPENDIX 9 – POSTERS, FLYERS AND NEWSPAPER ADVERTS



HMOs
Tenants, Landlords and Letting Agents
Please Tell Us Your Views ...

Consultation 15 June to 24 August

Oxford City Council is consulting on the future of the HMO licensing scheme that operates across the whole of the City of Oxford

An HMO is any private sector rented accommodation that is occupied by three or more people who form more than one household. We would like to hear your views on Oxford's HMO licensing scheme if you are:

- currently a tenant or have been a tenant of an HMO in the last 5 years
- a landlord or have an interest in becoming one
- a letting agent or involved in the management of HMO properties.

To have your say:

- Visit: www.oxford.gov.uk/consultation
- Email: hmos@oxford.gov.uk
- Call: 01865 252211

You can also see us in person at our roadshows:

● 24 June	10.00 to 12.00	Courtland Road, Rose Hill
	14.00 to 16.00	Templars Square, Cowley
● 25 June	10.00 to 12.00	Underhill Circus nr Neighbourhood centre, Barton
	14.00 to 16.00	London Road, Headington
● 29 June	10.00 to 12.00	Atkyns Road, Wood Farm
	14.00 to 16.00	Blackbird Leys Road, Blackbird Leys
● 30 June	10.00 to 12.00	Banbury Road/Oakthorpe, Summertown
	14.00 to 16.00	Old Marston Road nr No.s 10-15, Marston
● 1 July	10.00 to 12.00	Cowley Rd near Manzil Way, East Cowley
	13.00 to 15.00	Cowley Rd near Manzil Way, East Cowley
● 2 July	10.00 to 12.00	La Marsh Road, Botley
	13.00 to 15.00	La Marsh Road, Botley
● 6 July	10.00 to 12.00	Clarendon Centre, City Centre
	14.00 to 16.00	Walton Street, Jericho

Landlord's Information Exchange
Kassam Stadium, 21 July 2015, 9.30am to 4pm
Landlords and prospective landlords come and join us in person at an exchange of advice, ideas and discussion on the future of HMO licensing in Oxford

Building a world-class city for everyone





HMOs

Consultation 15 June to 24 August 2015

To have your say visit: www.oxford.gov.uk/consultation

**Landlord's
Information
Exchange**

Kassam Stadium
21 July 2015
9.30am to 4pm

www.oxford.gov.uk



**OXFORD
CITY
COUNCIL**

Are you interested about Houses in Multiple Occupation (HMOs) in Oxford?

Do you own, manage or let HMOs in Oxford? Have you lived in an HMO in the past 5 years? If so then read on....



An HMO is any house or flat that is occupied by three or more people who form more than one household.

A household may be

- a single person or
- several members of the same family.

For example: a house occupied by a brother, sister and one other unrelated occupant would be an HMO.

The Council is consulting on the future of the HMO licensing scheme that operates across the whole of Oxford city and would like to obtain your views.

How can I get involved?

- ⇒ Complete an online questionnaire at www.oxford.gov.uk/PageRender/decCo/Consultation.htm
- ⇒ Email hmos@oxford.gov.uk and express your interest in being involved
- ⇒ Contact us about coming along to forthcoming roadshows in your area during June and July

www.oxford.gov.uk



Want to contact us or comment?

Call us on 01865 252211.

Email: hmos@oxford.gov.uk

[www.twitter.com/
OxfordCity](https://www.twitter.com/OxfordCity)

[www.facebook.com/
OxfordCityCouncil](https://www.facebook.com/OxfordCityCouncil)

[illegible]

Three Musketeers, each eight from Danversworth, near Slough, was among the visitors to the open day.

Science centre takes first visitors in 10 years

visitors streamed into the Hamwell science complex for his first open day in more than 10 years.

The site, which includes the Rutherford Appleton Laboratory, opened its doors to allow people to find out more about research and

Organisers said 15,000 people visited over the course of Saturday. Visitors were able to view the Science and Technology Pavilion, Grand (STPG) central laser facility which contains the Vulcan laser.

The beast from the Vulcan is the equivalent size of taking all the fight the sun is shining on the Earth at any one time and hoisting it on the air hand.

Nurse is struck
after a secret affair
with male patient

Employee kept a three-year relation

By Jon Garvin
jgarvin@hawaii.edu

A MENTAL health nurse who had a three-year relationship with a patient was indefinitely struck off from the profession.

Anna Wipshoff started the relationship while recovering from a drug addiction when he was discharged from the Leishman Mental Health Centre where she worked in June 2011.

The pair ended up sleeping together over a night out and had their relationship from Wipshoff's manager at the Oxford Road, West Warrington Trust.

But when the father was re-admitted to the Phoenix Ward at the centre in 2012, Wardach insisted on giving him one-to-one care and taking him out on trips alone.

found listing her as a referee. It was not until December 2000 that she resigned.

William Nelson, chairman of Mining and Millinery Council (MIMC) Hines, to produce hearing, ruled that Winkler would be struck off the roster.


He said, "Mr. Winkler should be struck off. That's the only decision that is both appropriate and appropriate in the circumstances of this case."

When lawyers bowed to Jesus last year, Winchick admitted: "It was a mistake, but neither of

She said: "I don't believe a relationship had a negative impact on him. I can't believe anyone that knew him would see him as vulnerable."

Wladach, who did not attend the hearing in court, apparently admitted failing to maintain professional boundaries, in trying to disclose her relationship with the patient, referred to

Oxford City Council Consultations
15 June to 24 August 2015



HMO Roadshows
**Come and speak to Council staff
to discuss HMOs and the current
consultation**

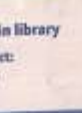
27 July from 10am to 12pm
Cowley Library in the foyer room

27 July from 2pm to 4pm
Oxford Central Library, 1st floor main library

28 July from 2pm to 4pm
Headington Library, entrance hall

29 July from 2pm to 4pm
Blackbird Leys Library, main library

For further information contact:
✉ Email: hmos@oxford.gov.uk
✉ Call: 01865 252211



Building a world-class city for everyone

News

▲ Families and homeless tuck in at surplus food cafe

FOOD of pasta, lasagna and desserts feed the stomachs of those who called Oxford's newest Food Surplus Cafe.

About 300 people went to the East Oxford Community Centre to eat food that supermarkets or cafés would have otherwise thrown out, such as vegetables or salads that are edible but look unappealing to shoppers.

Oxford University student David Coombe was among 10 volunteers and said the kitchen included facilities, young people and the homeless.

The 25-year-old, who is studying a PhD in climate change and used to be in the food chain, said: "It was really fun to be in the kitchen and see all the food that goes to waste."

"We served six different dishes including pasta, lasagna, salads and soups. There were a lot of families, quite a lot of young people and a few homeless people."

"We moved on quickly from with loads of leftover food that we were taking over to recycling."

The cafe, which has not been before in the community centre earlier this year, had about 10 volunteers and about 100 people to help serve the food and drink.

People enjoying their meals were also given the chance to play through the food bank as well as providing entertainment for other guests instead of with cash.



FROM LEFT: Melissa Harris, 22, and David Coombe, 25, of the Oxford Food Surplus Cafe. From David Coombe, 25

Steam and Vintage show set to return

WHEN The West Oxfordshire Steam and Vintage show returns this weekend, Vintage steam engines, historic cars, tractors, vintage airplanes, buses, cars and motorcycles will all come to the site on the A41, near Durdley, in the south-west.

There is a working area where visitors can see the engines, cars and motorcycles. The event is the successor of the Oxford Vintage Rally, which first ran in 1982 and ended in 1990.

Only a few of the vintage cars and motorcycles will be on display, but the show will be a great day for visitors.

Full details about the event can be found on the website.

The event is a great day for visitors to see the vintage cars and motorcycles and to see the working area where visitors can see the engines, cars and motorcycles.

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Full details about the event can be found on the website.

Firefighter hangs up helmet for final time

Colin Keown



GOODBYE: Dad-of-three retires after 17 years of battling to extinguish blazes

A FIREFIGHTER who tackled blazes at Oxford's Police Station and the South Oxfordshire District Council Fire Station has now retired after 17 years' service.

David Keown's first call out was in a Christmas Tree fire on Christmas Day 1998, which turned out to be a false alarm.

The dad-of-three, whose father and mother also worked in the fire service, started as an official retirement contractor at Oxford Fire Station in 1998.

He said: "It's a difficult job but you get the satisfaction when you get the job done."

"With being retired now it's a bit of a relief but I'll miss the job."

My husband, who is a retired firefighter and usually works as a supervisor in the fire service, has been in the fire service for 17 years.



David Keown, a firefighter, standing in front of a fire engine.

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Oxford City Council Consultation
15 June to 24 August 2015

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News

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College takes over palace for student awards

STUDENTS, staff and family from Abingdon and Witney College attended the Student of the Year Awards at Wytham Palace.

A total of 90 students were given accolades for their efforts in subjects including engineering, vocational education, higher education and apprenticeship.

Mayor of Witney, Jim King was on hand in present awards including Student of the Year, which was given to David and Victoria student Emily Day.

Her father Helen Brown said: "This student has impressed me the most with her attitude, work ethic, drive and determination in school."

"Emily's time at college has been nothing short of phenomenal. From a shy and quiet teenager to a confident and dedicated young woman, she has excelled in every subject."

College principal Trevor Baily said: "Our annual awards event is a very special evening, all about celebrating the achievements of students who have been chosen by their peers and their parents for their achievements."

"All of the winners are fantastic examples of students who have excelled in their chosen subject and beyond."

The event also featured a guest speaker from the Lord Lieutenant of Oxfordshire, John Hammond.

Girls try out hi-tech gadgets with guest engineers



Students, in groups, at last year's event in photograph (above) and at the Oxford High School engineering event.

SCIENCE girls got the chance to try their hand at engineering with industry professionals.

Girls from Oxford High School, in Babbington Road, were invited to a staff-led/teacher-led

workshop to learn about engineering in their experience.

The students came from a range of Oxfordshire schools, including Thomas Winer, Garsington, Banbury, and Oxon Valley.

Paul Young, Director of the school, said: "The event is a great opportunity for students to learn about engineering in their experience."

The students came from a range of Oxfordshire schools, including Thomas Winer, Garsington, Banbury, and Oxon Valley.

technology, I want to be an architect, and my interests include art, music and physics. I use my technology for this and how it can be used in my future work."

Oxford City Council Consultation
15 June to 24 August 2015

HMOs
How should the Council ensure they are well managed and safe to live in?

Tell us your views on Houses in Multiple Occupation (HMO) Licensing scheme

- Around 1 in 5 people in Oxford live in an HMO.
- Almost 50% private rented properties are HMOs.
- Oxford has the 14th highest number of HMOs in the country.

To have your say visit:
www.oxford.gov.uk/consultation

Your view is important to us and will help us improve and develop our services.

Building a world-class city for everyone.

I'm cycling to Paris in memory of my wife

Kieran Davey

kieran@oxfordmail.co.uk

A FORMER RAF serviceman is taking on a gruelling 450-mile cycling challenge to raise money for the memory of his late wife, Maria. Kieran Davey, 41, of Chipping Norton, will cycle from London to Paris in September to raise money for the charity, which is a charity for the RAF and has been set up for the past 20 years.

After 20 years, the charity will raise the funds to build a new RAF base in Lincolnshire, which will be the first of its kind in the country. The challenge is the first of its kind in the country, which is a charity for the RAF and has been set up for the past 20 years.

After returning home from the war, the 40-year-old Davey and his wife had been advised to the former General Theobald in Lincolnshire with a serious heart condition.

PEDAL POWER: Ex-RAF man wants to raise £2,000 for the Royal British Legion



Kieran Davey is cycling to Paris in memory of his wife.

was not told until he was 40 that he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.

My heart condition was not told until he was 40 that he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.

The old man of my heart condition was not told until he was 40 that he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.

My heart condition was not told until he was 40 that he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.

of September in 2011, the man was told he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.

My heart condition was not told until he was 40 that he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.

The old man of my heart condition was not told until he was 40 that he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.

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The old man of my heart condition was not told until he was 40 that he had a heart condition. He was told he had a heart condition and he was told he had a heart condition.



www.oxford.gov.uk

Oxford City Council invites you to

Landlords Information Exchange

21 July 2015 9:30am to 4pm

**Kassam Stadium, Grenoble Road
Oxford, OX4 4XP**

**Landlords and prospective landlords
come and join us at an exchange of
advice, ideas and discussion on the
future of HMO licensing in Oxford**

To book a place and for further
information contact:

- Email: hmos@oxford.gov.uk
- Call: 01865 252211



Building a world-class city for everyone

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Landlords and prospective landlords come and join us at an exchange of advice, ideas and discussion on the future of HMO licensing in Oxford

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Your view is important to us and will help us improve and develop our services.



Oxford City Council Consultation

15 June to 24 August 2015

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HMOs



How should the Council ensure they are well managed and safe to live in?

**Tell us your views on
Houses in Multiple Occupation
(HMO) Licensing scheme**

- Around 1 in 5 people in Oxford live in an HMO.
- Almost 50% private rented properties are HMOs.
- Oxford has the 14th highest number of HMOs in the country.

To have your say visit:
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Your view is important to us and will help us improve and develop our services.



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Oxford City Council Consultation
15 June to 24 August 2015



HMOs

How should the Council ensure they are well managed and safe to live in?

**Tenants, Landlords and Letting Agents
Please Tell Us Your Views . . .**

Building a world-class city for everyone

Oxford City Council is consulting on the future of the HMO licensing scheme that operates across the whole of the City of Oxford

An HMO is any private sector rented accommodation that is occupied by three or more people who form more than one household. We would like to hear your views on Oxford's HMO licensing scheme if you are:

- currently a tenant or have been a tenant of an HMO in the last 5 years
- a landlord or have an interest in becoming one
- a letting agent or involved in the management of HMO properties

To have your say:

- Visit: www.oxford.gov.uk/consultation
- Email: hmos@oxford.gov.uk
- Call: 01865 252211

You can also see us in person at our roadshows:

- **1 July** 10.00 to 12.00 Cowley Rd near Marzill Way, East Cowley
13.00 to 15.00 Cowley Rd near Marzill Way, East Cowley
- **2 July** 10.00 to 12.00 La Marsh Road, Botley
13.00 to 15.00 La Marsh Road, Botley
- **6 July** 10.00 to 12.00 Clarendon Centre, City Centre
14.00 to 16.00 Walton Street, Jericho

**Landlord's Information Exchange
Kassam Stadium, 21 July 2015, 9.30am to 4pm**

Landlords and prospective landlords come and join us in person at an exchange of advice, ideas and discussion



Oxford City Council Consultation
15 June to 24 August 2015



HMOs

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To have your say:

- Visit: www.oxford.gov.uk/consultation
- Email: hmos@oxford.gov.uk
- Call: 01865 252211

You can also see us in person at our roadshows:

- **29 June** 10.00 to 12.00 Atkyns Road, Wood Farm
14.00 to 16.00 Blackbird Leys Road, Blackbird Leys
- **30 June** 10.00 to 12.00 Banbury Road/Oakthorpe, Summertown
14.00 to 16.00 Old Manston Road nr Nos 10-15, Manston
- **1 July** 10.00 to 12.00 Cowley Rd near Marzill Way, East Cowley
13.00 to 15.00 Cowley Rd near Marzill Way, East Cowley
- **2 July** 10.00 to 12.00 La Marsh Road, Botley
13.00 to 15.00 La Marsh Road, Botley
- **6 July** 10.00 to 12.00 Clarendon Centre, City Centre
14.00 to 16.00 Walton Street, Jericho



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Oxford City Council

Jianhua Wang, of Nicholson Road, Oxford, became our 50th successful prosecution when he was found guilty of failure to comply with HMO licence conditions and fined £3,300 at Oxford Magistrates' Court. He was also ordered to pay costs of more than £2,000.

The Council is currently consulting on proposals to extend the HMO licencing scheme for another five years. The consultation closes on 24 August 2015; you're all encouraged to visit our website, oxford.gov.uk, and submit your views.

http://www.oxford.gov.uk/PageRender/decN/newsarticle.htm?newsarticle_itemid=57346

14 August

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Oxford City Council

We're inviting you to participate in the ongoing HMO licensing consultation before it closes on Monday 24 August 2015.

We estimate that one in five residents lives in an HMO and because of Oxford's acute housing shortage, this number is likely to continue to increase.

The HMO licensing scheme has helped to improve standards in the private rented sector and we would like to see further improvements to ensure tenants are not left at risk in poor condition houses.

http://www.oxford.gov.uk/PageRender/decN/newsarticle.htm?newsarticle_itemid=57357

19 August

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Oxford City Council

Want to improve standards of homes rented out to more than two tenants? Take part in our consultation to review the Houses in Multiple Occupation (HMO) licensing scheme: <http://consultation.oxford.gov.uk/consult/ti/hmolicensingreview/consultationHome>

Additional consultation events will take place across Oxford from 2-4PM at the following venues:

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119 Views

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Consultation



You are here: [Review of HMO licensing scheme](#) - [Calendar](#)

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Review of HMO licensing scheme

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[Current consultations](#)

[Closed consultations](#)

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[List](#)



List events [This year](#)

2015 June

15th June, Monday

 Consultation Open Date
13:00

24th June, Wednesday


 [HMO Licensing Roadshow - Rosehill \(Courtland Road\)](#)
We will be in the Rosehill area (Courtland Road) to answer any questions you may have about HMO licensing or the consultation
10:00 - 12:00

25th June, Thursday

 [HMO Licensing Roadshow - Barton \(Underhill Circus nr. Neighbourhood Centre\)](#)
We will be in Barton (Underhill Circus) to answer any questions you may have about HMO licensing or the consultation
10:00 - 12:00

 [HMO Licensing Roadshow - Headington \(London Road\)](#)
We will be in Headington (London Road) to answer any questions you may have about HMO Licensing or the consultation
14:00 - 16:00

29th June, Monday

 [HMO Licensing Roadshow - Wood Farm \(Atkins Road\)](#)
We will be in Woodfarm (Atkins Road) to answer any questions you may have about HMO Licensing or the consultation
10:00 - 12:00

2015 July

30th June, Tuesday

HMO Licensing Roadshow - Summertown (Banbury Road/Oakthorpe)

We will be in Summertown (Banbury Road/Oakthorpe) to answer any questions you may have about HMO Licensing or the consultation

10.00 - 12.00

HMO Licensing Roadshow - Marston (Old Marston Road)

We will be in Marston (Old Marston Road nr. 10-15 Old Marston Road) to answer any questions you may have about HMO Licensing or the consultation

14.00 - 16.00

1st July, Wednesday

HMO Licensing Roadshow - East Oxford (Cowley Road)

We will be in East Oxford (Cowley Road nr. Manzil Way) to answer any questions you may have about HMO Licensing or the consultation

10.00 - 15.00

2nd July, Thursday

HMO Licensing Roadshow - Botley (La Marsh Road)

We will be in Botley (La Marsh Road) to answer any questions you may have about HMO Licensing or the consultation

10.00 - 15.00

6th July, Monday

HMO Licensing Roadshow - Clarendon Centre

We will be in and around the Clarendon Centre on the 23rd June between 10am and 12noon to answer any questions you may have about HMO licensing and the consultation

10.00 - 12.00

HMO Licensing Roadshow - Jericho (Walton Street)

We will be in Jericho (Walton Street) between 2.00pm and 4.00pm to answer any questions you may have about HMO licensing or the consultation

14.00 - 16.00

21st July, Tuesday

Landlords Information Exchange - HMO Licensing

This event will held at the Kassam Stadium and will include presentations from the Council about the current scheme and the future proposed renewal of the licensing scheme. Further details will be sent out to landlords and agents.

10.00 - 16.30

27th July, Monday

HMO Licensing Drop In at Cowley Library

10.00 - 12.00

 [HMO Licensing Drop In at Central Library \(first floor\)](#)
14.00 - 16.00

28th July, Tuesday

 [HMO Licensing Drop In Headington Library](#)
14.00 - 16.00

29th July, Wednesday

 [HMO Licensing Drop In at Blackbird Leys Library](#)
14.00 - 16.00

2015 August

5th August, Wednesday


 [Landlords Event - Town Hall](#)
Second Landlord Event at the Town Hall to discuss HMO Licensing
09.00 - 13.00

 [Lye Valley Residents Meeting](#)
Lye Valley meeting about HMO Licensing Scheme
19.00 - 20.00

17th August, Monday

 [HMO Consultation Roadshow - Summertown Library](#)
Roadshow at Summertown Library to speak to officers about HMO Licensing Scheme
11.00 - 13.00

24th August, Monday

 [Consultation Close Date](#)
23.59

2015 October

15th October, Thursday

 [Outcome Publication Date](#)
(expected)
00.00

PRIVATE RENTED SECTOR CODE OF PRACTICE

Updated July 2015



Private rented sector code of practice

Updated July 2015

This code of practice, originally published in September 2014, has been revised to reflect more recent changes in legislation.

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Association of Residential Managing Agents

British Property Federation

Chartered Institute of Housing

Institute of Residential Property Management

National Approved Letting Scheme

National Landlords Association

National Association of Estate Agents

Residential Landlords Association

Royal Institution of Chartered Surveyors

The UK Association of Letting Agents

Ombudsman Services: Property

Property Redress Scheme

The Property Ombudsman

Deposit Protection Service

My Deposits

Tenancy Deposit Scheme

With thanks to the Department for Communities and Local Government and those who contributed to the wider stakeholder consultation.

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Foreword

We are committed to building a bigger and better private rented sector. The private rented sector provides valuable flexibility within the housing market, with increasing numbers of tenants choosing to rent as a matter of choice. We want to support it and see it grow.

A key part of this is our commitment to minimising excessive regulation of the sector, which would force up rents and reduce choice for tenants. We have put in place measures to create greater choice, professional services and higher quality properties for tenants. That is why we are financing the construction of up to 10,000 new homes specifically for private rent through our £1 billion Build to Rent Fund, while our Private Rented Sector Housing Debt Guarantee Scheme will support up to £3.5 billion of investment in private rented projects, plus a potential share of £3 billion held in reserve.

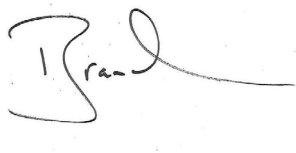
We know that the majority of tenants are satisfied with the performance of their landlords and that the majority of landlords and letting agents provide a good service. However, the small minority of rogues or criminals who exploit tenants drag the reputation of the sector down. We are cracking down on these landlords using a range of tools from legislation, funding and other support to local government.

It is important that tenants and landlords are able to choose letting agents who do operate to best practice. That's why, in October 2013, we asked the Royal Institution of Chartered Surveyors to work with other leading sector organisations to develop a Code of Practice.

I am delighted that the leading organisations representing landlords, letting agents and property managers have come together to create this comprehensive Code that may be used by anyone involved in the letting and management of private rented property.

Where this Code is particularly valuable is that it not only explains what is legally required, but provides a model for best practice. Members of any organisations which have signed up to this Code agree to abide by its contents, giving tenants assurance of a good service, driving up standards in the sector.

I am delighted, therefore, to introduce this Code of Practice. I truly believe it will lead to an even better and more professional private rented sector in England.



Brandon Lewis, Minister of State for Housing and Planning



1 Introduction

1.1 Scope

This Code is intended to promote best practice in the letting and management of *private rented sector* housing in England. The aim of the Code is to ensure:

- Good-quality homes for rent.
- Consistent and high standards of management.
- Choice for the *consumer*.

The Code is intended for use by landlords and lettings and management agents in the private rented sector (PRS).

Whether you are a landlord or an *agent*, if you are responsible for the letting and management of homes you have a minimum duty to achieve basic compliance required by law. However, landlords and agents should aspire to a standard above minimum legal requirements and in line with industry best practice as set out in this Code. If you are unsure of what you should do or what is required of you, seek professional advice. Ignorance or inexperience is not an acceptable defence for poor practice.

A useful checklist has been provided for inexperienced landlords at the back of this Code of Practice – see [Appendix B](#).

1.2 How to use this Code

Terms shown in italics are defined in a [glossary](#) at the end of the Code.

Landlords are responsible for ensuring that they comply with the law when letting and managing residential property. When a landlord engages an agent, the tasks and responsibilities of letting and managing property will be allocated between them. It is for the landlord and the agent to decide and to understand who is responsible for which tasks and responsibilities.

This Code uses the words ‘you’ and ‘responsible person’ to refer to whoever is responsible for a particular task or responsibility. Where items in the Code are aimed *only* at agents or landlords, this is indicated where required.

In the Code:

- The word ‘*must*’ indicates a legal requirement.
- The word ‘*should*’ indicates best practice. Where you should do something and have not, you ought to be able to justify reasons for not doing it.

Where procedures are recommended for specific tasks, these are intended to represent ‘best practice’; that is, procedures that, in the opinion of the property management industry, meet a high standard of competence.

When an allegation of professional negligence or a breach of obligation is made against a responsible person, a court or tribunal is likely to take account of the contents of the Code in deciding whether or not you have acted with reasonable competence.

The principles on which this Code is based are:

- 1 To comply with all laws relating to the letting and management of residential private rented sector property.
- 2 To meet all other legal requirements and relevant codes of practice.
- 3 To let and manage properties in an honest, fair, transparent and professional manner.
- 4 To manage properties with due skill, care and diligence, and ensure that, where staff are employed, they have the skills and training needed to carry out their tasks.
- 5 To do their best to avoid conflicts of interest and, where they do arise, to deal with them openly, fairly and promptly.

- 6 You must not discriminate on the basis of age, gender, race, language, sexuality or any other factor that might place an individual at a disadvantage.
- 7 To ensure that all communications and dealings with *clients* and tenants are fair, clear, timely and transparent.
- 8 To ensure that all relevant information is provided to clients and tenants, including publicising fees, prior to them committing to a *transactional decision*.
- 9 To ensure that all advertising and marketing material is accurate and not misleading.
- 10 To take steps to look after *client money* and to hold this separately from other funds.
- 11 To behave ethically and responsibly at all times.

The Code contains some principles aimed specifically at letting and management agents, as follows:

- To ensure that landlords and tenants are given details of complaints-handling procedures and the redress scheme to which the agent belongs.
- To ensure client money is covered by client money protection.

2 Lettings and management

2.1 For landlords only: selecting an agent

Landlords should only engage agents who:

- are members of an accredited body
- are members of an independent redress scheme
- protect client money by way of a *clients' money protection scheme*; and
- have appropriate insurance such as public liability and professional indemnity insurance.

2.2 For agents only: accepting instructions from a landlord

2.2.1 Conflict of interest

Before confirming instructions, agents and contractors must check that they will not have any *conflict of interest*. If they do, they must declare it and get written permission from the landlord that they can continue to act.

If the landlord gives permission then, at the earliest practical opportunity, and definitely before negotiations begin, the agent or contractor must give details of the conflict of interest, *in writing*, to the prospective tenant.

2.2.2 Giving correct advice

An agent must provide truthful, accurate and unbiased advice to a landlord.

Where an agent advises a landlord about a letting a realistic rental assessment must be made, reflecting current market conditions. It should be supported by comparable market evidence, if available.

2.2.3 Consumer Protection from Unfair Trading Regulations 2008

When offering services to a landlord:

- An agent must comply with the:
 - *Consumer Protection from Unfair Trading Regulations 2008* (CPRs)
 - *Business Protection from Misleading Marketing Regulations 2008* (BPRs)
 - *Unfair Terms in Consumer Contracts Regulations 1999* (UTCCRs)
 - *Supply of Goods and Services Act 1982* (SGSA); and
 - *Unfair Contract Terms Act 1977* (UCTA).
- An agent must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision.
- An agent should refer to the Competition and Markets Authority's [Guidance for lettings professionals on consumer protection law](#) for further information and guidance on the regulations.

2.2.4 Confirming identity

Agents should make every reasonable effort to confirm a landlord's identity before accepting instructions.

If the landlord operates as a business, the agent should identify and confirm who within the business has the authority to act on its behalf.

2.2.5 Agreeing the scope of work

The agent should agree the scope of work and then issue terms of engagement, which should detail the duties the landlord expects the agent to perform.

2.2.6 Terms of engagement

Agents must give landlords written confirmation of their instructions to manage a property on their behalf. This must include details of:

- fees and expenses
- business terms
- the duration of their instructions; and
- the extent of the agent's financial authority to authorise expenditure such as essential repairs/maintenance.

The agent must give these details to the landlord before the landlord is committed or has any liability towards them. The landlord should be given sufficient time to read and understand the agreement before signing.

Terms of engagement must clearly state the scope of the work the agent will carry out and any additional responsibilities. The terms must be fair and must be written in plain and intelligible language.

The terms of engagement should state that a copy of the agent's complaints-handling procedure is available on request, together with details of the redress scheme to which the agent belongs.

If a landlord signs a contract:

- with the agent present at their home; or
- at another location away from the agent's premises; or
- by post or online; or
- without having met the agent

the landlord must be given a right to cancel that contract within 14 calendar days from the date of signing.

If the landlord requires the contract to start before the end of this cancellation period the agent must obtain confirmation of this in writing.

Both parties should sign and date the terms of engagement. Any subsequent changes to terms of engagement must be confirmed in writing and signed by both parties.

2.2.7 Fees, charges and taxes

Agents must provide clearly defined details of their fees and expenses which may become payable. All fees, charges and penalties applicable to both landlords and tenants need to be displayed inclusive of VAT. This is in accordance with the [Advertising Standards Authority](#), the *Consumer Rights Act 2015* and *Consumer Protection from Unfair Trading Regulations 2008* requirements. Agents must prominently display these on their website and at each office where they deal face-to-face with those using or proposing to use their services. They must also state whether or not they are a member of a client money protection scheme and which redress scheme they belong to.

If the agent does not know the exact amount at the time, they should give details of how it will be calculated. This should include any renewal commission and the method of calculation, making clear that this will only arise where the agent is instructed to renew the tenancy or the landlord has specifically agreed to the agent's entitlement. The intention of the legislation is that both tenants and landlords are able to understand what a service or cost is for and why it is being imposed.

Agents should state all fees inclusive of tax, a legal requirement where the landlord is not a business.

Agents must include any contractual right to interest on late payment in the terms of engagement. The terms of engagement should set out which party retains any interest accruing from client money held.

2.2.8 Using subagents

Agents who want to appoint a subagent must first obtain the landlord's authorisation. Appointing a subagent without authorisation may be considered a breach of duty unless it is contained within the agent's terms of engagement.

2.2.9 Commissioning other documentation

You must follow legislative requirements about documentation to be provided at the point of marketing, during the marketing process or on completion. This must include an Energy Performance Certificate (EPC) and, where gas is provided at the property, a current Gas Safety certificate.

3 Lettings

As described in [section 2.2.5](#), landlords who use an agent will have agreed the scope of work that the agent will provide. If the landlord has not instructed an agent to carry out the following tasks then the landlord is responsible.

3.1 Marketing and advertising

You must always act in good faith, with the standard of care and skill that is in accordance with honest market practice.

Before letting, you must obtain any consent needed – for example, joint owner, lender, insurance company, *superior landlord*, freeholder and local authority. You must also comply with the obligations and requirements of the various safety legislation, standards and regulations that apply to rented property.

If the owner of a leasehold property wishes to let, they must consider the terms of that property's lease to the immediate landlord and any covenants or other obligations that will need to be included in the tenancy agreement. You must draw these to the attention of potential tenants at the earliest appropriate opportunity.

You must not exert undue pressure on any potential tenant.

You must comply with the *Consumer Protection from Unfair Trading Regulations* 2008 and the *Consumer Rights Act* 2015.

You should treat all tenants, prospective tenants, landlords and prospective landlords as consumers for the purposes of the regulations, unless they are clearly not, such as in the case of a limited company landlord or tenant.

You should refer to the Competition and Markets Authority's [Guidance for lettings professionals on consumer protection law](#) for further information and guidance.

You must take reasonable steps to ensure that all statements made about a property, whether oral, pictorial or written, are correct and are not misleading. The information must be provided in a clear and timely manner and must not omit or hide *material information*.

You must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision.

You must not engage in any of the 31 specific practices that the *Consumer Protection from Unfair Trading Regulations* 2008 ban outright (see [Regulation 3 and Schedule 1 of the Regulations](#)).

Advertisements must comply with the Committees of Advertising Practice (CAP)'s [UK Code of non-broadcast advertising, sales promotion and direct marketing](#).

You must ensure that the property particulars and any advertisements include the alphabetical [Standard Assessment Procedure \(SAP\)](#) rating from the EPC.

You should explain all the possible tenancy options to the prospective landlord and tenant, including any potential for longer term lets. You should also explain that longer agreements may include rent review clauses to allow for changes in rent during longer fixed-term tenancies. If the agreement is for a fixed term of three years or more, the agreement must be executed as a deed. If you know that the property is only available in the short term, you should advise prospective tenants of this at the earliest opportunity, preferably before viewing.

'To let' boards must comply with [planning requirements](#).

For agents only

If asked to let a leasehold property, the agent must ask the *leaseholder* for full details of all covenants or obligations that may apply to the tenant and which must be incorporated in any tenancy agreement.

3.2 The Green Deal

You must disclose the existence of a *Green Deal* charge to a potential tenant at the earliest appropriate opportunity using the prescribed wording in the [Statutory Instrument](#). You must obtain confirmation in writing from the tenant that they understand they will be:

- liable to pay the Green Deal plan and instalments; and
- bound by the terms of the Green Deal Plan.

3.3 Viewings

You must advise tenants of all material information and ensure that there are no misleading omissions from the information provided. This includes responses to questions from potential tenants.

When arranging for a potential tenant to view an already tenanted property, you must ensure that the existing tenant is given appropriate and reasonable notice (24 hours recommended) of the appointment and in accordance with any provisions within the tenancy agreement, unless other arrangements have been made with the agreement of the tenant.

When accompanying a potential tenant on a viewing, you should take appropriate steps to ensure the [personal safety](#) of all involved.

3.4 Agreeing the letting

You should ensure you understand the requirements of potential tenants and the flexibility on tenancy length offered by the *assured shorthold tenancy* to meet these requirements. Consideration should be given to the granting of longer tenancy agreements where this is appropriate for both parties.

You should provide tenants with a copy of [How to rent – the checklist for renting in England](#).

When negotiations are concluded, you should send written confirmation to the potential tenant setting out:

- the tenancy terms
- the costs that the tenant will be responsible for
- the deposit
- any holding deposit, clearly stating the basis of such a deposit and all associated terms and conditions
- the total sum required on signing
- any guarantor requirements, if applicable
- the methods of payment that could apply; and
- the procedure to follow when the tenant comes to sign the tenancy agreement.

3.5 References and checks

You must obtain the prospective tenant's consent before seeking a reference or carrying out a credit check.

You should take references that are in accordance with the individual circumstances of the tenant and should take care in validating their authenticity. You should keep a record of the steps you take to do this. You should ensure that you understand any additional requirements around obtaining a reference for a tenant in a selective licensing area.

You must make reasonable endeavours to check the lawful immigration status of any potential tenant or other persons living at the property where required to do so by law (*Immigration Act 2014*).

3.6 Inventory

Prior to the commencement of the tenancy, an appropriate inventory should be prepared. The principle items to be included in the inventory must be made clear to the potential tenant at the earliest convenient opportunity.

You can find further guidance about inventories in [A guide to best practice for inventory providers](#) published jointly by RICS, APIP, ARLA, Asset Skills and NAEA.

3.7 Formal agreement

The tenancy agreement should be written in plain, intelligible language. You must give a prospective tenant enough time to read and understand the agreement before signing. You must give the tenant the opportunity to raise queries to clarify the rights and obligations of the tenancy agreement.

An appropriate payment method for the rent should be agreed with the tenant.

The tenancy agreement must be signed by the landlord or their representative. The counterpart tenancy agreement must be signed and dated by all of the tenants in order to come into effect. The tenant should be given the signed tenancy agreement. The landlord should retain the counterpart agreement.

Where letting to joint tenants, you should ensure that all tenants sign the tenancy agreement wherever possible. If this is not practical, someone else can sign on their behalf so long as they are duly authorised to do so and you have clear evidence of this authority.

Any guarantors must sign a written deed of guarantee that clearly states their obligations.

You should ensure the inventory is signed by or on behalf of the parties and dated.

You should provide the tenant with at least one complete set of keys that is recorded in the inventory.

You should consider identifying a lead tenant to whom key correspondence and enquiries are directed and who arranges rent payments. However, some legal documents need to be served on all tenants.

3.8 Tenancy deposits for assured shorthold tenancies

Tenancy deposits for assured shorthold tenancies must be protected in a Government-authorised scheme within the statutory timescale and otherwise in accordance with the [relevant scheme rules](#).

You should consider the amount of a deposit based on what is fair in relation to the potential liability the tenant has in relation to the property.

The tenancy agreement must make provision for the holding of any deposit, specifying:

- how the deposit is to be held; and
- who keeps any interest earned on it.

The tenancy agreement must also state why the deposit is being held and the circumstances in which it is to be released, in whole or in part.

The tenancy agreement should also state which tenancy deposit protection scheme the deposit is held under.

You must make *prescribed information* regarding the tenancy deposit protection scheme available to the tenant(s) within the statutory timescale of receiving the deposit. See www.gov.uk for further information. The tenant(s) must be given an opportunity to check and sign the prescribed information.

Where a deposit is held by an agent, this should be held as a 'stakeholder' on behalf of both parties. These matters should be made clear to the prospective tenant before the deposit is paid and the tenancy agreement is signed.

Where a deposit is held by an agent, deposit money must be dealt with in the same way as other client money (see [section 4.21](#)). The letting commission or other charges owed by the landlord to an agent must not be taken from the deposit.

The deposit must be released only in compliance with the terms under which it was originally held.

3.9 Company lets

Where residential properties are let to a company rather than an individual, the company is responsible for all of the tenant's obligations under the terms of the tenancy agreement in the same way an individual tenant would be. Company tenants are not treated as consumers under the relevant legislation. Agreements will not be an assured shorthold tenancy.

You should request sufficient details to legally identify the company, such as the company registration number and who may legally contract on behalf of the company.

You should be informed of the identity of the licensee of the tenant company. The tenancy agreement should allow the property to be occupied by the permitted occupier together with their family.

The tenancy agreement should include a clause making clear that money paid by the licensee towards the rent will be paid as an agent on behalf of the company and will not give the licensee rights as a company tenant.

4 Property management

4.1 General arrangements

You should always manage properties in a professional manner. If you are unsure what this entails then consider either undertaking accreditation or similar qualification yourself or using an accredited agent.

You should always manage properties in an open and transparent way, subject to maintaining confidentiality in respect of personal information.

You should advise tenants of your contact details for day-to-day tenancy management matters and should be available:

- to be contacted during normal working hours
- to meet tenants; and
- to inspect the property at reasonable times and intervals.

If requested, you should assist tenants in understanding their tenancy agreement or other terms of occupation by explanation or by referring them to www.gov.uk and to the [Citizen's Advice Bureau](#) for independent advice. You should not give advice about the tenant's legal rights, and should avoid a conflict of interest when giving any advice.

You should maintain appropriate records relating to the building and decide how long to keep them, taking account of periods of statutory limitation of action.

You should take steps to keep informed of developments in legislation affecting residential management to keep wholly within the law.

So far as it is reasonably practicable and consistent with statutory and contractual obligations, personal information must be kept confidential and must not be disclosed to other people without consent. It may be permissible to disclose information without consent in accordance with the advice of the Information Commissioner's Office (ICO). However, a privacy notice to the tenant may be required. You are required to register with ICO if you hold any personal data electronically (this would include holding a tenant's phone number in your own phone) or pass personal information to someone else, such as carrying out an immigration check with the Home Office. Almost all agents and landlords who do not use agents need to register with the ICO. Landlords who use agents for some or all of the letting and management process may need to register depending on personal information held and/or passed on. See www.ico.org.uk.

You should be aware of the local private rented sector licensing requirements in the area of the premises. This includes additional licensing, selective licensing and mandatory *Houses in Multiple Occupation* (HMOs) licensing and planning consent requirements (see [Licensing of houses in multiple occupation in England: a guide for landlords and managers](#) and [Selective licensing in the private rented sector: a guide for local authorities](#)).

You must ensure that the property and all equipment meet the requirements of the relevant regulations and licensing.

You must not cause or permit a dwelling to be overcrowded.

4.2 Financial management

4.2.1 Client's money

Money held, deposits or rent collected for and on behalf of an applicant, tenant or ex-tenant, client or ex-client landlord is considered as client money.

You should keep adequate accounts and records to show all dealings with client money.

Client money should be held separately from landlord or agent money and you must be able to account immediately for all money held on behalf of a client or a tenant.

Clients' money should only be withdrawn from an account:

- where it is properly required for payment to, or on behalf of, the person entitled to it
- when meeting agreed costs
- for payment of any remuneration or reimbursement of expenses in carrying out services to which the landlord or agent is entitled, with the written agreement of the client
- in the exercise of any *lien* to which the landlord or agent is entitled
- for transfer to another client account; and
- when non-client money was used to open or maintain the account.

Otherwise, no deductions should be made from clients' money without that client's prior written permission. You should give sufficient notice prior to the deduction so they are able to object to it.

You should advise clients or tenants in writing that you are not liable to repay lost money through bank failure.

4.2.1.1 For agents only: client's money

You should keep adequate and up-to-date accounts and records to show that money has been paid into a dedicated client account and to explain all dealings with that money.

You should advise your client or tenant that the monies will be held in a designated client account and provide them with details of this account.

A client account should be in credit at all times. There must not be any borrowing from one client's fund to pay another client or those entitled to receive money from the latter's account.

The clients' money should be deposited into a [Financial Conduct Authority](#) (FCA)-authorised bank or building society.

Unless the client or tenant has agreed otherwise in writing you should credit interest earned on any client bank accounts to the appropriate client or tenant.

The letting commission or other charges due to the agent from the client must not be taken from a tenant's deposit. You must ensure at all times that the deposit is released only in compliance with the terms under which the deposit was originally held.

You should be a member of a clients' money protection scheme and you must clearly display, in your offices and on your website, whether or not you are a member of such a scheme.

4.2.2 Proceeds of crime

You must report any suspicion that another person is engaged in money laundering or other related financial crime to the National Crime Agency (NCA) before proceeding with any transaction with that person.

4.2.3 Taxes

Landlords should ensure that HMRC is aware of rental income and deductions and that they pay the appropriate tax.

4.3 Tenancy management

You must levy rents and other charges and manage the property in accordance with the law and the clauses of the relevant tenancy agreement.

You must include the landlord's name and address on any written rent demand. Until such information is provided, rent is deemed not to be lawfully due from the tenant. If that address is not in England or Wales then you must notify the tenant of an address in England and Wales to which notices may be served.

You must give the tenant the landlord's name and address within 21 days of any written request. If the landlord is a company and the tenant requests more information after receiving the name and address of the landlord, the name and address of the directors and the secretary of the company must also be given to the tenant within 21 days of that request.

You should communicate promptly with the tenant, and any client as appropriate, on any important issues or obligations relating to the use and occupation of the property, including material breaches of the tenancy agreement that you become aware of.

You should respond promptly to reasonable written requests from tenants for and, where appropriate, consents required under the tenancy agreement should be granted promptly. Where applicable under the terms of the tenancy when an application is refused, reasons should be given. Unless authorised by the tenancy or lease or, in the case of certain transactions accepted by the courts (e.g. subletting), you should not charge the tenant for considering an application or granting permission.

4.3.1 Actions following a new letting

You should assist the tenant with the necessary information to ensure that the tenant registers as the customer for services from the commencement of the letting in accordance with their obligations under the tenancy agreement.

Where utilities are metered, meter readings should be taken and recorded. The local authority should be informed of the date the letting commences for council tax and utility companies should be similarly advised for water, sewerage, gas and electricity, as appropriate.

4.3.2 Rent

4.3.2.1 Rent payments and review of rent

Rent demands (if used) should be clear and easily understandable by tenants. Avoid using codes and abbreviations if possible; if you do use them, they should be clearly explained.

You must provide a rent book if the rent is paid weekly and ensure that any rent book is kept up to date. Where payment of rent is handed over in cash, a receipt should be given. In other cases, a receipt should be given if requested. An annual statement of rent payments received should be made available to tenants on request.

Where rent review clauses are included in the tenancy agreement you must follow those procedures for any review of rent.

4.3.2.2 Local housing allowance and rent

Where appropriate, you should co-operate with a tenant's claim for local housing allowance/housing benefit/ Universal Credit and supply any necessary information promptly to ensure that the claim can be processed as quickly as possible.

You should ensure the tenant is made aware before signing any agreement that they are committed to pay the rent, whether or not they are entitled to receive local housing allowance/housing benefit and that they will be required to make up any shortfall of local housing allowance/housing benefit.

4.3.2.3 Arrears

Where rents are not received when due, you should communicate promptly with the tenant. Where housing support is being paid directly to the tenant, for example local housing allowance (LHA) or as part of Universal Credit, and payments cease or are varied, you should inform the local housing authority or the Department for Work and Pensions as soon as possible. Where housing support is paid directly to you and payments cease or are varied, you should notify the tenant as soon as possible.

You should keep channels of communication open with your tenants and encourage tenants to let you know if they are under financial difficulties. You should maintain contact with tenants in cases where arrears continue to accumulate and recommend that they seek independent advice (e.g. from the Citizens Advice Bureau, the [Money Advice Service](#), or a legal adviser).

A tenant must not be evicted without a possession order and following due process. If tenants are facing eviction and are threatened with homelessness (especially if they are vulnerable or there are children living with them) you should suggest they contact their local authority housing team for support in accessing alternative accommodation.

For agents only

If you are retained to collect rent, you should have a system in place to notify a client landlord promptly if rent becomes overdue. In the event of arrears, you must notify any rent warranty insurers promptly and ensure that the timescale for any rent warranty notification is met.

4.3.3 Service charge

If administering a service charge, refer to the RICS *Service charge (residential) management code* for guidance, as this is outside the scope of this Code.

4.3.4 Repairs and maintenance

You must take all reasonable measures to provide housing that is safe and without risks to health.

The duties of the parties should be stated in the tenancy agreement, as set out in relevant legislation.

You should be aware of repairing obligations imposed by statute and common law.

You must ensure a safe and healthy environment for the tenants and act upon demands for improvements by the local housing authority under the [Housing Health and Safety Rating System \(HHSRS\)](#).

You must be prudent in the selection of persons who are competent to perform repairs and maintenance on the property. You should take reasonable steps to ensure such contractors have:

- public liability insurance
- professional indemnity insurance, if appropriate
- relevant trade qualifications where required; and
- appropriate health and safety risk assessments and adopt safe systems of work.

You must also pass over any relevant health and safety information you hold to any contractor/designer, including regarding asbestos.

Matters of disrepair should be dealt with promptly and in a timely manner appropriate to their urgency, placing a priority on reducing any risk to people.

You should ensure tenants know how to report repair and maintenance issues and have an established procedure for dealing with urgent requests for repair work, particularly for out-of-office hours.

Tenants must never be evicted for simply requesting repairs to the property.

Landlords must keep the structure and exterior of the property in repair. If an agent is charged with this duty then, in the event that the agent is unable to carry out this duty for any reason, the duty must return to the landlord or otherwise provisions must be put in place for keeping the structure and exterior of the property in repair.

You must repair and keep in proper working order the installations for space heating and water heating, together with the installations for the supply of gas, water, electricity and drainage.

You must take reasonable care to maintain and repair paths, driveways and car parking areas so that they are safe to use. You must maintain and repair gutters, downpipes, drains and gullies.

You should ensure that tenants are [aware of their responsibility](#) to act in a *tenant-like manner* and to carry out minor repairs, such as replacing bulbs or clearing pipes or drains they have blocked.

When arranging repair and maintenance work on a let property, you must be aware that tenants are entitled to the quiet enjoyment of their homes and you must seek to minimise disruption.

You should consult tenants on the details and programme for carrying out such works, unless urgency or the tenancy agreement dictates otherwise. Works must be carried out to a reasonable minimum standard so that they do not need to be repeated within a short period of time relative to their nature and reasonable expectations.

You should maintain accurate and complete records of all maintenance and insurance of the property and hold records safely for the required period of time.

For agents only

You should ensure that sufficient funds from the landlord are available prior to instructing a contractor. The method of payment should be agreed between all parties prior to works commencing.

You should disclose any commission you might receive from the contractor at the time that estimates are provided to the landlord.

For landlords only

If you use a managing agent, you should ensure that the agent is provided with sufficient funds to be able to commission agreed repairs/maintenance once an estimate has been accepted.

4.3.5 Health and safety and contractor management

You should inspect the property at appropriate intervals to identify whether or not there are any hazards or repairs that require attention. You should maintain a record of the inspections and any action required and taken.

You should seek to reduce any unacceptable health and safety risks that are identified.

4.3.6 Services

4.3.6.1 Fire safety and testing

You should have regard to the Local Government Association (LGA) LACORS [Housing – Fire safety](#) guidance. For larger buildings such as HMOs and buildings with common parts, you should have regard to the Department for Communities and Local Government (DCLG) document [Fire safety risk assessment: sleeping accommodation](#).

Where recommended in accordance with the above guidance, fire extinguishers and fire blankets should be provided and must comply with current British Standards. Where they are required they must be provided, including complying with HMO licence conditions.

Where required (any building where there are *common parts*) you must ensure that a fire risk assessment is carried out to identify and evaluate all fire risks to which anyone legally allowed on the premises could be exposed.

You must ensure that any furniture provided by the landlord complies with current regulations for fire safety.

All properties should be fitted with smoke detectors. Properties built after 1992 must be fitted with smoke detectors. With effect from 1 October 2015 all properties must be fitted with a smoke alarm on every floor ([The Smoke and Carbon Monoxide Alarm \(England\) Regulations 2015](#)).

Detectors must:

- comply with current British Standards
- be installed in accordance with the manufacturer's recommendations; and
- be kept in working order and tested at the beginning of each tenancy.

Tenants may be made responsible for replacing batteries by prior written agreement made at the start of the tenancy.

4.3.6.2 Carbon monoxide alarms

Carbon monoxide detectors should be provided in all properties where a gas or solid fuel appliance is present. Detectors must comply with current British Standards and be installed in accordance with the manufacturer's recommendations. The fitting of carbon monoxide detectors is mandatory when a new solid fuel burning appliance is installed and it will become mandatory for all rooms with an existing solid fuel appliance from 1 October 2015 ([The Smoke and Carbon Monoxide Alarm \(England\) Regulations 2015](#)). Alarms must be tested at the start of all new tenancies.

4.3.6.3 Electrical

You should ensure that a competent electrician undertakes a full-fixed wiring test within 10 years of installation for new properties/full installations and it is recommended every five years thereafter. For HMOs the test must be undertaken every five years or as recommended by an electrician.

On any change of tenancy, you should check the fixed wiring installation for defects that are visually obvious to a non-qualified layman, including checking leads and plugs (unless the plug is of the moulded type).

You should provide an appropriate electrical certificate to the tenant.

You must ensure that all alterations/repairs/improvements to the fixed electrical system comply with the latest edition of Part P of the Building Regulations and the latest Institution of Engineering and Technology (IET) Wiring Regulations.

A competent person should undertake a portable appliance test (PAT) of all moveable electrical items or equipment provided by the landlord; for example, kettles, fridges, etc. as recommended in the HSE publication [Maintaining portable electrical equipment in low-risk environments](#), or at more frequent periods recommended by a competent person or as a result of a risk assessment.

If you are informed of a fault that could compromise safety, this should be dealt with immediately.

4.3.6.4 Gas

All gas appliances, flues, installation pipework etc. must be maintained in a safe condition in accordance with the *Gas Safety (Installation and Use) Regulations 1998*.

A gas safety check must be carried out every 12 months by a Gas Safe-registered engineer, and a record kept for two years. You must issue a copy of this safety check to each existing tenant within 28 days of the check being completed and to any new tenants before they move in.

You should ensure that new tenants understand how to turn off the gas supply in case of an emergency. If a fault is reported, this must be dealt with immediately.

4.3.6.5 Solid fuel

You must ensure the safety of solid fuel heating installations and carry out appropriate routine maintenance. You should maintain a record of servicing and work carried out.

4.3.7 Access

The tenancy agreement may stipulate the procedure for the routine inspection of the property by the landlord or agent. If this is not stated in the tenancy agreement, the property must be visited at normal times of the day, provided that reasonable written notice (at least 24 hours) has been given to the tenant.

If the tenant refuses access, you have no right to enter the property without a court order. To enter the property against the wishes of the tenant may be considered harassment.

The tenancy agreement should contain provision for entry in emergencies. In the event that you hold a spare key, entry should only be with the express consent of the tenant or in the case of a genuine emergency. Forced entry should only be considered:

- if it is an emergency event such as a fire
- in the event of problems with gas, electrics or escape of water that pose real risk of injury or significant damage to the property or adjoining properties; or
- in the event that the tenant is unavailable or does not respond and you have genuine reason to believe the property has been abandoned.

4.3.8 Harassment and unlawful eviction

Tenants are entitled to quiet and peaceable enjoyment of the property. You must not interfere with this right except with the tenants' agreement or in the event of an emergency. Locking the tenant out of the property, cutting off services or otherwise interfering with the tenants' right to quiet and peaceable enjoyment is an offence.

4.3.9 Insurance

The insurance obligations of the parties should be set out in the tenancy agreement. The tenant should be made aware of their responsibilities and the scope and limitations in respect of any insurance held by the landlord in respect of the property.

Insurers should be notified of claims or potential claims at the earliest opportunity. Claim settlements should be treated as belonging to the persons suffering damage. Unless otherwise agreed, you should not deduct arrears or other payments due when passing them on to the claimant.

Any arrangements regarding payment of any excess should be clearly set out in the tenancy agreement.

Agents dealing with insurance issues should be mindful of the insurance regulations on regulated activities. See the Financial Conduct Authority (FCA) website (www.fca.org.uk) for further guidance. When a claim arises it should be processed promptly and appropriately. Agents may charge for this service, depending on the terms of engagement.

5 Terminating a tenancy

5.1 Bringing a tenancy to an end

On giving or receiving notice to bring a tenancy to an end, you should provide a tenant with general written guidance as to what steps need to be taken to prepare the property for the final checkout, handover of keys and other matters. You should draw the tenant's attention to any specific clauses or obligations within the tenancy agreement relating in particular to proposed deductions from the tenancy deposit but also, for example, to specified standards of cleaning etc.

If you serve a notice on a tenant to terminate a tenancy you must ensure that the deposit has been protected and that the tenant has, at the appropriate time, been given the correct prescribed information relating to the protection of their deposit. The property must also have a valid EPC and CP12 Gas Safety Certificate. There should be a system in place to monitor the response from a tenant regarding the vacation of a property when notice has been served.

For agents only

You should inform a client landlord, promptly and in writing, of the receipt of a lawful notice from a tenant.

Where a tenant does not vacate a property on the due date, you should make reasonable efforts to ascertain the tenant's intentions as soon as practicable and before instigating possession proceedings through the courts.

For agents only

Where a tenant does not vacate a property on the due date, you should advise the client landlord promptly and co-operate fully and promptly with legal advisers acting for, or appointed on behalf of, client landlords.

Where appropriate, you must take steps to notify any legal protection or expenses insurer.

All keys and fobs relating to the tenanted property should be received or collected on the day the tenancy terminates.

5.2 Once the property has been vacated

The vacated property should be inspected within 24 hours of vacation, or on the next working day, to establish whether it has been returned to the landlord in the condition specified in the tenancy agreement. The tenant should be given a reasonable opportunity to attend the inventory checkout.

The local authority and utility companies should be notified of the change in, or discontinuance of, occupation.

In obtaining estimates for restoring the property and contents, all actions should be duly recorded. You must make proper allowance for fair wear and tear and no claim can be made for any deterioration which is fairly attributable to fair wear and tear. You should seek guidance from the relevant tenancy deposit scheme.

The tenant's deposit should not be refunded until the final inspection has taken place and you are satisfied that the deposit should be refunded. Deposit sums not in dispute should be refunded to the tenant within a reasonable time (in accordance with the scheme rules) from the end of the tenancy. Any balance remaining should be refunded within a reasonable time (in accordance with the scheme rules) after reaching agreement between the parties of what is to be refunded or after the decision of the tenancy deposit scheme adjudicator.

The grounds for any retention from the deposit must be provided to the former tenant in writing, if requested, and in compliance with tenancy deposit legislation and the requirements of the relevant tenancy deposit protection scheme.

You should refer disputes about the return of tenancy deposits to the relevant tenancy deposit protection scheme.

6 Tenancy renewals and changes

If necessary, you should seek legal advice in connection with company tenancies, as the legal requirements will differ from lettings to individuals.

You must be clear and transparent about all fees payable and potentially payable to you by a tenant in all and any circumstances prior to that tenant making a transactional decision to enter into a contractual relationship with you in the first place, i.e. before the tenancy is entered into.

For agents only

Where a tenancy is to be renewed you should satisfy yourself that all the necessary consents including from lenders and superior landlords have been obtained.

You must be clear and transparent to the client about all fees payable and potentially payable on any tenancy renewal or change to a tenancy prior to that client making a transactional decision to enter into a contractual relationship with you in the first place.

Where the tenancy is to be renewed by contract, a procedure should be in place for consulting the landlord well in advance of serving statutory notices.

For landlords only

Where a tenancy is to be renewed you should obtain all the necessary consents including from lenders, superior landlords.

7 Additional responsibilities for the management of multi-let buildings and common parts

7.1 Health and safety

Note: In sections 7.1.1–7.1.6 the terms ‘responsible person’ and ‘you’ do **not** refer to the person responsible for the maintenance and management of the building but are defined by the *Health and Safety at Work etc. Act 1974* as being the person responsible for all health and safety matters in regard to the building.

7.1.1 Health and safety risk assessment and policy

Health and safety risk assessments and policies vary significantly in scope and proportionality depending on the building and individual circumstances. While legal responsibilities and liabilities are absolute, the required actions to ensure compliance should be proportionate to the individual circumstance.

A competent ‘responsible person’ as defined by the *Health and Safety at Work etc. Act 1974* must be appointed and that person must be clear as to their responsibilities and liabilities.

A health and safety risk assessment of any common parts must be carried out by a suitably competent person.

The risk assessment and the subsequent health and safety policy must be proportionate in scope to the property and circumstances. You must continually ensure the scope of the risk assessment has not changed; for example, if the building is let to individuals who are unusually vulnerable or have special needs. The health and safety policy must address lone worker safety.

All recommendations of the risk assessment and policy must be carried out, with appropriate records kept safely to demonstrate compliance.

You should put a monitoring process in place to ensure the requirements of the risk assessment and policy are being met at all times and that suitable training is provided to individuals to ensure and demonstrate that they are competent to carry out their duties to satisfy the requirements of the assessment.

The risk assessment and policy must be reviewed at the appropriate intervals as recommended by the risk assessment author.

You must put in place a system of contractor control to ensure that all hazards and requirements identified in the risk assessment and policy are drawn to the attention of any party that needs to know that information; for example, staff or contractors working at the building. You must instigate an appropriate system of ensuring contractor compliance with the building’s health and safety risk assessment and policy.

Where appropriate you must ensure that contractors carry out their own risk assessments and maintain their own health and safety policies.

7.1.2 Risks specific to common area management

Risk assessments must be considered for:

- the operation of mixed use areas, including waste disposal and car parking
- car park and personnel gates, both in terms of operational safety and means of escape in the event of fire
- gym, pool, leisure and common rooms
- cycle parking or bike stands; and
- lifts including maintenance and operation in the event of fire.

7.1.3 Asbestos

An asbestos risk assessment must be carried out to common parts. You should take reasonable measures to identify the presence and assess the risk of asbestos to let areas. If appropriate, depending on

circumstances such as the age and history of the building, an asbestos survey should be carried out with all recommendations adhered to. You must draw the attention of occupiers, contractors and others at potential risk to the presence of any asbestos and take all necessary measures to ensure the risk is managed safely.

7.1.4 Fire safety

You must carry out a fire risk assessment and implement all recommendations.

You must formulate and maintain a method of monitoring that all recommendations are continually adhered to, for example maintaining clear escape routes and signage. You must be vigilant to any change in on-site conditions that may require a re-assessment of risk, for example the loss of an assembly area.

7.1.5 Water safety

You should clearly understand the ownership and maintenance responsibilities of the water supply(ies) to the building. Where you are responsible for the maintenance of the supply, you must instigate a programme of maintenance in accordance with your health and safety risk assessment to ensure the supply is clean and fit for its intended purpose. A risk assessment for the control of legionella bacteria must be carried out and all recommendations should be adhered to.

7.1.6 Crisis management

You should develop an appropriate policy and procedure for dealing with emergencies and crisis management. In addition to procedures to follow in the event of an emergency, this should include:

- record keeping
- reporting lines
- insurers' details
- press and communication procedures; and
- counselling.

7.2 Disposal of waste and recycling

You should provide adequate means of storage of waste so as to prevent a risk to health and hygiene.

You should, as required by the local authority or waste removal contractor, provide adequate means of separation of waste by type, including for recycling, and provide clear signage and guidance for tenants on the requirements for waste separation as appropriate.

7.3 Staff management

You should notify tenants of any change in staff who are the tenants' main point of contact.

7.4 Noise

You should seek to reduce disturbance to residents from noise; for example, noisy mechanical and electrical installations or hard surface floors in inappropriate locations.

You should ensure that the right to quiet and peaceable enjoyment of the accommodation is incorporated into the tenancy agreement and that the agreement imposes that obligation on tenants for the benefit of other residents.

7.5 Mixed tenure schemes

Where properties include affordable or social housing alongside private housing, arrangements should be established with the registered provider (of the social housing) for exchange of information and your attendance at joint management meetings.

7.6 Disputes

You should put in place policies and procedures for handling disputes and complaints of nuisance between occupiers. These procedures should be made available, their existence made known and the response times for their various stages included. All parties should be dealt with fairly.

Disputes should be resolved by informal means where possible before turning to any formal provision in the tenancy agreement. Where not provided for in the tenancy agreement, *alternative dispute resolution methods* may be suggested, rather than litigation, as a means of settling particular disputes.

7.7 Security

You should provide adequate security measures, procedures and systems to common parts and living spaces for the protection of residents, visitors and possessions.

You should make reasonable efforts by way of referencing and vetting procedures to ensure that staff and workers employed in a building are fit and proper persons appropriate to their role and level of responsibility and supervision.

You should provide appropriate means of holding mail and deliveries until collected by the tenant.

Appendix A: Glossary of terms

This glossary gives definitions of key terms used in the Code.

Agent	A company or individual employed to let or manage residential property on behalf of a landlord.
Alternative dispute resolution methods	This can include mediation, conciliation and arbitration.
Assured shorthold tenancy	As defined by Chapter II of the <i>Housing Act 1988</i> (as amended).
Average consumer	<p>A consumer who is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors. It is someone who takes reasonable care of their own interests.</p> <p>This definition can change depending on the target of a particular business or of a marketing campaign. The average consumer will then relate to a member of that target group. A full definition can be found in regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations 2008</i>.</p>
Client	A person or organisation who has instructed you or your organisation to act on its behalf.
Client's money	Money held on behalf of client landlords and deposits or money held for and on behalf of tenants or potential tenants.
Clients' money protection scheme	A compensation scheme to protect client's money.
Common parts	Any part of a building containing the property and any land or premises which the tenant is entitled under the terms of the tenancy to use in common with the owners or occupiers of other dwellings.
Company let	When a company rather than an individual takes on a tenancy or a tenancy agreement as the 'tenant'. An employee of the company then occupies the premises as a licensee of the tenant.
Conflict of interest	Where an agent acts for clients who have competing interests or where an agent's personal interests conflict, or could potentially conflict, with those of the client or tenant.
Consumer	Anyone who is acting outside their trade, business or profession. This can include clients, potential clients, landlords, potential landlords, tenants, potential tenants and others identified within regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations 2008</i> .
Green Deal	A Government initiative to encourage the take-up of energy efficiency measures in existing properties by a loan repaid through the energy bill for a property.

House in Multiple Occupation (HMOs)	A property such as a shared house, bedsits or a hostel, where three or more unrelated individuals share any of the basic amenities (kitchen, bathroom or WC). It includes a block of converted flats not complying with the 1992 or later Building Regulations if more than one-third of flats are rented out. Larger HMOs are subject to mandatory licensing and others may be designated for additional HMO licensing.
In writing or written	Typed or handwritten text, email, fax or in Braille.
Leaseholder	A tenant of a long leasehold property.
Letting agent	A company or individual employed to let or manage residential property.
Lien	A right to keep possession of property belonging to another person until a debt owed by that person is discharged.
Material information	The information that the average consumer needs according to the context to take an informed transactional decision (as defined in section 6(3) of the <i>Consumer Protection from Unfair Trading Regulations 2008</i>).
Misleading omissions	Omissions which cause the average consumer to make a different transactional decision.
Must	Required by law.
Prescribed information	<p>This includes:</p> <ul style="list-style-type: none"> • the name of the deposit protection scheme • the address of the property • the amount of the deposit • a leaflet explaining the scheme • the scheme's procedures for payment and repayment • dispute procedures; and • dispute resolution facilities available.
Private rented sector Definition from the English housing survey 2011–12 administered by DCLG	<p>'Households are typically grouped into three broad categories known as tenures: owner occupiers, social renters and private renters. The tenure defines the conditions under which the home is occupied, whether it is owned or rented, and if rented, who the landlord is and on what financial and legal terms the let is agreed.</p> <ul style="list-style-type: none"> • owner occupiers: households in accommodation which they either own outright, are buying with a mortgage or are buying as part of a shared ownership scheme. • social renters: this category includes households renting from Local Authorities (including Arms Length Management Organisations (ALMOs) and Housing Action Trusts) and Housing Associations, Local Housing Companies, co-operatives and charitable trusts.

	<p>A significant number of Housing Association tenants wrongly report that they are Local Authority tenants. The most common reason for this is that their home used to be owned by the Local Authority, and although ownership was transferred to a Housing Association, the tenant still reports that their landlord is the Local Authority. There are also some Local Authority tenants who wrongly report that they are Housing Association tenants. Data from the EHS for 2008-09 onwards incorporate a correction for the great majority of such cases in order to provide a reasonably accurate split of the social rented category.</p> <ul style="list-style-type: none"> • private renters: this sector covers all other tenants including all whose accommodation is tied to their job. It also includes people living rent-free (for example, people living in a flat belonging to a relative). <p>In places, the report differentiates between market and non-market renters:</p> <ul style="list-style-type: none"> • market renters: households with assured or assured shorthold private tenancies. Under the 1988 Housing Act, all tenancies starting after the 14th January 1989 are Assured (including Assured Shorthold) unless they fall into one of the excluded categories, for example business lettings or lettings by resident landlords. Before March 1997, tenants had to be given a notice in writing to say that a tenancy was an Assured Shorthold. From March 1997, the rules changed and all new tenancies were Assured Shortholds unless the agreement specifically stated that they were not. Assured Shorthold lettings are for a fixed period of six months or more. The landlord can regain possession of the property six months after the beginning of the tenancy provided that two months notice is given. In the case of an assured letting the tenant has the right to remain in the property unless the landlord can prove grounds for repossession. The landlord does not have an automatic right to repossess the property when the tenancy comes to an end. • non-market renters: households with all other types of private rental tenancies including those with rent-free tenancies and tied accommodation (that is tied to employment).' <p>Crown copyright material is reproduced under the Open Government Licence v2.0 for public sector information: www.nationalarchives.gov.uk/doc/open-government-licence/version/2/</p>
Residential property	Property used as living accommodation.
Responsible person	Person with the responsibility for the letting or management of a residential property. This could be the landlord, managing agent or letting agent.
Should	Recommended best practice.
Stakeholder (Definition from <i>Tenancy deposit scheme for lettings agents and corporate landlords membership rules</i> , TDS, 2012)	‘Any person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the AST, determined by the ADR process, or ordered by the court.’

Superior landlord	An entity that owns the interest in the premises, which gives that entity the right to possession of the premises at the end of the landlord's lease. Sometimes called a head lessor or freeholder.
Subagency	Instruction of a separate or related firm to provide agency services to the landlord on behalf of the principle agent.
Tenant	A leaseholder on a short lease (usually assured shorthold or assured tenancy).
Tenant-like manner	<p>In <i>Warren v Keen</i> 1953, Lord Justice Denning said the tenant is under an obligation:</p> <p>'to use premises in a tenant-like manner [...] the tenant must take proper care of the place. He must, if he is going away for the winter, turn off the water and empty the boiler. He must clean the chimneys, when necessary, and also the windows. He must mend the electric light when it fuses. He must unstop the sink when it is blocked by his waste. In short, he must do the little jobs about the place which a reasonable tenant would do. In addition, he must, of course, not damage the house, wilfully or negligently; and he must see that his family and guests do not damage it; and if they do, he must repair it. But apart from such things, if the house falls into disrepair through fair wear and tear or lapse of time, or for any reason not caused by him, then the tenant is not liable to repair it.'</p> <p>Crown copyright material is reproduced under the Open Government Licence v2.0 for public sector information: www.nationalarchives.gov.uk/doc/open-government-licence/version/2/</p>
Transactional decision	A decision by a consumer relating to a potential or actual transaction and the decision points relating to this. Examples include decisions to accept an offer, view a property or commission a survey (defined in regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations</i> 2008).
You	The responsible person.

Appendix B: Landlord's checklist

The following checklist is provided for inexperienced landlords to give a summary of some of the key aspects of this Code that they should follow. However, it is important that you read the whole Code to be familiar with all its suggested best practice and legal requirements.

- 1 Only use an agent that is accredited. This will provide valuable protections to you and your tenants (see [section 2.1](#)).
- 2 Be clear about all fees that tenants will have to pay you and your agents, and be proactive in making tenants aware of these in advance of them making a decision to take or renew a tenancy (see [section 2.2.6](#) and [section 2.2.7](#)).
- 3 You, or your agent, will have to provide tenants with various documents at different stages of letting the property. This must include an Energy Performance Certificate (EPC) and, where gas is provided at the property, a current Gas Safety Certificate (see [section 2.2.9](#)).
- 4 Make sure you advertise your property honestly and in accordance with the law. Do not mislead prospective tenants (see [section 3.1](#)).
- 5 Provide tenants with a clear written tenancy agreement, agree an inventory, and if you are taking a deposit make sure it is taken in accordance with the law and that relevant documents are served on time. (see [sections 3.6 to 3.8](#)).
- 6 Provide tenants with contact details, including a telephone number they can use in case of an emergency (see [section 4.1](#)).
- 7 Keep informed of developments in legislation affecting residential management so you keep wholly within the law (see [section 4.1](#)).
- 8 Be clear who is responsible for various bills and co-operate with your tenant to ensure they are only getting charged for their usage of the property (see [section 4.3.1](#)).
- 9 It is your responsibility to keep the property you rent out safe and in good repair. Be proactive in maintaining your property. You or your agent should let your tenant know how they can report repairs and should respond promptly and prioritise according to urgency (see [section 4.3.4](#)).
- 10 Houses in Multiple Occupation may require additional services/standards (see [section 4.3.6](#)).
- 11 You must provide working smoke and carbon monoxide alarms, a mandatory requirement from 1 October 2015. You should test electrical wiring at least every 10 years. You must test the electrical wiring every five years for certain Houses in Multiple Occupation, You must arrange an annual gas safety check (CP12) where gas is present (see [section 4.3.6](#)).
- 12 You cannot enter your tenant's home unless invited or with prior permission. You should give at least 24 hours' notice. Be specific in the tenancy agreement about what will happen in an emergency if you need access (see [section 4.3.7](#)).
- 13 Provide your tenant with clear instructions on what they should do at the end of a tenancy. Inspect the property within a day if possible. Make sure any deposit is released in accordance with the rules of the tenancy deposit scheme it is held under (see [sections 5.1 to 5.2](#)).
- 14 Monitor health and safety according to occupation. If one of your tenants is a vulnerable member of society, for example they are elderly or very young, it may mean you have to consider additional health and safety requirements (see [section 7.1](#)).
- 15 Provide tenants with a clear means of making complaints, including any dispute resolution schemes or mechanisms you are a member of. Ensure tenants are aware of the standards of behaviour they should follow and how they will be dealt with if they fail to meet such standards (see [section 7.6](#)).

Appendix C: Legislation referred to in this Code

Business Protection from Misleading Marketing Regulations 2008

Consumer Protection from Unfair Trading Regulations 2008

Consumer Rights Act 2015

Deregulation Act 2015

Gas Safety (Installation and Use) Regulations 1998

Health and Safety at Work etc. Act 1974

Housing Act 1988

Housing Act 2004

Immigration Act 2014

Supply of Goods and Services Act 1982

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (subject to Parliamentary approval)

Unfair Contract Terms Act 1977

Oxford City Landlord Accreditation Scheme

ACCREDITED PROPERTY - SELF-CERTIFICATION INSPECTION CHECKLIST

PROPERTY ADDRESS:

NAME & ADDRESS OF OWNER

TEL: **Email:**

1. **Current Gas Safety Certificate.**
(PLEASE ENCLOSE A COPY WITH THIS FORM) Y / N *

2. **Inspection report from a competent electrician who is a member of a nationally recognised body (e.g. NICEIC)**
(PLEASE ENCLOSE A COPY WITH THIS FORM) Y / N

3. **General Requirements.**
 - (a) Is the property in a reasonable state of repair and free from avoidable hazards? Y / N
 - (b) Do you have emergency repair arrangements? (displayed in prominent place) Y / N

4. **Fire Safety**
 - (a) Does the property have adequate means of escape and fire precautions?
(as per the scheme requirements) Y / N
 - (b) Do the furnishings comply with Fire Safety Standards? Y / N

5. **General Standard of Management:**
Do the management arrangements for the property comply with the code of management practice? (see code for details) Y / N

6. **Thermal Comfort & Domestic Energy Performance Certificates**
 - (a) Does the property have an adequate heating system and effective thermal insulation? (as per the scheme requirements) Y / N
 - (b) (PLEASE ENCLOSE A COPY WITH THIS FORM) Y / N

7. **Security**
Is the property secure? (as per the scheme requirements) Y / N

8. **HMOs**
 - Is the property an HMO? Y / N
 - If so, does the property comply with the relevant requirements for amenities? Y / N
 - Will the HMO need to be licensed? Y / N
 - Does the property have an existing HMO licence Y / N

* Y / N - Circle as appropriate

I hereby confirm that I carried out an inspection of the above property on
and that it meets the standards set for accreditation.

Signed **Date**

Please print name

(If signing on behalf of a company, please state in which capacity you are signing)

Send all forms to:

Oxford City Council
Environmental Development
Ramsay House
10 St Ebbes Street
Oxford OX1 1PT

DECLARATION OF BEING A "FIT AND PROPER" PERSON

1. I declare that I am a fit and proper person to be accredited. I, nor any person associated or formerly associated with me, have any unspent convictions that are relevant to my application, in particular:

- a. Any offence involving fraud or other dishonesty, or violence or drugs, or any offence listed in Schedule 3 to the Sexual Offences Act 2003
- b. Undertaken any unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of any business;
- c. Contravened any provision of the law relating to housing or of landlord and tenant law; or
- d. Been found to have acted otherwise than in accordance with any applicable code of practice approved under section 233.

2. Additionally in the last five years, neither I nor any person associated or formerly associated with me have:

- a. Been in control of a property subject to a Control Order under section 379 of the Housing Act 1985.
- b. Been refused a licence, had a licence removed, or breached conditions of a licence for any property in relation to a mandatory, additional or selective licensing scheme under the Housing Act 2004.
- c. Been in control of any property that has been subject to an Interim or Final Management Order or a Special Interim Order under the Housing Act 2004.
- d. Been in control of any property on which a Local Authority has carried out works in default.
- e. Been in control of any property where you have been found guilty of a criminal offence or been the subject of legal proceedings commenced by a Local Authority or other Regulatory Body (such as breaches of the Environmental Protection Act 1990, Planning Control, Compulsory Purchase or Fire Safety Requirements).
- f. Been convicted of any charges relating to harassment or illegal eviction.

Signed on behalf of the applicant by the Chief Executive, Principal, Partner or Director

Signature.....

Date

Print name.....

Position in the Company/Organisation.....

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