

## RENT IT RIGHT

### Property Licensing Conditions

Licence holders and managers need to properly manage their tenants as well as the Property to promote safe, attractive and cohesive neighbourhoods. The Licence Holder must comply with the following conditions throughout the duration of the licence:

#### I. Property Standards

- I.1. There must be a securely fixed notice in a prominent position within the property, containing the name, address and contact telephone number of the person responsible for managing the property. The notice must include an emergency contact number which is available for use outside normal office hours. The notice must be in clear legible lettering, regularly checked and maintained in good condition.
- I.2. The property together with any associated external space and outbuildings must be inspected every six months and any necessary works must be carried out within a reasonable timescale, having due regard to the severity of each defect.
- I.3. Tenants must be given clear instructions on how to report repairs and this must be a straight forward process for them to follow. Landlords must complete repairs within a reasonable timescale that is proportionate to the severity of the defect
- I.4. Provide adequate receptacles for the storage and disposal of household waste. The facilities must be suitable for the number of persons or households permitted to occupy under the licence and will need to be stored in a suitable accessible place within the curtilage of the property.
- I.5. At the start of any new tenancy the tenants are to be provided with information in writing on the correct rubbish bins that are to be used to dispose of rubbish and recycling and when the bins are collected by Bexley Council. NB to help landlords a template has been enclosed with the HMO Licence and can be found on [www.bexley.gov.uk/rentitright](http://www.bexley.gov.uk/rentitright)
- I.6. If gas is supplied to the property, a copy of the Gas Safe safety certificate must be submitted annually to Bexley Council when a new certificate is obtained or within 28 days upon request from the council. The gas safety certificate must relate to the whole gas installation and include all gas appliances. It must demonstrate that all appliances have been serviced and safety checked within the previous twelve months. Any defects noted on the certificate must be promptly rectified.
- I.7. All furniture and furnishings provided in the house must be kept in a safe condition and must comply with the current furniture and furnishings fire safety regulations. A declaration of furniture safety must be provided to the Council on request. Any supplied furniture and furnishing should be maintained or replaced as far as it is the landlord's responsibility throughout the tenancy.
- I.8. Install at least one working smoke alarm on every storey of the property on which there is a room used wholly or partly as living accommodation, and shall submit to the Council, upon request, a declaration by him as to the condition and positioning of such precautions.
- I.9. Ensure that a carbon monoxide alarm is installed in any room in the house which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance. Keep any such alarm in proper working order; and supply to the authority, on demand, with a declaration by him as to the condition and positioning of any such alarm.
- I.10. Any mains wired fire alarm system and emergency lighting are to be checked annually by a competent person and an inspection certificate obtained. Any documentation is to be submitted to Bexley Council within 14 days of a written request.

## **2. Tenancy Management**

- 2.1. Tenants or their associates who cause anti-social behaviour must be addressed and reported to the Council and any other relevant authorities such as the police at the earliest opportunity. The Council will support and help both landlord and tenant to try and resolve the issue.
- 2.2. The licence holder must demonstrate to the satisfaction of the Council that they have properly managed the property and have taken all reasonable steps when dealing with complaints of anti-social behaviour and/or harassment made against the occupants. Examples of action which may be taken by the licence holder include: issuing warnings, both verbal and written, or the taking of action to end the tenancy for breach of conditions, should sufficient evidence be available to do so.
- 2.3. A tenancy agreement or licence setting out in writing a statement of the terms and conditions of occupation must be provided to all tenants at the start of their tenancy. Tenants must have the opportunity to read and understand the tenancy agreement in advance of signing up.
- 2.4. A full inventory must be carried out at the start of each tenancy and a signed copy must be given to the tenants. The inventory must provide an accurate record of the property condition.
- 2.5. Full details of all tenants, their tenancy start date and a copy of their tenancy agreement must be provided to the Council within 14 days of receiving a written request to provide this information.
- 2.6. If a tenant loses their tenancy agreement another copy must be provided.
- 2.7. During the fixed term of the tenancy agreement there must not be any attempt to increase the rent or make extra charges other than what is allowed in the tenancy agreement. If the tenancy is or becomes periodic any rent increase must be made by following the relevant legal process.
- 2.8. Any deposit taken and held must be in accordance with legal requirements. Links to the relevant documents can be found at <https://www.gov.uk/tenancy-deposit-protection>

## **3. References**

- 3.1. The licence holder is to obtain a reference for any new tenancy. References need to provide sufficient detail as to the tenants past record to show the tenant has not been responsible for anti-social behaviour and include the name and address of the person providing it. A copy of this should be kept for the duration of the tenancy and be available on the request of Bexley Council.
- 3.2. If tenants are unable to provide a reference for good reason for example because they were previously homeless, it is their first tenancy or the landlord is unwilling to provide one in this case the tenant should be asked to sign a declaration confirming they have been informed of and understand the need to comply with the tenancy agreement and not cause anti-social behaviour. A copy of this should be kept for the duration of the tenancy and be available on the request of Bexley Council. An example of a declaration produced by the council can be found on [www.bexley.gov.uk/rentitright](http://www.bexley.gov.uk/rentitright).

## **4. Licence Holders and Property Managers**

Licence holders and all people involved in managing the property must:

- 4.1. Become an accredited Rent it Right landlord within 12 months of the licence being issued unless already accredited. The landlord must continue to be accredited for the duration of the licence.
- 4.2. Not allow the property to become over-crowded.

- 4.3. Notify the council if they become aware of any other person involved in the management of the property has received a conviction, caution, informal warning or reprimand in respect of any offence as detailed in the Licence application form and they must notify the Council in writing within 28 days of the information coming to their attention.
- 4.4. Notify the council if they become aware that there have been changes in the name, address, phone number or email address of the owner(s), licence holder, property manager, mortgage lender or anyone else with associated with operating the property and they must notify the Council in writing within 28 days of the information coming to their attention.
- 4.5. No changes should be made to the use, layout or any maximum occupancy level stated on the licence without the Council's prior written consent.

**Conditions for Mandatory HMO Licences only**

**5. Minimum Room Sizes for HMOs Licensed under Part 2 of the Housing Act 2004**

	Bedsit containing kitchen facilities	Bedsit where shared kitchen facilities are provided in a separate room	Rooms in shared houses and rooms where exclusive use kitchen facilities are in a separate room
Single Room	12m <sup>2</sup>	9m <sup>2</sup>	6.51m <sup>2</sup>
Double Room	15m <sup>2</sup>	12m <sup>2</sup>	10.23m <sup>2</sup>

- 5.1. Any room in an HMO used as sleeping accommodation by one person over the age of 10 must be at least 6.51m<sup>2</sup>.
- 5.2. Any room in an HMO used as sleeping accommodation by two people over the age of 10 must be at least 10.22m<sup>2</sup>.
- 5.3. Any room in an HMO used as sleeping accommodation by one person under the age of 10 must be at least 4.64m<sup>2</sup>.
- 5.4. Any room that is less than 4.64m<sup>2</sup> cannot be used as sleeping accommodation.
- 5.5. Where any room in the HMO is used as sleeping accommodation by persons aged over 10 years only, it cannot be used by more than the maximum number of persons aged over 10 years specified in the licence.
- 5.6. Where any room in the HMO is used as sleeping accommodation by persons aged under 10 years only, it cannot be used by more than the maximum number of persons aged under 10 years specified in the licence.
- 5.7. Where any room in the HMO is used as sleeping accommodation by persons aged over 10 years and persons aged under 10 years, it cannot be used by more than the maximum number of persons aged over 10 years specified in the licence and the maximum number of persons aged under 10 years so specified.
- 5.8. With regards to the permitted number of people using a room as an HMO, this does not include visitors of an occupier.
- 5.9. The licence holder must notify the local housing authority of any room in the HMO with a floor area of less than 4.64m<sup>2</sup>.
- 5.10. A room is used as sleeping accommodation if it is normally used as a bedroom, whether or not it is also used for other purposes.

5.1.1. Any part of the floor area of a room where the height is less than 1.5 metres should not be taken into account when determining the floor area of that room.

NB This section does not apply to an HMO which is managed by a charity registered under the Charities Act 2011 and which:

- is a night shelter, or
- consists of temporary accommodation for persons suffering or recovering from drug or alcohol abuse or a mental disorder.

## **6. Time for compliance with conditions under section 5.**

If the council considers that, at the time the licence is granted, the licence holder is not complying with one or more of the conditions of the licence imposed, the authority will grant the licence holder a period of not more than 18 months to comply with the condition(s).

During the compliance time:

- 6.1. The local housing authority may not revoke the licence for a breach (or repeated breach) of any condition of the licence specified in the notification.
- 6.2. The licence holder does not commit an offence under section 72(3) in respect of any failure to comply with such a condition, and
- 6.3. The local housing authority may not impose a financial penalty under section 249A on the licence holder in respect of such a failure.

## **7. Council Standards for Licensable Houses in Multiple Occupation**

7.1. The an maximum occupancy limit per room shall be as follows:

The Council will provide schedule that will form part of the licence for the property detailing how many people can occupy each room within the HMO with reference to its HMO standards. For example:

<i>Ground Floor Front Room</i>	<i>One household comprising one person</i>
<i>First Floor Front Room</i>	<i>One household comprising two people etc.</i>

## **8. Additional conditions**

- 8.1. The Council will ask for additional works that ensure that the property meets its HMO standards. If there are any missing certificates or reports the council will make it a requirement of the licence that these are provided within a specified time period of the licence being issued