

Cheshire West & Chester Council

Landlords

A Good Practice Guide

Contact Us - Telephone 0151 356 6472 or email
privatehousing@cheshirewestsandchester.gov.uk



Cheshire West
and Chester

Contents

Introduction

Becoming a good Landlord

New Lettings
Finding tenants
Letting and Managing Agents

Setting up Tenancies

Types of Tenancy
Shorthold Tenancies
Resident Landlord Tenancy
Regulated Tenants
Company Tenancies
Unprotected Tenants
Other types of tenure

References, Deposits, Inventories and Disputes

References
Inventories
Deposits
Deposits and low incomes
Disputes

OFT guidance on unfair terms in tenancy agreements

Unfair terms
Potentially unfair terms

Rents and Changing the Tenancy Terms

How much rent should you charge?
Can rents be increased?
Can I change the terms of a tenancy?
Rent Act (regulated) tenancies
Excessive rent and Pre-Tenancy Determinations
Rent Arrears

What to do when the Tenancy ends

End of the contract period
How to end a tenancy
Accelerated Possessions
List of grounds for possession
Notice periods
What if the tenant abandons my property?
Selling the house

Harassment and Unlawful Eviction

Harassment
Unlawful eviction
Letting a property – rights and responsibilities

Protecting the Safety of Tenants and the Property

Temperature and Moisture
Heating
Pollutants
Overcrowding and Space

Security
Lighting
Noise
Hygiene and Refuse
Kitchen Facilities
Personal hygiene, sanitation and drainage
Water supply
Protection against falls
Stairs
Windows, balconies etc.
Electrical hazards
Fire
Hot surfaces and materials
Collision and entrapment
Explosions
Ergonomics
Falling objects and structural collapse

Maintenance and Property Improvements

The role of the landlord / agent
Electrical Safety
Gas Safety

Condensation and Black Mould Growth

Planning and Building Control Issues

Houses in Multiple Occupation

What is a House in Multiple Occupation (HMO)?
HMO Standards
Fire Protection
Good management
Licensing of HMOs

Financial Matters

Tax liability
Stamp duty
Mortgages
Housing Benefit
Deposits
Insurance
Council Tax
Changing the rents
Financial Assistance for landlords

Duties of Tenants

The Role of the Local Authority – Housing Services

Sources of Information

Useful Contacts
Property record
Basic Fire Safety Measures Guide
Renting Checklist

Fire Safety Risk Assessment Checklist
Inventory Form
Fire Door Guide

Index

Introduction

People become landlords for a number of different reasons: some may have inherited a property, some want to retain an interest in an area, and others to help with their pension fund or to provide accommodation for their offspring whilst they are away at college. Landlords may range from having one property, to those with an extensive portfolio. Every landlord has different knowledge, experience and outlook, but in the main, tenants all want the same: sound, safe, and well managed accommodation with a fair rent.

This guide aims to cover the whole rental process and caters for all different types of property, landlord and agent.

The guide is split into a number of chapters and looks at some of the main issues covering different types of tenancies, rents and housing conditions.

The first part of the guide looks at systems and organisations that can help with finding tenants, and running and managing properties (Chapter 2). The guide also covers some of the legal aspects in connection with different types of tenancies, what can be included in a tenancy agreement and the procedures to be followed when you wish the tenancy to come to an end. (Chapters 3, 5, 7 and 8). There is also information about rents, deposits and some simple practical tips.(Chapters 4 and 6.)

Houses and flats are inherently dangerous with electricity, stairs and other hazards being present. The landlord/agent

has a duty to minimise the potential for injury and Chapters 9, 10 and 11 cover such issues.

Properties which are shared by a number of people have special status and requirements. These are classed as Houses In Multiple Occupation (HMOs) and Chapter 13 looks at them in detail.

It is recognised that tenants also have responsibilities when they are renting and this guide covers some of the tenants duties (Chapter 15.)

Financial matters are important for landlords. Chapter 14 covers some of the issues about taxes, stamp duty, bills and financial assistance.

Chapters 12 and 16 look at some of the services Cheshire West and Chester Council provide that particularly relate to Landlords and Agents, including planning, building control and housing and enforcement related matters.

The final chapter looks at some of the sources of further information, and includes some example forms and records which may be of assistance.

If you require information or advice on any of the areas covered in this guide, or on renting in general, please contact the Private Sector Housing Team on 0151 356 6472.

Becoming a good Landlord

Anyone can become a landlord, the key however is becoming a good landlord, and it is for this reason that this guide has been produced. As with many aspects of life, knowledge and practical advice is the key.

This chapter looks at the necessary permissions, finding tenants, and organisations that will take on all or part of this work for you.

Do I need permission to rent my property?

If you have a mortgage you will probably need permission from your lender before renting the whole property or letting a room in it.

Long leaseholders may also need permission from the freeholder before renting. Check the terms of your lease. If you are unclear you should contact your freeholder or a solicitor.

If you are a private tenant you may be allowed to sublet, but you must seek advice first as it may lead to your landlord ending your tenancy.

Insurance companies may also need to be consulted as renting may affect the cover they provide.

New lettings

It is advisable to seek professional advice before letting your property, especially if you are not going to use a letting or managing agent. The letting of a property in return for rent creates a tenancy, or at least a legally binding contract, even if there is no written agreement. Any letting entails obligations and duties for both landlord and tenant. This will be discussed in detail in Chapter 3.

Finding Tenants

There are various ways to find tenants for your property. The Housing Solutions Team at the Council can assist you in advertising and finding suitable tenants for your privately rented accommodation. You could advertise in shop windows, on in-store notice boards, or in local or regional newspapers, and there are a number of websites for advertising rented property, such as netrent.co.uk, or using an agent for rightmove.co.uk. Local estate and letting agents may also find tenants for you on your behalf. Details can be found in local papers, the phone book and on the internet. Be very clear about the kind of tenant you want and the type of tenancy you are offering.

Your advert should specify:

- Whether the property is suitable for a single person or for a couple or a family or smokers
- the rent and whether this includes any bills such as water rates
- whether the property is furnished or unfurnished
- whether tenants share any facilities
- whether there is a garden, parking etc
- whether pets are allowed

- there is a duty not to discriminate against people on housing benefit (the private rented sector must provide accommodation for all sections of society and there is a desperate need for such accommodation.)
- Local information such as how near the property is to local amenities

The Council can also help you to find tenants, please contact the Housing Options Teams on 01606 353 546 (Winsford Office), 0151 356 6868 (Ellesmere Port Office) 01244 305487 (CDHT / Chester Office) for further details.

Do I have to give my details to tenants?

It is good practice to provide tenants with written details of how to contact you. Some landlords give their home or business address in the tenancy agreement and a telephone number so that the tenant may contact them in an emergency.

If you do not give a tenant an address in the United Kingdom at which they may serve notices on you, the tenant is not obliged to pay any rent or service charge. (All such charges – including backdated charges – become payable as soon as you provide the required information.) There are also tax implications for landlords who do not live in the UK- see the Financial Matters chapter 14 for details.

If you make a written demand for rent or service charges you must include your name and address.

If your tenant makes a written request for details of your agent or information about the last report received, this must be provided within 21 days.

Letting and Managing Agents

You may consider using an agent to deal with the property on a day-to-day basis. This may be worth considering if the property you intend to let is some distance from where you live or if you are often away for long periods of time, or if you do not have the time or skills to deal with such matters.

Agents provide a number of services which can be tailored to suit the needs of a landlord. Such services include:

- finding tenants;
- taking up references;
- collecting and managing deposits in accordance with the legislation;
- preparing inventories and contracts;
- collecting rents and in some cases guarantee the rent when the property is empty;
- monitor and chase rent arrears;
- deal with emergency repairs;
- manage the property and its maintenance;
- inspect the property from time to time;

- deal with the legal aspects of asking tenants to leave and returning deposits etc.

You should choose your agent with care - some companies are members of ARLA (the Association of Residential Letting Agents), or NAEA (National Association of Estate Agents), or RICS (Royal Institute of Chartered Surveyors), or be a member of NALS (the National Approved Letting Scheme). Details of these can be found in the Sources of Information chapter. Please note that there is no restriction on who may act as a letting agent or how much they can charge for their services. Cheshire West and Chester Council is working with local letting and managing agents to ensure that good standards are in place, please contact the Private Sector Housing Team for advice tel 0151 356 6472.

Agents charge a fee for providing their services; this will depend on the level of service provided. Fees are usually around 10% – 15% of the rent; if the agent is going to manage as well as let the property the charge is likely to be 15% or more. As with any service, it is a good idea to shop around to get the best deal as they do vary according to the condition of the rental market, and the cover provided.

Are there other organisations that will look after my property for me?

Private Sector Leasing Schemes can look after properties on your behalf. There are a number of organisations and agencies who are looking for landlord properties to lease for a fixed term (often 1-5 years). Such schemes often involve the organisation fully taking over the property on a lease type agreement and offering a guaranteed rent for that period. Often the organisation will take on the majority of the repairs and they guarantee to return the property in a good condition with vacant possession at the end of the term.

All types of accommodation, from traditional dwelling houses, to bedsits and houses in multiple occupation are included in Private Sector Leasing schemes.

Organisations running leasing schemes include Housing Associations/ Cheshire West and Chester Councils Housing Options Team, University of Chester, Chester Aid to the Homeless, (CATH), Chester Lodging and Support Providers (CLASP), and Turning Point. Please contact the organisations directly for more advice (details are in the Sources of Information Chapter at the back of this guide).

Setting up Tenancies

This chapter looks at some of the different types of tenancy available. There are lots of different types and it is possible to choose one to suit your needs. As a tenancy is a legal document it is good practice to have it written down and there are a number of Letting and Managing Agents, Landlord Associations and solicitors that will be able to give advice.

Can I change the type of tenancy?

If you buy or inherit a property which is already occupied, it may not be possible to change the tenancy or the tenancy agreement. The occupier may have a regulated tenancy, which gives the tenant greater security and which is subject to rent control. It is vital that you know what type of tenancy you are dealing with, so get a solicitor to advise you. You can find information on regulated tenancies in the leaflet "Regulated Tenancies" available from ODPM Free Literature which can be downloaded from their website. The website address is: www.odpm.gov.uk

More details on changing the terms of the tenancy are found in the Chapter 6, Rents and Changing the tenancy.

Must I provide a written agreement?

You do not have to provide a written agreement unless the tenancy is for a fixed term of more than three years. However it is strongly advised that you have a written tenancy agreement setting down the terms and conditions of the tenancy.

A written agreement is advisable when letting to new tenants for the following reasons:

- both parties know what is expected of them and what their obligations are – a written tenancy agreement sets a firm foundation for the tenancy and can help avoid future disputes
- you cannot use the accelerated possession procedure unless you provide a written tenancy agreement

When creating a tenancy, you should take care to ensure that it is of the correct type to suit your future plans for the property. The following information may be of assistance. As you are entering into a legal contract, we would always recommend you get specialist legal advice.

Types Of Tenancy

Assured and assured shorthold tenancies

These are the names of the commonest forms of arrangement for the letting of houses and flats by private landlords. In their current form, they were introduced by the Housing Act 1988 as amended by the Housing Act 1996.

Assured tenancies and assured shorthold tenancies were introduced to encourage lettings by allowing landlords to charge a full market rent, unlike previous forms of tenancy. Assured Shorthold tenancies also allow landlords to let their

property for a short period only and to get it back if they wish after six months.

In the legislation, the term assured tenancy covers both assured tenancies and assured shorthold tenancies. For clarity, this guide will make a distinction between assured tenancies and shorthold tenancies (assured shorthold tenancies).

What is the difference between an assured and a shorthold tenancy?

If you let on a shorthold tenancy, you can regain possession of your property 6 months after the beginning of the tenancy, provided that you give two months notice that you require possession.

If you let on an assured tenancy, your tenant has the right to remain in the property unless you can prove to the court that you have grounds for possession.

You do not have an automatic right to repossess the property when the tenancy comes to an end.

You can charge a full market rent for an assured or a shorthold tenancy.

Choice of an assured or a shorthold tenancy.

If you think you may need to regain possession of your property at some time, you should consider a shorthold tenancy. If you have a mortgage, your lender may require the tenancy to be a shorthold tenancy. If you are sure that you want to let the property indefinitely, you should consider an assured tenancy.

The following list of tenancies or agreements cannot be assured or shorthold tenancies.

- a tenancy which began, or which was agreed, before 15 January 1989;
- a tenancy for which the rent is more than £25,000 a year;
- a tenancy which is rent free or for which the rent is £250 or less a year (£1,000 or less in Greater London)
- a tenancy granted to a student by an educational body such as a university or college;
- a holiday let;
- a letting by a resident landlord

Tenancies, which can be assured but not shorthold tenancies

The following tenancies can be assured but not shorthold tenancies:

- a tenancy replacing an earlier assured tenancy with the same tenant which has come to an end, or a statutory periodic tenancy arising automatically when the fixed term of an assured tenancy ends;

- an assured tenancy which the tenant has succeeded to on the death of the previous regulated (pre-1989) tenant;
- an assured tenancy following a secure tenancy as a result of the transfer of the tenancy from a public sector landlord to a private landlord;
- an assured tenancy arising automatically when a long leasehold tenancy expires.

Tenancies that cannot be shorthold tenancies

If you already have an existing assured tenant, you cannot replace his or her tenancy with a shorthold tenancy.

Shorthold Tenancies

Under the 1996 Housing Act, all new private sector tenancies are automatically shorthold unless the landlord has made special arrangements to set up an assured tenancy.

Therefore most tenancies created after 28 February 1997 are shorthold tenancies.

Tenancies that started or were agreed before 28 February 1997 were automatically assured tenancies unless a special procedure was followed to set up a shorthold tenancy using a special form (a Section 20 notice.)

To set up an assured tenancy you must either give the tenant a notice that says that the tenancy is not a shorthold tenancy before the beginning of the tenancy, or include a simple declaration in the tenancy agreement to this effect.

If you decide after the tenancy has started that it should be on assured terms, you can serve the notice after the tenancy has started. There is no special form for giving this notice you simply need to state clearly that the tenancy will not be a shorthold tenancy.

An assured or shorthold tenancy may either:

- last for a fixed number of weeks, months or years called a fixed term tenancy; or
- run indefinitely from one rent period to the next called a contractual periodic tenancy.

If you agree a fixed term tenancy, you will only be able to seek possession during the fixed term if one of the grounds for possession (2, 8, 10 to 15 or 17 in the list of grounds of possession provided in Chapter 7) apply and if the terms of the tenancy make provision for it to be ended on these grounds.

If you agree a periodic tenancy, you can seek possession at any time on any of the grounds in the grounds for possession (listed in chapter 7).

Furthermore, if you agree a shorthold tenancy on a periodic basis, you have an automatic right to possession at any time after the first 6 months, provided you have given 2 months notice that you require possession. You cannot seek possession from an assured tenant without grounds when the fixed term ends.

The initial period of a shorthold tenancy

You do not have to agree an initial fixed term although you may do so if you wish. You may agree a fixed term for less than six months if the tenant agrees, or the tenancy can be set up as a periodic tenancy from the outset.

However, the tenant has a right to stay in the property for a minimum period of 6 months. This means that even if you agree a fixed term of less than 6 months or a periodic tenancy from the outset, you do not have a guaranteed right to possession if the tenant refuses to leave during the first 6 months of the tenancy. However, you can seek possession during this period on one of the grounds for possession set out later in this section.

Do I need a written tenancy agreement?

Written tenancy agreements are only required by law for fixed-term tenancies of greater than 3 years. However you are strongly advised to have a written tenancy agreement as it will make it easier to resolve any disagreements which may arise later, and if necessary, to evict the tenant. You cannot use the "accelerated possession procedure" without a written tenancy agreement.

A tenant who does not have a written agreement has a right to ask for a written statement of any of the following main terms of the tenancy; the date the tenancy began; the amount of rent payable and the dates on which it should be paid; any rent review arrangements, and the length of any fixed term which has been agreed.

The tenant must apply in writing for this statement. You must provide it within 28 days of receiving the tenant's request. If you fail to do so, without a reasonable excuse, you will be liable to a fine.

If you have only an oral agreement with the tenant the legislation that applies with regards to the type of tenancy will depend on the date the tenancy was set up. You may need to get specialist advice.

You may draw up your own agreement but you must make sure that the terms are fair and do not conflict with the duties on landlords imposed by legislation which will automatically override what you agree with your tenant. Chapter 5 gives details of what is considered as unfair terms in a tenancy agreement.

If you do decide to draw up your own agreement you are strongly advised to seek legal advice. For this reason it may be better to use standard tenancy agreements which are available from larger general stationery stores and by searching legal forms on the internet (there may be a charge.) If you are a member of a landlord organisation you may be able to obtain model tenancy agreements from them.

Standard tenancy agreements forms can be bought from any Law Stationers, downloaded from the internet, or you can draft your own tailor made agreement to suit your particular circumstances, although it is advisable to consult a solicitor if you are not experienced in such matters.

Prospective tenants should be given every opportunity to read and understand terms of the tenancy, and any other agreement, before becoming bound by them.

What should a tenancy agreement include?

Tenancy agreements should contain the following:

- A clause detailing in depth what the deposit is for, the circumstances under which part or all of it may be withheld and how it is returned, together with details of which tenancy deposit protection scheme the money is held in (for tenancies commencing from October 2008)
- Information about what is included in terms of repairs including information from s11 of the Landlord and Tenant Act 1985.
- A clause that covers the need for forfeiture of the property in cases of rent arrears, all the grounds for possession, false references and any other breach of the tenancy.
- A clause that deals with overpayment of any Housing Benefit / Local Housing Allowance and covers what guarantors are responsible for.
- Sections that deal with safety, e.g. no portable gas heaters, paper lampshades, candles, and not running the washing machine when the property is empty.
- Clauses dealing with any items that are left when a tenant moves out, and enables the landlord/agent to dispose of them.
- Clauses that prevent the tenant from subletting.
- A section that deals with the service of any documents, for example proof of posting to confirm that any letters, notices etc. have been correctly served.
- A UK (England and Wales) address for the landlord. This can be the address of your agent or a business address, rather than your personal address.

Following changes to stamp duty in 2004, tenancy agreements no longer have to be sent or taken to the Stamp Office for stamping in order to have validity unless they are of very high rent value. Details about stamping can be found in the Inland Revenue leaflet Stamp Duty on Agreements Securing Short Tenancies. This is available from any Stamp Office; you can also ask a Stamp Office for more advice about stamp duty, or ring their Helpline on 0845 603 0135 (option 3). See the Financial Matters, Chapter 14, for more information on Stamp Duty.

Should I grant a fixed term tenancy?

It is up to you whether you grant a fixed term tenancy or one that runs indefinitely from week to week/month to month (a periodic tenancy), but it is important to understand the legal implications of each type.

A fixed term tenancy is one initially granted for a fixed period; for example, one year. Before the fixed term expires you can only end the tenancy by means of forfeiture or by using a break clause. (See Chapter 7 on What to do when a Tenancy ends for more details.)

There are advantages and disadvantages to both fixed term and periodic tenancies. With a fixed term agreement, the tenant agrees to take the property for a specific period of time and is obliged to pay rent for the full term of the tenancy. If the tenant leaves before the fixed term has expired you may claim lost rent, although you will be expected to mitigate your losses by taking all reasonable steps to re-let the property at the same or a higher rent.

Many landlords prefer the fixed term option because they want to ensure that their property is let out for a specific period of time e.g. a student academic year, particularly if the landlord is letting his or her own home while working overseas.

Please note that all assured shorthold tenants have the right to stay in the property for at least six months.

If you think you may need to get the property back after six months, it is advisable to let it out under an agreement for an initial term of no more than six months or under a periodic tenancy.

Resident Landlord Tenancy

If you intend to share your own house where you live with other tenants, you will need to create a resident landlord tenancy.

To qualify as a resident landlord you must have been occupying the same property as the tenant at the start of and throughout the tenancy.

You will need to agree to a fixed tenancy period, but if for any reason you wish to end the tenancy, you will not normally need a court order to gain possession. You do, however, need to issue a written notice giving an agreed period to leave. It is strongly recommended that legal advice is obtained.

If you live in the same property, but neither you, nor a member of your family, share any accommodation apart from stairs, hallways and storage areas with the occupier, the letting will be a common law or unprotected tenancy.

If you or a member of your family and the occupier shares accommodation such as a living room, kitchen or bathroom, it is an excluded letting, (it may however still be a house in multiple occupation, see later).

How can I get my property back from an excluded occupier?

An excluded occupier has very few rights to remain in the property. You need only give the occupier reasonable notice to leave and you do not need to apply for a possession order.

Reasonable notice is normally a minimum of 28 days, especially if the occupier has been with you for several months. Where he or she has only been living in your home for a short time, or has behaved unreasonably, the notice may be shorter. If, however, you have granted a fixed term agreement, you can only get possession during the fixed term if there is a break clause or a forfeiture clause and the occupier is in breach of one of the terms.

You should seek advice on evicting excluded occupiers, as the law is complex. When you actually come to carry out the eviction you may be committing an offence under the Protection from Eviction Act 1977 by evicting an occupier who, in fact, has the right to a court possession order. (See Chapter 7 for details on ending the tenancy.)

Even if you are entitled to evict the occupier without a possession order, you may commit an offence under the Criminal Law Act 1977 if you evict them yourself. Under this Act it is an offence to use violence to gain entry to premises. In view of this, we advise you to seek possession through the county court to avoid prosecution and to get a bailiff's warrant. You should always seek detailed professional advice if you have any doubts.

Regulated Tenants

These tenants are often called sitting tenants with Fair Rents, and relate to tenancies created before 15 January 1989. Often there are low rents involved, and there are prescribed methods for agreeing rents increases and any appeals are dealt with through the Rent Office.

Company Tenancies

Where a property is let to a Company, e.g. the NHS or a large Financial Institution, it is not possible to have an Assured or Assured Shorthold Tenancy. In these cases, a company let is required. When such tenancies occur, the procedures for ending a tenancy differ in that section 146 notices under the Law of Property Act 1925 are required.

Unprotected Tenants

Certain tenants are unprotected, i.e. their tenancies are not covered by the Protection of Eviction Act 1977. These include:

- People who contractually do not have to pay rent or other monies.
- Holiday lets
- Crown tenants
- Tenants of a resident landlord i.e. they all share the same kitchen, bath and toilet.

For unprotected tenants, there are differing rules about asking tenants to leave. You will need to get specialist legal advice.

Other types of Tenure

Licences- A licence is distinct from a tenancy in that the occupier does not have a legal interest in the property, but just has permission to occupy for the duration of the contract. Licences cover such lettings as:

- family arrangements
- accommodation provided to guests
- hostel accommodation
- acts of kindness or generosity.

If an occupier has exclusive occupation of at least one room, pays rent and rents the property for a term, he or she is most likely to have a tenancy rather than a licence.

If you are not sure what kind of letting you have entered into, it is important to get professional advice before you ask the occupier to leave or you increase the rent.

Note: This type of licence differs from a HMO licence under the Housing Act 2004- see the HMO chapter 13 for details.

References, Inventories, Deposits and Disputes

This chapter looks at some of the main areas of inquiry for the Private Sector Housing Team. As with many things, getting systems and paper work correct from the outset will help both to ensure compliance with the law, but will also minimise the potential for problems.

Letting and Managing agents and Landlords Associations have a wealth of advice and experience in these areas. See the Sources of Information chapter for more details.

References

It is very important that you interview tenants carefully. You will want to choose a person who will be a trustworthy and reliable tenant. First impressions can be useful, but you can lessen the risk by taking up references from the prospective tenant's current or previous landlord, employer and bank.

You may also consider using a tenant referencing service, which will make these and additional checks for you. Details can be found on the internet or local estate/letting and managing agents. Unfortunately the tenant may be charged for obtaining a reference. Good references may lessen the risk of damage or non payment of rent, and can help to give greater peace of mind.

A number of Landlord Associations provide referencing services, along with forms, and guidance on collecting references. See the Sources of Information Chapter at the end of this guide for more details.

Ask new tenants for contact details of a close family member or friend whom you can contact in an emergency. This information is also useful if the tenant leaves without notice. These people may also be asked to act as a guarantor for the rent (providing consent is given).

You should note that tenants should not be chosen on the basis of race, religion, marital status, disability, sexuality or age. If you discriminate against any tenant on these grounds, you could be prosecuted. If you are letting rooms in the house you live in, there are limited cases where you may be able to specify the sex of prospective tenants.

Inventories

You are strongly advised to make a list of all equipment and furniture in the property, and to take details of its condition when the tenants first move in. Any existing damage should be noted and agreed with the tenants.

A well drawn up inventory will help to avoid disputes, especially those that involve the return of deposits. A copy of the inventory should be given to the tenants, and it is good practice to ask the tenants to sign it.

Photographs (including digital photos) can be very helpful in the keeping of an accurate record of the condition of the property at the beginning and end of a tenancy. It may also

be worthwhile taking photographs of particularly valuable items, or existing disrepair/stains etc.

Inventory forms and information on how to create them can also be found on the internet, including the legal form websites, and at the Sources of Information chapter at the back of this guide.

Deposits

You may ask the tenant to pay a deposit before moving into your property to act as security in case they leave the property owing rent or to pay for any damage or unpaid household bills at the end of the tenancy.

The amount of deposit you charge will depend on the property. There are a number of factors to consider in determining the deposit, i.e. if bills are in the tenants' name, the inventory of the property etc. (The use of digital photographs is strongly recommended to help accurately record the condition of a property.) A sum equivalent to 4 weeks rent is usual.

If you charge a deposit of more than 2 months rent, it could be regarded as a premium, which may give the tenant a right to give the tenancy to someone else or to sublet. It may also have implications for stamp duty (see Financial Matters chapter 14 for details).

It is good practice to give a receipt for the deposit.

You should state clearly in the tenancy agreement the circumstances under which part or all of the deposit may be withheld at the end of the tenancy. The Office of Fair Trading gives advice on this in Chapter 5. The deposit should not be used for general wear and tear, or general cleaning at the end of the tenancy. It is also worth noting that the deposit is the tenant's money and that the landlord is holding it in trust.

The Housing Act 2004 requires deposits to be held in a government approved Tenancy Deposit Schemes. These apply to any landlord or agent who takes a monetary deposit for an assured shorthold tenancy. The government's aim is to remove the risk of 'misappropriation' of tenants' deposits by unscrupulous landlords/agents.

There are two types of scheme under this legislation: A custodial scheme- (where the scheme administrators hold the deposit - which is free) see www.depositprotection.com, and an insurance based scheme (where the landlord retains the deposit but has to pay an insurance premium) see www.mydeposits.co.uk and www.thedisputeservice.co.uk. You must provide details of the scheme under which the deposit is held, within 14 days of taking the deposit. For more information, please contact the Private Sector Housing team on 0151 356 6472, or look at websites such as www.communities.gov.uk, Shelter, and Landlord

Organisations- see the Sources of Information Chapter at the end of the guide for details.

Deposits and Low incomes

Many tenants find it difficult to pay a large lump sum, in some cases; it may be worth asking for a deposit in instalments. If the tenant cannot afford the deposit, there are certain occasions when help may be available through Cheshire West and Chester Council's Bond Guarantee Scheme. The Council will guarantee up to £500 for the initial six month period to replace a cash sum deposit, until the tenant can gather together the money. The bond is intended to guarantee either rent lawfully due or for any significant tenant damage. For further information contact:

Chester & District Housing Trust
01244 305 487

Ellesmere Port Housing Solutions Team
0151 356 6868

Northwich Housing Solutions Team
01606 353 546

Disputes

If you do find yourself in dispute with your tenant contact the Private Sector Liaison Officer (PSLO) based with the Housing Solutions Team of Cheshire West and Chester. The Private Sector Liaison Officer will liaise between parties to resolve any problems that may arise and work between the tenant and landlord to mediate successful tenancies and avoid unnecessary evictions. This service includes help with all aspects of tenancy regulation, fast tracking of Housing Benefit claims, one off payments to reduce rent arrears, referrals to agencies who can provide tenants with additional

support and provide advice on maintaining a good relationship with your tenants.

If you are unable to resolve the dispute with your tenant, it is recommended that you seek legal advice on how to proceed. Advice can be from a solicitor, Citizens Advice, Shelter, or one of the Landlord Associations. Details are found at the end of the guide.

The Housing Ombudsman Service (www.ihos.org.uk) was set up to provide Housing Associations and other Registered Social Landlords and their tenants with a free impartial advice on disputes. Their service is also open to any private landlords who wish to join.

Sometimes there are disputes between landlords and their agents. You should always seek independent legal advice if you are faced with such a problem. If your agent is a member of the NAEA, ARLA, RICS, or NALS you can approach these organisations for advice on their Code Of Practice and Complaints Procedure.

A number of mediation services have now been set up to deal with such disputes, details can be found on the internet, or from your local Private Sector Liaison Officer on 01244 305 487 / 0151 356 6868 / 01606 353 546.

If you do find yourself in dispute with your tenants and are unable to resolve the problem, you should always seek advice from a solicitor.

OFT guidance on unfair terms in tenancy agreements

This chapter looks at what can and cannot be included in a tenancy agreement. If the term is not in accordance with good practice, it is unlikely that the courts will enforce it for you.

The Office of Fair Trading guidance, which is backed up by legislation, says that landlords and agents should deal fairly and equitably with tenants, respecting their legitimate interests and deal with them in good faith. A copy of the guidance can be ordered (free of charge) by phoning 0845 722 44 99 or downloaded from the Office of Fair Trading website at www.oft.gov.uk

The guidance says that tenants are entitled to have tenancy agreements that strike a fair balance between themselves and landlords and contain fair terms in plain, intelligible language. The Unfair Terms in Consumer Contracts Regulations 1999 protect tenants from one-sided contracts favouring landlords.

Under these Regulations a tenant is not bound by a standard term in a contract with a landlord if that term is unfair. The only exception to this is for price setting terms such as the rent and those, which give details of the property and the length of the tenancy.

To ensure that your standard agreement complies with the Regulations you should review any standard tenancy agreement that you use to ensure that its terms are not balanced against the tenant, do not reduce the tenants legal rights and are jargon free. If you are in any doubt, check with the company that supplied the tenancy agreement and if necessary ask them to supply their latest version that complies with the OFT's guidance.

The OFT expects those who use or supply standard pre-formulated tenancy agreements to review their terms and conditions in the light of the guidance and amend or remove any unfair terms from these contracts. If a term in a tenancy agreement is found to be unfair it will not be enforceable against the tenant. Landlords need to be aware of this potentially serious problem.

This guidance helps you to understand what the Office of Fair Trading (OFT) believes to be, potentially unfair terms in assured and assured shorthold tenancy agreements.

The guidance in this chapter represents the OFT's considered views and the basis on which it is likely to take enforcement action. However, it is ultimately for the courts to decide whether any term is unfair. The guidance deals with standard terms that are drawn up in advance, and not those that are individually negotiated with the tenant.

A 'test of fairness' should be applied to each of the terms in the tenancy agreement. This does not apply to 'core' terms such as those that set the rent or describe the main subject matter of the agreement, provided that they are in plain and intelligible language.

A standard term fails the test of fairness if: -

"Contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer"

The courts have held that: -

"The requirement of good faith in this context is one of fair and open dealing. Openness requires that the terms should be expressed fully, clearly and legibly, containing no concealed pitfalls or traps."

The OFT has identified contractual imbalance as the main cause of unfairness. This is created wherever a term gives powers to the landlord that he would not otherwise have, or protects him in a way that puts the tenant at a disadvantage.

The Regulations require the use of plain and intelligible language. Contracts must be intelligible to ordinary tenants without legal advice. This means using normal words in their usual sense in short sentences, and avoiding legal jargon, statutory references, elaborate definitions and extensive cross referencing.

Unfair terms

These are the terms that the OFT consider may be unfair in this Schedule, some have more relevance to tenancy agreements than others. All groups are detailed below and those most relevant to the lettings industry have further notes.

1. Exclusion of liability for death or personal injury
2. Exclusion of liability
 - (a) For state of the property or furnishings
 - (b) For exclusion of liability for poor service
 - (c) For call out charges to complete a landlord's repairing obligations
 - (d) For unreasonably short reporting times for repairs
 - (e) For excluding a tenant's right to off-set rent arrears against disrepair
 - (f) For excessive delay in carrying out repairs
 - (g) Excessive rights of entry by the landlord should not be provided
3. Binding consumers (i.e. the tenant) while allowing the supplier to provide no service
4. Retention of prepayments on consumer cancellation

A term which rules out the refund of a substantial prepayment is likely to be unfair. Where cancellation is the fault of the tenant, the landlord is entitled to hold back from a prepayment either the net costs or the net loss of profit.

5. Financial penalties
A term to pay unreasonable interest on arrears of rent, unless there are special circumstances, is likely to be unfair.

A term in a fixed term tenancy which requires a tenant who leaves early, without the landlord's agreement, to pay rent for the remainder of the period in full is likely to be unfair.

A term may be unfair if it allows the landlord's surveyor sole discretion to set the amount to be deducted from the rental deposit to cover damage caused by the tenant.

Whilst a term requiring a tenant to pay all the landlord's legal costs regardless of the outcome may be unlawful, a term may not be open to objection if it says that tenants who break the terms of the tenancy can expect to have to meet any reasonable legal costs properly incurred as a result.

6. Cancellation clauses
A term stating or implying that the tenant could be evicted at the landlord's discretion would be seriously misleading and open to challenge.

7. Supplier's (i.e. landlord's) right to cancel without refund
A term is likely to be unfair if it makes a substantial prepayment non-refundable on a serious breach by the tenant, regardless of whether the landlord has suffered any loss. However it could be fair for the landlord to keep as much of the prepayment as is reasonably required to cover his legitimate expenses.

8. Supplier's right to cancel without notice

9. Excessive notice periods for consumer cancellation
An unreasonably long notice period for termination of an assured periodic tenancy agreement can lead to tenants paying for accommodation they no longer want or need.

10. Binding consumers to hidden terms
It is a basic requirement of contractual fairness that tenants should always have an opportunity to read and understand terms before becoming bound by them. Tenants need to be effectively alerted to important terms.

11. Supplier's right to vary terms generally

12. Right to change what is supplied
A term that allowed the landlord discretion to alter the building or remove or change furniture, during the currency agreement is likely to be unfair.

13. Price variation clauses
Rent variation clauses are more likely to be fair where the amount and timing of any increases are

specified and terms that permit increases are linked to a relevant published price index.

Also likely to be regarded as fair are rent review clauses which allow for an increase in rent to be determined in the light of objective factors by a person who is independent of the landlord.

14. Supplier's right of final decision

15. Entire agreement and formality clauses
Good faith requires that the parties be bound by their unwritten statements and those of their representatives. A term excluding liability for such statements could give considerable scope for misleading tenants regarding their rights and may as a result be considered unfair.

A tenancy agreement may contain a statement warning that it is a binding document. Such a warning needs to be sufficiently highlighted in some way in order to draw it to the tenant's attention.

16. Formality requirements
A term that makes renewal of a tenancy conditional on compliance with excessive costs or formality may be open to objection.

17. Binding consumers where the supplier defaults

18. Supplier's right to assign without consent

19. Restricting the consumer's remedies

Potentially unfair terms

There are 8 in this group of potentially unfair terms:

1. Allowing the landlord to impose unfair financial burdens
Vague charges are likely to be unfair. A requirement to pay for cleaning at the end of the tenancy may be unfair if it is vague about the basis on which the money will be demanded or the extent of the cleaning involved.

2. Transferring inappropriate risks to tenants
A risk lies more appropriately with the landlord if it is within his control, or if it is a risk of which the tenant cannot be expected to be aware, or the landlord can insure against it more cheaply than the tenant.

Terms under which the landlord must be 'indemnified' for costs, which could arise through no fault of the tenant, are open to objection.

3. Unfair enforcement powers
The law recognizes that landlords may expressly reserve the right to forfeit in the tenancy agreement. However, terms that appear to reserve a right of forfeiture or re-entry for any breach of covenant (however minor) could potentially

mislead the uninformed tenant. The fact that such terms have long been extensively used does not make them fair.

4. **Excluding the tenant's right to assign or sublet**
Terms that restrict a tenant's right to assign or sublet may be considered unfair. The OFT considers that in fixed term tenancies an absolute ban on both assignments and subletting may be considered unfair. Expressly allowing a tenant to assign or sublet by consent that is not to be unreasonably withheld is considered a fairer balance. A prohibition on subletting may be acceptable if a tenant who leaves the property early is free to assign.
5. **Tenant declarations**
The OFT is likely to object to any standard declaration that appears to indicate that the tenant has been dealt with fairly and properly, for example in the establishment of the tenancy agreement, and to declarations that the tenant has received or seen documents stating that the landlord has discharged specific health and safety responsibilities. General declarations of understanding by the tenant are to be avoided, but clear and prominent warnings that the tenant should read and understand the terms before signing them are more likely to be acceptable.
6. **Exclusions and reservations of special rights**
Any term, which could deprive tenants of normal protection under the law, may be considered unfair. Tenants should not be required to contract out of the protection offered by legislation.
7. **Landlord's discretion in relation to obligations**
A term giving the landlord complete freedom to make arrangements to carry out repairs or maintenance allows the tenant's needs to be disregarded, and can have the same effect as an exclusion of liability for causing loss and inconvenience. Any term may be unfair if it gives the landlord, or his agent, excessive power to decide whether the tenant should be penalised, or obliged to make reparation, or deprived of any benefit under the tenancy agreement.
8. **Unreasonable ancillary obligations and restrictions**
Terms that put tenants at risk of incurring contractual penalties that are more severe than is

necessary to protect the landlord's real interest in safeguarding his property generally will be considered unfair. Terms restricting a tenant's use of a property should be reasonable in relation to the type and location of the property. Other examples of unreasonable prohibitions include terms against keeping pets. Such a term has been considered unfair under comparable legislation in another EU state because it could prevent a tenant from keeping a goldfish. A term prohibiting the keeping of pets that could harm the property or be a nuisance to other residents would be unlikely to meet the same objection.

Analysis of terms breaching regulation 7 concerning plain English and intelligible language

This concerns the requirement to use plain and intelligible language, which is understandable to both tenants and lawyers. Documents should avoid legal jargon. Whilst recognising that clarity in the agreements is desirable in itself, the regulations go further.

Their purpose is to protect tenants from one-sided agreements where the tenant is not given an opportunity to examine all the terms. The regulations therefore, demand 'transparency' in the full sense.

Terms must be intelligible to tenants as well as, and not only, lawyers. The OFT objects to legal jargon in all its forms so, for example the use of the term "indemnity" is frowned on. Ordinary words should be used as far as possible.

Sentences should be short and the text should be divided into easily understood sub-headings covering recognizably similar issues.

Whilst it is not required that the tenant understands every word used, they have to have a chance to learn, by the time that the contract is binding, about the terms that might otherwise disadvantage them. This can be achieved in a number of ways including, highlighting, explanatory material or brochures.

For more information on assured and assured shorthold tenancies, including further exceptions to assured status, please see the leaflet "Assured and assured shorthold tenancies – a guide for landlords". This is available free of charge from the Private Sector Housing Team or can be downloaded from the www.communities.gov.uk website

Rents and Changing the Tenancy Terms

This chapter looks at rent levels, changing them and what is considered excessive rent. It also looks at rent books, rent arrears and how to change the terms of a tenancy agreement. There is more information on Financial Matters in chapter 14.

How much rent should you charge?

There is no restriction on the amount of rent you negotiate with your tenant at the start of the tenancy, but it should be on terms which are fair and reasonable. You can find out about local rents from the Rent Service, letting and managing agents in the area, and by checking advertisements in the press.

If the rent is paid in cash a rent book is required, please refer to the end of the chapter for details.

Can rents be increased?

Rent increases will depend on the type of tenancy in force.

You should agree with the tenant the rent and arrangements for paying it and, if you wish, arrangements for reviewing it, before the tenancy begins and include the details in the tenancy agreement.

If the tenancy is for a fixed term, the agreement should say either that the rent will be fixed for the length of the term or that it will be reviewed at regular intervals and how it will be reviewed.

If the tenancy is a contractual periodic tenancy, the tenancy agreement should say how often the rent will be reviewed and how it will be reviewed.

You can only put the rent up by more than agreed in the tenancy agreement, if the tenant agrees.

If the tenancy is a fixed term tenancy and the agreement does not say when the rent will go up, you can only put the rent up if the tenant agrees. If he or she does not agree, you will have to wait until the fixed term ends before you can raise the rent.

If the tenancy is a contractual periodic tenancy, you can agree a rent increase with the tenant. You should do so in writing. Alternatively you can use a formal procedure in the Housing Act 1988 to propose a rent increase, to be payable a year after the tenancy began. You can then propose further increases at yearly intervals after the first increase.

When the fixed term tenancy ends and the tenancy lapses into a statutory periodic tenancy, you can agree a rent increase with the tenant. Alternatively you can use a formal procedure in the Housing Act 1988 to propose a rent increase to be payable as soon as the statutory tenancy starts. You can then propose further increases at yearly intervals after the first increase.

The formal procedure for proposing a rent increase for contractual or statutory periodic tenancies (where this is not covered in the tenancy agreement) is for you to notify the tenant of the proposed rent increase on a special form called "Landlord's notice proposing a new rent under an Assured Periodic Tenancy of premises" which can be obtained from a law stationers or downloaded respectively from the www.communities.gov.uk website. The forms can be used for assured or shorthold tenancies.

If the tenant agrees with the proposed rent increase, he or she should simply pay it from the date given in the notice.

If the tenant does not agree with the proposed increase, he or she must apply to the Residential Property Tribunal, (RPT). There are a number of offices in the country, with our Local office being based in Manchester. The RPT will then consider the information at its rent assessment committee and determine what the rent should be. The tenant must do so before the date on which the new rent would be due. Details of the Residential Property Tribunal are found at the Sources of Information Chapter at the end of the guide, and on www.rpts.gov.uk.

There is no appeal against a committee's decision except on a point of law, and there is no ability to award costs.

The committee may make a decision by considering the relevant papers and a written representation. The tenant can ask for an informal hearing, which you may both attend.

Assured and shorthold tenants can ask a committee to set a rent under a contractual periodic or statutory periodic tenancy if you have given notice of an increase.

Shorthold tenants can ask a committee to set a rent at the beginning of a shorthold tenancy if they feel the rent is significantly higher than rents for comparable tenancies.

When settling disputes on rent, the committee decides what rent you could reasonably expect for the property if you were letting it on the open market under a new tenancy on the same terms.

It does not take into account any increase in the value of the property due to voluntary improvements by the tenant or any reduction in the value of the property caused by the tenant not looking after the property. The committee may agree the proposed rent or set a higher or lower rent.

The rent fixed by the committee is the legal maximum you can charge. The new rent will be payable from the date specified in your notice, unless the committee considers this would cause the tenant undue hardship in which case it may specify a later date.

You can propose that the rent is increased a year after the date on which the rent decided by the committee was payable, unless the tenant agrees that you can put the rent

up earlier. The tenant must apply to a rent assessment committee to decide what the rent should be if he or she does not agree with the proposed increase.

A shorthold tenant can also apply to a rent assessment committee at the beginning of the tenancy for a decision on the rent if he or she considers the rent to be significantly higher than the rent for comparable tenancies.

The tenant may only apply to the committee once within 6 months of the beginning of the original tenancy. An application cannot be made if the original tenancy has ended and been replaced and more than 6 months have elapsed since the date the original tenancy started.

The committee will only fix a rent on a rent for a shorthold tenancy if it considers the rent to be significantly high compared with rents for similar properties let on assured or shorthold tenancies in the local area. It will not make a decision if there are not enough comparable properties. It will decide the amount of rent you could reasonably expect to get for the shorthold tenancy, taking into account those other rents.

Can I change the terms of a tenancy?

If the tenancy is a fixed term or contractual periodic tenancy, you can only change the terms of the tenancy if the tenant agrees. It is best to agree any changes in writing.

However, if the fixed term of an assured or a shorthold tenancy has ended and the tenancy has automatically run on as a statutory periodic tenancy, it will continue on the same terms unless you, or the tenant, propose new terms.

You or the tenant may propose new terms, and any consequent change to the rent, within a year of the statutory periodic tenancy starting, using a special procedure under the Housing Act 1988.

You both have the right to apply for an independent decision by a rent assessment committee if you cannot agree new terms.

If the terms are not agreed, you or the tenant must apply to a rent assessment committee to settle the terms and any consequent change to the rent. The committee decides whether the proposed new terms are reasonable for the tenancy or whether other terms are more appropriate.

The committee may adjust the rent up or down to reflect the new terms, whether or not you or the tenant proposed a new rent to match the new terms.

The new terms and the new rent, if the committee decides that the rent should be changed, will apply from the date stated by the committee, but the committee cannot apply the new rent before the date proposed in the notice.

You can only make further changes to the terms of the statutory periodic tenancy if the tenant agrees. You can, of course, propose a new fixed term tenancy or a contractual periodic tenancy on new terms at any time.

Rent Act (regulated) tenancies

Regulated tenancies are subject to fair rents. These are rents fixed by the local Rent Service. They do not take account of the impact of scarcity on the market value of rented accommodation. You or the tenant may apply to register a fair rent. Contact details for the Rent Service are found on the website: www.therentservice.gov.uk, or in the Sources of Information chapter at the end of the guide.

If a fair rent has been registered, a new registration cannot be made until two years after the date the existing registration came into effect (three years if the existing registration was made before 28 November 1980) unless:

- you and the tenant apply jointly
- there has been a change of circumstances, for example, major repairs, improvements or changes in the terms of the tenancy

If the rent has not been registered, you can increase the rent if the tenancy agreement or contract allows for rent increases. If the agreement does not allow for increases you can only increase the rent if:

- you and the tenant make a formal rent agreement which must follow special rules, or
- the Rent Officer registers a fair rent

You can get more information from the Rent Service, or a solicitor, see the Sources of Information chapter at the end of the guide for details.

Excessive Rent and Pre-Tenancy Determinations

Should your tenant claim Housing Benefit / Local Housing Allowance to help pay the rent, the Rent Officer will decide whether the rent is reasonable for the type of property. If it is considered excessive, your tenant will not receive housing benefit / Local Housing Allowance for the full amount of rent.

You can find out what the Rent Service considers to be a reasonable rent for housing benefit / Local Housing Allowance purposes by applying for a pre-tenancy determination. This sets the maximum rent figure that the Council will use to work out the prospective tenant's housing benefit. Local Letting and Managing agents may be able to give you guidance of this along with the Council's Housing Benefit Team. (tel 0300 123 7021)

If your tenant has an assured shorthold tenancy and believes the rent is too high compared to similar properties, they are entitled to ask the Residential Property Tribunal (RPT) what the rent should be. Tenants whose tenancies began on or after 28 February 1997 must apply to the tribunal within 6 months - existing tenants may apply at any time during the fixed term of the original tenancy.

Once the rent is fixed by the RPT that is the legal maximum you can charge and you can only propose another increase one year after the date on which the rent decided by the RPT was payable. See the Sources of Information Chapter for more details.

Rent arrears

A landlord can give a tenant notice that he will seek possession through the court if that tenant is at least 8 weeks behind with your rent. If this is still owed at the time of the court hearing, the judge will grant the landlord a possession order. For action to be taken it is necessary to ensure that the correct procedures are followed. It is strongly recommended that advice is sought from a solicitor, Letting and Managing agent or a landlord organisation.

Rent book

You are only legally obliged to provide a rent book if the rent is payable on a weekly basis. This must by law contain certain information; you can obtain standard rent books for assured and shorthold tenancies from some stationers and on the internet.

However, you should keep a record of rent payments or provide receipts for rent paid for all tenancies to avoid any disagreements later.

Receipts

If your tenant pays by cheque or by standing order you need not provide a receipt because such methods of payment provide their own receipt. If the rent is paid in cash it is good practice to provide receipts and most tenants would expect it.

Unless you keep track of rent payments you will not be able to prove your case in court if the tenant owes you rent. If you do not provide receipts it may also lead to problems if your tenant needs to apply for Local Housing Allowance. You should provide a receipt for any deposit paid to you.

What to do when the Tenancy ends

This chapter looks at what to do at the end of the contracted tenancy period and how to ask a tenant to leave if the contract period has not expired.

The End of the Contract Period

When a shorthold tenancy comes to the end of the fixed term, any replacement tenancy you agree will automatically be on shorthold terms unless you choose to set up a replacement tenancy on an assured basis.

If you do nothing, the tenancy will automatically run on from one rent period to the next on the same terms as the preceding fixed term shorthold tenancy called a statutory periodic tenancy. The tenancy will continue to run on this basis until you replace it, the tenant leaves or you seek possession from the tenant.

When a shorthold tenancy ends you can:

- (i) agree a replacement fixed term shorthold tenancy;
- (ii) agree a replacement shorthold tenancy on a periodic basis;
- (iii) agree a replacement assured tenancy, provided you give written notice or state clearly in the tenancy agreement that the tenancy will not be a shorthold tenancy;
- (iv) do nothing and allow the shorthold tenancy to run on with the same rent and terms called a statutory periodic tenancy;
- (v) end the tenancy, but you must have given at least 2 months notice that you require possession.

If you think you may need to regain possession of the property at short notice, you should consider options (ii) or (iv) which would allow you to regain possession after giving the tenant 2 months notice.

Option (iv) is useful if you and the tenant agree that he or she should move out a few weeks after the fixed term has ended.

If you choose option (i), you will only be able to regain possession during the fixed term on one of the set grounds for possession 2, 8, 10 to 15 or 17 (see later on in this chapter for a full list of the grounds for possession). Once the fixed term has ended, you will be able to regain possession after giving the tenant 2 months notice.

If you choose option (iii), you will not have an automatic right to regain possession at the end of the fixed term. When an assured tenancy comes to the end of a fixed term any replacement tenancy you agree with an existing assured tenant will automatically be on assured terms whatever the tenancy agreement says.

However, to avoid any misunderstanding with the tenant, it is helpful to state in the replacement tenancy agreement that the tenancy is not a shorthold tenancy.

If you do nothing, the tenancy will automatically run on from one rent period to the next on the same terms as the preceding fixed term assured tenancy.

This tenancy is called a statutory periodic tenancy. It will continue to run on this basis until you replace it, the tenant leaves or you seek possession from the tenant on one of the grounds of possession.

When an assured tenancy ends you can:

- (i) agree a replacement fixed term shorthold tenancy;
- (ii) agree a replacement assured tenancy on a periodic basis called a contractual periodic tenancy;
- (iii) do nothing and allow the assured tenancy to run on with the same rent and terms called a statutory periodic tenancy;

If you choose option (i), you will only be able to regain possession during the fixed term on one of grounds for possession 2, 8, 10 to 15 or 17 although after the fixed term has ended, possession may be applied for on of the grounds in the grounds for possession list. You do not have an automatic right to regain possession of an assured tenancy at the end of a fixed term.

Details on the grounds for possession are given in the next section.

How to End A Tenancy

If the tenancy started on or after 28 February 1997 you have a right to regain possession without giving any grounds for possession at any time after any fixed term which you agreed with the tenant comes to an end or at any time during a contractual or statutory periodic tenancy, provided it is at least 6 months since the start of the original tenancy.

For example, if you initially agreed a tenancy of 4 months, and subsequently issued a replacement tenancy to follow it, you cannot regain possession until 2 months after the start of the replacement tenancy. However, if the original tenancy was for more than 6 months, you can regain possession at any time during the replacement tenancy.

To obtain possession of your property back when the fixed term of a shorthold tenancy has ended you must give the tenant at least 2 months notice that you require possession.

You can give the notice at any time during the fixed term, but the date you state you require possession cannot be before the end of the fixed term.

If the tenancy is on a contractual periodic or statutory periodic basis, the date on which the notice expires must be the last day of a tenancy period, and the notice must state that possession is required under section 21(1)(b) of the Housing Act 1988.

If you give notice that you require possession, the notice must be in writing. You do not have to use a special form for this.

If the tenant refuses to leave, you cannot evict him or her without a possession order from the court. You can apply to the court to start possession proceedings as soon as the notice requiring possession expires. You will not have to give any grounds for possession.

Forms are available on the internet, through the Court Service, or through your solicitor. It is not necessary to use a solicitor, agent or landlord organisation, but they may be able to provide valuable guidance and assistance.

Accelerated Possession

The accelerated possession procedure is a straightforward and inexpensive procedure for getting possession of your property without a court hearing.

The court will make its decision by looking at the documents that you and the tenant provide, unless it considers that a hearing is required.

You can only use this procedure if you have a written assured shorthold tenancy agreement (or, if the tenancy has lapsed into a statutory periodic tenancy, there was a written agreement for the original tenancy) and you have given the tenant the required notice in writing that you are seeking possession.

You should apply to the county court for accelerated possession proceedings. Full details are found on the HM Court Service Website. www.hmcourts-service.gov.uk

The tenant should leave the property on the date specified in the court order. However, if the tenant still refuses to leave, you cannot evict him or her yourself. You must apply for a warrant for eviction from the court. The court will arrange for bailiffs to evict the tenant.

List Of Grounds For Possession

This is a summary of the grounds for possessing an assured or shorthold tenancy. It is strongly advised you get specialist advice from a solicitor, managing or letting agent, or from a landlord organisation.

The reasons or "grounds" for possession cover, for example, cases where the tenant has not paid his or her rent, or has broken another term of the tenancy agreement. Some are mandatory which means that if you can prove that the ground applies, the court must grant you a possession order.

The others are discretionary which means the court will only grant you a possession order if it thinks it reasonable to do so, based on all the facts of the case.

During the fixed term of an assured or shorthold tenancy, you can only seek possession if one of grounds 2, 8, 10 to 15 or 17 apply and the terms of the tenancy make provision for it to be ended on any of these grounds.

When the fixed term of an assured tenancy ends, you can seek possession on any of the grounds. When the fixed term of a shorthold tenancy ends, you do not have to give any grounds for possession.

Mandatory grounds on which the court must order possession

(A prior notice ground means that you must have notified the tenant in writing before the tenancy started that you might seek possession on this ground).

Ground 1: a prior notice ground. You used to live in the property as your only or main home. Or, so long as you or someone before you did not buy the property after the tenancy started, you or your spouse require it to live in as your main home.

Ground 2: a prior notice ground. The property is subject to a mortgage which was granted before the tenancy started and the lender, usually a bank or building society, wants to sell it, normally to pay off mortgage arrears.

Ground 3: a prior notice ground. The tenancy is for a fixed term of not more than 8 months and at some time during the 12 months before the tenancy started, the property was let for a holiday.

Ground 4: a prior notice ground. The tenancy is for a fixed term of not more than 12 months and at some time during the 12 months before the tenancy started, the property was let to students by an educational establishment such as a university or college.

Ground 5: a prior notice ground. The property is held for use for a minister of religion and is now needed for that purpose.

Ground 6: You intend to substantially redevelop the property and cannot do so with the tenant there. This ground cannot be used where you, or someone before you, bought the property with an existing tenant, or where the work could be carried out without the tenant having to move. The tenant's removal expenses will have to be paid.

Ground 7: The former tenant, who must have had a contractual periodic tenancy or statutory periodic tenancy, has died in the 12 months before possession proceedings started and there is no one living there who has a right to succeed to the tenancy.

Ground 8: The tenant owed at least 2 months rent if the tenancy is on a monthly basis or 8 weeks rent if it is on a weekly basis, both when you gave notice seeking possession and at the date of the court hearing.

Discretionary grounds on which the court may order possession

Ground 9: Suitable alternative accommodation is available for the tenant, or will be when the court order takes effect. The tenant's removal expenses will have to be paid.

Ground 10: The tenant was behind with his or her rent both when you served notice seeking possession and when you began court proceedings.

Ground 11: Even if the tenant was not behind with his or her rent when you started possession proceedings, he or she has been persistently late in paying the rent.

Ground 12: The tenant has broken one or more of the terms of the tenancy agreement, except the obligation to pay rent.

Ground 13: The condition of the property has got worse because of the behaviour of the tenant or any other person living there.

Ground 14: The tenant or someone living in or visiting the property has caused, or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality; or has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.

Ground 15: The condition of the furniture in the property has got worse because it has been ill treated by the tenant or any other person living there.

Ground 16: The tenancy was granted because the tenant was employed by you, or a former landlord, but he or she is no longer employed by you.

Ground 17: You were persuaded to grant the tenancy on the basis of a false statement knowingly or recklessly made by the tenant, or a person acting at the tenant's instigation.

Notice periods

You must serve notice seeking possession of the property on the tenant before you start court proceedings. You must give the following amount of notice:

- for grounds 3, 4, 8, 10, 11, 12, 13, 15 or 17 at least 2 weeks
- for grounds 1, 2, 5, 6, 7, 9 and 16 at least 2 months. if the tenancy is on a contractual periodic or statutory periodic basis, the notice period must end on the last day of a tenancy period. The notice period must also be at least as long as the period of the tenancy, so that 3 months notice must be given if it is a quarterly tenancy.
- for ground 14 you can start proceedings as soon as you have served notice.

If you wish to obtain possession of your property during the fixed term of a shorthold tenancy you can only seek possession if one of the following grounds for possession applies - grounds 2, 8, 10 to 15 or 17 - and the terms of the tenancy make provision for it to be ended on any of these grounds. It is for the court to decide whether one or more of the grounds for possession apply.

You can only seek possession during a fixed term of an assured tenancy if one of the following grounds for possession applies - grounds 2, 8, 10 to 15 or 17 - and the terms of the tenancy make provision for it to be ended on any of these grounds.

Once the fixed term of the tenancy has ended, you can seek possession from the tenant if one or more of the 17 grounds for possession apply. It is for the court to decide whether one or more of the grounds for possession apply.

Grounds 1 to 5 are prior notice grounds which means they can usually only be used if you notified the tenant in writing

before the tenancy started that you intended one day to ask for the property back on one of these grounds.

However, the court may grant possession on grounds 1 and 2 without the prior notice if it considers that there were good reasons for not serving the notice.

If you think you have grounds for possession, you must first give written notice to the tenant that you intend to go to court to seek possession. The period of notice is usually 2 weeks or 2 months, depending on which ground for possession you are using.

The notice periods for each ground are given in the list of grounds for possession. You must give notice on a special form called "Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy", available from law stationers and rent assessment panel offices. See details at the end of this guide.

You should also use this form if the tenancy is a shorthold tenancy and you are relying on one of the grounds for possession. The form asks you to state which of the grounds for possession you are using, and you should write each as it appears in the legislation.

You can apply to the court to start court proceedings as soon as the notice expires. You will usually have to wait at least a month for a court hearing. The tenant does not have to leave until there is a court order requiring him or her to do so.

If the court orders possession on one of the mandatory grounds, the tenant will have to leave on the date specified in the court order - this is called an absolute possession order.

If the court orders possession on one of the discretionary grounds, it can either grant an absolute possession order or it may allow the tenant to stay on in the property provided he or she meets certain conditions - for example, paying back an amount of rent arrears each week.

This is called a suspended possession order and the tenant cannot be evicted provided that he or she meets the conditions.

You cannot evict the tenant yourself. If he or she still refuses to leave after the date specified in the order, you must seek a warrant for eviction from the court. The court will arrange for bailiffs to evict the tenant.

If the tenant breaches the conditions of a suspended possession order you may apply to the court for an absolute possession order or a warrant for possession, depending on the terms of the suspended order.

After you have served a notice seeking possession you can ask the tenant to pay rent until the date of possession granted by the court. If the tenant refuses to leave after the date in the court possession order and you ask him or her to pay rent, there is a danger that the court could rule that a new tenancy has arisen.

However the tenant is liable to pay you damages for continued occupation of the property (known as mesne profits). You should seek legal advice in these circumstances.

If possession is ordered on the grounds of rent arrears, the court will normally order the tenant to pay back the rent owed at a rate appropriate to his or her circumstances. If asked to consider it, the court may also award a sum to cover interest on the outstanding rent.

If the amount of money the tenant owes is £5,000 or less, you could make a claim through the Small Claims Court, this is less expensive than claiming formally through the main court. If the tenant does not contest the claim, there will be no need for a court hearing. Such claims can be made online.

If he or she does, there will be an arbitration hearing unless your case is too difficult to be dealt with under the small claims procedure in which case it will be transferred to the open court. You should apply to the county court to make an application for Small Claims Court proceedings.

If there is an excluded occupier, (if you are a resident landlord) different rules may apply. Chapter 3 gives some details, but it is strongly recommended that legal advice is sought before taking any action.

What if the tenant abandons my property?

If a tenant leaves without warning it is important to make sure that s/he has definitely given up (surrendered) the tenancy before you repossess the property and re-let it. It is sometimes hard to tell if a tenant has abandoned the property or is just temporarily absent. You need to take care because the tenant may turn up later and allege that you have illegally evicted them.

Take the following steps to protect yourself:

- when letting property, get the name and address of a friend or family member, a mobile phone number and an emergency contact number;
- try to contact the tenant – hand-deliver a letter to the property stating that you believe the tenant has left and asking the tenant to contact you within 14 days otherwise you will repossess the property;
- if the tenant has left any belongings behind, get a court possession order.

Always seek legal advice before repossessing a property unless the tenant has surrendered the tenancy in writing.

Will the council help my tenants if I ask them to leave?

The Housing Solutions team are available to Landlords and tenants in such situations. If a person is looking for some assistance in being rehoused as they fear that they are going to become homeless, they can contact the Housing Solutions team who will assess their housing need and provide advice on the housing options available.

Tenants facing possession proceedings should get advice from the Council's Housing Solutions Team, CDHT, CAB, Shelter or a solicitor at the earliest stage in order to get appropriate advice about their rights and to find out if they can get help with rehousing if they do lose their tenancy. Contact details are available in the Sources of Information chapter at the end of the guide.

Selling the house

If you decide to sell the house, you should notify the tenants and give them the name and address of the new owner. The tenancy agreement must also be amended, otherwise you may find you have a continuing liability for the house under the Landlord and Tenant Act 1985. If the property is licensed or accredited, you must let the Private Sector Housing Team know.

In 2007, the Government introduced Home Information Packs (HIP). A HIP is a set of documents that provides prospective purchasers with key information on the property and must be supplied by the seller or the seller's agent. It is a legal requirement to have a HIP and you cannot market your property without one.

The following documents must be included in your HIP:

Freehold properties

Home Information Pack Index
Property Information Questionnaire (PIQ)
Energy Performance Certificate (EPC) or Predicted Energy Assessment (PEA)
sustainability information (required for newly built homes)
sale statement
evidence of title
standard searches (local authority and drainage and water)

Leasehold properties

all the compulsory documents above
a copy of the lease
Your Estate Agent or Solicitor should be able to provide you with more details, or see
www.homeinformationpacks.gov.uk.

Harassment and Unlawful Eviction

This chapter looks at harassment and the correct procedures to be followed when a tenant leaves. Both the tenant and the landlord have rights and responsibilities. It is important to ensure that the correct procedures are followed to avoid any legal action or decisions that go against you.

Harassment

Harassment can be defined as any actions that are likely to interfere with the peace or comfort of the residential occupier or members of his/her household or to persistently withdraw or withhold services reasonably required for occupation.

Some examples of this include:

- Threats of illegal eviction
- Repeated visits at unreasonable times
- Disconnection of services - hot water or heating, for example
- Disruptive repair work
- Interfering with mail

Unlawful eviction

This is defined as unlawfully depriving a residential occupier of premises, or any part of premises, or making an attempt to do so.

This might include :

- Forcible removal of the tenant from the property without a Court Order
- Changing the locks while the tenant is out
- Locking toilet or bathroom facilities
- Blocking access to parts of the accommodation
- Locking external access doors

Under the Protection from Eviction Act 1977, harassment and illegal eviction of a residential occupier is a criminal and civil offence.

Under civil proceedings, a tenant may -

- obtain an injunction to be reinstated in the residence in the case of eviction
- obtain an injunction for non-molestation in cases of harassment or eviction
- pursue a claim for damages to cover quantifiable loss, damage, distress caused.

Under criminal proceedings via the Local Authority, a landlord may be prosecuted and face a penalty of:

- on summary conviction in a Magistrate's Court, a fine not exceeding £5000 and/or up to six months imprisonment.
- on conviction on indictment in the Crown Court, an unlimited fine and/or up to two years imprisonment.

You should always consult a solicitor if you are unsure of the correct procedure to follow if you wish a tenant to leave the property. If you fail to follow the legal procedure in bringing a tenancy to an end, and a tenant is forced to leave against their will, you may be liable under the 1977 Act. Further details are given in Chapter 7, What to do at the end of a Tenancy.

If the Council is made aware of any incidence of harassment or illegal eviction. it will attempt to ascertain all relevant details, and where possible, act in a conciliatory manner. The tenant and landlord will usually be advised to seek legal advice in their own right, but if the Council believes an offence has occurred, a criminal prosecution may be commenced in the Magistrates Court.

Letting a property - rights and responsibilities

Every landlord has the right :

- to charge a market rent (on lettings since January 1989)
- to fix terms of the agreement before the tenancy begins
- to receive rent as and when it falls due
- to be advised of any necessary repairs
- to be given proper notice by a tenant if he or she wishes to leave
- to inspect the property by appointment - unless the matter is urgent

Responsibilities

As with all business, there is a duty to ensure that you comply with legislation. In the main, there is a duty to ensure that the property is sound, safe, well managed, and in good order. This guide will help you in meeting these responsibilities.

The next chapter looks at these in more detail.

Protecting the Safety of Tenants and the Property

Everyone has the right to live in a house that is of a reasonable standard and condition. This right extends through the whole of the tenancy. Any good landlord will want to ensure that the property is in the best possible condition for the comfort and safety of the tenants. Measures to protect the tenant usually protect the property as well. A majority of accidents occur in the home, and measures are therefore required to make rented property as safe as possible. There is legislation to support this requirement.

The Housing Act 2004 requires a risk assessment approach to accommodation. Properties should not present significant risks to the health and safety and welfare of tenants.

The Landlord and Tenant Act 1985, Sections 8 and 10 also covers issues of the repair and condition of properties.

Providing a sound safe and well managed property for rent will enable you to meet your legal obligations. This chapter outlines some of the hazards found and the steps to be taken to minimise them. If you have any questions or concerns about any of the matters raised, please contact the Private Sector Housing Team for advice.

Temperature and Moisture

Damp and moisture causes poor health, respiratory disease and can lead to an increase in the presence of dust mites. Houses should be warm, dry, well ventilated, and free from damp.

There are three main forms of dampness; rising damp, penetrating damp and condensation. (Condensation is looked at in detail in Chapter 11.)

There should be a suitable damp proof course/membrane to prevent rising damp. Check the external ground level is below the damp proof course and that nothing is bridging it.

The outside of the property should be in good condition to prevent water penetration and frost damage. Baths, sinks etc must be suitably plumbed in to prevent leaks. All external drainage, pipe work and guttering must be in good working condition, and where necessary, insulated to prevent pipes freezing.

Measures are required to remove any excess moisture, especially in kitchens and bathrooms, as this can lead to black mould growth (from condensation). Adequate heating, ventilation and insulation of the room/property can alleviate condensation. Any ventilation should not pose a security risk to the property.

Unless properly managed, measures to reduce draughts in the property and the installation of upvc double glazed windows may give rise to a greater incidence of condensation. Simple precautions in the form of the installation of trickle vents in the windows, air extraction and "positive input ventilation" units may help prevent

condensation. These are strongly recommended as both preventative measures and a cure. See Chapter 10 on Maintenance and Property Improvements for more details.

In particular, watch out for:

rising dampness to ground floor walls, usually indicated by a damp tide mark up to about 18 inches above floor level.

rising dampness to ground floors. Old quarry tile floors and poorly constructed solid concrete floors with no damp proof membrane are particularly susceptible.

penetrating dampness to walls and ceilings due to leaking roofs and gutters, perished brickwork, leaking water supply pipes etc.

excessive condensation leading to mould growth, especially on the walls of kitchens and bathrooms.

Chapters 10 and 11 on maintenance and property improvements and condensation and black mould growth give more details.

Heating

The efficiency of the heating system has a significant impact on an occupants enjoyment of a house, as well as being beneficial to the structure of the property. The type of heating provided must be efficient, safe and ideally, economical to run. Individual gas or electric fires, although widely used, are not suitable as the sole method of heating, both in terms of efficiency and cost. L.P.G. mobile heaters are not acceptable, contribute significantly to condensation problems and should be removed. Individual heat sources also need constant maintenance to ensure safety, see the maintenance chapter for details.

The internal temperature should be maintained to at least 18°C when the external temperature is 5°C. An optimum internal temperature is 21°C. Good energy efficiency is vital to help achieve these temperatures and prevent cold weather deaths.

Whole house heating systems, such as central heating or storage heaters should be installed wherever possible. They must however be maintained and serviced in an efficient manner. All heating systems must be considered in association with energy efficiency measures and draught proofing, to ensure the fuel is being used effectively.

In particular, you should :

- Ensure roof spaces have a minimum of 270 mm insulation material
- Consider replacing old, ill fitting windows and doors
- Draught proof external doors and windows (except those with an open-flue gas appliance)
- Ensure the hot water tank is fitted with a good quality insulation jacket

Financial assistance may be available to give assistance to Landlords, tenants and owner-occupiers with improving insulation and heating provision. Contact the Private Sector Housing Team for more details.

Excess heat may be a problem and with more heat waves forecast in the future may become more common. Excess heat can lead to detrimental health effects, especially to the elderly. Good ventilation, insulation, and steps to minimise solar gain from windows and attic rooms are the keys to preventing ill health.

Pollutants

Pollutants, such as asbestos, biocides, lead, and radon may also be in the property. As a landlord or agent it is your duty to ensure that if there are any of these pollutants present, measures are taken to prevent exposure to them. A number of potential pollutants will now be discussed in turn.

Asbestos

Asbestos was a common building product in the 50's and 60's and if a property was built or extensively refurbished during this time, there is the potential for it to be present. If you have any concerns about the presence of asbestos in your property, please contact the Private Sector Housing Team or a licensed asbestos contractor. It is important that you or your tenants do not damage or disturb the fibres. Get specialist advice. More information is available from www.asbestosguide.co.uk/landlord.htm

Biocides

Biocides include a group of chemicals that are used to treat timber and mould, fungal, and bacterial growth. People can become ill through skin contact with the chemicals or through their ingestion. The safe use of these chemicals by trained personnel will help minimise any health impacts. Exposure can be limited if the property is well ventilated before re-occupation.

Carbon Monoxide

Carbon monoxide and fuel combustion products are a major area of concern. This subject is discussed in detail in the section on Gas Safety in chapter 10 on Maintenance and Property Improvements.

If there are gas appliances such as central heating boilers, fires or cookers in the property and the tenancy is to be longer than 28 days, you are required by law to give your tenant copies of your annual gas safety certificate, which must cover each appliance. (See Chapter 10.)

Ill health may arise with the incomplete combustions of gas, oil and solid fuels for heating and cooking. People can be affected by the presence of carbon monoxide, nitrogen dioxide, sulphur dioxide and smoke. Health affects are also associated with the release of unburnt fuel gases. Impacts range from respiratory problems to death.

Landlords have a duty to ensure that all heating and cooking appliances are correctly installed and maintained. This duty extends to appliances using mains gas, but also to those running on bulk LPG, bottled gas, coal and oil.

Other precautions include regularly checking and keeping clean the flues, and ensuring they are correctly sited away from openable windows. There should be a ventilated lobby between any integral garages and the rest of the property, and ideally the property should be fitted with carbon monoxide detectors.

There are detailed rules and guidance about where boilers can be sited, speak to a Gas Safe engineer for guidance.(See Chapter 17 on Sources of Information for details.)

Lead

Lead may be in the property in the form of lead based paints and in lead piping. Lead was widely used in domestic paint until the 1960's and up to 9 million properties in the UK have lead pipes.

Where lead based paint is present, it should be covered with a standard modern paint. If the lead paint is damaged, and it needs to be removed, suitable health and safety precautions must be taken to minimise the generation of lead dust.

In areas where there is the potential for the lead to be dissolved into the water, the lead pipes must be replaced. Any new plumbing work must not use lead pipes. If there are any concerns about lead content in the water pipes, please contact United Utilities, or the Environmental Protection team on tel.0300 123 8 123. (See the Sources of information Chapter for guidance.)

Radon

Radon gas is naturally occurring, and the amounts vary from place to place. Concentrations tend to be higher in geological areas where the underlying bedrock is granite. These areas are called "Affected Areas". In such areas the radon levels can accumulate to give rise to health effects, especially in basement rooms or if the design and structure of the property has poor ventilation. Naturally occurring Radon is found in parts of Farndon. If any one has any concerns or questions, they should contact a private contractor, the Environment Agency or the Council's Building Control Team. Contact details are found at the end of this guide.

VOCs

Volatile Organic Compounds (VOCs) may be present. These pollutants are often associated with a wide range of materials such as foam, carpets, chipboards, paints, glues, solvents and some cleaning products. Tenants' exposure to such pollutants is likely to be low if modern low emission materials are used and the property is well ventilated. Careful consideration must be given during/after any improvement works.

The Furniture and Furnishing (Fire) (Safety) Regulations 1988 were introduced to minimise the release of Volatile Organic Compounds in the event of a fire. The regulations cover beds, sofas, all types of upholstered furniture, children's furniture, mattresses, pillows and cushions etc.

It is the duty of the landlord/agent to ensure that any such items provided in rented accommodation carry the appropriate fire safety labels, or are treated with suitable fire

retardant materials. An inventory at the beginning of the tenancy and checks at periodic times will help to ensure that this requirement is met. There is the potential for a £5,000 fine for non-compliance.

All furniture and furnishings bought after 1988 are likely to comply with the regulations (unless it is second hand or has not been imported/manufactured through the correct channels.)

For more details on this legislation, what is included and the correct label annotation etc, please contact Trading Standards. Their contact details are included in Chapter 17, Sources of Information, at the end of the guide.

Ventilation is vital to prevent health effects associated with pollutants and condensation in the property. All habitable rooms (bedrooms and living rooms) must be ventilated directly to the open air by an opening window. As a guide, the equivalent openable window size should be approximately one twentieth of the room floor area.

Kitchens and bathrooms should also have opening windows where possible. If this is not feasible, there should be adequate mechanical extracts. These can be in the form of 'heat recovery ventilation' type extractor units, or 'automatic humidistat' extractor fans to provide at least 3 air changes an hour and ideally with a 20 minute over-run. This will also help prevent condensation.

Overcrowding and Space

Tenants must have sufficient room in the property to ensure their good health and well-being. Overcrowding and lack of space may also lead to the spread of disease and accidents in the home. Overcrowding can lead to high levels of condensation which in turn could lead to black mould growth and respiratory problems. It can also lead to noise nuisance and antisocial behaviour.

Kitchens must be sized to ensure there is adequate space to work safely, and bedroom sizes must be such to ensure that beds do not have to be placed too close to heating appliances.

There should be sufficient provision for sleeping, having regard to the number, age and sex of the household, and their relationship. As a guide, if there is one room it is suitable for up to 2 people, (irrespective of age), two rooms is suitable for up to 4 persons, and three rooms is suitable for up to 6 persons, etc. Bedrooms must also be suitably located, and there needs to be sufficient number of bathrooms for the number of occupants.

As a general rule, a bedroom for a single adult must be at least 6.5m². (70 sq ft) and have suitable dimensions with 'useable space'. Bedsits, with a self contained kitchen should be at least 13m².

If there is a shared kitchen, the bedrooms should be at least 10 m².

If the property is accredited or licensed these standards may vary. Please contact the Private Sector Housing Team on 0151 356 6472 for advice.

As well as sufficient sleeping space, there must be adequate living accommodation, and if the property houses children, there must be space to safely play both inside and outside. Any outside play areas must be readily visible from within the dwelling.

Personal washing areas and sanitary accommodation should be separate, appropriately sited and adequately sized. Doors, which are lockable and give privacy must be provided, (i.e. not glazed).

Security

Entry from intruders is a hazard that may affect the health and well-being of the tenants. As a landlord or agent you have a duty to protect your tenants and also your property from burglary and intruders/aggravated burglary. Unfortunately statistics show that tenanted properties are substantially more likely to be burgled than owner occupied.

There always needs to be a balance between the security of the property and being able to easily escape in the event of a fire. A few simple measures can be taken to give your tenants peace of mind and to help deter any would be intruders:

- Good external lighting, and in some cases, security lighting.
- Doors and windows fitted with suitable locks and well maintained. Locks should be positioned so that they cannot be reached through the letterbox or a broken pane of glass.
- Any locks should be capable of being operated from the inside without the use of a key (see note below).
- Spy holes and chains on front doors help protect against unwanted visitors.
- Rear security lighting should be considered if the property backs onto a field or common access path.
- Consideration should be given to replacing any glazing in doors with Georgian Wired Glass, as this will give added security.
- If possible entry systems and intruder alarms should be installed and maintained.

Note:- if the property is occupied by people who do not form a single family, then any locks fitted to front and back doors must be fire safety compliant. Shared houses, particularly those occupied by students have been shown to be at a greater risk of burglary. See Chapter 13 on Houses in Multiple Occupation for more details.

Cheshire Police have Crime Reduction Advisors who are able to give free advice on such matters, including during any renovation works. For advice please contact Cheshire Police on 0845 4580000 or 01244 350000.

Lighting

Good lighting is required for all daily activities. Poor lighting can affect the physical and mental health of the tenants, and it can lead to accidents. Windows should be adequately sized, shaped and positioned to enable a reasonable amount

of daylight to penetrate into a room. As a guide an unobstructed window size of at least 1/10th of the floor area is required. Safety glazing may also be required. The windows should also be free from obstructions such as buildings and other features. All staircases, landings, kitchens and bathrooms should be provided with a window wherever practicable.

Artificial lighting must be safe, suitably located and free from flicker and glare. All switches must also be suitably located to ensure they can be safely operated on entering a room/hallway/landing. Adequate electric lighting must be provided to all accessible parts of the property. Particular attention must be paid to the kitchen to ensure that activities can be carried out in a safe manner.

If two way switches are present on stairs etc. they should be located both at the top and bottom of the stairs. Any timed switches must have sufficient duration to enable a person to travel the whole distance of the stairwell.

Noise

The landlord/agent has a duty to ensure that so far as is possible, the tenants are not affected by unwanted noise. The property, especially flats, must be suitably soundproofed, both internally and externally. Windows and doors should be maintained in a good condition to help minimise noise intrusion and any plumbing should be located and maintained in a condition to minimise noise disturbance to occupants.

Landlords/agents also have an important role in ensuring that their tenants do not disturb other residents. There may be clauses in the contract relating to this, and if there is any antisocial behaviour, appropriate action, including reporting it to the police/local authority, should be taken. Antisocial behaviour needs to be tackled immediately to protect the community. Antisocial Behaviour teams at Cheshire Police, the University of Chester and Cheshire West and Chester Council may be able to help. (See the Sources of Information Chapter at the end of this guide for details.)

Hygiene and Refuse

The condition and layout of the property must enable it to be kept clean. This is important to contain the spread of infection, and to reduce the potential for pest problems within the property. Pests to consider include rats, mice, flies, cockroaches, and birds such as pigeons.

Walls and floors within the property should be smooth and even to enable them to be kept clean and free from pests. Internal surfaces should be free from cracks, and joints between walls and floors should be sealed. Any openings to the outside, e.g. for pipes etc, should be suitably sealed to prevent pests entering the property.

Refuse storage facilities must be provided and kept clean and tidy. The number of bins provided should be adequate to contain all the refuse generated in a typical week. Refuse should only be put out for collection on the eve/day of collection. Fines can be imposed if refuse is put out too early.

Cheshire West and Chester Council has a highly successful recycling scheme, which covers papers, cans, plastic, glass, textiles and garden waste. Tenants should be encouraged to use it. Colour coded bags/bins of the recyclable items are taken direct from the property on the appropriate week, according to a Recycling Calendar.

If you would like details of the scheme, spare green / pink bags, or copies of the calendars free of charge, please contact the Refuse / Recycling Team on 0300 123 8 123, or call into the Councils main receptions at Chester, Winsford and Ellesmere Port or University of Chester's Student Union Shop.

Kitchen Facilities

There is a duty to ensure that there are satisfactory facilities for the preparation and cooking of food. As this is one of the most dangerous activities in the home, careful thought must be given to the design, layout, facilities and their condition in order to reduce the potential for food poisoning and accidents.

In particular you should consider:

- a safe working layout with adequate circulation space
- adequate number of facilities for the number of occupants(see below)
- the safe location of the cooker in relation to work spaces and doorways
- impervious and easily cleaned surfaces, including worktops and sinks
- correctly installed and maintained gas and electrical equipment
- adequate lighting and ventilation. Extraction units may be required
- level, easily cleanable flooring
- suitable fire detection and fire fighting equipment.

There must be a sufficient number of cupboards etc. for the storage of food, which are in good condition and able to be kept clean. There must also be suitably sited space for the fridge and/or freezer.

The sink must be in a good condition with a drainer and a supply of hot and cold water. All water must drain away correctly and any seals must not be defective.

The cooking facilities must include an oven and a hob, and be in a suitable safe location, and condition. Combination microwaves may be permissible in certain situations- contact the Private Sector Housing Team for advice, 0151 356 6472.

The floors, walls and ceilings in the kitchen must be free from damp. They should be made of even, non porous materials and be in a good condition. The surfaces adjacent to cookers, sinks and drainers must be of an impervious finish.

It is good practice for smoke detectors to be fitted in all rented properties, and we also advocate the use of heat detectors in kitchens for all rented properties. Mains installed systems are now reasonably priced and avoid the

potential for tenants to remove batteries, thus giving greater peace of mind.

Fire blankets and dry powder fire extinguishers should be wall mounted and provided within easy reach of the cooker. These must be kept in a good condition and regularly maintained.

There are specific kitchen standards for Houses in Multiple Occupation. There must be a heat detector in the kitchen areas, (smoke detectors are not generally suitable). This must be linked to the fire alarm system serving the rest of the property- see Chapter 13 on Houses in Multiple Occupation for more details.

Personal Hygiene, Sanitation and Drainage

Good quality bathroom facilities are vital for ensuring the health and well-being of the tenants. Such systems must also have suitable drainage to prevent the spread of disease. All equipment and bathrooms must be in a condition to enable them to be kept clean.

Baths or showers must be provided, suitably located, lit and in good repair. Hot and cold water is required for every bath, shower and wash hand basin provided. It is possible to have a shower instead of a bath. If showers are provided, careful consideration must be given to the type of screen/curtain used in order to minimise the potential for disrepair and flooding. Fixed shower screens can help reduce the potential for flooding. Ideally bathrooms should be provided no more than one floor away from a bedroom.

Sanitary facilities must be sufficient in number, suitably sited, lit and ventilated. There must be door with a lock, and a wash hand basin must be provided within the compartment or immediately adjacent. WC's should not open directly onto an area where food is prepared or stored. The facilities must be in good repair, with a suitable lid, working flush, adequate water supply and good drainage. There must also be a wash hand basin and with hot and cold running water. The room and the facilities must be of a suitable design and construction to enable them to be kept clean.

External toilets are not acceptable as the sole facility in the property.

The drainage must be adequately sized, in good condition, and have the necessary traps, ventilation and lead to an appropriate treatment system. Inadequate or faulty drainage systems can lead to structural damage to the property, flooding, nuisance and risk to health as a result of spread of infection.

A regular system of maintenance and inspection is required to ensure they are in good condition and not liable to blockage. A swift response is required, with tenants being advised of whom to contact in the event of an emergency. The Environmental Protection Team has powers to require Landlords and Agents to deal with any blockages and disrepair in the drainage system.

Water Supply

An adequate supply of water at a suitable temperature and pressure is required. It is essential that there is at least one tap in the property for drinking water and the preparation of food. This water must come from the rising main and not via the storage tank. Wherever possible other cold taps should be supplied with water that has not been stored in a tank or had salt added by a water softener.

Even with a mains supply, water can become contaminated from within a property by uncovered water tanks being polluted by bird droppings, dead birds, insects or small animals. The supply must be protected from the dangers of frost. The supply must not be intermittent and any pipe work, tanks and filters etc must be maintained, covered, and in a good condition to prevent contamination.

Any interruption to the supply or a low rate of flow may result in an inadequate replenishment of the cold water tank which may affect the safety of any boiler or water heater. Landlords/Agents and tenants alike, must be made aware of this.

Hot/warm water temperatures need to be low enough to prevent scalding, but high enough to prevent the growth of legionella. Speak to your plumber for advice. In such situations there must also be precautions in place to reduce the possibility of scalding (i.e. through the use of thermostatic mixer taps in baths etc.)

In some HMOs' and blocks of flats, the water pressure may not be sufficient to serve all the flats. Storage tanks with booster pumps may be fitted. Precautions are required, and regular sampling is necessary to ensure that drinking water is not contaminated and that legionella is not present. Advice should be sought from a specialist contractor or the Environmental Protection Team (see the Sources of Information chapter at the end of this guide.)

Ideally a stopcock should be provided for each letting in a converted house/block of flats. This will help minimise the potential for flooding, without affecting the supply to the remaining occupiers of the building.

Water meters are permitted in rented properties. Special considerations must however be given to vulnerable and low income groups to ensure the necessary safeguards are in place. United Utilities will be able to give more advice.

Protection against Falls

The home is one of the most hazardous places to be and it accounts for a large percentage of accidents resulting in injury and death. The elderly and the very young are the most vulnerable, and the severity of the injuries sustained can vary greatly.

Falls in baths and showers are common, therefore the bath/shower should have a surface, which will help reduce the potential for slipping. Taps and other features should be located to prevent the need for awkward reaching, and there will need to be sufficient space to move about easily. In some cases grab rails or handles may be required. Sharp corners should be avoided.

All appliances and any rails etc should be suitable secured, the room needs to be sufficiently heated and lit.

Floors, both internally and externally must be constructed to minimise the potential for slips. They must be maintained in a good condition and where applicable, be drained in a manner to reduce the potential for puddles/ice to form. Slippery surfaces must be avoided, and there must be sufficient light to see any obstructions, changes in level etc.

Stairs

The type, angle, size and condition of the steps affect the potential for falls on stairs. Steps must be of a suitable and even size, at ideally more than 900 mm wide, and not slippery. Doors must not open directly onto stairs.

Stairs must be maintained in a good condition, and flooring materials must be even, not damaged and securely fixed. Accidents are 3 times more likely to occur on internal stairs without a floor covering, and the lack of any handrail doubles the likelihood of a fall. Lighting must be adequate, and free from glare.

Open staircases are not permitted and balustrading or guarding must be provided to the 'open side' and landings, (any gaps must not enable a 100mm sphere to pass through). A hand rail must be provided between 900 to 1000 mm high.

Windows, balconies etc

Windows that are easy to open and accessible for young children must be either replaced or fitted with safety catches/limiters to prevent falls. (Such devices must be easy for an adult to override in the event of a fire.)

Window catches must be suitably located to prevent occupants falling whilst trying to open windows, and they should be designed/located to enable safe cleaning.

Guard rails/balustrades to any external balconies/landings railings must be at least 1,100 mm high, not be easily climbed and gaps between railings etc must be sized to prevent a child falling through (i.e. less than 100mm- see above).

Precautions such as fencing and guarding may also be required to prevent falls from accessible roofs, basement access wells, and any retaining garden walls.

Electrical Hazards

In order to prevent injury associated with the electrical supply, as a landlord/agent, there is a duty to ensure that the electrical installation is in good, safe condition and complies with the current standards, (i.e. the wiring is not old and out of date.) There needs to be suitable earth, and the correct meters and fuses in place. No live wires are to be exposed.

The systems must be free from the presence of water. Normally there should be no electrical sockets in bathrooms, and other precautions may also be required in kitchen and bathrooms.

If there is any rising or penetrating damp in the property, the electrical installation will need to be examined in order to determine that it is still safe.

"Residual current devices" are strongly recommended.

There needs to be a suitable number and location of electrical sockets, particular attention must be paid to the kitchen to minimise accidents. The use of electrical extension leads should be strongly discouraged. Electrical appliances should be run from correctly installed electrical wall mounted and fused sockets. The following table gives the recommended provisions of electrical sockets.

Recommended provision of sockets

Room	NHBC guidance	IEE GN1 recommendation
Lounge	4 socket outlets	6 to 10 twin socket outlets (i.e. 12 to 20 outlets)
Dining	2 socket outlets	3 twin sockets (6 outlets)
Kitchen	4 socket outlets	6 to 10 twin socket outlets (i.e. 12 to 20 outlets)
Double bedrm	3 socket outlets	4 to 6 twin socket outlets (i.e. 8 to 12 outlets)
Single bedrm	2 socket outlets	3 twin sockets (6 outlets)
Bedsitter	-	4 twin sockets (8 outlets)
Hall	1 socket outlet	2 twin sockets (4 outlets)
Stairs/landing	1 socket outlet	1 twin socket (2 outlets)
Loft	-	1 twin socket (2 outlets)
Study/office	-	6 twin sockets (12 outlets)
Garage	-	2 twin sockets (4 outlets)
Utility	-	2 twin sockets (4 outlets)

Regular inspections carried out by a competent electrician, preferably one who is N.I.C.I.E.C. (National Inspection Council for Electrical Installation Contractors) or other governing body approved electrician, will give you an accurate picture of the condition of the electrical installation. This is often referred to as a "Periodic Inspection Report for an Electrical Installation", and the electrician will recommend the frequency for any re-examination.

Domestic family owned properties are recommended to have their electrical installations examined every 10 years, whereas it is recommended that rented properties are inspected every 5 years. Some Houses in Multiple Occupation may require annual checks, due to the more intensive use of electrical equipment.

Wiring over 15 years old will probably need annual inspections, and even rewiring. More recent wiring may require less frequent checks - your electrician's report will recommend how often the installation should be inspected.

The Building Regulations Part P now require that any person carrying out work to the fixed electrical installation must comply with the national safety standard for electrical installations. This has been introduced to reduce the number of electrical related injuries and fires in the home. Any electrician who is a registered member of a 'Authorised Competent Persons' self certifying scheme must work to these standards. If your electrician is a member of the self certified schemes run by NICEIC, BSI, ELECSA, BRE or NAPIT etc, there will be no need to apply for Building Regulations if any electrical work is done to the property. In certain

circumstances, work done by OFTEC may also be permitted, please contact Building Control on 0300 123 8 123 for details.

If the electrician is not a member, but has qualifications and experience, it will be necessary to apply for Building Regulations and the appropriate fee must be submitted. For further advice again contact Building Control on 0300 123 8 123.

This will apply to the installation of fire alarm systems, new sockets, ring mains, new lighting and other electrical work. Some minor works are excluded from the requirements, please contact Building Control for advice, (see the Sources of Information Chapter for details.)

In addition to this, regular visual inspections are required, especially at the end of a tenancy. Some Housing Associations undertake a comprehensive examination of the electrical installation when there is a change of the tenancy. Some of the electrical danger signs to look out for during a visual inspection include:

- Insufficient number of power sockets, leading to use of multiple adaptors, with the consequent risk of overloading the circuit;
- Electric power sockets in bathrooms, near sinks or other sources of water;
- Wall switches for lights or showers in bathrooms;
- Unprotected surface mounted cables;
- Taped joints, exposed or loose wiring;
- Charring around power sockets;
- Sparking from light switches

- Lack of earthing to water pipes, sinks and wash basins
- Cracked, damaged or loose sockets.

If your house has any of the above features you should call in an electrician immediately.

Any tall and isolated buildings may need protection from lightning strikes.

Safety of electrical equipment

Electrical equipment provided in furnished, privately rented housing which is hired as part of the tenancy agreement is subject to the Electrical Equipment (Safety) Regulations 1994. These regulations require that electrical equipment must be safe to use. It applies to such things as lamps, televisions, vacuum cleaners, washing machines, fridges, portable electric fires, etc.

Landlords and agents are required to ensure that every electrical appliance provided is safe to use.

Although there is no requirement to carry out regular testing, in the event of an accident involving an appliance, or a complaint being made, you would need to show all reasonable steps were taken to ensure the equipment was safe. Portable Appliance Testing (PAT testing) by a suitably qualified electrician, will provide you with peace of mind that your appliances have been checked. A record of any examination or visual checks is strongly recommended and would be useful if court action was taken.

You should buy new equipment which conforms to British Standards (or other equivalent Safety Standards). However, if you choose to buy second-hand, or if your existing equipment is old, it would be advisable to have them checked by a competent electrician who will give you a certificate confirming the safety of the equipment before you put it in the property.

Electric fires –‘Fireguards’

The distance between the bars and the strength of the guard are laid down in standards. The fireguard is satisfactory if any gaps between vertical bars are 5mm or less. If the guard has gaps that are greater than this, do not use the appliance and contact Trading Standards on 0845 404 0506 for advice.

Electric blankets

You are advised not to supply second hand electric blankets as their history, usage and condition may be unknown and they may not be safe.

Basic electrical safety checks you should carry out :

- Ensure cables and flexes are not damaged
- Ensure plugs are wired with the correct, modern colour coding - if an appliance has the old black and red insulation, it is unlikely to comply with current safety standards.
- Ensure that plugs have insulated terminal inserts
- Check the wattage of light bulbs is not too high for the fitting
- Make sure that fuses in plugs are of the correct rating

- Look for the approved safety mark on the appliance

Don't use multiple adaptor plugs, use a multiple socket gang for occasional use instead. Install sufficient electrical sockets as outlined in the previous table.

Note: all tenants should be advised not to leave appliances on 'standby'. This has led to a number of fires in Chester.

Fire

This is a major area of concern in domestic properties, and unfortunately statistics show that there are proportionately more fires and fatalities in rented properties as compared to owner-occupied properties. Fire precautions include smoke and heat detectors and alarms, sprinklers, fire extinguishers and fire blankets, and in some cases fire doors and suitable locks. This is a specialist area, and the requirements are based on a risk assessment approach. Cheshire Fire Service and the Private Sector Housing Team are available to give more advice tel. 0151 356 6472.

The standard of fire precautions required will depend upon how the property is rented.

If a property is rented to a family or a single person, it is strongly recommended that a mains powered smoke alarm is installed, along with a fire extinguisher and fire blanket in the kitchen. Battery operated fire alarms are not generally recommended as they have a very high failure rate with batteries being removed or running out.

If the property is occupied by unrelated people, it is classed as a house in multiple occupation (HMO) and the fire precautions required will be greater as a result of the higher number of fire incidents. Chapter 13 on Houses in Multiple Occupation gives details, or contact Private Sector Housing on 0151 356 6472 for advice.

More details on electrical safety are included in the Maintenance and Property Improvement Chapter in this guide.

Hot surfaces and Materials

Landlords and agents must ensure that they do everything within their control to minimise the potential for their tenants to become burnt or scalded whilst in the property.

Good layout and design of kitchen to help prevent accidents is important, particular attention must be paid if there are any children or elderly people present.

Fires and heaters/ radiators must be suitably sited, and guarded where necessary.

Any hot pipes should be lagged/boxed or protected to prevent contact.

Water temperatures should be controlled to prevent scalding (i.e. thermostatic mixer valves installed.)

Collision and Entrapment

Accidents can occur as a result of low headroom (i.e. under 1.9m) and trapping fingers and hands and limbs in window,

doors etc. As a landlord or agent, these type of accidents can be minimised by ensuring the property is in a good condition and well designed. Any glazing in doors, low windows or similar areas should be fitted with toughened glass, or replaced by a safer material, e.g. wood.

Explosions

The gas and hot water system must be correctly installed and maintained in order to minimise the potential for explosions. Any gas must be from an authorised supplier and storage tanks etc. must be suitably located. If the hot water system is vented, any vents must be suitably sized and kept free from obstructions. Regular servicing and maintenance is required and all rented properties are required to have an annual gas safety check (see Chapter 10 for further details).

Ergonomics

All facilities and equipment provided in the property must be suitably located to prevent the need for overreaching and physical strain. This includes things such as bathroom facilities, kitchen layout, cupboard space, door handles, light switches etc. Any catches to windows and doors etc must be able to be easily opened by an adult in the event of an emergency. There needs to be sufficient space to enable people to move about safely and carry out normal household activities.

Falling objects and structural collapse

The property must be maintained in a good condition to prevent the possibility of accidents from falling slates, brickwork, chimneys, walls collapsing etc. The house should also be free from any progressive structural movement which is likely to lead to the collapse or failure of any major part of the building. This applies to the main body of the property

and any external/boundary walls etc. The integrity of the structure must be maintained at all times and consideration given for potential damage during adverse weather conditions.

In particular, you should look out for the following :

- leaning chimney stacks and pots
- sagging roofs
- bulging brickwork to the main external walls
- settlement cracks above windows and doorways
- sloping floors

It may be necessary to employ the services of a structural engineer to assess the potential for any structural collapse.

More information is provided later in chapter 10 on Maintenance and Property Improvements.

All parts of the house should be in a reasonable state of repair and good working order. Before letting a property, you should ideally ask a qualified surveyor to carry out a full inspection and produce a report on its overall condition.

It must be remembered that in many cases it may be necessary to apply for Building Regulations approval before undertaking certain work. Full details can be found in Chapter 12 on Planning an Building Control or by contacting the Building Control Team on 0300 123 8 123.

This chapter has looked at some of the hazards in rented properties and what landlords and agents can do to minimise risks. The next chapter looks at maintenance issues for rented properties.

Maintenance and Property Improvements

Maintenance is an ongoing part of being a Landlord. A planned system of maintenance prevents disrepair and damage to the property. Well maintained properties also tend to be better looked after by tenants. Tenants also need to know what to do and who to report things to in the event of a problem or emergency.

This chapter looks at some of the main areas for maintenance such as fire, gas and electrical safety, and also cleanliness, decoration and external works. It also includes information on property improvements and energy efficiency.

The Role of the Landlord/ Agent

The landlord/agent is normally responsible for the following matters, although in a limited number of tenancy agreements these responsibilities may vary:

- repair and maintenance of the property and the facilities within the property
- repair and maintenance of the supply of gas, electricity, water and the lighting, heating and drainage installations
- repair and maintenance of the fire precautions and means of escape from fire
- repair, decoration and cleaning of all areas in common use, such as staircases, landings and entrances
- maintenance of all outbuildings, yards, gardens, boundary walls, fences and refuse containers in good repair, clean and tidy condition and in good order
- provision of a suitable receptacle for the safe delivery of post

It may be possible for the Landlord to undertake certain repairs and maintenance; however in many cases it will be necessary to employ the services of a contractor.

As the owner of the property, you will have duty to ensure that there is due regard for the health and safety of not only the tenants, but also contractors, neighbours and the general public. The provisions of the Health and Safety at Work Act 1974 will apply when people are employed/volunteer. If you have any questions, please contact the Health and Safety Executive on 0845 300 363.

Agents can be used to manage repairs and maintenance work. They may have their own trained staff or employ the services of a contractor to undertake the work on your behalf.

Whether you employ a contractor or an agent to undertake works on your behalf, it is important to consider the following points:

- Consider employing a contractor who will offer a written contract of the type suggested by the Office of Fair Trading.

- Ensure suitable guarantees are given. Find a contractor who will participate in an approved guarantee scheme, e.g. one promoted by the Federation of Master Builders, or contractors who offer underwritten guarantees that remain valid even if the firm no longer exists.
- For electrical, gas, oil and certain other works, ensure the contractor is a member of an approved organisation., e.g. Gas Safe, NICEIC, ECA etc.

NOTE: for certain works it may be necessary to apply for Building Regulations Approval or Planning permission. Please see the following chapter for more information.

Tenants must be clearly advised of what to do in the event of an emergency. Quick reporting of problems can lead to smaller repairs, often with associated financial savings. It is good practice to have such information in a house guide or manual.

Some of the key areas of ongoing maintenance will now be outlined in turn.

Fire alarm systems

Regular testing of the fire alarm system is required, irrespective of the type of system or the size of the property.

It is vital to ensure that the fire alarm system will work in the event of an emergency. There have been a number of incidents locally where the fire alarm system failed due to lack of maintenance. In these cases, it was extremely fortunate that there was no loss of life.

The British Standard BS 5839 which has recently been updated to embrace the new practices and technology available stipulates the servicing and maintenance requirements for fire alarm systems. A risk assessment approach is required. Always refer to the manufacturers/installers instructions for advice.

Tenants should be advised to undertake a daily visual check of the fire precautions. If there are any faults, tenants must be advised to immediately report it to the landlord/agent or a competent contractor.

The alarm system must be tested on a weekly basis and a record of the test made. It is possible to delegate this to a responsible tenant. It is advisable to keep a record of such checks. (If delegated, it would be advisable to have the arrangements in writing and supplementary periodic checks will also be required.)

Where battery operated smoke alarms are installed, spare batteries must be provided in the property for the exclusive use of the alarm system.

The weekly alarm checks can be used as an opportunity to visit the property, and it is also a chance for tenants to report any issues before they lead to substantial disrepair.

Certain fire alarm systems will have additional servicing requirements. You must consult your alarm installers or the manufacturers for the details.

In the majority of cases, a full annual inspection is required, and this is best achieved by arranging for differing parts of the installation to be serviced at differing times, giving greater peace of mind and protection. This must be carried out by people with the necessary experience/qualifications and provide the necessary documentation.

Licensable Houses in Multiple Occupation will need to show the Local authority this documentation annually, as a condition of the HMO Licence.

If the property has a sprinkler fire alarm system, this must also be serviced and maintained. Specialist contractors may be required, and full documentation must be provided.

Emergency lighting systems must also be maintained and serviced annually. Follow the manufacturers guidance and ensure that competent contractors are used.

Electrical Safety

Electrical safety has been discussed in Chapter 9, Minimising Hazards in the Property. Good maintenance is imperative for electrical safety.

Maintenance of the electrics can be divided into 2 categories: maintenance of the electrical installation and maintenance of the electrical appliances. These will be discussed in turn.

Electrical installation

The electrical installation must be in a safe condition. Poor electrical installations can lead to electrocution and is a major cause of fire. The installation is made up of a number of components, from the consumer units, electrical and light sockets and the wiring. The wiring should be inspected at least once every 5 years, with a system for visual inspection of the sockets etc on a more regular basis. In some cases it may be appropriate for more checks to be carried out. (See the Electrical hazard section in the previous Chapter for more details.)

Electrical examinations must be carried out by competent electricians, i.e. meeting NICEIC, ECA requirements.

Note: Building Regulations Part P make it necessary for certain electrical works to be carried out/inspected by an Authorised Competent Electrician, or Building Regulations must be applied for. Additional information can be obtained from Building Control on 0300 123 8 123.

Electrical appliances.

All mains electrical equipment, new or second hand, supplied with the accommodation must be safe and comply with the relevant standards. This will cover things such as insulation and earthing; protection from electric shock, adequate guards and providing instructions for safe use.

Ongoing maintenance and examination is required to ensure electrical appliances remain safe. Some things to consider during inspections/maintenance include:

- access to live, hot or moving parts must not be possible without the use of a tool,
- cable should be of the double insulated type with no basic insulation exposed,
- wiring should not be damaged in any way,
- cord grips on appliances must be effective,
- all guards should be in place and effective.

If there are any concerns the appliance must be removed and examined by a competent electrician.

Wiring colour codes

The wires of a 3 core mains lead are usually coloured as follows:

Earth – green and yellow, Neutral – blue, Live – brown.

Cables in the old colours of red, black and green can no longer be used.

If you change a lead, have it checked by an electrician. Incorrect wiring may cause electrocution.

Electrical appliances must be correctly fitted with an approved plug with sleeved pins. The plug does not have to be moulded but it must have the correct fuse for the appliance and the insulation must not be visible.

You are also strongly advised to have the equipment checked before the start of each letting. It is also good practice to have the equipment checked at regular intervals thereafter. You are advised to keep a record on any tests/inspections made. Impress upon the tenants the need to do checks and report any defects.

If you have any questions about the safety of any equipment that you have bought or provide in a rented property, please contact an approved electrician or Trading Standards on 0845 404 0506.

You should take all reasonable precautions to ensure electrical equipment is safe and correctly labelled.

Do I have to get the appliances PAT (Portable Appliance Test) tested every year?

There is no legal requirement to have all your appliances tested, however, it is a requirement that all electrical appliances are maintained in a safe and sound manner. Having annual PAT testing is one such method for achieving this. A competent person can also carry out regular visual inspections, check cables, and fuses etc to help meet this requirement, and where necessary arrange for a qualified electrician to undertake a detailed examination. It is good practice to keep a record of this, and it may even form part of an inventory at the beginning of a tenancy.

Gas Safety

As mentioned in the previous chapter, the maintenance of gas appliances and the gas supply is paramount in ensuring the safety of your tenants. Carbon monoxide is invisible, odourless, tasteless and extremely toxic. Carbon monoxide poisoning can be fatal. There are currently around 20 gas

related deaths and 289 serious injuries per year in the UK. Many of these occur in rented property. Landlords have been convicted of manslaughter for deaths relating to a poorly maintained gas appliance.

The Law with regards to gas appliances

The Gas Safety (Installation and Use) Regulations 1998 apply to all rented property containing gas appliances. The main requirements of these regulations are:

Owners of rented property are required to have all gas appliances checked for safety at least once a year, and the owner must keep a written record of the checks, the defects and the action taken to eliminate the defects. These records must be kept for 2 years.

Only Gas Safe Registered businesses (Previously CORGI) should be permitted to carry out installation and maintenance of gas appliances. Maintenance should be done at least once a year. You should ask to see their current Gas Safe registration certificate or ring Gas Safe Registration on 0800 408 5500.

Certain information must be given on the Gas Safety Certificate. Many Gas Safe registered engineers use a standard Form - CP12.

Note - a Landlord check is different from an annual gas service.

A tenant has the right to see the record of the gas safety check (Landlords Gas Safety Certificate), and a copy of most recent check must be given to any new tenants before they take up a property. Tenants must be given a copy within 28 days of the check. It is strongly recommended that a copy of the certificate is put on the notice board or in the house file.

Safety checks, servicing, repair and replacement of these appliances may only be carried out by Gas Safe registered contractors.

Installers must tell you if an appliance is found to be unsafe or unsatisfactory. You may be asked to agree to the disconnection of the appliance. Should you refuse, British Gas will be informed - it has the right to disconnect dangerous appliances.

You have a continuing duty to ensure no actions are taken which will affect the safe operation of any gas appliance.

Open flued gas fires or boilers are no longer permitted in any room where people sleep. "Balanced flue" appliances or those with an automatic cut off device when levels of carbon monoxide fumes increase are permitted. Only room sealed appliances can be fitted in bathrooms and bedrooms.

Instantaneous gas water heaters are normally open flued and therefore new ones can not be installed in bathrooms or bedrooms.

Portable gas heaters, (Calor Gas), should not be used in rented properties and they are prohibited in HMOs.

All gas appliances should be provided with adequate instructions for their safe use. You should remember that some tenants may never have used gas appliances before.

There are also rules which apply to the use of second hand gas cookers. They must:

- have legible and durable markings on the controls and be marked with the manufacturer's or importer's name,
- have adequate pan supports,
- have tap handles which are easy to operate but not liable to be turned on accidentally,
- ignite promptly,
- have oven doors which seal in hot gases,
- have instructions for use.

Have the appliance checked by a Gas Safe engineer before use. For more information, contact Trading Standards on 0845 404 0506.

Danger signs for Gas Appliances

- Soot, staining or discolouration around a gas fire or around the top of a water heater or central heating boiler.
- A yellow or orange flame in a gas appliance.
- The onset of symptoms such as tiredness, headache, dizziness or nausea, in many cases people misdiagnose it as flu.

If any of the above occur, you must contact a Gas Safe engineer immediately.

What else can you do ?

Problems can occur between annual safety checks, so you should try to carry out your own periodic inspections. Warn your tenants to watch out for the following :-

- The danger signs previously mentioned
- Never to cover an appliance or block ventilation systems, grilles or air bricks
- Never to block or cover outside flues
- Never to fit draught stripping to doors or windows of any room containing an open flued gas appliance, unless there is a permanent form of ventilation such as an air brick
- Never use portable LPG fires

Should I have carbon monoxide detectors?

These are strongly recommended, especially as reliable electronic carbon monoxide detectors which comply with British Standard BS EN 50291:2001 are now available. It is important to note that you should not rely solely on such devices. The safest approach is through regular testing and servicing of gas appliances.

Other steps you can take

In addition, you should take care that any contractors doing work on your property do not affect the ventilation or fluing system to any gas appliance.

If you have any doubts about the purchase of a second hand cooker, or general gas safety matters please contact the Health and Safety Executives Gas Safety Advice Line on 0800 300363 or Trading Standards 0845 404 0506.

Transco provide an emergency service for people to report gas escapes, including actual or suspected emissions of carbon monoxide.

The Gas Emergency telephone number is 0800 111 999.

Emergency repairs - for example, burst water pipes, leaking roofs, failed central heating - should be attended to within 24 hours where possible. Tenants should be given an emergency contact telephone number to report any essential repairs. You should also give your tenant details of how to turn off the water supply and gas and electricity services.

Cleanliness and decoration

At the start of a tenancy, the internal decoration of the property should be clean and presentable, and free from mould growth, chipped paint work or peeling wallpaper.

Floor coverings should be clean, presentable, well fitting and securely fixed. Loose or worn carpeting on stairs can be dangerous and should be made good prior to occupation and during the tenancy.

Kitchens, bathrooms and drains should be thoroughly cleaned and disinfected at the end of each tenancy period and before the next letting.

The costs associated with cleaning the general wear and tear should be included in part of the rent. The deposit is not intended to be used for this purpose.

If the house is occupied by students, it is a good idea to try to arrange for routine maintenance to be carried out during holiday periods when the house is likely to be vacant.

Gardens and boundaries

Overgrown gardens full of rubbish, and dilapidated fences and walls have a detrimental effect on a neighbourhood and can cause great concern to local residents.

Gardens should be kept reasonably tidy and damaged fencing should be renewed or repaired as soon as possible.

Clear agreement should be made as to the responsibility for the upkeep of the garden. It may need to be included in the tenancy agreement.

Drainage and Gutters etc

Responsibility for the upkeep of the drains and gutters falls to the landlord/agent

Gutters must be maintained and cleaned on a regular basis to prevent damage to the property and problems for the tenants.

Ensure that all water pipes likely to be exposed to frost are properly insulated to prevent burst pipes during cold weather.

It is the Landlords/Agents responsibility to deal with any problems with the drainage system. Measures are required for regular checks to be undertaken and tenants must be advised what to do in the event of an emergency. It is not acceptable for drainage problems to be left unresolved for any period of time as this may affect the health of the tenants, neighbours and cause damage to the property.

Pest control

A clean and tidy house in good repair will not normally experience any major problems with rodent or insect infestation. If, however, such problems do occur, you should contact the Council's Pest Control team for advice on 0300 123 8 123.

Energy efficiency measures

All landlords should be aware of the importance of making their property as energy efficient as possible. In particular, if you are refurbishing a property, you should consider taking a few simple, cost effective measures which will benefit both you and your tenant. Energy Performance Certificates (EPCs) are now required for all new tenancies to help improve the energy efficiency of buildings and to help prospective tenants to assess their fuel costs. The certificate provides A to G ratings with A being the most energy efficient and G the least. The average at present is D.

The advantages for your tenants of increasing the energy efficiency of your property include a warmer, healthier environment and reduced fuel costs, but there are significant advantages for a landlord as well.

- reduced condensation and mould growth
- reduced maintenance and redecoration costs
- a more easily lettable property
- increased asset values
- fewer tenant complaints

Financial assistance is available for landlords and property owners who want to improve energy efficiency. See the Financial Matters and the Role of the Local Authority Chapters (Chapters 14 and 16) for more details.

Heating

You should choose heating controls and systems which can be readily operated by your tenants, and which is most suitable for their needs. It is important that the tenants understand how to use the heating systems most effectively. There should also be adequate insulation throughout the house or flat.

Lighting

You should consider installing low energy lamps, especially in communal areas such as kitchens where lights are often left on for long periods. Energy efficient fluorescent lighting which gives shadow-free illumination should be installed in kitchens.

Hot water

The hot water system should be suitable for the size of the property and the number of occupants - there is a wide range to choose from. Hot water tanks should be fitted with a thick

insulating jacket and a thermostat to control water storage temperature. Tenants should be advised on how to operate the thermostat effectively.

Condensation and Black Mould Growth

This Chapter looks at condensation and black mould growth. It is a common area of concern, especially in the winter months.

Condensation and mould growth are a serious problem for 1 in 4 homes nationally, with rented properties often being the worst affected. It has been estimated that between 80 - 85% of cases of dampness in houses are the result of condensation or man-made moisture. The incidence of condensation has increased significantly in recent years, chiefly as a result of making modern homes draught free, with double glazing, and the removal of open fires.

Without adequate heating and ventilation, condensation will occur as a result of everyday tasks such as cooking, drying clothes or taking a bath or shower. Up to 20 pints of moisture per day can be produced, and if not dealt with effectively, it will condense on cool surfaces throughout the property. The moisture is not just water, but may also contain grease, household dirt and nicotine. This provides the ideal conditions for mould spores to flourish, and mould will grow on walls and ceilings. Clothes, carpets and furnishings can be completely destroyed.

As well as damaging clothes and furnishings, mould poses a serious risk to health, and can result in asthma and other respiratory diseases. The young and the elderly are particularly vulnerable. Mould may also attack foodstuffs, producing dangerous toxins which can cause severe food poisoning.

Under Section 82 of the Environmental Protection Act 1990, it is a landlord's/agent's legal responsibility to treat problems arising from dampness - if deemed to be prejudicial to health, it may be classed as a statutory nuisance, and a landlord/agent may be fined up to £5000.

Measures to control condensation include-

- Increase the level of ventilation by fitting extractor fans with humidistat controls or a positive input ventilation system in the loft. Positive input ventilation systems draw warmer/dry air into the property to force out colder moist air. These systems comprise of a fan in the loft area which takes the warm filtered air from the loft space and pushes it very quietly into the landing area and permeates through the whole of the house and expelling cold moist air and creating air changes.
- The installation of trickle vents in the windows. These are strongly recommended as both preventative measures and a cure.

There are three ways for tenants and landlord/agents to help reduce condensation problems in the property.

1. Produce less moisture

- Covering pans and do not leave kettles boiling
- Avoid using paraffin and LPG gas heaters (Not permitted in HMOs)
- Don't dry clothes on radiators. Use air dryers, or tumble dryers which vent to outside, ensure the window is open. Condensing tumble dryers are considered advantageous.
- Keep kitchen and bathroom doors closed.

2. Ventilate to remove any moisture

- You can ventilate the home without making any draughts - keep a small window or trickle vent open.
- Increase ventilation in kitchens and bathrooms, either open windows or use a humidistat fan
- Keep kitchen and bathroom doors closed wherever possible to prevent moisture from entering other rooms in the house
- Install a positive input ventilation unit to silently blow the warm air from the loft into the house
- Ensure that cupboards and wardrobes are not over full and that air can circulate within / behind them.

3. Insulate, draught proof and heat your home

This will help keep the home warm, and cut fuel bills. Details can be found in the section on Energy Efficiency in chapter 10. Reduced cost/free insulation may be available – see the Financial Matters and the Role of the Local Authority chapters for more details. (Chapters 14 and 16.)

It is important not to block ventilators, chimneys, and ensure that there is air movement in rooms where high levels of moisture are generated.

Most importantly, tenants should be advised on how to use the heating and ventilation appliances effectively, and the steps to take to minimise moisture in the air.

Measures to treat mould growth include:-

- Remove condensation from windows as it occurs
- Wash affected walls with a dilute solution of household bleach and washing up liquid
- For severely affected areas, treat mould with fungicide and redecorate using fungicidal paints from a specialist manufacturer.

It is important to note that not all forms of dampness are caused by condensation. Damp can also come from leaking pipes, rain penetrating through, and rising damp. These forms of dampness often leave a tidemark. Dampness may also be due to fresh plaster drying out. The use of a dehumidifier may help alleviate these.

You should make sure that your tenant understands the problems caused by excessive condensation and mould growth and of the actions they can take themselves to alleviate those problems.

Planning and Building Control Issues

This chapter looks at planning and building control issues, which play an important role in the renting of properties and their upkeep etc. It gives a brief overview, and it must be noted that you should contact these services directly if you would like detailed advice.

Do I need planning permission?

Planning rules are complex. There is a wealth of information on the Cheshire West and Chester Council website, and in various publications that the Planning Department produce. The need for planning permission will depend on the type of work/use proposed both internally and externally to the property.

General maintenance work is not likely to involve planners; there are however a number of exceptions such as in Conservation Areas or significant building work and property improvements being undertaken.

Landlords should be aware that there are certain requirements for change of use or conversions of properties into, for example, bedsits, and you should contact the Council's Planning Team for advice before undertaking such works. Each proposal is considered on its own merit, but there are specific criteria which will be applied. It is always the landlords responsibility to ensure that all their properties have the necessary planning permission before they are occupied.

A single dwelling, split to form two or more self-contained flats or bedsits, would need planning permission as this is considered to be a change of use for the property.

A property divided into rooms for up to six people may not need planning permission provided that the residents live together as one household - i.e. sharing facilities and household expenses. If the residents do not, then planning permission for a change of use must be sought. Note this is separate from any housing legislation.

Works carried out on "Listed Buildings" or within "Conservation Areas" are likely to be strictly controlled and advice from the Planning team will be needed.

Any works carried out prior to planning permission being granted is undertaken at the owners own risk - should permission be refused, enforcement action may be taken. This may involve returning the property to its original condition at the owner's expense.

Cheshire West and Chester's Planning team is happy to offer advice and assistance on all conversion, conservation or extension matters, and existing or prospective landlords should contact the team before carrying out any such work tel: 0300 123 8 123.

Building Regulations

Landlords need to be aware that most alterations to their properties require Building Regulation consent, and before

any work is done, you should contact one of the Building Control surveyors for advice, tel: 0300 123 8 123.

Structural alterations, however simple, require approval. This includes extensions, new windows or door openings, underpinning walls and removing certain walls etc.

Converting a single property into flats, or making changes to existing flats, will need consent as this can be complex both structurally and in terms of fire resistance and escape.

Loft conversions are structural alterations and have specific requirements to meet the fire regulations. It is important that you seek expert advice for this kind of alteration.

Additional bathroom and kitchen facilities will usually require new plumbing and drainage connections which will be subject to approval.

Works on or near a party wall will need particular consideration.

It may be necessary to apply for Building Regulations approval when installing new or replacement windows. There may be a requirement to install emergency escape windows. If a FENSA approved contractor is used for the works, Building Regulations may not be required as these contractors work to the Building Regulations Standards. Speak to the Building Control team or your installer for advice.

Certain electrical works also require Building Regulations approval. Part P of the Building Regulations require certain electrical works to be either carried out/ or checked by a competent electrician. Failing this, it will be necessary to apply for Building Regulations approval.

Making your Application

There are two ways of making a Building Regulation application.

Full Plans procedure

This gives you the chance for your plans to be checked and approved by Building Control staff before you start building operations.

or

The Building Notice procedure

You must send in a completed application form. 48 hours after the plans are accepted by Building Control, you are legally entitled to start work, The acceptance of the Building Notice does not mean that your proposal has been approved. It is your responsibility to make sure that your building complies with all Building Regulation needs.

Work carried out without approval is always expensive to put right - you can contact your local Building Control Consultancy team for advice or assistance on any project by email at building.control@cheshirewestandchester.gov.uk or by phoning:

Chester: 01244 402 161
Ellesmere Port: 0151 356 6678
Winsford: 01606 867 761

Houses in Multiple Occupation

House prices and a large student population mean that many houses are shared by a groups of people, or have been converted into bedsits and self contained flats, particularly in the Chester area. Such properties warrant particular attention as they have a higher risk of fire, often house vulnerable people, and can have some of the poorest conditions. This type of accommodation is called Houses in Multiple Occupation (HMOs). This Chapter looks at the definition of a HMO and what standards are required in such properties, and it also looks at compulsory licensing for certain HMOs.

Definition of a House in Multiple Occupation

The definition of a House in Multiple Occupation is not straight forward. Sections 254-260 of the Housing Act 2004 give a detailed explanation (it is 6 pages long!).

A HMO can be simply defined as any property occupied by more than 2 unrelated people sharing all or some amenities (irrespective of the number of tenancies).

When we refer to sharing of amenities this relates to things such as a kitchen/bathroom/toilet or where they are not self-contained. There is also a detailed definition of what constitutes a household, but in essence this is families, couples etc.

Self contained flats in properties that were originally built as houses may also be considered as HMOs if the conversion work was not in accordance with the 1991 Building Regulations, and less than two thirds are owner occupied. (If the conversion was after 1991 and in accordance with Building Regulations, the property is not an HMO.)

In the main if a property is referred to a bedsit, shared house, professional shared let, student house, or was converted to self contained flats over 15 years ago, it is likely to be a HMO.

It must also be noted that the Housing Act 2004 also gives a number of exemptions from the definition of a HMO.

The following tests give guidance, but it is necessary to refer to the Housing Act 2004 for the exact definition of a HMO. Please note The Housing Act 2004 section is shown in bold type and schedule numbers in brackets.

The 'standard test'

- A shared house lived in by people who belong to more than one family*
 - and who share one or more facilities**.
- s254(2)**

The 'converted building test'

- A house in bedsits lived in by people who belong to more than one family* and who share one or more facilities**.
- s254(4)**

The 'self contained flat test'

- An individual flat lived in by people who belong to more than one family* and who share one or more facilities**.
- s254(3)**

The '1991 Building Regulations test'

- A building of self-contained flats that do not meet 1991 Building Regulation standards.
- s257**

Exemptions:

- If it is occupied by only two people.
- If it is occupied by the owner (and their family if any) and one or two lodgers.
- If it is occupied by a religious community.
- If the occupiers have their main residence elsewhere***.
- If no one in the property is required to pay rent.
- If the owner or manager is a public body.
- If the owner or manager is an educational institution.
- A building of self-contained flats if two thirds or more of the flats are owner-occupied.
- If the property is part of a guest house or hotel (unless an 'HMO Declaration' is made).

* Family – husband, wife, co-habitee, child, step-child, foster-child, grandchild, parent, step-parent, foster-parent, grandparent, brother, half-brother, sister, half-sister, aunt, uncle, niece, nephew, cousin. **s258**

** Facilities – basic amenities: WC; wash hand basin, shower, bath; cooking facilities. **s254(8)**

*** Accommodation used by full-time students while they are studying is taken to be their main residence. **s259(2)(a)**

The legislation considers a wide range of accommodation types to be Houses in Multiple Occupation (HMO's) and therefore subject to control under the Housing Act 2004. Categories classed as HMO's include the following buildings if the occupiers do not form a single household:

- Bed-sitting accommodation
- Non-self contained flats
- Self contained flats that were converted without meeting the 1991 Building Regulations (providing that less than two thirds are owner occupied).
- Houses shared by a group of individuals who are not related (e.g. students houses or professional lets).
- Houses where there are more than two lodgers
- Hotels, guest houses, and bed and breakfast accommodation where one or more of the residents has no other main residence
- Hostels
- Student accommodation (not owned/run by an Educational Establishment)

- Cluster flats
- Self-catering residential homes
- Other specialised premises such as group homes, women's refuges and halfway houses. These will be assessed on an individual basis.

This list is not intended to be exhaustive - if you are unsure whether a particular property is classed as a HMO, you should consult the Private Sector Housing Team for advice (tel 0151 356 6572).

Frequently asked HMO Questions

My house is on 2 floors with 4 people. Is it a HMO?

Yes, providing that it is a traditional house, and the 4 tenants are unrelated and that there is sharing of facilities. This means that it must meet the appropriate standards in terms of fire safety and amenities. The property will however not require a licence. (See later in this Chapter for details.)

I only have one tenancy agreement, am I excluded from the HMO requirements?

The number of tenancy agreements is not a factor, only the number of actual occupants. Therefore if there are more than 2 unrelated people in the property it may be a HMO, see the above and previous page for additional guidance.

Why is the Council concerned about HMO's ?

There are particular requirements for HMO's, because it has been shown that there are specific health and safety risks associated with this type of property, and such properties often house vulnerable people.

My property is Registered/Accredited, what does this mean?

The former Chester City Council had a scheme that required certain Houses in Multiple Occupation, to be registered. This was a compulsory scheme that applied to properties with 5 or more occupants. Registered properties have been passported into licensing. Chapter 16 gives more details on licensing.

Accreditation is a voluntary scheme run by the council that applies to family lets and Houses in Multiple Occupation. Accreditation indicates that high standards have been achieved. Some properties that are Accredited may require licensing. Chapter 16 gives more details on accreditation.

What are the responsibilities of the landlord/Agent of an HMO ?

In addition to the general responsibilities of landlords/agents of all properties, the people who own or manage HMOs must ensure that :

- the property does not become overcrowded
- communal areas are properly cleaned and maintained
- there are adequate means of escape from fire
- fire detection systems are maintained and tested on a regular basis
- the conditions of the HMO licence (where applicable) are met

In addition to the above, there are certain standards which must be achieved as described below.

Cheshire West and Chester HMO Standards

Lighting

This relates to both natural and artificial lighting.

Natural lighting

All habitable rooms must have a window (or clear glazing in a door) equivalent to at least one tenth of the floor area of the room.

Kitchens, bathrooms, WCs, staircases, landings and passages should have similarly sized windows where practicable. Otherwise adequate artificial lighting should be provided.

All bathrooms and w.c.s must have obscure glazing.

Artificial lighting

All rooms, hallways and landings should be adequately lit.

Time switches should only be allowed to common landings, passages and staircases and should stay on for an adequate time to allow a person to climb the stairs and enter a room.

There should be sufficient switches to operate the lighting on each landing or passageway.

Ventilation

All bedrooms and living rooms need to be ventilated directly to the open air by a window. This should be openable to at least one-twentieth of the floor area of the room. An openable door or a louvered opening in a door which gives access directly to the outside is not acceptable as the sole source of ventilation.

All kitchens, bathrooms and WCs should comply with the above wherever possible, but if this is not practicable, mechanical ventilation providing a minimum of three air changes per hour is required. These installations should be fitted with an overrun device and connected to the lighting circuit of the room.

In hostels, hotels and bed and breakfast accommodation which is used to house homeless or people with support needs, kitchens must comply with Food Safety legislation. Speak to the Food Safety Team for advice on 0300 123 8 123.

Water Supply

A supply of cold running water suitable for drinking should be provided for the use of all the occupants in each shared kitchen and should be directly supplied by the rising main.

For hostels, hotels and bed and breakfast accommodation, and also for houses where the accommodation is occupied exclusively as bedsitters, each bedroom should have a supply of drinking water directly off the rising main. The tap should be marked drinking water.

The water supply for the property must be free from contamination, whether microbial or chemical. This is the same as for all types of properties. The landlord/agent must

ensure that receptacles for the storage of water are kept in good, clean and working condition, with a suitable cover.

It is also important to consider the potential for the growth of legionella if water is held in warm/hot temperatures. For more details see Chapter 9 on Minimising Hazards in the Property, or contact the Private Sector Housing Team or your plumber for advice.

The water pressure to all fittings should comply with the minimum requirements of United Utilities at all times.

All water supplies must, where necessary, be protected from frost damage.

Kitchen Facilities

As with all rented properties it is important to ensure that there are adequate provisions and facilities for the storage, preparation and cooking of food. The kitchen must be a suitable size and be designed and constructed to enable it to be kept clean and tidy.

There needs to be sufficient facilities for the number of occupants. There should be one sink with draining board and hot and cold water for every 5 occupants. There must be sufficient space for the storage of food in cupboards and worktops for the preparation of food.

There must be enough electrical sockets, a kettle, and a refrigerator with a freezer compartment. There must also be refuse disposal facilities and fire detection and fire precautions in place.

Each separate occupancy should be provided with a proper food store of adequate size, for example, a fridge, preferably within the bed/study room. If the food storage facilities are provided in the shared kitchen, a separate lockable facility may be required for each occupant.

Generally there needs to be at least a 4 ringed cooker with oven for every 5 occupants. A combination of additional rings, combination microwaves may be suitable in certain circumstances. Please contact the Private Sector Housing Team for advice.

A property with more than five people should have additional kitchens/facilities pro rata.

If the kitchen is within the letting, a minimum of 2.8m² or 30ft² should be provided, in addition to the space standard requirement for that type of property.

The kitchen must be located away from the entrance door to prevent the need for tenants to enter/pass through it in the event of an emergency.

If the kitchen is separate from the letting, it should be on the same floor as the letting where practicable. In any case, it should be no more than one floor distant.

Kitchen facilities for Self catering hostels

In addition to the standard Kitchen requirements, each occupancy should have its own kitchen separate from the sleeping room, with a minimum size of 2.8m² or 30 ft². If this is not feasible, each occupancy should have its own kitchen facilities within the unit of accommodation, and a minimum of 2.8m² or 30 ft² added to the space standard requirement.

For single occupancy hostels, a shared kitchen may be provided. Each unit of accommodation must have its own food storage facilities which ideally should be lockable. They must also have at least two rings or hot plates, together with a grill and oven or share a cooker with not more than three other people.

Hostels providing meals

The facilities for preparation, cooking and serving food must comply with the Food Safety Regulations (speak to the Food Safety Team for advice on 402302). Kitchen facilities for the cooking and preparation of food for residents as part of the service provided by the establishment must not be used by residents.

Separate kitchens for residents to prepare and cook their own food are required in certain conditions. A suitable area for this purpose should be provided on each occupied floor and should be in accordance with the general provisions outlined above. Such facilities should be available for use 24 hours a day and the cost of running the appliances is to be included in the residential charge.

Personal washing facilities

These vary depending on the type of HMO, but in general the following standards apply.

Each separate occupancy should, where practicable, be provided with a wash hand basin (minimum size 560mm x 430mm), together with its own supplies of hot and cold running water, properly connected to the main drainage system. This may be a requirement in HMOs that are licensable (see later in this chapter for details.)

Each separate occupancy should have its own bath or shower, each in a proper room. Where this is not practicable, an easily accessible bath or shower room must be provided, not more than one floor away from the occupants.

Where facilities are shared, there must be at least one bath/shower, wash hand basin and toilet per 5 occupants. Therefore if there are 5-10 occupants, two bathrooms are required.

Baths should be a minimum of 1.67m in length; shower trays should be a minimum of 800mm x 800mm.

Hot and cold water supplies should be available at all times.

Baths and showers may not be provided in kitchens.

The Landlord/Agent must ensure that no part of the water supply is susceptible to frost damage, and there should be no interruption to the water supply serving the accommodation.

Lavatories and drainage

All above and below ground drainage must comply with the requirements of the current Building regulations.

For every five people - or part of five - a WC must be provided no more than a floor distant from any occupant.

They must be readily accessible and not compromise the privacy of the tenants.

Ideally, each shared WC should be in a separate room from the bath or shower room. (This may be a requirement if the HMO has 5 or more occupants.)

A wash hand basin should be provided in each separate WC, together with its own continuous supply of hot and cold water properly connected to the main drainage system. There should also be a tiled splash back.

For hostels, hotels and bed and breakfast accommodation for the homeless, where more than five people are accommodated, separate facilities for males and females should be provided.

The landlord/agent must ensure that no part of the drainage supply is susceptible to frost damage, and there should be no interruption to the drainage system serving the accommodation.

Space heating

Each room which is used as living accommodation should be provided with suitably fixed installations for space heating. These may be either full central heating systems or gas or electric appliances.

Solid fuel installations are not generally permitted in HMOs.

Portable or removable heating appliances are not acceptable. Portable Calor gas heaters are not acceptable under any circumstances.

Internal temperatures should be above 18°C to reduce the potential for excess cold related deaths (when the external temperature falls below 5°C).

Space standards

There are specific standards covering the space which should be provided for the occupants of HMO's to prevent overcrowding. These standards are quite detailed and they vary depending on the type of accommodation. You are advised to contact the Private Sector Housing team for particular requirements. In general, however, sufficient space should be provided to allow each occupant to enjoy the facilities and amenities of the accommodation.

For a bedroom to be used by 2 adults the room must be at least 10.22m² or 110ft². For a bedroom to be used by one adult it needs to be at least 6.5m² or 70ft². If there is no shared living room/large kitchen / diner, larger rooms are required. Please contact the Private Sector Housing Team for advice.

Gas and Electricity

As with all rented accommodation there is a duty to ensure that the gas and electrical supply are in a good condition.

The gas installation must be tested at least annually by a Gas Safe registered engineer.

The electrical installation must be tested at intervals of at least every 5 years by an engineer recognised by the Institute of Electrical Engineers (NICEIC or ECA)

Certification must be provided after such testing, and this must be forwarded to the Council on request. The manager must not unnecessarily cause the gas or electricity supply to any unit to be interrupted. For more details on gas and electricity, please refer to Chapters 9 and 10 on Minimising Hazards and Maintenance.

Fire Protection

Fire precautions are vital for the protection of tenants. All Houses in Multiple Occupation, irrespective of the size and number of occupants, must have adequate fire precautions.

Government statistics show that there is a significantly higher risk of fire and fatality/injury in multi-occupied properties as compared to traditional single occupied properties. This can be for several reasons - for example more intensive use of electrical equipment and cooking facilities. Fire safety and fire precautions are therefore vital to protect the safety of the occupants and it is essential that an appropriate fire protection scheme is carried out, preferably prior to occupation.

The Private Sector Housing Team are always available to offer advice on fire safety issues, and will consult with the Fire Prevention Officer when necessary. There is a requirement for all licensable properties to be inspected by the Fire Officer.

What is a fire protection scheme ?

There are four parts to a fire protection scheme:

- i. An alarm system to detect and then warn residents of the presence of a fire.
- ii. A safe, protected and well lit escape route.
- iii. Fire fighting equipment to enable residents to tackle a small fire and stop it spreading (if safe to do so).
- iv. Safety evacuation procedures.

The extent of fire protection work required depends on the size and layout of the property, and also the number of occupants. A fire risk assessment is required by the landlord / agent. A fire safety self assessment form is included in the Sources of Information Chapter the end of this guide.

Two storey houses

As a guide the following should be provided:

- Half hour fire resisting doors (type FD30S - with intumescent strips and approved door closers) to all rooms opening on to the hallway and staircase.

(Details on the specification for Fire doors is included in the Sources of Information Chapter at the end of this guide.)

- A mains powered inter-linked smoke/heat detection system in accordance with British Standard BS5839. This is often referred to as a LD2 or a Part 6 system. The system should include smoke detectors in the hallway and landing areas, living rooms and bedrooms, and a heat detector in the kitchen. (It is not necessary to have a control panel)
- Fire blanket and dry powder fire extinguisher to the kitchen
- An 'A' rated Fire extinguisher in the hall/landing.
- Fire door notices and evacuation procedure details must be clearly visible to the occupants.
- Door locks on the means of escape which are operable from within a room without using a key, i.e. bedroom and front/back doors.

Three or more storey houses

As a guide the following should be provided :

- Half hour fire resisting doors (type FD30S as above) to all rooms opening on to the hallway and staircase. (Details on the specification for Fire doors is included in the Sources of Information Chapter at the end of this guide.)
- An L2 type fire alarm system, dependent upon the size and layout of the property with smoke detectors in the hallway, landings, together with smoke detectors in each room/bedroom. The alarm system must provide sounders at each level, and within rooms if necessary so as to give a noise level reading at each bedroom of at least 75dB(A). A heat detector is required in the kitchen.
- A suitably located control panel is required.
- Breakpoint glass alarm points must be provided at each level within the staircase enclosure and adjacent to the exit doors.
- Emergency lighting to the escape route, should the mains electricity fail. This must be in accordance with BS 5266.
- Dry powder fire extinguisher and fire blanket in the kitchen(s).
- An 'A' rated Fire extinguisher in the hallway and at each landing level.
- Fire door notices and evacuation procedure details must be clearly visible to the occupants.

All the above information sets out the main requirements only. Specific details of necessary fire precautions can only be given following a Housing Health and Safety Rating System inspection of the property by a council officer, or a Fire Safety Officer from Cheshire Fire Service. You should contact the Private Sector Housing Team on 0151 356 6472 for further information.

Good Management

The Housing Act 2004 places a number of responsibilities on landlords/agents of Houses in Multiple Occupation. The property must be free from significant hazards and it must be

maintained in a good standard of repair both internally and externally (See Chapters 9 and 10 for details).

The landlord/agent must ensure that their name, address and any telephone contact number is made available to each of the occupants.

There is a duty to ensure that all fire precautions are maintained in good working order and repair and the means of escape are kept free from obstruction / combustable materials and maintained in good working order and repair. Details on fire precautions and means of escape in the event of a fire were outlined in the previous section.

The landlord/agent has a duty to ensure that the design and structural condition of the property, and the number of occupants present, does not lead to injury. In particular the regulations require that any roof, or balcony that is unsafe, is made safe, or measures are taken to prevent access until the necessary remedial work can be undertaken. In addition, any windows on staircases must have suitable safeguards to prevent injury arising from them.

Any furniture in the living accommodation must be clean at the beginning of the tenancy. All windows and other forms of ventilation must be kept in good repair.

There must be sufficient bins and other suitable receptacles for the storage of refuse, and you must advise tenants as to the correct systems for its disposal (refuse collection day). Tenants must be advised that refuse should only be put out for collection on the day of, or night before collection day.

Licensing of Houses in Multiple Occupation

Do I need a Licence ?

From April 2006, if there are 5 or more unrelated occupants, a HMO licence is required. Failure to apply for a licence is an offence. There are 2 types of licence in operation in the Cheshire West and Chester area:

Mandatory Licences - required for HMOs with at least 3 storeys, with 5 or more occupants. These licences last for 5 years.

Additional Licences - Currently these are only in operation for other HMOs with 5 or more occupants who were under the Chester City Council Registration Scheme. These licences last for the remainder of the period they would have been registered and do not have to be renewed.

Why does the government want HMOs to be licensed?

To improve health and safety standards and ensure satisfactory management in this high risk area of the private rented housing market.

How much will a licence cost and how long will it last?

The licence fee varies according to the size of property and type of licence. Mandatory licences cost in the region of £450

and last for 5 years. Please contact the Private Sector Housing Team or look at the Cheshire West and Chester Council website for details and an application form.

My Property is already Registered, what happens about Licensing?

Properties that were registered by Chester City Council have been passported into the Licensing Scheme without any extra cost. At the end of the current registration period, it will be necessary for those eligible for mandatory licensing (at least

3 storeys, with 5 or more occupants) to make a new licensing application. Please contact Private Sector Housing for the necessary application forms at the appropriate time.

Once your HMO has been licensed a Private Sector Housing Officer will assess the property to identify areas where works are required under the Housing Health and Safety Rating System. If any serious hazards are found the Council will then advise you what remedial action is required, and discuss with you appropriate timescales for the works.

Financial Matters

Having a property for rent is the same as having a business, and must therefore be treated accordingly. Getting the money right is important. Good accountancy skills and having the right knowledge are vital.

Being a member of a professional landlord association will provide you with advice and support. The internet also contains a number of sources of information on accountancy. In addition, you may benefit from a good accountant/financial advisor.

This chapter looks at a number of financial matters from tax issues, benefits, bills and insurance. It also briefly looks at changing rents, (more details can be found in Chapter 6), and it covers possible sources of funding for building/improvement works.

Tax liability

The income a landlord receives from letting a house may be taxable. You should therefore notify HM Inspector of Taxes of such income received on your tax return. It may be possible to deduct expenses incurred "wholly and exclusively" for the purpose of letting - for example, insurance, repair costs - when assessing your taxable income.

If you are letting a room in your own home to a lodger a proportion of income can be tax free. This would depend on the level of income received. You should include the income you receive from rent in your tax return. You can get more detailed advice from an accountant or your local tax office.

You can declare all your letting income and claim expenses and, where appropriate, capital allowances in the normal way. Check with your tax office for more details or visit the Inland Revenue website at: www.hmrc.gov.uk

Note that Inland Revenue refers to Non Resident Landlords as those that live outside the UK, rather than those who do not live with their tenants!

If you live abroad you should appoint an agent to act on your behalf. The letting agent, or the tenant where there is no letting agent, must deduct tax from your rental income and pay it to the Inland Revenue before sending the balance to you. You should set up a separate account for the deducted tax before an assessment is made. You can then pay the sum demanded directly from that account. You can get an exemption or pre-assessment certificate before the start date of the letting, which cancels or reduces the amount of money to be withheld from rent payments.

The Inland Revenue website, www.hmrc.gov.uk, has a quick search field and information about tax and landlords can be quickly found by inputting 'landlords'. You can also get copies of leaflets on taxation of rents and other tax matters from the website, by phoning the Order Line on 08459 000 404.

If you sell a home that has not been used as your principal home, you may be liable to pay Capital Gains Tax. This would

not apply if you have been living in the property. The Inland Revenue or a specialist financial advisor can provide more information.

Mortgage interest can be set against rental income for tax purposes. This makes it possible for all the mortgage interest to be tax deductible, reducing the effective cost of borrowing by the tax rate payable. For example a gross mortgage rate of 7% pa equates to a net mortgage rate of around 5.25% after 23% tax relief.

Other expenses may also be tax deductible e.g. energy efficiency improvements. For example there is £1500 tax relief, per property, which can be claimed for energy efficiency works, including solid wall, cavity and loft insulation, draft proofing etc. Refer to the leaflet REV BN37 Landlords Energy Savings Allowance (LESA), or speak to the Tax office or your financial advisor for more advice.

Some landlords who are limited companies will need to pay Corporation Tax. It is advisable to get specialist advice on this area.

The rules with regards to tax and pensions arrangements have recently changed in that property can be considered as part of your pension. Your financial advisor or Landlord Association will be able to give more advice. In addition financial advisors may be able to recommend more beneficial ways of planning your affairs to reduce any potential tax liabilities and enhance pension arrangements.

The rules which apply to rental income are complicated, and you are strongly advised to consult your accountant or solicitor for professional advice. Heavy fines and penalties can be imposed, for failing to complete tax returns within the necessary timescales.

VAT

Rental income is exempt from VAT, unless landlords are VAT registered as a self employed business.

If you are approaching the registration thresholds, it is advisable to get specialist advice as there are some special VAT schemes and methods to minimise your liabilities. For example a reduced VAT rate is available for the renovation / alteration of single household dwellings which have been vacant for more than three years.

Customs & Excise, or your specialist financial advisor may be able to give you advice on these matters.

Holiday Homes

The tax situation with regards to holiday homes is complex. Certain rules apply according to how often the property is let, who to, and whether it is a buy to let investment or a holiday lets business. The Inland Revenue or your financial advisor will be able to give more advice.

Tax concessions for Repair and Improvement works

Tax rules can vary according to whether work is a repair or an improvement. Unless you can argue that there is a significant repair aspect to the work you undertake on your rented properties, i.e. replacing or repairing the existing fabric of the building, then the Inland Revenue are likely to argue that large expenditures deducted as repairs should be dis-allowed as a deduction from your rents. Even if this is the case, the cost of the works can be considered when you calculate any capital gain on the eventual sale of the building. It is important to get specialist advice to minimise any tax liability.

Stamp duty

This is a tax that is due when property is purchased. It applies to property priced at £175,001 and over. Certain Disadvantaged areas, have a property threshold price of £150,000, visit www.hmrc.gov.uk to check if your postcode qualifies.

From £175,001 - £250,000, the stamp duty is 1%; over £250,000, 3%; over £500,000, 4%. These rates are reviewed regularly and are only valid until 31 December 2009, your financial advisor will be able to give more advice.

Stamp duty may also be payable on some short tenancy agreements. (For these purposes, a short tenancy is one granted for a period of less than seven years.) The duty required depends on the amount of premium paid (if any), the amount of rent paid, and the length of time the agreement/tenancy is to continue and whether the property is furnished or unfurnished. For further details contact your financial advisor or the HM Revenue and Customs who produce a guidance leaflet S08 "Stamp duty on agreements securing short tenancies" www.hmrc.gov.uk/so/so8.htm, or call the Helpline on 0845 603 0135.

Mortgages

Due to the wide range of products and information available with regards to mortgages, it is important to get specialist advice from a financial advisor, to ensure you chose a product that is suitable for your needs.

When considering a mortgage, it is important to remember that there must be money available to make any necessary repairs and improvements to a property and that a 'fall back position' is required for periods when the property may be empty.

Mortgages can be buy to let, some even with no deposit (providing you already own a property), or they can follow traditional variable, fixed, capped or bank base rate tracker schemes.

Many of the financial firms also operate software to give you a guide to calculate the return on your investment. Return on rental investment calculators can be found through the search engines on the internet.

Mortgages will have a number of conditions; some types of mortgage are not designed for properties that are let, and

some restrict the type of tenant. You should always consult your mortgage lender before renting out a property, as the loan may be called in, or you may be subject to penalties.

There may be certain tie-ins, redemption penalties and clauses about the collection of arrears following any repossession. Mortgage protection and self certification may also be required. It is important to ensure that as a landlord you get the necessary advice and use a reputable firm that follows the Council of Mortgage Lenders/ Mortgage Code.

Record Keeping

Good record keeping is important. There are three main reasons for needing accurate records of your income and expenses:

- To discharge your statutory obligations to the Inland Revenue and HM Customs and Excise.
- To control your finances, and help you manage your business.
- To enable you to produce your final accounts more efficiently resulting in a saving in accountancy bills.

Good records will also be invaluable for providing information about your business to financial institutions for example for mortgage applications, and for the annual accounts that will form the tax return.

There is a requirement to keep tax records for at least 10 years. VAT records should be kept for 6 years, along with any payroll records and contracts and action for debt.

Accountancy records such as cash books, invoices etc should be kept for a minimum of 3 years for a private firm and for 6 years for a public firm.

If there is any public liability or employers liability insurance, records of this should be kept indefinitely.

The record keeping requirements apply to information that is stored on computer as well as any paper copies.

Ability to Pay the rent

Non payment of the rent is a major worry for landlords/agents. When taking on a new tenant there are a few simple measures that you can take to investigate whether a prospective tenant is going to be able to afford the rent. References and credit checks may help with this, but it may be necessary to get consent from the tenant in order to alleviate some of the data protection issues.

Letting and Managing Agents may be able to carry out credit checks on your behalf. If however you are not using an agent, there are a few basic questions that you should consider to give you an idea as to whether the tenant is likely to be able to keep up to date with rent payments.

Find out where the tenant is currently living, how much they currently pay, and their reason for leaving. Questions about family status, student debts, and profession may also help you make an informed decision. Employment history is also another area to explore, determining if they are permanent, temporary and their time in employment.

If a person is self employed, you may want to make inquiries into how long they have been in business, as the early years can be the most financially difficult. Before you contact any employers or make inquiries, you should always ask the prospective tenants consent.

If written consent is given, there is also the facility of using a credit reference agency, as found in the yellow pages/internet.

Checking the background of a prospective tenant takes time, but could save anxiety, legal costs and lost income. Asking for a rent guarantor may help alleviate any worries about non payment of rent.

More details can be found in Chapters 2, Becoming a Good Landlord, and Chapter 6 on Rent.

Housing Benefit / Local Housing Allowance

If a tenant has a low income or is claiming certain social security benefits, they may be able to get help from the Council with all or part of their rent in the form of Housing Benefit. Housing Benefit is paid to anyone on low income in need of financial help to pay their rent.

Local Housing Allowance (LHA) is a new way of calculating Housing Benefit for private tenants based on the area an individual lives in, the number of occupiers in the property and the household size. If the rent is higher than the LHA rate the tenant will be required to pay the difference or look for cheaper, alternative accommodation. You should check with your tenant to see if they are entitled to claim. It is important to remember, however, that it is the tenant who remains responsible for paying the rent, not the Council.

Tenants have to provide supporting documentation and information about their income, any capital they may have and confirmation of their identity and their status in the UK. The Housing Benefit Team will usually want to see the tenancy agreement and either the rent book or receipt confirming the rent has been paid. If the application for Housing Benefit has all of the supporting information we need, the council can fast track the claim and assess any entitlement within five working days. The tenant should contact their local council to enquire about the fast track service. Council offices are located across Cheshire West and Chester, for any information relating to Housing Benefit ring the Benefit advice line on 0300 123 7021.

There are certain restrictions on the information that can be given to a landlord or agent with respect to their tenant's claim for Housing Benefit. In some situations, a tenant may be able to give written permission to enable a landlord/agent to ask for information about their claim.

Housing Benefit under Local Housing Allowance is now normally paid to the tenant unless certain conditions apply. Some examples are if the tenant is in arrears or does not hold a Bank Account. The Housing Benefit team can offer advice in these circumstances..

There are also detailed rules about any overpayments of Housing Benefit, and there may be situations where the tenant and even the landlord/agent is required to repay any benefit overpaid. There is a right of appeal with regards to any repayments/direct payments of benefits.

Procedures and payment levels for Housing Benefit continuously change.. For current information on payments and Housing Benefit, please contact the Housing Benefit Team on 0300 123 7021 or look at the Cheshire West and Chester Council website at www.cheshirewestandchester.gov.uk

Will the council pay the full rent?

Housing benefit is means tested. Some tenants may have to pay part of the rent themselves. If the rent you are charging covers the cost of gas and electricity, housing benefit will not pay the full rent to include these items. This also applies to water rates and any food or meals you may provide. The tenant will be responsible for paying the element of the rent that covers these costs.

If your prospective tenant intends to claim housing benefit you can check the Local Housing Allowance rate that would apply to your tenant's circumstances. This amount is the eligible rent level that Housing Benefit would be calculated upon. The amount of Housing Benefit awarded is then based on the means tested calculation. Local Housing Allowance rates are published monthly on the Cheshire West and Chester Council website. Alternatively, you can obtain this information by calling the benefits team on 0300 123 7021

Can the Landlord/Agent be paid directly?

In most circumstances, benefits are paid directly to the tenant.

If the tenant is more than eight weeks in arrears with the rent and the Council is aware of this, then benefit can be paid to the landlord until arrears are brought up to date.

If direct payments to a landlord/agent are made, the law requires them to notify the Council immediately of any change in circumstances of the tenant, which could affect the tenant's entitlement to Housing Benefit.

Changes of circumstance

If a tenants circumstances change both the Landlord/Agent and the tenant have a duty to inform the Housing Benefit team. Failure to report a known change of circumstance by a tenant or a Landlord could result in an overpayment of benefit and legal action, including prosecution.

Changes which a landlord would be expected to report include where a tenant leaves the property, where a tenant changes rooms within the property, where the level of rent changes, where the tenant goes in to hospital or where anyone leaves or joins the household.

Benefit Fraud

If you suspect any tenant of committing benefit fraud you can ring the fraud hotline on 0300 123 7030. Any information given is treated in the strictest confidence.

Overpayments

If there is an overpayment of Benefit that has to be repaid, then the Council may seek recovery from the tenant or the landlord. If, as the landlord, you do not wish to be liable for such repayments, you should notify the Council. They will then pay Benefit direct to the tenant, and will recover any overpayment from them.

The Housing Benefit regulations are complex and change frequently. If you want more information, please contact the Housing Benefit team on 0300 123 7021

Confidentiality

The Housing Benefit Team will do its best to help you but all claims for benefit are confidential and information about your tenant's claim is unlikely to be discussed with you.

Other Welfare Benefits

If your tenant is in receipt of Housing Benefit, they may well be entitled to other forms of benefit. It is always advisable to ensure that tenants are getting all the support they can, whether it be financial or in terms of assistance with improvements to your property.

Cheshire West and Chester council benefit team have dedicated officers that can help with all benefit advice. Services include a home visit, a telephone call back and a signposting service. Advisors can be reached on 0300 123 7021.

Below are some of the benefits that our Officers can offer help and advice with:

- Income support- and Income based jobseekers Allowance- help for those who do not have enough to live on.
- Employment Support Allowance
- Council Tax benefit for those on a low income.
- Working Families Tax credit- working more than 16 hours a week on a low income with children.
- Child Tax credit- for those on a low income.
- Disability living allowance - for help with care and mobility.
- Disability working allowance- for people who are disabled and working.
- Attendance allowance- for those over 65 with care needs.
- Pensions credit- to ensure that a minimum pension income is achieved.
- War disablement pension
- Industrial Injuries Disablement benefit.
- NHS costs
- free school meals
- Transport costs to hospital
- Warm front grants- help for those on low incomes to make their homes warmer and energy efficient (including rented properties, see later in this chapter and The role of the Local Authority Chapter for more details.)

Deposits

The law with regards to deposits has changed. From October 2008, all new assured shorthold tenancy deposits have to be held as part of an approved scheme. More details can be found in Chapter 4.

Some tenants find it difficult to find a lump sum to pay as a deposit, so it may be easier for them to pay in instalments.

A written receipt for the deposit must be given, along with a clear description of what it covers. This is the tenants money, which you are holding in trust. The money is not intended to cover the costs of general wear and tear.

It is good practice to keep any receipts for any deductions in the rent, and also to state in the tenancy agreement what is covered by the deposit. A good inventory is very important, and will help avoid any disputes at the end of the tenancy. Many landlords find the use of digital photographs invaluable at recording the condition of the property and the fittings etc at the beginning of the tenancy.

Any protected deposits must be returned within 10 days .

If there is a dispute over the deposit, the matter is to be taken to the tenancy deposits firms approved Dispute Resolution Panel. Alternatively the matter can go to the Small Claims Court (fee payable).

Organisations such as Shelter provide more information on deposits. Their details can be found at the end of the guide.

What can I do to minimise disputes over the deposit?

Having a good system for recording the contents and condition of the property at the beginning of the tenancy is vital for reducing the potential for deposit disputes. This should be done on a room by room basis, and it is strongly advised that the inventory should be compiled in association with the tenant and the tenant then asked to sign to say that the inventory is a fair record. The tenant should then be given a copy of the inventory. Photos are often a good idea. It is advisable to print photos and both the landlord and tenant to sign and date them to ensure they are acceptable evidence in the event of a dispute.

Just before the end of the tenancy it is a good idea to go through the inventory with the tenant, and this is a time to discuss any damage etc.

An example of an Inventory Form is included in the Sources of Information Chapter at the end of this guide.

Insurance

You need specific landlords buildings insurance covering the risk of damage to the structure and permanent fixtures and fittings of a building, which should cover damage to your tenants belonging due to a problem with the building. Tenants are usually responsible for providing their own contents insurance to cover their personal belongings, but you should take out insurance cover against damage to household goods / furniture for which you are responsible.

Insurance for rented property can be more expensive than for owner occupied accommodation.

The Association of British Insurers produces guidance for owners which explains how insurers assess risks and what you can do to secure cover. There are special policies for landlords that provide cover for loss of rental income and the cost of temporary accommodation where a property is made uninhabitable as a result of one of the causes insured against. If your property is a House in Multiple Occupation, it is important to carefully consider the type of locks that are fitted. Locks must be fire safety compliant and also meet the requirement of the insurance company.

It is important to carefully consider the type of cover provided and check the fine print.

Events Covered

The property owner should look for a minimum level of cover which satisfies bank or building society requirements. These include damage caused by:

Fire, Lightning, Explosion, Earthquake, Storm, Riot, Malicious persons, Subsidence, Ground heave, Land slip, Escape of Water, Theft or attempted theft, Collision by aircraft, vehicles or animals, Breakage of Aerials, Escape of oil and Falling trees.

In addition, your policy should automatically include accidental damage to underground pipes and cables and to glass and sanitary ware. Accidental loss or damage to the Building is normally offered as an additional option and is strongly recommended.

Exclusions

There are many exclusions within insurance contracts, most obviously the "excess" which differs with each insurer. It is best described as the amount the insured contributes towards each claim. Where there is little risk of frequent claims it may be more advantageous for a landlord to opt for a higher excess and benefit from an increased premium discount.

Property Covered

Insurers have definitions for the property covered but they can be summarised in three groups

A. The BUILDINGS which should include all outbuilding used for domestic purposes, and patios, paths, drives, walls, gates and fences. Most insurers will assume landlords fixtures and fittings as part of the Buildings, but only some will regard carpets as part of the Buildings.

B. The COMMUNAL CONTENTS are furniture, furnishings and household goods in communal areas of the Building. This generally applies only to bed sits or self-contained flats and would not apply to shared houses.

C. LANDLORDS CONTENTS IN INDIVIDUAL RESIDENCES refer to properties that are let fully or part furnished and would therefore exclude tenants property.

Basis of Settlement

Insurers have two types of settlement, known as "New for Old" or "Indemnity" and depending on which is used, the sum insured is calculated accordingly. Under New for Old, the

landlord must choose a suitable amount to replace, or in the case of buildings, rebuild as new. Indemnity gives an option to allow for due wear and tear and is normally expressed as a discount off the New for Old price.

Building sums insured

Insurers rely on rebuilding costs of properties which are calculated by Chartered Surveyors and are based on the square footage, age and construction of the property. There are usually penalties if, at the time of a claim, the sum insured is lower than the cost of rebuilding as estimated by the Insurer or Loss Adjuster, so a cautious approach to assessing the rebuilding sum insured is advised.

Occupancy

Statistics show that a property left unoccupied is at greater risk. The definition of unoccupied varies from policy to policy, but generally a property is unoccupied when it has been left vacant for more than 7 days, with the tenant having no intention of returning. For properties which are multi-tenanted, insurers consider each unit of accommodation as occupied or unoccupied separately. Several flats may be occupied or unoccupied within the same building, without the building being considered unoccupied. You should check carefully the policy's definitions of "unoccupied" and its conditions/exclusions clause.

Material facts

Non-disclosure or misrepresentation of material facts is the main source of dispute between insurer and the insured. A fact needs to be disclosed if, in law, it would have affected the insurer's judgement or acceptance of the risk. Past claims and even incidents where no claim occurred should be disclosed, as should the fact that the property is being let. Some insurers will require details of the type and number of occupants as well as Housing Benefit / Local Housing Allowance tenancies and bed-sit arrangements.

Rent

When a property becomes unoccupied as a result of a covered event then the property owner immediately loses rent and may incur additional expense in re-housing tenants. Most specially designed policies will include a Rent Protection item which should at least equal the loss of rent during the time of repair or reinstatement of the property. Standard policies make no allowance for loss of rent due to default by the tenant or recovery of rent by Housing Benefit / Local Housing Allowance. Specialist insurers can cover such losses, either in the form of offering legal expenses to recover debts through legal means, or even offering repayment of rent for agreed periods.

Liability of the Property Owner to Third Parties

The property owner owes a duty of care to all parties, whether they be the tenant, visitors to the property, contractors, direct employees or the general public. The insurance policy must cover Liability to the Public in respect of the property owners use of the property for residential letting. Employees liability cover is compulsory if you use your own employees for maintenance / improvement work, but it is recognised that many property owners do not use

direct employees for property maintenance. However, supplying equipment or materials and controlling the way work is carried out may make you legally responsible and Employees Liability Cover.

Professional Intermediaries

Where the property owner employs the services of a professional intermediary, he or she will gain added protection compared to dealing with the insurer direct. This is because the intermediary is bound to inform the property owner of matters which may prejudice him/her in the event of a claim. While this does not remove entirely the responsibility for disclosure of material facts from the property owner, it imposes on the intermediary the burden of discussion with the property owner.

It is vital for landlords to ensure that they have appropriate cover for their property. If in doubt, you should always seek professional advice.

The insurance market is extremely competitive and it is worth shopping around to find the best value for money

Paying the Bills

The type of tenancy you have will determine who is responsible for the bills. The following points are a guide. It is always important that both parties are aware of their responsibilities for bills at the beginning of the tenancy as this will avoid confusion and potential litigation.

Council Tax

An owner-occupier or tenant aged 18 or over living in the property is usually responsible for paying the Council Tax. However there are some situations where an owner who does not live in the property is responsible for paying Council Tax.

If you let a self-contained flat or house, the tenant is liable for Council Tax. If the property is empty, landlord/owner is liable. Where the property is a HMO, the payment of the Council Tax usually falls to the owner or landlord. (There are exceptions.)

Properties occupied entirely by students undertaking full-time education courses are exempt from Council Tax during term time. It is necessary for a student exemption certificate to be completed. These are issued by the college/university. Courses must be for at least one academic year, and periods of study, tuition, or work experience must be at least 21 hours a week. Make sure the tenancy agreement clarifies who is responsible for paying the bill if outstanding.

If you have a student living with other people who are not all students, all the tenants, including the student (s) will be jointly liable for the Council Tax bill.

How should I share out the Council Tax amongst Tenants?

No advice has been given by the Government on how landlords should share out passed on costs of Council Tax amongst tenants in a HMO. It is important that this is done

fairly, as different tenants may have different sized rooms within the same property.

It is recommended landlords measure or fairly estimate the floor space available to each tenant in the property, (only count space available solely to each tenant and disregard the shared facilities and passageways.)

Add up all the individual floor space totals to give a grand total of living space and the proportion that each tenant has of the total living space.

Apply these proportions to the Council Tax bill for the whole property in order to produce each tenants 'share' of the Council Tax Liability.

Water and Sewerage charges

The tenant is normally responsible for paying these charges. If you are in any doubt, contact United Utilities.

If it is the responsibility of the landlord, the cost can be included in the rent.

If the property is an HMO, a system will be required to ensure that a fair method is adopted for sharing out the payment. A similar system as per the Sharing out the Council Tax can be applied (see above.)

Other bills

It is usual for bills such as the gas, electricity and land line telephone etc to be in the tenants name. All parties concerned should be fully aware of their responsibilities with regards to the payment of bills. Copies of this should be kept in the event of any dispute. The utility companies will pursue the landlord for any outstanding payments if there is nothing in the tenancy agreement to say that the tenant is liable for the bills. It is recommended to "close" your existing utility accounts on the day a new tenant starts their occupancy.

It should be written into contracts for tenants to get your consent before they change supplier as this may help you ensure that bill payments are up to date towards the end of a tenancy, to avoid any non payment problems. (Data protection may impose some restrictions.) Landlords are liable for the bills for any services used during a void period. It is helpful to notify new tenants of the name of the existing suppliers if known, as there are now so many.

Where there are common parts, in Houses in Multiple Occupation, there may be a separate electrical and gas supply. These are generally in the Landlords name.

If payment meters are provided in the property, there must be a separate and guaranteed landlord supply to the fire alarm system and emergency lighting.

The council routinely gets notified of any disconnections by the utility companies. We have a legal duty to take the necessary emergency action in these situations to safeguard the health, safety and welfare of the tenants. Our role may be to work with the utility firm to ensure continuity of supply and recouping the costs from the relevant parties, whether they be the landlord or the tenant.

Changing the rents

Landlords/Agents are able to charge a market rent to reflect the local situations, but in some cases there are restrictions as to the frequency and amount of any increase. In general there needs to be at least one month/rental period notice of any increase.

Rent levels can be changed at any time (providing that it is not a regulated/protected tenancy) and that the tenant is in agreement.

For assured tenants (not assured shorthold), the rent can be increased if one month notice is given. In some cases the tenant can then appeal to the Residential Property tribunal if they feel that the increase is unjust.

With Fixed period tenancies, it is only possible to change the rent at the end of the fixed period, e.g. at the end of 6 months tenancy. There are exceptions if the tenant agrees and if specific forms are used, or if there are provisions in the tenancy agreement for a rise.

With regulated tenancies a fair rent is charged. There can only be one rent increase every 2 years, and the increase is set by the Rent Service, their contact details are included in the Sources for Information section at the end of the guide. In some cases there is a right of appeal to the Residential Property Tribunal.

More details on changing rents are found in Chapter 6.

Financial assistance for landlords

If a tenant is on a low income or elderly, there are Government Schemes that may be applied for to make improvements in terms of heating/energy efficiency, e.g. the Warm Front Scheme. Please contact the council's energy efficiency officer on 0151 356 6953 for up to date advice and incentives.

The Treasury has also made changes to the Landlords Energy Saving Allowances (LESA). This means that tax up to £1,500 (per building) can be claimed for loft, cavity wall and solid wall insulation works. Please contact the Inland Revenue for more details.

In addition to the above, grants are also available for elderly / disabled tenants for adaptations to help them remain at the property. A Community Occupational Therapist will assess your tenant to see if a Disabled Facilities Grant is required, please contact the Private Sector Housing Team on 0151 356 6493.

If you would like more information about the availability of financial assistance, you should contact the Private Sector Housing team or check the website, www.cheshirewestandchester.gov.uk for the current Home Assistance Policy. Financial incentives and benefits are also available to members of Cheshire West and Chester's Landlord Accreditation Scheme. Please note that all schemes and availability are subject to available resources.

Duties of Tenants

A tenancy is a legal agreement and with it comes rights and responsibilities. Much of this guide has looked at role of landlords and agents. Tenants also have duties to comply with legislation. Organisations such as Shelter and Citizens Advice will give details on the duties of tenants. This Chapter gives a brief overview of some of the duties of tenants.

General Duties

Tenancy agreements should clearly state the landlord's expectations. Tenants have a duty to ensure that they are up to date with the rent and other bills. There is also a duty to take care of the property, ensure it is not left empty, and to co-operate with the landlord/agent as is necessary. The tenants must not deliberately damage anything and meet the conditions of the tenancy contract.

The tenant has a clear duty to take reasonable care and not damage or disable any fire precautions or installations and not obstruct any means of escape, as this may affect the safety of themselves and other tenants.

If a landlord/agent needs access to the property they must give at least 24 hours notice and arrange a mutually convenient time. They must not enter the property without permission except in an emergency. Please see *Becoming a Good Landlord* chapter for details.

The residents must take reasonable care not to hinder or frustrate the landlord/agent in carrying out their duties or prevent them from entering the accommodation at reasonable times to carry out their duties, especially in relation to conducting any repairs.

The Management of Houses in Multiple Occupation Regulations made under the Housing Act 2004, place responsibilities on residents of HMOs to make sure that the landlord/agent is able to do his or her job without distraction and to make sure the house is safe. The tenants must supply the landlord/agent with any information as they may reasonably need to carry out his or her duties. (See Chapter 13 on HMOs for more details.)

The regulations also require the tenant to take reasonable care to avoid causing damage to anything which the landlord/agent has a duty to supply, maintain and repair. In addition the tenant must comply with the landlord/agent in respect of the means of escape in terms of fire, the prevention of fire, and the use of fire equipment.

Noise Nuisance and Antisocial Behaviour

The tenant is also responsible for the behaviour of any visitors to the property, and they must ensure that anyone staying with or visiting them does so in accordance with the tenancy agreement. (In certain properties there may be restrictions on the number of people that are allowed to be present, and overnight guests may be prohibited in terms of fire safety and the number of amenities.)

A landlord and agent have a duty to ensure that tenants (as far as is practicable) do not cause a noise nuisance to neighbours. It is advisable for conditions to be in the tenancy agreement to prevent noise nuisance, and to prohibit them from holding parties which could cause nuisance.

If there are building works at the property, these must be carried out at a reasonable time as to minimise any disturbance to the tenants and neighbours. In addition, if there is any intruder alarm at the building, it must be fitted with a 20 minute cut out device to minimise any disturbance. Tenants must be fully briefed in the switching off of the alarm system.

The Council has power to take action against tenants if they are causing a nuisance, and in some situations action may also be taken against the Landlord/Agent.

There have been a number of cases where noise equipment is seized, or a prosecution is made in the Magistrates Court and heavy fines have been imposed. In some cases, there may also be a requirement to improve the sound insulation to the property.

If tenants are affected by noise from neighbours, the Environmental Protection Team at Cheshire West and Chester Council may be able to help, tel 0300 123 8 123.

Anti social behaviour is not tolerated in the private rented sector or other forms of tenure. The Council has officers that deal with antisocial behaviour. For more information please contact 0300 123 8 123.

House Conditions

The type and terms of the tenancy agreement will determine the level of responsibility that the tenant has in terms of the upkeep of the property.

Generally the Landlord/Agent is responsible for the structure of the building, the utilities, drainage, heating and repairs and maintenance to the outside of the property. Often it is the tenant's responsibility to ensure that the internal decorations, fixtures and fittings are kept in a clean and reasonable manner. (This does not apply to fair wear and tear).

The tenant also has a duty to report any disrepair and defects promptly to the Landlord or the Agent and must ask for permission to make any improvements or alterations.

Refuse storage and collection

Tenants should ensure that refuse is securely stored at all times to avoid potential health risks. They should be aware of the collection day for their particular area and encouraged to make full use of the recycling facilities provided. See the Chapter on Minimising Hazards in the Property, Chapter 9, for more details. Generally it is the tenant's duty to ensure that refuse does not accumulate in the property and that it is

disposed of correctly. For HMOs the landlord must provide suitable communal refuse storage containers/receptacles.

Rent and Bill Payments

The tenant has a duty to keep the rent and bills up to date. Normally this is in advance. If there are any difficulties in terms of rent payment, it is important to be in communication to ensure that a suitable resolution is found. Being more than 8 weeks in arrears is grounds for eviction. If a tenant is in receipt of Housing Benefits / Local Housing Allowance they have a duty to ensure that the Housing Benefit Team are advised of any changes in circumstances (tel. 0300 123 7021)

Depending on tenancy conditions, tenants are usually responsible for payments to utility companies. Some utility companies may however chase a landlord/agent for any non payment of bills. In these cases it may be advisable to ascertain if there are any arrears near to the end of the tenancy, this will help prevent any disputes. There may also be charges for any reconnections and penalties for late payment. The tenancy agreement may require the landlord's permission to change the supplier of the gas, electricity etc.

The tenant must ensure that there are not any outstanding monies at the end of the tenancy.

More information is available in Chapter 14, Financial Matters.

Every tenant has the right :

- to sound, safe and well managed property
- to know the terms of the tenancy
- to know the name and address of the landlord or agent
- to a decent standard of repair in the property, and secure accommodation
- to "quiet enjoyment" while living in the property
- to proper notice if the landlord or agent wishes to inspect the property - except in an emergency
- to proper notice if the landlord or agent wants the tenant to leave
- to leave at the end of the tenancy, or leave earlier if the landlord or agent agrees
- to a Court Order if he or she doesn't leave during the notice period (as long as the tenant does not share facilities with a resident landlord).

The Role of the Local Authority - Housing Services

Housing Advice

The Housing Service, consisting of Private Sector Housing, Strategic Housing, Supporting People and Housing Solutions are able to give advice to landlords, tenants and prospective tenants on a whole range of housing issues. The teams also promote other organizations who may be able to provide further guidance and assistance. This includes organisations such as Shelter, Citizens Advice, CATH and CLASP. Their contact details are found in the Sources of Information Chapter.

The Service has a full range of advice leaflets which are available from the website: www.cheshirewestandchester.gov.uk and from most council buildings with a wealth of information for landlords from mortgage rescue advice to how to deal with mould and condensation.

Private Sector Housing Team

The Private Sector Housing Team aim to improve the standard of the private rented properties by working with Landlords/Agents, tenants and other partners. The team are here to help and give advice. If we don't know the answer, we will point you in the right direction.

There is a whole raft of legislation that covers the Private Rented Sector, and our role is to help ensure that everyone understands their rights, responsibilities and duties with respect to renting properties. The Private Sector Housing Team has a number of initiatives to achieve this:-

Landlords Forum

This is an opportunity for Landlords to come together to discuss matters that are of interest to them. Meetings are held approximately 3 times a year and are open to all landlords and those responsible for renting property. Meetings are free, and are held early evening, starting around 6pm and last about 2 hours. Around 100 landlords attend, and it is an ideal opportunity to meet and discuss, formally or informally, relevant issues. If you would like to attend the meetings or receive copies of the minutes, please contact the Private Sector Housing Team on 0151 356 6472 or email privatehousing@cheshirewestandchester.gov.uk, and we will add your details to the mailing list.

Letting and Managing Agents Forum

Building on from the success of the Landlords Forum, a separate forum has been set up to look at issues that are of particular interest to Letting and Managing Agents with clients/properties in the Cheshire West and Chester Area. If you would like to attend, or feel that the agents you use may like to attend, please contact the Private Sector Housing Team, and you can then be added to the mailing list for meeting notifications, and minutes. Meetings are usually held during office hours.

Landlord Accreditation Scheme

Cheshire West and Chester Council's Accreditation Scheme is designed to recognise good quality, well managed privately rented accommodation. It is supported by Cheshire Fire Service, University of Chester, the College of Law, Christleton, the Student's Union and other voluntary housing bodies.

It is a voluntary scheme which covers all types of privately rented property, from single houses occupied by families, to all categories of houses in multiple occupation. Landlords can apply to the Council for their properties to be given accredited status by completing a simple application form, which is available from the Private Sector Housing team. The property will be visited by an officer from the team who will assess whether it meets the standards required and is well managed. They will also be requested to supply the Council with, for example, annual gas safety certificates, tenancy agreement etc. Accreditation lasts for 5 years.

There is already comprehensive legislation which allows the Council to deal with property which fails to meet the basic statutory standards, and this will continue to be implemented when necessary to deal with unsatisfactory conditions. The Accreditation Scheme highlights those properties at the other end of the spectrum - that is, properties of a good standard which are well managed and maintained.

The standards are based on existing legislation and cover areas including:

- Gas and electrical safety
- Fire precautions
- Furniture safety (if the property is let furnished)
- Housing standards and conditions
- Repair and management of the property

After the initial inspection by the Council, the landlord will be asked, at the end of each year, to certify that the property still complies. This self-certification will be supplemented by a percentage of spot checks and an automatic visit and re-appraisal if a complaint is received. A new application must be made for each property at the end of the five year period. There is a nominal fee for accreditation, for the 5 year period.

Owners of accredited properties benefit from the scheme in several ways. They will have access to accommodation lists held by the local university and colleges and are likely to be recommended by word of mouth from one group of tenants to the next. Landlords and Agents can be confident that they will have taken all reasonable steps to safeguard the health, safety and welfare of their tenants and will have reduced the possibility of legal enforcement action by the Council. Tenants also have the reassurance that the property has been inspected and meets the necessary standards. Other incentives such as reductions with local suppliers are also available.

For further details of the Scheme, please contact the Private Sector Housing Team on 0151 356 6472. An application form and details can also be downloaded from the Cheshire West and Chester website- details at the back of the guide.

HMO Licensing

From April 2006 certain Houses in Multiple Occupation (HMO's) are required to have a licence under the Housing Act 2004. In essence, a licence is required when:

- there are 5 or more unrelated people, and;
- there is sharing of amenities such as a kitchen or bathroom, or if the property was converted into self contained flats without meeting the 1991 Building Regulation standards, and;
- the building has 3 or more stories.

The aim of licensing to ensure that Landlords of HMOs are fit and proper people, (or their managers are), that HMOs are suitable for occupation by the number of people and the standards of management are adequate. The Local Authority has powers to ensure that all licensed properties are brought up to the required standards.

There is a fee for licensing, and the licence lasts for up to 5 years. Failure to have a licence is an offence, and in certain situations, tenants may be able to apply to have their rents returned for any periods when there was no licence in place.

Further details are given in Chapter 13. If you are unclear whether your property must be licensed, please contact the Private Sector Housing Team for advice.

NB If I don't need a licence, do I still need fire precautions?

Yes. Although not a licensable HMO, the property is still an HMO. See the chapters on HMOs and Sources of Information for more details. (Chapters 13 and 17)

Housing Standards Inspections

The Decent Homes Standard was introduced by the Government to ensure that everyone in the country has the opportunity of good quality housing. It applies to owner occupiers and those renting, whether from a private or a social landlord.

A Decent Home is one which is wind and weather tight, warm and has modern facilities. It must meet the minimum standard required by law (absence of Category 1 hazards under HHSRS), is in reasonable state of repair, has a kitchen which is less than 20 years old, a bathroom which is less than 30 years old, is of a reasonable size and has efficient heating and effective insulation.

The Private Sector Housing team carry out inspections to help owners to bring their properties up to the Decent Homes Standard. Prior to 2006 this was done using the fitness standard. This standard was felt to be outdated and did not reflect current housing needs and conditions, so was replaced by the Housing Health and Safety Rating System (HHSRS), under the Housing Act 2004. This is a risk assessment approach, looking at 29 hazards that are found in

the home, and relating them to the occupants, and potential occupants. More analysis in relation to the potential for accidents/injury is required along with judgements about the severity of any harm, from hospital admission to fatality. The 29 areas that are assessed are outlined in Chapter 9, Minimising Hazards in the Property.

It must be noted that there are hazards present in most properties, e.g. electricity and staircases, but the Housing Health and Safety Rating System, requires the Private Sector Housing Team to look at the type, age and condition of the property and the likelihood of someone becoming injured within the next 12 months. A statistical formula is then applied, which is used as a basis for determining if remedial action is required. Serious hazards are classified as "category one hazards" and must be addressed as soon as practicable to ensure the property meets the minimum standard required by law. The inspecting officer will provide details of any hazards identified at your property and recommendations on how to resolve them.

If you would like more information on the HHSRS or the Decent Homes Standard, please refer to the Sources of Information Chapter, or contact the Private Sector Housing Team.

Enforcement Protocol

Good relationships have been fostered between Landlords/Agents and Private Sector Housing Officers over recent years. Standards have been raised through education, encouragement, co-operation and though the demands of tenants in a highly competitive private rented sector.

The Private Sector Housing Team aims to continue working in this way, however there are times when the legislation needs to be enforced in order to ensure the safety and well-being of tenants and to ensure the property does not cause harm to others.

Cheshire West and Chester Council has a Corporate Enforcement Policy to help promote efficient and effective approaches to regulatory inspection and enforcement, which improve regulatory outcomes without imposing unnecessary burdens. This is in accordance with the Regulator's Compliance Code. As part of this Corporate Enforcement Policy, Private Sector Housing have an Enforcement Protocol dealing with the practical application of enforcement procedures that will be used to achieve compliance with housing related legislation. It sets out what owners, landlords, their agents and tenants of private sector properties can expect from officers. Both documents can be downloaded from www.cheshirewestandchester.gov.uk or by contacting the Private Sector Housing Team.

Enforcement, in the context of the Protocol is not limited to formal enforcement action such as prosecution, but includes for example, the inspection of premises for the purposes of checking compliance with legislation and the provision of advice. It covers promotional of housing standards, informal warnings and formal action such as prosecution, service of legal notices and the Local Authority undertaking work in default and recovering the cost from the owner.

There is a whole raft of other legislation that applies to rented properties. This includes building control, planning, noise, litter, drainage, trading standards etc. It is beyond the scope of this guide to discuss these in detail, however, if you would like any advice or guidance, please contact the Private Sector Housing Team who will be happy to assist, or to refer you to a named officer in the correct department. It is also worth noting that in addition to the Local Authorities legislative duties, there is also the option for the tenant to take civil action. This can be easily taken without the need for a solicitor.

Financial Assistance for Landlords

If a tenant is on a low income or elderly, there are Government Schemes that may be applied for to make improvements in terms of heating/energy efficiency, called the Warm Front Scheme. Please contact the council's Energy Efficiency Officer on 0151 356 6953 for up to date advice and incentives.

In addition to the above, grants are also available for elderly / disabled tenants for adaptations to help them remain at the property. A Community Occupational Therapist will assess your tenant to see if a Disabled Facilities Grant is required, please contact the Private Sector Housing Team on 0151 356 6493.

Owners of long term empty properties may also be eligible for a grant to bring the property back into use and financial incentives are available for members of the Landlords Accreditation Scheme.

If the money required is less than £1,000, landlords are encouraged to apply to the Cheshire West Credit Union tel. 01244 399006 or 0151 355 7430.

If you would like more information about the availability of financial assistance, you should contact the Private Sector Housing Team or check the website, www.cheshirewestandchester.gov.uk for the current Home Assistance Policy. Financial incentives and benefits are also available to members of Cheshire West and Chester's Landlord Accreditation Scheme. Please note that all schemes are subject to available resources.

Empty Properties

With a high demand for housing in the area, properties that are empty are a wasted resource, and can cause problems for the community. The Empty Property Officer in the Private Housing Team works to ensure that empty properties are brought back into use as soon as possible and are in the interim kept tidy, safe and secure. For more information please contact the Empty Property Officer on 0151 356 6473.

Housing Solutions Team

As part of Cheshire West and Chester's Housing Solutions Team, The Private Sector Liaison Officer (PSLO) provides an advisory service for landlords and their tenants regarding all aspects of tenancy regulation, and is able to liaise between both parties to resolve any problems that may arise.

The Housing Solutions Service seeks to prevent homelessness wherever possible, and as such, the Private Sector Liaison Officer is available to resolve problem situations and avoid unnecessary evictions.

The Private Sector Liaison Officer can:

Work between the tenant and landlord to mediate successful tenancies and avoid unnecessary evictions
Keep you informed on housing law and tenancy regulation
Give you successful tips and advice on maintaining a good relationship with your tenants
Assist you in advertising and finding suitable tenants for your privately rented accommodation.
Fast track Housing Benefit claims
Access the Bond Guarantee Scheme and Homelessness Prevention Fund
Make referrals to Floating Tenancy Support providers who can provide additional, intensive support to tenants

You should contact the PSLO as soon as possible if you:

Have a tenant who is struggling to pay rent or has accrued rent arrears
Are considering serving a notice and it may leave the tenant in a vulnerable position
Are unsure about your rights and responsibilities

Supporting People Team

Supporting People is a national programme that aims to enable adults with housing related support needs to live independently. This is done through different types of support such as sheltered housing; help with budgeting; developing social and life skills; understanding and managing a tenancy and accessing other services.

In Cheshire the programme supports around 12,000 vulnerable adults, for example older people, people with learning disabilities, teenage parents and people experiencing homelessness. Supporting People is a working partnership of the Council, health, probation, support providers and service users. For further information and services available in this area see www.cheshirewestandchester.gov.uk/social_care_and_health or phone 01606 275 712.

Housing Strategy Team

The aim of the Council's housing strategy is to improve the quality of life for people in Cheshire West and Chester. Our vision is to provide a housing offer that supports the creation of balanced, sustainable communities and the regeneration of the Cheshire sub-region's most deprived neighbourhoods, through effective lobbying, partnership working and community engagement, to create a sub-region where all residents can achieve independent living in good quality, affordable homes that are appropriate to their needs.

The four main priority areas are:

- Increasing the supply of affordable housing
- Making the best use of existing housing stock

- Meet the housing and housing-related support needs of the most vulnerable residents
- Increasing the supply of market housing

These priorities will be delivered working together with all those that have an interest and stake in housing, by

developing shared approaches to the issues we face and adding value through effective partnerships.

For more information on the Housing Strategy, especially if you would like to be involved, please contact the Housing Strategy and Enabling Manager on 01244 402265.

Sources of Information

Useful Contacts

Having good accurate and up to date information is the key to being a good landlord/agent. We hope that this landlords and letting agents guide will help you meet your requirements. There are however a number of other sources of information that may be able to help. This chapter looks at some of the sources of information that may be able to help you with your work. It also includes some record forms and a diagram of what constitutes a fire door. If you have any questions or comments, please contact the Private Sector Housing Team and we will be happy to help or point you in the right direction.

Our address is
Cheshire West and Chester Council
Council Offices
4 Civic Way
Ellesmere Port
CH65 0BE

We are located next to the Civic Hall in Ellesmere Port

Telephone 0151 356 6472
Fax 0151 356 6545
Website www.cheshirewestandchester.gov.uk
Email privatehousing@cheshirewestandchester.gov.uk

For general advice and information on private rented housing, the HMO Licensing Scheme and the Landlord Accreditation Scheme you should contact Cheshire West and Chester Council's Private Sector Housing Team on 0151 356 6472.

Landlords Forum

The Landlords Forum meets 3 times a year. Usually in a venue convenient for all areas of the authority starting around 6pm on a midweek evening. Meetings are well attended and it is an opportunity to meet other landlords and get advice. If you are not able to attend, you can still keep up to date by being on the mailing list and receiving copies of the minutes. If you would like to be on the mailing list, please contact the Private Sector Housing Team on 0151 356 6472.

Through the Cheshire West and Chester Councils Website you can find information about all the Councils services and there are a number of useful links. Details can be found at www.cheshirewestandchester.gov.uk

Information is available on all Private Sector Housing matters, Planning, Building Control, Energy Efficiency, Noise, Refuse, Housing Benefits claims etc.

Council Services and Advice Line: Tel: 0300 123 8 123

For advice on
Planning issues.
building control &
structural issues.
Housing Benefit

Noise and pollution issues.
Energy efficiency.
Environmental protection.
Food safety.
Pest control
Refuse/recycling
Anti- social behaviour
Community safety

Trading Standards 0845 404 0506

Finding Tenants

The Councils Private Sector Liaison Officer can assist you in advertising and finding suitable tenants for your privately rented accommodation contact 01606 353 546 (Winsford Office), 0151 356 6868 (Ellesmere Port Office) 01244 305487 (CDHT / Chester Office) for further details. There are a number of agencies on the internet that are able to match tenants with properties for rent. A number can be found through the search engines, looking to rent in Cheshire West and Chester, these included Rightmove.co.uk and Netrent.co.uk

Student Accommodation

www.chesterstudent.co.uk a website for Chester students and Chester landlords.

www.chester.ac.uk/accomodation/ Website for University of Chester and the accommodation office is part of the facilities section.

University College of Chester 01244 511000

The Chester College of Law also provide an accommodation service for its students. www.college-of-law.co.uk
College of Law 01483 216000

www.therentservice.gov.uk is able to provide information about rent and benefit levels.

Rent Officer Service 01925 843900

Housing Advice

www.england.shelter.org the website for Shelter the charity that gives advice on housing matters. Shelter Help line 0844 515 2315

www.citizensadvice.org.uk - Access to information from the Citizens Advice Bureau

www.ihos.org - deals with disputes about certain landlords/Housing Associations

Chester Lodging & Support Project (CLASP) 01244-318728

Chester Aid to the Homeless (CATH) 01244 314834

Turning Point for drug and detox issues 01244 314320

Chester and District Housing Trust 01244 305503
Homeless Persons Unit - CDHT 0808 100 7701

Weaver Vale Housing Trust 01606 813470

Cheshire West and Chester Lettings (Ellesmere Port area)
0151 356 6524/6525

Housing Solutions Teams
Chester 01244 305487
Ellesmere Port 0151 356 6868
Vale Royal 01606 353 546

Housing Standards and Maintenance

PropertyHome/HousingHSRatingGuide/tabid/418/Default.aspx this provides a landlords guide to the Housing Health and Safety rating system which covers that standards to be applied to minimise hazards in properties.

Federation of Master Builders, provides links to local builders etc www.fmb.org.uk

Gas

Gas Safe 0800 408 5500
Health and Safety Executive /
Gas Safety Advice line 0845 345 0055
Transco - emergencies 0800 111 999
Meter number helpline 0800 074 0745

(used only to obtain details of shipper or supplier where there is no record)

Oil Systems

OFTEC 0845 658 5080

Electricity

MANWEB/SCOTTISHPOWER – emergencies 0845 272 2424
OFGAS/OFGEM (Regulatory body) 08454 04 0506
Authorised competent person self certification schemes for Electrical works under Part P of the Building Regulations

NICEIC Ltd	0870 013 0458
ECA	01925 755 449/020 7313 4800
BRE Certification Ltd	01923 66 4000
BSI	0845 076 5600
NAPIT Certification Ltd	0870 444 1392

Water

Dee Valley Water	01978 846946
United Utilities (Water)	0845 746 2200
Environment Agency	08708 506 506

Fire Safety

Fire Prevention Officer,	01244 322222
Cheshire Fire Service	www.cheshirefire.gov.uk

Cheshire Constabulary

Crime Prevention Officer	01244 350000/0845 4580000
--------------------------	---------------------------

Legal Advice

There are a number of websites with legal advice for landlords and property renting. These can be found via the search engines. Some of the following may be of use.

www.hmcourts-service.gov.uk - The court service and online access to legal forms and claims/eviction procedures, and small claims procedures.

www.rpts.gov.uk Information about the Residential Property tribunal, for hearing cases about Local Authority Notices, licensing, changing rents etc.

Residential Property Tribunal Service
First Floor
5 New York Street
MANCHESTER M1 4JB
Tel: 0845 100 2614
Fax: 0161 237 3656 or 0161 237 9491

www.oft.gov.uk the website for the Office of Fair trading
The following are some of the many websites available with legal advice and contact details for solicitors on housing/landlords - the search engines provide many more
www.lawsociety.org.uk
www.lawpack.co.uk
www.landlordlaw.co.uk
www.lag.org
www.communities.gov.uk

Information from the Department of Communities and Local Government including information about Housing Act legislation and the tenant deposit scheme.

Deposit Protection Schemes

DPS www.depositprotection.com 0870 707 1707

Tenancy Deposit Solutions www.mydeposits.co.uk 0871 703 0552

The Dispute Service www.thedisputeservice.co.uk 0845 226 7837

Practical advice

There are a number of firms that provide Tenant Referencing services which many landlords find useful. If you are a member of a professional landlord organisation there may be preferential rates or free access to certain companies.

Using the search engines will provide you with a number of firms who provide such a service these include www.paragonadvance.com/landlord/sitefiles/referencing.cfm, and www.austinmyer.com/

A number of websites can be found through the search engines which give figures in relation to mortgages and the buy to let market. These include the mortgage calculator found on a number of websites e.g. www.mortgages.co.uk

www.hmrc.gov.uk The inland revenue website for information about tax and financial matters.
The Tax Office 08459 000 404

Landlord and Letting Agent Associations

There is a whole host of Landlord associations that offer advice and guidance to landlords and letting agents. They include forms and advice on tenancy agreements, inventories, references etc. A number of these can be found by searching on the internet and by using directories such as www.landlordzone.co.uk For example the website for the Residential Landlords Association is at www.rla.org.uk, the NRLA, www.NRLA.co.uk, NLA, www.landlords.org.uk.

There are also organisations such as the Association of Residential Letting Agents (www.arla.co.uk), Royal Institute of Chartered surveyors (www.RICS.org), and the National Association of Estate Agents (www.naea.co.uk) provide advice and guidance.

The National Approved Letting Scheme also promotes best practice in lettings and management by agents, and such firms are then able to be accredited. For more details please refer to www.nalscheme.co.uk

Membership of a professional organisation is strongly recommended.

BASIC FIRE SAFETY MEASURES GUIDE

Multi-tenanted Properties (does not apply to Self contained flats).

The basic philosophy to assist escaping from a fire in a multi-tenanted property is provided by:

A) Fire Detection and Alarms.

Automatic fire detectors sound the fire alarm alerting the occupiers there is a fire. The type of systems will depend on the number of floors in the property. Automatic fire detectors include smoke detectors and rate of rise heat detectors in the kitchen.

Where accommodation is provided on 3 floors, or more, an L2 type system is required (Installed in accordance with BS 5839 Part 1: 2002). This has detectors and alarms located in each of the rooms and in the hall and landing areas, and a control panel usually located in the hallway.

Where accommodation is provided on less than 3 floors, detection is required in the kitchen, and in the hall and landing and all rooms (BS 5839 Part 6:1995) Referred to as an LD2 or Part 6 system. Additional detection may also be required.

B) Fire doors

Fire doors must be of a suitable construction to give 30 minutes protection (BS476). They must be fitted with a smoke seal, intumescent strip and a self-closing mechanism.

In most two storey properties a fire door is required leading from the kitchen (or living room if the room leads to the

kitchen) and for all habitable rooms that lead onto the means of escape. (Contact Private Sector Housing or the Fire Service for details).

In 3 storey properties, fire doors are required on all doors which lead on the escape routes (i.e. rooms that lead onto the hall or landing).

Fire doors may also be required on the bathrooms where there is an electric shower.

C) Other Measures

In 3 storey properties emergency lighting is required on escape routes (to comply with BS5266).

Staircases (from basements or with storage cupboards underneath)must be suitably protected and plasterboard extended to ensure the whole of the staircase is sealed (underdrawn).

Fire extinguishers and fire blankets are also required.

THIS LIST IS NOT EXHAUSTIVE- PLEASE CONTACT THE PRIVATE SECTOR HOUSING TEAM FOR ADVICE

NB All works must comply with the relevant British Standards. If you need any advice please contact Private Sector Housing, 0151 356 6540 or Chester Fire Station 01244 322222. Landlords should carry out a fire risk assessment to determine the level of protection required in their individual property, using the self assessment form overleaf.

INTERIM FIRE SAFETY MEASURES

Implementation of the above works takes time and the following URGENT measures are required immediately.

Fit domestic smoke detectors in all escape routes (i.e. stairways and corridors) and rooms, which adjoin an escape route. The kitchen must be fitted with a heat detector.

Ensure that all occupants have an interim escape route other than the main staircase. For the ground and first floor an openable window is generally acceptable. Second floor rooms must only be used if occupants are able to escape onto a flat roof or other safe structure.

The self assessment form is provided to help you assess the current provision in your properties.

ANY DOUBTS SEEK ADVICE (as above)

FIRE SAFETY SELF ASSESSMENT FORM

ADDRESS OF PROPERTY:

INSIDE THE PROPERTY

UP TO TWO STOREY PROPERTIES

- | | YES | NO |
|---|--------------------------|--------------------------|
| • Is a fire alarm/detection system, fitted which complies with BS 5839. (i.e. a hard wired Part 6 system with detectors in the kitchen, living room, hall and landing)? | <input type="checkbox"/> | <input type="checkbox"/> |
| • As an <u>interim measure</u> are single point domestic smoke alarms fitted to all rooms? | <input type="checkbox"/> | <input type="checkbox"/> |

THREE (OR MORE) STOREY PROPERTIES

- | | | |
|---|--------------------------|--------------------------|
| • Is a fire alarm/detection system, fitted which complies with BS 5839. (i.e. a hard wired L2 system with detection in each room and a central control panel.)? | <input type="checkbox"/> | <input type="checkbox"/> |
| • As an <u>interim measure</u> are single point domestic smoke alarms fitted? | <input type="checkbox"/> | <input type="checkbox"/> |

BASEMENTS (Is there a basement in addition to the above?) If so,

- | | | |
|--|--------------------------|--------------------------|
| • Is there fire protection to ceiling, staircase, and access door? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Is the area kept empty and locked or detection fitted? | <input type="checkbox"/> | <input type="checkbox"/> |

DOORS

- | | | |
|--|--------------------------|--------------------------|
| • Do the front and back doors open easily and fully? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are they openable from the inside without use of a key? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are suitably fitted fire doors provided to the kitchen (and /or living room) and all habitable rooms that lead onto the means of escape (ie bedrooms). | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are all other internal doors in place and well fitting? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Where locks are provided on internal doors (bedrooms), are they openable from the inside without the use of a key? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Is the brickwork and plaster around the doors in good condition? | <input type="checkbox"/> | <input type="checkbox"/> |

HALL, STAIRS AND LANDINGS

- | | | |
|--|--------------------------|--------------------------|
| • Is a notice displayed advising of the emergency evacuation procedures? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are these areas clear of obstructions, storage and trip hazards? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Are procedures in place to ensure these areas are kept clear? | <input type="checkbox"/> | <input type="checkbox"/> |

OTHER FIRE PRECAUTIONS

- | | | |
|---|--------------------------|--------------------------|
| • Are fire extinguishers located on each floor and in the kitchen? | <input type="checkbox"/> | <input type="checkbox"/> |
| • Is a fire blanket and CO ₂ /Dry powder extinguisher provided in the kitchen? | <input type="checkbox"/> | <input type="checkbox"/> |

- Have the gas and electric supply and appliances been examined by a competent person?

OTHER ESCAPE ROUTES

- If other escape routes are provided e.g. external stairs, do the access door(s)/window(s) open easily and fully without the use of a key?
- Could you or anyone else who is going to live in the property physically get through any window provided for escape?

YES

NO

- Escape routes may pass through adjoining rooms or property. If so, are these areas clear of obstructions and storage. Can you walk the route from start to finish?
- Are other escape routes clearly marked?

MANAGEMENT

- Do you check the Fire alarm system on a weekly/monthly basis?
- Are the fire extinguishers on an annual service contract?
- Is a notice displayed advising of the emergency evacuation procedures?
- Are tenants aware of the emergency contact procedures?
- Are tenants prohibited from using candles?
- Are paper lampshades prohibited?
- Are tenants required not to use chip pans?

OUTSIDE THE PROPERTY

- Where external stairs/ladders are provided, do they look to be in good condition?
- Would you use them in an emergency?
- Are they free from obstructions e.g. storage, vegetation etc?
- If lighting is provided, does it work?
- Do all escape routes lead to a place of safety?
- Is there a way out of enclosed yards/gardens etc?

The aim of most of the items in this checklist is to protect the escape routes from fire and keep them relatively smoke free, allowing you enough time to escape safely. Smoke alarms do not prevent a fire from starting nor do they put a fire out, BUT they can give those precious few minutes of warning, which could help residents.

Sign

Date

Name

Contact address

Telephone no.

Please return to Private Sector Housing, Cheshire West and Chester Council, 4 Civic Way, Ellesmere Port CH65 0BE

FIRE DOOR GUIDE

In this guide, fire doors are referred to FD30 when tested in accordance with BS476: Part 22 and have achieved a fire resisting performance of 30 minutes. In the majority of cases the term FD30S is used. This stipulates the requirement of a smoke seal.

Intumescent strips and smoke seals are required around the edges and top of the door. These can either be fitted to door or the architrave. The fire door or the architrave can be routed for the strip, or self adhesive strips are now available than can be applied to the door frame without any need for joinery work.

Approved self closing devices in accordance with BS 6459 door closers are required. These can be overhead closers or Fire service approved self closing hinges.

Management is required to ensure that the fire doors are not propped open.

All fire doors are to close fully onto their rebates and when closed should have no more than a maximum gap of 4 mm between the door and frame (approximate width of a £1 coin.) The gap at the base of the door is less prescriptive.

Each rebate must have a minimum depth of not less than 12.5mm. Where the rebate is less than 12.5mm, it may be made up by planting additional timber onto the frame using a method of glueing and screwing a substantial timber (pine is not generally suitable.)

Fire doors must be hung on 3 x 4" hinges. All screws must be fixed.

In certain conditions, doors can be upgraded into fire doors using approved Trade products from Envirograf. Antifire is the local agent, based in Neston, and they can be contacted on 0151 353 1898. They will assess the door and determine if it is suitable for upgrading and provide you with the appropriate certification upon completion of the work.

Locks

All doors affording a means of escape in case of fire are only to be fastened in such a manner as to be easily and immediately openable from the inside when premises are occupied (without the use of a key.)

There is no objection of locks being fitted to bedroom doors provided they fall within the following criteria:-

- External locking should be by key only.

- Locks should not be self locking.

- The lock should not be capable of internal locking by key.

INVENTORY FORM

Address of Property:-----

Date:-----

Name of person completing inventory:-----

Signature:-----

Witness of inventory:-----

Tenant Verification:-----

LIST OF CONTENTS and a SCHEDULE OF CONDITION on a room by room basis

Kitchen – List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

Living Room/Dining room - List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

Bedroom 1 - List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

Bedroom 2- List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

Bedroom 3 - List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

Bedroom 4 - List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

Hall Stairs and Landing - List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

Bathroom - List of equipment and outline of condition

Comments about general condition, i.e. decoration, flooring, walls etc

General Comments - List of equipment and outline of condition

Utilities – current supplier, meter reading

GAS

ELECTRIC

WATER

Keys

The list of contents and schedule of condition contained in this inventory have been checked and verified.

Photographs are very useful for recording any existing damage and for keeping an accurate record of the condition. It is advisable to print these off and all parties sign and date them as a true record.

RENTING CHECKLIST

What you need to consider when starting to rent

- Tenancy Agreement with specific conditions (if applicable) Serve a S21 notice at the start of the tenancy.
- References/Guarantors/Tenant emergency contact details
- Deposit Protection scheme
- Inventory
- House file- emergency contact details and procedures
- Details on how to use any appliances, washing machines etc. etc
- Energy Performance Certificate
- Landlord Gas Safety Record
- Checks on all fire equipment/installations
- Checks on all electrical appliances and recent check on electrical installation
- Furniture complies with Fire Safety Regulations
- Insurance
- Council tax/bill payments/utility payments etc
- Cleanliness and decoration
- Good Internal and External condition
- Suitable locks

Index

Accelerated possession procedure
Accredited properties
Affordable Housing
Agents (Letting and Managing)
Agents Forum
Air changes
Antisocial behaviours
Asbestos
Assured Shorthold tenancies
Assured Tenancies
Balconies
Banisters
Bathrooms
Bedsits
Benefits (other)
Bills
Biocides
Black mould
Break glass points
Building control
Building Regulations
Building Regulations Electrical safety
Building Regulations Electrical safety
Call points
Carbon monoxide
Cleanliness
Collisions and Entrapment
Company tenancies
Condensation
Contractors
CORGI
Council tax
Credit checks
Damp
Decoration
Deposits
Disputes
Door closers
Drainage
Electric blankets
Electrical equipment
Electrical hazards
Electrical safety
Electrical Sockets
Emergency lighting
Emergency lighting
Empty Properties
Energy efficiency

Ergonomics
Evacuation procedures
Evicting tenants
Excluded occupiers
Explosions
Fair rents
Falls
Fire alarm control panels
Fire Alarm systems
Fire door upgrades (specialist paints)
Fire doors
Fire extinguishers
Fire precautions
Fireguards
Fixed term tenancies
Frost damage
Furniture (fire safety regs)
Gardens
Gas installation
Gas safety
Gas safety
Grants
Grounds for Possession
Gutters
Harassment
Hazards in the property
Heating
Heating
HHSRS
Hinges (for fire doors)
HMOs
Holiday homes
Homeless
Hot surfaces
Houses in multiple Occupation
Housing (supported)
Housing Act 2004
Housing Act 2004
Housing advice
Housing Affordable
Housing Benefit
Housing Partnership
Housing Strategy
Housing Strategy
Hygiene
Illegal Eviction
Insulation
Insulation works
Insurance
Intumescent strips

Inventories
Inventory forms
kitchens
L2 systems
Landlord /associations
Landlord checks
Landlords Forum
LD2 systems
Lead
Legionella
Letting Agents
Letting and Managing Agents Forum
Licences
Licences (tenancy type)
Lighting
Loans
Locks (doors
LPG heaters
Maintenance
Managing Agents
Managing and Letting Agents Forum
Means of escape
Moisture
Noise
Noise nuisance
Occupancy levels
Overcrowding
Part 6 systems
Partnership
Passive ventilation systems
PAT testing
Penetrating damp
Periodic tenancies
Pest control
Planning
Pollutants
Positive input ventilation
Pre tenancy determinations
Private Sector Leasing Schemes
Professional lets
Radon
RCDs
Receipts
References
Refuse storage
Refuse storage
Registered properties
Regulated tenants
Rent Act
Rent arrears
Rent assessment committee
Rent book
Rent Service
Rents
Repossession
Resident Landlords
Residential property Tribunal
Rising Damp
Room sizes
Room sizes
Security
Self closures
Self contained flats
Shared Ownership
Slips
Smoke Alarms
Smoke Seals
Space standards
Space standards
Sprinkler systems
Stairs
Stamp duty
Structural damage
Student houses
Supported Hosing
Tax
Temperature
Tenancy agreements
Tenants (Duties)
Toilets
Trickle vents
Unfair terms tenancy contracts)
Unlawful eviction
Unprotected tenants
ventilation
Volatile Organic Compounds (VOCs)
Warm front schemes
Wash hand basins
Water supply
WCs
Windows