

BENCHMARK STANDARDS

Introduction

The primary reason for the introduction of mandatory licensing of HMOs is to increase the protection that is given to tenants in such establishments, by ensuring that the accommodation provided is safe and of good quality. The nature of HMOs varies widely, but many of the most vulnerable members of society live in accommodation within this sector.

Newly built HMOs must meet the Technical Standards applied to all new buildings of the relevant purpose group. The same applies to conversions, alterations and where there is a change of use. It may be impossible to apply all those standards to older properties that are already HMOs. The benchmark standards below are to be used in the inspection of HMOs that are not newly built. These benchmark standards are intended to provide reference points for local authorities when deciding if a particular HMO offers an acceptable level of accommodation. However, an assessment may show that it is possible to achieve an equivalent level of accommodation or safety through different packages of measures and that would be equally acceptable.

The diagram below shows the relationship between HMO licensing and obtaining a warrant for building work.

Some of these benchmark standards have been extracted from the Technical Standards that apply to newly built HMOs. Others are based on existing practice, for example in environmental health matters, in areas where discretionary licensing exists. In considering the standards to apply, the working group that drew up the guidance was mindful of the need to set a reasonable level of accommodation and safety that could be met without placing too great a burden on the owners of HMOs.

1 Space Standards

Local authorities should ensure that properties are not overcrowded. The definition of overcrowding is as set out in Part VII of the Housing (Scotland) Act 1987.

Normally sleeping accommodation will be in the form of single or double bedrooms. Details are given in Annex A, which also provides for circumstances where this is not the case. Every bedroom or living room should also be capable of accommodating at least-

- a a bed; and
- b a wardrobe (except where a built in wardrobe of equal size is provided); and
- c a chest of drawers,

together with their associated activity spaces of the dimensions shown in Annex B.

2 Kitchens

Local authorities should seek to ensure that the following specifications are met.

2.1 Facilities

There should be:

- i Sinks – one for every six people. Sinks to have integral drainers.
- ii Adequate food storage for the number of occupants to be provided (lockable where requested by occupant(s)).
- iii Adequate impervious work surface to be provided.
- iv Where cookers are supplied – one for every six people.

2.2 Activity spaces

Cookers should be provided with the associated activity space of the dimensions shown in Annex C.

3 Sanitary Facilities

3.1 Sanitary facilities

There should be:

- a one WC for every five persons. (These should be located so that if they are not on the same level as the bedrooms they are no further than the next floor up or down.)
- b one bath or shower for every six people.

All persons living in the premises are to be included e.g. owner or manager where no separate exclusive facilities are provided.

3.2 Wash hand basins in toilets

Every toilet should have a washbasin within the toilet itself, or within an adjacent space providing the sole means of access to the toilet. The watercloset and washbasin should also be separated by a door from any room or space used wholly or partly for the preparation or consumption of food.

3.3 Water Supply

Hot and cold supplies should be suitable and sufficient for purposes.

3.4 Drainage

A building should be provided with a safe and hygienic drainage system in compliance with the relevant British or European Standards.

3.5 Location

Every bedroom should be located so that it is not necessary to pass through another bedroom in order to reach a bathroom, watercloset compartment, or circulation space.

4 Space Heating

4.1 Provision

Each bedroom and living room should have a fixed space heating appliance or be served by a central heating system, which may include any system of warm air or underfloor heating, capable of maintaining a temperature of 18 degrees Centigrade when the outside temperature is minus 1 degree Centigrade.

4.2 Liquid Petroleum Gas(LPG)

LPG type room heaters should be prohibited.

4.3 Solid fuel

4.3a A solid fuel appliance used in space heating should be approved by the licensing authority.

4.3b Annual inspection/cleaning of chimneys/flues should be carried out and a certificate provided stating that the system is functioning properly.

4.3c A solid fuel appliance should have a permanent supply of air either direct to the open air or to an adjoining space (including a sub-floor space) that is itself permanently ventilated direct to the open air. Air supply provided as follows will satisfy the requirement –

Traditional open flued fire: 50% of the cross-sectional area of the throat or the flue as appropriate; or

- ii Any other solid fuel appliance: a permanent air entry opening or openings with a total free area of 550 mm² for each kW of combustion appliance rated output over 5 kW.

4.4 Oil fired

4.4a An oil-fired appliance, other than a room-sealed appliance, should have a permanent supply of air for combustion either direct to the open air or to an adjoining space (including a sub-floor space) which is itself permanently ventilated direct to the open air. Compliance with Section 4 of BS 5410: Part 1: 1997 will satisfy this requirement.

4.4b An oil-fired appliance installed in a confined space should have a permanent supply of air for cooling in addition to air for combustion, either direct to the open air or to an adjoining space (including a sub-floor space). Compliance with Clause 4.4.3 of BS 5410: Part 1: 1997 will satisfy this requirement.

4.5 Gas fired

4.5a A gas-fired appliance should have an adequate supply of air for combustion. Compliance with the following British Standards will satisfy this requirement-

- for a decorative fuel-effect gas appliance, BS 5871: Part 3: 1991;
- ii for an inset live fuel-effect gas appliance, BS 5871: Part 2: 1991;
- iii for any other gas-fired appliance, BS 5440: Part 2: 1989.

- 4.5b A gas-fired appliance installed in a confined space should have an adequate supply of air for cooling in addition to air for combustion. Compliance with BS 5440: Part 2: 1989 will satisfy this requirement.
- 4.5c Annual certification that installed gas systems have been examined by a qualified person (CORGI registered), that they are functioning properly and ventilation is adequate should be provided.

4.6 Extract fans

Where an extract fan is fitted in the same room (or in an adjoining room) as an open-flued combustion appliance a spillage test should be carried out to ensure the combustion appliance is operating safely. Testing to the following guidance will satisfy this requirement-

- 4.6a for a solid fuel appliance, BRE Information Paper IP 7/94; (NOTE: An extract fan should not be fitted in the same room as an open-flued solid fuel appliance.)
- 4.6b for an oil-fired appliance, Clause 4.4.7 of BS 5410: Part 1: 1997 and OFTEC Technical Information Note TI/112; and
- 4.6c for a gas-fired appliance, Clause 4.3.2.3 of BS 5440: Part 1: 1990.

5 Lighting & Ventilation

5.1 Natural lighting

Every bedroom and living room should have a window or windows of an aggregate glazed area equal to at least 1/15th of the floor area of the apartment and situated in an external wall or roof, or in a wall between the room and a conservatory.

5.2 Ventilation

Every bedroom and living room should have a window or windows with an opening area equal to at least 1/30th of the floor area of the apartment and situated in an external wall or roof, or in a wall between the room and a conservatory. Kitchens, bathrooms, and waterclosets should either have natural ventilation (with a window or windows with an opening area equal to at least 1/30th of the floor area) or adequate mechanical ventilation.

5.3 Artificial lighting

There should be an electric lighting system providing at least one lighting point to every circulation space, bedroom, living room, kitchen, bathroom, watercloset compartment and other space having a floor area of 2 square metres or more. Any lighting point serving a stair within an HMO should have controlling switches at each storey.

6 Fire Safety

In order to ascertain the adequacy of the existing fire precautions within an HMO, a risk assessment should be carried out by or on behalf of the prospective licensee to establish both the risk of fire occurring and the risk to people in the event of fire. This would apply to everyone using the HMO and should take adequate account of any disabled people with special needs. The fire precautions recommended for all HMOs include

- means of detection and giving warning in case of fire;
- the provision of means of escape;
- the means of fighting fire; and
- the formulation of an emergency plan.

Experience has shown that the following essential elements should form the basic requirements for active and passive fire precautions in houses of multiple occupation with, of course, scope for flexibility in achieving the desired fire protection being available.

6.1 Detection and giving warning in case of fire

An HMO with more than six residents should be provided with a suitable fire detection and alarm system complying with 8S 5839: Part 1: 1988: Type L2. An HMO with up to six residents should be provided with either a suitable fire detection and alarm system complying with 8S 5839: Part 1: 1988: Type L3, or a system as set out in Annex D.

6.2 Means of escape from HMOs which are flats or maisonettes

a An HMO which is a flat or maisonette with a storey at a height of more than 4.5 m should be planned so that either:

it is provided with an exit through a door other than its main entrance; or

ii all living rooms and bedrooms are entered directly from a circulation space enclosed in fire resisting construction having 30 minutes fire resistance (integrity and insulation) and any door in the enclosures should be a fire door with 30 minutes fire resistance (integrity), and the distance to be travelled from any door of any living room or bedroom to the exit is not more than 9 m;

or

iii the distance to be travelled from any point within the HMO to the exit is not more than 9 m and the direction of travel is away from cooking facilities; or

iv sleeping accommodation, and that part of the circulation area which serves the sleeping accommodation and the exit to the flat, is separated from any other living room or kitchen by a construction providing at least 30 minutes fire resistance (integrity and insulation); and

A any door in this construction is a fire door with 30 minutes fire resistance (integrity), and

8 if that HMO has a storey at a height of more than 11 m and the distance to be travelled within the flat from any point to the exit is more than 15 m, there is an exit through a door, other than its main entrance, from the living accommodation.

b Where an HMO is within a building and only has a single escape route which relies upon a common stair, then there should be a lobby enclosed by walls having 30 minutes fire resistance (integrity and insulation) within the HMO which protects access to that escape route, if:

there are more than 10 residents, or

ii there are more than 6 residents and any storey in the building is at a height of over 7.5m, or

iii there are 6 or less residents and:

A any storey in the building is at a height of over 11m; or

8 there are more than four dwellings or HMOs on any storey.

Doors in the wall should be fire doors and have 30 minutes fire resistance (integrity). A lobby is not required on the top storey of a building. [The lobby may be the same as the circulation space required to be enclosed under paragraph 'c.ii' below.]

c A wall with an adequate degree of fire resistance should be provided between the HMO and any other part of the same building. An adequate degree of fire safety is:

30 minutes (integrity and insulation) in buildings with no storey over 7.5 m above ground; and

- ii 60 minutes (integrity and insulation) in buildings with any storey over 7.5m above ground.

Doors in the wall should be fire doors and have an adequate degree of fire safety (integrity only). [If a circulation space enclosed with fire resisting construction is required, and a lobby is provided with the fire safety required under paragraph 'a.ii' above or a lobby with fire resistance is provided under paragraph 'b' above, then the fire doors need not have more than 30 minutes fire resistance (integrity).]

- d A floor between the HMO and any other part of the same building should have any holes or gaps adequately fire-stopped.
- e Where the escape route from the front door of the HMO is within the building it should lead by way of circulation space or stairway directly to the outside.
- f Any part of an escape route from the front door of the HMO which is within the building should be provided with artificial lighting.
- g If the HMO is a maisonette or flat which has more than two storeys and one of them is at a height of more than 4.5m additional safety measures should be taken as set out in Annex E.

6.3 Means of escape from HMOs which are not flats or maisonettes

In an HMO which is not a flat or maisonette and which has a storey at a height over 4.5m:

- a every stair should be enclosed in fire resisting construction having 30 minutes fire resistance (integrity and insulation) and any door in the enclosures should be a fire door with 30 minutes fire resistance (integrity), except – a stair in an HMO with a storey at a height exceeding 4.5 m by one storey which does not contain a living room, bedroom, or kitchen; and
- b every storey at a height of more than 7.5 m should be provided with an exit through a door other than its main entrance.

6.4 Means of escape from all HMOs which are in basements

- a A basement HMO, or an HMO with a basement storey, which contains a bedroom or living room should be provided with an exit through a door other than its main entrance. This alternative exit may provide access to a space below the adjoining ground from which there is access to ground level.
- b A stair within the HMO serving the basement storey should be enclosed in fire resisting construction having 30 minutes fire resistance (integrity and insulation). Such a fire resisting enclosure serving a basement storey should be separate from any fire resisting enclosure protecting a stair serving the remainder of the HMO. Any door in such fire resisting enclosures should be a fire door with 30 minutes fire resistance (integrity).

In this context a basement storey is one which is below the lowest storey in which there is an entrance from the level of the adjoining ground.

6.5 Means of escape from all HMOs -Emergency escape windows

A suitably designed and located emergency escape window situated in an external wall or roof should be provided in every bedroom or living room in an upper storey at a height of not more than 4.5m above ground level. This can be achieved by a window or a door (French window) having an unobstructed openable area that is at least 0.33m² and at least 450 mm high and 450 mm wide (the route through the window may be at an angle rather than straight through). The bottom of the openable area should not be more than 1100 mm above the floor.

6.6 Means of escape from all HMOs -External escape

Where the escape from an HMO involves an external stair, balcony or flat roof, it should not be threatened by fire or smoke issuing from any door, window or ventilator in the proximity of the escape route.

6.7 Means of escape from all HMOs -Fire doors

A fire door in an HMO should be self-closing.

It may well be that existing solid timber doors, if well fitting, will provide the equivalent of 30 minutes fire resistance (integrity).

6.8 Internal Linings

In an HMO all circulation areas and all kitchens should have walls and ceilings which are no worse than Class 1 for the surface spread of flame as set out in BS 476: Part 7: 1987.

6.9 Ventilation and heating

If an HMO has a storey at a height of more than 4.5 m or has a basement storey and is provided with a system of ducted warm air heating it should be designed to reduce the risk of fire and smoke spread (see Annex F). Where a mechanical ventilation system is provided in an HMO with more than six residents the system should be designed to reduce the spread of fire and smoke (see Annex G).

6.10 Emergency lighting

In any HMO with two or more storeys and more than six people, the escape routes within the HMO should be provided with adequate emergency lighting.

6.11 Fire-fighting equipment

The most useful form of fire-fighting equipment for general fire risks is the water-type extinguisher. One such extinguisher should be provided for approximately each 200 square metres of floor-space, with a minimum of one per floor. Extinguishers should normally be located in conspicuous positions on escape routes preferably near exit doors.

The local fire authority can advise on areas of special risk which may need carbon dioxide, dry powder or other types of extinguisher. In any case a light duty fire blanket should be provided in each communal cooking area.

6.12 Fire safety management

The adoption of proper fire safety management practices is required including the regular maintenance of fire safety equipment and systems and the giving of fire safety instructions to all residents and employees. Information on this and other related fire safety matters can be obtained from guidance contained in:

Fire Safety- an employers guide (ISBN 0-11-341229-0)

7 Electrical Safety

7.1 At least once every three years certification should be provided that installed system and any appliances provided by the landlord have been examined by a competent person, are functioning properly and are safe.

7.2 There should be a minimum of-

in each kitchen, 6 socket outlets;
in each bedroom and living room, 4 socket outlets; and
anywhere in the building, 4 additional socket outlets.

8 General Standards

8.1 Handrails

Every stair for a change in level of more than 600 mm should have a handrail on at least one side, fixed at a height of at least 840 mm and not more than 1 metre above the pitch line of a flight or surface of a landing.

8.2 Clothes Drying

Suitable arrangements internally or externally should be provided for drying of clothes, bedding, etc.

ANNEXA

TECHNICAL SPECIFICATIONS FOR PHYSICAL STANDARDS

(see also SECTION 4.3)

SPACE AND LAYOUT

The space standard and occupancy of each room within the house shall be based on the use made of the room.

Floor space should only be counted where there is a ceiling height of at least 1.5m.

The minimum width of a bedroom should be 2.25m.

Standards for Bedrooms where there is a common living room and kitchen available. The common living room and kitchen comply fully with the HMO Standards

Single room (1 adult)	6.5 sq. metres
Double room (2 adults)	10.5 sq. metres
Triple room (3 adults)	16.5 sq. metres
Over 3 adults	16.5 sq. metres + 4.5 sq. metres per person over 3

Family room
(2 adults + children under 10) 10.5 sq. metres+ 4.5 sq. metres per child

Standards for Bedrooms where there is no communal living area available. A common kitchen is available which complies fully with the HMO Standards

1 adult	10 sq. metres
2 adults	15 sq. metres
3 adults	19.5 sq. metres
Over 3 adults over 3	19.5 sq. metres + 6 sq. metres per person

Family Room
(2 adults + children under 10) 15 sq. metres+ 7 sq. metres per child.

Standards for Bedroom with cooker

1 adult	13 sq. metres
2 adults	19 sq. metres

(In normal circumstances children would not be accommodated in bedrooms with cookers. If, exceptionally, they are, appropriate measures must be taken to ensure their safety.)

Standards for Communal Living Room, excluding any area used as a kitchen

Local authorities will take account of the property layouts available in their area in arriving at what they consider to be reasonable space where rooms are combined. This should not just be an issue of size, but also consider shape and layout in considering what represents an adequate standard.

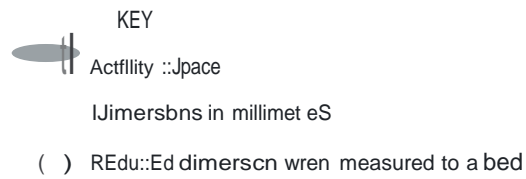
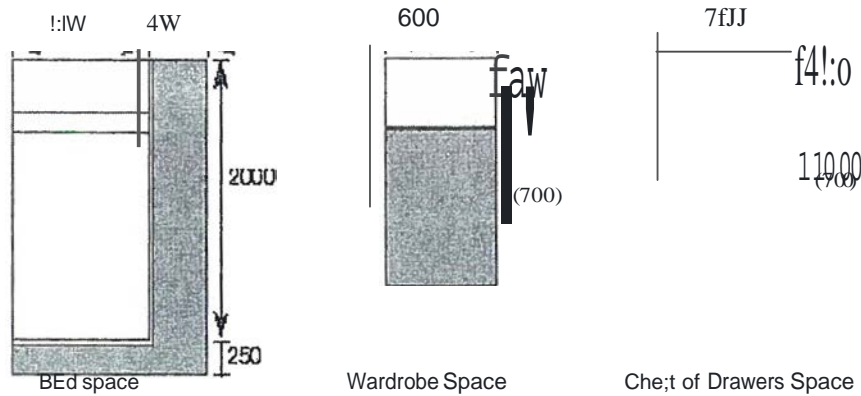
3 - 5 persons 8 sq. metres
And 1.5 sq. metres per person thereafter

Standards for Communal Living Room

3 – 6 persons	11 sq. metres
7-10 persons	16.5 sq. metres
11-15 persons	19.5 sq. metres

Where the amendments to space standards for ceiling heights, minimum bedroom widths and for Communal Living Room, excluding any area used as a kitchen, represent an increase in standards this is not viewed as a safety issue and should only be applied to new applications.

Activity Spaces for bedrooms

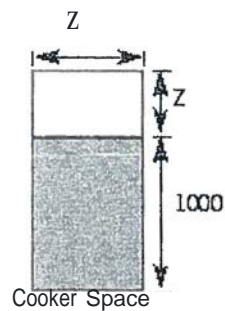


Notes:

1. An activity space is measured at floor level.
2. The shaded area of an activity space may overlap only the shaded area of another activity space.

P2 KITCHENS

Activity Space for Cookers



- Activity Space
- L Not less than the dimensions of the appliance
- Dimensions in millimetres

A fire detection and alarm system suitable for an HMO with not more than six residents should have smoke alarms installed in accordance with the provisions of 1.-4. below:

- 1 The standby power supply for the smoke alarm may take the form of a primary battery, a secondary battery or a capacitor. The capacity of the standby supply should be sufficient to power the smoke alarm when the mains power supply is off for at least 72 hours while giving an audible warning of mains power supply being off. There should remain sufficient capacity to provide a warning of smoke for a further 4 minutes.

An audible warning should be given at least once every minute if the capacity of the standby power supply falls below that required to satisfy the recommended standby duration when the mains power supply is on; or persist for at least 15 days when the mains power supply is off.

- 2 A smoke alarm should be located –
 - A in a circulation area which will be used as a route along which to escape, within 7 m of the door to a living room or kitchen and within 3 m of the door to a bedroom, the dimensions to be measured horizontally;
 - B where the circulation area is more than 15 m long, within 15 m of another smoke alarm on the same storey;
 - C if designed for ceiling mounting, at least 300 mm away from any wall or light fitting, or if designed for wall mounting, not less than 150 mm and not more than 300 mm below the ceiling;
 - D not less than 300 mm away from, and not directly above, a heater or air conditioning outlet; and
 - E on a surface which is normally at the ambient temperature of the rest of the room or circulation area in which the smoke alarm is situated.
- 3 Where more than one smoke alarm is installed they should be interconnected so that detection of a fire by any one of them operates the alarm signal in all of them.

- 4 A smoke alarm should be permanently wired to a circuit. The mains supply to the smoke alarm should take the form of either –
- A an independent circuit at the HMO's main distribution board, in which case no other electrical equipment should be connected to this circuit (other than a dedicated monitoring device installed to indicate failure of the mains supply to the smoke alarms); or
 - B a separately electrically protected, regularly used local lighting circuit.
- Note If smoke alarms are of a type that may be interconnected, all smoke alarms should be connected on a single final circuit.

Annex E Additional Means of Escape Required from Maisonettes or Flats with Two or more Storeys, of which one is at a height of more than 4.5 m

Additional precautions to be taken in HMOs which are maisonettes or flats and have two or more storeys, of which one is at a height of more than 4.5m, are given below.

- 1 If there is accommodation on more than one level it should be planned so that-
- all living rooms or bedrooms are entered directly from a circulation space enclosed in fire resisting construction having 30 minutes fire resistance (integrity and insulation) and any door in the enclosures should be a fire door with 30 minutes fire resistance (integrity); and
 - ii where any storey is at a height of more than 11 m there is –
 - A an exit through a door other than its main entrance from each storey other than the entrance storey, or
 - B an exit through a door other than its main entrance from each bedroom.
- 2 If there is accommodation on only one level, but the HMO is entered from a storey below the level of the accommodation it should be planned so that-
- an exit through a door other than its main entrance is provided; or
 - ii all living rooms or bedrooms are entered directly from a circulation space enclosed in fire resisting construction having 30 minutes fire resistance (integrity and insulation) and any door in the enclosures should be a fire door with 30 minutes fire resistance (integrity) and the distance to be travelled from any door of a living room or bedroom to the head of the internal stair is not more than 9m; or
 - iii the distance to be travelled from any point within the HMO to the head of the internal stair is not more than 9 m, and the direction of travel is away from cooking facilities.
- 3 If there is accommodation on only one level, but the HMO is entered from a storey above the level of the accommodation it should be planned so that an exit through a door other than its main entrance is provided from the lower storey.

Annex F Ducted Warm Air Heating Systems

A system of ducted warm air heating designed to reduce the risk of fire and smoke spread is one where:

- 1 transfer grilles are not fitted between any room and the entrance hall or stair;
- 2 supply and return grilles are not more than 450 mm above floor level;
- 3 if warm air is ducted to an entrance hall or stair, the return air is ducted back to the heater;
- 4 if a duct passes through any wall, floor, or ceiling of an entrance hall or stair, all joints between the duct and the surrounding construction are sealed;
- 5 there is a room thermostat in the living room, at a height between 1370 mm and 1830 mm, with a maximum setting of 35° C, which turns off the heater and any circulation fan if the ambient temperature exceeds that setting; and
- 6 if the system recirculates air, smoke detectors are provided in every extract duct to cause the recirculation of air to stop and direct all extract air to the outside of the building in the event of fire.

Annex G Mechanical Ventilation Systems

A system of mechanical ventilation designed to reduce the spread of fire and smoke is one where:

- 1 the system is of a suitable design and construction; and
- 2 it ensures, so far as is practicable, that air movement is directed away from escape routes; and
- 3 ducts within the system are of a suitable design and construction; and
- 4 where a ventilating duct serving sleeping accommodation penetrates walls between sleeping accommodation, either above or below the ceiling, the duct is adequately protected to ensure that it cannot permit the spread of fire. Any automatic damper or shutter or other sealing device in the duct is activated by smoke.

TENANCY MANAGEMENT STANDARDS

Much of the emphasis in the licensing work of local authorities is on ensuring that operators meet property standards and manage and maintain their HMOs in an acceptable manner.

However, there is an equally important tenancy management dimension to the operator's responsibilities. Tenancy management refers to the owner's responsibilities in respect of the legal rights of his or her tenants to operate lawfully at all times and to manage the property with due care for the welfare of the tenants and the interests of neighbours.

Examples of some of the most important tenancy management responsibilities include ensuring that tenants have peaceful occupation of their home, providing lawful tenancy agreements, returning rent deposits where no case for their retention arises, giving 24 hours notice of intention to enter a tenant's room for the purposes of inspection or carrying out repairs or maintenance, and pursuing repossession by lawful court procedures only.

All tenants of an HMO, regardless of how unconventional a tenancy might be, should have a written tenancy agreement. A checklist of areas that might be covered by such agreements is attached at Annex A to this section. It should be noted that there might be circumstances where it would not be appropriate for all items in the checklist to be covered in the agreement. Also, this checklist assumes that the accommodation is permanent. The standards will be different for temporary accommodation, such as homeless hostels and other accommodation for homeless people, women's refuges, etc. Other special situations will require more flexible criteria, such as live-in care workers staying with someone with special needs.

Local authorities should note that registered social landlords (RSLs) will already have had their tenancy agreements assessed and approved by the regulator, so these will not require to be examined.

Fit Person

As part of its responsibilities towards tenants, some of whom will be vulnerable people, it is for the local authority to determine whether an operator who is applying for an HMO licence is a 'fit person'. If a different person is managing the premises, the same test must apply to them. The Civic Government (Scotland) Act 1982 does not contain a precise definition of a 'fit person' but the HMO section of the local authority should investigate by checking with the police whether the applicant has any convictions relevant to his or her prospective role as an operator of an HMO. Not all convictions, however, should preclude an applicant from being granted an HMO licence. For example a conviction for a motoring offence would not be relevant but a conviction for theft could be since an operator would be in a position of trust. Ultimately it is for the local authority to decide as a matter of fact who is a 'fit person' based on the information available to it, including the police report.³

The HMO section of a local authority is encouraged to share information about the fitness of an applicant to be an HMO operator with HMO sections of other local authorities since prospective HMO operators may own properties in more than one local authority area. In doing so, care must be taken to protect confidentiality and to ensure that the terms of the Data Protection and Human Rights legislation are observed.

Anti-Social Behaviour

As part of a landlord's tenancy management duties he or she must ensure that tenants comply with the terms of their lease and conduct themselves in a way that does not interfere with the rights of neighbouring residents to enjoy peaceful occupation of their homes. Where a complaint is made to the landlord about a tenant behaving in an anti-social manner the landlord should be advised to follow his or her own policy and procedures for dealing with it. Landlords should be advised not to approach a local authority with a request for an Anti-Social Behaviour Order (ASBO) until they have considered and, where appropriate, tried all legal means at their disposal to resolve matters. Local authorities should encourage the use of mediation services.

In considering whether to apply for an ASBO the local authority must take account of Police Circular No. 3/1999 of 15 March 1999 entitled 'The Crime and Disorder Act 1998: Guidance on Anti-Social Behaviour Orders'.

It is equally important that local authorities investigate complaints made directly to them by neighbours of HMOs and take appropriate action. Such complaints may relate to operators rather than occupiers, for instance on the maintenance of the fabric of the HMO. As far as is legally possible, local authorities should make information about the names and addresses of HMO operators and managing agents available to neighbours and other members of the public. The 1982 Act requires local authorities to establish a public register of licence applications.

Pointers to Good Policy and Practice by Local Authorities in Tenancy Management

Local authorities should ensure that tenancy management criteria are incorporated into their requirements for approval of a licence.

Local authorities should ensure that all conditions in a licence, but particularly tenancy management conditions are assessed before licence approval and monitored in interim inspections.

Local authorities should train relevant staff to assess tenancy management licensing conditions and such staff should be able to call on specialist support from the authority's legal advisers or other housing advice agencies.

Local authorities should develop tenancy relations procedures such as an information service to ensure that both tenants and landlords appreciate their rights and responsibilities.

Local authorities should make a commitment to secure alternative accommodation for any HMO tenants who lose their accommodation as a consequence of licensing enforcement work and operator activity. Illegal eviction is a criminal offence and authorities should liaise closely with the police to pursue a charge being laid where an owner evicts a tenant unlawfully or harasses a tenant into leaving his or her accommodation.

ANNEX A OCCUPANCY AGREEMENTS CHECKLIST

This annex gives an indication of the sorts of provisions that local authorities might want to see in a tenancy or other occupancy agreement, although all of these items will not apply in every case.

Operator responsibilities

General Points

The agreement should contain the following:

The name and full contact address of the operator as well as the address of the property being let to be supplied to the tenant.

All tenants to have a written agreement regardless of type of tenancy.

Agreements to be written in plain English.

Summary translations of agreement into ethnic minority languages to be available where appropriate.

Agreement to state both a start and end date for the tenancy.

Agreements should refer to an inventory of furniture and fittings and the condition of these.

Agreements to contain undertaking that rent deposits will be held in an identifiable rent deposit account and returned within 14 days of tenant's departure.

Where rent paid weekly, payments to be recorded in rent book to be retained by the tenant, otherwise written receipts to be issued for rent deposits and rent payments. Stubs to be retained for inspection.

Occupancy records to be kept including residents' names, dates of arrival and departure and record of rent payments and arrears.

Only rent books, occupancy records, leases and tenancy agreements approved by the licensing authority to be used.

Agreement to contain statement that 24 hours notice will be given in writing of intention to enter a tenant's room for the purpose of carrying out routine maintenance and repairs.

Agreement to contain statement that pursuit of repossession will be by lawful court procedures only.

Agreement to undertake that resident's mail will be available on a daily basis.

Agreement to contain undertaking that a telephone in working order is provided to enable residents to call emergency services.

Agreement not to cause, or allow any employee, or any person visiting the household on the operator's behalf to commit, any act of violence or any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age against the tenant, the tenant's family or anyone visiting the HMO.

Agreement to contain clause to the effect that the operator is responsible for ensuring that tenants comply with the terms of their lease and conduct themselves in a way that does not interfere with the right of neighbouring residents to enjoy peaceful occupation of their homes.

Agreement to refer to protocol between operator and local authority for the rehousing of temporarily displaced tenants.

Agreement to contain following clauses relating to repairs and maintenance.

Agreement to set out rights on sub or part letting of property.

Structure and Exterior

The operator will (in conjunction with other owners if appropriate) keep in repair the structure and exterior of the house, and keep it fit for human habitation, including:

drains, gutters and external pipes (this does not include the clearance of blockages caused by the tenant's negligence)

the roof

outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration

internal walls, floors and ceilings, doors, door frames, and internal staircases and landings (including painting and decoration)

chimneys, chimneystacks and flues.

pathways, steps or other means of access

plasterwork

integral garages and stores

boundary walls and fences

making good damage caused by acts of vandalism/criminal activity by a person or persons other than a tenant, any member of his/her household or a tenant's visitor(s) provided they have been notified to the police within 24 hours of occurring, or as soon as is reasonably practicable, by the tenant or by someone acting on the tenant's behalf.

Installations

The operator will maintain and keep in proper working order any installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity in compliance with current safety legislation including:

basins, sinks, baths, toilets, flushing systems and waste pipes, showers, water tanks;

electric wiring, fireplaces, fittings, fires and central heating installations, door entry systems, TV aerials and extractor fans.

The operator will also maintain fire safety precautions and installations and exterior routes.

Disposal of Rubbish

Adequate facilities to be provided for the storage and disposal of rubbish.

Operators should ensure that residents are aware of and comply with arrangements for rubbish presentation in common properties.

Insurance

The operator will maintain comprehensive building insurance. The operator is not responsible for the arrangement of contents insurance cover for property belonging to tenants but may wish to arrange such cover for any of his own moveable property within the HMO.

Common Parts

The operator will (in conjunction with other owners where appropriate) take reasonable care to keep common parts in repair and fit for use by the tenant and other occupiers and visitors to the property.

Provide appropriate lighting in all common parts.

Contribute to arrangements for maintaining and cleaning gardens and mutual areas.

Furnishings

Where the subject of the let is furnished the landlord will ensure that furnishings are fit for this purpose and comply with current fire safety regulations and other relevant legislation and regulations.

Security

Where appropriate the landlord should ensure that let rooms are secure with a suitable lock.

Tenant responsibilities

Agreement to contain following clauses relating to the use of the accommodation.

The tenant agrees:

to pay the rent for the accommodation at such intervals and for such amounts as have been agreed with the landlord;

to occupy the accommodation as a private dwelling;

to advise the landlord of who will be living in the accommodation and also of any changes in the household;

not to use or allow the accommodation to be used for illegal purposes;

not to use or allow the accommodation to be used as a base for any business purposes without the written consent of the landlord;

not to cause or allow any person occupying or visiting the house to cause nuisance or annoyance to neighbours or to cause any nuisance or annoyance within the vicinity of the house;

not to commit or allow members of his/her household or persons visiting the house to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household either in their accommodation or in the vicinity of the house;

to keep any domestic pet (where permitted) under supervision and control and to ensure that it does not cause nuisance to neighbours or deterioration in the condition of the house, common areas or the vicinity of the house;

not to cause, or allow any member of his/her household, or any person visiting the household to commit, any act of violence or any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age against the landlord or any member of his staff;

not to interfere with equipment and services;

not to interfere with fire precautions.

Agreement to contain following clauses on repairs and maintenance.

Notice of Repairs and Access

The tenant shall report promptly to the landlord any defect or disrepair (including the results of vandalism) for which the landlord is responsible and shall ensure that access is provided to the property for repairs to be carried out and for the inspection of gas and electrical installations.

Notice of Absence to Landlord

The tenant shall inform the landlord if he intends to leave the premises on holiday, business or for any other reason for a period of over 14 days to enable the landlord to take any steps to maintain and/or carry out repairs as necessary.

Emergencies

The tenant will take all reasonable steps to ensure that the landlord is notified immediately of emergencies, including those involving the supply of water, and to ensure that, where necessary, access can be gained by the landlord's representatives. In the event that the landlord is informed or becomes aware of any emergency and the tenant is unable to provide access to the property immediately, it is agreed that the landlord may gain access to the property, using forcible entry if necessary.

Interior

The tenant shall keep the interior of the accommodation in good and clean condition.

The tenant shall keep fittings and furnishings clean.

Neglect

The tenant agrees to repair or replace items damaged through neglect, carelessness or wilful damage on the part of the tenant or any member of the tenant's household or a visitor.

Common Parts

The tenant will, in turn with other occupiers, sweep and clean the common parts at least on a weekly basis, or as required

If the tenant fails in any of these responsibilities the landlord may carry out the work and recover the costs from the tenant.

Other

The agreement should contain:

conditions for ending the tenancy.

details of any rights of succession.

provision that the tenant shall dispose of rubbish in an appropriate manner and at the appropriate time.

provision for the landlord and tenant to jointly inspect the accommodation to ensure installations are in working order and furniture and fittings are fit for purpose and for the landlord to rectify any faults reported by the tenant within 7 days of taking up residence.

identification of the accommodation as a house in multiple occupation and of the licensing authority and the licensing authority's point of contact for complaints and queries.

liability to be agreed for gas/electricity and phone charges.

liability to be agreed for payment of T.V. licence.

liability to be agreed for payment of council tax.