

The Highland Licensing Committee

Meeting – 28 March 2017

Agenda Item	7.1
Report No	HLC/016/17

Houses in multiple occupation - conditions and standards

Report by the Principal Solicitor – Regulatory Services

Summary

This report invites Members to consider amendments to the conditions and standards relating to the licensing of houses in multiple occupation.

1.0 Background

- 1.1 The licensing of houses in multiple occupation (HMO) falls under Part 5 of the Housing (Scotland) Act 2006.
- 1.2 A review of the HMO conditions and standards has been carried out in consultation with the Environmental Health, Building Standards and Housing Services and whilst there are no major changes proposed there are a number of minor amendments which are summarised below.
- 1.3
- Conditions to be updated to reflect the changes in agencies names i.e. Fire Scotland and Police Scotland
- 1.4
- Slight amendments to the wording of some of the conditions and standards proposed to reflect modern practices are proposed e.g. rent receipts can be provided in electrical format instead of a rent book.
- 1.5
- In the HMO standards document the standards and the guidance for compliance have been separated. Any guidance for complying with a particular standard is now separate from the standard and is in italics. This will make the document clearer and easier for the licence holder to follow.
- 1.6
- Both the standards and the conditions have been reformatted for ease of use by both the licence holder and the inspecting officer.
- 1.7
- The period of submission of the Electrical Installation Condition Report (EICR) certificate has been amended from 3 to 5 years or any such shorter period as specified by the electrician undertaking the inspection and detailed in the electrical report, to reflect the recommendations in the Scottish Government's statutory guidance for Scottish Local Authorities.

- 1.8** • The period of submission of the Portable Appliance Test (PAT) certificate has been amended from 3 years to 1 year or any such shorter period as specified by the competent person undertaking the inspection and detailed in the report, to reflect the recommendations in the Scottish Government’s statutory guidance for Scottish Local Authorities.
- 1.9** • Appendix 1 of the HMO Standards has been updated to reflect the changes to the British Standards and requirements relating to oil and gas fired appliances and extract fans.
- 1.10** A note of the full list of changes are contained in Appendix 1 attached.
- 1.11** The amended HMO conditions are attached in Appendix 2 of the report.
- 1.12** The amended HMO standards are attached in Appendix 3 of the report.

2.0 Implementation

- 2.1** If the proposed amendments are agreed by the Committee they would come into effect with immediate effect for all new and renewed licences issued.

3.0 Recommendation

- 3.1** The Committee are invited to consider the proposed amendments to the conditions and standards for houses in multiple occupation.

Date: 15 March 2017

Author/Reference: Michael Elsey: 12/2/5

Appendices: Appendix 1 – List of changes to conditions and standards
Appendix 2 – Amended HMO conditions
Appendix 3 – Amended HMO standards

Conditions

Condition Number	Proposed Amendment
Interpretation (Page 1)	Reference to Police Scotland and Fire Scotland changed to reflect new titles.
8.0	Reference to the Tolerable Standard and Repairing Standard as defined by the Housing (Scotland) Act 2006 has been added.
11.4.2	Period of inspection of electrical installation has been increased from 3 years to 5 years to reflect the recommendations in the Scottish Government's statutory guidance for Scottish Local Authorities.
11.4.3	Period of inspection for portable appliance test (PAT) has been reduced from 3 years to 1 year to reflect the recommendations in the Scottish Government's statutory guidance for Scottish Local Authorities.
15.1	The condition has been extended to cover infestation of insects as well as vermin.
21.1	Provision added for receipts to be made in electronic form to tenants for any payments made.
21.0	Condition updated to reflect changes to rent deposits and the Tenancy Deposit Scheme.
22.1	Condition amended to take account of the increase of mobile phone usage rather than landline phones.
23.1	Condition amended to require the licence holder to make available a copy of the conditions, standards and certificates relating to the premises and to display a notice advising residents of the location of these documents.

Standards

Standard Number	Proposed Amendment
2.8	Reference to The Food Safety Act 1990 added in relation to premises where meals are provided to residents.
7.3	Standard amended to take into account the increasing use of lighting controlled by energy efficient PIR (passive infrared sensors) or central control via a timer.
11.1	Reference to the Tolerable Standard and Repairing Standard as defined by the Housing (Scotland) Act 2006 has been added.
Appendix 1 – 2.0, 3.0 and 4.0	Updated to reflect the changes to the British Standards and requirements relating to oil and gas fired appliances and extract fans.

STANDARD LICENCE CONDITIONS – House of Multiple Occupation

Interpretation

- “**authorised person**” shall mean any person authorised by the Chief Executive of the Highland Council, The Chief Constable of Police Scotland, or Chief Fire Officer of Fire Scotland for the purposes associated with the licensing of Houses in Multiple Occupation or any person authorised by the Council;
- “**This Licence**” or “**the licence**” means the licence noted hereunder and for the avoidance of doubt shall include all the conditions or exemptions attached to it either as undernoted or by way of reference;
- “**The Council**” means the Highland Council and any officer authorised to act on its behalf in terms of this licence;
- “**The Licence Holder**” means the person (or if a non-natural person, the incorporated company) named in the licence;
- “**HMO**” and “**HMOs**” means “House in Multiple Occupation” and “Houses in Multiple Occupation” respectively;
- “**Chief Fire Officer**” means the Chief Fire Officer of the Fire Scotland or his/her authorised Depute within the relevant Highland Council Area.
- “**Chief Constable**” means the Chief Constable of Police Scotland his/her authorised Depute within the relevant Highland Council Area.
- “**The Act**” means The Housing (Scotland) Act 2006
- “**Qualifying Person**” means a person whose only or principal residence is the house in multiple occupation.

Licence Holder, Premises and Duration

This Licence is granted to
Whose registered office/principal place of business is situated at:
The Premises to which this licence applies are located at:
The rooms permitted to be used as housing units for qualifying persons within the premises are shown on the plan annexed and signed as relative to the licence.
The maximum room occupancies for the identified housing units within the premises are shown on the plan (<i>Ref</i>) annexed and signed as relative to the licence
The Licence is granted on _____ and is valid “subject to the terms of the Act until and including _____”

No	Condition
1.0	Requirement to Meet Standards
1.1	The Premises shall comply with the Highland Council’s “Standards for Houses in Multiple Occupation” in force at the date of this licence (subject to any exemption or relaxation granted thereto and specified in Schedule 1 to the licence.)

2.0	Maximum Number of Occupants
2.1	The number of qualifying persons residing in the premises at any one time, including the owner's family where appropriate, shall not exceed ** persons.
3.0	Entry for Authorised Person
3.1	The licence holder shall allow access to the premises for HMO licensing purposes any person authorised on that behalf by Highland Council, The Chief Constable of Police Scotland or The Chief Officer Fire Scotland .
4.0	Material Changes
4.1	The Licence holder shall not make or cause or permit to be made any material change to the premises, licensed activity or any occupancy/tenancy agreement without the prior written consent of the Council.
4.2	The Licence holder shall notify the Council immediately of any material change of circumstances affecting the licensed premises or licensed activity or the licence holder (or any agent appointed by him/her to manage part or all of the licensed activity), including details of any criminal convictions incurred by such persons since the granting or renewal of the licence.
4.3	The licence holder shall within 14 days of changing his/her address or place of business give notice to the Council and shall produce his/her licence to the Council which shall endorse thereon the particulars of such change of address or place of business.
5.0	Reporting of Certain Incidents
5.1	The Licence holder shall notify the Council, as soon as is reasonably practicable, of the details of any incident affecting, or within, the licensed premises which (a) has resulted in structural damage to, or structural collapse within, the premises, or (b) which has involved a gas leak, fire or explosion necessitating the call-out of the Emergency Services
6.0	Fire and Emergency Precautions
6.1	The licence holder must ensure that the premises used with regard to the licence applied for are fully compliant with the requirements imposed by the Fire (Scotland) Act 2005 (As Amended). This places a duty on the licence holder to undertake a Fire Risk Assessment and produce a Management Policy to ensure the safety of persons (whether they are employees, occupants, residents, tenants, visitors or others) in the premises in respect of harm caused by fire.

No	Condition
7.0	Prohibition of LPG room-heaters and storage of inflammable liquids etc.
7.1	The licence holder shall not permit the use or storage on the premises of LPG room-heaters or, unless in any external store designed and approved for such storage, the storage of any liquefied petroleum gas (LPG) or any highly inflammable liquid, gas or substance. This condition shall not apply to small amounts of liquids or gas sold in small non-refillable retail packs (e.g. lighter fuel or cosmetic appliance cartridges) kept by residents for their own use. Nor shall it apply to the external storage of LPG in cylinders or tanks which are provided by the licence holder for the provision of gas for cooking or for water or space heating or other domestic use, provided the storage complies fully with LPGA Codes of Practice and Building Regulation Technical Standards and that any installation connected to such cylinders or tanks complies with The Gas Safety (Installation and Use) Regulations 1998 or any amendment thereto.
8.0	Requirements regarding Repair and Fitness
8.1	The Licence holder shall keep the premises fit for human habitation and shall keep in a good state of repair, to the satisfaction of the Council, the structure and exterior of the premises. The property must comply with the Tolerable Standard and Repairing Standard as defined by the Housing (Scotland) Act 2006.
9.0	Maintenance of Installations
9.1	The Licence holder shall maintain and keep in proper working order to the satisfaction of the Council and in compliance with any statutory requirements any installation provided for space-heating or water-heating or ventilation or sanitation or for the supply of water, gas, oil or electricity.
10.0	Maintenance of Appliances
10.1	The Licence holder shall ensure that any appliance, provided by him/her in terms of this licence or any occupancy/tenancy agreement, functions properly and safely
11.0	Inspection and Certification of Certain Installations
11.1	<p>Solid Fuel</p> <p>The licence holder shall ensure that an annual inspection of solid fuel fires, installations and appliances and an annual inspection/cleaning of chimneys/flues serving solid fuel appliances or fires shall be carried out by a competent person and, following the execution of any necessary repairs or works identified by that person, the licence holder shall obtain from such person or other competent person a certificate signed by him/her stating that the system is functioning properly and safely.</p>

11.2	<p>Oil</p> <p>The licence holder shall ensure that an annual inspection of all oil-fired appliances or installations shall be carried out by a competent person and, following the execution of any necessary repairs or works identified by that person, the licence holder shall obtain from such person or other competent person a certificate signed and dated by him/her stating that the system is functioning properly and safely.</p>
11.3	<p>Gas</p> <p>The licence holder shall ensure that an annual inspection of all gas-fired appliances or installations within the HMO shall be carried out by a qualified person (that is a person who is Gas Safe Registered for inspection of installations, appliances or premises of that nature) and, following the execution of any necessary repairs or works identified by that person, the licence holder shall obtain from such person or other similarly qualified person a certificate signed and dated by him/her stating that the installations and appliances are functioning properly and safely. Such inspection shall include the provisions of any inspection required by any statutory requirement and in particular The Gas Safety (Installation and Use) Regulations 1998 and any amendment thereto.</p>
11.4	<p>Electricity</p>
11.4.1	<p>The licence holder shall ensure that the electrical installation and any appliances provided by him are maintained in a safe working condition and routinely checked.</p>
11.4.2	<p>The licence holder shall ensure that a formal inspection of the electrical installations (in accordance with Chapter 73 of BS 7671) is carried out every five years, or at earlier intervals if directed, by a qualified person and an Electrical Installation Condition Report (EICR) certificate is provided. Following any remedial works required following that inspection, the licence holder shall obtain, from the qualified person who undertook that inspection or any subsequent inspection, a <u>satisfactory</u> EICR Inspection Report for an Electrical Installation (as prescribed in IEE Guidance Note 3, Inspection and Testing. (Note: Report forms are available from http://www.iee.org.uk/technical/free-services.htm).</p> <p><i>[For the purposes of this condition a qualified person shall be either:</i></p> <ul style="list-style-type: none"> <i>A professionally qualified electrical engineer; or</i> <i>A member of the Electrical Contractors' Association; or</i> <i>A member of the Electrical Contractors' Association of Scotland;</i> <p><i>or</i></p> <ul style="list-style-type: none"> <i>A certificate holder of the National Inspection Council for Electrical Installation Contracting; or</i> <i>A qualified person acting on behalf of one of these (when it should be stated for whom he or she is acting)]</i>

11.4.3	The licence holder shall ensure that a routine check/inspection is carried out by a competent person at least once every year, or at earlier intervals if directed, on all electrical appliances provided by the licence holder and shall obtain a Portable Appliance Test (PAT) certificate from that person which (a) details the appliances checked and/or repaired or replaced and (b) which confirms that, following checks, all remaining appliances are functioning properly and safely.
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No	Condition
12.0	Frequency of Inspection
12.1	Any annual certificate of inspection required in terms of these Conditions shall require to be provided no later than 12 months from the date of any previous certificate of inspection.
13.0	Repairs following Inspections
13.1	Any repairs or works found necessary during the course of any inspection of an electrical, solid-fuel, oil-fired or gas-fired installation or appliance shall be carried out immediately where such repair is required to ensure the safety or health of any person.
14.0	Maintenance of Common Areas and Refuse collection and disposal
14.1	The Licence holder shall ensure that adequate facilities, to the satisfaction of the Council, are provided for the storage, collection and disposal of all waste and shall ensure that all common areas of the premises and all common external areas within the curtilage of the premises are kept in a clean, tidy and well-maintained condition to the satisfaction of the Council.
14.2	The licence holder shall be responsible for advising residents of the refuse collection day and for making arrangements for the presentation of wheeled bins for collection at the appropriate time and day.
15.0	Prevention of Vermin
15.1	The Licence holder shall ensure that the premises are maintained in such a manner and state of repair as to prevent infestation by vermin and shall be responsible for the treatment of any infestation of vermin or insects which arises from or within the premises.

16.0	Prevention of Nuisance and Disturbance
16.1	The Licence holder shall be responsible for the day-to-day running of the premises and shall ensure as far as reasonably practicable that no disturbance or nuisance arises within or from the premises. The licence holder must manage the property in such a way as to seek to prevent or deal effectively with any anti-social/nuisance behaviour by tenants or their visitors to anyone else in the HMO or in the locality of the HMO. This must be clearly detailed in the Tenancy/Occupancy Agreement.
17.0	Other Matters
17.1	The licence holder shall require to deal without delay with any other matter which in the opinion of an authorised person renders the premises to be unsuitable for use as an HMO or which presents an unacceptable risk to any residents.

No	Condition
18.0	Public Liability Insurance
18.1	The licence holder shall during the period of the licence hold third party liability insurance giving a minimum level of indemnity of FIVE MILLION POUNDS (£5,000,000)
19.0	Records of Residents
19.1	The Licence holder shall keep adequate and up-to-date records in accordance with Appendix 3 "Occupancy Agreements" of the Council's Standards for Houses in Multiple Occupation. These records may be kept in paper or electronic form.
20.0	Rent Receipts
20.1	The licence holder or his or her agent shall require to record, date and sign all payments of rent in a rent-book which shall be provided to and retained by the resident, or shall issue a signed and dated written receipt to any resident who makes a rental payment. Alternatively the licence holder or his or her agent must provide receipts to the tenants in electronic form of all payments received.
21.0	Rental Deposits
21.1	The Licence holder shall apply to a Tenancy Deposit Scheme of a sum of money is held as security in connection with a tenancy or an occupancy agreement. <i>Further information on the current scheme can be found at www.pkc.uk/housing/privatehousing/tenancydepositscheme</i>

22.0	Emergency Services Contact
22.1	The licence holder shall ensure suitable arrangements for the tenants to contact the emergency service are put in place. The tenants shall be notified of these arrangements as part of their tenancy agreement
23.0	Display of Licence etc.
23.1	The Licence holder must make a copy of the licence, the licence conditions, the Councils Standards for HMOs and a copy of any current safety certificates, fire certificates and insurance certificates available to the occupiers within the premises where it can be conveniently read by resident. A notice advising residents of the location and availability of these documents must be displayed within the premises in a prominent position accessible to all residents.

No	Condition
24.0	Occupancy/Tenancy Agreements
24.1	The licence holder shall require to comply with his/her contractual obligations in terms of any occupancy/Tenancy agreement approved by the Council in terms of the Highland Council's Standards for Houses in Multiple Occupation.
24.2	All residents must be provided with written occupancy/tenancy agreements which meet with the approval of the Council. An occupancy/tenancy agreement which has been approved by the Council must not be altered unless the licence holder has received the prior written approval of the Council for any such alteration.
25.0	Compliance with Statutory Requirements
25.1	The licence holder shall comply with any statutory requirements (including, but not exclusively, those in terms of the Building (Scotland) and Planning, Food Safety, and Health and Safety Acts) which apply to the premises, it's contents or services provided there, including the requirements of any statutory requirement governing his/her role as a landlord. Failure to comply with any statutory requirement shall not be regarded as a breach of this condition unless the Council or the Chief Fire Officer are satisfied that such breach affects or is likely to affect the health, safety, welfare or rights of the residents or others, or unless such breach otherwise contravenes any other condition of this licence.
26.0	Requirement to produce on demand any policy, certificate etc.
26.1	The licence holder shall require to produce on demand to any authorised person any policy, certificate , document, record, certificate of inspection or safety, licence or plan required by or issued in terms of or pursuant to any condition of this licence.

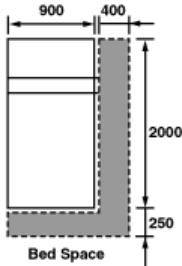
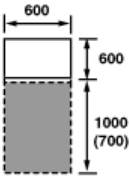
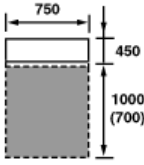


27.0	Requirement to retain records
27.1	The licence holder shall require to retain any record, document or certificate required in terms of this licence for a period of three years following the date of the expiry of that document or certificate or following the date of the last entry in any record.
28.0	Requirement to provide Information on Emergencies
28.1	The licence holder must ensure that advice to occupiers on action to be taken in the event of an emergency is clearly and prominently displayed within the living accommodation.
29.0	Repossession
29.1	The licence holder must ensure that actions to secure repossession must be only by lawful means.

No	Condition
30.0	Re-sale prices of gas and electricity
30.1	The licence holder shall comply with the current regulations regarding maximum re-sale prices of gas and electricity supplied, as appropriate.
31.0	Bedroom - Locks
31.1	The licence holder should ensure that bedrooms are fitted with a lever latch and secured with a suitable lock and thumb turn mechanism or other appropriate locking mechanism.

THE HIGHLAND COUNCIL – STANDARDS FOR HOUSES IN MULTIPLE OCCUPATION

Note: The Highland Council has established these standards as a means of providing a reasonable benchmark for Houses in Multiple Occupation. Nevertheless, because houses in multiple occupation may differ the Council may grant an exemption from, or relaxation of a standard if the Council’s Environmental Health Service advise that it is appropriate to do so for a particular premises. In any other case in which an exemption from or, relaxation of a standard is sought by the licence holder or applicant but is not supported by Environmental Health, a request for an exemption or relaxation should be made in writing to The Principal Solicitor – Regulatory Services and should specify the grounds on which the application is made. Applicants for licence should also examine the Council’s Standard Licence Conditions for HMO’s to determine whether they might wish to seek a relaxation or exemption in respect of any of those.

Space Standards

No	Standard
1.1	Sleeping accommodation within an HMO shall be provided in either single or double rooms unless sufficient space is provided for occupation by a family.
1.2	<p>Every bedroom or living room shall also be capable of accommodated at least –</p> <ol style="list-style-type: none"> A bed A wardrobe (except where a built in wardrobe of equal size is provide) A chest of drawers <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  <p>Bed Space</p> </div> <div style="text-align: center;">  <p>Wardrobe Space</p> </div> <div style="text-align: center;">  <p>Chest of Drawers Space</p> </div> </div> <p>Notes:</p> <ol style="list-style-type: none"> An activity space is measured at floor level. The shaded area of one activity space may overlap only the shaded area of another activity space. <p style="text-align: center;">KEY</p> <ul style="list-style-type: none">  Activity space  Dimension in millimetres () Reduced dimension when measured to a bed

The Following space standards shall be complied with in relation to the size of bedrooms and living-rooms provided in an HMO.

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.

Table A - Bedrooms where a common living-room is available:

Single Room (1 adult)	6.5 sq. metres
Double Room (2 adults)	10.5 sq. metres
Triple Room (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

Table B - Bedrooms where no common living room is available:

1 adult	10 sq. metres
2 adults	15 sq. metres
3 adults	19.5 sq. metres + 6 sq.metres per person over 3
Family Room (2 adults + children under 10)	15 sq. metres + 7 sq. metres per child

Table C - Bedsits

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

Children shall not be accommodated in bedsits unless appropriate measures are taken to ensure their safety.

Table D - Common Living Rooms:

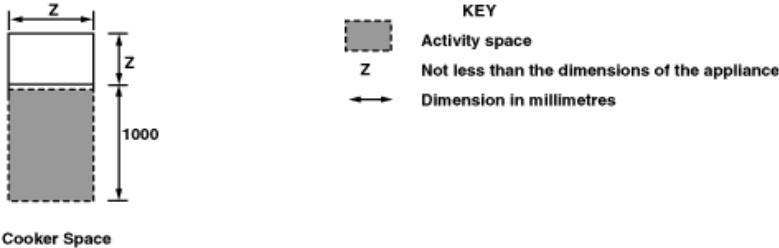
3-6 Persons	11 sq. metres
7-10 persons	16.5 sq metres
11-15 persons	19.5 sq. metres

No	Standard
1.4	Every bedroom shall be located so that it is not necessary to pass through another bedroom in order to reach a bathroom, water-closet compartment, or circulation space
1.5	Any underground room, the floor of which is more than 900mm below the surface of an adjoining street or the street nearest to the room, shall not be used as a bedroom unless the average ceiling height is more than 2100mm and adequate provision is made, to the satisfaction of the Council, for ventilation, lighting and protection against dampness.

2.0 FACILITIES FOR PREPARING, COOKING AND STORING FOOD

Standards 2.1 to 2.9 only apply to HMO that do not provide meals (Meal must include a minimum of breakfast and evening meal).

In determining the number of cookers, refrigerators, freezers or sinks or the adequacy or sufficiency of any of the above facilities all persons living in the premises are to be taken account of including persons such as the owner or manager and their families

No	Standard
2.1	Each housing unit must contain a cooker with rings, grill and oven, or alternatively cookers with 4 rings, a grill and an oven must be provided in a common kitchen on a scale of one cooker for every unit or fraction of a unit of five people accommodated within the HMO
2.2	<p>The following activity space shall be provided around any cooker:</p>  <p>KEY Activity space Z Not less than the dimensions of the appliance Dimension in millimetres</p> <p>Cooker Space</p> <p>Note: An activity space is measured at floor level</p>
2.3	Each housing unit shall be provided with a sink with a piped supply of hot and cold water and an integral drainer or, alternatively, sinks with an adequate piped supply of hot and cold water and an integral drainer shall be provided on a scale of one sink for every unit or fraction of a unit of five people accommodated and shall be provided in a common kitchen
2.4	Adequate food storage, for the number of occupants, shall be provided in each housing unit or within a common kitchen and shall be lockable where requested to be so by an occupant. A minimum of 1 cubic metre of storage for a maximum of 5 people and an additional 0.2 cubic metres of storage for each person above 5 people should be provided. Sufficient draw space for the storage of cutlery and other cooking utensils should also be provided.
2.5	1 reasonable size refrigerator and 1 reasonable size freezer for a maximum of 5 persons. The refrigerator must be sited within the kitchen.

2.6	A suitable and sufficient impervious work surface shall be provided for preparing food either within each housing unit or in a common kitchen. A surface space of 2 metre length for 3 people should be provided with an additional 60cm provided per person thereafter.
2.7	Where cooking facilities are provided within a housing unit (i.e. a bedsit), a sink, with a piped supply of hot and cold water and an integral drainer, and a work surface for preparing food shall also require to be provided within that bedsit.
2.8	Where meals are provided for residents, the premises must comply with The Food Safety Act 1990 and any regulations thereunder.
2.9	Where meals are provided additional facilities are required for occupants to prepare snacks and hot drinks
2.10	All occupants shall be afforded access to a suitable and satisfactory supply of drinking water

3.0 SANITARY FACILITIES

In determining the number of water-closets, baths or showers, or wash hand basins all persons living in the premises are to be taken account of including persons such as the owner or manager and their families where no separate exclusive facilities are provided for them.

No	Standard
3.1	There shall be provided within the HMO water-closets on the scale of one for every unit or fraction of a unit of five persons accommodated.
3.2	There shall be provided within the HMO baths or showers on the scale of one bath or shower for every unit or fraction of a unit of five persons accommodated
3.3	Every water-closet compartment shall have a washbasin within the water-closet compartment itself, or within an adjacent space providing the sole means of access to the water-closet compartment
3.4	Any compartment containing the water-closet pan and washbasin shall also be separated by a door from any room or space used wholly or partly for the preparation or consumption of food.
3.5	All sanitary facilities shall be so located as not to be more than one floor distant from any housing unit.
3.6	All access doors to sanitary and bathing facilities should be fitted with a suitable locking mechanism to ensure privacy. Obscure glazing should be provided where relevant to ensure privacy
3.7	All bathrooms and shower rooms should be provided with an IP44 rated light fitting if it is required in accordance with current regulations.

4.0 WATER SUPPLY

No	Standard
4.1	Hot and cold supplies shall be suitable and sufficient for the purposes for which they are required
4.2	An adequate supply of hot and cold water shall be provided to all baths, showers, sinks and wash-hand basins.
4.3	All water provided for domestic purposes (i.e. washing, drinking or cooking) must be wholesome

5.0 DRAINAGE

No	Standard
5.1	The HMO shall be provided with a safe and hygienic drainage system which meets the Building Regulations Technical Standards or otherwise meets with the satisfaction of the Council.

6.0 SPACE HEATING

No	Standard
6.1	Each bedroom and living room shall have a controllable fixed space heating appliance or shall be heated by a central heating system capable of maintaining a temperature of 18 degrees Centigrade within such rooms when the outside temperature is minus one degree Centigrade.
6.2	The use of Liquified Petroleum Gas room-heaters is prohibited within any part of the premises.
6.3	A solid fuel appliance used in space heating shall require an annual inspection/cleaning of the chimneys/flues and a certificate stating that the system is functioning properly shall be provided.
6.4	The provisions in Appendix 1 to these standards, for providing adequate ventilation or regarding the use of extract ventilation in relation to the use of fuel burning installations or appliances, shall require to be met.

7.0 LIGHTING & VENTILATION

No	Standard
7.1	Every bedroom and living room must be provided with adequate natural lighting which shall be provided by a window or windows having an aggregate glazed area equal to at least 1/15th of the floor area of the apartment and situated in wall or roof, or in a wall between the room and a conservatory
7.2	Suitable and sufficient electric lighting shall be provided in all parts of the premises including at least one lighting point in every circulation space, staircase, landing, passageway, bedroom, living room, kitchen, bathroom, water-closet compartment and other space having a floor area of 2 square metres or more
7.3	Any lighting point serving a stair within an HMO shall have controlling switches adjacent to the staircase at each storey. On any common stair, artificial lighting must operate from each landing or a suitable alternative such as energy efficient PIR (passive infrared sensors) or central control via a timer.
7.4	Every bedroom and living room shall 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.
7.5	Kitchens, bathrooms, and water-closet compartments shall either have natural ventilation (with a window or windows with an opening area to the open air equal to at least 1/30th of the floor area) or adequate mechanical ventilation.
7.6	Any ceiling strip light unit within the HMO must be fitted with a proper diffuser/cover.

8.0 ELECTRICAL SAFETY

No	Standard
8.1	An electrical Installation Condition Report (EICR) certificate which meets the requirements of BS 7671 must be provided to confirm that the electrical installation is functioning properly and is safe. The inspection must be carried out by a qualified person and have been carried out within the last 5 years or by earlier intervals if directed by the qualified person.
8.2	A current Portable Appliance Test (PAT) Certificate is required annually, or at earlier intervals if directed, for all plug-in appliances provided by the licence holder. The certificate must indicate whether the item has passed or failed. The certificate must identify the competent person who carried out the checks, detail their address and be signed by them.
8.3	A minimum number of 13 amp electrical socket outlets shall be provided in the premises to the following scale: <ul style="list-style-type: none">○ In each kitchen, 6 socket outlets;○ In each bedroom and living room, 6 socket outlets;

	o and anywhere in the HMO, 4 additional socket outlets
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9.0 GAS

No	Standard
9.1	An current certification confirming that any gas installations have been tested and approved by a competent person (i.e. a person who is Gas Safe Registered for the inspection of installations, appliances or premises of that nature) must be submit together with a record of defects identified and remedial works undertaken.
9.2	There must be installed a CO alarm which meets the requirements of BS EN 50291:2001 in the same room as any gas appliance. Alarms should be powered by a battery designed to operate for the working life of the alarm. Such alarms should incorporate a warning device to alert users when the working life is due to pass

10.0 GENERAL STANDARDS

No	Standard
10.1	<u>Contact of Emergency Services</u> Suitable arrangements for the tenants to contact the emergency service must be put in place and detailed in the tenancy agreement.

No	Standard
10.2	<p><u>Handrails And Protective Barriers</u> Every stair for a change in level of more than 600 mm shall 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. A Protective barrier shall also be required at the edge of any floor, stair, ramp or raised area where there is a difference in level of 600mm or more, and also at the edge of a landing where the route of travel from the adjoining level to the next flight changes direction through 90 degrees. Such a protective barrier must conform to the requirements of the current Building Regulation Technical Standards</p>

10.3	<u>Refuse Facilities</u> Adequate and appropriate storage must be provided for rubbish and recycling within the premises and outside as appropriate. The applicant must ensure that then tenants utilise the bins provided and that the bins are placed out on collection day and are returned to the storage area following collection (where applicable)
10.4	<u>Drying Facilities</u> Suitable arrangements internally or externally shall be provided for drying of clothes, bedding, etc
10.5	<u>Vermin</u> The premises must be maintained in such a manner and state of repair as to prevent an infestation by vermin.

11.0 STRUCTURE - REPAIR AND MAINTENANCE

No	Standard
11.1	The HMO shall meet the Tolerable Standard and comply with the Repairing Standard as defined by The Housing (Scotland) Act 2006.
11.2	The structure and exterior of the premises shall be kept fit and safe for human habitation and shall be kept in a good state of repair to the satisfaction of the Council.

The structure and exterior shall include, but not exclusively:

- *Any drain, gutter and external pipe;*
- *Any roof (including the roof covering, ridging, skews, valleys, dormers, flashings);*
- *Any external wall, external door (including the door frame, lock, hinge or mechanism, window (including any sill, catch, lock, mechanism, sash weight or cord), including external painting and decorating;*
- *Any internal wall, floor and ceiling, door (including door frame, lock, catch, hinge or mechanism), internal staircase or landing (including any handrail or protective barrier), including painting and decorating;*
- *Any chimney, chimney stack, chimney can, chimney stay, or flue;*
- *Any ventilation duct or terminal;*
- *Any plasterwork*
- *Any pathway, step, lift, external staircase, ramp or landing (including any handrail or protective barrier), or other means of escape or access;*
- *Any fuel store;*
- *Any common part;*
- *Any integral garage or store;*
- *Any boundary, wall, gate or fence*

12.0 INSTALLATIONS – REPAIR AND MAINTENANCE

No	Standard
12.1	Any installation, system or appliance provided for space-heating, water-heating, cooking, refrigeration, ventilation, drainage or sanitation or to satisfy any requirement of these Standards, or for the supply of water, gas, oil or electricity, shall be maintained and kept in proper and safe working order and in a good state of repair to the satisfaction of the Council and in accordance with any statutory requirements

Appliances, systems, installation including but not exclusively:

- *Any wash hand basin, bath, water-closet, shower (including base, cubicle, enclosure and apparatus), cistern, water tank, water treatment or distribution system in the control of the licence holder;*
- *Any private water supply system serving the premises for which the licence holder has a responsibility or over which he/she must exercise a duty of care;*
- *Any electrical wiring, installation or apparatus, and any water, gas or oil tanks and pipework or installation for the supply or use of those services within the control of the licence holder;*
- *Any fireplace, fireplace fitting, fire or space-heating or water-heating installation (including pipework, radiators, valves, pumps, cisterns, cylinders, back-boilers and immersion-heater units);*
- *Any door-entry system, lift alarm, emergency phone, and*
- *Any extractor fan or common TV aerial*

13.0 FIRE SAFETY

No	Standard
13.1	The license-holder must ensure that the premises used with regard to the license applied for are fully compliant with the requirements imposed by the Fire (Scotland) Act 2005 (As Amended). This places a duty on the licensee to undertake a Fire Risk Assessment and produce a Management Policy to ensure the safety of persons (whether they are employees, occupants, residents, tenants, visitors or others) in the premises in respect of harm caused by fire.

14.0 GENERAL SAFETY

No	Standard
14.1	The accommodation must have secure locks on all access doors and ground floor or accessible windows
14.2	Any entry door to a let bedroom shall be capable of being locked by the residents to ensure their privacy and security
14.3	All door locks must be capable of being opened from the inside without recourse to a key, so that residents can escape in case of fire

15.0 TENANCY AGREEMENT

No	Standard
15.1	The tenants must be provided with a clear statement in a form they can understand and keep for reference, of what is expected of them and what they can expect from the licence holder. The agreement must include certain key elements which are outlined in Appendix 2. A copy of the tenancy agreement must be provided.

APPENDICES

APPENDIX 1

VENTILATION REQUIREMENTS FOR COMBUSTION

1.0 SOLID FUEL

- 1.1 A solid fuel appliance shall have an adequate supply of air for combustion by way of permanent ventilation 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.
- 1.2 An air supply provided as follows will satisfy this requirement -
i. 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.

2.0 OIL FIRED

- 2.1 An oil-firing appliance installed in an appliance compartment should have a supply of air for cooling by way of permanent ventilation, in addition to air for combustion, either direct to the open air or to an adjoining space. This also includes a sub-floor space. Air for cooling should be provided in accordance with the recommendations in BS 5410: Part 1: 1997 and in OFTEC Technical Book 3 for an oil-firing appliance located in an appliance compartment.
- 2.2 An oil-firing appliance installed in a room or space should have a supply of air for combustion by way of permanent ventilation either direct to the open air or to an adjoining space which is itself permanently ventilated direct to the open air. This also includes a subfloor space. However this may not be necessary if it is a room-sealed appliance. An air supply should be provided in accordance with the recommendations in BS 5410: Part 1: 1997 or OFTEC Technical Book 3.

3.0 GAS FIRED

- 3.1 A gas-fired appliance shall have an adequate supply of air for combustion. Compliance with the following British Standards will satisfy this requirement –
- i: BS 5871: Part 3: 2005 for decorative fuel-effect gas appliances
 - ii: BS 5871: Part 2: 2005 for an inset live fuel-effect gas appliance
 - iii: BS 5440: Part 2: 2000 for any other gas-fired appliance
- 3.2 A gas-fired appliance installed in a confined space shall have an adequate supply of air for cooling in addition to air for combustion. Air for cooling should be provided in accordance with the recommendations in BS 5440: Part 2:

2000 for a gas-fired appliance located in an appliance compartment.

4.0 EXTRACT FANS

- 4.1 In dwellings where it is intended to install open-flued combustion appliances and extract fans, the combustion appliances should be able to operate safely whether or not the fans are running.

The installation of extract fans should be in accordance with the guidance below, and should be tested to show that combustion appliances operate safely whether or not fans are running:

- a. for solid fuel appliances, extract ventilation should not generally be installed in the same room or alternatively seek further guidance from HETAS. However in certain cases, such as large rooms where there is free flowing replacement air, a fan may be fitted provided a satisfactory spillage test is carried out in accordance with BRE Information Paper IP 7/94
- b. for oil-firing appliances, limit fan capacities as described in OFTEC Technical Book 3 and then carry out flue draught interference tests as described in Book 3 or BS 5410: Part 1: 1997
- c. for a gas-fired appliance, where a kitchen contains an open-flued appliance, the extract rate of the fan should not exceed 20 litres/second. To check for safe operation of the appliance(s) the recommendations in clause 5.3.2.3 of BS 5440: Part 1: 2000 should be followed.

APPENDIX 2

HIGHLAND COUNCIL TENANCY MANAGEMENT STANDARDS

1. Introduction

This document is part of the Highland Council's Standards for Houses in Multiple Occupation. It should only be read in conjunction with the other parts of those Standards and any conditions which apply to any licence allowing the operation of a House in Multiple Occupation.

This document sets out the minimum standards which require to be met in relation to the Tenancy Management of an HMO.

Section two of this document identifies a number of basic conditions that shall require to be met by all licence holders and which shall be taken account of in evaluating any application for a licence. These are identified as "Basic Rights and Responsibilities".

Section 3 of this document stipulates those individual items that shall be included in all Occupancy or Tenancy Agreements

2. Basic Rights and Responsibilities

- An occupancy/tenancy agreement shall be issued to all tenants of an HMO
- No Tenant shall be evicted without due process
- The respective responsibilities of both Landlord and Tenant shall be clearly defined and any occupancy/tenancy agreement shall include a contract that identifies how each shall be afforded his/her rights and meet his/her respective responsibilities
- Tenants shall be afforded peaceful occupation of their homes, free from any harassment
- Tenants shall be expected to live in a manner that takes account of others who share the HMO
- The Council shall take action where required against landlords who consistently breach the guidance identified above or who fail to achieve the minimum standards required of them in terms of this guidance

3. The Occupancy/Tenancy Agreement

All Occupancy/Tenancy Agreements shall include the following minimum requirements. Agreements will require to approved by The Highland Council. Once approved, the agreement shall not be altered without the prior written agreement of The Council.

3.1 Record Keeping

Records maintained by a landlord shall include all the following, and any occupancy agreement or tenancy agreement shall include those items marked by an asterisk:

- The residents name*
- The Landlords name*
- The address of the accommodation the tenant is to occupy*
- The address of the landlord (business or private address)*
- The date of first occupation*
- The date the Tenancy begins*
- The date the property becomes vacant
- The date the tenancy will be concluded (If it's a fixed term lease.)*
- The date of any review of the occupancy/tenancy agreement or lease*
- The date the tenancy actually ended

3.2 Rent

An occupancy/tenancy agreement shall include the following:

- The full amount of rent payable
- The frequency at which rent must be paid
- A list of all charges included in the rent payment including fuel charges, council tax charges etc.
- A requirement for a rent book to be issued to all tenants or for individual receipts to be issued for rent payments.
- The date and/or frequency of all rent reviews
- The amount of any rent deposit
- A full description of those items against which a rent deposit is held and a precise definition of those circumstances under which a rent deposit may be retained in whole or part.
- An agreement that the deposit or part thereof which is due will be returned within 14 days of the end of the occupancy/tenancy agreement.

3.3 Safety

An occupancy/tenancy agreement shall make provision for:

- The landlord's responsibilities for health and safety to be detailed
- The frequency and dates of safety and maintenance inspections to be recorded
- Copies of inspection reports to be made available to tenants on request
- Residents to give full access to and co-operation to persons undertaking safety and maintenance inspections or works (including authorised persons appointed by the Council, Police Scotland and the Scottish Fire and Rescue Service).
- Landlords to give at least 7 days notice when access is required to a tenant's private space
- A fixed-point telephone in full working order to allow residents to contact emergency services if necessary

- All let rooms to be maintained in a lockable condition

3.4 Furnishings

Any Occupancy/Tenancy Agreement must include:

- Where furniture and appliances are provided, an inventory of these and their condition at the time of occupation
- An undertaking that all furniture and furnishings and appliances comply with the relevant safety legislation
- Details of any damage within the property identified at the time of occupation
- An agreement that normal wear and tear of furniture and furnishings and appliances shall be the responsibility of the landlord and shall not be made the subject of any claim on a rent deposit
- An agreement that wear and tear caused by misuse or malicious damage will be the responsibility of the tenant

3.5 Complaints

Any Occupancy/Tenancy Agreement shall include:

- A provision that the landlord shall have a complaints procedure and shall notify tenants how it operates
- A provision that the landlord shall keep a confidential record of all complaints made and that this record shall be made available to the local authority on request
- A provision that the landlord shall agree to investigate fairly all complaints received
- A provision that the landlord shall agree to advise any tenant where a complaint has been made against him/her and of any action being taken or proposed, without prejudice to any legal proceedings which may be instigated.

3.6 Repairs and Maintenance

Any Occupancy/Tenancy Agreement shall:

- Clearly define the respective responsibilities for repairs and maintenance.
- Require the landlord to maintain the property, inside and outside, in a good state of repair
- Require that the HMO shall be always maintained in a condition fit for human habitation
- Require the landlord to ensure that all property and equipment inspections are arranged as required and that any remedial action identified by current safety legislation is undertaken by the landlord
- Require tenants to take reasonable care of all property
- Require Landlords to have in place a system for reporting defects and accessible to tenants
- Specify the time taken within which the landlord must respond to reported defects

- Include a provision that tenants must agree to report all defects as soon as practicable within the agreed reporting procedures, and take appropriate action in emergency situations to attempt to stop any further damage from occurring
- A requirement that a landlord must keep a written record of any action taken by him/her following a malicious or destructive act by a tenant.

3.7 Miscellaneous Landlord Responsibilities

An Occupancy/Tenancy Agreement shall include a provision:

- That the landlord will take account of any tenant's disability
- That a Landlord who accesses a tenant's room for any reason without the tenant's consent must be accompanied by a witness and must record the reason, action and outcome of the entry
- That where mail has been delivered, landlords shall make it available to tenants on a daily basis and that mail shall be handed over in private and unopened
- That the landlord must ensure arrangements have been made for the safe storage and disposal of all refuse from the premises.
- That the landlord must adequately insure the HMO for the purpose for which it is being used
- That the landlord shall provide a translation of the occupancy/tenancy agreement into other languages will be made available where required
- That the landlord must identify any rights of succession to the tenancy
- Regarding the extent, if any, of a tenant's right to sub-let or part-let the property

3.8 Miscellaneous Tenant Responsibilities

An Occupancy/Tenancy Agreement shall include a provision that:

- Tenants will not use any electrical appliances that are in an unsafe condition or for any other purpose other than that for which they were designed.
 - Tenants who wish to have their personal property or belongings insured should make such arrangements for insurance themselves
 - Tenants shall occupy the accommodation identified in the occupancy/tenancy agreement and shall advise the landlord of any absence that may last longer than seven days
 - Tenants shall advise the landlord if there is any material change in their use of the property
 - Tenants shall not use the property for any illegal purpose
 - Tenants will not keep any animal on the premises without the prior written agreement of the Landlord
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