

H.M.O MANAGEMENT STANDARDS

Licensing conditions to be included in all H.M.O Licences (numbered “LC” – Licensing Condition).

Mandatory Conditions

- LC1** The Licence Holder must take steps to ensure that the property, fittings and furniture, including fire precautions, plumbing, gas and electrical installations, are maintained throughout the period of the licence to the standard required. The HMO owner should hold all the necessary certificates.
- LC2** 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.
- LC3** The Licence Holder must ensure that the physical standards for HMO living accommodation assessed as suitable by the local authority when approving the licence application are met at all times.
- LC4** The Licence Holder must ensure that the number of persons residing in the premises shall not exceed the maximum number stated on the licence.
- LC5** The Licence holder must make the Licence, including any conditions and the current electric and gas certificates available to occupiers within the premises where it can be conveniently read by residents. The Licence Holder shall further at all times display the HMO Licence in a prominent position within the premises.
- LC6** The Licence Holder must ensure that actions to secure repossession are only by lawful means.
- LC7** The Licence Holder must ensure that liquefied petroleum gas (LPG), or any other highly flammable liquid, gas or substance, is not used or, unless in any external store designed and approved for such storage, stored on the premises.
- LC8** The Licence Holder shall comply with the current regulations regarding the maximum re-sale prices of gas and electricity supplied, as appropriate.
- LC9** The Licence Holder shall ensure that let rooms are fitted with a lever latch and secured with a suitable local and thumb turn mechanism or other appropriate locking mechanism.

Local Conditions

- LC10** The Licence Holder must comply with all relevant legislation affecting private sector residential tenancies including the Tolerable Standard and the Repairing Standard, and all legislation relating to other activities carried on in the premises, such as the provision of care or support, or food preparation.
- LC11** The Licence Holder must provide tenants and adjoining neighbours with details of how they can contact him or his agent in an emergency, or with non-urgent complaints.

- LC12** The Licence Holder must ensure that a telephone line is available in an area of the property accessible to all tenants, where the tenants can provide a handset and arrange for the telephone service to be provided.
- LC13** The Licence Holder must ensure that the premises used with regard to the licence granted 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 other) in the premises in respect of harm caused by Fire. Further information on Fire Safety is available at Appendix 1 to these conditions and referred to for its terms.
- LC14** The Licence Holder shall manage the premises in accordance with the terms of the Local Authority Management Standards for HMOS attached as Appendix 2 to these conditions and referred to for their terms, in so far as those Management Standards are applicable to the premises licensed. In particular, the Licence Holder or his appointed Agent, shall ensure that a copy of the “Tenant Information Pack” containing the prescribed information is available within the premises in an easily accessible location at all times when there are persons in residence.
- LC15** The Licence Holder shall ensure that up-to-date records are maintained for all residents. [further information on tenancy agreements is attached as Appendix 3 to these conditions] These records shall be made available on request to officers of the Local Authority, and to officers authorised by the Chief Constable of Grampian Police or the Chief Officer of Grampian Fire and Rescue Service, and shall include the following details:
- Each resident’s full name
 - Dates of entry and departure of each resident
 - Records of rental payments and arrears
- LC16** The Licence Holder shall allow access to the premises, for HMO licensing purposes, to any person authorised in that behalf by the Local Authority, the Chief Constable or the Chief Officer of Grampian Fire and Rescue Service.
- LC17** The Licence Holder shall not make or cause or permit to be made any material change to the premise’s licensed activity or any occupancy agreement without the prior written consent of the Local Authority
- LC18** The Licence Holder shall notify the Local Authority immediately of any material change of circumstances affecting the licence premises or licensed activity or the Licence Holder (or agent appointed by him to manage part or all of the licensed activity), including details of any change of address or place of business or criminal convictions incurred by such persons since the granting or renewal of the licence.
- LC19** The Licence Holder shall require to deal, without delay, with any matter, which, in the opinion of an authorised person, renders the premises to be no longer suitable for use as an HMO, or which presents an unacceptable risk to any residents.
- LC20** The Licence Holder shall notify the Local Authority, as soon as is reasonably practicable to do so, of the details of any incident affecting or within the licence 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.

LC21 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 Local Authority, the structure and exterior of the premises.

LC22 The Licence Holder must manage the property in such a way as to seek to prevent or deal effectively with any anti-social behaviour by tenants to anyone else in the HMO or the locality of the HMO.

APPENDICES

APPENDIX 1 - FIRE SAFETY STANDARDS

FIRE (SCOTLAND) ACT 2005

1. In order to comply with the requirements of the Fire (Scotland) Act 2005 the Licence Holder must use the sector specific guidance supplied free by the Scottish Government on www.firelawscotland.org
2. In order to ascertain the adequacy of the existing fire precautions within an HMO, a risk assessment requires to be carried out by or on behalf of the Licence Holder 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.

MANAGEMENT STANDARDS

APPENDIX 2 - MINIMUM STANDARDS IN HMOs

It should be pointed out at this stage, that the information contained in this Appendix sets out advice and information on the minimum standards Aberdeenshire Council requires Licence Holders to meet. It is an aid to compliance with the legislation. It is not exhaustive. Licence holders are advised to consider these matters carefully and if in doubt, engage appropriate professionals to assist and advise in how to comply with these matters.

Space & Layout

Properties must not be overcrowded. The definition of overcrowding is as set out in Part VII of the Housing (Scotland) Act 1987.

Sleeping Accommodation

An HMO should not be overcrowded. Normally, sleeping accommodation will be in the form of single or double bedrooms, although other arrangements can be accepted. Every room used as a bedroom should be capable of accommodating at least:

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

together with adequate activity space.

Details of the minimum room dimensions, furniture and activity spaces are included in Annex A.

Location

Every bedroom should be located so that it is not necessary to pass through another bedroom in order to reach a bathroom, toilet compartment or circulation space. If there is not a WC on the same level as each bedroom, there must be one no further than the next floor up or down.

Kitchens

Where kitchen facilities are provided for residents' use they shall have:

- one sink with integral drainer for a maximum of 5 persons. Every sink shall be provided with an adequate piped supply of hot and cold water.
- The cold water supply to every sink shall be a wholesome water supply, direct from the rising main, suitable for drinking and other domestic purposes.
- There should be a minimum of 1 cubic metre of storage for a maximum of 5 people (reflects the current minimum requirements of the Building Regulations for a domestic dwelling). An additional 0.2 cubic metres of storage for each person above 5 people should be provided.
- Sufficient drawer space for the storage of cutlery and other cooking utensils.
- There should be impervious work surface space of 2m for three people, and for any people above that number an additional 60cm should be provided per person. This is an overall allocation which should provide appropriate space for items such as kettles or microwaves which are not specific to an individual.

- 1 refrigerator and 1 freezer for a maximum of 5 persons. The freezer does not require to be sited within the kitchen.
- 1 cooker with oven, grill and 4 cooking plates or rings for a maximum of 5 persons.
- Cookers should be provided with the associated activity space shown in Annexe A and 300mm worktop width available on both sides.
- Where cooking is carried out in a bedsitting room, a cooker, sink with drainer and adequate worktop must also be provided.
- Where any bedroom is provided with a cooker for the sole use of the occupants of that room, these persons will be discounted in determining how many cookers require to be provided in a communal kitchen.
- Where all meals are provided to occupants a facility shall be available for making light snacks and hot drinks. This will include access to a wholesome, piped supply of drinking water.
- Microwave ovens and 12 place automatic dishwashers may be provided where appropriate but these do not entirely replace cookers and sinks.
- Where requested, tenants shall be provided with lockable kitchen cupboards

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 five people.

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

A door shall separate the WC and WHB from any room or space used wholly or partly for the preparation or consumption of food. Where this is the case the WC must be suitably ventilated by mechanical ventilation.

A suitable locking mechanism should be fitted to access doors to sanitary and bathing facilities to ensure privacy. Where required, obscure glazing should be provided to ensure privacy.

Every wash hand basin, bath and shower should be provided with an adequate piped supply of hot and cold water.

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.

Lighting & Ventilation

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.

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 toilets 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.

Artificial Lighting

There should be:

- (a) An electric lighting system providing at least one lighting point to every circulation space, bedroom, living room, kitchen, bathroom, toilet compartment and other space having a floor area of 2 square metres or more.
- (b) Any lighting point serving a stair within an HMO should have controlling switches adjacent to the staircase at each storey or a suitable alternative such as energy efficient PIR (passive infrared sensors) or central control via a timer.
- (c) In order to prevent the risk of electric shock and damage to electrical wiring due to condensation, all bathrooms and shower rooms should be provided with an IP44 rated light fitting where required in accordance with current regulations. Licensees should seek advice from a competent electrician in this regard. These must be fitted in accordance with the timescales set out by Aberdeenshire Council's HMO Officer, or such other officer as authorised to do so by the Council.
- (d) Any ceiling strip light unit within the HMO must be fitted with a proper diffuser/cover.

Electrical Safety

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. Such certification requires to be submitted before the licence can be granted. Certification also requires to be provided with the application for renewal of the licence (every 3 years).

The number of electrical socket outlets must meet at least the minimum requirements being:

- 6 in each kitchen
- 6 in each bedroom and living room; and
- 4 additional sockets anywhere in the building

General Standards

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.

Structure – Repair and Maintenance

- 1 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:
 - (a) Any drain, gutter and external pipe
 - (b) Any roof (including the roof covering, ridging, skews, valleys, dormers, flashings)
 - (c) Any external wall, external door (including the door frame, lock, hinge or mechanism, window (including any sill, catch, lock mechanism, sash weight or cord, window glass), including external painting and decorating.
 - (d) Any internal wall, floor and ceiling, door (including door frame, lock, catch, hinge or mechanism, any fitted glass), internal staircase or landing (including any handrail, protective barrier, floor or stair covering, e.g. carpet or vinyl) including painting and decorating.
 - (e) Any chimney, chimney stack, chimney can, chimney stay or flue.
 - (f) Any ventilation duct or terminal
 - (g) Any plasterwork
 - (h) Any pathway, step, lift, external staircase, ramp or landing (including any handrail or protective barrier), or other means of escape or access.
 - (i) Any fuel store
 - (j) Any common part
 - (k) Any integral garage
 - (l) Any boundary, wall, gate or fence.
 - (m) Any garden area.

Installations – Repair and Maintenance

- 1 Any installation, system or appliance provided for space heating, water heating, cooking, refrigeration, ventilation, drainage or sanitation or to satisfy any requirements of these Standards, or for the supply of water, gas, oil or electricity, including, but not exclusively:
 - (a) Any wash-hand basin, bath, toilets, shower (including base, cubicle, enclosure and apparatus), cistern, water tank, water treatment or distribution system in the control of the licence holder.
 - (b) 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.
 - (c) Any electrical wiring, installation or apparatus, and any gas or oil tanks and pipework or installation for the supply or use of those services within the control of the licence holder.
 - (d) 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).
 - (e) Any door entry system, lift alarm, emergency phone.
 - (f) Any extractor fan
 - (g) Common TV aerial

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.

Refuse

1. The Licence holder shall provide adequate facilities for the storage and disposal of refuse. Refuse bins and wheeled bins used at terraced and tenement properties must be clearly numbered.
2. The licence holder must ensure that the tenants utilise the bins provided and must advise tenants of the refuse collection day to ensure that refuse is placed out for collection and bins are returned to the bin storage area following collection (where applicable).
3. The Licence Holder shall ensure that all common bin storage areas are kept clean, tidy and in a well-maintained conditions.
4. The Licence Holder shall also take all reasonable steps to ensure that at the end of a tenancy, or term-time, all tenants dispose of their rubbish responsibly.

Maintenance, Inspection and Certification of Installations

1. The Licence Holder shall maintain and keep in proper working order, to the satisfaction of the Local Authority, and in compliance with any statutory requirements, any installation provided for Space-Heating, Water-Heating, Ventilation, Sanitation or for the supply of Water, Gas, Oil or Electricity.
2. Any works to the gas or electrical installations must be carried out in accordance with the Gas Safety (Installation and Use) Regulations 1988 and BS7671 (IEE Wiring Regulations 17th Edition) – Requirements for Electrical Installations.

Solid Fuel, Chimneys and Flues

1. The Licence Holder shall ensure that an annual inspection of solid fuel fires, installations and appliances, and annual inspection/cleaning of chimneys/flues serving solid fuel appliances or fires shall be carried out by a competent person. Following the execution of any necessary repairs or works identified by that person, the Licence Holder shall obtain a certificate stating that the system is functioning properly and safely.

Oil

1. The Licence Holder shall ensure that an annual inspection of all oil-fired appliances or installations in carried out by a competent person. Following execution of any necessary repairs or works identified by that person, the Licence Holder shall obtain a certificate stating that the system is functioning properly and safely.

Gas

1. Under the Gas Safety (Installation and Use) Regulations 1998, the Licence Holder must have an annual gas safety check carried out on all gas appliances and/or installations by a Gas Safe registered engineer. 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 signed and dated Landlord's Gas Safety Certificate stating that the installations and appliances are functioning properly and safely. The Licence holder is required to retain the current Gas Safety Certificate and those of the previous two years and must make these available for inspection by the Local Authority upon request.

Carbon Monoxide Detectors

1. If not already in place, battery operated carbon monoxide detectors must be installed in HMO's where there is a gas supply or gas burning appliance such as boiler, cooker, living flame fire or water heater. The CO alarm must meet the requirements of BS EN 50291:2001 and 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. Further guidance on the type and recommended location of the alarm is available in BS EN 50292:2002 and in the manufactures' instructions.

Electricity – Electrical Installation Condition Report (EICR)

1. The Licence Holder shall ensure that a qualified person carries out a formal inspection of the Electrical Installations (in accordance with chapter 73 of BS 7671) every three years. Certification must be provided to the Local Authority to confirm that the installed electrical system has been inspected, is safe and is functioning properly. The EICR replaces the former PIR.
2. The inspection shall be carried out by a competent electrical engineer, preferably a member of an approved electrical trade body. The EICR must meet the following minimum requirements:
 - Thorough visual inspection of the complete electrical installation which is not concealed.
 - At least a 20% sample of the internal condition of all fixtures and fittings
 - Complete testing of all circuits (fittings and accessories)
 - Schedule of Inspections and Schedule of Test Results must be fully completed and submitted
3. Following any remedial works required, the Licence Holder shall obtain a satisfactory Electrical Installation Condition Report for an Electrical Installation (as prescribed in IEE Guidance Note 3, Inspection and Testing)

Maintenance and PAT Certification of Appliances

1. The Licence Holder shall ensure that any appliance provided by him/her, in terms of this Licence or any occupancy agreement, functions properly and safely.
2. The Licence Holder shall ensure that an annual inspection is carried out by a competent person on all electrical appliances provided by the Licence Holders, and shall obtain a Portable Appliance Test (PAT) Certificate from that person which (a) details the individual readings for each appliance; (b) shows whether the item passed or failed; (c) confirms if the item has been repaired or replaced; and (d) confirms that, following checks, all remaining appliances are functioning properly and safely.
3. Any repairs or works found necessary during the course of any annual 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.

Noise Nuisance

1. The Licence Holder or his agent or manager responsible for the day-to-day running of the premises shall ensure as far as reasonably practicable that no disturbance or noise arises from or within the premises.

Records & Certificates

1. The Licence Holder or his agent, 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 the licence, or relating to any Management Standard approved by Aberdeenshire Council.
2. The Licence Holder shall require to retain any record, document or certificate required in terms of this licence, or as a Management Standard approved by Aberdeenshire Council, 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.
3. All installations, systems or fixed appliances shall be maintained and kept in proper and safe working order, and in a good state of repair, to the satisfaction of the Local Authority and in accordance with any statutory requirements.
4. Any appliance provided by the tenant must be in a good state of repair and operate safely, must only be used for the purpose for which it was made, and must be suitable for that purposes, taking account of where it is used.

Security

1. The accommodation must have secure locks on all access doors and ground floor, accessible windows.
2. All locks must be capable of being opening from the inside without recourse to a key.

Water Supply & Drainage

1. Hot and cold water supplies shall be suitable and sufficient for the purpose for which they are required.
2. The cold water supply to every sink shall be a wholesome water supply, direct from the rising main, suitable for drinking and other domestic purposes i.e. washing and cooking.
3. 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 Local Authority.

Laundry

1. Suitable arrangements internally or externally shall be provided for the drying of clothes, bedding etc.

Vermin

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 which arises from or within any common area of the premises.

Public Liability Insurance

1. The Licence Holder shall, during the period of the licence, hold third party Public Liability Insurance providing a minimum level of indemnity of FIVE MILLION POUNDS (£5,000,000) in respect of the premises and the licensed activity.

Space Heating

1. The premises are to be served by fixed space heating appliances or shall be heated by a central heating system capable of maintaining a temperature of 18 degrees centigrade when the outside temperature is 1 degree centigrade. (A higher temperature may be specified where the HMO is intended to be occupied by older people or others who need additional heating.)
2. The use of Liquefied Petroleum Gas room heaters is prohibited within any part of the premises.
3. The use of any portable heating appliances is prohibited within any part of the premises.
4. There must be a certificate stating that the central heating system is in proper working order.
5. The provisions of Annex B to these Standards, for providing adequate ventilation or regarding the use of extract ventilation in relation to the use of fuel burning installations or appliance require to be met by the Licence Holder.

ANNEX A

TECHNICAL SPECIFICATIONS FOR PHYSICAL STANDARDS

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
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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	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.
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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

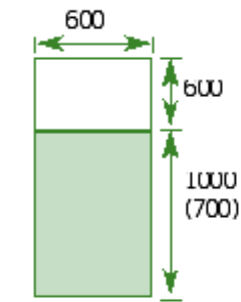
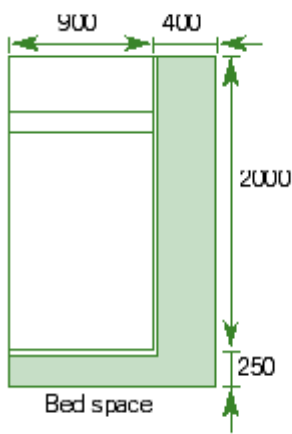
Local authorities will take account of the property layouts available in their area in arriving at what they consider to be reasonable space where rooms are combined. This should not just be an issue of size, but also consider shape and layout in considering what represents an adequate standard.

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

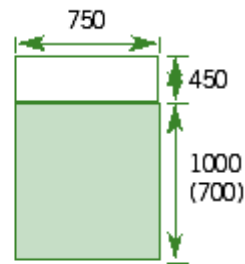
Standards for Communal Living Room

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

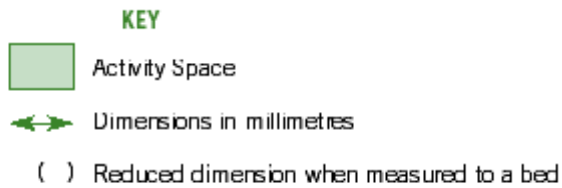
Activity Spaces for bedrooms



Wardrobe Space



Chest of Drawers Space

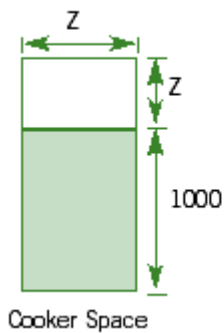


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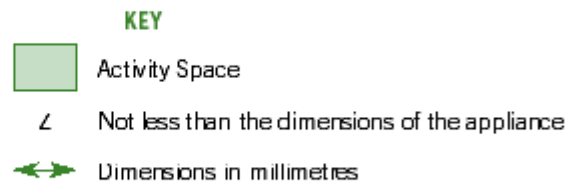
1. An activity space is measured at floor level.
2. The shaded area of an activity space may overlap only the shaded area of another activity space.

P2 KITCHENS

Activity Space for Cookers



Cooker Space



ANNEX B

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 open air or to an adjoining space (including sub-floor space) that is itself permanently ventilated direct to open air.
- 1.2 A air supply provided as follows will satisfy this requirement –
- (a) Traditional open flue fire: 50% of the cross-sectional area of the throat or the flue as appropriate; or
 - (b) Any other solid fuel appliance: a permanent air entry opening or openings with a total free area of 550mm² for each kW of combustion appliance rated output over 5kW

2.0 OIL FIRED

- 2.1 An oil-fired appliance, other than a room-sealed appliance, shall have a permanent supply of air for combustion by either direct to the open air or to an adjoining space (including sub-floor) which is permanently ventilated direct to open air. Compliance with section 4 of BS 5410: PART1 1997: will satisfy this requirement.
- 2.2 An oil-fired appliance installed in a confined space shall have an adequate 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 (including sub-floor). Compliance with Clause 4.4.3 of BS 5410: Part 1: 1997 will satisfy this requirement.

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:
- (a) BS 5871: Part 3: 2005 for fuel-effect gas appliances
 - (b) BS 5871: Part 2: 2005 for an inset live fuel-effect gas appliance
 - (c) BS 5440: Part 2: 2009 for any other gas-fired appliance.
- 3.2 A gas-fired appliance installed in a confined space shall have adequate supply of air for cooling in addition to air for combustion. Compliance with BS 5440: Part 2: 2009 will satisfy this requirement.

4.0 EXTRACTION FANS

- 1.0 Where an extraction fan is fitted in the same room (or in an adjoining room) as an open-flue combustion appliance a spillage test shall be carried out to ensure the combustion appliance is operating safely. Testing to the following guidance will satisfy this requirement;
- (a) For a solid fuel appliance, BRE Information Paper 7/94; (NOTE: An extract fan shall not be fitted in the same room as an open-flue solid fuel appliance.)
 - (b) For an oil-fired appliance, Clause 4.4.7 of BS 5410: Part 1: 1997 and OFTEC Technical Information Note T1/112; and

(c) For a gas-fired appliance, Clause 4.3.2.3 of BS 5440: Part 1: 1990

APPENDIX 3 - GUIDANCE ON TENANCY/OCCUPANCY AGREEMENTS

It should be pointed out at this stage, that the information contained in this Appendix sets out general advice and information on tenancy/occupancy agreements. It is an aid to compliance with the legislation. It is not exhaustive. Licence holders are advised to consider these matters carefully and if in doubt, engage appropriate professionals to assist and advise in how to comply with these matters.

General

1. The Licence Holder shall provide each tenant 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 their landlord. The agreement should include certain key elements which are outlined in the Annex to this Appendix.
2. The Licence Holder must act lawfully and reasonably in requiring any advance payments, handling rents, returning deposits and making deductions from deposits. This must be clearly detailed in the tenancy or occupancy agreement.
3. The tenancy/occupancy agreement must clearly set out the amount of rent, what it covers, how it is to be paid, how any changes or rent will be notified to the tenant, arrangements for return of rent deposits and how any deductions from the deposit will be agreed.
4. The tenancy/occupancy agreement must clearly set out the respective responsibilities of the landlord and the tenant for cleaning, maintaining and repairing the property, fittings, furnishings, common areas, gardens and environment areas. This must include timescales for the tenant to report any disrepair which is the responsibility of the landlord to rectify and for the landlord to respond. Where an HMO is in a shared building, the landlord should co-operate and participate in the general repair and maintenance of the building and the cleaning of common parts. A statement must be included to indicate that where a tenant fails in any of his common part responsibilities, the landlord may carry out those responsibilities and recover the costs from the tenants.
5. The tenancy/occupancy agreement must state that the tenant is entitled to receive reasonable notice, for example 24 hours, in writing, of the landlord's intention to enter the property, or areas of the property to which he or his staff do not normally have access, for the purpose of carrying out maintenance, repairs or inspection. (This does not restrict emergency access if necessary. Access for other purposes, such as cleaning, security or to provide care, should be dealt with separately, where applicable)
6. The tenancy/occupancy agreement must make it clear that the tenant, and any person visiting the tenant, must not commit any form of harassment, or behave in a way that causes nuisance or distress, to any other person in the HMO or in the locality of the HMO. This extends to any harassment or behaviour that may be construed as anti-social which may interfere with the peace and comfort, or cause offence to, any other tenant of the HMO, any neighbour or members of their families either in their accommodation or within the vicinity of their house. Tenants must also not cause or allow any members of their household, or any person visiting their household to commit any act of violence or form of harassment to the landlord or any member of the landlord's staff.

7. The tenancy/occupancy agreement must provide 24-hour emergency contact details and give details of the landlord or agent's name and address.
8. The tenancy/occupancy agreement must clearly set out whether the tenant may sublet.
9. The tenancy/occupancy agreement must state the start and end date of the tenancy.
10. The tenancy/occupancy agreement must include a statement indicating that pursuit or repossession of a tenant's accommodation will be lawful court proceedings only.
11. The tenancy/occupancy agreement should clearly set out how rubbish is to be disposed of. The tenancy/occupancy agreement should state that the tenant must adhere to the laid-down procedures for disposal of rubbish, using appropriate bins, presenting rubbish on the correct days, and, subsequently returning bins to the appropriate place. At the end of the tenancy, or for students the end of term time, all rubbish must be disposed of appropriately.
12. The tenancy/occupancy agreement must confirm that the tenants will not use or allow that accommodation to be used for illegal or immoral means.
13. The tenancy/occupancy agreement must confirm that the tenants will not interfere with equipment or services, in particular those related to general safety or fire safety, such as door closers and smoke detectors. Tenants must not misuse fire precaution equipment.

Tenancy/Occupancy Agreement

1. The Licence Holder shall require to comply with his contractual obligations in terms of any tenancy/occupancy agreement approved by the Local Authority in terms of Aberdeenshire Council's Management Standards for Houses in Multiple Occupation (in other words with the terms and information set out in this Appendix).
2. All residents must be provided with a written occupancy agreement that meets with the approval of the Local Authority. An occupancy agreement that has been approved by the Local Authority must not be altered unless the Licence Holder has received the prior written approval of the Local Authority for any such alteration.

Rent Receipts & Deposits

1. The Licence holder or his agent shall require to record, date and sign all payments of rent in a rent-book which will 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.
2. The Licence holder shall issue signed and dated, written receipts for any rental deposit received and shall refund to the resident, within 14 days of any agreed occupancy termination date, any rental deposit or part thereof due to the resident. The Licence Holder shall provide, within 14 days, written confirmation of any agreement made by him regarding an occupancy termination date on being requested to do so in writing by any resident.

ANNEX

OCCUPANCY AGREEMENTS CHECKLIST

The following checklist gives an indication of the sorts of provisions that landlords should consider including 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 information regarding the location of a telephone 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 re-housing of temporarily displaced tenants.
- Agreement to set out rights on sub or part letting of property.

Agreement to contain following clauses relating to repairs and maintenance:

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 Furnishings (Fire) Safety Regulations 1988 and other relevant legislation and regulations.

Security

- The Landlord will ensure that, where requested by the tenant, let rooms are fitted with a lever latch and secured with a suitable lock and thumb turn mechanism.

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 TV licence.
- liability to be agreed for payment of council tax.