

Draft Licence Conditions

Important Notice

The person to whom this licence is granted is responsible for ensuring compliance with its conditions at all times and remains so whether or not another person has also agreed to be bound by them.

Definitions

For the purpose of licensing conditions attached to a licence:

In these licence conditions:

“house” refers to the building or such part of it as is licensed under Part 3 of the Housing Act 2004;

- “Authority” refers to the local authority, namely Southend Borough Council;
- “Licence Holder” refers to: (a) the person to whom the Authority has granted this licence; and (b) from the date of his or her consent, any other person who agrees to comply with the licence restrictions and obligations that follow;
- “Mandatory Licence Conditions” refers to conditions that the Authority is obliged to impose under any licence granted under Part 3 Housing Act 2004 by virtue of Schedule 4 of that Act.

Conditions for the regulation of licensing properties under Part 3 of The Housing Act 2004.

Tenancy Management

Permitted Occupation

1. The Licence Holder must, if required, by written notice, provide to the Authority within 14 days on demand, the following particulars as may be specified in the notice with respect to the occupancy of the house:

- (a) The names and number of individuals/households accommodated specifying the rooms they occupy within the property.
- (b) Number of individuals in each household.

Notification of Changes

2. The Licence Holder must inform the Landlord Licensing team directly, in writing, of any changes listed below within 14 days of the change occurring:

- a) Licence Holder’s change of address, contact telephone number or email address.
- b) Manager’s change of address, contact telephone number or email address.
- c) Change of emergency contact number provided to the tenant.
- d) Any changes to the Licence Holder, the Manager’s or any associate’s circumstances which could affect their fit and proper person status, i.e. any cautions or convictions for any offence involving fraud, dishonesty, violence, drugs, sexual offences (under Sexual Offences Act, schedule (3) discrimination or breach of housing or landlord / tenant law or convicted of a banning order offence or issued with a banning order.

Written information

3. The Licence Holder must supply the occupiers of the property with a written statement of the terms on which they occupy it within 7 days of the commencement of their occupation of the property.*

4. Within 7 days of the commencement of any new tenancy or within 14 days of the licence coming into force for tenants already in occupation on that date, the Licence Holder must provide the occupier(s) with:

- a) Written information explaining how they can make a complaint in relation to matters concerning their occupation, such as disrepair/pests/emergency issues relating to the security of the property, (this must include a contact address, daytime telephone number and emergency out of hours telephone number) and how the Licence Holder will deal with such issues, including timescales for completion of repair works;
- b) Written information of arrangements for the disposal of rubbish and bulky waste (including where applicable, details in relation to obtaining and returning ally-gate keys); and
- c) A copy of the licence, including licence conditions, for the property.

5. Any changes to contact details, for the purposes of reporting complaints or emergencies, must be provided to the tenant within 24 hours of the change taking place. A written record must be kept of this and provided to the Authority within 14 days on demand.

6. The Licence Holder must demand references from persons who wish to occupy a letting in the property before entering into any tenancy agreement with them.*

7. The Licence Holder must retain all references obtained for tenants of the property for the duration of this licence and provide copies to the Authority within 14 days on demand.

8. When rent or licence fees are collected or received in cash from the occupiers, a written rent receipt must be given to the occupiers, within 7 days of receiving the rent (this can be an email or written invoice confirming to the tenant, the date and amount paid). Copies of the rent receipts and records must be provided to the Authority within 21 days on demand.

Anti-Social Behaviour

9. The Licence Holder must ensure that any tenancy agreement granted after the issue of this licence includes the following clause within the tenant's obligations:

“ Nuisance and Anti-social Behaviour: Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include but not limited to failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status).”

10. The Licence Holder must effectively address all problems of anti-social behaviour resulting from the conduct on the part of a tenant, occupiers, or visitors to the property by complying with the requirements of paragraphs (a) to (i) below amongst other steps as appropriate:

The Licence Holder must not ignore or fail to take action, if he has received complaints of anti-social behaviour that concern the occupiers of or visitors to the property or that result from their actions.

- a) Any letters, relating to anti-social behaviour, sent or received by the Licence Holder, or agent of the Licence Holder, must be kept by the Licence Holder. True copies of the original document(s) should be made available to the Authority within 7 days on demand (but the Licence Holder shall not thereby be required to disclose to the Authority, any information which the Licence Holder reasonably believes to have been provided to him in confidence by a third party).
- b) The Licence Holder must ensure that written notes are kept of any meetings or telephone conversations or investigations regarding anti-social behaviour.
- c) If a complaint is received, or anti-social behaviour is discovered, the Licence Holder must contact the tenant within 7 days. The tenant must be informed of the allegations of the anti-social behaviour in writing and of the consequences of its continuation.
- d) The Licence Holder must, from the date of receipt of the complaint of anti-social behaviour, monitor any allegations of anti-social behaviour and take all necessary steps to establish if it is continuing.
- e) Where the anti-social behaviour is continuing after 14 days from receipt of the complaint, the Licence Holder, or his agent, must within 5 days visit the property and give to the tenant, or leave at the property marked for their attention, a warning letter advising them of the possibility of eviction.
- f) Where the Licence Holder or his agent has reason to believe that the anti-social behaviour involves criminal activity, the Licence Holder must ensure that the appropriate authorities are informed.
- g) If after 14 days of giving a warning letter the tenant has failed adequately to address the anti-social behaviour so that it is continuing, the Licence Holder must take appropriate formal steps under the tenancy agreement, whether to enforce its terms or to terminate it, including, where necessary, by taking legal proceedings against the occupier(s).
- h) Where the obligation under (g) has arisen, the Licence Holder must, within 7 days, provide to the Authority in writing a plan setting out the steps he proposes to take, and the timescale for the taking of those steps, in order to resolve the problem.
- i) Whether following the provision of a plan referred to at (h) above, or generally, if the Licence Holder is invited to do so, they must attend a case conference or Multi-Agency Meeting arranged by the Authority or Police.

Property Inspections

11. (a) The Licence Holder must ensure that inspections of the property are carried out a minimum of every 6 months to identify any problems relating to the property. The records of such inspections must be kept for the duration of this licence. The records must contain (as a minimum):

- a log of who carried out the inspection and other persons present,
- date and time of the inspection,
- a breakdown of each room inspected, the common parts and external curtilage of the property, with any issues identified
- a log of the number and location of each smoke alarm in the property,

- confirmation that each smoke alarm in the property has been tested and whether it is in working order,
- a log of the number and location of carbon monoxide alarms in the property (if applicable as per licence condition 20),
- confirmation that each carbon monoxide alarm has been tested and whether it is in working order (if applicable as per licence condition),
- action(s) taken or to be taken as a result of any issues identified during the inspection.

(b) Copies of the inspection records must be provided to the Authority within 14 days on demand.

12. The Licence Holder must ensure that the tenant's right to quiet enjoyment of the property is respected. Where entry is required to the property, the Licence Holder must ensure that any notice requirements contained in the tenancy agreement are complied with. Where the tenancy agreement does not contain any such requirements, the Licence Holder must ensure that the tenant receives at least 24 hours written notice of intention to enter the property specifying the reason entry is required, save where it would not be reasonable to give such notice, such as where services are to be provided more quickly or in an emergency.

Property Management and Safety

Disrepair/Pests

13. In the event that disrepair or pest problems are reported;

(a) The Licence Holder must ensure that if they are informed in writing or other form of communication, about a complaint of disrepair/pest infestation/emergency issue in the property from the occupiers, the Authority or a third party, they investigate the complaint within a reasonable period of time (depending on the nature of the complaint/issue) and in any event within 7 days from receipt of it.

(b) The Licence Holder shall write to the tenant within 14 days of receipt of the complaint, stating what action they have taken or intend to take, including timescales for completion.

(c) The Licence Holder must ensure that remedial work in relation to disrepair/emergency issues/pest treatment is carried out within a reasonable period of time taking account of the particular issue, and in any event within any timescales notified to tenants under condition 4(a) above.

(d) Copies of any such written complaint(s) and the Licence Holders response referred to in condition 13(a) and (b), must be provided to the Authority within 14 days on demand.

(e) Copies of receipts/invoices for repairs or pest treatments at the property must be retained for the duration of the licence and copies provided to the Authority within 14 days on demand.

(f) The Licence Holder must ensure that any repairs or pest treatments at the property are carried out by a competent person (a person with relevant current training and experience, and with access to the requisite tools, equipment and information, and capable of carrying out the defined task).

14. If the Licence Holder appoints a person to manage the house during the period of the licence, he or she must:

- (a) before or upon the manager's appointment, obtain from the manager a written declaration identifying the licence conditions, above and below, if any, by which he or she agrees to be bound;
- (b) Ensure that the declaration includes:

1. Written confirmation that the manager has read and understood the licence conditions;
2. A notice informing the manager that a failure to comply with the conditions may result in criminal and/or civil liability, including an unlimited fine or a financial penalty of up to £30,000 for each breach;
3. A notice that, if the manager requires advice about the conditions or any failure to comply with them, he or she should consult a Citizens Advice Bureau or a housing solicitor, before signing the declaration;
4. Written confirmation that the manager understands the consequences of failing to comply with the licence conditions;
5. Written confirmation that either (a) the manager agrees to be bound by all of the licence conditions, above and below, (b) the manager agrees to be bound by such of the conditions as the declaration specifies or (c) a recital that the manager does not agree to be bound by any of the licence conditions, above or below; and
6. In the case of (b) or (c) above, a statement that the person to whom the licence was granted alone is bound by the licence conditions; c) Ensure that the aforementioned declaration is signed and dated by the appointed manager; and d) Within 21 days of the manager's appointment, ensure that the Authority is provided with a copy of the above declaration.

Gas Safety

- 15.** (a) If gas is supplied to the property, the Licence Holder is to provide to the Authority annually a valid gas safety record (obtained in respect of the property within the last 12 months).*

(b) The Licence Holder must obtain, keep and upon each anniversary of the date on which this licence comes into force, produce to the Authority a current valid gas safety record obtained within the last 12 months by a Gas Safe registered Engineer or, if the boiler was installed less than 12 months ago, a Gas Safe Installation Certificate. Copies of this certificate must also be provided to all occupiers at the start of their occupation.

(c) The Licence Holder must provide to the Authority, within 14 days on demand, copies of all gas safety records and/or certificates specified in the notice that relate to the property.

- 16.** (a) The Licence Holder must ensure that all gas installations and appliances are kept in a safe condition as far as reasonably practicable.

(b) The Licence Holder must ensure all works in relation to the gas appliances / installations are carried out by a Gas Safe registered engineer. Details of registered Gas Safe engineers can be found at www.gassaferegister.co.uk

Electrical Safety

The new Regulations require landlords to have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at least every 5 years. Landlords have to provide a copy of the electrical safety report to their tenants, and to their local authority if requested.

The licence holder must ensure that: (for new tenancies from 1st July 2020 and all existing specified tenancies from April 2021)

- a. Every electrical installation in the house is in proper working order and safe for continued use; and
- b. Supply the authority, on demand, with a declaration as to the safety of such installations;

For clarity, “electrical installation” has the meaning given in regulation 2(1) of the Building Regulations 2010. *“electrical installation” means fixed electrical cables or fixed electrical equipment located on the consumer’s side of the electricity supply meter.*

What do the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 require?

Landlords of privately rented accommodation must:

- Ensure national standards for electrical safety are met. These are set out in the [18th edition of the ‘Wiring Regulations’](#), which are published as British Standard 7671.
- Ensure the electrical installations in their rented properties are inspected and tested by a qualified and competent person at least every 5 years.
- Obtain a report from the person conducting the inspection and test which gives the results and sets a date for the next inspection and test.
- Supply a copy of this report to the existing tenant within 28 days of the inspection and test.
- Supply a copy of this report to a new tenant before they occupy the premises.
- Supply a copy of this report to any prospective tenant within 28 days of receiving a request for the report.
- Supply the local authority with a copy of this report within 7 days of receiving a request for a copy.
- Retain a copy of the report to give to the inspector and tester who will undertake the next inspection and test.
- Where the report shows that remedial or further investigative work is necessary, complete this work within 28 days or any shorter period if specified as necessary in the report.
- Supply written confirmation of the completion of the remedial works from the electrician to the tenant and the local authority within 28 days of completion of the works.

Which rented properties do the Electrical Safety Regulations apply to?

The regulations came into force on 1 June 2020, they apply to new tenancies from 1 July 2020 and existing tenancies from 1 April 2021. The relevant date for determining when the new requirements apply is the date on which the tenancy is granted. A new tenancy is one that was granted on or after 1 June 2020.

Fire Safety

18. (a) The Licence Holder must ensure that a smoke alarm is installed on each storey of the property on which there is a room used wholly or partly as living accommodation (including a bathroom or lavatory) and keep each smoke alarm in proper working order.*

(b) The Licence Holder must provide to the Authority within 14 days on demand a declaration as to the condition and positioning of smoke alarms installed in accordance with condition 16(a)*,

19. (a) The Licence Holder must ensure that a carbon monoxide alarm is installed in each room in the property which is used wholly or partly as living accommodation (including a bathroom or lavatory) and contains a solid fuel burning combustion appliance and to keep each carbon monoxide alarm in proper working order.*

(b) The Licence Holder must supply to the Authority within 14 days on demand a declaration as to the positioning and condition of such carbon monoxide alarms as installed in accordance with condition 17(a)*.

Furniture

20. (a) The Licence Holder must ensure that all furniture made available by him (or by the landlord, if he is not the landlord) in the property is in a safe condition. All upholstered furniture, covers and fillings of cushions and pillows should comply with current fire safety legislation*.

(b) The Licence Holder must supply to the Authority, within 14 days on demand, a declaration by him as to the safety of such furniture made available by him (or by the landlord, if he is not the landlord) in the property.*

Refuse/Waste Disposal

21. The Licence Holder must provide the occupier(s) of the property with appropriate information for days and times of the disposal of refuse and recycling.

Internal/External Condition of Property

22. The Licence Holder must ensure that, as far as reasonably practicable:

- (a) The exterior and interior of the property is maintained in a good state of repair;
- (b) Gardens, yards and other external areas within the curtilage of the property are free from overgrowth, litter or other accumulations and maintained in a clean and tidy condition;
- (c) That 'To Let' signs are removed within 14 days of the property being occupied and must not be re-erected until notice has been given on the current tenancy.

(d) The exterior of the property (including boundary walls, fences and gates) are kept free from graffiti;

Window Keys

23. If window keys are required to open/close the windows within the property, these must be provided to the tenant at the start of the tenancy.

Limitations of the Licence

LICENCE TRANSFER - The licence cannot be transferred to another person or organisation or property.

COMPANIES AND PARTNERSHIPS - If the Licence Holder is a company or partnership and it is dissolved while the licence is in force, the licence ceases to be in force on the date of dissolution.

PENALTY FOR BREACH OF LICENCE CONDITIONS - Failure to comply with any of the above licence conditions may result in enforcement action and/or prosecution. On conviction, a Court may impose

an UNLIMITED fine for each breach of these licence conditions. Alternatively, the Authority may impose a financial penalty of up to £30,000 for each licence condition breach.

The level of any financial penalty issued will be based on factors including:

- Severity of the offence,
- Culpability and track record of the offender,
- Harm caused, or the potential for harm to be caused, to the tenant(s),
- An appropriate and proportionate punishment of the offender,
- A suitable deterrent to committing the offence,
 - Removal of any financial benefit the offender may have obtained as a result of committing the offence.

Other Statutory and Legal Requirements

PLANNING PERMISSION - This licence does NOT grant any planning approvals, consents or permissions under the Town and Country Planning Act 1990 or any related planning legislation, retrospectively or otherwise. If the property is being used as a House in Multiple Occupation (HMO) this may constitute a breach of planning control and you should check the Authority to ensure the correct planning permissions are in place. <https://www.southend.gov.uk/planning-building/view-comment-planning-applications-online-1>

This licence does not offer any protection against enforcement action taken by the Planning Department. If you are unclear on the matters outlined above, you should seek professional planning advice.

BUILDING CONTROL - This licence does NOT grant any Building Control (Development Control) approvals, consents or permissions, retrospectively or otherwise. This licence does NOT offer any protection or excuse against enforcement action taken by the Building Control (Development Control) Department.

PROPERTY CONDITION - This licence is NOT evidence that the property is safe or free from hazards and defects. The licence does not offer any protection against criminal or civil legal action being taken against the Licence Holder, or anyone else with an interest in the property, in respect of any hazards, nuisances or any other problems discovered in relation to the condition of the property.

CONSUMER RIGHTS & UNFAIR PRACTICES - The Licence Holder's attention is drawn to Office of Fair Trading's (OFT) guidance on unfair contracts in relation to their tenancies or licences. The Licence Holder must negotiate its agreements in good faith and must not carry out misleading or aggressive commercial practices. Full information should be supplied to any prospective occupier including details of this licence. Further advice can be found here: <https://www.gov.uk/government/publications/unfair-contract-terms-cma37>

It is not the responsibility of the Authority's Property Licensing Team to ensure the Licence Holder has complied with the above statutory requirements. If you are unclear on any of the matters outlined above, you should seek professional advice.

PROSECUTION/ CONTRAVENTIONS CONSEQUENCES - Please note that any Prosecutions, enforcement action or legal action taken against the licence holder or anyone associated with licence holder, or the management of the property, may affect the licence holder's 'fit and proper' status. The Authority can revoke or vary the licence at any time, giving proper statutory notice.