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Oxford Landlords

A Good Practice Guide

Building a world-class city for everyone



Foreword

In Oxford, we have a huge need for housing – and in particular, private rented housing, which we estimate makes up around 26% of our total housing stock.

Many people need – and choose – to rent, including students, families, young professionals sharing a home at the start of their working lives, and others who need the flexibility of renting.

We know how many excellent landlords and agents that there are, who maintain their properties well and with a great deal of pride, and provide a professional and responsive management service. We want to support those landlords and agents in their work, and give them the recognition that they deserve (for instance through our new Landlord Accreditation Scheme).

We also know that the minority of landlords and agents, who fail to meet their obligations to their tenants and the wider community, do an enormous amount to tarnish the reputation of the sector as a whole. We are pleased, although not surprised, that our strong stance on enforcement has been welcomed across the city, including by many landlords and agents. We want to ensure that there is a level playing-field in the Oxford rental market, not one which rewards the cutting of corners by those who fail to play by the rules.

As a Council, our aim is to improve our relationship with landlords, providing clear guidance and offering swift communication. Our shared aim is to improve standards in the sector: in the quality of homes and of management, and in particular to improve the energy-efficiency and security of rented properties. We are able to provide information on this, so please get in touch. We will also be pleased to hear any suggestions from landlords about ways of making the sector better, so come to one of our regular “Landlords’ Forum” meetings, or just send us an email.

Councillor Ed Turner

Deputy Leader of the Council and City Executive Board Member for Finance, Housing and Strategic Planning

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Table of Contents

1 Pre-Tenancy

1.1 Matters to consider before investing in a property

1.2 Markets

1.3 Permission to let a property

1.4 Insurance

1.5 Capital Gains Tax

1.6 Effective rate of Capital Gains Tax (CGT)

1.7 The New Regime

1.8 Inheritance Tax

1.9 Furnished Holiday Lettings

1.10 Stamp Duties

1.11 Value Added Tax (VAT)

1.12 Council Tax

1.13 Sources of Legal Advice

2 Means of managing a property

2.1 Self-managing landlords

2.2 Letting/Managing Agents

2.2.1 Letting Only

2.2.3 Letting and Rent Collection

2.2.4 Full Management

2.2.5 Relationship with Agents

2.2.6 Liability of Agents

2.2.7 Contractual Terms

3 Setting up a tenancy

3.1 Types of Tenancies

3.2 Assured and shorthold tenancies

3.3 The differences between an assured and a shorthold tenancy

3.4 Resident Landlords

3.5 How to set up a tenancy

3.6 Deposits

3.6.1 Tenancy Deposit Schemes

3.6.2 Insurance-based Schemes

3.6.3 At the end of the tenancy:

3.6.4 Custodial schemes

3.6.5 At the end of the tenancy

3.6.6 Resolving tenancy deposit disputes

3.7 Succession rights, joint tenancies, subletting

3.8 Energy Performance Certificates

4 Rent

4.1 The Lord Mayor's Deposit Guarantee Scheme

4.2 Rent books

4.3 Increasing the rent and varying the terms of a tenancy

4.3.1 Formal procedure

4.3.2 Rent Assessment Committee

4.4 Housing Benefit

4.4.1 Claimants

4.4.2 Time of claim

4.4.3 Other Benefits

4.4.4 Evidence required

4.4.5 Claim reviews

4.4.6 Payment of benefit

4.4.7 Direct Payments to Landlords

4.5 Disputes

5 Landlord and tenant responsibilities and rights

5.1 Repairs

5.2 Right of Entry

5.3 Nuisance and Anti-Social Behaviour

5.3.1 Anti-Social Behaviour

6 Other housing options

6.1 Oxford City Council Home Choice Scheme

6.1.1 Qualifying for the Scheme

6.1.2 What Is Offered

6.1.3 Length of Tenancy

6.1.4 Tenancy Deposit

6.1.5 Rent Payments

6.1.6 Housing Benefit/Local Housing Allowance

6.2 Empty Homes

- 6.2.1 Our Commitment
- 6.2.2 Report Empty Properties to Us
- 6.2.3 Landlords
- 6.2.4 Properties Identified as Empty
- 6.2.5 What are the options?

7 Housing Health and Safety Rating System (HHSRS)

7.1 Most frequently identified hazards

- 7.1.1 Damp and mould growth:
- 7.1.2 Excess Cold:
- 7.1.3 Crowding and space:
- 7.1.4 Entry by intruders:
- 7.1.5 Lighting:
- 7.1.6 Domestic hygiene, pests and refuse:
- 7.1.7 Food Safety:
- 7.1.8 Personal hygiene, sanitation and drainage:
- 7.1.9 Water supply:
- 7.1.10 Falls:
- 7.1.11 Electrical hazards:
- 7.1.12 Fire:
- 7.1.13 Flames, hot surfaces etc:
- 7.2 Local Authority Duties and Powers following a Hazard Assessment:
 - 7.2.1 Hazard Awareness Notice:
 - 7.2.2 Improvement Notice:
 - 7.2.3 Prohibition Order:
 - 7.2.4 Emergency Prohibition Order:
 - 7.2.5 Emergency Remedial Action:

8 Safety Checks

8.1 Gas safety

- 8.1.1 Gas fires in bedrooms
- 8.2 Electrical Safety in Rental Property
 - 8.2.1 Regulations
 - 8.2.3 Due Diligence
- 8.3 Furniture and Furnishings (Fire Safety) Regulations 1988/1989 and 1993
 - 8.3.1 Display labelling
 - 8.3.2 Permanent labelling

9 Energy Efficiency

9.1 Energy Performance Certificates

9.1.1 Energy Performance Certificates

9.1.2 Energy use and carbon dioxide emissions

9.1.3 The recommendation report

9.1.4 When an EPC is required

9.2 Improving Energy Efficiency

10 Accreditation

11 Houses in Multiple Occupation (HMO)

11.1 Definition of an HMO under the Housing Act 2004

11.2 Managing an HMO

11.3 Licensing of HMOs

11.3.1 Purpose of licensing HMOs

11.3.2 HMOs subject to Mandatory Licensing

11.3.3 Applying for a licence

11.3.4 Fit and Proper Person Test

11.3.5 Fee

11.3.6 Licence Conditions

11.3.7 Management Orders

11.3.8 Temporary exemption from licensing

11.3.9 Right of appeal against a Council decision

11.3.10 Offences

11.3.11 Section 21 Notices

12 Useful Contacts

Appendix A- Tenancies which cannot be assured or shorthold tenancies

Appendix B-Summary of changes introduced by the Housing Act 1996

Appendix C-Grounds for possession

Appendix D-Address of the Residential Property Tribunal

Appendix E- Rules on timing of rent increases under the formal procedure in the Housing Act 1988

Appendix F- Housing Health & Safety Rating Scheme Guidance

Appendix G- Furniture labelling

1 Pre-Tenancy

1.1 Matters to consider before investing in a property

Even in the current financial climate the Private Rented Sector is expanding in Oxford. However, if you are thinking of purchasing a property to let out, a number of matters need to be considered carefully including:

- The demand for rented accommodation in different areas of the city
- The average rent for such a property and whether this would cover both the mortgage repayments, where applicable, and other out-going costs
- Profit margins
- Costs such as repairs and letting expenses – advertising and professional fees
- The need to allow about 7% vacancy rate for turnaround rate between occupants
- Additional funds to cover an unexpectedly large repair bill or if the tenant fails to pay the expected rent
- The sort of market the property is intended for with inherent benefits and problems
- Potential investment return. This will often involve long-term gains rather than short term ones
- Existing experience of managing property. Whether it will be necessary to buy in professional help.

1.2 Markets

Oxford is a vibrant and dynamic city with a higher than average proportion of rented property. However, with this general market there are specific sectors looking for rented property:

- Students – a still growing sector with the expansion of Oxford

Brookes University and the existing demand from students at Oxford University who prefer not to live in College. The benefit of letting to students is that there tends to be a higher occupancy rate and the length of the tenancy is for a fixed term. However, they may not look after the property and may indulge in anti-social behaviour with the associated repercussions for the landlord. Since the changes to the definition of a House in Multiple Occupation within the Housing Act 2004 it is also possible that such house will now require a HMO licence of which more will be discussed later

- Professionals and the luxury end of the market – these may be young and single or with families. This sector will insist on higher standards with expectations rising directly with the amount of rent paid
- Working tenants – with a recession job security can no longer be relied upon. Families split up with often resultant financial difficulties
- People on benefits – with Local Housing Allowance paid directly to the tenant there may be an issue obtaining the rent or certainly the balance between the amount of benefit paid and the rent due.

If the property, or even a room within it, is proposed to be let then mortgage permission will be required from the mortgage lender.

If the property planned to be let is subject to a long term lease, permission may also be required from the freeholder if this is within the terms of the lease.

1.3 Permission to let a property

If there is a mortgage on the property it will usually be a term of the agreement that the lender's permission must be obtained before the property is let.

The only exception to this situation is where the mortgage is 'Buy to Let' where permission to rent the property may be automatic. Even with such mortgages there may be a clause specifying the type of tenancy permissible such as assured shorthold tenancies only or restricting tenancies where the tenants are in receipt of Housing Benefit. It is always a good idea for checks to be carried out with the lender by the legal advisor handling the purchase of the property before the purchase is completed if the property is bought with the intention of renting it out.

If it is intended to merely have a lodger in a spare room there is usually no objection from a lender.

1.4 Insurance

Insurance should be taken out to cover the risk of damage to the structure and permanent fixtures and fittings of a rented property and also to household goods, such as cookers, carpets and other household items supplied as part of the tenancy.

Tenants are expected to insure their personal belongings.

Insurance will undoubtedly be more expensive for rented property than for owner-occupied property. The Association of British Insurers provides advice on assessing risks and best practice to ensure cover. If it is not made clear to an insurance company that the property is rented any claim is likely to be invalidated. As with a mortgage certain conditions may be set with respect to the type of tenant to be placed within a property.

There are also policies available for landlords to provide cover for loss of rent or the cost of providing temporary accommodation when the property is uninhabitable due to one of the causes insured against.

As with other forms of insurance the market is competitive and landlords'

organisations often offer lower cost insurance to members.

1.5 Capital Gains Tax

Capital gains tax is a tax landlords only pay on disposal of their buy-to-let investment property. It is treated as a top slice of taxable income and therefore the rate that a landlord will pay will depend on what income they have earned in the year of disposal.

In calculating a landlord's potential Capital Gains Tax (CGT) liability, a landlord will have to apply the following concepts to their Capital Gains Tax (CGT) calculation:

- Establish the base cost of their buy-to-let investment (the amount they paid for the property).
- Establish the size of the gain by taking the base cost from the disposal value.
- Establish if buy-to-let investment is held as a non business or as a business asset (most will be non-business, whilst holiday rentals are classed as a business asset).

If the buy-to-let investment property is held as an individual not by a company, the first £10,100 of a landlord's taxable gains will be tax free, this is known as the 'Annual Exempt Amount' (this figure is correct for 2009-2010, for up-to-date figures please see the HM Revenue and Customs website). This enables the landlord to make a certain amount of gains each year before they have to pay tax.

For properties bought before April 6 1998 the gain is subject to indexation.

1.6 Effective rate of Capital Gains Tax (CGT)

For most landlords the effective rate of Capital Gains Tax (CGT) payable will depend on the rate of their income tax. For a landlord who is a basic rate tax payer, the effective Capital Gains Tax (CPG) rate could reduce to 12% as the percentage of the gain chargeable reduces to 60% after

10 years and this is then charged at 20%. For landlords who are top rate tax payers the effective rate is double as they pay 40% tax.

1.7 The New Regime

From April 2008 the old systems of indexation and taper relief has been replaced by a single flat rate of 18%.

The new flat rate Capital Gains Tax (CGT) will apply to a landlord immediately and means that for a high rate tax payer they will be paying 6% less than they would have done after 10 years under the previous system of taper relief. For basic rate tax payers things are less clear cut. Under the previous system a basic rate tax payer would have had to have held their buy-to-let investment property for 4 years before benefiting from a rate as low as 18%. However, this would have eventually reduced to 12% after 10 years or 6% below the rate that came in on 6th April 2008.

The benefit for landlords is that the new system is much simpler to understand and should make disposal decisions and calculations much easier.

It also makes it far more attractive for landlords to trade their buy-to-let investments, after buying and potentially renovating a property, holding it for a couple of years before then selling their buy-to-let investment on.

1.8 Inheritance Tax

Inheritance Tax (IHT) is a tax, which is usually paid on an estate when someone dies. If the property is left to your spouse in your Will, then no IHT would be payable until the death of your spouse, but IHT is inevitably payable.

Recent changes mean that the threshold at which IHT becomes payable has been raised for married couples to £650,000 (this figure is correct for 2009-2010, for up-to-date figures please see the HM Treasury website). The increase has

come about because spouses can now transfer their individual allowance, essentially giving a doubling of the threshold.

There are ways of reducing the IHT liability. If the properties are held in joint names (as tenants in common rather than joint tenants) from the outset, then only a proportion of the value of the property will fall into the owner's Estate. And because they do not own all of the property, a discount can be applied to the proportionate value, thus reducing the IHT even further. A tax efficient should be drawn up to ensure maximum use of the IHT allowances.

A typical arrangement would be to include a Mini-Discretionary Trust with the Will. However, it is always best to consult a financial advisor, as they can advise on recent changes.

1.9 Furnished Holiday Lettings

There are special rules for such properties, which benefit from additional Income Tax, Capital Gains and Inheritance Tax relief. The rules are complex and certified professional advice is essential.

1.10 Stamp Duties

Stamp Duty Land Tax (SDLT) is payable by the purchaser on the cost of the property. The rates depend upon whether the property is in normal areas in the UK or in 'disadvantaged areas'. The list of areas which are included as 'disadvantaged' are much wider than one could imagine, although this only applies to lower valued properties. A postcode search can be found at: www.hmrc.gov.uk/so/dar/dar-search.htm.

The rates of SDLT for residential property at the time of going to print are as follows:

Rate	Disadvantaged Areas	All Other Areas
0%	£0-£150,000	£0-£125,000
1%	£150,001-£250,000	£125,001-£250,000
3%	£250,001-£500,000	£250,001-£500,000
4%	£500,001 and over	£500,001 and over

The value of any fixtures, fittings or furniture including in the purchase can be excluded from the purchase price in calculating the SDLT payable, though the Stamp Duty office will look at any obvious overloading in this regard.

1.11 Value Added Tax (VAT)

Under normal circumstances, Landlords cannot register for Value Added Tax (VAT) in relation to their residential properties; as such rental income is exempt from VAT. This means that any VAT incurred cannot be reclaimed. However, Landlords who are VAT registered in their own self employed business may be able to claim some VAT incurred.

A special VAT rate of 5 per cent is available on the renovation or alteration of a single household dwelling that has not been lived in for three years or more, so that this is a useful saving over the normal 17.5 per cent rate.

More information on tax can be obtained by contacting the local tax office or visiting the Inland Revenue website.

1.12 Council Tax

In self-contained flats or houses, the tenant is liable for Council Tax. Landlords should notify the local council of the name of the tenant and when he or she moved in.

It is also helpful if landlords inform the Council Tax section of the local authority in writing whenever someone moves in or out of their property, or it is empty.

If the property is empty, the landlord will be liable for Council Tax, but can seek an exemption for up to six months if the property is unfurnished.

Properties occupied entirely by students undertaking full time education courses are exempt from Council Tax. However, the students must apply for exemption.

A tenant over 18, living alone in a property will qualify for a 25% discount from their Council Tax bill.

In a House in Multiple Occupation containing bed-sits or rooms with shared facilities, the landlord is liable to pay Council Tax. Rent should be set to take account of the amount payable for Council Tax. If the Council tax increases, this does not create an automatic right to increase the rent. Rents cannot usually be increased more frequently than once a year. A landlord can include a term allowing an increase of council tax element in line with council tax rise in the tenancy agreement.

1.13 Sources of Legal Advice

Letting or managing agents should be able to give free basic advice about the housing law as part of their service.

Oxford City Council or local Citizens Advice Bureau can also give some basic information about housing law.

Information leaflets are available from the government:

www.communities.gov.uk.

Publications are available free of charge from Communities and Local Government Publications. Contact details can be found at the end of this guide.

Landlord associations usually offer members free basic legal advice.

For detailed legal advice or representation it is advisable to consult a solicitor.

However, it is important to ensure the firm or solicitor you use is experienced in housing work. It is best to go by personal recommendation – your local Landlord Association will be able to advise.

In light of the recession, the government has put in place a comprehensive range of support for home owners to avoid repossession, including free debt advice and help with mortgage interest.

The Government's "It's Your Home" campaign was launched on 8 September, 2009, to help struggling homeowners get a grip on their finances. Free help and advice is available at www.direct.gov.uk/mortgagehelp (external link), or through the National Debtline on 0808 808 4000.

2 Means of managing a property

Consideration must be given as to how a rented property will be managed. The decision should be based upon experience, skills, time and even the distance between the property to be rented and the landlord's home.

2.1 Self-managing landlords

Many landlords within Oxford successfully manage the property or properties that they own themselves. Such landlords are aware of their responsibilities and best practice in managing properties. This option will certainly save the cost of employing an agent but will usually require a considerable amount of time and effort. As well as the day to day management of the property there may also be the need to get advice from such professionals as lawyers and accountants whose services will have to be paid for. However, landlord associations have been set up to offer help and advice to such landlords.

2.2 Letting/Managing Agents

There are three options available with the use of an appropriate agent:

2.2.1 Letting Only

In this case the agent advertises the property, advises on rent levels, finds a tenant, checks references and provides a tenancy agreement. Once the tenancy starts the landlord then takes over the management of the property.

The cost of this service will usually be a one-off fee; often the equivalent of one-month's rent with the tenant often being charged an administration fee.

If the agent is collecting the deposit on behalf of the landlord it is essential to agree what sum is to be collected and to check that this is being held in accordance

with statutory tenancy deposit protection measures.

2.2.3 Letting and Rent Collection

This second option has the agent finding the tenant and also collecting the rent during the tenancy. With this arrangement the charge is likely to be a one-off fee for finding the tenant and then a percentage of the rent each month.

The landlord would have responsibility for repairs, management and possession of the property as and when necessary. Such arrangements can be confusing for tenants unless points of contact are made clear at the beginning of the tenancy.

2.2.4 Full Management

Here the agent undertakes responsibility for management issues, repairs, rent collection, starting a tenancy and the initial steps towards ending a tenancy such as the service of notice though not court action. Such a service is more expensive but necessary where a landlord does not have the time or expertise to deal with such matters.

Where an agent has responsibility for carrying out repairs the level of repair or the amount of money available to be spent on the landlords behalf, and how the cost of such repairs is to be recouped would need to be agreed when the contract for the services is first entered into.

2.2.5 Relationship with Agents

In law the landlord agrees expressly, or implied, that the agent should act on his behalf in legal relations with the tenant, or tenants, and any other party that the agent needs to deal with in managing a property. The agent agrees to act on the landlord's behalf.

Where an agent is used, actions carried out by the agent are treated as if they had been done by the landlord when they are acting on his/her behalf. A landlord is bound by

any agreement or contract made by the agent with a tenant.

If, for example, the agent fails to carry out a statutory duty, such as ensuring that an annual gas safety check is undertaken, the landlord will be held liable for the failure as well.

As a result care should be taken when choosing a managing agent. It is of paramount importance to choose one who will undertake their responsibilities properly.

Any particular instructions to an agent with respect to the property should be put in writing.

2.2.6 Liability of Agents

When actions taken by an agent have been in accordance with the agreement with the landlord and the agent has acted properly with respect to this then the agent would not be liable for a contract entered into on behalf of the landlord.

However, if action has been taken contrary to instructions, then it is likely that the agent will be held responsible for any losses that may follow this action though liability may depend on, amongst other things, how precise the instructions were from the landlord and any correspondence or conversations following the instructions given.

The agent must also make it clear to a tenant that they are acting on behalf of a landlord or otherwise a tenant may believe that the agent is the landlord. Where the agent is responsible as 'stakeholder' for the damage deposit money there is also the liability for claims for the return of this money.

Agents can serve possession notices and other notices on behalf of a landlord and a notice to quit served by a tenant upon an agent will also normally be considered valid.

However, agents should not instigate legal proceedings on behalf of a landlord

without their knowledge or sign claim forms for possession proceedings as only the litigant or their solicitor are able to sign these.

2.2.7 Contractual Terms

When an agent is employed to undertake duties on behalf of a landlord a written contract should be agreed detailing the level of service to be provided and the agreed fees for this service.

Agreement is also needed as to how the contract can be terminated.

When looking for a suitable agent it is a good idea to try to get a personal recommendation, possibly through a landlords association. Questions should be asked, and the answers verified as far as possible, as to how long the company has been in business, how many properties are managed by them, what training the staff have received and are still receiving and whether they are members of one of the trade organisations such as:

- The Association of Residential Letting Agents (ARLA)
- National Approved Lettings Scheme (NALS)
- The National Association of Estate Agents (NAEA)
- Royal Institute of Chartered Surveyors (RICS)
- The Housing Ombudsman Service (HOS)

Cheapest is not always the best choice if the expertise is not there. It is important to use an agent who is familiar with the type of property to be let.

3 Setting up a tenancy

3.1 Types of Tenancies

It is important to be aware of the different types of tenancies that exist as the differences between them can have a profound effect on the rights and obligations of both landlords and tenants and will have particular relevance should possession of the property be sought.

3.2 Assured and shorthold tenancies

Assured and shorthold tenancies are the commonest forms of arrangement for the letting of houses and flats by private landlords. In their current form, they were introduced by the Housing Act 1988 though amended slightly by the Housing Act 1996.

In the legislation, the term “assured tenancy” covers both assured tenancies and assured shorthold tenancies.

An assured or shorthold tenancy is the usual form of letting if:

- you are a private landlord and your tenant is a private tenant;
- the tenancy began on or after 15 January 1989;
- the house or flat is let as separate accommodation and is the tenant’s main home.

A tenancy will not be an assured or shorthold tenancy if:

- the tenancy began before 15 January 1989;
- it is a business or holiday let;
- no rent or a very low or very high rent is charged;
- you are a “resident landlord” .

Assured and shorthold tenancies were introduced to encourage lettings by allowing landlords to charge a full market rent.

Shorthold tenancies also allow landlords to let their property for a short period and to get the property back after 6 months.

Important changes in the Housing Act 1996 make it easier to set up a shorthold tenancy and quicker and simpler to evict tenants who fail to pay their rent or cause a nuisance and annoyance to other local people.

3.3 The differences between an assured and a shorthold tenancy

With a shorthold tenancy possession of property can be regained 6 months after the beginning of the tenancy, provided 2 months’ notice is given.

With an assured tenancy, the tenant has the right to remain in the property unless it can be proven to the court that there are grounds for possession.

There is no automatic right to repossess the property when the tenancy comes to an end.

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

If there is likely to be a need to regain possession of the property at some time a shorthold tenancy should be granted. As mentioned previously with a mortgage, the lender may require the tenancy to be a shorthold tenancy.

If it is planned to let the property indefinitely, an assured tenancy should then be considered.

Legal advice should be sought if there is any uncertainty on this issue.

If there is already an existing assured tenant their tenancy cannot be replaced with a shorthold tenancy.

3.4 Resident Landlords

A landlord would only be considered 'resident' when the house is their only or main home.

For short periods, a landlord may not live in the property and yet still be considered to be resident: so long as return is intended and this is apparent. However, only a court can say whether a landlord has maintained enough residence in the property to count as a resident landlord: if not, then it is likely that the letting arrangement will be deemed to have become a regulated or assured tenancy. The fact that a landlord may say that what is being offered or has been granted is a licence rather than a tenancy (or the written agreement is headed "licence"), does not necessarily mean that this is what it will be considered to be. If there is a dispute or other issue where the nature of the let could be important, it is advisable to get legal advice.

If the provision of some form of attendance or service which requires unrestricted access to the tenant's room is agreed, the letting would be a licence to occupy. Such services might include regular cleaning of the occupier's room, removal of rubbish, changing the bed linen or providing meals. But none of these on its own necessarily means there is a licence. If the tenant has to share a room with someone not of the tenant's choosing, the letting would also be a licence.

Although it is normal to agree a licence to run from term to term, or a fixed length of time, it is also possible for it to be entirely open-ended.

A rent book must be provided if the rent is payable on a weekly basis and must by law contain certain information about overcrowding. However, many standard rent books are for tenancies and not relevant to lets by resident landlords; so a standard one may need to be adapted so that inapplicable information is removed.

Even where there is no requirement to provide a rent book, a receipt should be given if requested. A record of rent payments should also be kept to help avoid disagreements later.

For licences where unrestricted access is agreed, or required for the landlord to carry out his or her responsibilities, it is not necessary to give notice. It may be helpful to include the arrangements for access and procedures for getting repairs done in a written agreement. In an emergency, the landlord can enter without giving notice.

Resident landlords have greater freedom to end a tenancy arrangement because it is acknowledged that, should the relationship break down between the landlord and the tenant, the landlord is more vulnerable in their own home.

In such case the notice required is simply the longer of whatever has been agreed between the parties (if anything) and what is 'reasonable'. Reasonableness can ultimately only be decided by the courts, but is a matter of fairness and common sense: for example, taking into account the licensee's conduct, or how easy it would be for him or her to find alternative accommodation. Notice of the same length as would be required for a similar tenancy would normally be considered reasonable, but if there is likely to be a dispute it would be necessary to take legal advice. Again, there is no need in law for notice to be in writing, but it is recommended to do so.

If there is no fault on the part of the occupier, then the let can only be ended early if the occupier agrees, or if it is allowed for by a 'break clause' in the agreement.

With such licences there is no legal requirement to get a possession order so long as notice has been correctly given and the licence has ended. However, resident landlords should be aware that it is a criminal offence for a person to use or threaten violence for the purpose of securing entry to premises where someone

who is present is opposed to entry (Section 6, Criminal Law Act 1977). It is also an offence to change locks to exclude any occupier before the licence has been properly brought (or come) to an end.

Problems between a landlord and tenant or licensee can be particularly awkward when both parties live in the same house. Sometimes the trouble is due to a clash of lifestyles (for example, loud music) rather than one person deliberately setting out to cause difficulties for another. If this is the case, it may be worth talking over the problem in the first instance.

In the context of letting arrangements, 'harassment' against a licensee is a very broad term, used loosely to cover a range of activities that are likely to interfere with the peace or comfort of the occupier or members of his household. The Protection from Eviction Act 1977 as amended by the Housing Act 1988, makes it a criminal offence for a landlord (or someone acting on his or her behalf) to drive someone out of his or her home – or stop the occupier from using part of it if he or she has the legal right to live there – by bullying, violence, withholding services such as gas or electricity, or any other sort of interference. The Tenancy Relations Officer in the Environmental Development can take legal action in this situation, including prosecution if they think it is appropriate.

If rooms in the house are let to several people, it may be classed as a house in multiple occupation (HMO) and subject to management regulations even where there is a resident landlord. If there are a maximum of two other persons residing in the building, it will not be an HMO. However, if there are four or more other persons and the HMO is three storeys or more it will be subject to mandatory licensing. For the purpose of calculating the number of persons living in the HMO the resident landlord and his household (if any) count as one person.

3.5 How to set up a tenancy

The change in the Housing Act 1996 means that tenancies starting on or after 28 February 1997 are automatically shorthold tenancies unless special steps are taken to set up an assured tenancy. Tenancies which started or were agreed before 28 February were automatically assured tenancies unless a special procedure was followed to set up a shorthold tenancy.

For tenancies which started or were agreed before 28 February 1997 the tenancy will be a shorthold tenancy only if the tenant was informed before the tenancy began, using a Section 20 notice that the tenancy was to be a shorthold tenancy.

For tenancies starting on or after 28 February 1997 the tenant must either have been given a notice which says that the tenancy is not a shorthold tenancy before the beginning of the tenancy, or include a simple declaration in the tenancy agreement to this effect.

If it is decided after the tenancy has started that it should be on assured terms notice can be served after the tenancy has started. There is no special form for giving this notice though there is a need to state clearly that the tenancy will not be a shorthold tenancy.

For tenancies which started or were agreed before 28 February 1997 where no Section 20 notice was served before the tenancy started, then the tenancy is automatically an assured tenancy in law even if there was an oral agreement with the tenant that it was a shorthold tenancy.

An assured or shorthold tenancy may either:

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

Where a fixed term tenancy is agreed, possession can only be sought during the

fixed term if one of the following grounds for possession 2, 8, 10 to 15 or 17 in Appendix C apply and if the terms of the tenancy make provision for it to be ended on any of these grounds.

With a periodic tenancy, possession can be sought at any time on any of the grounds in Appendix C. In addition, if the shorthold tenancy is on a periodic basis, there is an automatic right to possession at any time after the first 6 months, provided 2 months' notice that you require possession have been given. Possession cannot be sought from an assured tenant without grounds when the fixed term ends.

Shorthold tenancies which started or were agreed before 28 February 1997 had to have an initial fixed term of at least 6 months. Shorthold tenancies starting on or after 28 February do not.

For tenancies starting on or after 28 February 1997 an initial fixed term does not have to be agreed. A fixed term for less than six months can be agreed if the tenant agrees.

Or the tenancy can be set up as a periodic tenancy from the outset. However, the tenant has a right to stay in the property for a minimum period of 6 months. Even if a fixed term of less than 6 months is agreed or a periodic tenancy from the outset, there is no guaranteed right to possession if the tenant refuses to leave during the first 6 months of the tenancy.

Possession during this period can be sought on one of the grounds for possession set out in Appendix C.

For tenancies which started or were agreed before 28 February 1997 there had to be an initial fixed term of at least 6 months. Possession of the property during the fixed term of the tenancy can only be sought if grounds 2, 8, 10 to 15 or 17 for possession in Appendix C apply and the terms of the tenancy make provision for it to be ended on any of these grounds.

The requirement for the tenancy agreement to be in writing is only required by law for fixed-term tenancies of greater than 3 years.

However, a written tenancy agreement makes it easier to sort out any disagreements which may arise later, and if necessary, to evict the tenant. Accelerated possession operated by the County Courts cannot be used without a written tenancy agreement.

Tenancies for a fixed term which is greater than 7 years should be registered with the local Land Registry. This is the responsibility of the tenant.

A tenant with a shorthold tenancy starting on or after 28 February 1997 where there is no written agreement has a right to ask for a written statement of any of the following main terms of the tenancy:

- the date the tenancy began
- the amount of rent payable
- the dates on which it should be paid
- any rent review arrangements
- the length of any fixed term which has been agreed.

The tenant must apply in writing for this statement. It must be provided within

28 days of receiving the tenant's request. Failure to do so, without a reasonable excuse, could result in a fine.

If there is only an oral agreement with the tenant the legislation applying to shorthold tenancies automatically applies if the tenancy started on or after 28 February 1997 and to the legislation applying to assured tenancies if the tenancy started or was agreed before 28 February 1997 even if a different form of tenancy was agreed with the tenant.

There is no standard tenancy agreement but any produced must have terms that are fair and do not conflict with the duties on landlords imposed by legislation which will automatically override an agreement with the tenant. If a decision is taken to draw up an agreement legal advice should be

sought. For this reason it may be better to use standard tenancy agreements which are available from law stationers or the larger general stationery stores.

The Office of Fair Trading Guidance on unfair terms in tenancy agreements states that landlords and agents should 'deal fairly and equitably with tenants, respecting their legitimate interests and deal with them in good faith'. A copy of the guidance can be downloaded from the Office of Fair Trading website at www.oft.gov.uk.

According to the guidance tenants are entitled to have tenancy agreements striking a fair balance between tenants and landlords and contain fair terms in plain, intelligible language. The Unfair Terms in Consumer Contracts Regulations 1999 protect tenants from one-sided contracts favouring landlords. Under these Regulations a tenant is not bound by a standard term in a contract with a landlord if that term is unfair. The only exception to this is for price setting terms such as the rent and those which give details of the property and the length of the tenancy, but these must still be in plain and intelligible language.

If a standard tenancy agreement is used it should be reviewed to ensure that its terms are not balanced against the tenant, do not reduce the tenant's legal rights and are jargon free. It may be worth checking with the company that supplied the tenancy agreement and asking them to supply their latest version that complies with the Office of Fair Trading guidance, if necessary.

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

3.6 Deposits

Landlords usually expect the tenant to pay a deposit before moving into a property to act as security in case the property is left with rent owed or to pay for any damage or unpaid household bills at the end of the tenancy.

The amount of deposit charged will depend on the property and the type and duration of the tenancy. There are a number of factors to consider in determining the deposit, i.e. if bills are in the tenants' name, the inventory of the property etc. (The use of digital photographs is strongly recommended to help accurately record the condition of a property.)

A sum equivalent to 4 weeks rent is usual. If a deposit of more than 2 months rent is charged, it could be regarded as a premium, which may give the tenant a right to give the tenancy to someone else or to sublet. It may also have implications for stamp duty.

It is advisable to agree a list of furniture, kitchen equipment and other items in

the property with the tenant at the outset of the tenancy.

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

It should state clearly in the tenancy agreement the circumstances under which part or all of the deposit may be withheld at the end of the tenancy. The deposit should not be used for general wear and tear, or general cleaning at the end of the tenancy. It should be remembered that the deposit is the tenant's money and that the landlord is holding it in trust.

3.6.1 Tenancy Deposit Schemes

Under the Tenancy Deposit Protection legislation introduced by the Housing Act 2004, landlords are required to protect the deposits for all assured shorthold tenancies that have been created since 6 April 2007 in a Government-approved scheme. It is the responsibility of whoever holds the deposit – whether it is the landlord or agent – to ensure that the money is properly protected in an authorised scheme. If a letting agent collects the deposit, the landlord should ask for documentary evidence that the deposit has been properly protected (e.g. scheme reference number).

There are two types of tenancy deposit protection scheme available for landlords and letting agents (insurance-based schemes and custodial schemes). All schemes provide a free dispute resolution service.

Deposits are protected to:

allow tenants to get all or part of their deposit back at the end of the tenancy when they are entitled to it

make any disputes easier to resolve

encourage tenants and landlords to agree from the start on the condition of the property

encourage tenants to look after the property they are renting.

3.6.2 Insurance-based Schemes

Under the insurance schemes the landlord keeps the deposit, and pays the insurance scheme to insure against the landlord failing to repay the tenant any money due to him. There is a choice of two insurance-based schemes:

- Mydeposits is a partnership between the National Landlords Association and Hamilton Fraser Insurance. This insurance-based tenancy deposit protection scheme enables landlords, either directly or through agents, to hold deposits. Letting agents can also join the scheme.
- The Tenancy Deposit Scheme (TDS) is an insurance-backed deposit protection and dispute resolution scheme run by The Dispute Service. The scheme enables letting agents and landlords to hold deposits.

In both schemes:

- the tenant pays the deposit to the landlord
- the landlord retains the deposit and pays a premium to the insurer.

Within 14 days of receiving a deposit the landlord or agent must give the tenant the details about how their deposit is protected including:

- the contact details of the tenancy deposit scheme selected
- the landlord or agent's contact details
- how to apply for the release of the deposit
- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit.

3.6.3 At the end of the tenancy:

- if an agreement is reached about how the deposit should be divided, the landlord or agent returns all or some of the deposit
- if there is a dispute, the landlord must hand over the disputed amount to the scheme for safekeeping until the dispute is resolved
- if for any reason the landlord fails to comply, the insurance arrangements will ensure the return of the deposit to the tenant if they are entitled to it.

3.6.4 Custodial schemes

Money is held by the scheme until it is time for it to be repaid at the end of the tenancy. The custodial scheme is free to use. There is one custodial scheme provider - The Deposit Protection Service (The DPS). This scheme is free to use and open to all Landlords and Letting Agents. The service is funded entirely from the interest earned from deposits held where the tenant pays the deposit to the landlord or agent and then the landlord or agent pays the deposit into the scheme.

Within 14 days of receiving a deposit the landlord or agent must give the tenant the details about how their deposit is protected including:

- the contact details of the tenancy deposit scheme selected
- the landlord or agent's contact details
- how to apply for the release of the deposit
- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit.

3.6.5 At the end of the tenancy

At the end of tenancy the condition and contents of the property should be checked against the agreement made at the start of the tenancy. The landlord or agent then agrees with the tenant how much of the deposit will be returned to them.

Within 10 days the agreed amount of the deposit will be returned to the tenant:

- if an agreement is reached about how the deposit should be divided, the scheme will return the deposit, divided in the way agreed by both parties
- if there is a dispute, the scheme will hold the deposit until the dispute resolution service or courts decide what is fair.

The interest accrued by deposits in the scheme will be used to pay for the running of the scheme and any surplus will be used to offer interest to the tenant, or landlord, if the tenant isn't entitled to it.

The Tenancy Deposit Scheme came into force on the 6th April 2007. Any deposit received after that date for an assured shorthold tenancy, if not protected, could result in an order to repay three times the amount to the tenant.

3.6.6 Resolving tenancy deposit disputes

If there is a dispute about the return of the deposit and agreement with the tenant cannot be reached, a free service offered by the scheme protecting the deposit can help to resolve the dispute. This is called an Alternative Dispute Resolution (ADR) service. If both landlord and tenant agree to use the service to resolve the dispute they are bound by its decision. This does not prevent either party deciding to take the matter to the small claims court instead of using ADR.

Under the custodial scheme, the scheme will continue to hold the disputed

amount until the ADR or courts decide what is fair. Under the insurance schemes landlord or the agent must hand over the disputed amount to the scheme for safekeeping until the dispute is resolved. If the landlord or the agent fail to transfer the disputed amount into the scheme, the scheme will pay the amount due to the tenant as a result of the ADR service's or court's decision. The scheme will then seek to recover the money from the landlord or the agent.

The scheme administrator will divide the disputed amount in accordance with the ADR service's, or court's decision.

Further advice on tenancy deposit schemes can be found on the DirectGov website at www.direct.gov/tenancydeposit.

3.7 Succession rights, joint tenancies, subletting

Joint tenancies can be agreed with two or more people from the outset of the tenancy. Each tenant is then responsible jointly and individually for meeting the terms of the tenancy in full, including paying the rent. So if one joint tenant leaves the property before the end of the tenancy without the landlord's agreement and the rent due cannot be recovered, the remaining tenant will be responsible for paying the full rent. Under a joint tenancy, all tenants have equal rights under the tenancy.

If a tenant dies and the tenancy is a joint tenancy, the remaining joint tenant or tenants have an automatic right to stay on in the property.

If the tenant was a sole tenant, the right to succession will depend on whether the tenant had a fixed term tenancy or a periodic tenancy. Where there was a fixed term tenancy and the fixed term has not expired, the executors will arrange for it to be passed onto whoever the tenancy has been left to in the tenants will.

If it was a contractual periodic tenancy or a statutory periodic tenancy, the tenant's husband or wife or a person who lived with the tenant as husband or wife, has an automatic right to succeed to a periodic tenancy unless the tenant who died was already a successor to the tenancy. Only one succession is allowed. No one else in the family has an automatic right to succession.

If the tenancy was a contractual periodic tenancy or if it was or becomes a statutory periodic tenancy and there is someone living in the property who does not have a right to succeed to the tenancy, the landlord has a right to possession under ground 7 in Appendix C, provided that possession proceedings are started within a year of the death of the original tenant.

If the tenancy is a shorthold tenancy, there is an automatic right to repossess the property at the end of any fixed term, even if the tenant had a right to succession, provided that 2 months' notice is given that possession is required.

If the tenancy is a fixed term tenancy, it should be agreed with the tenant whether or not the tenancy can be sublet. If there is to be no subletting, this should be stated clearly in the tenancy agreement.

If the tenancy is a contractual periodic tenancy, or a statutory periodic tenancy which has arisen at the end of a fixed term, the tenant cannot by law give the tenancy or sublet to someone else unless this is agreed by the landlord. However, if the tenant has paid a premium for the property (a sum which is additional to rent or a sum paid as a deposit which is greater than 2 months' rent), such actions can be done unless there is a term in the tenancy agreement preventing this.

3.8 Energy Performance Certificates

Since October 2008 EPCs are required whenever a building is built, sold or rented out. Further information on EPCs can be found in section 9.1 of this guide.

4 Rent

4.1 The Lord Mayor's Deposit Guarantee Scheme

The Scheme works through a three-cornered agreement between the tenant, the landlord and Oxford City Council.

The Scheme issues a bond equivalent to a month's rent to the landlord. The bond promises to pay the landlord fair compensation in the event of rent arrears and/or damage caused by the tenant. In return, low income tenants or those in receipt of benefits do not have to raise a deposit. This enables a tenant to secure accommodation with the tenancy being overseen by the Scheme. In the event of the Scheme paying out for a claim of rent arrears, damages or losses by a landlord the Scheme may seek to recover this from the tenant.

Applications are accepted from anyone who is:

- Non-statutory homeless
- Aged 18 or over
- Homeless or threatened with being homeless
- Receiving benefits, on a low income, or who has no savings or other source of financial assistance
- Has a local connection to Oxford, and has been living in Oxford for at least the last 12 months
- Able to prove to the Lord Mayor's Deposit Guarantee Scheme Officer that they can sustain a tenancy in the Private Rented Sector.

Any appeal is made to the Private Rented Team Manager, whose decision is final.

To apply for the Scheme a tenant has to go through the steps outlined below:

- 1 Register with the Scheme and provide income details
- 2 If accepted on to the Scheme, find suitable accommodation

3 Complete the Local Housing Allowance forms and Tenancy Agreement

4 Move in.

It is important that the tenant does not move in to the property before being accepted onto the Scheme.

Contact details can be found at the end of this guide.

4.2 Rent books

The legal obligation to provide a rent book only applies if the rent is payable on a weekly basis. Standard rent books for assured and assured shorthold tenancies can be obtained from law stationers' and larger general stationers'. However, a record of rent payments must be kept or receipts for rent paid provided for all tenancies to avoid any disagreements later.

4.3 Increasing the rent and varying the terms of a tenancy

Before the tenancy starts the rent and arrangements for paying it should be agreed. Arrangements for reviewing the rent can also be included in the tenancy agreement.

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

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

Rent can only be put up by more than the amount agreed in the tenancy agreement if the tenant agrees to the increase.

If the tenancy is a fixed term tenancy, the rent can only be put up if the tenant agrees. If the tenant does not agree, the landlord will have to wait until the fixed term ends before the rent can be raised.

If the tenancy is a contractual periodic tenancy or when a fixed term tenancy ends

and the tenancy lapses into a statutory periodic tenancy, a rent increase can be agreed with the tenant. This should be done in writing. Alternatively the formal procedure in the Housing Act 1988 can be used to propose a rent increase to be payable a year after the tenancy began. Further increases at yearly intervals after the first increase can also be proposed in this way.

4.3.1 Formal procedure

The tenant must be notified on one of two special forms called Landlord's notice proposing a new rent under an Assured Periodic Tenancy of premises situated in England or Landlord's notice proposing a new rent under an Assured Periodic. The forms can be used for assured or assured shorthold tenancies.

At least a month's notice of the proposed increase must be given if the rent is paid on a weekly or monthly basis (more if the rent period is longer). More details are in Appendix D.

If the tenant agrees with the proposed rent increase, it should simply be paid from the date given in the notice.

If the tenant does not agree with the proposed increase, application must be made to a Rent Assessment Committee to decide what the rent should be. The tenant must do so before the date on which the new rent would be due.

4.3.2 Rent Assessment Committee

Rent Assessment Committees are made up of 2 or 3 people – usually a lawyer, a property valuer and a lay person. They are drawn from Rent Assessment Panels – bodies of people with appropriate expertise appointed by Government Ministers.

There are 6 Rent Assessment Panels in England and Wales. Oxford City Council's area is covered by the Eastern Rent Assessment Panel whose

Address is given in Appendix E. The committees are independent of both central and local government. There is no appeal against a committee's decision except on a point of law.

The committee may make a decision by considering the relevant papers although either landlord or tenant can ask for an informal hearing, which both may attend.

There is no charge for a committee decision.

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

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

When settling disputes on rent, the committee decides what rent can be reasonably expected for the property if let on the open market under a new tenancy on the same terms. It does not take into account any increase in the value of the property due to voluntary improvements by the tenant or any reduction in the value of the property caused by the tenant not looking after the property. The committee may agree the proposed rent or set a higher or lower rent.

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

The landlord can propose that the rent is increased a year after the date on which the rent decided by the committee was payable (but see Appendix D), unless the tenant agrees that it can be put up earlier. The tenant must apply to a Rent Assessment Committee to decide what the rent should be if the proposed increase is not agreed to.

A shorthold tenant can also apply to a Rent Assessment Committee at the beginning of the tenancy for a decision on the rent if it is considered to be significantly higher than the rent for comparable tenancies. The Housing Act 1996 made important changes to the deadline for applications.

For tenancies starting on or after 28 February 1997 the tenant may only apply to the committee once within 6 months of the beginning of the original tenancy. An application cannot be made if the original tenancy has ended and been replaced and more than 6 months have elapsed since the date the original tenancy started.

For tenancies which started or were agreed before 28 February 1997 the tenant may apply to the committee once during the initial fixed term of the original tenancy. The original fixed term had to be for 6 months but may be for longer.

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

The rent fixed by the committee is the legal maximum that can be charged. The new rent will be payable from the date specified by the committee which cannot be earlier than the date the tenant applied to it for a decision.

A shorthold tenant cannot refer the rent a second time to the committee under the procedure described.

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

However, if the fixed term of an assured or a shorthold tenancy has ended and the tenancy has automatically run on as a statutory periodic tenancy, it will continue on the same terms unless new terms are proposed by either landlord or tenant. Such new terms, and any consequent change to the rent, within a year of the statutory periodic tenancy starting, may be proposed using a special procedure under the Housing Act 1988. Both landlord and tenant have the right to apply for an independent decision by a Rent Assessment Committee if new terms cannot be agreed.

New terms, and any consequent change to the rent, must be proposed on a special form called "Notice proposing different terms for a Statutory Periodic Tenancy", available from law stationers or Rent Assessment Panels. If both agree the new terms, they can be included in the agreement. However, if the terms are not agreed, application must be made to a Rent Assessment Committee to settle the terms and any consequent change to the rent. The application to the committee must be made within 3 months of receiving the notice proposing changes, using a special form. The form is called "Application referring a notice proposing different terms for a Statutory Periodic Tenancy to a Rent Assessment Committee" obtainable from law stationers or Rent Assessment Panel offices.

The committee decides whether the proposed new terms are reasonable for the tenancy or whether other terms are more appropriate. The committee may adjust the rent up or down to reflect the new terms, whether or not a new rent is proposed to match the new terms. The new terms and the new rent, if the committee decides that the rent should be changed, will apply from the date stated by the committee, but the committee cannot apply the new rent before the date proposed in the notice.

If the committee sets new terms further changes to the terms of the statutory periodic tenancy can only be made if the

tenant agrees. A new fixed term tenancy or a contractual periodic tenancy can be agreed on new terms at any time.

4.4 Housing Benefit

Housing benefit is a means-tested benefit paid by the local council, which helps towards the cost of rent for people who are on a low income.

The council will aim to ensure the landlord receives payment of benefit promptly and that overpayments are minimised.

4.4.1 Claimants

Anyone who has to pay rent for their home can claim. It does not matter whether their landlord is the council, a housing association or a private individual or company, they can still claim.

Boarders, lodgers and people in hostels and bed-and-breakfast accommodation can also claim.

However, the council does not normally pay housing benefit to a tenant who is living with a member of their immediate family and paying them rent.

4.4.2 Time of claim

The tenant should claim as soon as possible. If they delay in claiming they may lose benefit. The council will need to see evidence to support their claim.

If evidence is not provided at the time of making the claim, the tenant should send the form to the council straight away and send the evidence later to avoid losing benefit.

Forms are available at the Council's Customer Service Centres.

4.4.3 Other Benefits

Tenants may be eligible for other financial support. Other types of benefits are dealt with by various organisations. For information on how to find out about other benefits available, visit the 'Other Benefits' page, on the council website.

4.4.4 Evidence required

The council must see original documents, not copies, to support a claim for benefit. For the claimant, and any partner, proof of identity, National Insurance number, income, capital, benefits and rent statements are required.

The claim cannot be paid until the council has proof of the tenant's rent and tenancy start date. The council will also need to see the original rent book or tenancy agreement, which must be completed in full, and they will need to know what services are included in the rent. Photocopies are not acceptable.

If the tenant is unable to provide evidence at the time they make their claim, the council will ask them to send the form straight away and send the evidence later. The processing of a claim can begin on receipt of the form, but any benefit will not be paid until evidence has been produced.

4.4.5 Claim reviews

During the period that the tenant is claiming housing benefit the council may need to carry out a review to check that their circumstances have not changed. To do this they will either visit the tenant or send them a review form.

4.4.6 Payment of benefit

The payment will normally go straight into the tenant's bank or building society account or sent by cheque. Payment is not normally made to the landlord. If the tenant does not already have a bank or building society account the landlord may want to help them set one up. That way the tenant can arrange to pay the rent to the landlord automatically using a standing order.

If the tenant is more than 8 weeks in arrears the council can pay the landlord without the tenant's agreement. Although, the landlord must have proof of the arrears before the payment can be made.

The council will pay the landlord what they would have paid to the tenant. In some

cases this will not be the full rent charged. The landlord will then have to collect the difference from their tenant.

If there is more than one tenant on direct payment, the council will pay the total benefit to the landlord in one cheque or direct transfer BACS payment. They will then send a list informing the landlord whose benefit is included in each payment and the period it covers.

The Landlord may be asked to repay any benefit you get for periods after the tenant leaves.

4.4.7 Direct Payments to Landlords

From 7 April 2008 under the new Local Housing Allowance (LHA) scheme, when a tenant applies for Housing Benefit, payment may only be made direct to them unless it is considered that the claimant is incapable of managing their financial affairs, is unlikely to pay their rent or has accrued 8 weeks rent arrears.

The council has devised a LHA direct payments safeguard procedure for tenants, landlords and third parties to use to minimise the risk of tenants falling into rent arrears and being put at risk of eviction and to reassure landlords that safeguards are also in place for them. The payments safeguard procedure document can be downloaded from the council website.

This document also details the procedures that the Benefits Service will follow when making a decision of who Housing Benefit should be made to, how the affected parties will be notified of this decision and what procedures will be used when reviewing a decision.

The Government aim was that paying Housing Benefit to claimants would promote personal responsibility and empower them to budget for themselves; that it would help the unemployed to develop the skills needed when they move into paid work; and that it would encourage them to open bank accounts

and pay their rent by standing order or direct debit, thereby helping to promote financial inclusion.

It is very important that the landlord's contact details are kept up-to-date so that the council can make the landlord aware of any changes as soon as possible.

More Information for Private Landlords is available on the council website as to how Local Housing Allowance is calculated.

The rates of Local Housing Allowance will be published on the website every month.

Any direct payment made to a landlord will be paid every 4 weeks in arrears. Payments made to the tenants will be paid every 2 weeks in arrears.

The council prefers to make payments directly into a bank account (BACS), this method of payment can provide many advantages:

Payment is direct and therefore eliminates the possibility of payments being delayed or lost in the post

The payment is treated as cleared funds allowing earlier access to the money

Also saves time and trouble paying the benefit cheques into a bank account as the payment is now automatically transferred

Furthermore, a remittance advice and a statement to confirm that the payment has been transferred will be sent, enabling the landlord to monitor the benefit payments being received. A BACS Request Form can be downloaded from the council website.

4.5 Disputes

If there is a dispute with a tenant the Tenancy Relations Officer (TRO) based with the Residential Safety Team of Oxford City Council can be contacted. The Tenancy Relations Officer will liaise between parties to try to resolve any problems that may arise and work between the tenant and landlord to mediate successful tenancies and avoid

unnecessary evictions. This service includes help with all aspects of tenancy regulation and provides advice on maintaining a good relationship with tenants.

If a dispute with the tenant cannot be resolved, it is recommended that legal advice is sought on how to proceed. Advice can be from a solicitor, Citizens Advice, Shelter, or one of the Landlord Associations.

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

Sometimes there are disputes between landlords and their agents. Independent legal advice should be sought if faced with such a problem. If your agent is a member of the NAEA, ARLA, RICS, or NALS these organisations can be approached for advice on their Code of Practice and Complaints Procedure.

A number of mediation services have now been set up to deal with such disputes, details can be found on the internet.

If a dispute with tenants is unable to be resolved, always seek advice from a solicitor.

5 Landlord and tenant responsibilities and rights

5.1 Repairs

Unless the tenancy has a fixed term of more than 7 years, the landlord is responsible under the Landlord and Tenant Act 1985 for repairs to:

the structure and exterior of the property;

baths, sinks, basins and other sanitary installations;

heating and hot water installations;

if you are renting a flat or maisonette, other parts of the building or installations in it which you own or control and whose disrepair would affect your tenant.

Responsibility for other repairs depends on the agreement with the tenant. There is no responsibility for repairing damage caused by the tenant.

The rent charged can include a sum to cover the cost of repairs but the costs cannot be passed on to the tenant in the form of a separate service charge.

5.2 Right of Entry

Irrespective of what maybe written in the agreed contract between a landlord and a tenant e.g. a clause that states the landlord is allowed to enter the property without permission; the law will ultimately overrule such a clause. As the Office of Fair Trading guidance summarises:

‘Under any kind of lease or tenancy, a landlord is required by common law to allow his tenants ‘exclusive possession’ and ‘quiet enjoyment’ of the premises during the tenancy. In other words, tenants must be free from unwarranted intrusion by anyone, including the landlord. Landlords are unfairly disregarding that basic obligation if they reserve a right to enter the property without giving reasonable notice or getting

the tenant’s consent, except for good reason.’

There is an implied term in tenancy agreements under the Rent Act 1977 and the Housing Act 1988 that a landlord does have the right to ‘reasonable’ access to carry out repairs, for which the landlord is responsible, but the tenant’s permission is still needed, and at least 24 hours notice must be given.

The only exception to this is where emergency repairs are required such as a gas leak or flooding then immediate access in order to repair these problems can be expected.

In the case of tenancies where the landlord is responsible for repairs the landlord or an agent authorised by the landlord in writing may, at reasonable times of the day, enter the property to inspect its condition and state of repair.

In this case 24 hours notice in writing must be given before such an inspection is carried out.

If a tenant refuses a landlord entry to the property then arrangements should be made to carry out the visit or inspection at a mutually acceptable time or legal advice should be sought.

If a regulated tenant will not give his or her consent for work to be carried out for which the landlord has a local authority grant, then the landlord may apply to the court for an order to enter and carry out the works. An order can be made subject to conditions about the time at which the work is carried out and about alternative accommodation arrangements.

Except in special circumstances, such as compulsory purchase for redevelopment, or overcrowding, a regulated, secure or assured tenant can only be made to leave his or her home if the landlord obtains a court order on one of a number of specified grounds for possession. A landlord cannot repossess the home of either a regulated or an assured tenant simply because he or

she needs or wants to do repairs. He or she may be able to obtain an order if he or she can provide suitable alternative accommodation or, in the case of assured tenancies, if he or she wishes to develop the property or do substantial works. The council may be able to get possession from a secure tenant to do major work if suitable alternative accommodation is available.

A tenant can also agree to leave his or her home temporarily while work is carried out, but if he or she does so he or she should make sure that the agreement between him or her and the landlord sets out clearly the basis on which he or she is leaving the property and his or her right to return. It should also include details of the alternative accommodation provided.

A tenant who is fully protected by the Rent Act 1977 (unless he or she is a protected shorthold tenant) cannot be granted an assured tenancy of alternative accommodation by his or her landlord. A full assured tenant cannot be granted a shorthold tenancy of alternative accommodation by his or her landlord.

It is in a landlord's interest to inspect the property on a regular basis to ensure that everything is in good condition. A regular inspection every 3 months should be sufficient, making tenants aware of this fact before they sign the tenancy agreement is recommended.

5.3 Nuisance and Anti-Social Behaviour

5.3.1 Anti-Social Behaviour

Anti social behaviour is defined in law as;

- "Acting in a manner that causes or is likely to cause harassment, alarm or distress to one or more persons not of the same household as themselves" (Crime and Disorder Act 1998)
- "Conduct causing or likely to cause a nuisance or annoyance to a

person residing, visiting or otherwise engaged in a lawful activity in the locality" (Housing Act 1996)

The term includes nuisance, harassment, racial incidents, neighbour disputes and includes noise complaints.

Landlords may come across anti-social behaviour where their tenant is causing the problem or is the victim of such behaviour.

Mediation can often be the best solution to such problems though if the problem is serious or persistent such as where there are:

- Threats of violence, or
- The parties do not agree to mediation

In such cases Oxford City Council's anti-social behaviour team (CANaCT) may be able to help.

CANaCT are the Crime And Nuisance Action Team formed in 2001 in the light of the Crime and Disorder Act 1998, with a specific remit to address issues of anti social behaviour within the community by:

- actively tackling anti-social behaviour
- offering support to families and witnesses providing links with other agencies in tackling crime and nuisance behaviour

Successes have been achieved in enforcement, including Anti-social Behaviour Orders (ASBOs), Anti-social Behaviour Injunctions (ASBIs) and Acceptable Behaviour Contracts (ABCs), and also by contributing to possession actions working with housing providers.

Everyone has the right to peaceful enjoyment of their home and to live undisturbed by other people's behaviour and activities.

It is good practice for a landlord or letting agent to provide contact details to immediate neighbours, if requested, so that complaints regarding neighbour nuisance or the anti-social behaviour of tenants can

be responded to by visiting or writing to the tenant or tenants concerned. Any further discussions or agreements made as a result of this initial action should also be confirmed in writing.

If the complaint is not resolved in the first week other agencies such as CANAcT or Environmental Development may then need to be involved.

Where it is agreed that there is sound evidence of a persistent breach of tenancy conditions, the landlord or letting agent can serve a notice to terminate the tenancy. The enforcement of this notice will depend upon the subsequent behaviour of the tenant in response to the notice.

CANAcT can be contacted on 01865 252969 and Environmental Development Noise Pollution on 01865 252887 during office hours or out of hours both services can be contacted on 01865 742138.

6 Other housing options

6.1 Oxford City Council Home Choice Scheme

In Oxford, high house prices and a shortage of affordable homes for rent can make it difficult to obtain suitable housing.

Faced with a serious homeless problem, Oxford City Council has set up a number of schemes to prevent homelessness and make it easier for people to obtain privately rented housing.

Families with children will normally be given priority for housing if they become homeless through no fault of their own.

The Home Choice Scheme is a rent deposit scheme for accommodation in the private sector.

The Home Choice scheme provides people who may be homeless with the opportunity to move into a home of their choice and to avoid homelessness and a lengthy stay in temporary accommodation.

By providing the advice, support and financial help required, Oxford City Council has increased the housing options available to people who are homeless or threatened with homelessness.

Managed by Oxford City Council's Options Service, the Home Choice Scheme is very flexible. It can be used, for example, to prevent private tenants from becoming homeless by enabling them to remain in their current accommodation or by helping them find alternative accommodation when their current tenancy comes to an end.

The Home Choice Scheme is not suitable for everyone. Experience has shown that the Scheme is most suitable for private tenants whose existing

tenancy is coming to an end, and for families that want to live in a particular area, close to schools, employment or family support. The Scheme has also

helped families that need accommodation for only a short time, until their situation improves or until they receive their share of a matrimonial settlement.

6.1.1 Qualifying for the Scheme

It is realised that not everyone is able to manage in private rented accommodation. The Home Choice scheme is therefore only offered to people considered suitable.

To qualify for the scheme, families must:

- have a local connection with the Oxford City area
- have become homeless through no fault of their own
- satisfy Oxford City Council that they can manage in private rented accommodation
- have been referred to The Scheme by the Council's Duty Officer.

6.1.2 What Is Offered

Although advice and support will be provided, a tenant will be expected to find their own property to rent. If unable to do this help can be provided where necessary. However, the Council must be satisfied it is suitable accommodation.

Under the Home Choice scheme, Oxford City Council will provide the tenancy deposit needed in order to obtain private rented accommodation.

As well as offering financial assistance, Oxford City Council can offer a free tenancy agreement, comprehensive advice on all payments of Local Housing Allowance, aspects of the lettings process the lettings process and prompt Housing Benefit payments direct to the landlord where possible.

There is also help to arrange the tenancy, and continued provision of advice, support and practical help throughout the tenancy for both the landlord and tenant where this is appropriate.

6.1.3 Length of Tenancy

Most of the tenants assisted by the Home Choice Scheme will want to remain in their home for as long as possible. Under the Home Choice Scheme, tenants will normally take on an Assured Shorthold tenancy lasting 12 months and then renew the tenancy at the end of the first year.

Some landlords prefer to offer six months tenancy (even if they are looking for long-term tenants), to check that the tenant can be relied upon to look after the property and pay their rent. Many of the tenants requiring accommodation for a relatively short period of time (until a matrimonial settlement is reached, for example) will need to check that they can be released from their tenancy without penalty at a months notice.

6.1.4 Tenancy Deposit

Oxford City Council will pay a tenancy deposit direct to the landlord or letting agent. Payment is made on the condition that, at the end of the tenancy, the landlord or agent will refund the Council all or part of the money they have received after allowing the cost of any reasonable deductions.

When a landlord or letting agent takes a tenancy deposit, the deposit must be protected in a Government authorised Tenancy Deposit Protection Scheme.

6.1.5 Rent Payments

Applicants will only be considered for the Home Choice Scheme if they can show that they are able to pay their rent regularly and in full. In many cases applicants will be eligible to apply for Local Housing Allowance to help with these payments.

This is a means-tested rent allowance paid by local authorities to help people cover their rent costs. To ensure that any Local Housing Allowance claims are processed quickly, the Private Sector team will ensure that the tenant provides

all of the information needed to assess the claim. The tenant will usually receive any benefit entitlement directly into their bank account; it is their responsibility to ensure this is paid to the landlord.

6.1.6 Housing Benefit/Local Housing Allowance

Many of the families assisted under the Home Choice Scheme receive Local Housing Allowance to cover all or part of their rent. The maximum amount of rent that can be taken into account in the calculation of Housing Benefit is the Local Housing Allowance. This is a figure set monthly in advance by the Rent Officer and depends on the number of people that live in a dwelling. The actual amount of Housing Benefit that a tenant receives depends on their age, the people living with them, and their income and savings. Advice on the Local Housing Allowance upon which a tenant's entitlement will be calculated, or Housing Benefit generally, is available from the Private Sector team or from the Council's Customer Service Officers.

Most single claimants under 25 (no partner or children living with them) count as young individuals. The Local Housing Allowance for this group will only cover the cost of a single room plus shared facilities—e.g. a room in a shared house.

The following young individuals are exempt from this restriction:

- Claimants with one or more dependant(s)
- Claimants who meet the conditions for the Severe Disability Premium
- Claimants under 22 who were previously subject to a Care Order.

6.2 Empty Homes

There are private sector properties standing empty in Oxford and at the same time there is a huge demand for housing. Empty properties are a wasted home. They are often a cause for concern to people living in the locality due to vandalism or squatting.

There are significant costs to owners in keeping a property empty including the loss of income through sale or by renting.

6.2.1 Our Commitment

Our commitment is to bring empty properties back into good use as soon as possible. To do this we:

- offer advice and assistance to owners if needed
- where all other options fail compulsory measures to stop the property becoming a nuisance and to bring it back into use are actively pursued.

6.2.2 Report Empty Properties to Us

If you are concerned about an empty private sector property in your neighbourhood, please report the property to Oxford City Council's Empty Property Officer on 01865 252280.

6.2.3 Landlords

If you are the owner of an empty property, you should contact us about how we can work together to get the property back into use. We have information on estate agents, auctioneers, landlords, VAT relief, grants, builders and people interested in purchasing empty properties.

6.2.4 Properties Identified as Empty

Once an empty property has been identified, we will contact the owner to determine the reason why their property is empty. Where appropriate, a range of options to secure reoccupation will be discussed, and advice offered as to the

most suitable. The Empty Property Officer will assist in bringing the agreed option to completion.

6.2.5 What are the options?

Our objective is always to work with owners of empty properties to help the situation. There are many options which may assist the owner which include:

Letting the property independently

- Letting via an Accredited Letting Agent
- Developing the site
- Selling the site
- Housing Association purchase

If these options do not work then Oxford City Council may use various powers to enforce the improvement of empty properties following negotiations with the owner.

Physiological Requirements	Protection Against Infection
Damp and mould growth	Domestic hygiene, pests and refuse
Excess cold	Food safety
Excess heat	Personal hygiene, sanitation and drainage
Asbestos (and MMF)	Water supply for domestic purpose
Biocides	Protection Against Accidents
Carbon monoxide & fuel combustion products	Falls associated with baths
Lead	Falling on level surfaces
Radiation	Falling on etc
Uncombusted fuel gas	Falling between levels
Volatile Organic Compounds	Electrical hazards
	Fire
Psychological Requirements	Flames, hot surfaces
Crowding and space	Collision and entrapment
Entry by intruders	Explosions
Lighting	Position and operability of amenities
Noise	Structural collapse and failing elements

7 Housing Health and Safety Rating System (HHSRS)

The Housing Act 2004 replaced the previous housing fitness standard with the Housing Health and Safety Rating System. This is the method of assessing risks in residential accommodation, the aim is to provide a system, not a standard, to enable risks from hazards to health and safety in dwellings to be removed or minimised.

The purpose of the HHSRS assessment is not to set a standard but to generate objective information in order to determine and inform enforcement decisions. HHSRS assesses twenty nine categories of housing hazard, including factors which were not covered or covered inadequately

by the housing fitness standard. It provides a rating for each hazard.

The 29 hazards that can be assessed are those associated with or arising from:

The HHSRS assessment is based on the risk to the potential occupant who is most vulnerable to that hazard. For example, stairs constitute a greater risk to the elderly, so for assessing hazards relating to stairs they are considered the most vulnerable. Whereas the very young as well as the elderly are susceptible to low temperatures so both groups are considered the most vulnerable with respect to this hazard. The underlying principle is that a dwelling that is safe for those most vulnerable to a hazard is safe for all. Further guidance can be found in Housing Health and Safety Rating System – Operating Guidance (isbn 13:978 185112 846 4).

The following is recommended as part of the operating guidance for the most common hazards that are more frequently encountered in dwelling houses.

NB: For houses in multiple occupation (HMO's), there is good practice guidance contained in the Oxford City Council Amenities & Facilities Guidance and it may be a requirement that some hazards are complied with under the Management of Houses in Multiple Occupation (England) Regulations 2006.

7.1 Most frequently identified hazards

7.1.1 Damp and mould growth:

Houses should be warm, dry and well-ventilated. The dwelling should be maintained free from rising, penetrating and traumatic dampness or persistent condensation. Rising and penetrating dampness should be prevented by adequate damp proofing including around door and window openings. The external fabric should be kept in repair to prevent rain penetration. Measures to insulate pipes and tanks from frost will prevent leaks or bursts.

All rain water goods, including eaves guttering and rainwater down pipes should be securely fixed and capable of safely discharging surface rainwater to the drainage system. Roof spaces and floor voids should be properly ventilated to prevent condensation and to prevent timbers becoming damp and prone to fungal infection.

There should be adequate provision for the safe removal of moisture-laden air. This should include extraction in bathrooms and kitchens to ensure that the dwelling is able to cope with excess moisture levels to prevent persistent humidity. Adequate venting of clothes drying facilities, (tumble driers) should be provided directly to the exterior.

7.1.2 Excess Cold:

Houses should be adequately insulated to prevent excessive heat loss and be fitted with a suitable and effective form of space heating system to enable the dwelling to be economically maintained at a reasonable temperature.

All habitable rooms including bath or shower rooms must be provided with an efficient and safe, fixed space-heating appliance. The appliance must be capable of maintaining the room at a minimum temperature of 18°C when the outside temperature is minus 1°C.

A fixed space heating appliance means a fixed gas or fixed electrical appliance or an adequate central heating system operable at all times.

Heating appliances should be regularly serviced to ensure they are safe and in good working order.

In particular, roof spaces should be properly insulated and windows and doors draught proofed.

7.1.3 Crowding and space:

Houses should have sufficient space for the separation of the various household activities. The degree of separation will be dependant on the number of persons that are expected to share that space.

There should be sufficient sleeping space within the property with bedrooms of adequate size and sufficient separate living area. Kitchens should be large enough to permit the safe preparation and cooking of food and there should be appropriately sited and adequate space for personal washing and bathing.

7.1.4 Entry by intruders:

Houses should be capable of being secured to deter against unauthorised entry. Ideally, the cartilage of the property should be afforded some defensible space and rear gardens properly enclosed. External security lighting should be fitted to provide illumination adjacent to access points. Ground floor windows and doors should be robust and fitted with adequate security locks. (Locking devices should not however compromise fire safety).

7.1.5 Lighting:

Natural Lighting:- All habitable rooms should have an adequate level of natural lighting provided via a clear glazed window or windows. (It is advisable that the glazed area is to be equivalent to at least one-tenth of the floor area). Where practicable, all staircases, landings, passages, kitchens, bathrooms and toilets should be provided, with a window. Windows to bathrooms and toilets should be glazed with obscured glass.

Artificial Lighting: - All rooms and circulations areas within the property should have provision for electric lighting and should be controlled from suitable located switch points.

7.1.6 Domestic hygiene, pests and refuse:

Houses should be provided with adequate and hygienic facilities for the storage and disposal of refuse both inside and outside the house pending collection from the City Council. This should include the provision for the separate storage of recyclable waste.

Provision should be made to ensure that as far as is reasonably practicable, means of access by pests from outside the dwelling is limited. Doors and windows should be close fitting to the frame when in the closed position and gaps around door and window surrounds should be properly sealed. Gaps around exit points

of waste pipes etc, should be properly sealed.

7.1.7 Food Safety:

Kitchens should be of adequate size and layout so as to enable the safe and hygienic use of the facilities provided. Occupants should be able to safely and hygienically prepare and cook meals thereby reducing the risk of food poisoning and promoting safe practice.

Kitchens should have adequate lighting and ventilation and be equipped with a properly installed cooking appliance, a sink drainer, sufficient storage, including cold storage and food preparation surfaces. Work surfaces should be impervious

7.1.8 Personal hygiene, sanitation and drainage:

The internal fabric of the property should be maintained in good condition and in areas such as bathrooms and kitchens, surface finishes should be capable of being readily cleaned and kept in a hygienic condition.

Externally, houses should be free from disrepair and free from access by pests, such as rats and mice.

There should also be suitable provision for the storage of domestic waste inside the property pending disposal, and outside the property prior to collection by the local authority.

7.1.9 Water supply:

An adequate supply of cold drinking water under adequate mains pressure should be available from the kitchen sink. The supply must come from the mains system and not via a storage tank. There should be a stop tap located under the kitchen sink to allow the system to be isolated in the event of a burst pipe or for maintenance purposes.

All pipe work should be adequately protected from the frost damage.

7.1.10 Falls:

Falling on level surfaces:- Internally, floors should be even and comprise a non-slip finish and be maintained in a good condition. No change in level should be more than 300mm in height.

Externally, paths and walkways should even, comprise a non-slip finish, and where applicable, be properly drained. Where there is a change in level, adequate lighting should be available. No change in level should be more than 300mm in height.

Falling on stairs etc:- Internally, stairs should be maintained in good condition, be free from disrepair and have treads and risers of equal height and depth. Stair coverings should be properly and securely fitted and should not be worn or loose. A securely fixed handrail or banister with suitably spaced balusters at a suitable height should be provided the full length of the stairway on at least one side. Adequate lighting of stairwells should be available together with suitable located switches at both the top and bottom of each flight.

Externally, steps should be maintained in good condition and be free from disrepair. Treads and risers should be of equal height and depth and surfaces should be non-slip. A securely fixed handrail should be provided at a suitable height on at least one side for the full length of the flight.

Falling between levels:- Where there is a change in level of more than 300mm in height, suitable and sufficient guarding should be provided in locations where there is a possibility of a fall.

Balconies and basement light wells should have securely fixed guarding to a height of at least 1100mm and designed so that children are unable to climb them. Windows that open below 800mm from floor level should be fitted with restrictors which can be disengaged using two hands for cleaning purposes.

7.1. 11 Electrical hazards:

The electrical installation should be maintained in a safe condition. It is recommended that domestic installations are inspected every ten years by a competent person. Preferably a contractor who is registered with the National Inspection Council for Electrical Installation Contractors, (NICEIC) or other approved body should be employed to do this. They will issue a Domestic Periodic Inspection Report which will detail any requirements to make the system safe or recommendations to upgrade the installation to current standards.

There is a legal requirement for the electrical installations in HMO's to be inspected every five years.

Certain works are 'notifiable', which means that the relevant authority is required to be notified under Part P of The Building Regulations.

7.1.12 Fire:

Low Risk dwellings:- All houses should be fitted with an early warning system. In modest two storey family houses, this can take the form of battery operated smoke alarms, suitably located in the ground floor hall and first floor landing. Alarms should be tested at least once a week and batteries replaced immediately they start to emit a low power signal. They should be removed from their fixing bracket and cleaned at regular intervals to prevent the build up of dust or other contaminants that may prevent them from working. There is usually no requirement for fire doors to be installed.

Medium Risk Dwellings:- Larger two or three storey family dwellings should be fitted with a mains operated series of interlinked smoke alarms and possibly a heat alarm located in the kitchen. Alarms should preferably be fitted with a rechargeable or long life battery backup. Alarms should be securely fixed in suitable locations, preferably in the hall and landing areas. Householders should test alarms

weekly and ensure that non re-chargeable batteries are replaced immediately they start to emit a low power signal.

Because of the more technical nature of this type of system, it should be tested annually by a competent person, preferably a specialist fire alarm contractor. They should carry out a full system test which would incorporate the cleaning and testing of the units and associated circuit wiring. To prevent the spread of fire, there may be a requirement to install a fire door at the entrance to rooms that contain cooking facilities or other high risk rooms.

High Risk Dwellings:- This type of dwelling is more likely to be associated with rented accommodation and would be subject to a risk assessment to determine the fire precaution requirement.

It is likely that a mains operated fire alarm system together with emergency lighting would be a requirement. There is also a likelihood that the escape route is constructed to provide thirty minute fire separation from the habitable rooms and this would include the fitting of fire doors.

Fire doors and alarm systems should be regularly checked and tested by a competent person and adequate reporting procedures put in place in the event of faults or nuisance alarms. The alarm system should be tested annually by a competent person, preferably a specialist fire alarm contractor.

To prevent the possibility of a small kitchen fire from spreading, a wall mounted fire blanket and a small suitable fire extinguisher should be available for use in such circumstances.

7.1.13 Flames, hot surfaces etc:

Heating and cooking appliances should all be maintained in a safe condition and be suitably located so as not to become unreasonably hazardous. Kitchens should be of adequate size and cooking appliances should be positioned safely

away from entrance ways. They should be placed on an even surface and fixed level with adjacent work surface. There should be adequate work surface either side of the hob to enable sufficient space for hot pans.

All heating appliances should be securely fixed in a suitable location within each room and suitable guarding for gas heaters and radiant electric bar heaters should be provided.

The following is an extract from the Housing Health and Safety Rating System Enforcement Guidance.

7.2 Local Authority Duties and Powers following a Hazard Assessment:

The Housing Act 2004, gives local authorities the power to intervene where it is considered that housing conditions are unacceptable. Oxford City Council is therefore under a general duty to take appropriate action in relation to certain hazards following an inspection.

All hazards that are identified during an inspection will be assessed in accordance with the HHSRS Operating Guidance. On completion of the hazard assessment, the rating will result in either a Category 1 hazard or a Category 2 hazard.

Action that the City Council can take, will depend on the severity of the hazard and the risk posed to the occupants of the property, (A Category 2 hazard is less severe than a Category 1 hazard). Where the City Council has a duty to act, we will take the most appropriate course of action which may include any of the following:

7.2.1 Hazard Awareness Notice:

This type of notice is likely to be served where a less serious hazard exists and where there is no imminent risk to health of an occupying tenant. The notice will specify the nature of the hazard or the 'deficiency' and will also prescribe the most appropriate course of action to remedy the deficiency. There is no charge for this notice and there

is no legal requirement to carry out the works, although based on the principle that is served as a 'best practice' option, it is a recommendation that the works are carried out.

7.2.2 Improvement Notice:

This type of notice is likely to be served where a more serious hazard exists and where there is no imminent risk to health of an occupying tenant. The notice will specify the nature of the hazard or the 'deficiency' and will also prescribe the most appropriate course of action to remedy the deficiency.

Where the City Council intends to serve this kind of notice, written confirmation of our intention to do so will be given. The reason for this is to allow the recipient to make a representation regarding the works with the intention that works and the timescale in which to carry them out can be agreed.

Failure to make a representation or where works cannot be agreed, the City Council will serve the notice and make a charge of £400.00. When a notice is served, the details are registered as a 'Charge' against the property and there is a legal requirement to carry out the works within the prescribed timescale.

The recipient of an improvement notice may appeal to the Residential Property Tribunal within 21 days from the date of the notice.

Failure to make satisfactory progress or to complete on time may result in works being carried out in default, and/or prosecution for non compliance with the notice.

7.2.3 Prohibition Order:

A Prohibition Order may prohibit the use of all or part of a house for some or all purposes. For example, the use of a room for sleeping purposes maybe prohibited on the grounds that it is too small or lacks natural daylight. This does not imply that

the room cannot be used for purposes other than a bedroom.

An order to may also be served to prohibit the occupation of the whole house; this action may be taken on the grounds that the work cannot be carried out to remedy a serious hazard where there is a tenant in residence and for this reason, an order may be deferred.

There is no provision for making a representation for this type of order and the City Council will make a charge of £400.00. The order will specify the date that the prohibition becomes operative and when served, the details are registered as a 'Charge' against the property.

The recipient of a prohibition order may appeal to the Residential Property Tribunal within 28 days from the date of the notice. The order will specify the nature of the hazard or the 'deficiency' and will prescribe the most appropriate course of action to remedy the deficiency. A prohibition order can be revoked and the house re-occupied when works to remove the hazard, as specified on the notice have been carried out.

7.2.4 Emergency Prohibition Order:

Where the City Council is satisfied that a Category 1 hazard exists and is further satisfied that the hazard involves an imminent risk of serious harm to the occupiers, the City Council have the authority to enter a house to make an emergency prohibition order. The order may prohibit the use of all or part of a house with immediate effect.

Action of this type may be taken where for example the electrical installation is antiquated and dangerous and cannot be made safe without extensive remedial works or rewire.

There is no provision for making a representation for this type of order and the City Council will make a charge of £400.00. The order takes effect from the date it is

served and the details are registered as a 'Charge' against the property.

The recipient of a prohibition order may appeal to the Residential Property Tribunal within 28 days from the date of the notice. The order will specify the nature of the hazard or the 'deficiency' and will prescribe the most appropriate course of action to remedy the deficiency. An emergency prohibition order can be revoked and the house re-occupied when works to remove the hazard, as specified on the notice have been carried out.

7.2.5 Emergency Remedial Action:

Where the City Council is satisfied that a Category 1 hazard exists and is further satisfied that the hazard involves an imminent risk of serious harm to the occupiers, the City Council have the authority to enter a house to carry out emergency remedial action and remove the hazard.

Action of this type may be taken where for example the electrical installation is dangerous but works to make it safe can be carried out immediately by an electrician to make it safe.

There is no provision for making a representation for this type of order and the City Council will make a charge of £400.00.

A person served with a notice of emergency remedial action can appeal against such an order to the Residential Property Tribunal within 28 days from the date of the notice.

Emergency remedial action should reduce the hazard to a level whereby imminent risk of harm is removed, allowing the continued occupation of the property, but depending on the circumstances further action may be necessary to remove the hazard completely.

8 Safety Checks

8.1 Gas safety

In relation to domestic gas under the Gas Safety (Installation and Use) Regulations 1998 (GS(IU)R 98), a landlord is anyone who rents out a property that they own under a lease that is shorter than 7 years or under a licence .

Landlords' duties apply to a wide range of accommodation, occupied under a lease or licence, which includes, but not exclusively:

- residential premises provided for rent by local authorities, housing associations, private sector landlords, housing co-operatives, hostels
- rooms let in bed-sit accommodation, private households, bed and breakfast accommodation and hotels
- rented holiday accommodation such as chalets, cottages, flats, caravans and narrow boats on inland waterways.

A landlord has duties under the Gas Safety (Installation and Use) Regulations 1998 to arrange maintenance by a Gas Safe Registered engineer for all pipe work, appliances and flues, which they own and have provided for the tenants use. A gas safety check must be carried out every 12 months by a Gas Safe Registered engineer. A record of the safety check must be kept for 2 years and a copy issued to each existing tenant within 28 days of the check being completed and a copy issued to any new tenants before they move in.

Landlords who use agents to manage properties need to ensure that the management contract clearly specifies who is responsible for carrying out the maintenance and safety check duties, and keeping associated records. If the contract specifies that the agent has responsibility

then the same duties under the Gas Safety (Installation and Use) Regulations 1998 that apply to a landlord apply to the managing agent.

The Gas Safety (Installation and Use) Regulations also states that a landlord must only use a Gas Safe Registered engineer for maintenance and safety checks on gas equipment they own and provide for tenants use in domestic premises.

Although not a legal requirement Carbon Monoxide (CO) detectors are recommended. These should comply with relevant standards. They should not however replace regular maintenance and safety checks.

Any gas appliance provided for the tenant's use is included in the legal duties. If a tenant has their own gas appliance that has not been provided, there are still responsibilities for parts of the associated installation and pipe work though not for the actual appliance.

Between tenancies there is a need to ensure that all appliances are safe and have an up to date landlord's gas safety certificate (a copy of which needs to be given to the new tenant); it is also good practice to arrange for the pipe work to be inspected and tested for soundness.

It is illegal for anyone to use a gas appliance if they suspect it is unsafe. Turn the appliance off and do not touch it until it has been checked by a Gas Safe Registered engineer.

If a gas appliance has been switched off by a Gas Safe Registered engineer it is because it is unsafe and should not be used. If a heating appliance has been disconnected then emergency heating must be provided for the tenant, whilst arranging for appropriate remedial work by a Gas Safe Registered engineer.

If the Regulations are broken lives are put at risk and the law is broken. HSE gives gas safety a high priority and will take the appropriate action to ensure compliance

with the regulations; this could result in a substantial fine and/or a custodial sentence. [14]

It is advised that quotes from three different engineers are obtained before hiring someone as costs can vary considerably.

If a gas leak is suspected:

- Call National Grid's Gas Emergency Freephone number: 0800 111 999
- Open all the doors and windows
- Shut off the gas supply at the meter control valve (if you know where it is)

All registered engineers under the new scheme must carry ID cards that identify the appliances on which they are qualified to work. Consumers are strongly encouraged to check the ID card before letting anyone begin work on their gas appliances.

8.1.1 Gas fires in bedrooms

Since 31 October 1998, any room converted to use as bedrooms should not contain the following types of gas appliances:

A gas fire, gas space heater or a gas water heater (including a gas boiler) over 14 kilowatts gross input unless it is room sealed.

A gas fire, gas space heater, or a gas water heater (including a gas boiler) of 14 kilowatts gross input or less or any instantaneous water heater unless it is room sealed or has an atmosphere-sensing device.

If a room contains one or more of the above appliances and was used as a bedroom prior to 1998 a risk assessment will need to be undertaken to determine if it can still be used as a bedroom.

8.2 Electrical Safety in Rental Property

Apart from the Landlord's Common Law duty of care, the Landlord & Tenant Act

1985 (and several other statutory regulations) requires that the electrical equipment is safe at the start of every tenancy and maintained in a safe condition throughout the tenancy.

Electrical hazards are also covered by the Housing Health and Safety Rating System under the Housing Act 2004.

In the case of houses in multiple occupation there is a statutory duty under the Regulatory Reform Fire Safety Order 2005 for the responsible person (the property manager) to carry out annual Fire Safety Risk Assessments, which include electrical safety risks.

If a property is let the landlord must ensure that the electrical system and all appliances supplied are safe - failure to comply with the Electrical Equipment (Safety) Regulations 1994 and the Consumer Protection Act 1987 is a criminal offence and may result in:

- A fine of £5,000 per item not complying
- Six month's imprisonment
- Possible manslaughter charges in the event of deaths
- The Tenant may also sue the landlord for civil damages
- Property insurance may be invalidated.

These regulations are enforced by the Health & Safety Executive.

It is important to ensure that all electrical appliances and fittings within the property are safe and in good working order. Should any electrical fittings or appliances within rental property cause harm to a tenant the landlord could be held liable.

Visual inspections should be made by a landlord or agent in residential properties (recorded on a safety checklist). It is recommended that Portable Appliance Tests (PAT) and periodic checks are carried out by a qualified electrician to ensure they are safe and in good working order.

- Ideally, ensure that the electrical system complies with the latest wiring regulations
- Make sure a circuit breaker (RCD) is fitted to power circuits
- Keep supplied appliances to a minimum
- Make sure appliances supplied are complete and in working order - keep purchase receipts
- Pay particular attention to second hand equipment - always have these items checked
- Ensure that operating instructions and safety warning notices are supplied with the appliances
- Ensure that flexes are in good order and properly attached to appliances and plugs
- Ensure that earth tags are in place
- Ensure that plugs are of an approved type with sleeved live and neutral pins
- Ensure that plugs and sockets conform to BS1363 or BS1363/A for heavy duty uses
- Ensure that all fuses are of the correct type and rating
- Make sure that tenants know the location of and have access to the main consumer unit, fuses and isolator switch
- Make a note of all fuse ratings on the inventory.

If there is any doubt about the wiring or the safety of any appliances a qualified electrician should be consulted.

8.2.1 Regulations

There is no statutory obligation on landlords or agents to have professional checks carried out on the electrical system or appliances. However, under Common Law and various statutory regulations: The Landlord and Tenant Act 1985, The Housing Act 2004, The Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets etc. (Safety) Regulations 1994, both of which

come under the Consumer Protection Act 1987, there is an obligation to ensure that all electrical equipment is safe.

Part P of the Building Regulations also makes it a requirement that for certain types of electrical work in dwellings, plus garages, sheds, greenhouses and outbuilding to comply with the standards. This means a competent electrician must carry out the work. Even for DIY electrical work a landlord must belong to one of the Government's approved Competent Person Self-Certification schemes or submit a building notice to the local authority before doing the work.

8.2.3 Due Diligence

In the event of a complaint by a tenant or an accident the defence of "due diligence" may be accepted where it can be shown that the landlord or agent took all reasonable steps to avoid committing an offence though documentary evidence will be needed to confirm this.

8.3 Furniture and Furnishings (Fire Safety) Regulations 1988/1989 and 1993

The Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989 and 1993) set levels of fire resistance for domestic upholstered furniture, furnishings and other products containing upholstery.

The Regulations are enforced by Oxford County Council's Trading Standards Department. If you need advice, clarification or additional information contact them by using their website, telephone or go personally to the local office in New Road, Oxford.

The Furniture and Furnishings (Fire Safety) Regulations 1988 (amended 1989 and 1993) are UK law and are designed to ensure that upholstery components and composites used for furniture supplied in the UK meet specified ignition resistance levels and are suitably labelled.

The Regulations apply where furniture is included in accommodation let in the course of business, such as residential furnished letting's (including houses, flats and bed-sits). As such the Regulations apply to landlords, estate agents and letting agents who let such accommodation.

Products covered by the Regulations comprise of six groups:

- All types of upholstered seating including chairs, settees, padded stools and ottomans. Children's furniture, foot stools, sofa-beds, futons and other convertibles, bean bags and floor cushions nursery furniture and upholstered items designed to contain a baby or small child. Domestic upholstered furniture that is supplied in kit form for self-assembly. Second hand furniture Upholstered head-boards, footboards and side rails of beds

- Furniture for use in the open air (garden and outdoor furniture) which is suitable for use in a dwelling (homes and caravans. Cane furniture which includes upholstery
- Divans, bed-bases, mattresses, pillows, and mattress pads (toppers) (FILLING MATERIAL ONLY)
- Scatter cushions and seat pads (FILLING MATERIAL ONLY)
- Permanent covers for furniture (textiles, coated textiles, leather etc) Loose and stretch covers for furniture Covers for non-visible parts of furniture
- Foam and non-foam filling material for furniture.

All furniture and products in the above groups need to comply with the Regulations.

The Regulations do not apply to furniture intended for export and furniture manufactured prior to 1950.

The Regulations do not apply to sleeping bags, bedclothes (including duvets), loose covers for mattresses (i.e. mattress protectors), pillowcases, curtains and carpets. However, it is important to note that these products are covered under General Product Safety Regulations 2005 (GPSR).

8.3.1 Display labelling

Display labelling is required to indicate the ignition resistance of each item of furniture and should be attached to all new furniture when sold, with the exception of mattresses, bed-bases, pillows, scatter cushions, seat pads, loose covers (sold separately from the furniture) and stretch covers

Furniture sold as a collection of items, such as three piece suites or a set of dining chairs must carry the appropriate display label on each individual item. In all cases the display label should be attached to the furniture in a prominent position so that the label will be clearly visible to a potential

purchaser of the furniture and the wording on both sides can be read with reasonable ease.

See Appendix F for the labels to look out for.

8.3.2 Permanent labelling

Permanent labelling on furniture is intended show compliance with the specific ignition requirements for covers and fillings. They need to be carried on all items of furniture with the exception of mattresses divans and bed bases. The labelling specifications for mattresses, divans and bed-bases are covered separately by BS 7177.

There are two versions of permanent labels (See Appendix F).

9 Energy Efficiency

Buildings produce nearly half of the UK's carbon emissions. This is almost twice that of cars and planes. The way a building is constructed, insulated, heated, ventilated and the type of fuel used, all contribute to its carbon emissions.

9.1 Energy Performance Certificates

Energy Performance Certificates (EPCs) have been introduced to help improve the energy efficiency of buildings.

Since October 2008 EPCs are required whenever a building is built, sold or rented out. The certificate provides 'A' to 'G' ratings for the building, with 'A' being the most energy efficient and 'G' being the least, with the average up to now being 'D'.

Accredited energy assessors produce EPCs alongside an associated report which suggests improvements to make a building more energy efficient.

9.1.1 Energy Performance Certificates

Energy Performance Certificates (EPCs) give information on how to make a property more energy efficient and reduce carbon dioxide emissions. All homes bought, sold or rented require an EPC.

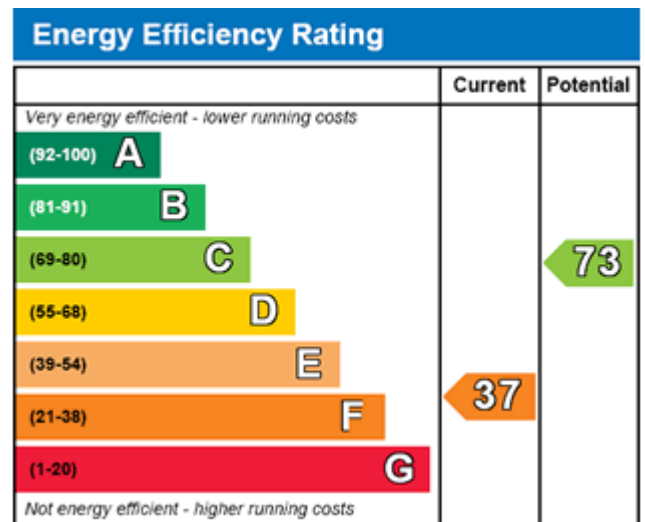


Fig: 1 Example of energy efficiency rating graph for homes

EPCs contain information on the property's energy use and carbon dioxide emissions and a recommendation report with suggestions to reduce energy use and carbon dioxide emissions.

9.1.2 Energy use and carbon dioxide emissions

EPCs carry ratings that compare the current energy efficiency and carbon dioxide emissions with potential figures that the property could achieve. Potential figures are calculated by estimating what the energy efficiency and carbon dioxide emissions would be if energy saving measures were put in place.

Around 27% of the UK's carbon dioxide emissions come from domestic properties.

9.1.3 The recommendation report

EPCs also provide a detailed recommendation report showing what you could do to help reduce the amount of energy you use and your carbon dioxide emissions. The report lists:

- suggested improvements, like fitting loft insulation
- possible cost savings per year, if the improvements are made
- how the recommendations would change the energy and carbon emission rating of the property

The recommendations in the recommendation report don't have to be acted upon. However, it could make a property more attractive to rent by making it more energy efficient.

The certificate also contains:

- detailed estimates of potential energy use, carbon dioxide emissions and fuel costs
- details of the person who carried out the EPC assessment
- who to contact if you want to make a complaint.

9.1.4 When an EPC is required

A building will need an EPC if it has a roof and walls and uses energy to 'condition an indoor climate'. This means it has heating, air conditioning or mechanical ventilation. For example, a garden shed would not need an EPC if it doesn't have any heating.

The building can either be a whole building or part of a building that has been designed or altered to be used separately. If a building is made up of separate units, each with its own heating system, each unit will need an EPC.

9.2 Improving Energy Efficiency

The good news is that for anyone who wants to improve the energy efficiency of their house there is a mass of support and advice available in Oxford. Below are a

few suggestions on how to improve energy efficiency as a Landlord:

- You can get a number of recycling containers to suit your property from Oxford City Council, including green boxes (for newspapers, magazines, office paper and glass), blue boxes or bins (for paper unsuitable for the green box, plastic bottles, cans and card) and garden waste sacks.
- Visit Redbridge Waste Recycling Centre to recycle TVs, computers, batteries, other plastics, hand tools, light bulbs and paint or consult Recycle More to find details of other local Recycling Centres.
- Emmaus Oxford will collect unwanted furniture and donate it to low-income households
- Ensure your old paints, garden tools and scrap materials get another use by giving them to the Orinoco Scrapstore. Orinoco will find them a new home or give them away to community art projects
- Use low energy light bulbs: They can reduce the energy you spend on lighting by 80% and can last up to 12 years. Oxford City Council give low energy bulbs away for free to households on low incomes
- Cavity wall insulation: If your property is built after 1930, you probably have cavity walls. You can easily get these insulated by a professional installer. You could reduce the heating bill by 30% and help keep the house cool in summer
- Internal wall insulation is ideal if you are considering a redecoration, or if you want to insulate one particularly cold area
- External wall insulation is ideal if you want to minimise internal disruption, but may require planning permission in conservation areas
- Make sure your loft insulation is at least 270mm (11') deep. A poorly insulated loft accounts for 25% of

heat lost from your home. A DIY job will cost around £150, and professional installation about £275

- Draught-proof your windows, doors and loft hatch. Brushes and strips are available from all good local DIY and hardware stores. For a £10–£20 outlay you could save 10–15% on your gas bill. Make sure you don't draught-proof your airbricks though, otherwise your gas appliances won't be properly ventilated
- Replacing old single-glazed windows with double (or triple) glazed “low-emissivity” glass could reduce heat loss from your home by 10%. Contact the Fenestration Self-Assessment Scheme (FENSA) for more information and registered installers
- Heating controls: Fitting thermostatic radiator valves (TRVs) to your radiators could help you reduce your central heating bills by up to 17%. TRVs monitor and respond to the temperature in each room, ensuring no rooms are over or under-heated
- Replace your old boiler with an ultra-efficient condensing boiler; it'll be about 20% more efficient. The Energy Saving Trust gives advice on replacement boilers.

You can find more information on energy efficiency within Oxford on the Oxford is My World website

(<http://www.oxfordismyworld.org/>)

or by contacting Oxford City Council's Sustainable Energy Team on 01865 252887.

10 Accreditation

On 26 March 2010 Oxford City Council launched Oxford City Landlord Accreditation Scheme (OCLAS) following consultation with landlords and letting agents across the city. OCLAS is a free scheme for private landlords and letting agents which recognises good quality, well-managed private sector accommodation.

It sets out minimum safety, contractual and service delivery standards that tenants can expect when they rent accommodation. These standards are clear, understandable and readily achievable.

As a benefit for landlords the scheme provides:

- Positive publicity - with certification and logos provided for display
- Information and guidance on access to energy efficiency grants for insulation and heating
- Free advice seminars on housing, legal and other related matters
- Web pages which list accredited Landlords and Letting/Managing Agents, linked to the Oxford City Council web-site
- Where Oxford City Council is involved in the provision of housing in the private rented sector, accredited Landlords or Letting/Managing Agents and their properties will be given priority
- A reduction in fees for HMO licences.

Landlords wishing to become members of the Oxford City Landlord Accreditation Scheme should complete an application form and return it to Oxford City Council, together with the declaration of being a fit and proper person form. In addition, a self certification inspection checklist is required for each property, along with a gas safety certificate, an electrical test

certificate, a domestic energy performance certificate and where appropriate, fire alarm and emergency lighting test certificates.

Landlords are generally accepted on a self-certification basis, however to maintain the credibility of the scheme, a monitoring system is in place. A number of applicants will therefore be contacted for a property inspection.

Upon being accepted as a member of the scheme, the landlord will be awarded a certificate with a membership number. Accreditation lasts for 3 years, during which time the appropriate records and safety certificates of the landlord's properties must be renewed and retained for inspection, to ensure properties continue to meet the requirements of the scheme.

Should you require any advice, please contact the Environmental Development Service on 01865 252887 or email oclas@oxford.gov.uk or check for further details of the scheme on Oxford City Council's website.

11 Houses in Multiple Occupation (HMO)

11.1 Definition of an HMO under the Housing Act 2004

An HMO is a building or part of a building (e.g. a flat):

- In which more than one household shares an amenity (or the building lacks an amenity) such as a bathroom, toilet or cooking facilities or
- Which is a converted building that does not entirely comprise self-contained flats (whether or not there is also a sharing, or lack, of amenities) or;
- Which is comprised entirely of converted self contained flats and where the standard of conversion does not meet the minimum that is required by the 1991 Building Regulations, and more than one third of the flats are occupied under short tenancies.

For a building to be classified as an HMO it must be occupied by more than one household as their only or main residence. This includes occupation:

- By asylum seekers and migrant and seasonal workers
- As a refuge by persons escaping domestic violence
- By students in higher or further education.

A group of people who are not all members of the same family living in the same building will form more than one household where a 'household' is defined as either a single person or members of the same family who are living together.

Certain buildings such as those occupied by a religious community or managed by an educational establishment are exempt from the HMO definition.

11.2 Managing an HMO

The Management of Houses in Multiple Occupation (England) Regulations 2006 places certain duties upon the manager of any HMO. Failure to comply with these regulations is a criminal offence.

11.3 Licensing of HMOs

The Housing Act 2004 introduced the licensing of some categories of HMOs. It is compulsory to licence larger, higher-risk dwellings.

11.3.1 Purpose of licensing HMOs

Licensing is intended to make sure that:

- A landlord of an HMO is a fit and proper person (or employs a manager who is);
- Each HMO is suitable for occupation by the number of people allowed under the licence (overcrowding is eliminated);
- The standard of management of the HMO is adequate;
- Vulnerable tenants are protected.

High-risk HMOs can be identified through licensing and targeted for improvement by the Local Authority under HHSRS.

11.3.2 HMOs subject to Mandatory Licensing

Mandatory Licensing applies to HMOs for which:

- The HMO, or any part of it, consists of three (3) storeys or more, and
- It is occupied by five (5) or more people (including children), and
- Those people form two (2) or more households, and
- They share one (1) or more facility in the house.

If you are the landlord of a licensable HMO you must apply for a licence. If you need clarification of whether or not your property is licensable please contact the HMO Licensing Officer on 01865 252307.

If you fail to apply you make yourself liable to prosecution for operating an unlicensed HMO. If you refuse to manage the property the Council may intervene and take control of the house. Ultimately, the house could be sold to another person.

11.3.3 Applying for a licence

Anyone who owns or manages a licensable HMO (under either the mandatory or additional scheme) must apply for a licence. The Application Form can be downloaded from www.oxford.gov.uk.

The Council must grant the licence if satisfied that:

- The HMO is reasonably suitable for occupation by the number of people allowed under the licence;
- The proposed licence holder is a fit and proper person or the proposed manager, if there is one, is fit and proper for that role;
- The proposed licence holder is the most appropriate person to hold the licence;
- The proposed management arrangements are satisfactory, the person involved in the management of the HMO is

competent and the financial structures for that management are suitable.

In all cases where a landlord has avoided obtaining a licence until impelled to do so by Council action, the duration of the licence term will be reduced by the period the licence was avoided.

11.3.4 Fit and Proper Person Test

In determining whether an applicant (or manager) is a 'Fit and Proper Person' we will take a number of factors into account including whether the person has

- Any unspent convictions relating to violence, sexual offences, drugs and fraud;
- Breached any housing or landlord and tenant law;
- Been found guilty of unlawful discrimination.

Generally, the Council will rely on the person's self-certified declaration of fitness rather than making separate enquiries in each case. However, if the applicant has knowingly provided false information they may face prosecution.

11.3.5 Fee

The Council charges an application fee which has been calculated to cover the administrative costs incurred during the licensing process. The full fee is payable on application and covers the total period for which the licence is granted. There is no recurring, annual fee. Because almost all the costs are incurred at the beginning of the licensing process there is no pro-rata refund if you decide to surrender the licence before it expires.

11.3.6 Licence Conditions

An HMO Licence will be granted with a number of conditions including the total number of occupants. Occasionally the number of households will also be specified although the number of households permitted to occupy the house will usually be the same as the number of occupants.

- There are a number of statutory conditions which appear on every licence. These include:
- A current Gas Safe certificate, renewed annually, for houses that have a gas supply;
- Proof that all furniture and electrical appliances are kept in a safe condition;
- Proof that all smoke alarms and emergency lights are correctly installed and functional;
- That each occupant is given a written statement of the terms on which they occupy the house (for example, a tenancy agreement).

The Council may also apply other Conditions depending upon the circumstances of the house. These may include any of the following:

- Restrictions or prohibitions on the use of parts of the HMO by occupants (for example, when a room is too small for use as a bedroom);
- Actions necessary to deal with the behaviour of occupants or visitors;
- The provision of additional amenities and facilities (for example, another bathroom);
- Requirements to carry out works or repairs within certain time limits;
- A requirement that the licence holder or manager attends an approved training course in relation to any approved code of practice;

- Actions to help the City meet nationally imposed environmental targets.

These Conditions are subject to consultation. If an agreement cannot be reached an imposed condition may be appealed to an independent body.

11.3.7 Management Orders

If an HMO ought to be licensed but, for some reason, the licence has not been granted, the Council must commence the process to take over the management of the property.

An Interim Management Order (IMO) is the first step in that process. It allows the Council to take over the day-to-day management of the house.

An IMO can last for a year during which suitable permanent management arrangements can be made. If the IMO expires and there has been no improvement the Council may then issue a Final Management Order (FMO). This can last up to five years and may conclude with the house being sold to another owner.

11.3.8 Temporary exemption from licensing

If you intend to make changes to the building such that the house ceases to be a licensable HMO you may be exempted from the need to obtain a licence for up to three months. The exemption cannot be renewed unless the Council considers that exceptional circumstances exist. In any event, there may be only one extension. If, when the exemption expires, the house remains licensable you must apply for an HMO licence.

11.3.9 Right of appeal against a Council decision

An appeal may be made to the Residential Property Tribunal if you disagree with the Council's decision to refuse a licence, to grant a licence with conditions, or to revoke or vary a licence. An appeal needs to be made within 28 days of the decision.

Further information about the Tribunal can be obtained from www.rpts.gov.uk. The address of the Tribunal can be found in Appendix D and is also given on the Notice advising you of the Council's decision.

11.3.10 Offences

It is a criminal offence if you or the person in control of an HMO fails to apply for a licence for a licensable property. A fine of up to £20,000 may be imposed.

It is also an offence to allow the property to be occupied by more people than are permitted under the licence. This, or a breach of any licence condition, may result in a fine of up to £5,000.

11.3.11 Section 21 Notices

The procedure to regain possession of a property leased on an Assured Shorthold Tenancy is usually referred to as a 'Section 21 Notice'. This procedure is void if the tenancy relates to part of an unlicensed HMO. An unlicensed landlord cannot evict a tenant this way.

12 Useful Contacts

For general advice and information on private rented housing, the HMO Licensing Scheme and the Landlord Accreditation Scheme you should contact Oxford City Council's Residential Safety Team.

Our address is:

Environmental Development
Oxford City Council
Ramsay House
10 St Ebbe's Street
Oxford
OX1 1PT

Tel: 01865 252887
Fax: 01865 252344
Email: hmos@oxford.gov.uk
Web: www.oxford.gov.uk

Landlords Newsletter and Landlords Forum

To keep you up to date with what we are doing at the City Council and any changes in legislation that may affect you, we produce a bi-annual Landlords' Newsletter. Previous copies of the newsletter can be accessed via our website.

The Landlords Forum is usually in a venue convenient for all areas of the authority. Meetings are well attended and it is an opportunity to meet other landlords and get advice. If you are not able to attend, you can still keep up to date by being on the mailing list and receive a copy of the minutes. If you would like to be on the mailing list, please contact the Residential Safety Team.

Oxford City Council contacts

Switchboard

Tel: 01865 249811

Tenancy Relation Officer

Tel: 01865 252267

Email: tenancyrelations@oxford.gov.uk

Sustainable Energy Team

Tel: 01865 252887

Empty Property Officer

Tel: 01865 252280

Planning

Tel: 01865 252860

Email: planning@oxford.gov.uk

Building Control

Tel: 01865 252896

Email: buildingcontrol@oxford.gov.uk

City Works

Tel: 01865 252900

Email: cityworksadministration@oxford.gov.uk

Housing Needs

Tel: 01865 252858

Email: housingneeds@oxford.gov.uk

Housing Advice

Shelter

Shelter is a charity that can provide advice and information on housing matters.

Tel: 0844 515 2315

Web: www.england.shelter.org

Citizens Advice Bureau

Tel: 0870 22 00 608

Web: www.citizensadvice.org.uk

The Housing Ombudsman Service

The Housing Ombudsman Service deals with disputes about certain landlords/Housing Associations

Housing Ombudsman Service
81 Aldwych
London
WC2B 4HN

Tel: 0300 111 3000
Web: www.ihos.org.uk

VOA

The Valuation Office Agency provides information on fair rent

Web: www.voa.gov.uk

Residential Property Tribunal Service (RPTS)

Eastern Rent Assessment Panel
Residential Property Tribunal Service

Great Eastern House
Tenison Road
Cambridge
CB1 2TR

Tel: 0845 100 2616 or 01223 505112
RPTS general enquiries: 0845 600 3178

Communities and Local Government Publications

PO Box
Wetherby
LS26 7NB

Tel: 0870 1226 236
Fax: 0870 1226 237
Text phone: 0870 1207 405
Email: communities@twoten.com

The Lord Mayor's Deposit Guarantee Scheme

St Aldate's Chambers
St Aldate's
Oxford
OX1 1DS

Telephone: 01865 252028

Mediation Oxfordshire

Mediation Oxfordshire help resolve neighbourhood and other disputes

Mediation Oxfordshire
Regal Community Centre
Ridgefield Road
Oxford
OX4 3BY

Tel: 01865 776789

Safety

Gas

Gas Safe

Tel: 0800 408 5500

Health and Safety Executive -Gas Safety Advice line

Tel: 0800 300 363

Electricity

Southern Electric (emergencies)

Tel: 08000 72 72 82

OFGEM (Regulatory body)

Tel: 08454 04 05 06

NICEIC www.niceic.org.uk

Tel: 0870 013 0458

Water

Thames Water

Tel: 0845 9200 800

Environment Agency

08708 506 506

Fire Safety

Community Fire Safety

Tel: 0800 032 59 99

Oxfordshire Fire and Rescue Service Tel:
01865 842 999

Thames Valley Police

Crime Prevention and Reduction Adviser

Tel: 01865 335173

Nuisance

CANAcT

Tel: 01865 252969

Environmental Development –

Noise Pollution

Tel: 01865 252887

Energy Efficiency

FENSA

FENSA Limited
54 Ayres Street
London
SE1 1EU

Tel: 020 7645 3700

Fax: 020 7407 8307

Email: engiries@fensa.org.uk

Web: www.fensa.org.uk

Energy Saving Trust

Energy saving advice

Tel: 0800 512 012

Web: www.energysavingtrust.org.uk

Orinco Scrapstore

Bullington Community Centre
Peat Moors
Headington
OX3 7HS

Tel: 01865 761 113

Mob: 07960 661 748

Web: www.oxorinoco.org

Emmaus Oxford

171 Oxford Road
Oxford
OX4 2ES

Tel: 01865 763698

Email: furniture@emmausoxford.org

Web: www.emmaus.org.uk

Recycle More

Web: www.recycle-more.co.uk

Appendix A

Tenancies which cannot be assured or shorthold tenancies

The following tenancies cannot be assured or shorthold tenancies:

- a tenancy which began, or which was agreed, before 15 January 1989;
- a tenancy for which the rent is more than £25,000 a year;
- a tenancy which is rent free or for which the rent is £250 or less a year (£1,000 or less in Greater London);
- a business tenancy or tenancy of licensed premises (where alcohol is sold or consumed);
- a tenancy of a property let with more than two acres of agricultural land or a tenancy of an agricultural holding;
- a tenancy granted to a student by an educational body such as a university or college;
- a holiday let;
- a letting by a resident landlord;
- a tenancy where the property is owned by the Crown or a Government Department: however, lettings by the Crown Estates Commissioners, the Duchy of Cornwall or the Duchy of Lancaster may be assured tenancies;
- a tenancy where the landlord is a local authority, a new town, a development corporation, a housing action trust, or a fully mutual housing association.

Tenancies which can be assured but not shorthold tenancies

The following tenancies cannot be shorthold tenancies:

- a tenancy replacing an earlier assured tenancy with the same tenant which has come to an end or a statutory periodic tenancy arising automatically when the fixed term of an assured tenancy ends;
- an assured tenancy which the tenant has succeeded to on the death of the previous regulated (pre-1989) tenant;
- an assured tenancy following a secure tenancy as a result of the transfer of the tenancy from a public sector landlord to a private landlord;
- an assured tenancy arising automatically when a long leasehold tenancy expires.

Appendix B

Summary of changes introduced by the Housing Act 1996

The Housing Act 1996 made the following changes to the Housing Act 1988 from 28 February 1997:

- to set up a shorthold tenancy with a new tenant on or after 28 February 1997, there is no longer a need to serve a Section 20 notice on the tenant before the tenancy starts saying that it will be on shorthold terms. All tenancies are automatically shorthold tenancies unless the procedure is followed for setting up an assured tenancy;
- to set up an assured tenancy with a new tenant on or after 28 February 1997 either a notice must be served on the tenant saying that the tenancy is not a shorthold tenancy or a statement included to that effect in the tenancy agreement. The notice does not have to be given on a special form;
- a shorthold tenancy set up on or after 28 February 1997 no longer has to have an initial fixed term. The tenancy can be on a contractual periodic basis from the outset. However, shorthold tenants retain the right to stay in the property for an initial 6 months;
- tenants with shorthold tenancies starting on or after 28 February 1997 have a right to ask for a written statement of the main details of the tenancy agreement if they have no existing written agreement or statement;
- if you serve notice on or after 28 February 1997 requiring possession of a shorthold tenancy at the end of the fixed term, the notice must be in writing. It does not need to be on a special form.
- tenants with shorthold tenancies starting on or after 28 February 1997 can only refer their rent to a rent assessment committee within 6 months of the beginning of the original tenancy. Tenants with shorthold tenancies which started or

were agreed before 28 February 1997 can still refer to a committee at any time during the initial fixed term of the tenancy which may be for longer than 6 months;

The following changes to the grounds for possession apply from 28 February 1997 to all assured and shorthold tenancies regardless of when they started:

- possession can now be sought under ground 8 if the tenant has at least 2 months' rent arrears (rather than 3 months) if the rent is paid monthly or 8 weeks' rent arrears (rather than 13 weeks) if the rent is paid weekly;
- ground 14 has been strengthened so possession can now be sought where the tenant, or someone living in or visiting the property
 - has caused, or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality;
 - has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or the locality;
 - court proceedings can be started as soon as notice has been served that it is intended to seek possession under ground 14;
 - new ground, ground 17, allows possession to be sought if was granted on the basis of a false statement by the tenant or someone acting at the tenant's instigation.

See Appendix C for full details of the grounds for possession.

Appendix C

Grounds for possession

This appendix provides a summary of the grounds for possessing an assured or shorthold tenancy. During the fixed term of an assured or shorthold tenancy, the landlord can only seek possession if one of grounds 2, 8, 10 to 15 or 17 apply and the terms of the tenancy make provision for it to be ended on any of these grounds. When the fixed term of an assured tenancy ends, possession can be sought on any of the grounds. When the fixed term of a shorthold tenancy ends, the landlord does not have to give any grounds for possession.

Mandatory grounds on which the court must order possession

(A prior notice ground means that the landlord must have notified the tenant in writing before the tenancy started that he or she might seek possession on this.

Prior Notice Grounds:

Ground 1:

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)-

(a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint

landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2:

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and-

(a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the [1925 c. 20.] Law of Property Act 1925;

and

(b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice; and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

Ground 3:

The tenancy is a fixed term tenancy for a term not exceeding eight months and-

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning, of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

Ground 4:

The tenancy is a fixed term tenancy for a term not exceeding twelve months and-

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act.

Ground 5:

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office

and-

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling-house is required for occupation by a minister, of religion as such a residence.

Other, mandatory grounds on which the court must order possession:

Ground 6:

The landlord who is seeking possession or, if that landlord is a registered housing association or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled-

(a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because-

(i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or

(ii) the nature of the intended work is such that no such variation is practicable,

or (iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as "the reduced part") as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or

(iv) the nature of the intended work is such that such a tenancy is not practicable; and

(b) either the landlord seeking possession acquired his interest in the dwelling/ house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth;

and

(c) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the [1977 c. 42.] Rent Act

1977, as amended by Part I of Schedule 4 to this Act or, as the case may be, section 4 of the [1976 c. 80.] Rent (Agriculture) Act 1976, as amended by Part II of that Schedule.

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants, any of them was the tenant or one of the joint tenants under an earlier assured tenancy of the dwelling-house concerned, any reference in paragraph (b) above to the grant of the tenancy is a reference to the grant of that earlier assured tenancy.

For the purposes of this ground "registered housing association" has the same meaning as in the [1985 c. 69.] Housing Associations Act 1985 and "charitable

housing trust” means a housing trust, within the meaning of that Act, which is a charity, within the meaning of the [1960 c. 58.] Charities Act 1960.

Ground 7:

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant’s death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 8:

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing-

- (a) if rent is payable weekly or fortnightly, at least eight weeks’ rent is unpaid;
- (b) if rent is payable monthly, at least two months’ rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter’s rent is more than three months in arrears; and
- (d) if rent is payable yearly, at least three months’ rent is more than three months in arrears; and for the purpose of this ground “rent” means rent lawfully due from the tenant.

Note: this ground was amended by the Housing Act 1996 and applies from

28 February 1997

Discretionary grounds on which the court may order possession:

Ground 9:

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10:

Some rent lawfully due from the tenant

- (a) is unpaid on the date on which the proceedings for possession are begun;
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11:

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

Ground 12:

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13:

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purpose of the ground, “common parts” means any part of a building comprising the dwelling-house and any

other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14:

The tenant or a person residing in or visiting the dwelling-house

(a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality,

or

(b) has been convicted of-

(i) using the dwelling-house or allowing it to be used for immoral or illegal purposes,

(ii) an arrestable offence committed in, or in the locality of, the dwelling-house.

Note: This ground was amended by the Housing Act 1996 and applies from 28 February 1997.

Ground 15:

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16:

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

Ground 17:

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to

grant the tenancy by a false statement made knowingly or recklessly by-

(a) the tenant, or

(b) a person acting at the tenant's instigation.

Note: This is a new ground added by the Housing Act 1996 and applies from 28 February 1996.

Notice periods

Where the landlord wants a tenant to leave a property on any of the grounds in Schedule 2, notice must be served accordingly. The notice must be on a special form, entitled "Notice seeking possession of a property let on an Assured Tenancy or an Assured Agricultural Occupancy" and must be served in accordance with the notice periods specified in the Housing Act 1988.

A tenant is expected to leave the property upon the expiry of any notice served unless they dispute the justification for serving that notice. Where a tenant does not leave at the expiry of the notice, court proceedings must be started immediately if the tenant is still required to leave.

The notice periods for each of the grounds in Schedule 2 of the Housing Act

1988 are as follows:

- for grounds 3, 4, 8, 10, 11, 12, 13, 15 or 17 – at least 2 weeks
- for grounds 1, 2, 5, 6, 7, 9 and 16 – at least 2 months. If the tenancy is on a contractual periodic or statutory periodic basis, the notice period must end on the last day of a tenancy period. The notice period must also be at least as long as the period of the tenancy, so that 3 months' notice must be given if it is a quarterly tenancy.
- for ground 14 from 28 February 1997 – the landlord can start proceedings as soon as he or she has served notice.

Appendix D

Address of the Residential Property Tribunal including the rent assessment panel covering the Oxford City Council area:

Cambridge – Eastern Rent Assessment Panel

Residential Property Tribunal Service
Great Eastern House
Tenison Road
Cambridge CB1 2TR

Telephone: 0845 100 2616
01223 505112

email:
eastern.rap@communities.gsi.gov.uk

This office covers the following unitary authorities:

Bracknell Forest, Luton, Milton Keynes, Peterborough, Reading, Slough, Southend on Sea, Thurrock, West Berkshire, Windsor and Maidenhead and Wokingham.

It also covers the following counties:

Bedfordshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

Corporate Unit:

Residential Property Tribunal Service
10 Alfred Place
London WC1E 7LR

Telephone: 020 7466 7751
020 7446 7752

email:
rptscorporateunit@communities.gsi.gov.uk

Appendix E

Rules on timing of rent increases under the formal procedure in the Housing Act 1988

There are 3 rules on the timing of rent increases under this formal notice procedure:

1. The first rule, which applies in all cases, is that a minimum period of notice must be given before the proposed new rent can take effect. That period is one month for a tenancy which is monthly or for a lesser period, for instance weekly or fortnightly; six months for a yearly tenancy; in all other cases, a period equal to the length of the period of the tenancy – for example, three months in the case of a quarterly tenancy.

2. The second rule applies in most cases. The starting date for the proposed new rent must not be earlier than 52 weeks after the date on which the rent was last increased using this statutory notice procedure or, if the tenancy is new, the date on which it started, unless that would result in an increase date falling one week or more before the anniversary of the date in the notice, in which case the starting date must not be earlier than 53 weeks from the date on which the rent was last increased.

This allows rent increases to take effect on a fixed day each year where the period of a tenancy is less than one month. For example, the rent for a weekly tenancy could be increased on, say, the first Monday in April.

Where the period of a tenancy is monthly, quarterly, six monthly or yearly, rent increases can take effect on a fixed date, for example, 1st April.

The two exceptions to the second requirement, which apply where a statutory tenancy has followed on from an earlier tenancy, are:

where the tenancy was originally for a fixed term (for instance, 6 months) but continues on a periodic basis (for instance, monthly) after the term ends; and

- where the tenancy came into existence on the death of the previous tenant who had a regulated tenancy under the Rent Act 1977
- In these cases the landlord may propose a new rent at once. However, the first and third requirements must still be observed.

3. The third rule, which applies in all cases, is that the proposed new rent must start at the beginning of a period of the tenancy. For instance, if the tenancy is monthly, and started on the 20th of the month, rent will be payable on that day of the month, and a new rent must begin then, not on any other day of the month. If the tenancy is weekly, and started, for instance, on a

Monday, the new rent must begin on a Monday.

Appendix F

Housing Health & Safety Rating Scheme Guidance

1 Damp and mould growth

Caused by dust mites, mould or fungal growths caused by dampness and/or high humidities. It includes threats to mental health and social wellbeing caused by living with damp, damp staining and/or mould growth.

Most vulnerable:
14 years or less

2 Excess cold

From sub-optimal indoor temperatures.



Most vulnerable:
65 years plus

3 Excess heat

Caused by excessively high indoor air temperatures.

Most vulnerable:
65 years plus

4 Asbestos (and MMF)

Caused by exposure to asbestos fibres and manufactured mineral fibres (MMF).



Most vulnerable:
no specific group

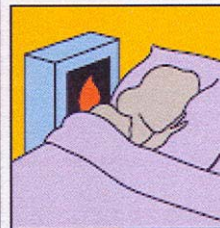
5 Biocides

Threats to health from those chemicals used to treat timber and mould growth in dwellings. Insecticides and rodenticides to control pest infestations (e.g. cockroaches or rats and mice), these are not considered for the purposes of the HHSRS.

Most vulnerable:
no specific group

6 Carbon monoxide and fuel combustion products

Hazards due to excess levels of carbon monoxide, nitrogen dioxide, sulphur dioxide and smoke in the dwelling's atmosphere.



Most vulnerable:
CO, 65 years plus. NO₂, SO₂ and smoke, no specific group

7 Lead

Threats to health from the ingestion of lead.

Most vulnerable:
under 3 years

8 Radiation

This category covers the threats to health from radon gas and its daughters, primarily airborne, but also radon dissolved in water. While rare, leakage from microwave ovens might also be considered. Evidence of health risks from low-level exposure to electro-magnetic fields from phone masts have not, to date, been proven.

Most vulnerable:
all persons aged between 60 and 64 years who have had lifetime exposure to radon

9 Uncombusted fuel gas

The threat of asphyxiation due to fuel gas escaping into the atmosphere within a dwelling.

Most vulnerable:
no specific group

10 Volatile organic compounds

VOCs are a diverse group of organic chemicals which includes formaldehyde, that are gaseous at room temperature, and are found in a wide variety of materials in the home.

Most vulnerable:
no specific group

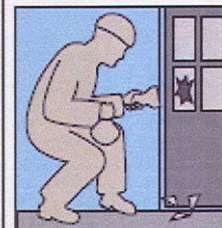
11 Crowding and space

Health hazards linked to a lack of living space for sleeping and normal family/household life.

Most vulnerable:
no specific group

12 Entry by intruders

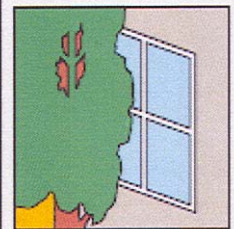
Problems keeping a dwelling secure against unauthorised entry and the maintenance of defensible space.



Most vulnerable:
no specific group

13 Lighting

Threats to physical and mental health linked to inadequate natural and/or artificial light. It includes the psychological effect associated with the view from the dwelling through glazing.



Most vulnerable:
no specific group

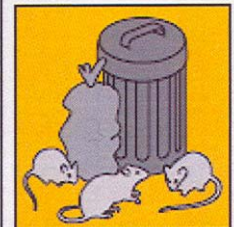
14 Noise

Threats to physical and mental health caused by noise exposure inside the dwelling or within its curtilage.

Most vulnerable:
no specific group

15 Domestic hygiene, pests and refuse

Health hazards due to poor design, layout and construction to the point where the dwelling cannot be readily kept clean and hygienic; access into, and harborage within, the dwelling for pests; and inadequate and unhygienic provision for storing and disposal of household waste.



Most vulnerable:
no specific group

THE EFFECT OF THE DEFECT

Housing Health and Safety Rating System hazards as defined in the 2005 Regulations

16**Food safety**

Threats of infection due to inadequate facilities for the storage, preparation and cooking of food.

Most vulnerable:
no specific group

17**Personal hygiene, sanitation and drainage**

Threats of infection and threats to mental health associated with personal hygiene, including personal washing and clothes washing facilities, sanitation and drainage.

Most vulnerable:
children under 5

18**Water supply**

The quality and adequacy of the water supply for drinking and for domestic purposes such as cooking, washing, cleaning and sanitation. Also threats to health from contamination by bacteria, protozoa, parasites, viruses, and chemical pollutants.

Most vulnerable:
no specific group

19**Falls associated with baths etc**

Falls associated with a bath, shower or similar facility.

Most vulnerable:
60 years plus

20**Falling on level surfaces etc**

Falls on any level surface such as floors, yards and paths. It also includes falls associated with trip steps, thresholds, or ramps, where the change in level is less than 300mm.

Most vulnerable:
60 years plus

21**Falling on stairs etc**

Fall associated with stairs, steps and ramps where the change in level is greater than 300mm. It includes falls on internal stairs or ramps within the dwelling, external steps or ramps within the curtilage of the dwelling, internal common stairs or ramps within the building, access to the dwelling, and to shared facilities or means of escape in case of fire. It also includes falls over guarding (balustrading).



Most vulnerable:
60 years plus

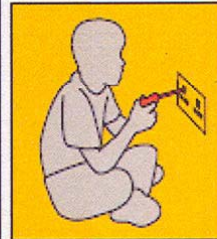
22**Falling between levels**

Falls from one level to another, inside or outside a dwelling, where the difference in levels is more than 300mm. For example, falls out of windows, falls from balconies or landings, falls from accessible roofs, into basement wells, and over garden retaining walls.

Most vulnerable:
under 5 years

23**Electrical hazards**

Hazards from electric shock and electricity burns, including from lightning strikes.



Most vulnerable:
under 5 years

24**Fire**

Threats from uncontrolled fire and associated smoke. It includes injuries from clothing catching alight, which appears to be common when people attempt to put out a fire. It does not include clothing catching alight from a controlled fire by reaching across a gas flame or an open fire used for space heating.

Most vulnerable:
60 years plus

25**Flames, hot surfaces etc**

Burns or injuries caused by contact with a hot flame or fire, and contact with hot objects or hot non-water based liquids, and scalds – injuries caused by contact with hot liquids and vapours. It includes burns caused by clothing catching alight from a controlled fire or flame.

Most vulnerable:
under 5 years

26**Collision and entrapment**

This category includes risks of physical injury from: a) trapping body parts in architectural features, such as trapping limbs or fingers in doors or windows. Most vulnerable under 5 years. b) striking (colliding with) objects such as architectural glazing, windows, doors, lowceilings and walls.



Most vulnerable:
16 years over

27**Explosions**

Threat from the blast of an explosion, from debris generated by the blast, and from the partial or total collapse of a building as the result of an explosion.

Most vulnerable:
no specific group

28**Position and operability of amenities etc**

Threats of physical strain associated with functional space and other features at dwellings.



Most vulnerable:
60 years plus

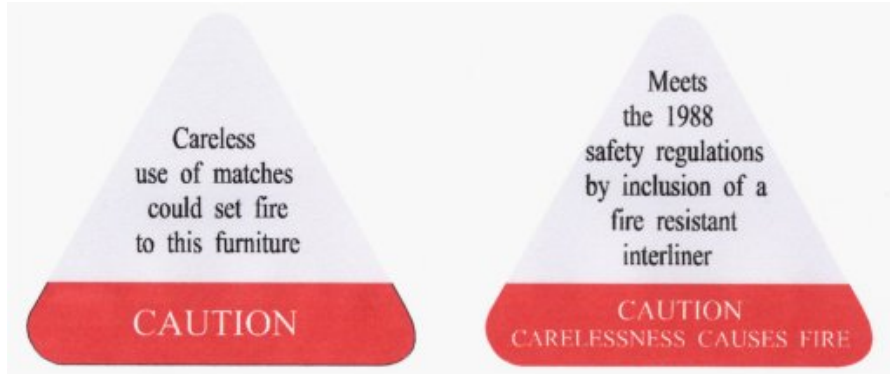
29**Structural collapse and falling elements**

The threat of the dwelling collapsing, or of an element or a part of the fabric being displaced or falling because of inadequate fixing or disrepair, or as a result of adverse weather conditions. Structural failure may occur internally or externally.

Most vulnerable:
no specific group

Appendix G

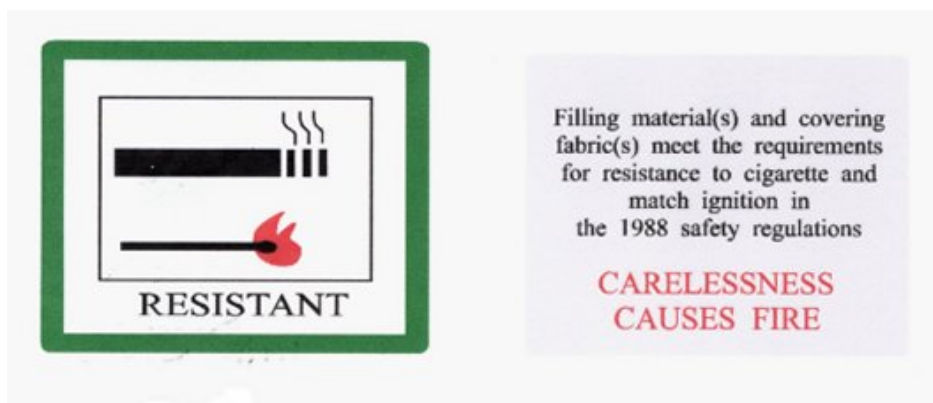
Appropriate to new furniture which meets the filling requirements and is cigarette resistant.



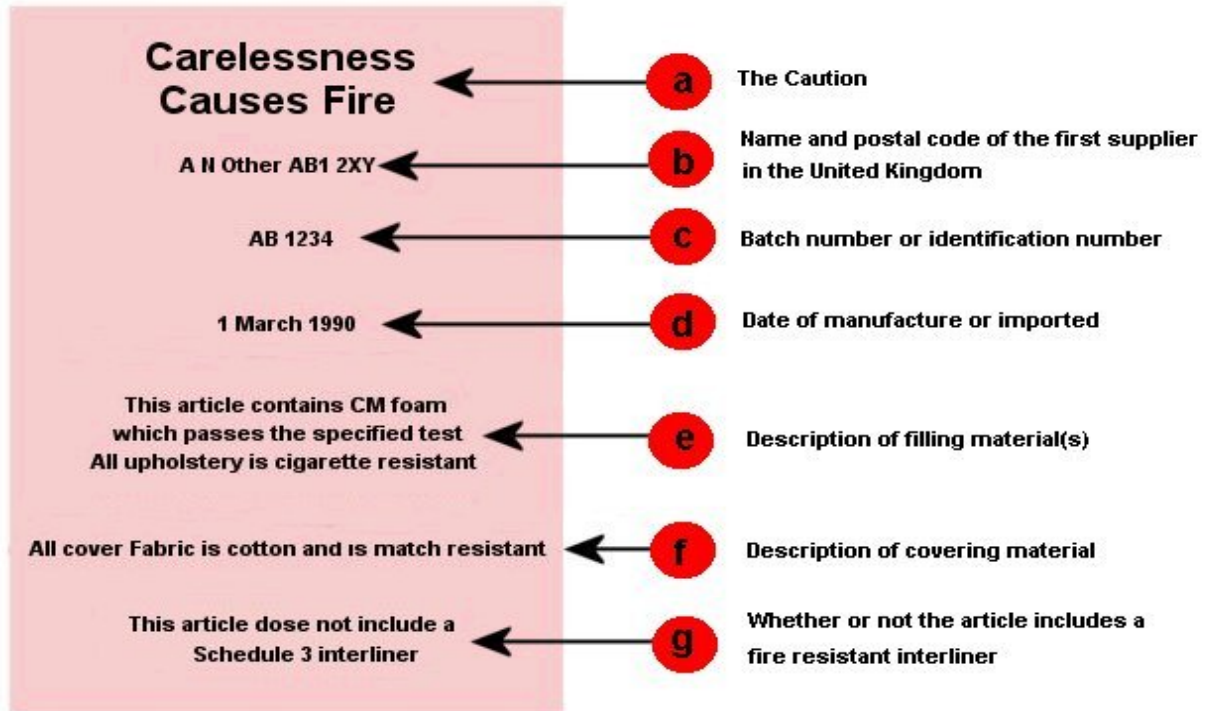
Appropriate to new furniture with a limited range of cover fabrics. The cover fabric is not match resistant, but the furniture has an interliner which passes the specified test. The furniture meets the filling requirements and is cigarette resistant.



Appropriate to new furniture which meets the filling requirements and is both cigarette and match resistant.



Information on a label giving full information



Example of shorter label:

