

SCHEDULE 1 –LICENCE CONDITIONS

1. GENERAL CONDITIONS	
1.1. Display of Licence	The licence holder shall at all times display within the premises in a prominent position which is accessible to all residents: <ul style="list-style-type: none"> • A copy of the licence; • A copy of the licence conditions;
1.2. Insurance Certification	The License Holder shall maintain comprehensive buildings insurance and Property Owner's Liability Insurance. These shall be displayed in a prominent place within the premises where they can be conveniently read by residents.
1.3. Entry for Authorised Persons	The License Holder shall allow access to the premises at any reasonable time for licensing purposes, any officer of Clackmannanshire Council, any officer of Scottish Fire and Rescue Service, and any officer of Police Scotland.
1.4. Production and retention of Documentation and Certification	The Licence Holder shall require to produce on demand to any authorised person any policy, certificate, document, record, certificate of inspection or safety, licence or plan required by or issued in terms of or pursuant to any condition of this licence. The Licence Holder is required to retain records, documents or certificates required in terms of this licence for a period of three years following the date of the expiry of that document or certificate or following the date of the last entry in any record.
1.5. Other permissions	The Licence Holder must ensure that all permissions in relation to the operation and occupation of an HMO have been granted e.g. planning permission, building warrant etc.
1.6. Material Changes	The licence holder shall not make, cause, or permit to be made any material change to the premises, licensed activity or any occupancy agreement without the prior written consent of the Council. The licence holder shall notify the Council immediately of any material change of circumstances affecting the licensed premises or licensed activity or the licence-holder (or any agent appointed by him/her to manage part or all of the licensed activity), including changes of address or details of any criminal convictions incurred by such persons since the granting or renewal of the licence.
1.7 Licence Renewal	Application for renewal of licence should be submitted no later than two months before the expiry of the current one.
1.8 Residents Mail	The Licensee will ensure that residents' mail is available to residents on a daily basis.
2. OCCUPANCY LEVEL	
2.1. Number of persons permitted to Occupy property.	The number of persons permitted to occupy the property shall not exceed ???????? at any time.

2.2. Management of the property.	A manager will be permanently based at the property 24 hours a day. Only a person previously agreed by Clackmannanshire Council may be a manager at the premises.
3. SPACE AND LAYOUT	
3.1	The space standard and the occupancy of each room shall be in accordance with, and shall not be less than the minimum physical standards specified in Annex A.
4. CONDITION OF THE ACCOMMODATION AND AMENITIES	
4.1. Minimum Standards.	Suitable and sufficient facilities must be provided in the property. Annex B details the minimum standards that the accommodation must meet.
4.2. Legal obligations.	The landlord must comply with all relevant legislation affecting private sector residential tenancies, and all legislation relating to other activities carried out at the premises, such as the provision of care or support, or food preparation.
5. SAFETY AND SECURITY	
5.1 Safety Certification	The HMO owner should have a system in place which provides for continuity of safety certification. Further information is provided in Annex B.
5.2 Fire Safety	The Licence holders shall take all reasonable measures to ensure that all fire precautions are maintained in working order.
6. PREVENTION OF UNDUE PUBLIC NUISANCE	
6.1 Prevention of nuisance.	The licence holder must ensure that the condition of the building and behaviour of the tenants does not cause public nuisance. The licence holder shall be responsible for the day-to-day running of the premises and shall ensure as far as reasonably practicable that no disturbance or nuisance arises within or from the premises.
6.2 Compliance with tenancy/occupancy agreement.	The Licensee shall be responsible for the day-to-day running of the premises and for ensuring that residents comply with the terms of their tenancy/occupancy agreement.
6.3 Contact information.	The Licensee must provide tenants and adjoining neighbours with details of how they can contact them, or their agents, in an emergency or with non-urgent complaints.
7. TENANCY MANAGEMENT	
7.1 Occupancy Records	The Licensee shall ensure that adequate and up-to-date records are maintained for all residents. These records shall be made available on request and must include: (a) Each resident's full name. (b) Dates of entry and departure of each resident. (c) Records of rental payments and arrears.

<p>7.2 Tenancy / Occupancy Agreements</p>	<p>The Licensee shall comply with all relevant legislation affecting private sector residential tenancies including the Tenancy Deposit Schemes (Scotland) Regulations 2011.</p> <p>The landlord must provide each tenant with an appropriate tenancy / occupancy agreement, which clearly states in a form they can understand and keep for reference, what is expected of them and what they can expect from the landlord.</p> <p>The agreement must include the key elements in detailed in Annex C.</p>
<p>7.3 Seeking Repossession</p>	<p>The licence holder must ensure that actions to secure repossession must be only by lawful means.</p>
<p>7.4 Resale of Fuel</p>	<p>The licence holder shall comply with the current regulations regarding maximum re-sale prices of gas and electricity supplied, as appropriate.</p>

ANNEX A

SPACE AND PHYSICAL STANDARDS

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

Bedrooms

The minimum width of a bedroom should be 2.25m.

All bedrooms shall meet the following standard:

Where there is a common living room (complying with HMO standards) available:

Single room (1 adult)	6.5 sq. metres
Double room (2 adults)	10.5 sq. metres
Family room (2 adults + children under 10)	10.5 sq. metres + 4.5 sq. metres per child

Where there is no common living room available:

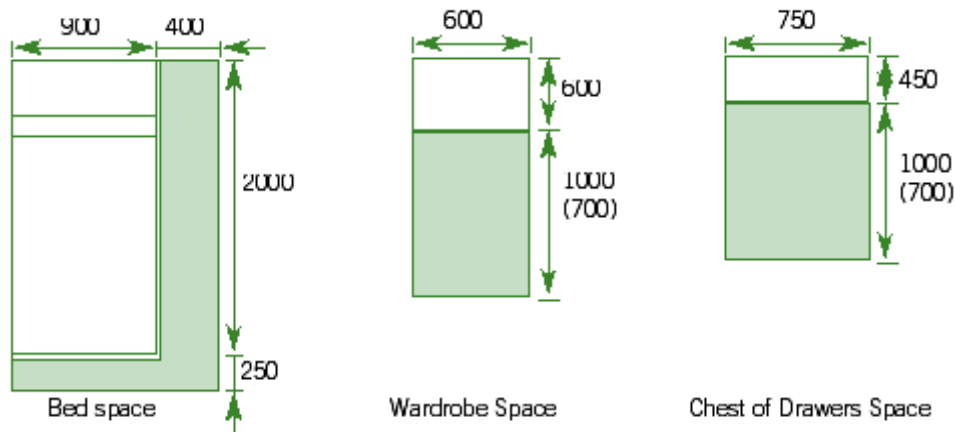
Single room (1 adult)	10 sq. metres
Double room (2 adults)	15 sq. metres
Family room (2 adults + children under 10)	15 sq. metres + 7 sq. metres per child

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

For 3- 6 persons the living room must be at least 11 sq. metres

The property must be in compliance with the furniture and activity spaces defined below:

Activity Spaces for bedrooms



KEY

 Activity Space

 Dimensions in millimetres

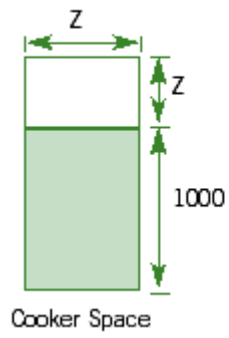
() Reduced dimension when measured to a bed

Note:



1. The shaded area of an activity space may overlap only the shaded area of another activity space.

KITCHENS

Activity Space for Cookers



KEY

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

ANNEX B

AMMENITIES AND SAFETY

General

The licence holder must ensure that the property is maintained in such a condition that it is wind and water tight and substantially free from damp. The licence holder shall keep the structure and exterior of the premises in a good state of repair and shall keep the premises fit for human habitation.

In particular (but not to the exclusion of any other matter):

- All windows must be able to be opened.
- The mechanical ventilation provided must operate adequately.
- All lighting points must be operational. Any defective bulbs should be replaced as soon as is reasonable.

The central heating system, must be capable of maintaining a temperature of 18° Centigrade (in the bedrooms and living rooms) when the outside temperature is minus 1° Centigrade.

The licence holder must ensure that that the risks to occupant's safety and security are minimised as far as reasonable practicable. The accommodation must have secure locks on all access doors and ground floor accessible windows.

Occupants must be capable of egress from the property at all times without the need for a key. So all door locks fitted throughout the property must be capable of being opened from the inside using a thumb turn lever or equivalent.

Adequate facilities shall be provided for the storage and disposal of refuse.

The licence holder shall ensure that the premises are maintained in such a manner and state or repair as to prevent infestation by vermin and shall be responsible for the treatment of any infestation that arises from or within any area of the premises.

Certification and Safety

Gas Safety

The licence holder must be able to demonstrate that all necessary gas checks have been carried out under the relevant legislation and that all appliances are functioning properly and safely. These checks must be performed by a engineer who is registered with Gas Safe and who is qualified to work on the gas appliances that are checked.

The licence holder must ensure that a Carbon Monoxide (CO) alarm installed in each room where a gas appliance is located. The alarm should meet the requirements of BS EN 50291:2001 and will need to be replaced before its recommended expiry date.

The licence Holder must ensure that LPG Gas and LPG appliances are not used or stored on the premises.

All flues must be cleaned on an annual basis.

Electrical Safety

Each kitchen, bedroom and living room should have at least the minimum of 6 electrical sockets. There should be 4 additional sockets elsewhere in the building.

The licence holder shall be responsible for ensuring that a Electrical Installation Condition Report (EICR) is available to show that the fixed electrical installation has been inspected by a suitably qualified electrician and the installation conforms to the current IEE Regulations. A

Minor Works Certificate must be provided to show that all C1 and C2 defects identified on the EICR have been remedied.

The EICR certificate must up to date and must be renewed at least every five years, or earlier as directed by the qualified electrician.

The licence holder shall be responsible for ensuring that a suitably qualified electrician produces a portable electrical appliance test certificate (PAT) to show that all appliances provided in the HMO have been examined and are confirmed as functioning safely.

Emergency Procedures

That the licence holder must have documented procedures in place for dealing with emergencies such as gas leaks, fire etc and that the property can be effectively evacuated.

The licence holder must ensure that advice to occupiers on action to be taken in the event of an emergency is clearly and prominently displayed within the living accommodation.

Kitchen Facilities

Living accommodation must contain appropriate amenities to permit occupiers to prepare, or be provided with, meals in the accommodation as well as snacks at reasonable times. In most cases, this would be achieved by provision of kitchen facilities for resident use but in some accommodation meals may be prepared by staff.

Kitchen facilities provided for resident's use they must have:

- One sink with integral drainer for a maximum of 5 persons. The sink must be provided with an adequate piped supply of hot and cold water.
- A cold water supply to the sink that is a wholesome water supply, direct from the rising main, suitable for drinking and other domestic purposes.
- A minimum of 1 cubic metre of storage for a maximum of 5 people.
- Sufficient drawer space for the storage of cutlery and other cooking utensils.
- impervious work surface space of 2m length for three people, and for any people above that number an additional 60cm should be provided per person. This is an overall allocation which should provide appropriate space for items such as kettles or microwaves which are not specific to an individual.
- 1 reasonable size refrigerator and 1 reasonable size freezer. The freezer need not be sited within the kitchen.
- For every 6 people: 1 cooker with oven, grill and 4 cooking plates or rings.
- Cookers provided with the associated activity space shown in Annexe A and 300mm worktop width available on both sides.

Where all meals are provided to occupants, a facility must be available for making light snacks and hot drinks. This will include access to a wholesome, piped supply of drinking water

Sanitary Facilities

There is required be at all times:

Suitable and sufficient sanitary facilities must be provided for the occupants. For up to five occupants this is:

- One WC for the use of occupants
- One shower/bath for the use of occupants.

Sanitary facilities must be located in such a way that occupiers who have use of them are not required to pass through a bedroom other than their own in order to reach them.

Access doors to sanitary and bathing facilities must be fitted with a suitable locking mechanism to ensure privacy.

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

Bedroom / Living Accommodation

Every room used as a bedroom must contain at least:

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

Minimum room dimensions expected are included in Annex A.

Furniture and activity spaces are also given in Annex A.

It is not acceptable to pass through another bedroom to reach a bathroom, WC or circulation space.

ANNEX C

Tenancy Management Standards for Houses in Multiple Occupation

A sound tenancy or occupancy agreement is an essential base for good management of any rented property, setting out the rights and responsibilities of both the landlord and the tenant.

For an assured or short assured tenancy, the tenant must be provided with a written tenancy agreement. In most other situations, this is also good practice. However, for some tenants, it may be more appropriate to provide the agreement in a different format, or to go through it verbally and leave a copy which a relative or support worker can help the tenant with, if necessary.

The tenancy agreement should also be made available in other languages if appropriate. In most cases the agreement should be provided before the tenant moves in.

For emergency accommodation, it should be provided as soon as is practicable after admission.

The tenancy / occupancy agreements must contain/state:

- The tenancy / occupancy agreement clearly sets out the amount of rent, what it covers, how it is to be paid, how any changes of rent will be notified to the tenant,
- The tenancy / occupancy agreement must set out how the landlord will make arrangements for the deposit which comply with the Tenancy Deposit Schemes (Scotland) Regulations 2011.
- The tenancy / occupancy agreement clearly sets out the respective responsibilities of the landlord and the tenant for cleaning, maintaining and repairing the property, fittings, furnishings, common areas, gardens and environmental areas. This includes timescales for the tenant to report any disrepair, which is the responsibility of the landlord to rectify, and for the landlord to respond.
- The tenancy / occupancy agreement states that the tenant is entitled to receive reasonable notice, for example 24 hours, in writing, of the landlord's intention to enter the property, or areas of the property to which he or his staff do not normally have access, for the purpose of carrying out maintenance, repairs or inspection. (This does not restrict emergency access if necessary. Access for other purposes, such as cleaning, security or to provide care, should be dealt with separately where appropriate.)
- The tenancy/occupancy agreement makes clear that the tenant, and any person visiting the tenant, must not commit any form of harassment, or behave in a way that causes nuisance or distress, to any other person in the HMO or in the locality of the HMO. This extends to any harassment or behaviour that may be construed as anti-social which may interfere with the peace and comfort, or cause offence to, any other tenant of the HMO, any neighbour or members of their families either in their accommodation or within the vicinity of their house. Tenants must also not cause or allow any members of their household, or any person visiting their household to commit any act of violence or form of harassment to the landlord or any member of the landlord's staff.
- The tenancy/occupancy agreement provides 24 hour emergency contact details and gives details of the landlord or agent's name and address.
- The tenancy/occupancy agreement clearly sets out whether the tenant may sublet.
- The tenancy/occupancy agreement states the start and end date of the tenancy

- The tenancy/occupancy agreement includes a statement indicating that pursuit or repossession of a tenant's accommodation will be by lawful court proceedings only.
- The tenancy/occupancy agreement should clearly set out how rubbish is to be disposed of. Tenancy/occupancy agreement should state that the tenant must adhere to the laid down procedures for disposal of rubbish, using appropriate bins, presenting rubbish on the correct days, and subsequently returning bins to the appropriate place. At the end of the tenancy or for students, term time, all rubbish must be disposed of appropriately.
- The tenancy/occupancy agreement confirms that the tenants will not use or allow that accommodation to be used for illegal means.
- The tenancy/occupancy agreement confirms that the tenants will not interfere with equipment or services, in particular those related to general safety or fire safety, such as door closers, and smoke detectors. Tenants must not misuse fire precautions.