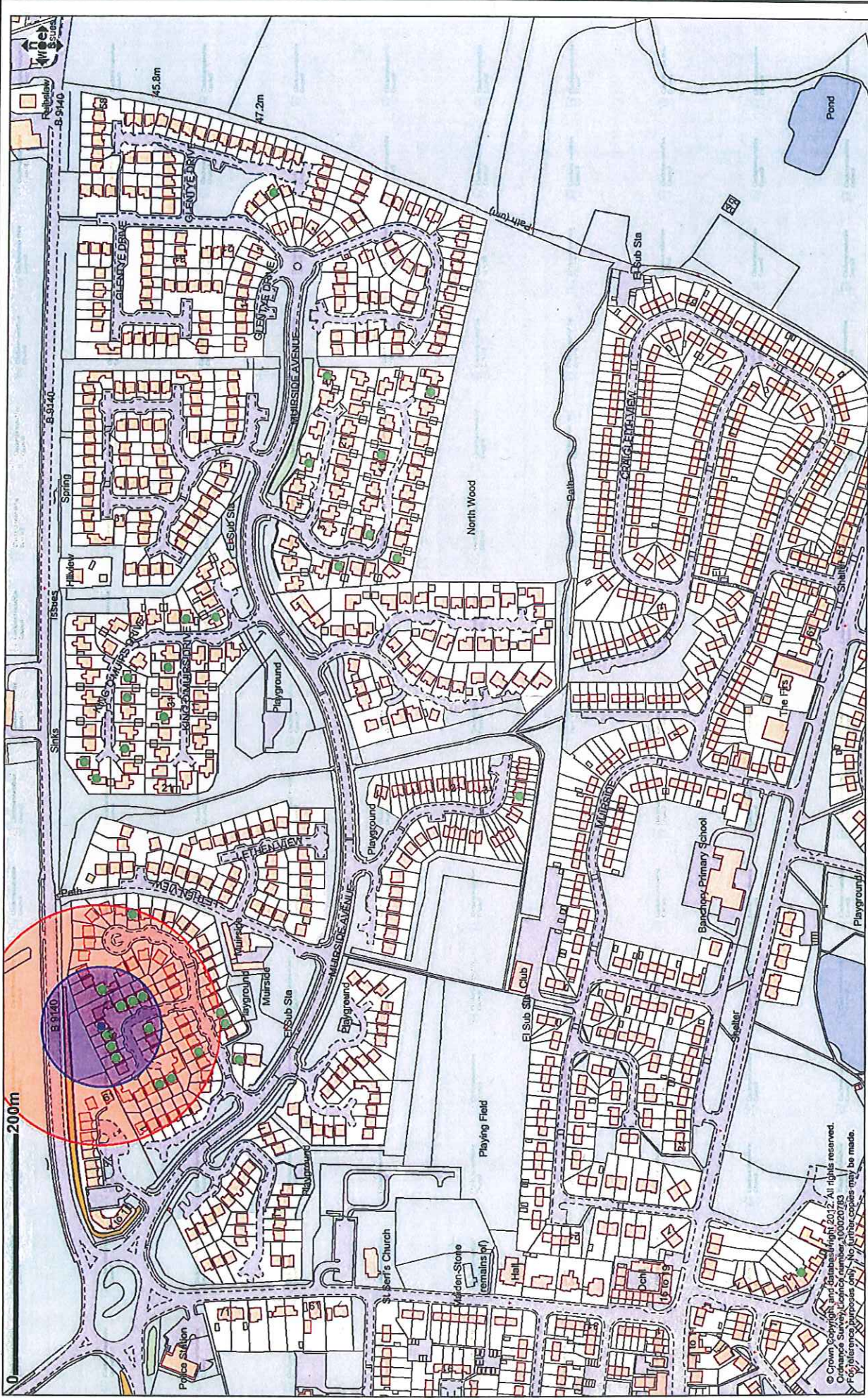
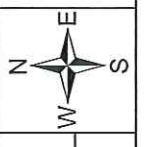


APPENDIX 2



Application For House In Multiple Occupation Licence
 Blue - location of application; Green - senders of letters of representation



Reproduced by permission of Ordnance Survey on behalf of HMSO.
 © Crown copyright and database right 2012. All rights reserved.
 Ordnance Survey Licence number 100020783
 For reference purposes only. No further copies may be made.

Created by: Andrew Young on 03-Aug-12



HOUSING (SCOTLAND) ACT 2006

HOUSE IN MULTIPLE OCCUPATION ("HMO") LICENCE

Licence Holder

Clackmannanshire Council, in terms of the Housing (Scotland) Act 2006 ("The Act") hereby grant a licence subject to the conditions specified in Schedule 1 to:-

Mr Robert Mallet
12A Forester Grove,
Alloa FK10 2HT

The Premises

The premises to which the licence applies are located at:

53 Marshall Way,
Tullibody FK10 2GA

Duration

The licence is granted on the [date] and is valid subject to terms of the Act until and including the [date]

Maximum Permitted Occupancy

The licence is granted for occupancy of the premises by a maximum of **FOUR** people. The number of persons residing in the premises at any one time shall not exceed that number.

Signed:Date:

Andrew Crawford
Environmental Health Team Leader
Clackmannanshire Council
Kilncraigs
Greenside Street
Alloa FK10 1EB

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 Central Scotland Fire and Rescue Service, and any officer of Central Scotland Police.
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 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 Four 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 exceed the physical standards specified in Annex A.
4. CONDITION OF THE ACCOMMODATION	
4.1. General	<p>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.</p> <p>In particular (but not to the exclusion of any other matter):</p> <ul style="list-style-type: none"> • 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.
4.2. Heating	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.
4.3. Detection of Carbon Monoxide	The Licence Holder must ensure that the CO alarm installed in the living room where the gas appliance is located meets the requirements of BS EN 50291:2001. The alarm will need to be replaced before its expiry date (2018).
4.5. Chimneys & Flues	All flues must be cleaned on an annual basis.
5. AMENITIES	
5.1. Minimum Standards.	<p>Suitable and sufficient facilities must be provided in the property.</p> <p>Annex B details the minimum standards that the accommodation must meet.</p>
5.2 Sanitary Facilities, water and drainage	<p>Suitable and sufficient sanitary facilities must be provided for the occupants. This is</p> <ul style="list-style-type: none"> • two WC's for the use of occupants • One shower/bath for the use of occupants.
5.3 Waste Management	Adequate facilities shall be provided for the storage and disposal of refuse.
5.4 Prevention of Vermin	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.
6. SAFETY AND SECURITY	
6.1. Gas Safety	The licence Holder must be able to demonstrate that all necessary gas checks have been carried out under the relevant legislation and performed by a Gas Safe Engineer.
6.2 Use of LPG	The licence Holder must ensure that LPG Gas and LPG appliances are not used or stored on the premises.

6.3 Electrical Safety	<p>The Licence Holder shall be responsible for ensuring that all electrical installations are in accordance with the current IEE Regulations and that electrical appliances provided by the Licensee are maintained in a safe and satisfactory condition.</p> <p>Appropriate certificates must be available to show that the electrical system (PIR) and any appliances provided by the HMO owner (PAT) have been examined by a competent person who has confirmed they are functioning properly and are safe.</p>
6.5 Emergency Procedures	<p>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.</p>
6.6 Security	<p>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 door and ground floor accessible windows.</p>
6.7 Locks	<p>All let rooms must be fitted with a lever latch and secured with a suitable lock and thumb turn mechanism or other appropriate locking mechanism.</p>
7. PREVENTION OF UNDUE PUBLIC NUISANCE	
7.1 Prevention of nuisance.	<p>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.</p>
7.2 Compliance with tenancy/occupancy agreement.	<p>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.</p>
8. TENANCY MANAGEMENT	
8.1 Occupancy Records	<p>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:</p> <ul style="list-style-type: none"> (a) Each resident's full name. (b) Dates of entry and departure of each resident. (c) Records of rental payments and arrears.
8.2 Tenancy / Occupancy Agreements	<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>
8.3 Seeking Repossession	<p>The licence holder must ensure that actions to secure repossession must be only by lawful means.</p>
8.4 Resale of Fuel	<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

TECHNICAL SPECIFICATIONS FOR PHYSICAL STANDARDS

SPACE AND LAYOUT

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

Bedrooms

The minimum width of a bedroom should be 2.25m.

All bedrooms shall meet the following standard:

Single room (1 adult) 6.5 sq. metres

Double room (2 adults) 10.5 sq. metres

Family room

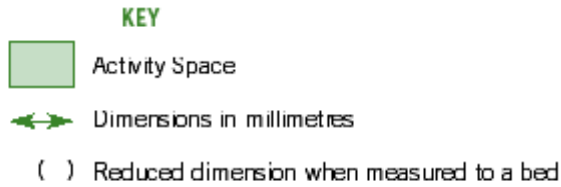
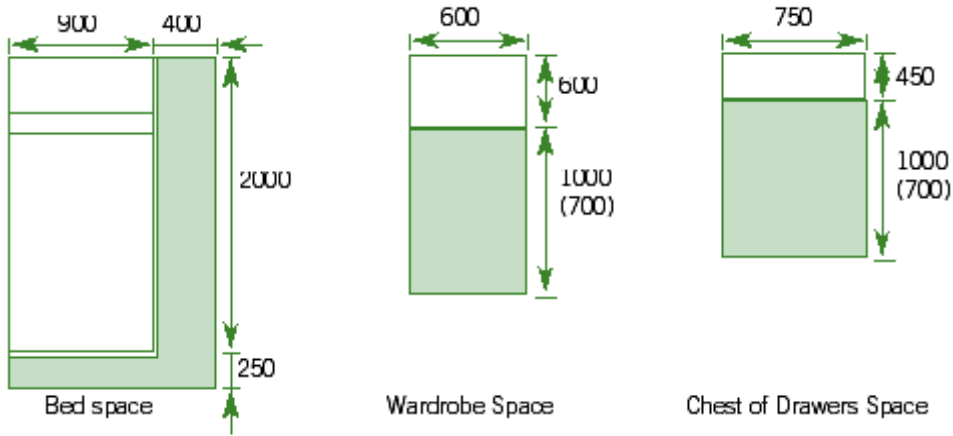
(2 adults + children under 10) 10.5 sq. metres + 4.5 sq. metres per child

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

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

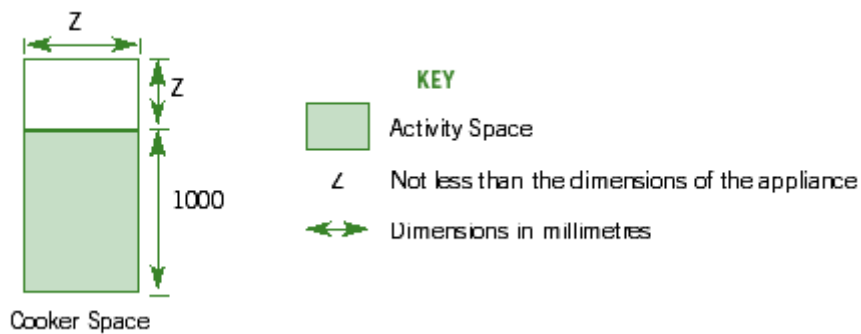


Note:

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

KITCHENS

Activity Space for Cookers



ANNEX B

AMENITY STANDARDS

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 3.2m length. This is an overall allocation that should provide appropriate space for items such as kettles or microwaves that are not specific to an individual.
- 1 reasonable size refrigerator and 1 reasonable size freezer. The freezer need not be sited within the kitchen.
- 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:

- two WC's for a maximum of 5 persons
- One bath or shower for a maximum of 5 persons.

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.

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 occupants of the property must be made aware of these procedures by either displaying notices in a prominent place or ensuring that the information is given to the individual.

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, arrangements for return of rent deposits and how any deductions from the deposit will be agreed.
- 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.

Clackmannan Council
 FAO Mr Doctor
 Environmental Health & Community
 Safety
 Regulatory Services
 Kilncraigs
 Greenside Street
 ALLOA
 FK10 1EB

12a Forrester Grove
 ALLOA
 FK10 2HT
 11th July 2012

Copy to Mr Andrew Young
 Copy to Mr Andrew Crawford

Dear Mr Doctor

Housing Scotland Act 2006
Application for House of Multiple Occupancy Licence
Property: 53 Marshall Way, Tullibody

Due to the number of objections from residents within Marshall Way and surrounding area, I thought it would be beneficial to respond to each one in an effort to allay the fears of those who have objected to my application. However, having read all of the objections there appears to be a similarity in topics therefore I have categorised them and responded to each category in the hope that it will reduce and negate the concerns of the householders.

As you are possibly aware, it is my intention to 'manage' any situation that could potentially arise and hopefully this will reassure the residents that it is not and never has been my intention to cause them distress.

In my defence, I would like to highlight that there are other Houses of Multiple Occupancy (HMO) within the local area and I'm sure when they started up that the residents were also concerned. However having carried out due diligence research on the subject of HMO and speaking directly to 'owners' and 'residents', I have been reassured that this type of accommodation not only provides a much needed service within the community but is actually helping those who have fallen on hard times (via redundancy etc) and need some help to get back to the place they once were in.

Category	Comments
Sex Offenders	I have spoken to Clackmannan Council (Mr Jim Richardson), who has assured me that under no circumstance do sex offenders get allocated to an HMO property
Potential threat to safety and security	It is a condition of the HMO Licence that there will be 24 hour supervision and this is and has always been my intention to run a proper controlled and 'managed' facility. Competent staff will be on duty / in residence 24 hours per day to ensure that no drink or drugs will be consumed within the premises, garden and surrounding area of the property.

	<p>Cont'd</p> <p>If a tenant does arrive home under the influence of drink or drugs, that person will be invited in to the house while a phone call is made to the Homeless Housing Department at Limetree House when a request for alternative accommodation will be made.</p>
Safety of children	<p>As stated earlier, I have assurance from Clackmannan Council that no sex offenders will be allocated to HMO Licenced premises. Also following amendments to the regulations for HMO premises it is no longer the policy that residents are asked to leave the premises during certain hours.</p> <p>There will be sufficient leisure rooms within the premises i.e. lounge, conservatory and private garden to accommodate the intended 4 tenants. There will also be additional activities available i.e. TV, DVD's, books, jigsaw puzzles etc for entertainment.</p> <p>Hopefully this will reassure the concerned residents that there will be no necessity for tenants to either 'hang around' outside the shop or the playpark area (which is apparently already causing concern to the residents).</p>
Sub Division of House	<p>There will be no subdivision of the property in to individual flats. The property will remain as a 4 bedroom house which when built, was designed to take 5 people i.e. 2 parents sharing a room and 3 children. Going forward, there will be no more than 4 tenants and 1 manager sharing the house</p>
Title Deeds	<p>The questions surrounding title deeds, have already been addressed by Keith Brown (MSP) to individual residents.</p> <p>Also, they have been checked by Clackmannan Council Legal Department and Scottish Parliament Legal Department in Holyrood, Edinburgh.</p> <p>Response has been that there is no problem with the Title Deeds.</p>
Parking and existing road infrastructure	<p>Although Mr Cullen from Clackamannan Council's Road and Transport Department confirmed that he would not recommend the granting of a licence – this was in respect of a Planning Application. This Planning Application has now been withdrawn and a new application form for an HMO Licence was applied for.</p> <p>I would like to confirm that the driveway (parking area) at 53 Marshall Way has already been modified to enable 3 cars to be parked rather than two that the others houses have.</p>

	<p>Cont'd</p> <p>Also, during the Due Diligence Process that was carried out by speaking to other HMO managers and residents, it became apparent that it will be highly unlikely that those using the premises will own or have the use of a car.</p> <p>Therefore in my opinion I don't see parking as being a particular problem either in the driveway of 53 Marshall Way or in the Street. I will also personally monitor the situation to ensure that it does not cause a problem or concern for the neighbours.</p>
Increased Traffic	Comments above should address the perceived problem of increased traffic.
Applicant not a fit and proper person to hold such a licence	<p>I personally am of a mature age and do not indulge in an excess of drink. I also personally abhor drugs and will not condone the taking or abuse of either of these subjects either in this house, garden or the surrounding area.</p> <p>Hopefully the residents will agree that I will be able to control any potential misuse of either subject and will report any misdemeanour to the Council or the Police.</p>
HMO tenants would be responsible for the lowering of standards within the estate culminating in the dereliction of the area	The Clackmannan Council department concerned for allocation of tenants will take in to consideration the locale and the residential area and will do their utmost to allocate tenants who will 'fit in' to this environment without causing any problem to local residents.
Shoplifting and burglary	<p>Due to the fact that tenants will not be asked to vacate the premises during certain hours, this hopefully will negate the concern of local residents regarding shoplifting or burglary.</p> <p>If any incident is brought to my attention I will contact the Homeless Housing Department when a request for alternative accommodation will be made.</p>
Local Play area	<p>Several local residents confirm within their objections, that the local play area already has problems with groups of young people (quote – undesirables), using it as a drinking den and vandalising the play equipment.</p> <p>Due to the fact that the tenants will not be asked to vacate the premises during certain hours and that there is sufficient activities to entertain them within the premises this should reduce the necessity or desire to hang around the childrens play area.</p>

<p>Safety and compliance of regulations within the premises</p>	<ul style="list-style-type: none"> • Tenancy / occupancy agreement will be properly completed and supplied to Clackmannan Council as soon as a determination has been made re the application for Multiple Occupation Licence. • A Tenants information pack has been submitted to Clackmannan Council including Risk Assessment, Due Diligence, Directional Information and Contact Numbers for Post Office, Police etc. • Fitment of carbon monoxide alarm to BS EN 50291:2001 has been installed and checked by Clackmannan Chief Fire Officer. • Gas check completed by COAS Safety registered engineer has been carried out and copy of certificate submitted to Council • PAT testing of all electrical goods has been carried out. • A copy of household policy on electrical appliances brought in by clients is held within the tenants information pack. • Catering arrangements policy submitted to Council and is held within the tenants information pack • Clients will have access to their bedroom, living room, conservatory and garden during the day. • Required bedroom furniture and space complies with local authority requirements. • Locks have been fitted to bathroom and bedroom doors • Staff cover will be put in place as soon as a determination has been made re the application for Multiple Occupation Licence. Employees will all have undergone an Enhanced Disclosure Scotland check • The property, windows and lighting all conform to the standard anticipated by Clackmannan Council • Confirmation that contact has been made with the Clackmannan Council Homeless Co-ordinator. As soon as decision has been made on the application for Multiple Occupation has been decided, further contact will be made with a view to discussing suitable tenants for this property • Schedule 4 of the above act. I confirm that all fire safety work has been carried out and confirmation sent to Clackmannan Council, the Police Chief Constable and the Chief Fire Officer
<p>Anti Social Behaviour</p>	<p>Following the change to HMO policy, it is no longer mandatory that residents are asked to vacate the premises during certain hours.</p> <p>I have ensured that there will be sufficient leisure room and leisure activities within the premises i.e. lounge, conservatory and private garden to accommodate the intended 4 tenants.</p>

	<p>Cont'd</p> <p>Hopefully this will reassure the concerned residents that there will be no necessity for tenants to either 'hang around' outside the shop or the play park area (which is apparently already causing concern to the residents). Thereby reducing the potential for anti social behaviour.</p>
--	--

I hope that my comments addressing the concerns and objections of the neighbours will help to allay their fears and hopefully acknowledge the fact that it is my intention to run a good and proper service to the community.

I wish to take this opportunity to thank you for your help and guidance regarding this matter and hopefully my response to the categorised objections will negate the concerns that the local residents may have.

Yours faithfully



Robert Mallet

