



## COMHAIRLE NAN EILEAN SIAR

### TENANCY MANAGEMENT STANDARDS FOR HOUSES IN MULTIPLE OCCUPATION

#### **Section 1 Introduction**

This document is part of the Comhairle's standards for Houses in Multiple Occupation. It should only be read in conjunction with the other parts of those standards and any conditions that apply to any licence allowing the operation of a House in Multiple Occupation.

This document sets out the minimum standards that are required to be met in relation to the Tenancy Management of an HMO.

Section 2 of this document identifies a number of basic conditions that must be met by all licence-holders and which shall be taken account of in evaluating any application for a licence. These are identified as "Basic Rights and Responsibilities".

Section 3 of the document specifies those individual items that must be included in all Occupancy or Tenancy Agreements.

#### **Section 2 Basic Rights and Responsibilities**

A Tenancy/Occupancy Agreement shall be issued to all and every tenant of an HMO.

No Tenant will be evicted or required to leave without due legal process.

The respective responsibilities of both Landlords and Tenants shall be clearly defined and any occupancy agreement shall include a contract that identifies how each shall be afforded his/her rights and meet his/her respective responsibilities.

Tenants shall be afforded the opportunity to have peaceful occupation of their homes, free from any harassment.

Tenants shall be expected to live in a manner that takes account of others who share the HMO.

Information, advice and support will be offered to Landlords who are trying to improve the quality of their accommodation and level of service to tenants.

The Comhairle wishes to identify HMO Operators who are not achieving the minimum acceptable standard of accommodation or level of service to tenants and assist them to improve their standards wherever possible.

The Comhairle having regard to its enforcement policy will take action where required against landlords who consistently breach the guidance identified above or who fail to achieve the minimum standards required of them in terms of this guidance.

### **Section 3. The Tenancy/Occupancy Agreement**

All Tenancy/Occupancy Agreements should include the following items as a minimum. Agreements must be approved by Comhairle nan Eilean Siar. Once approved, the agreement must not be altered without the prior written agreement of the Comhairle.

#### **3.1 Record Keeping**

**Records maintained by a landlord shall include all the following, and any occupancy agreement or tenancy agreement shall include those items marked by an asterisk:**

- The residents name\*
- The Landlords name\*
- The address of the accommodation the tenant is to occupy\*
- The address of the landlord (business or private address)\*
- The date of first occupation\*
- The date the tenancy begins\*
- The date the property becomes vacant
- The date the tenancy will be concluded (If it's a fixed term lease)\*
- The date of any review of the tenancy agreement or lease\*
- The date the tenancy actually ended

#### **3.2 Rent**

**A Tenancy/Occupancy Agreement shall include the following:**

- The full amount of rent payable
- The frequency at which rent must be paid
- A list of all charges included in the rent payment including fuel charges, council tax charges etc.
- A rent book shall be issued to all tenants or for individual receipts to be issued for rent payments
- The date or frequency of rent reviews
- Any rent deposit being charged shall be clearly identified and recorded.
- Where a rent deposit has been charged, a record of what the deposit is charged for should be noted and a precise definition of those circumstances under which a rent deposit may be retained in whole or part.
- An agreement that the deposit or part thereof which is due will be returned within 14 days of the end of the tenancy agreement.

#### **3.3 Safety**

**A Tenancy/Occupancy Agreement shall make provision for:**

- The Landlord's responsibilities for health and safety.
- The frequency and dates of safety and maintenance inspections shall be recorded.

- Copies of inspection reports to be made available to tenants where requested.
- Tenants to give full access to and co-operation to persons undertaking safety and maintenance inspections or works (including, authorised persons appointed by the Comhairle, Northern Constabulary and Highland and Islands Fire Brigade).
- Landlords shall give at least 7 days notice when access is required to a tenants' private space.
- The position of the fixed-point telephone will be noted. This will be kept in full working order to allow tenants to contact emergency services if necessary.
- All let rooms will be maintained in a lockable condition.

### **3.4 Furnishings**

#### **Any Tenancy/Occupancy Agreement must include:**

- Where furniture and appliances are provided, an inventory of these and their condition at the time of occupation.
- An undertaking that all furniture, furnishing and appliances comply with the relevant safety legislation.
- Any damages identified at the time of occupation shall be recorded.
- An agreement that normal wear and tear of furniture, furnishings and appliances shall be the responsibility of the landlord and shall not be made the subject of any claim on a rent deposit.
- An agreement that wear and tear caused by misuse or malicious damage will be the responsibility of the tenant.

### **3.5 Complaints**

#### **Any Tenancy/Occupancy Agreement must include:**

- A provision that the landlord establishes a complaints procedure and must notify tenants how it operates.
- A provision that the landlord shall keep a confidential record of all complaints made and that this record is made available to the Comhairle on request
- A provision that the landlord investigates fairly all complaints received.
- A provision that the landlord will advise any tenant where a complaint has been made against them and of any action being taken or proposed, without prejudice to any legal proceedings which may be instigated.

### **3.6 Repairs and Maintenance**

#### **Any Tenancy/Occupancy Agreement must:**

- Clearly define the respective responsibilities for repairs and maintenance.
- Require the landlord to maintain the property, inside and outside, in a good state of repair
- Require that the HMO shall never drop below the tolerable standard for human habitation.

- Require the landlord to ensure all property and equipment inspections are arranged as required and that any remedial action identified by current safety legislation is undertaken by the landlord.
- Require tenants to take reasonable care of all property.
- Require Landlords to have in place a system for reporting defects that is also accessible to tenants.
- Specify the time taken within which the landlord must respond to reported defects.
- Include a provision that tenants must agree to report all defects as soon as practicable within the agreed reporting procedures, and take appropriate action in emergency situations to attempt to stop any further damage from occurring.
- A requirement that the landlord must keep a written record of any action taken by him/her following a malicious or destructive act by a tenant.

### **3.6 Landlord Responsibilities**

#### **A Tenancy/Occupancy Agreement shall include a provision:**

- That a Landlord who accesses a tenant's room for any reason without the tenants consent will be accompanied by a witness and will record the reason, action and outcome of the entry.
- That where mail has been delivered, landlords shall make it available to tenants on a daily basis and that mail shall be handed over in private and unopened.
- That the landlord must ensure arrangements have been made for the safe storage and disposal of all refuse from the premises.
- That the landlord must adequately ensure that the HMO is adequately insured for the purpose for which it is being used.
- That the landlord shall provide a translation of the tenancy agreement into other languages will be made available where required.
- That the landlord must identify any rights of succession to the tenancy.
- Landlords shall make it clear in the tenancy agreement about a tenants right to sub let or part let the property.

### **3.7 Tenant Responsibilities**

#### **A Tenancy/Occupancy Agreement shall include a provision that:**

- Tenants who wish to have their own belongings insured should make such arrangements themselves.
- Tenants shall occupy the accommodation identified in the tenancy agreement and shall advise the landlord of any absence that may last longer than seven days.
- Tenants shall advise the landlord if there is any material change to their use of the property.
- Tenants shall not use the property for any illegal purpose.
- Tenants will not keep any animal on the premises without the prior agreement of the Landlord.
- Tenants must not use the property for businesses purposes without the prior agreement of the Landlord.

- Tenants will take responsibility for the behaviour of themselves, their family and visitors to the HMO so as not to cause nuisance or annoyance to other tenants or neighbours.
- Tenants will take responsibility for the behaviour of themselves, their family and visitors to the HMO to ensure that no form of harassment or discrimination takes place to the detriment of other tenants or neighbours.