

## Information about your licence



### Permitted number

The licence specifies a permitted number of persons and households that may occupy the HMO. It is important that this level of occupation is not exceeded, as this will constitute a breach of conditions. Although some larger bedrooms may be suitable for two persons they can only be used by persons of the same household (related or partners). If bedrooms are used in this way you should be careful not to exceed the overall permitted number.

It is recommended that as part of the regular management checks of the property you ensure that tenants have not caused the permitted number to be exceeded as this would mean that you would be committing an offence if this occupation is allowed to continue.



### Fit and proper person test

Once you have been issued with a 'fit and proper person' number this can be used for other licensable HMOs you manage.

Your 'fit and proper person' status lasts for 5 years. However, if you apply for other licences you will be asked to sign a declaration to confirm that you have not committed any offences etc. in the meantime.

If at a future date, you or an associate involved in the management of the HMO (see below) have committed any offences or other matter you will need to declare this. In this circumstance, please contact this office as it will be necessary to reconsider your 'fit and proper person' status. If Bristol City Council decide you are no longer a 'fit and proper person' this status will be removed, and you will be informed how you can challenge this decision.

Please note that it is a condition that any person who holds keys for the property needs to be a 'fit and proper person'.

If you are a landlord and your application included details of a manager or managing agents they will also have to have met the 'fit and proper person' test. If you do not have a manager and decide to appoint one, or decide to change your manager, they will need to submit for a 'fit and proper person' test if they did not have a current reference number, please contact this office.

If you are a managing agent you will need to ensure that all employees that are involved in making decisions and arrangements in respect of this property, including tenant contracts, have a 'fit and proper person' test reference number and have signed the code of good management practice.



### Public register

Please be aware that your name and address has to be made available on a public register together with details of any manager and information about the licence such as

permitted number. Whilst full details are not published these would be available to anyone on request.



### **Planning use**

The granting of a licence does not mean that the Council has accepted that the authorised use of the accommodation is as an HMO, this should be discussed with Planning.



### **Duration of licence**

The licence normally lasts for 5 years, although this may be reduced where the Council considers it appropriate. If you sell the property it cannot be transferred to the new owner, a new application will be necessary.

Licences can be revoked on application if you reduce the occupation of or sell the property. The Council may decide to revoke the licence if they no longer consider you to be a fit and proper person; you would have the right to make representations against this action and may appeal to the Residential Property Tribunal.



### **Variation of the licence**

Should you decide to alter the layout, change the occupation or change the management arrangements of the HMO you must notify the Council to ensure that the standards are met and for the licence to be varied to reflect the new circumstances. A licence cannot be varied if there is to be a change of licence holder, a new application would be needed.



### **Conditions**

The licence contains both mandatory conditions and other conditions that the Council has imposed, please read these carefully as failure to comply with conditions carries a maximum fine of £5000.

Amongst the mandatory conditions is the need to provide gas safety certificates on an annual basis to the Council.

If you have been required to carry out works these must be done within the time periods specified in the schedule.



### **Fire Precautions and the Regulatory Reform (Fire Safety) Order 2005**

This Order is enforced by Avon Fire and Rescue and applies to properties with common parts; however, it does not apply to shared houses let on a joint tenancy and therefore to many licensable HMOs, this is because the occupants have exclusive use of the whole house.

Please note that if the Order does apply there are additional requirements; for example, the appointment of a 'responsible person', provision of a written risk assessment and having in place a suitable system of maintenance. Further information can be found at <http://www.avonfire.gov.uk/> (Avon Fire and Rescue)



### **Inspections**

The HMO will be subject to at least one inspection within the term of the licence.

At this inspection any hazards that exist at the property will be subject to a risk assessment and you may be required to carry out remedial work. The property will also be assessed to see if you are complying with the licence conditions including the Code of Good Management Practice, this can be found at the end of this document.

You should make arrangements to have gas appliances and your fire detection system serviced and a report on the electrical installation carried out every five years with any code 1&2 defects being made good. All certificates should be produced at the inspection.



## **West of England Good Management Code of Practice**

### **Conduct**

The landlord agrees to conduct business with regard to the property and the tenancy in a courteous, reasonable and equitable manner and to answer promptly queries and issues raised by the tenant.

### **Inventories**

The landlord agrees to ensure that an inventory is signed by both parties at the beginning of the tenancy (or as soon as practicable afterwards) and to give the tenant the opportunity both to carry out a joint inventory inspection at the outset and to discuss the inventory at the end of the tenancy.

### **Deposits**

The landlord agrees to withhold any deposit only for the purpose for which it was levied, to return deposits as soon as possible after the end of a tenancy (in any event within 4 weeks) and to provide written details and receipts for any deductions which may be made. The landlord agrees to hold deposits in accordance with an authorised Tenancy Deposit Scheme.

### **Repairs and maintenance**

The landlord agrees to carry out repairs within a time period appropriate to the severity of the problem, keeping as far as is practicable to the guide timescales given below\*. The landlord agrees to uphold as far as practicable all undertakings given on work to be completed prior to the tenant moving in, to consult the tenant when planning other major maintenance work during the tenancy and to give reasonable notice (except in emergencies) and details of any work, servicing or testing to be carried out. The landlord agrees to set up effective monitoring arrangements to check the condition of the building and installations.

### **Landlord's access to property and other statutory requirements**

The landlord agrees to comply with all statutory obligations under housing and landlord & tenant legislation, associated regulations, Codes of Practice and British Standards including the legal requirement to gain access to the property (for inspection, repairs, monitoring or other reasons) only by prior arrangement with the tenant and having given 24 hours notice (except in emergencies).

## **Neighbours**

The landlord agrees to take reasonable steps to minimise any nuisance, alarm, harassment or distress that may be caused to neighbours by the way the property is used. The landlord agrees to offer occupiers of the immediately neighbouring properties a contact telephone number, address or e-mail address to report any problems, to ensure that "To Let" or "Let" boards are not left up as long-term advertising features, to keep the external appearance of the property in a reasonable condition and to make reasonable arrangements for the storage and disposal of refuse.

### **\*Guide to repair timescales once a fault has been reported**

Emergency repairs - **24 hours** (Affecting health or safety e.g. major electrical fault, blocked WC).

Urgent repairs - **5 working days** (Affecting material comfort e.g. hot water, heating or fridge failure, serious roof leak).

Other non-urgent repairs - **20 working days**