

HMO licence application – further guidance

This guidance is in addition to guidance contained in the application form and corresponds to the section numbers on the form.

Sections 1 and 2 – application details

A House in Multiple Occupation (HMO) is defined in the Housing Act 2004; basically it is a house or flat occupied by three or more unrelated people who share facilities. An HMO is subject to mandatory licensing if it is of three storeys or more, is occupied by five or more persons, and is occupied by persons living in 2 or more households.

A household usually means related family members, for the purposes of the Housing Act 2004 this includes husband, wife, co-habiting couple, child, step/foster-child, parent, step/foster-parent, grandparent, brother, half-brother, sister, half-sister, aunt, uncle, nephew, cousin, carer, and domestic staff.

An individual living as part of an unrelated group is one household and a group of five unrelated individuals living in a group would be five households (five unrelated students living together as a group is considered to be five households). An individual living on their own would also be considered to be one household.

More information on what is an HMO can be found at www.privatehousinginformation.co.uk, or by contacting your local authority using the contact details on the front of the application form.

The applicant in most cases will be the proposed licence holder. However, other persons may be the applicant; they will have to sign the application form and declare that all the information is correct.

Sections 3 and 4 – proposed licence holder

The proposed licence holder will normally be the landlord (owner) unless there is evidence that they are not the most suitable person to hold the licence. If the landlord lives outside the jurisdiction of the British courts an alternative licence holder must be found.

The licence holder will often also be the manager, this would not be the case where the licence holder lives a considerable distance from the property so as not to be able to effectively manage it. The licence holder may also wish to appoint a manager to take on management functions, whilst retaining control of the HMO.

Where two or more individuals are the joint landlords all of those persons should be joint licence holders (each would be jointly and severally liable) unless those persons have agreed that only one (or more of them) should hold the licence.

Where the landlord is a company, a limited liability partnership, or a board of trustees, the licence should be granted to it. An employee, director or officer of these legal entities should not normally be the licence holder as it is the entity that is liable. In the case of an unincorporated business (operating under a trading name) it will be the individual owners of the business who should jointly hold the licence, unless the local authority agrees that one or more of the owners will do so.

If the local authority is of the opinion that the proposed licence holder or manager is not suitable for that role they may agree another person to hold the licence or be the manager if that other person agrees.

Section 7 – details of the HMO

A basement is any storey that is partly or wholly below street level. The ground level is usually the main entrance at street level. The first floor is the first floor above ground level and so on.

A basement counts as a storey if it is used as part of the HMO; this includes storage or if it is used as the main entrance. If a basement has been constructed, converted or adapted for use as living accommodation it counts as a storey even though it might not be occupied. If the basement only contains service meters it will not count as a storey as long as it is not also used for storage and is kept locked.

A basement used wholly for business purposes is not counted as a storey, but any other business storeys are counted.

A mezzanine is a floor located between the main floors of a building; it may be used as a bedroom, bathroom, toilet or other. It will be counted as a storey if it means that one or more floor levels in the building are over 4.5m above the adjacent ground level.

Other partial floors may also count as a storey. For example, in some cases a small additional flight of steps can be found at the head of the main stairway to a further room, usually a bedroom or a room could be located at lower level at the base of the stairway in a back annexe, usually a kitchen. In these cases the storey will be counted if this consequently means that the uppermost floor is 4.5m above the adjacent ground level.

Attic rooms that are capable of being used as living accommodation count as a storey, even if they are not occupied. Otherwise, attics used solely for storage are not counted.

Section 10 – gas and furniture

The following types of furniture (if they contain upholstery) are included in the Furniture and Furnishings (Fire)(Safety) Regulations 1988 (as amended):

Settees, chairs, bed bases, mattresses, headboards, children's furniture (inc. prams and pushchairs), stools, dining chairs and sofa beds, cushions, pillows as well as fitted or loose covers for upholstered furniture.

Curtains and bedding are not included and furniture made before 1950 is exempt, even if it has been re-upholstered.

All new furniture bought after 1st March 1990 should comply. Most new furniture must have a permanent label attached showing compliance. If it bears the warnings: "Covers are not match resistant" or "Caution – careless use of matches could set fire to this furniture" the furniture will not comply. Permanent labels were never required for bed bases or mattresses. However, a blue label indicating compliance with BS7177:1991 should be evidence of fire safety compliance.

Further information is available from the local authority Trading Standards section.

Section 11 – fire precautions

It is not necessary to have all fire precautions in place before a licence is granted. However, you are strongly advised, in the meantime to have as a minimum, interlinked battery smoke detectors throughout the common parts and interlinked heat detectors in shared kitchens and any bedsitting rooms with kitchen facilities; any self-contained flat should be linked into the system with a smoke detector. If the licensing standard is not met it will be a condition of the licence that the standard is met and this will involve a hard-wired system as battery detectors are not acceptable.

Section 12 – management arrangements

The West of England's Code of Good Management Practice can be found at the end of this guidance. Signing up to this code provides supporting evidence that the proposed licence holder will have satisfactory management arrangements in place for the property. In Bristol and North Somerset a points system for non-compliance operates in a similar way to a driving licence. Persistent failures to abide by the code can lead to a licence being revoked.

Section 13 – fit and proper person test

Before granting a licence the local authority must be satisfied that the licence holder, manager and any other person involved in managing the HMO is fit and proper. The local authority will also consider the fit and proper person status of any key holders as potentially they could carry out misdemeanours at the property.

The local authority must have regard to any evidence that a person has committed any of the matters listed in the declaration that is contained in the application pack. Where a person declares that they are fit and proper the local authority may decide to request further evidence, for example using the

Disclosure Scotland procedure to identify any unspent convictions. Those signing the declaration should note that any offences etc committed by an associate are also relevant.

An unspent conviction will not necessarily prevent a fit and proper judgement by the local authority. The local authority will consider each offence and any mitigating circumstances on their relative merits.

Local authorities will carry out only one fit and proper person test on a person involved with more than one property. A fit and proper person number provided by one of the West of England local authorities is valid in all four authorities. However, a declaration regarding convictions etc. will be needed for each application.

Where a business or organisation is to be the licence holder or manager a 'fit and proper person' declaration signed by the company secretary or other responsible person is needed on behalf of the company, partnership, charity or trust. Any employee who is involved with the management of the HMO can be regarded as an 'associate'. Consequently, in signing the declaration the responsible people should be satisfied that these employees would be able to sign the declaration themselves, for example by requesting CRB or Disclosure Scotland checks.

Commitment and adherence to the West of England Code of Good Management Practice will also be considered as part of the local authority's decision on a person's fit and proper status. To establish this the Council will consult with other teams in the local authority and with the other West of England authorities

A local authority can revoke a licence if it no longer considers a licence holder to be fit and proper. Similarly, the fit and proper person status can be removed from managers and anyone else involved in the management of the property or key holders. It would then be a breach of a licence condition if that person continues in that capacity.

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**