

# RENTING OUT A PROPERTY IN WALTHAM FOREST

## LANDLORD GUIDE

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# PURPOSE AND SCOPE OF THIS GUIDE

This is a guide to support you as a landlord, from deciding to rent out a property through to ending a tenancy. We hope it will help you to understand the responsibilities of letting out a property, including the licensing requirements in Waltham Forest.

This is not intended to be an exhaustive guide to your legal obligations but does set out some of the regulations that are enforced by the Council relating to private rented properties.

**These are a number of Acts and Regulations that the Council uses to regulate and enforce housing issues including:**

- The Housing Act 2004
- The Building Act 1984
- The Environmental Protection Act 1990
- The Public Health Act 1936
- The Local Government [Miscellaneous Provisions] Act 1976 and 1982
- The Equality Act 2010
- The Housing and Planning Act 2016
- Tenant Fees Act 2019

**Renting out a property is a business and landlords/agents are expected to take steps to ensure that they are aware of their legal obligations and comply with them.**



# THE ROLE OF THE COUNCIL

The Council plays a key role in regulating the management and condition of properties in the private rented sector.

We work collaboratively with the many landlords/agents operating in the borough who take their responsibilities very seriously, providing information, help and support to those who provide well managed rented homes that are maintained to a good standard.

The Council will take one or more of a range of enforcement actions where landlords/agents do not comply with their legal obligations, in accordance with our adopted enforcement policy.

## Providing information for landlords, landlord forums and newsletters

There is more information and updates on changes to the law and regulations available under 'Private Sector Housing' on the Council web site. Our regular newsletter and programme of landlord forums offers support and guidance on a range of topics that are important to you as a landlord. Presentations from previous events can be found on the web site. Please sign up to our regular landlord newsletter, to ensure you are on the mailing list for future publications.

There is more information on How to Let Your Property on the government web site.

## Waltham Forest enforcement policy

The Council's Housing Enforcement Policy is available on the web site. The policy outlines what landlords/agents and residents can expect from enforcement officers. The addendum explains the use of financial (civil) penalties.

The policy sets out our approach to regulation and the different enforcement options that are available to us.

## Stages of enforcement

In many cases, and where appropriate, it will be possible to resolve an identified issue informally. For example, in the event that the Council receives a complaint about a rented property, it will usually ask the landlord/agent to carry out their own investigation and report back on their findings and any necessary actions in the first instance. Where Council officers have identified particular deficiencies, they may initially provide written or verbal advice, often accompanied by a requirement to set out an action plan to tackle the deficiencies within a specified timescale.

Formal action will normally be considered:

- Where there is a serious risk to public health
- Where there is a blatant or deliberate contravention of the law
- Where there is history of non-compliance, or cooperation with an informal approach is not forthcoming
- Where landlords fail to act in the timescales agreed within an informal process.

Formal action will not always be preceded by an informal stage and can take a number of forms; from a simple caution through to a civil penalty or criminal prosecution. Further information on penalties can be found later in this document. The full details of these can also be found in the Council's Private Sector Housing Enforcement Policy.

# BEFORE YOU LET OUT A PROPERTY

## Who will be renting your property?

Before you decide to rent out your property you should think about who you want to rent it to. In particular, will it be rented to a single-family household or to sharers? This decision will potentially have a number of legal implications including:

- Planning permission
- Fire precautions
- Number of permitted occupants
- Council Tax
- Property Licensing.



## What is the definition of a household and a family member?

For rented housing purposes, a single household is made up of family members or a couple. Two unrelated people sharing the same home, or a single person is also considered one household.

More than two unrelated adults that are not a couple or part of a family are treated as separate households.

Someone is considered a family member when:

- They live with that person as a couple
- One of them is the relative of the other
- They are a relative of one member of the couple.

and where –

- "Couple" means two people who are married to each other or live together as husband and wife or in an equivalent arrangement in same sex couples

- "Relative" means a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece or 1st cousin (where "1st cousin" is a child of a parent's sibling; a nephew or niece of a parent; a child of one's uncle or aunt; a person who shares common grandparents but not common parents)
- A relationship of the half-blood is to be treated as a relationship of the whole blood
- A stepchild of a person is to be treated as his/her child.

## Examples of multiple households/ multiple occupation include:

- A family and a friend renting together
- More than two students sharing a house
- More than two professional friends sharing a flat
- Multiple workers each renting a separate room in a house and sharing facilities such as a kitchen and bathroom.

## Is my property an HMO?

A house in multiple occupation (HMO) is a property that is occupied by people who do not form a single-family household but are from multiple, separate households. If a property is rented out to three or more people, forming two or more households (non-related) with at least one shared facility, e.g. bathroom or kitchen it is considered an HMO.

This can include the following examples:

- A house let as individual bed sits
- A group of rooms on each floor let to single occupants such as students or working single people
- Hostels, some hotels, guesthouses
- Lodgings, and shared houses.

The Council recognises that HMOs occupied by tenants who share one or more amenities, whilst all falling under the legal definition of HMO, will be let and occupied in different ways and the application of a single set of standards to all HMOs with shared amenities would therefore not be appropriate

In this regard, the Council makes some distinction between 'bedsit' type HMOs and 'shared house' HMOs as regards to standards to be achieved. We define shared house HMOs as where the whole property has been rented out by an identifiable group of sharers such as students, work colleagues or friends as joint tenants. Each occupant would normally have their own bedroom but would share the kitchen, dining facilities, bathroom, WC, living room and all other parts of the house. All the tenants will have exclusive legal possession and control of all parts of the house, including all the bedrooms.

**Some buildings that have been converted into two or more self-contained flats will also fall within the definition of an HMO where:**

- The standard of the conversion does not meet that required by the Building Regulations 1991 and
- Fewer than two-thirds of the flats are owner-occupied. Owner-occupiers are those with a lease of more than 21 years or who own the freehold in the converted block of flats, or a member of the household of the person who is the owner.

For further information see Section 257 of the Housing Act 2004.



## Tenant References

References **MUST** be gained and retained from all prospective tenants and they should not start their tenancy until this has been done.

## Permitted occupation / overcrowding

Depending on the size of the property and whether you are renting to a single family or to sharers, there are rules about how many people can be legally accommodated. There are space standards for HMOs that are prescribed by the Council. These can be seen in the standards for Houses in Multiple Occupation, on the HMO section of the web site.

## Managing your property

Many landlords choose to professionally manage their property themselves. However, there are a number of reasons where a decision may be made to appoint an agent to let and/or manage the property. These include:

- Time constraints or other factors inhibiting the ability to manage a property personally
- Living abroad or in a different area to the property
- Inexperienced landlord in need of professional help in letting and/or management
- Simple lack of desire to be involved in day to day letting/management of property.

In addition, there are situations where the letting and day to day management of a property must be given over to a third party manager, namely where the landlord is not considered to be a 'fit and proper person' to act as a licence holder or manager.

## How to choose an agent (if required)

Once you have a shortlist of possible agents in the area, take a look at online listings, check forum discussions, and ask other local landlords for recommendations.

You need to decide the range of services that you want the agent to perform, which can vary from a 'let-only' tenant finding service to a full management service where the agent finds the tenant, carries out the necessary pre-tenancy checks and inspections and oversees repairs/maintenance at the property. You may want to compare the fees charged for their various services. A good managing agent should handle the rental paperwork such as references, credit and employment checks, and tenancy agreements. They should also be able to capably deal with any day-to-day rental issues.

The management contract should set out the division of responsibility regarding the letting and management of the property. Agreeing these at the start avoids any disagreement later, especially if there are issues with the maintenance of the property. It should be clearly stated in the contract if the property is to be marketed and subsequently rented as a single-family dwelling or as an HMO. This is important as it has implications for how the house is set up for the tenants (fire safety, security, property management) and also for the type of property licence it requires.

You should check if the agent is:

- Registered with the Property Ombudsman Service or the Property Redress Scheme as this is a legal requirement (see below)
- Part of an accreditation scheme like the National Approved Letting Scheme (NALS), or a member of a professional body such as ARLA Propertymark. Accreditation or membership will mean that the letting agency should meet certain standards and should comply with particular codes of conduct
- Using a deposit protection scheme. The law requires landlords and letting agents to put tenants' deposits in a government-approved tenancy deposit protection scheme. Ask the letting agent about which scheme they use to make sure they're complying with the rules
- Registered with a client money protection scheme (CMP). All letting agents in England that hold client money must belong to a government-approved scheme. Letting agents must have a certificate confirming their CMP membership and display it prominently in their offices and on their website. There's a list of approved CMP schemes on the government website. The new rules also require letting agents to hold client money in an account with an FCA-authorized bank,

and to have appropriate professional indemnity insurance in place. If you can't see evidence of the letting agents complying with these rules, ask to see their certificates.



**Marketing** – Do they have a proactive attitude to marketing rental properties and use a number of strategies to find tenants for your house or flat, including the appropriate online portals. Have they successfully rented properties in your area recently?

**Property licence and conditions** - Agents should ensure that a property licence is in place before they rent out or manage a property. The licence holder can be the owner or a managing agent. Landlords should remember that a licence, once granted, cannot be transferred and, if an agent is appointed as licence holder, a new application would be required should there be a change of appointed agent.

It should be clear which property licence conditions, if any, the agent is responsible for. These should be set out in a signed declaration. If there is no such pre-agreed declaration, all licence conditions will be deemed the responsibility of the licence holder.

Please note that an application for a property licence from a non-UK resident will only be considered valid if there is a managing agent based in the UK who agrees to be bound by the licence conditions by signing a declaration to confirm this.

A management agreement/contract should cover (at least):

- Marketing – what the agent will do to advertise the property and how the property should be marketed (HMO or single-family home)
- Management fees. This should state what services are included in the management fee, what services can be performed for an additional fee and what will not be carried out
- The responsibilities of the property owner. This should include maintaining insurance, having permission to let the property (buy to let mortgage etc)
- The responsibility of the agent – which may include tenant checks, collecting rent, inspecting the property and properly documenting the outcome of the visits, dealing with tenant issues, ending a tenancy
- Property Licensing – that all necessary licences are in place and if any licence conditions will be the responsibility of the managing agent
- Repairs and maintenance policy
- Deposit protection.

**Repairs and maintenance** - If you've chosen a management service, ask the letting agent how often they carry out inspections (should be at least every 6 months), how the tenants can contact them if they have a maintenance issue, and if they have a panel of trusted tradespeople who they use. It should be stated on the management contract that the agent can carry out repairs up to an agreed limit but that the landlord has funds to carry out more major works if required.

**Money transfers** - Speak to the letting agent about how they will handle the rental finances, including the rent received and costs and fees: how often will they transfer balances to your account, and whether you need to provide a "float" to pay for any maintenance issues.



**Notice periods** - It's important to find out how long the letting agent's notice period is so that you know what happens if you want to end the relationship. Most letting agents require two months' notice in writing to end a rental management contract.

### Property Redress scheme

The Property Redress Scheme is a consumer scheme authorised by the Government and by the National Trading Standards Estate Agency Team to offer redress to consumers of Lettings, Property Management, Estate Agents and property professionals. It allows consumers (tenants) to escalate a complaint they have against the member of the scheme in order to resolve or settle unresolved complaints as an alternative to using the Courts.

### Landlord accreditation

The London Landlord Accreditation Scheme (LLAS) provides training and on-going professional development for landlords.

Website: [www.londonlandlords.org.uk](http://www.londonlandlords.org.uk)

### What an agent should consider when taking on a landlord's property

It is strongly recommended that you view any property that you have been offered by a landlord, whether the landlord has requested a 'let only' service or a let/managed service.

You should satisfy yourself that the property is in a suitable condition to let and should make appropriate enquiries and investigations to ascertain that the letting of the property complies with all aspects of the law – for example, it has the necessary planning consent and EPC rating to be legally let.

You should ensure that there are no barriers that would prevent you from fully complying with all legal obligations placed on your organisation that might arise from your letting/managing a landlord's property. Specifically, although not exhaustively:

- In the event that the property is licensable, confirm that the property holds the appropriate licence. In the event that it is not licensed, confirm the arrangements for securing a licence
- In the event that the landlord's expectations are that you perform key property management functions, including the discharge of specified property licence conditions, that satisfactory funding arrangements are in place to carry out these functions. This is particularly important if it is apparent that remedial works are needed at the outset of the tenancy.

If it is the case that you are unable to satisfy yourself as regards the above matters then it is strongly recommended that you do not agree to market/manage the property in question or, should these issues arise once the property is already on your books, you de-instruct your company at the earliest opportunity.

### Planning permission

Any property being used as an HMO for three or more unrelated people sharing a kitchen or bathroom, must have the correct planning permission in place or have established HMO use.

An Article 4 Direction is in place in Waltham Forest, which means that any HMO of three to six persons established after 16th September 2014 (C4) will need appropriate planning consent. The operation of the Article 4 Direction does not affect the longstanding need for larger HMOs accommodating seven or more people to have appropriate planning authorisation. This requirement has been in place for many years.

A rented property will need to have planning permission which is appropriate to this use if the property is changed from a 'dwelling house' (C3) to House in Multiple Occupation (C4).

It may be the case that you will be able to demonstrate that your property has established use as an HMO such that further planning consent is not required. For example, if your property was being used as an HMO before 16th September 2014, it can continue to be used as an HMO as will have permitted use. It will still need the correct type of property licence (mandatory HMO licence or additional HMO licence) depending on the type of dwelling and occupancy levels.

However, if there is a break in the HMO use (for example a let to a single family) during the licence period, the permitted use stops. You will also need to let the Council know and apply for a selective licence. If, at a later stage, you wish for the property to be used as an HMO again, you must apply for planning permission and for a new property licence.

The Council will consider the planning status of an HMO as part of the licence application process. Any unauthorised use is likely to be reflected in the decision to grant or refuse the licence or to issue the licence for a shorter period than the usual five-year period.

The gaining of a licence does not grant any planning approvals, consents or permissions under the Town and Country Planning Act 1990 or any related planning legislation, retrospectively or otherwise. There is no guarantee that your planning application will be approved, but if you rent out your property you must have a property licence. If you are refused planning permission for an HMO but have applied and/or been issued with an additional or mandatory HMO licence, we cannot refund your licence fee.

If the property is being used as a House in Multiple Occupation (HMO) this may constitute a breach of planning control and you should check the Council website to ensure the correct planning permission is in place or that established use can be evidenced. <https://walthamforest.gov.uk/content/search-planning-applications>. This licence does not offer any protection against enforcement action taken by the Planning Department. If you are unclear on the matters outlined above, you should seek professional planning advice.

## Council Tax

The definition of an HMO for Council tax purposes is different to that used in the context of Property Licensing (Housing Act 2004). Whether or not your property is an HMO for Council tax purposes is important because where the property is an HMO, the owner is liable to pay Council tax (unless individual units in the property have been rated separately for Council Tax purposes).

For houses rented to a single family, the person liable to pay is usually the adult resident. However, the owner will always be liable to pay Council tax when the address is an HMO. Under the Council tax rules, a property is classed as an HMO if:

- It was originally constructed, or subsequently adapted, for occupation by persons who do not constitute a single household; or
- Each person who inhabits it is either:
  - A tenant able to occupy only part of the dwelling; or
  - A licensee who is not liable to pay rent or a licence fee on the whole of the dwelling.

In Waltham Forest, if your property needs either a mandatory or additional HMO licence, you, as the landlord, will normally be liable for the Council tax.

# MAKING SURE YOUR PROPERTY IS READY TO BE LET

There is a detailed set of standards for rented properties in Waltham Forest and a more detailed set of standards for HMOs on the Council web site. You should read and understand what they mean for your property.

## Rubbish disposal

You should ensure that adequate refuse receptacles (bins, etc) are provided prior to the start of the tenancy and that your tenants are aware of the rubbish and recycling requirements in the area.



## Health and safety in the home

There are a number of information sheets available on the Council, government and other organisations web sites that you may find useful. Here is a brief overview:

- a) Fire safety – You are required to have at least one smoke alarm installed on every storey of your property and make sure the alarms are in working order at the start of each new tenancy. Fire alarms and any firefighting equipment should be maintained. All furniture should be in a safe & fire-resistant condition.
- b) Landlords should carry out simple fire risk assessment in houses occupied by a single family. Fire risk assessments in complex properties should be carried out by a suitably qualified professional. There is further information on fire risk assessments on the Property Licensing section of the Council's web site.  
  
Guidance on fire safety in rented accommodation can be found on the RLA web site.
- c) Gas safety – you must ensure that the whole gas installation is in a safe condition. You must have a current valid gas safe certificate obtained within the last 12 months. The gas safety certificate should be uploaded as part of your property licence application and on the anniversary of a licence approval, a valid certificate should be emailed to the Property Licensing team every year for the duration of the licence scheme.

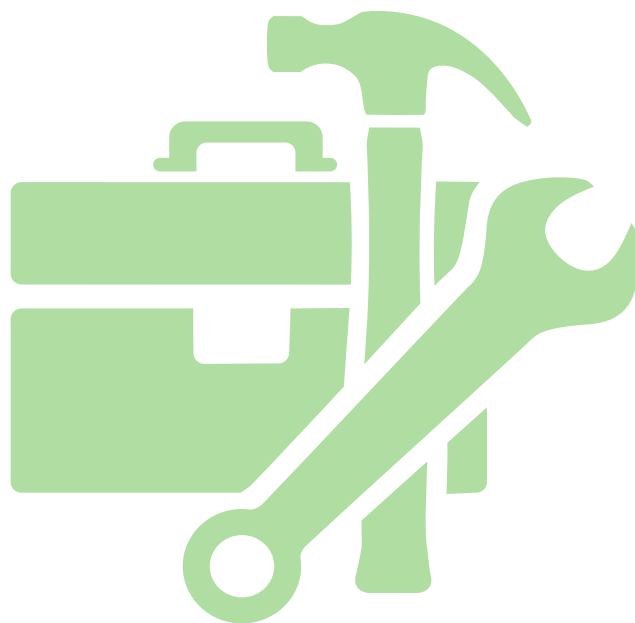
- d) Carbon monoxide alarms must be installed in any room containing a solid fuel burning appliance (e.g. a coal fire, wood burning stove). You must make sure the alarms are in working order at the start of each new tenancy.
- e) Electrical safety – You must ensure that the electrical installation and appliances are in a safe condition. An electrical appliance test report should be carried out every 30 months for all electrical appliances that are provided, and this should be sent to the Council if requested.
- f) Hazards in the home - As a minimum, properties should always be free from Category 1 and significant Category 2 hazards (as defined by the Housing Health and Safety Rating System (HHSRS)). Regular inspections to check on the condition of the property should help to avoid defects or disrepair escalating to becoming a hazard.

## Minimum Energy Efficiency Standards (MEES)

Minimum Energy Efficiency Standards (MEES) in the residential private rented sector were introduced in 2016 to improve the quality of private rented buildings and reduce the overall CO2 emissions in accordance with the UK's targets for decarbonisation. From 1st April 2018, phase one of the MEES regulations came into force making it unlawful to let properties with an Energy Performance Certificate (EPC) rating below an 'E' rating. You should provide a valid EPC to your tenants at the start of a tenancy and may be asked to provide this to the Council for inspection before a licence can be issued or during the term of your licence. Further information on MEES can be found on the government web site.

### Some examples of hazards you should deal with immediately include:

- A broken boiler, heating and hot water
- Issues with gas appliances, pipes, flues and ventilation
- Exposed electrical wiring
- Rats, pests or other infestations - the property should be pest free and pest treatments should be carried out when required
- Damage to basins, sinks, baths and other sanitary fittings, including pipes and drains
- The property's structure and exterior, for example, damage to walls, stairs or ceilings
- A build-up of mould and damp.



# TENANCY MANAGEMENT

## Tenancy agreements

A tenancy agreement is a contract between you and your tenants. It sets out the legal terms and conditions of the tenancy. A copy should be kept for your records and the Council may ask to see it when (and if) they inspect your property.

**Tenancy agreements:  
a guide for landlords**

**Tenancy agreement template**

## Tenancy deposit schemes

You must place your tenants' deposit in a tenancy deposit protection (TDP) scheme if you rent out your home on an assured shorthold tenancy that started after 6 April 2007.

These government-backed schemes ensure your tenants will get their deposit back if they:

- Meet the terms of your tenancy agreement
- Don't damage the property
- Pay the rent and bills.

You (or your letting agent) must put your tenants' deposit in the scheme within 30 days of getting it. You can use any of the following schemes:

**Deposit Protection Service**

**MyDeposits**

**Tenancy Deposit Scheme**

These Tenancy Deposit Schemes offer you two options:

- The scheme holds the deposit for free - known as a 'custodial' scheme
- You or the agent holds the deposit and you pay the scheme to insure it - known as an 'insured' scheme.

At the end of the tenancy the deposit must be returned to your tenants within 10 days of you both agreeing how much they'll get back. If you're in a dispute with your tenants, the deposit is protected in the scheme until the issue is settled. If you're in an 'insured' scheme, you or the agent must give the deposit to the TDP scheme. They will hold it until the issue is settled.

## Tenant checklist

### You should give your tenants the following:

- Copy of the signed tenancy agreement
- Details of the tenancy deposit scheme
- Copy of the EPC
- Copy of the Gas Certificate (if applicable)
- Name and address of the licence holder or managing agent in case of emergency.

### Tenant fees Act 2019

Under the Tenant Fees Act 2019, there are regulations about the fees that you can lawfully charge your tenants. These apply to all assured shorthold tenancies (ASTs), tenancies of student accommodation and licences to occupy housing in the private rented sector. They also apply to housing associations and local authorities, where you are letting an AST in the private rented sector.

There are several fees that are 'permitted'. These include:

- The rent
- A refundable tenancy deposit capped at no more than five weeks' rent
- Payments associated with early termination of the tenancy, when requested by you
- Payments in respect of utilities, communication services, TV licence and Council tax;
- Payments to change the tenancy when requested by the tenant, capped at £50, or reasonable costs incurred if higher

- A default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement.

If the payment you are charging is not on this list, it is not lawful, and you should not ask your tenant to pay it.

### Landlords and agents are **NOT** able to charge fees, for example, for:

- Property viewing
- Referencing
- Administration charges
- Guarantors (this can be a condition of the tenancy, but no charge can be made)
- Inventory checks (both check in and check out)
- Right to Rent checks (the landlord or agent are liable for this cost, unless the tenant fails the check).

You cannot evict your tenant using the section 21 eviction procedure until any unlawfully charged fees have been repaid and a tenant could make an application to recover the payment via a First-tier Tribunal.

### What's the landlord's responsibility for dealing with anti-social behaviour?

The Council expects landlords/agents to take all necessary steps to prevent ASB in their rented property and to take steps to remedy ASB should it arise. Granted property licences contain a number of conditions relating to the prevention and tackling of ASB. We expect landlords to act to ensure that ASB is addressed at the earliest opportunity and dealt with appropriately.

**We expect landlords of licensed properties to actively work to prevent, identify and stop ASB. Landlords can do this by following these guidelines:**

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### **Prevent**

- by adhering to the conditions attached to the licence

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### **Identify**

- by making the checks required under the conditions of the licence

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### **Stop**

- informing the tenants of the consequences and then taking appropriate action if they are ignored:

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- In less serious or one-off cases - issuing a written warning to say you may take action to seek possession if ASB is repeated
- In more severe cases - taking immediate possession proceedings to end the tenancy.

A tenant's ASB is any activity that causes harm to the community or to the environment. This includes any action that leaves neighbours, or others in the community:

- Feeling alarmed, harassed or distressed
- In fear of crime or concerned for public safety
- Experiencing public disorder or public nuisance.

### **Examples of tenants' anti-social behaviour include:**

- Being a nuisance; being a rowdy or inconsiderate neighbour
- Vandalism, graffiti and flyposting
- Environmental damage such as littering, dumping rubbish and abandoning cars
- Activities related to prostitution
- Misuse of fireworks
- Inconsiderate or inappropriate use of a vehicle.

### **For all tenancies landlords must:**

- Get references for proposed new tenants
- Provide tenants with written rental terms and conditions. These must include:
  - a statement that no refuse/rubbish must be kept in the front or rear gardens, other than in any refuse storage facilities provided
  - a clause holding the occupants responsible for any ASB carried out by themselves and/or their visitors. The landlord must let all occupants know about this clause as soon as they move in
- Ensure that yards and gardens are maintained in reasonable repair and are kept in a clean and tidy condition and free from infestations
- Make regular inspections to ensure the property is in a decent state of repair and that there aren't any breaches of the tenancy terms and conditions
- Ensure that rubbish that is not routinely collected (such as large items or hazardous waste) is disposed of responsibly and safely

- Respond to complaints of ASB that concern occupants or their visitors
- Inform the tenant within 14 days after discovering ASB, notifying them of the consequences they may face if it doesn't stop
- Keep records of correspondence and/or written notes relating to ASB for a period of five years. If we request to see details, landlords should make them available.

**At the beginning of a tenancy, the landlord should:**

- Make tenants aware of the correct ways to dispose of rubbish and recycling - through the Council's household rubbish and recycling services
- Ensure there are enough bins (and other rubbish and recycling receptacles from our range) at the property - particularly where there are lots of people living in the property.

Landlords should also respond promptly and appropriately to any issues identified by us, such as fly-tipping or repeated contamination of recycling bins with non-recyclable rubbish.

# PROPERTY LICENSING IN WALTHAM FOREST

## a) Selective Licensing



Selective Licensing applies to all privately rented properties that are let to a single-family household or two unrelated sharers\*. The scheme operates in all wards in the borough except Hatch Lane & Endlebury.

\* -unless it falls within one of the standard exemptions



## b) Mandatory HMO Licensing



You will need a mandatory HMO licence if your property is a house, converted flat or purpose-built flat in a block comprising less than 3 flats occupied by five or more unrelated people, forming two or more households and who share amenities such as kitchens or bathrooms\*. This is a national scheme and applies to all properties meeting the criteria in every local authority across England.

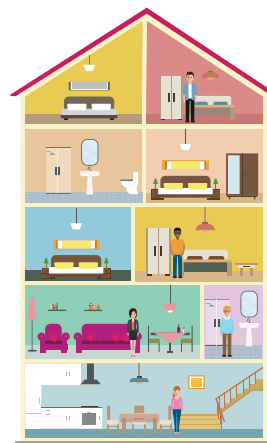
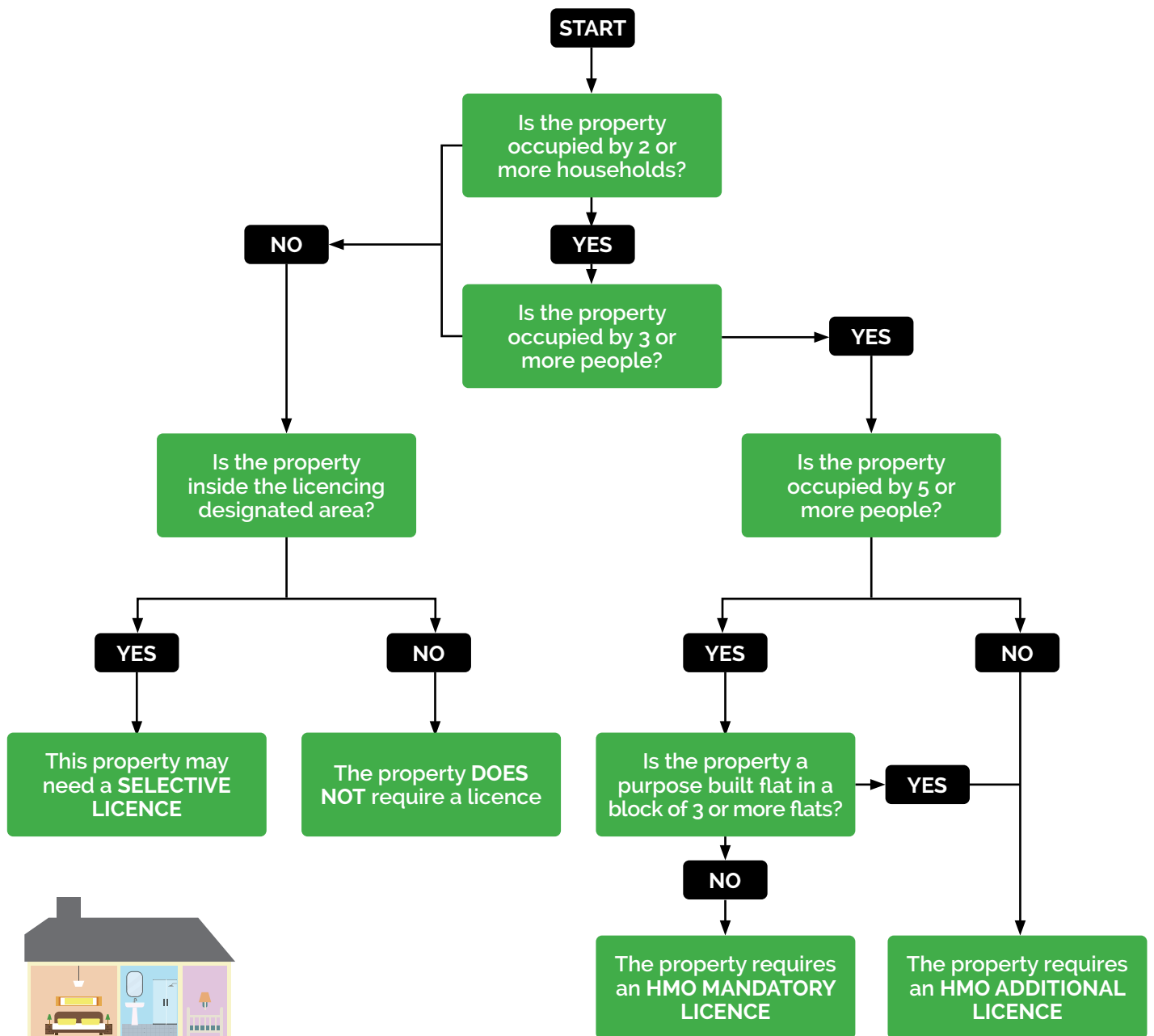
## c) Additional HMO Licensing



This borough-wide scheme applies to all rented properties that are occupied by three or more unrelated people that is not captured by mandatory HMO licensing\*. The occupiers share amenities such as kitchens or bathrooms.

This includes multiple-occupied flats in purpose-built blocks containing more than two flats, where the flat is occupied by more than three people.

## What kind of property licence do I need\*?



\*there are exemptions to all licence types which can be seen on the Council web site.

## How to apply

The application is online through the Council web site Property Licensing pages. This is a new application system and you will need to start by setting up an account. You will then be guided through a step by step process which will work out the type of licence you need. It is a criminal offence to enter fraudulent property information and doing so can result in prosecution and an unlimited fine. We expect you to have arranged an inspection of the property prior to an application being submitted in order to ensure that the information you are providing, for example, on current occupancy and working smoke alarms, is correct.

### **Before you apply you need to have the following information and paperwork to hand:**

- Details of the appointed licence holder (e.g. name and date of birth)
- Details about the property structure and safety equipment (rooms, floors, smoke alarms etc)
- Property facilities and room sizes (HMOs only)
- Certificates: gas safety, electrical (HMO only), fire risk assessment (HMO only)
- Tenancy agreement
- Photo of the front and back of your property
- Name and addresses of persons and organisations with an interest in the property (such as freeholders, leaseholders, managing agents, mortgage provider)
- Payment card details.

Licences cannot be transferred to another person, organisation or property. If the licence is held in a company name and it is dissolved, the licence ceases to be in force.

## Licence conditions

Licences granted under each scheme will be accompanied by a set of licence conditions that must be adhered to. The Council may carry out audit checks to gauge compliance with licence conditions at any time during the licence period. The licence conditions can be viewed on the Council web site's Property Licensing pages.

## What if I don't apply for a licence?

It is a criminal offence to let a property without the appropriate licence and could result in enforcement action being taken. This could include a criminal prosecution that could lead to an unlimited fine or the imposition of a financial penalty. Additionally, an application may be made to the Residential Property Tribunal for a rent repayment order which, if granted, would require up to 12 months' rent to be repaid.

# PROPERTY INSPECTIONS

The Council can carry out a property inspection to check on the condition of a rented property, if there is reason to believe there is an issue. The Council will inspect all HMOs (mandatory and additional) before issuing a licence and will carry out targeted inspections on selective licence properties at any time during the term of the licence. Inspections can also be made of properties that are not licensable.

## Property inspections:

- Normally take between 20 minutes to 1 hour
- Take place on a date and time pre-arranged with the tenant/occupier or landlord, where possible
- Are carried out by an officer who must be accompanied by an appointed adult (e.g. the tenant, property owner or a representative appointed by the owner)

- Result in an inspection report which can be shared with the landlord.

In situations where the officer finds that the licence conditions are not being met, or that information provided with the application is incorrect, several options are available, including:

- Any previously granted licence may be varied or revoked
- The landlord may be asked to carry out improvement works
- Prosecution or penalty for non-compliance with the licensing scheme.

**Please note that it is a criminal offence to enter fraudulent property information. The details you have provided on your licence application will be cross checked during the property inspection.**

# ONGOING PROPERTY MANAGEMENT

Once you have tenants living in your property, one of the easiest ways to make sure they're following the rules set out in your tenancy agreement is to schedule regular inspections.

Tenants should be given at least 24 hours' notice before an inspection – otherwise they have the right to refuse you entry. The visit has to be scheduled at a reasonable time of day, meaning the tenant should be able to attend the inspection if they want to.

There's more to inspections than just having a glance around to make sure the space is tidy.

Landlords should inspect their properties at least every six months to ensure that

the condition of the property is maintained, there has been no change in tenancy and that the tenants are dealing with their rubbish and waste disposal correctly.

Landlords should keep a record of inspections and email the tenants with the details and result of the inspections. Any complaints from the tenants and how the complaint was dealt with should also be recorded.

More advice on carrying out a property inspection can be found online.

A template for property inspections is at the bottom of this document.

# FORMAL NOTICES

The majority of formal notices issued by the Council follow the identification of HHSRS hazards at an address. This could be an Improvement Notice, a Prohibition Order prohibiting the use of all or part of the property, a Demolition Order or a Hazard Awareness Notice. Emergency or suspended enforcement notices can also be used.

Improvement Notices will contain details of the remedial work required and a period of time in which to comply. Failure to comply with the requirements of any issued Notice is an offence and would normally result in prosecution or, where appropriate, the issuing of a civil penalty.

Both the additional and selective licensing schemes have licence conditions attached to them. These conditions relate to property management, gas and electrical safety, and dealing with anti-social behaviour. Failure to adhere to the

licence conditions could lead to a notice, civil penalty or prosecution. Your property licence may be revoked, refused or a shorter licence issued.

Civil penalties of up to £30,000 are an alternative to prosecution that can be issued by the Council for failure to license, failure to comply with Notices and breaches of certain Orders.

There are certain situations that are so serious, or where a landlord has committed similar offences in the past, where a prosecution would normally be pursued. These carry an unlimited fine and result in a criminal conviction.

The Council's Housing Enforcement Policy has more details of the steps that can be taken by the Council and the matrices used to impose associated fines.

# ENDING A TENANCY

At the end of a tenancy everyone wants the departure to be hassle-free. The tenants want their deposit back in full and you want possession of your property in good condition and to get a new tenant in place. As the term of the tenancy agreement is coming to an end it is a good idea to remind the tenants that you want them to leave on a certain date. You could also inspect the property a couple of months before the end date to give the tenants time to remedy any issues that would prevent the full deposit being returned, for example, tidying the garden.

If you want your tenants to leave, you must give them notice in a particular

way, including certain information and warnings. This depends on the type of tenancy agreement and its terms. You cannot end a tenancy without good reason (rent arrears or using the property for illegal purposes) before the expiry of a fixed term and you must give at least two months' notice. In England and Wales, a section 21 notice informs the tenant that you, the landlord, want possession of the property when the fixed term is up. There are strict guidelines for the process, in case you need to have it enforced in court.

There is more information on ending a tenancy on the government's web site.

# LANDLORD INSPECTION TEMPLATE

Property address .....

Date of inspection .....

Notice of inspection given to tenants on .....

## ESSENTIAL CHECKS

Test area	Test details
Smoke alarms tested and working	
Carbon monoxide alarms tested and working	
Gas safety certificate still in date	
Heating working properly	
Electricity supply working properly	
Plumbing working properly	
No water leaks	
Fire exit routes are clear of furniture and easily accessible	

## OVERALL CONDITION

Area	Inspection details
Handrails are tight and not loose	
Furniture is in good condition and not torn or needs replacing	
White goods are working	
Check floors and walls for damage, mould or dampness	
Doors and windows lock and open properly	
Blocked drains	
Signs of mould and mildew	
Leaking plumbing	
Signs of vermin such as mice and cockroaches	

## BREACHES OF TENANCY

Area	Details
Waste disposed of correctly	
Recycling of waste being carried out	
No signs of illegal activity	
Correct number of tenants / new tenants	
Use of correct rooms for bedrooms	
Signs of smoking (if applicable)	
Sign of pets (if applicable)	
Garden maintenance being carried out (if applicable)	
General cleanliness of the property is satisfactory?	

## OTHER NOTES

Blank area for other notes.

A copy of this inspection form should be recorded, and a copy given to the tenants.

## USEFUL LINKS

[Selective licence conditions](#)

[Additional and mandatory HMO licence conditions](#)

[Quarterly landlord forums and landlord email newsletter.](#)

[Right to rent information](#)

[HMO Property Standards](#)

[Smoke and Carbon Monoxide Regulations](#)

[Fire Safety Regulations](#)

[HHSRS Information](#)

[How to carry out your property inspection](#)

[Dealing with ASB](#)

[Refuse and rubbish disposal in Waltham Forest](#)

[The Management of Houses in Multiple Occupation \(England\) Regulations 2006](#)

