STANDARD LICENCE CONDITIONS – House of Multiple Occupation

Interpretation

- **"authorised person"** shall mean any person authorised by the Chief Executive of the Highland Council, The Chief Constable of Police Scotland, or Chief Fire Officer of Fire Scotland for the purposes associated with the licensing of Houses in Multiple Occupation or any person authorised by the Council;
- "**This Licence**" or "**the licence**" means the licence noted hereunder and for the avoidance of doubt shall include all the conditions or exemptions attached to it either as undernoted or by way of reference;
- "**The Council**" means the Highland Council and any officer authorised to act on its behalf in terms of this licence;
- "**The Licence Holder**" means the person (or if a non-natural person, the incorporated company) named in the licence;
- **"HMO"** and "**HMOs"** means "House in Multiple Occupation" and "Houses in Multiple Occupation" respectively;
- **"Chief Fire Officer"** means the Chief Fire Officer of the Fire Scotland or his/her authorised Depute within the relevant Highland Council Area.
- **"Chief Constable"** means the Chief Constable of Police Scotland his/her authorised Depute within the relevant Highland Council Area.
- **"The Act"** means The Housing (Scotland) Act 2006
- **"Qualifying Person"** means a person whose only or principal residence is the house in multiple occupation.

Licence Holder, Premises & Duration

This Licence is granted to: Day to Day Manager:
Whose registered office/principal place of business is situated at: The Premises to which this licence applies are located at: The rooms permitted to be used as housing units for qualifying persons within the premises are shown on the plan annexed and signed as relative to the licence. The maximum room occupancies for the identified housing units within the premises are shown on the plan (*Ref*) annexed and signed as relative to the licence.
The Licence is granted on the and is valid "subject to the terms of the Act until and including the

No	Condition
1.0	**Requirement to Meet Standards**
1.1	The Premises shall comply with the Highland Council's "Standards for Houses in Multiple Occupation" in force at the date of this licence (subject to any exemption or relaxation granted thereto and specified in Schedule 1 to the licence.)
2.0	**Maximum Number of Occupants**
2.1	The number of qualifying persons residing in the premises at any one time, including the owner's family where appropriate, shall not exceed ** **persons**.
3.0	**Entry for Authorised Person**
3.1	The licence holder shall allow access to the premises for HMO licensing purposes any person authorised on that behalf by Highland Council, The Chief Constable of Police Scotland or The Chief Officer Fire Scotland .
4.0	**Material Changes**
4.1	The Licence holder shall not make or cause or permit to be made any material change to the premises, licensed activity or any occupancy/tenancy agreement without the prior written consent of the Council**.**
4.2	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.
4.3	The licence holder shall within 14 days of changing his/her address or place of business give notice to the Council and shall produce his/her licence to the Council which shall endorse thereon the particulars of such change of address or place of business**.**
5.0	**Reporting of Certain Incidents**
5.1	The Licence holder shall notify the Council, as soon as is reasonably practicable, of the details of any incident affecting, or within, the licensed premises which (a) has resulted in structural damage to, or structural collapse within, the premises, or (b) which has involved a gas leak, fire or explosion necessitating the call-out of the Emergency Services

No	Condition
6.0	**Fire and Emergency Precautions**
6.1	The licence holder must ensure that the premises used with regard to the licence applied for are fully compliant with the requirements imposed by the Fire (Scotland) Act 2005 (As Amended). This places a duty on the licence holder to undertake a Fire Risk Assessment and produce a Management Policy to ensure the safety of persons (whether they are employees, occupants, residents, tenants, visitors or others) in the premises in respect of harm caused by fire.
7.0	**Prohibition of LPG room-heaters and storage of inflammable liquids etc.**
7.1	The licence holder shall not permit the use or storage on the premises of LPG room-heaters or, unless in any external store designed and approved for such storage, the storage of any liquefied petroleum gas (LPG) or any highly inflammable liquid, gas or substance. This condition shall not apply to small amounts of liquids or gas sold in small non-refillable retail packs (e.g. lighter fuel or cosmetic appliance cartridges) kept by residents for their own use. Nor shall it apply to the external storage of LPG in cylinders or tanks which are provided by the licence holder for the provision of gas for cooking or for water or space heating or other domestic use, provided the storage complies fully with LPGA Codes of Practice and Building Regulation Technical Standards and that any installation connected to such cylinders or tanks complies with The Gas Safety (Installation and Use) Regulations 1998 or any amendment thereto.
8.0	**Requirements regarding Repair and Fitness**
8.1	The Licence holder shall keep the premises fit for human habitation and shall keep in a good state of repair, to the satisfaction of the Council, the structure and exterior of the premises. The property must comply with the Tolerable Standard and Repairing Standard as defined by the Housing (Scotland) Act 2006.
9.0	**Maintenance of Installations**
9.1	The Licence holder shall maintain and keep in proper working order to the satisfaction of the Council and in compliance with any statutory requirements any installation provided for space-heating or water-heating or ventilation or sanitation or for the supply of water, gas, oil or electricity.
10.0	**Maintenance of Appliances**
10.1	The Licence holder shall ensure that any appliance, provided by him/her in terms of this licence or any occupancy/tenancy agreement, functions properly and safely

No	Condition
11.0	**Inspection and Certification of Certain Installations**
11.1	Solid Fuel The licence holder shall ensure that an annual inspection of solid fuel fires, installations and appliances and an annual inspection/cleaning of chimneys/flues serving solid fuel appliances or fires shall be carried out by a competent person and, following the execution of any necessary repairs or works identified by that person, the licence holder shall obtain from such person or other competent person a certificate signed by him/her stating that the system is functioning properly and safely.
11.2	Oil The licence holder shall ensure that an annual inspection of all oil-fired appliances or installations shall be carried out by a competent person and, following the execution of any necessary repairs or works identified by that person, the licence holder shall obtain from such person or other competent person a certificate signed and dated by him/her stating that the system is functioning properly and safely.
11.3	Gas The licence holder shall ensure that an annual inspection of all gas-fired appliances or installations within the HMO shall be carried out by a qualified person (that is a person who is Gas Safe Registered for inspection of installations, appliances or premises of that nature) and, following the execution of any necessary repairs or works identified by that person, the licence holder shall obtain from such person or other similarly qualified person a certificate signed and dated by him/her stating that the installations and appliances are functioning properly and safely. Such inspection shall include the provisions of any inspection required by any statutory requirement and in particular The Gas Safety (Installation and Use) Regulations 1998 and any amendment thereto.
11.4	Electricity
11.4.1	The licence holder shall ensure that the electrical installation and any appliances provided by him are maintained in a safe working condition and routinely checked.

No	Condition
11.4.2	The licence holder shall ensure that a formal inspection of the electrical installations (in accordance with Chapter 73 of BS 7671) is carried out every five years, or at earlier intervals if directed, by a qualified person and an Electrical Installation Condition Report (EICR) certificate is provided. Following any remedial works required following that inspection, the licence holder shall obtain, from the qualified person who undertook that inspection or any subsequent inspection, a satisfactory EICR Inspection Report for an Electrical Installation (as prescribed in IEE Guidance Note 3, Inspection and Testing. (Note: Report forms are available from http://www.iee.org.uk/technical/free-services.htm). [*For the purposes of this condition a qualified person shall be either:* *A professionally qualified electrical engineer; or* *A member of the Electrical Contractors' Association; or* *A member of the Electrical Contractors' Association of Scotland; or* *A certificate holder of the National Inspection Council for Electrical Installation Contracting; or* *A qualified person acting on behalf of one of these (when it should be stated for whom he or she is acting)]*
11.4.3	The licence holder shall ensure that a routine check/inspection is carried out by a competent person at least once every year, or at earlier intervals if directed, on all electrical appliances provided by the licence holder and shall obtain a Portable Appliance Test (PAT) certificate from that person which (a) details the appliances checked and/or repaired or replaced and (b) which confirms that, following checks, all remaining appliances are functioning properly and safely.
12.0	**Frequency of Inspection**
12.1	Any annual certificate of inspection required in terms of these Conditions shall require to be provided no later than 12 months from the date of any previous certificate of inspection.
13.0	**Repairs following Inspections**
13.1	Any repairs or works found necessary during the course of any inspection of an electrical, solid-fuel, oil-fired or gas-fired installation or appliance shall be carried out immediately where such repair is required to ensure the safety or health of any person.
14.0	**Maintenance of Common Areas and Refuse collection and disposal**
14.1	The Licence holder shall ensure that adequate facilities, to the satisfaction of the Council, are provided for the storage, collection and disposal of all waste and shall ensure that all common areas of the premises and all common external areas within the curtilage of the premises are kept in a clean, tidy and well-maintained condition to the satisfaction of the Council.

No	Condition
14.2	The licence holder shall be responsible for advising residents of the refuse collection day and for making arrangements for the presentation of wheeled bins for collection at the appropriate time and day.
15.0	**Prevention of Vermin**
15.1	The Licence holder shall ensure that the premises are maintained in such a manner and state of repair as to prevent infestation by vermin and shall be responsible for the treatment of any infestation of vermin or insects which arises from or within the premises.
16.0	**Prevention of Nuisance and Disturbance**
16.1	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. The licence holder must manage the property in such a way as to seek to prevent or deal effectively with any anti-social/nuisance behaviour by tenants or their visitors to anyone else in the HMO or in the locality of the HMO. This must be clearly detailed in the Tenancy/Occupancy Agreement.
17.0	**Other Matters**
17.1	The licence holder shall require to deal without delay with any other matter which in the opinion of an authorised person renders the premises to be unsuitable for use as an HMO or which presents an unacceptable risk to any residents.
18.0	**Public Liability Insurance**
18.1	The licence holder shall during the period of the licence hold third party liability insurance giving a minimum level of indemnity of FIVE MILLION POUNDS (£5,000,000)
19.0	**Records of Residents**
19.1	The Licence holder shall keep adequate and up-to-date records in accordance with Appendix 3 “Occupancy Agreements” of the Council’s Standards for Houses in Multiple Occupation. These records may be kept in paper or electronic form.
20.0	**Rent Receipts**
21.1	The licence holder or his or her agent shall require to record, date and sign all payments of rent in a rent-book which shall be provided to and retained by the resident, or shall issue a signed and dated written receipt to any resident who makes a rental payment. Alternatively the licence holder or his or her agent must provide receipts to the tenants in electronic form of all payments received.

No	Condition
21.0	**Rental Deposits**
21.1	The Licence holder shall apply to a Tenancy Deposit Scheme of a sum of money is held as security in connection with a tenancy or an occupancy agreement. *Further information on the currents scheme can be found at www.pkc.uk/housing/privatehousing/tenancydepositscheme*
22.0	**Emergency Services Contact**
22.1	The licence holder shall ensure suitable arrangements for the tenants to contact the emergency service are put in place. The tenants shall be notified of these arrangements as part of their tenancy agreement.
23.0	**Display of Licence etc.**
23.1	The Licence holder must make a copy of the licence, the licence conditions, the Councils Standards for HMOs and a copy of any current safety certificates, fire certificates and insurance certificates available to the occupiers within the premises where it can be conveniently read by resident. A notice advising residents of the location and availability of these documents must be displayed within the premises in a prominent position accessible to all residents.
24.0	**Occupancy/Tenancy Agreements**
24.1	The licence holder shall require to comply with his/her contractual obligations in terms of any occupancy/Tenancy agreement approved by the Council in terms of the Highland Council's Standards for Houses in Multiple Occupation.
24.2	All residents must be provided with written occupancy/tenancy agreements which meet with the approval of the Council. An occupancy/tenancy agreement which has been approved by the Council must not be altered unless the licence holder has received the prior written approval of the Council for any such alteration.
25.0	**Compliance with Statutory Requirements**
25.1	The licence holder shall comply with any statutory requirements (including, but not exclusively, those in terms of the Building (Scotland) and Planning, Food Safety, and Health and Safety Acts) which apply to the premises, it's contents or services provided there, including the requirements of any statutory requirement governing his/her role as a landlord. Failure to comply with any statutory requirement shall not be regarded as a breach of this condition unless the Council or the Chief Fire Officer are satisfied that such breach affects or is likely to affect the health, safety, welfare or rights of the residents or others, or unless such breach otherwise contravenes any other condition of this licence.

No	Condition
26.0	**Requirement to produce on demand any policy, certificate etc.**
26.1	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.
27.0	**Requirement to retain records**
27.1	The licence holder shall require to retain any record, document or certificate 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.
28.0	**Requirement to provide Information on Emergencies**
28.1	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.
29.0	**Repossession**
29.1	The licence holder must ensure that actions to secure repossession must be only by lawful means.
30.0	**Re-sale prices of gas and electricity**
30.1	The licence holder shall comply with the current regulations regarding maximum re-sale prices of gas and electricity supplied, as appropriate.
31.0	**Bedroom - Locks**
31.1	The licence holder should ensure that bedrooms are fitted with a lever latch and secured with a suitable lock and thumb turn mechanism or other appropriate locking mechanism.