



## **HOW TO COMPLETE THE HMO MANDATORY LICENSING APPLICATION FORM**

This guidance on completing the application form is numbered to correspond with the questions numbers on the application form.

### **House and Licence Holder Information**

1. A House in Multiple Occupation (HMO) is defined in the Housing Act 2004 and includes houses occupied by 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 and for the purposes of the Housing Act 2004 these are: husband, wife, cohabiting 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.

Please contact Corby Borough Council's private sector housing team if you need more information on 01536 464052.

2. Give the number of people including children who live in the house now and the number that you anticipate will live there in the future.

3. The applicant may not be the proposed licence holder but both must sign the application.

### **Proposed licence holder**

4. The licence holder needs to be the person who can authorise, organise and pay for essential repairs. They also must be available to tenants in case of questions or problems that arise with respect to the property. They must have the means to resolve them where reasonably practicable to standards required by the Housing Acts.

The proposed licence holder will normally be the landlord, but it may be a manager to whom the rent is paid to and has authority from the owner to effectively manage the property. Overall it is the person in control of the property.

A landlord may need to appoint a managing agent to control the property and hold the licence if they are not considered to be a fit and proper person. This licence holder should also have the authority to authorise and pay for works or repairs as they will be liable for any breaches of the licence.

Where managing agents act for the landlord a responsible person would again need to be nominated as licence holder, this would normally be someone in a senior position.

Organisations that are landlords must nominate an appropriate person to be the licence holder. This person will be responsible for ensuring that there are no breaches of the licence and therefore should hold a responsible position in the company (e.g. company secretary). Since a licence cannot be transferred to another person within a company, it is advisable that the nominated person has a permanent position. Alternatively, if a manager is employed, that person could be the licence holder if they have management responsibility and sufficient control of the property.

The following table provides a guide as to who is the most appropriate person to be the licence holder.

<b>LANDLORD (OWNER)</b>	<b>MANAGER</b>	<b>LICENCE HOLDER</b>
Sole management responsibility.	None	Landlord
Receives rent, undertakes management and maintenance.	Deals with tenancy matters only.	Landlord NB both needs to be 'fit and proper'.
Receives rent from manager.	Deals with tenancy matters, general management, repairs and authorise works and make payments associated with the management of the property.	Either, although landlord preferable in case of change of manager. NB both need to be 'fit and proper' if landlord is licence holder, otherwise managers only.

As above, but resident abroad.	Deals with tenancy matters, general management, repairs and maintenance with ability to authorise works and make payments associated with the management of the property.	Manager

**Persons with a legal interest in the property**

5. Give the names and addresses of anyone with a legal interest in the property such as freeholders, leaseholders with lease over 3 years. Where the landlord is resident with their family, those named on the property title deeds should be given. This information is required to ensure that the proposed licence holder is the most appropriate person to hold the licence.

**Manager details**

6. All managers must complete the fit and proper person declaration and be considered fit and proper persons by the local authority in the same way as the licence holder. Please name here the manager or managing agents who are involved in the management of the HMO named in the application.

**Management Information**

7. Under the Housing Act 2004, the authority must be satisfied that the proposed management arrangements for the HMO are satisfactory before granting a licence. This includes consideration of whether everyone involved in the management of the HMO has a sufficient level of competence and whether the proposed management structures and funding arrangements are satisfactory.

Competence will be considered on an individual basis and is an issue that could result in a licence being refused. If the person concerned simply lacks experience or knowledge then this may be addressed by training. A condition relating to the training of licence holders and managers will be attached to licences.

**Code of Good Management Practice**

8. Compliance with the Code of Good Management Practice will help demonstrate satisfactory management arrangements to the local authority.

There should be a clear chain of management responsibility and sufficient funds available to the licence holder, to deal with any emergencies or issues that may require rectifying during the term of the licence. This may include general repairs or necessary remedial works required by the local authority to

satisfy improvement notices or licence conditions. In most cases, where there is a licence holder who is the only person involved in managing the HMO, this should be relatively straightforward. Where a licence holder owns a large number of properties, however, or where there are managing agents or a number of people involved in the management of HMOs then there should be provision whereby remedial actions can be dealt with quickly and effectively.

9. A written statement of terms and conditions must be provided to tenants. This is usually a tenancy agreement.

10. The name, address and telephone number of a contact for emergency repairs.

**Additional information about the applicant (optional)**

11. You do not have to provide this information to obtain a licence if you do not wish to.

a) Please state your ethnic group from the list below.

1. White British	9. Asian or Asian British Pakistani
2. White Irish	10. Asian or Asian British Bangladeshi
3. White other	11. Asian or Asian British other
4. White and Black Caribbean	12. Black or Black British Caribbean
5. White and black African	13. Black or Black British African
6. White and Asian	14. Black or Black British other
7. Other mixed	15. Chinese
8. Asian or Asian British Indian	16. Other

12. You do not have to provide this information to obtain a licence if you do not wish to.

a) Please indicate if you resident in the UK.

b) Please state the birth date of the proposed licence holder.

**Fit and Proper Person**

13. Before granting a licence under Part 2 the Council must be satisfied that the licence holder, manager and any other person involved in managing the HMO are fit and proper.

The Council must have regard as to whether the proposed licence holder, any person associated with the licence holder and involved in the management of the property, or manager, in any capacity, has committed any of the offences in the fit and proper person test and decide whether this is a relevant issue in determining whether the licence holder or manager are fit and proper.

In making a judgement on whether a person is fit and proper, the Council will have regard to contraventions of any provision of the law relating to housing,

environmental health or landlord and tenant law. Contraventions and unspent convictions must be declared to the local authority for the purposes of making this judgement.

An unspent conviction will not necessarily prevent a fit and proper judgement by the local authority. Each offence and any mitigating circumstances will be considered on their relative merits by a panel. Other relevant factors such as past history and membership of Council accreditation schemes will also be taken into account. The fit and proper person test takes into account the relevant history of an associate or former associate.

Commitment and adherence to the Code of Good Management Practice will also be considered as part of the Local Authority fit and proper person decision for the licence holder and any manager.

A Local Authority can revoke a licence if it no longer considers a licence holder, or anyone involved in the management of an HMO, to be fit and proper.

**14.** List here the address of each property for which you are the licence holder.

#### **Code of Good Management Practice**

**15.** Signing up to this code provides supporting evidence that the proposed licence holder will have satisfactory management arrangements in place for the property.

#### **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**

### **Property Information**

16. Please indicate the type of house, approximate age of the house and approximate date of conversion to an HMO if converted. A self contained flat in an HMO contains all accommodation and facilities required by the occupants often behind one access door off a common area.

### **Information on storeys**

17. Basement level includes any storey that is partly or wholly below street level. The ground level is usually the main entrance street level. The first floor is the first floor above ground level and so on.

Other partial floors or floors attached to the main building 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 (there are usually mezzanine floors beneath). A room (e.g. kitchen) could be located at lower level at the base of the stairway in a back annexe. In these cases the storey will be counted if this consequently means that any floor is 4.5m above ground level.

A mezzanine (a floor located between main floors) is to be counted as a storey if this means that one or more floor levels in the building are over 4.5m above ground level, this could be a floor in the main building or a partial floor used as a habitable room (bedroom, living room, dining room, kitchen/diner).

18. The number of letting units will be the number of households (see above).

19. Include the location and use of each room where it is necessary to travel through another room to reach the main fire escape route. This is usually the main stairs, landings and hallways, but if it is not, please give details.

20. Please describe the use of each room in the property and record the details in the table provided. The rooms should be grouped according to floor location which is to be recorded in the first column. You will need to check the enclosed HMO Amenity and Space Standards for facilities and enter a tick/number or a cross in the appropriate column according to whether or not the standard is met.

### **Fire Protection**

21. a) A licensed HMO must have fire precautions according to the licensing standard within 6 months. This will be a licence condition. See HMO Standards and Information Sheets for details.

If the property is without any fire detection, prior to the installation of the above System, it is strongly recommended that an interlinked system of battery smoke detectors is provided in the common parts and heat detectors in shared kitchens. Self contained flats should be provided with an individual smoke detector and bed sitting rooms with kitchen facilities with an individual heat detector.

b) Please indicate whether information on fire exit routes and any other fire safety training has been provided to the occupiers.

### **Electrical Safety**

22. The following are required as conditions attached to all HMO licences:

- a) a declaration on the safety of electrical appliance supplied by the landlord;
- b) an electrical installation periodic inspection and report carried out within the last 5 years.

The following qualifications and membership will be considered as evidence of an electrician's competence to provide a report:

1. *Registration with an approved scheme* enabling them to self certify under Part P Building Regulations, for example NICEIC's Domestic Installer Scheme and ECA's Electrotechnical Assessment Scheme

2. *Membership of one of:* -

ECA

NICEIC

JIB (as Approved Electrician)

3. *Have the following qualifications:* -

City and Guilds 2391 (Inspection, Testing and Certification)

AND one of the following:

a. If qualification was before publication of BS7671:1992 -

NVQ level 3 (Electrical Installation Work)

or City and Guilds 2360 Pt 2 (Electrical Installation Competences)

and City and Guilds 2380/81 (16<sup>th</sup> edition)

b. If qualification was after publication of BS7671:1992 -

NVQ level 3 (Electrical Installation Work)

or City and Guilds 2360 Pt 2 (Electrical Installation Competences)

c. Those with no formal training –

City and Guilds 2380/81 (16<sup>th</sup> edition)

### **Gas Safety**

23. Current (dated within the last 12 months) gas safety certificates for all landlord supplied appliances must be provided by a CORGI (Confederation of Registered Gas Installers) member.

Phone CORGI on 01256 372 300 for details of a registered service engineer in your area if you do not have one.

### **Furniture Safety**

24. The following types of furniture (if they contain upholstery) are included in the Furniture and Furnishings (Fire) (safety) Regulations 1988:

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 1<sup>st</sup> 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.

### **Notification of certain persons**

25. The notification of certain persons about the application is a requirement of Housing Act 2004 Regulations. The requirement to licence this property may have a significant affect on these people. The list of people notified in the declaration confirms that this has been done.