

Private Rented Sector Accreditation Scheme

Standards of Accommodation For Houses In Multiple Occupation



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DEFINITION OF A HOUSE IN MULTIPLE OCCUPATION

Definition:

The Housing Act 2004 has introduced a new definition of a House in Multiple Occupation (HMO). The new definition is detailed and complex. Generally a house in multiple occupation will be a property occupied by more than one household and more than two people, and may include bedsits, shared houses and some self contained flats.

Houses fully converted into self contained flats will generally not be HMO's provided that they were/are converted in accordance with the appropriate Building Regulation standards. This will, as a minimum be the 1991 regulations.

Generally the sole use of the property must be as an HMO, however Nuneaton and Bedworth Borough Council may declare the property to be an HMO where there is significant usage.

The Council has published information setting out "Standards in Houses in Multiple Occupation". The standards

refer to houses occupied as individual rooms where there is some exclusive occupation (usually bedroom/living room) and some sharing of amenities (bathroom and/or toilet and/or kitchen). Each occupancy being independent of all others.

The minimum standards for accreditation referred to in the information must be complied with. For any avoidance of doubt, where a landlord wishes a HMO to be accredited and the accreditation standard exceeds the minimum requirement specified in the "Standards in Houses in Multiple Occupation", the accreditation requirement shall take precedent.

Management Standards

In order for a property to be accredited it will be necessary for the 'person having control' to be considered as a fit and proper person to manage the property.

A 'person having control' will be disqualified for any of the following reasons:

- Conviction or caution for unlawful eviction and/or illegal harassment of tenants within the last 10 years.
- Conviction for mortgage fraud, housing benefit fraud or breach of house renewal grant conditions within the last 10 years.
- Failure to comply with a statutory notice served by the Council which has resulted in prosecution or the works being carried out in default within the last 5 years.
- Non-compliance with the provisions of the Nuneaton and Bedworth Private Rented Accreditation Scheme.
- In the event of serious and substantiated complaints from tenants or members of the public.

'Person Having Control' is in defined in Section 263, Housing

Act 2004. In summary it means the person who receives the rack rent (not less than 2/3rds of the full net annual value of the premises) whether on his own account or as an agent or trustee for another person. [See legislation for full definition]

At the commencement of the tenancy, the landlord will supply the following information to the tenant:

1. Name, daytime address and telephone number(s) of owner, landlord, agent or manager as appropriate. In the case of an HMO this information shall be displayed in a common area, and reference must be made to the Council's published HMO standards and guidance.
2. Telephone number(s) for contact in event of Class 1 emergency (as defined below). This will be a nominated person who has the authority to take the appropriate action.
3. A copy of the Nuneaton and Bedworth Private Rented Accreditation Scheme Standards appropriate to the property.
4. A copy of the Tenancy Agreement.

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| <p>5. A copy of the Certificate of Accreditation.</p> <p>6. A copy of the valid Gas Safety Certificate.</p> <p>7. A copy of the valid Electrical Safety Certificate¹.</p> <p>8. A copy of the Energy Efficiency Rating Certificate (for new tenancies that commence on or after 1 October 2008)</p> <p>9. An inventory of landlord's fixtures and fittings, signed by the landlord and tenant.</p> <p>10. Where furnished, on the inventory, the written agreement of the tenant to the omission of any furnishings from the list of entitlement.</p> <p>11. If a deposit is paid the landlord or agent must protect the deposit using an approved tenancy deposit scheme and provide information to the tenant within 14 days of the deposit being paid.</p> <p>12. The landlord must make the tenant aware of any rules and regulations</p> | <p>covering the property and common areas.</p> <p>13. Information indicating the location of any gas taps, water stop taps, and electrical fuse boxes and switches.</p> <p>14. Procedure to be followed in the event of a complaint (other than repair).</p> <hr/> <p>Landlords or their agents undertake to:</p> <p>14.1 Within 4 weeks of receipt of any written complaint from a tenant (or their representative) rectify any breach of the accreditation standards or, in the alternative, within 14 days, enter into correspondence with the tenant or their representative where the complaint is refuted, stating the reason(s) why the complaint is refuted.</p> <p>14.2 Where a complaint is refuted by the landlord, and in the view of the Council the complaint is substantiated, if the circumstances warrant, the landlord or agent shall be</p> |
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suspended or expelled from the Accreditation Scheme

review of the decision by a Review Panel.

14.3 The landlord or agent shall have the right to request a

15. Procedure to be followed in the event of repairs being required

1 A periodic inspection report must be obtained at least every five years or on a change of tenancy. Where a change of tenancy occurs after short period (e.g. six months) it is most important that an electrical safety inspection is made prior to re-letting. This inspection should include checks to ensure that there are no broken or missing accessories, no accessible live parts, no sign of burning at electrical sockets or equipment and a manual test of RCDs.

The procedure shall be as follows:

Following notification by the tenant to the landlord of the need for repair, these repairs shall be either rectified or procedures put into place to rectify the problem within the following timescales and the tenant notified of the action taken.

Class 1 - Emergencies
(immediately)

- 1. Gas leaks
- 2. Fire
- 3. Severe water leaks/flooding

Class 2 - Emergencies
(within 24 hours)

- 1. Problems with mains electricity

- 2. Defective drains/sewers/toilets
- 3. Severe structural damage
- 4. Broken front or rear door locks and to individual rooms where applicable
- 5. Complete breakdown of heating system
- 6. Interruption of hot or cold water supply

Class 3 - Urgent
(within 5 working days)

- 1. Replacing broken windows after initial boarding up
- 2. Broken refrigerators, cookers, freezers
- 3. Broken beds
- 4. Severe dampness
- 5. Faulty flush on toilets
- 6. Faulty boilers
- 7. Minor water leaks
- 8. Loose fitted carpeting

9. Repairs to lighting and electrical fittings
10. Broken vacuum cleaners
11. Infestations of rodents or insects

Class 4 - Non urgent

(within 2-4 weeks)

1. Missing roof tiles (unless severe, then “emergency”)
2. Blocked gutters
3. Broken door handles and window latches
4. Broken furniture (other than beds)
5. Faulty door hinges (internal)
6. Broken tiles
7. Dripping taps
8. Any other repair of landlord’s fixtures and fittings not otherwise specified
9. Broken down fences

Where the landlord and tenant dispute the need for a repair the procedure outlined in Clauses 13.1 to 13.3 of these Management Standards shall be followed

Procedure to be followed for access by the landlord to inspect or repair the property

In the event of the landlord requiring to visit the premises for the purpose of inspection or

carrying out work the landlord must give reasonable notice. This notice shall be an absolute minimum of 24 hours (except in the case of an emergency). The timing for such visits must be mutually agreed.

Nothing in these Standards shall affect a tenant’s rights and available remedies under the general law. The statutory duties and powers of the Council shall remain unaffected by the operation of this scheme.

**Standards Applicable to
HOUSES IN MULTIPLE
OCCUPATION
PHYSICAL STANDARDS**

Repair

The dwelling and, where applicable, common areas of the building shall be maintained in a reasonable state of physical and decorative repair, both internally and externally, having regard to its age and character. The dwelling must be free of category 1 hazards as defined by the Housing Health and Safety Ratings System.

Stability

The dwelling and every part of it shall be structurally stable so as not to present a safety or health hazard.

Dampness

The dwelling shall be free from significant rising and penetrating damp, and condensation and mould growth caused by any construction characteristics of the building.

Space Standards

One-person units of accommodation

- (i) **One room units:**
13m² including kitchen facilities

10m² where provided with separate shared kitchen.

Shared kitchens shall provide 3m² per household using the facility.

(ii) **Two or more roomed units:**

Each kitchen	4.5m ²
Each living/kitchen	11m ²
Each living room	9m ²
Each bedroom	6.5m ²

Two or more person units of accommodation

(iii) **One room units:**

13.22m² including kitchen facilities
10.22m² (110 ft²) where provided with separate shared kitchen. Normally only suitable for two or more persons who are married couples or cohabitantes. In other cases for two persons only 20.5m² excluding kitchen facilities.

(iv) **Two or more roomed units:**

Each kitchen	4.5m ²
Each living! Kitchen	15m ²
Each living room	12m ²
Each living/bedroom	14m ²
Each bedroom	10.22m ²

These figures are based on a two-person occupancy living as

one household. For occupancies of more than two persons reference should be made to Table 1 of the Sixth Schedule of the Housing Act 1985 when considering the permitted number to use the house for sleeping (see Section 325 and 326, Housing Act 1985. The minimum room size for two persons is 110 ft² (10.22 in²).

(v) Shared kitchens shall provide 3m² per household using the facilities.

(vi) For emergency housing of homeless families rooms to be minimum of 10.22m² and occupied by not more than 2 units.

NOTE:	
Person 10 or over	1 unit
Child 1 to 9	½ unit
Baby 0 to 1	no account taken

Facilities for the Storage, Preparation and Cooking of Food

Shared kitchens shall not be more than one floor distant from the occupancies using them.

Each single persons household shall be provided with a dry goods storage area of 0.3m³ (minimum). A refrigerator of 0.13m³ (minimum) shall be provided in the letting with a dedicated socket. If in a shared kitchen the facilities shall be lockable.

A securely fixed worktop of adequate size shall be provided in every kitchen. Work surfaces to be a minimum of 0.3m² per household (0.5m x 600 mm) and be readily available for food preparation. Adjacent to the work surface, and in addition to a cooker point, there shall be a minimum of two electric power points, with an additional socket for each extra household sharing the kitchen.

Where each separate occupancy is provided with a cooking appliance, the minimum acceptable appliance is two rings or hot plate with either a grill or an oven.

Where cooking facilities are shared there should normally be one full sized cooker (4 rings or hot plates, grill and oven) for every three small households.

Shared sinks are to be provided in the ratio of 1 sink: 3 small households. Each sink shall be provided with a proper drainer and a supply of hot and cold running water. (The cold water is to be drawn from a rising main).

Space Heating

In any common living room and in each individual let there shall be the provision of heating appliances capable of maintaining the room to a temperature of 21°C. The provision, and any heating provided elsewhere, must be safely designed, fixed and be so sited and guarded as to minimise the risks to health and safety. No form of heating other than water or oil filled radiators may be employed in any part of a fire escape route not used for living purposes.

Sanitary Conveniences

For up to an including 5 people, there shall be a suitable and properly located internal WC. Where there are more than 5 persons sharing, it is required that half of the shared WCs are located in separate compartments from the bath or shower.

External WCs are not to be taken into account when assessing the

adequacy of facilities provided.

Personal Washing Facilities

Preferably, each separate occupancy shall be provided with its own bath or shower in a proper room. Where this is not possible, every person, irrespective of age, shall have unrestricted use of a bath or shower, installed in a separate room readily accessible from within the building. Amenities shall be provided as per the schedule in the table below:

SCHEDULE OF AMENITY PROVISION IN RELATION TO NUMBER OF PERSONS

1 to 4 Persons

- No requirement for wash hand basin (WHB) in sleeping rooms.
- At least 1 bathroom and 1 WC (the WC may be within a bathroom)
- WHB not required in bedrooms

5 Persons

- 1 WHB required in each sleeping room plus
- 1 Bathroom AND
- 1 separate WC with WHB (but WC can be contained in a second bathroom)

SCHEDULE OF AMENITY PROVISION IN RELATION TO NUMBER OF PERSONS

6-10 Persons

- 1 WHB required in each sleeping room plus
- 2 Bathrooms AND
- 2 separate WCs with WHBs (but one of the WCs can be contained within one of the bathrooms)

11-15 Persons

- 1 WHB required in each sleeping room plus
- 3 Bathrooms AND
- 3 separate WCs with WHBs (but the WHBs can be contained within 2 of the bathrooms)

Ideally a wash hand basin should be located in, or adjacent to, each WC compartment. Where a sink is provided within the unit of accommodation, and a wash hand basin is adjacent to each WC, then it is not necessary to provide a wash hand basin within the unit of accommodation.

Natural and Artificial Lighting
All habitable rooms, including kitchens with dining/living space, shall have an adequate level of natural lighting. This will

be provided via a clear glazed window(s) and/or door(s). Normally the glazed area must be equivalent to at least one-tenth of the floor area.

Windows to bathrooms and WC's are to be glazed with obscure glass.

Adequate electric lighting is to be provided to all habitable rooms, staircases, landings, passages, kitchens, bathrooms and WC's. On stairways, landings, corridors or passageways two-way switches or timed switches must be provided where necessary, to illuminate the direction of travel and to allow adequate time for traversing.

Ventilation

All habitable rooms and kitchens need to have an adequate floor to ceiling height (normally 2.3m (7'6") and in rooms with a sloping ceiling (such as attics) a height of 2.3m over at least half the floor area).

All habitable rooms, including kitchens with dining/living space, need to be adequately ventilated. This is to be done directly to the outside by a window(s). The window(s) must be capable of being opened to an adequate

extent (normally defined as being an open area equivalent to one-twentieth the floor area of the room). Normally, some part of the opening also needs to be at least 1.75m (5'9") above the floor level of the room. Working kitchens, bathrooms and WC's must comply with the above, or be fitted with mechanical ventilation providing a minimum of three air changes per hour, operated from the lighting circuit of the room and having a 15 minute overrun.

Note: Suitable and sufficient permanent ventilation, as per current Gas Safety Regulations, must always be provided and maintained in any room in which there is a gas-heating appliance.

Drainage

The dwelling shall be provided with an effective system, both above and below ground for the drainage of foul, waste and surface water.

Health and Safety

Electrical - The Landlord must provide, in respect of the electrical mains supply, a current safety certificate (Periodic Inspection Report) by NICEIC or ECA registered contractor. In

all circumstances an inspection must have been carried out within the last five years. Any work carried out since the issue of a safety certificate must be supported by the relevant test certificate for that work.

Gas

Yearly certificate provided by registered Gas Safe contractor. Any work carried out since the issue of a safety certificate must be supported by the relevant test certificate for that work.

Furniture

Upholstered furniture to meet Furniture and Furnishings (Fire) (Safety) Regulations 1988, with labels attached or proof of purchase from new (after March 1990) required.

Security

All final exit doors shall be fitted with a 5-lever mortice lock or equivalent with "thumb turn" exit without the use of a key.

Fire Safety

Fire precautions and means of escape from fire must achieve the standards specified by the Council, in consultation with the Fire and Rescue Service.

Furnishings and Fittings

All furnishings and fittings provided must be of a reasonable standard and comply with current legislation. Reference must be made to the list of “Tenants’ Entitlement to Furnishings and Fittings”, which describes the Standards for furnished and part furnished lets.

Tenants Charter

Every tenant of an accredited property has the responsibility to:

Where the requirements of “Tenants Entitlement to Furnishings and Fittings are not met in full, and there is no written agreement by the tenant to a lesser provision, the let must be described as part furnished. This could mean that the landlord provides some furnishings and fittings.

Gardens

If the tenant is not responsible for the garden, then the landlord must ensure the garden is kept in a reasonable condition throughout the tenancy.

Yards to be treated with suitable residual weed killer once a year if appropriate.

Provision for a clothes line.

Rear yard is to be reasonably secured with properly operating rear gate if not fully enclosed.

Secure fences/wall/hedges.

Flooring

All rooms, stairs and landings to be carpeted, or provided with a floor of decorative and serviceable finish. This is to be provided in a clean and good state of repair.

Space Heating

The main living room shall be provided with a form of heating capable of heating the room to a temperature of 21oC. This provision must be safely designed, fixed and be so sited and guarded so as to minimise the risks to health and safety. If heating is provided elsewhere it shall be fixed.

Insulation

Unless inaccessible, roof spaces are to be provided with loft insulation to a minimum thickness of 100mm (4”). Storage tanks and pipework within the roof space shall be properly insulated. Hot water cylinders shall be insulated with 75mm jacket or 35 mm foam or their equivalent.

An Energy Performance Certificate must be available for the tenant.

Services

Access to Services

The dwelling must have a functioning internal water stop tap to which the tenant has unrestricted access.

The tenant must have unrestricted access to a gas stop tap and an electrical mains switch for the purpose of isolating the main supplies to the dwelling or individual accommodation.

The tenant must have unrestricted access to the consumer unit for the purpose of replacing fuses, resetting circuit breakers or isolating part of the supply.

The tenant must have access to all meters measuring service usage for which he has responsibility for payment where such payment is dependent upon the meter readings.

The tenant must have unrestricted access to all card or coin meters supplying services for which the tenant is paying directly.

Meters operated only by way of tokens for which the tenant must purchase from the landlord are not permitted.

Power Supply

The main living room must have at least three 13-amp sockets, with four sockets in the kitchen or kitchen area and two sockets in other habitable rooms.

Water Supply

Each occupancy shall be provided with a supply of cold running water suitable for drinking purposes either directly from the rising main, or by such other means that are in accordance with the applicable regulations and situated over the kitchen sink.

Refuse Storage

A “Wheelie Bin” provided by the Council, appropriate to the number of occupants is to be located on hard standing with suitable access.

Tenants Charter

Every tenant of an accredited property has the responsibility to:

1. Pay the agreed level of rent when it falls due.
2. Treat the landlord, or his/her

- agent, and neighbours with courtesy and respect, and to observe their rights.
3. Respect the property and contents and not cause damage.
 4. Not bring into, or cause to be brought into, the property any furnishings which do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
 5. Inform the landlord of any faults and repairs as soon as they become apparent.
 6. Give written notice to terminate the tenancy after the fixed term of the tenancy agreement has expired.
 7. Allow access to the landlord upon reasonable notice (except in the case of an emergency) to inspect the property and carry out necessary works.
 8. Provide the landlord or his/her agent with all such information as s/he may require for the purpose of his/her duties. Consideration should be given to providing contact details of a friend or relative in case of emergency.
 9. Comply with any reasonable arrangements made in respect of means of escape in case of fire or other precautions, for the storage and disposal of refuse, and the maintenance of all common parts in good order.
 10. Not to undertake alterations or repairs (except in the case of an emergency) which are the responsibility of the landlord without prior agreement by the landlord.
 11. Take all reasonable precautions to protect health and safety of persons entering the building or land.
 12. Not to enter into, or amend, a contract with the utility companies unless the tenant has the duty or authority to do so.

Every tenant of an accredited property has the right to:

1. Be treated with courtesy and respect and to have their rights observed.

2. The minimum legal notice when the landlord wants the tenant to vacate the premises. Such notice shall always be given in writing.
3. Uninterrupted provision of mains services. A service might on occasion be interrupted by a utility, but must not be interrupted by the landlord unless repairs are being carried and notice should be given if possible.
4. Maintenance of the property in a reasonable state of repair within the landlord's responsibilities.
5. Notice of at least 24 hours if the landlord wishes to inspect the property or carry out works except where the works are of an emergency nature.
6. Provision of a written signed Tenancy Agreement that includes the agreed rent level and the landlord or agent's name and address.
7. A rent book where applicable and in all other circumstances a record of rent paid must be kept by the landlord and made available to the tenant on

request. Receipt to be issued for any payment made.

8. Information on the operation of the tenancy deposit scheme if a deposit has been paid.
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TENANTS' ENTITLEMENT TO FURNISHINGS AND FITTINGS

A landlord may not wish to place furniture in a property until just before the tenant moves in, but would wish to market the property as "accredited furnished accommodation". When let furnished a tenant would normally be entitled to have furniture provided to standard set out below and the furniture so provided must be in a clean and reasonable condition. A tenant may, however, by written agreement, agree a lesser provision by the landlord where, for instance, they would wish to provide some furnishings and fittings themselves. It is the responsibility of the landlord to obtain this written and signed agreement. Where the items listed below are not provided in full and there is no written agreement to a lesser provision, then the property shall not be described as being "accredited furnished accommodation".

Items must be listed in an inventory.

All furnishings provided by the landlord must conform to the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

The tenant shall not bring into, or cause to be brought into, the property any furnishings which do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

The tenant should confirm with the landlord or his agent the extent of any furnishings provided in “accredited part furnished accommodation”.

Disclaimer

Individuals/tenants must always satisfy themselves as to the standard of their accommodation. Nuneaton and Bedworth Borough Council neither guarantees or warrants its condition and accepts no liability if the tenant finds the accommodation wanting, notwithstanding that the property may be accredited under the Nuneaton and Bedworth Borough Council Private Rented Sector Accreditation Scheme.

Adoption of the Nuneaton and Bedworth Borough Council Private Rented Sector Accreditation Scheme and compliance or non-compliance with the provisions of the scheme do not affect the statutory rights of people seeking housing. Nuneaton and Bedworth Borough Council reserves the right at any time to amend the content of the scheme or the standards therein or its operation.

Nuneaton and Bedworth Borough Council shall not be liable to any person or persons for any information contained within the Nuneaton and Bedworth Borough Council Private Rented Sector Accreditation Scheme or supplemental document, or reliance upon it for any loss, damage (including personal injury or death) or any disputes, proceedings or claims by or between any person or persons (and whether or not including against the Council) whatsoever or howsoever arising from any information therein contained or any supplemental document pertaining thereto.

Item Throughout Property:	Standard	Furnished	
		Part	Whole
Flooring	All rooms, stairs and landings to be carpeted, or provided with a floor of decorative and serviceable finish.	Y	Y
Lighting	All habitable rooms, hall, stairs and landings, kitchens, bathrooms and WC compartments to have at least one ceiling or suitably located wall lighting fixture.	Y	Y
Bedroom(s):			
Bed	Double or single bed with firm, unmarked mattress.	N	Y
Wardrobe	Wardrobe with hanging rail	N	Y
Chest of drawers or dressing table		N	Y
Curtain Rails	Unless Blinds	Y	Y
Bathroom:			
Toilet roll holder		Y	Y
Towel rail or Hook		Y	Y
A mirror		N	Y
A toilet brush and holder		N	Y
Curtains or Blinds	Curtains or blinds with obscure glass in window(s)	Y	Y

Item	Standard	Furnished		
Living Room/ Lounge/Dining Area:		Part	Whole	
	Television Aerial or	Fit for the purpose	Y	Y
	Cable or Satellite point			
	Dining Table	Appropriate to size of the dwelling	N	Y
	Dining Chairs	Appropriate to size of the dwelling	N	Y
	Easy chairs/sofas	Appropriate to size of the dwelling	N	Y
	Curtains or Blinds	Curtains to close easily and completely cover the windows	Y	Y
	Curtain Rails	Unless Blinds	Y	Y
	Kitchen:			
	Cooker Point	In furnished properties, the cooker point will be in accordance and appropriate to the cooker supplied.	Y	Y
Cooker	Conventional cooker or arrangement shall be supplied, appropriate to the size of the dwelling, which will provide use of grill, oven and rings.	N	Y	
Fridge or Fridge/Freezer	Appropriate to size of dwelling	N	Y	
Curtains or Blinds	Net Curtains or blinds	Y	Y	
		N	Y	

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Sector Accreditation Scheme or supplemental document, or reliance upon it for any loss, damage (including personal injury or death) or any disputes, proceedings or claims by or between any person or persons (and whether or not including against the Council) whatsoever or howsoever arising from any information therein contained or any supplemental document pertaining there to.