

SPECIFICATION
FOR
PRIVATE SECTOR ACCOMODATION

London Boroughs of Brent, Barnet, Ealing, Hammersmith & Fulham, Hillingdon, Hounslow, Lewisham, the City of Westminster and the Royal Borough of Kensington & Chelsea.

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1 Introduction

- 1.1 This schedule sets out the specification for the Council's Private Sector Accommodation Scheme hereafter called "the **Scheme**".
- 1.2 We are seeking affordable family accommodation in locations outside the M25 within 120 miles travelling distance from Central London. The accommodation is required to have good access to local amenities and public transport and be suitable for families who may be moving from culturally and ethnically diverse communities. As a consideration for the accommodation, for properties within 50 miles of Charing Cross station in Central London we will pay providers the relevant Local Housing Allowance plus a management fee of £45 per week. For properties more than 50 miles from Charing Cross station, the management fee will be £35 a week. The management fee is subject to review (upwards or downwards) by Brent Council and its partnering authorities that are permitted to use the DPS, on an annual basis to ensure this fixed price provides value for money to the Councils.
- 1.3 The following definitions are part of this Specification:

"The Council"

Means the London Borough of Brent, Barnet, Ealing, Hammersmith & Fulham, Hillingdon, Hounslow, the City of Westminster or the Royal Borough of Kensington & Chelsea as appropriate. There may be minor variations between boroughs policies and procedures

"Contract"

Means the Dynamic Purchasing Agreement and Call-Off Terms and Conditions

"Contractor" means service provider who has provided accommodation to the Council under this scheme

"Management Fee"

Means the weekly fee per property for the management of properties payable by the Council to the Contractor agreed by the Council as part of the Contract tender

"Method Statement"

Means the detailed proposals and procedural arrangements for meeting the requirements of the Contract and Specification provided by the Contractor and approved in their final form by the Council as part of the tender and deemed to be incorporated within this Specification.

"Normal working hours"

Means Monday – Friday 9am to 5pm

“Notice of Availability”

Means a written notice served by the Contractor upon the Council stating that a property is available for and fit for letting or re-letting upon a specified date.

“Property Manager”

Means person employed by the Contractor to manage the properties

“Licence”

Means a contractual non-secure licence between the Council and a Licensee for the occupation of a property provided by the Contractor in pursuance of this Specification. A non secure Licence Agreement is set out in Appendix 1

“Licensee”

Means a person who is granted a licence in pursuance of this Specification.

“working day”

Means any day of the week from Monday to Friday inclusive but excluding those days declared as bank holidays in the United Kingdom.

“Void Period”

A period during which a Property remains unlet

2 Management Agreement

The terms governing the Contractor’s management obligations under the Specification are as set hereunder and within the Call-Off Terms and Conditions.

3 The Allocation Team

In the Council, the Allocation Team is responsible for providing housing to eligible households, including those households whose homeless applications are being assessed.

4 The Council’s Authorised Officer and the Contractor's Representative

The Council’s Authorised Officer (“AO”) and the Contractor's Representative (“CR”) shall be as defined in the Contract.

5 Minimum Property Standards

- 5.1 Appendix 2 contains the minimum property standards that the properties are expected to meet before they can be accepted for the Scheme. Contractors need to ensure that all properties meet the required property standards at all times, whilst occupied.
- 5.2 The Contractor shall ensure that all fixtures, fittings, items and furnishings in the properties, comply with all relevant regulations as exist from time to time including:

Gas Installations – Gas Safety (Installation and Use) Regulations 1998

Electrical Circuits and Equipment – 17th Edition NIC/EIC Certificate (IEE Regulations)

6 Certificates/Approvals

- 6.1 The Contractor will ensure that all properties accepted by the Council for the Scheme shall have a valid electrical safety certificate, a Gas Safe gas safety certificate and an Energy Performance Certificate. These should be made available on request to the AO.
- 6.2 All properties accepted for the Scheme shall have adequate buildings insurance and shall provide a copy of the insurance policy to the AO upon request.
- 6.3 The Contractor must ensure that they have requested proof of planning permission and/or building control approval from the property owner, in particular for properties that are non-standard conversions or buildings, to ensure that the property is not an illegal dwelling. If the Landlord is not able to provide the relevant permissions, the Contractor must take all reasonable steps to contact the relevant Authorities to confirm that the property meets the required standards otherwise should not lease the property to be offered under the scheme. Such documents should be included in the general certificate package sent to the Councils on the Dynamic Purchasing System Agreement.
- 6.3 All properties accepted for the Scheme shall adhere to current fire regulations. All furniture shall comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire Safety) Regulations 1993. Half-hour fire check doors shall be fitted to kitchens and proprietary residential smoke detectors are to be provided for all dwellings.
- 6.4 The Contractor will be required to provide the AO with proof that the owner/letting agent of the property is able to enter into an agreement with the Council on request.
- 6.5 The Contractor shall ensure that all properties put forward for acceptance on the Scheme are registered for the payment of Council Tax.

7 Nomination and Letting Process

- 7.1 The Contractor must notify the Council once a property is ready for letting, preferably 2 days before it is ready, by emailing a Notice of Availability Form (see Appendix 3), welcome pack (see paragraph 8 below) , photos of each room of the property, the front and back

elevation and floor plans, if available to the Council. The Contractor will include an appointment time for viewing on the notice of availability.

- 7.2 The Contractor may be required to have all their potential properties for the scheme inspected and approval may be required by the AO. The Contractor shall cooperate in arranging prompt inspection appointments for all property inspections. Any works requested by the AO must be satisfactorily completed before a property can be deemed ready for letting. The Council reserves the right to refuse to nominate a household to a property if it appears that the condition of or the conditions at the property fail to meet the required property standard.
- 7.3 Once the Council has accepted a property offered by the Contractor, it will enter into a head licence agreement (see Appendix 1 for template) with the Contractor and start to pay the licence fee from the day the property is ready for letting, whether or not the property has been let
- 7.4 The Council shall provide a Nomination Form (*Appendix 4*) containing the following information about each household to be nominated:
- Names of Licensee and family
 - Current Address
 - Household details
 - Other essential background information concerning the Licensee and family circumstances relevant to their housing requirements (so as to reduce the risk of inappropriate nominations by the Council)
 - Details of furnishings to be supplied, if applicable
 - Licensee's telephone number
- 7.5 The Contractor shall ensure an accompanied viewing of the property with the nominated household. If required they will meet the household at coach or train station and take them to view the property.
- 7.6 The Contractor shall advise the Council by e-mail on the same working day of the accompanied viewing of:
- The date of the viewing
 - Full details of the property offer, and whether such offer has been accepted or refused. If refused the reasons stated by the Licensee must be given;
- 7.7 If the prospective licensee(s) views the property and does not believe that the offer is suitable for their requirements, they have the opportunity to request a review. The Council's Homeless Assessment Officer shall consider this and make a decision as to whether the offer is reasonable.

- 7.8 The Council will be responsible for the signing up of the licence agreement, assisting with the completion of and processing the housing benefit form.
- 7.9 The Contractor shall undertake a further inspection of the property within seven working days of the agreed date of occupation of the property to ascertain if the Licensee is satisfied or experiencing any problems. If access to the property is not provided or if occupation has not commenced the Contractor shall immediately notify the Council. For the avoidance of doubt the Contractor should check that all utilities have been transferred into the Licensee's name from the start of the licence agreement.
- 7.10 The Contractor shall issue two sets of keys to the property along with a welcome pack (as described in section 8 below) to the Licensee. The Licensee must sign a receipt for the keys that the Contractor shall keep on file.

8 Welcome Pack

Each Contractor shall provide the following information to the Council with the Notice of Availability and shall also provide the Licensee, a welcome pack from the commencement of the licence, with:

- The Contractor's name, address and telephone number.
- The name and contact details of the Licensee's Property Manager
- Contact details for repairs and maintenance (including the emergency repairs service).
- Out of hours emergency contact number.
- Responsibilities of the Contractor.
- Responsibilities of the Licensee.
- The Contractor's Complaints and Management Method Statement (as defined in section 11).
- Location map of the Contractor's offices and opening hours.
- The Contractor's accreditation details
- The Contractor's housing management policy
- Location of stop-cocks and meters
- Instructions on how to operate heating & hot water systems

In addition to the above, information on local facilities & amenities, including:

- GPs;
- hospitals;
- schools;
- public transport, including local bus routes, bus stops, train and coach stations;
- shops and supermarkets;
- post offices & banks;
- Job Centre Plus;
- faith & other community groups;
- places of worship;
- local authority offices;
- refuse and recycling collections;
- advice centres;

The Contractor will ask the licensee to sign to confirm that they have received the welcome pack

9 Repairs Performance

- 9.1 The Contractor shall be wholly responsible for carrying out all repairs to and maintenance of the properties and ensuring that the external appearance and cartilage of properties are clean and tidy both during and at the end of every licence and for maintaining the properties in good repair and condition.
- 9.2 The Contractor shall draw up an approved repairs method statement in accordance with and shall comply with this section 9 (the **Property Repairs and Maintenance Method statement**). Contractors shall submit their proposed Property Repairs and Maintenance method statement to the AO for approval, which will not be unreasonably delayed or withheld. Approval to the Repairs Method statement shall be a pre-condition to accepting any Properties from the Contractor under the terms of this Agreement.
- 9.3 The Contractors will be responsible for ensuring that repairs and maintenance to properties are carried out within the time scales required by this section 9. Repairs shall be carried out quickly and to a high standard with minimum inconvenience to Licensees.
- 9.4 The Property Repairs and Maintenance Method statement shall contain the following elements:

- a. The Contractor shall make the Licensee aware of the Contractor's property repairs and maintenance method statement and the Contractor's repairs policy. All repairs shall be allocated a reference number which shall be given to the Licensee.
- b. Repairs shall be prioritised in accordance with the Contractor's property repairs and maintenance method statement and the repairs priority list set out at Appendix 5.
- c. Licensees shall be told when the repairs will be carried out and if more than one visit to the property in question for the purpose of repairs is required, Licensees shall be informed of any delays and given new appointment times,
- d. The Contractor shall contact the Licensee after the completion of each and every repair to confirm that the work has been completed to the satisfaction of the Licensee.

9.5 Repairs shall be classed into three categories as follows: (*Appendix 5*)

Priority A Emergency Repairs:

- Priority A Repairs as defined in the Repairs Priority List. Maximum time for completion is 24 hours.
- If an emergency arises outside normal working hours the Contractor shall ensure that appropriate repairs are carried out in line with health and safety standards.

Priority B Repairs

- Priority B Repairs as defined in the Repairs Priority List. Maximum time for completion is 5 working days.

Priority C Repairs:

- Priority C Repairs as defined in the Repairs Priority List. Maximum time for completion is 28 working days.

Repair obligations, which are not mentioned in this list but are considered the responsibility of the landlord, will also need to be completed within a period of time deemed reasonable by the Council.

9.6 Contractors shall ensure that their Property Repairs and Maintenance Method statement meets the required timescales set out above. Contractors shall make appropriate arrangements where landlords fail to meet their repairing obligations. Contractors shall ensure that works are done within the required timescales set out above, regardless of whether a landlord is co-operating with the repairs process or not.

9.7 Contractors may charge Licensees for the cost of repairs caused by Licensee damage (i.e. not by normal wear and tear) although they shall still undertake repairs in such circumstances.

If damage by vandals has been reported to the police and there is no evidence to suggest that the damage was caused by the Licensee, their family or a visitor to their Property, the Contractor shall accept responsibility and carry out the repairs, once they have been given the crime reference number issued by the police.

10 Anti- Social Behaviour

10.1 Where a complaint is made about a Licensee's behaviour or the behaviour of a member of the Licensee's household or a visitor to the Licensee's household, the Contractor shall follow the process set out in section 11 below. The Contractor shall draw up an Anti- Social Behaviour method statement which will be subject to the Council's prior approval.

10.2 Once a complaint has been received, the Contractor shall investigate the circumstances and establish the facts. The investigation shall include an interview with the Licensee and, if possible, the complainant. This shall allow both parties an opportunity to discuss the complaint. A written record shall be kept of the interview and kept on the Licensee's file along with any supporting evidence.

10.3 The Contractor shall produce witness statements for use in court as required by the Council, to support action against licensees. .

11 Complaints

11.1 The Contractor shall provide to the AO for approval, a complaints and management method statement for both Licensees and third parties (the **Complaints and Management Method statement**). A summary of Brent's complaints policy is attached at *Appendix 6*. The other Councils will make copies of their complaints policies available on request. The Contractor shall draw up a Complaints and Management method statement in accordance with and to comply with this section 11 and section 12.

11.2 The Complaints and Management Method statement should provide for:

- a. The logging of every complaint
- b. The acknowledgement of receipt of a complaint in writing together with a copy of the Contractor's Complaints and Management Method statement,
- c. The intended action by the Contractor,
- d. The name of the designated person to deal with the complaint on behalf of the Contractor,

11.3 Licensee Complaints:

- a. The first point of contact for Licensees shall be the Contractor.

- b. The complaint shall be dealt with in accordance with the approved Complaints and Management Method Statement of the Contractor.
- c. If a Licensee considers that their complaint has not been dealt with satisfactorily by the Contractor, the Licensee may approach the Council. Contractors shall fully cooperate with any complaints investigation carried out by the Council.
- d. Landlord complaints shall be made to the Contractor. The Council will not normally intervene in contractual disputes between a landlord and the Contractor.
- e. The Contractor will inform the Council of any serious issues

12 Management

12.1 The Contractor shall visit the Licensee and inspect each property *at least once every month for the first six months and then at least once every two months*. The Contractor shall also visit and inspect any property in emergencies as deemed by the Council within 24 hours at the latest. The following items shall be checked, which should not be regarded as an exhaustive list:

Licensee

- Who is living in the Property?
- Are there any changes in the Licensee's circumstances/household?
- Advice on property issues e.g. condensation
- Are the terms and conditions of the licence being adhered to?
- Welfare of the Licensee – do they have any problems/concerns/support needs?

The Property

- Health and Safety issues e.g. are smoke alarms/carbon monoxide detector functional?
- General repairs – any outstanding repairs/maintenance issues to action

12.2 During each inspection, a licensee visit form shall be completed. At the end of the inspection the form should be signed and dated by the Licensee and the Contractor's property manager. Completed forms shall be kept on the licensee's file and a copy should be e-mailed to the AO within 48 hours.

12.3 Inspection visits shall normally be made at pre-arranged times. The Contractor shall not enter any of the properties without the permission of the Licensee, except in the circumstances set out below. The Contractor shall always carry and show to Licensees appropriate photographic identification when visiting a Licensee's Property.

- 12.4 If a Licensee is not in at a pre-arranged inspection time, then a card or letter shall be left asking the Licensee to contact the Contractor and a further visit shall be arranged as soon as possible. If the Licensee fails to contact the Contractor within seven days of the date of visit or fails to give access to the Property at the time of the re-arranged inspection visit, the Contractor shall write to the Licensee advising them to contact the Contractor within seven days. The letter shall remind the Licensee of their obligations under the Licence Agreement. The letter shall state that, if there is no reply within a further seven days of the date of the letter, the Contractor will assume that the Licensee is no longer living at the Property and will be deemed to have surrendered their Licence.
- 12.5 If there is still no response, the Contractor shall try and establish the whereabouts of the Licensee. They shall visit neighbours and ask them if anyone is in occupation and when they last saw the Licensee or members of their household. The Council should be advised straight away if a licensee has not kept an appointment or it is suspected that they are no longer living in the property.
- 12.6 If it appears that the Licensee has stopped living at the Property, and the Licensee has therefore surrendered their Licence Agreement, the Contractor shall attempt to gain access to the Property. In all cases of apparent abandonment the Contractor shall contact the Allocation Team. The Contractors shall ensure that at least two officers visit the Property together and that digital pictures are taken of the inside of the Property and any belongings found there. When the Licensee's belongings are removed from a Property, the Contractor will complete an inventory including photographic records made of them. The inventory shall note any damage or defects to any goods. The Contractor will arrange storage for 28 days and will give the former licensee a reasonable opportunity to collect their belongings within these 28 days. At the end of the 28 days, the Contractor will ask the Authorised Officer for permission to dispose of the belongings. The Contractor may recover the cost of storage from the former licensee.
- 12.7 If a Property is re-posessed without the Licence Agreement having been brought to an end and without a Court Order it could result in a prosecution for unlawful eviction and/or a claim for damages for trespass. Therefore Properties shall be re-posessed only after careful consideration and consultation with the AO.

Services and Council Tax

- 12.8 The Contractor shall ensure that the utility companies and the Council Tax Division of the Council are notified of the details of the occupancy of the property. The Licensee shall be responsible for all accounts in respect of gas, electricity, water and other services and Council Tax, except during void periods when the Contractor shall be responsible for these charges. Normally gas and electricity supplies should remain connected during void periods unless otherwise determined by the Contractor. The Contractor will have

responsibility for obtaining meter readings and final accounts for all utilities at the beginning and end of each Licence.

13 Performance Reporting and Monitoring

13.1 The Council shall require a Monthly performance report from the Contractor, in a form prescribed by the AO. Completed reports shall be submitted to the AO on or before the 15th of every month. *Appendix 8* contains the Template for the Monthly Key Performance Indicator Report. The Model template may be changed from time to time by the AO following consultation with the Contractor. In any case of dispute the decision of the AO shall be final.

13.2 Contract Liaison Meetings

Contract liaison meetings will be held between the AO and the Contractor. A template of a Contract Liaison Meeting Agenda is attached at *Appendix 9*. Further items shall be added to the agenda at the request of either party. Attendance of these meetings is compulsory, the frequency of these meeting will be determined by the AO; the dates for these meetings will be agreed in advance. The meetings will review the management performance of the Contractor and discuss operational issues such as property procurement.

14 Pets

Licensees may not keep any pets/animals in their property except if an animal is required for independent living (e.g. Guide Dog; Hearing Dog).

Where pets are allowed, Licensees are responsible for their pets and are liable for any damage caused by them. If a pet is damaging a property or creating a nuisance then the Contractor shall interview the Licensee and warn them to control their pet.

15 Transfers

Transfers will normally only be considered in exceptional circumstances for example, when the Licence expires or other hand back of property to the landlord, statutory overcrowding, changes in circumstances resulting in under-occupation, violence and/or harassment resulting in a risk to an occupant's health and safety or overriding medical reasons. All transfers, including those within the Contractor's own stock, require authorisation from the Council.

16 Domestic Violence

16.1 The Council requires its Contractors to deal with reports of domestic violence proactively and as a high priority. Please refer to the Domestic Violence Policy (see Appendix 10).

All Licensees reporting harassment or domestic violence shall be interviewed sympathetically, as soon as possible, in order to establish what has happened and to

evaluate any danger to the victim. Licensees reporting domestic violence shall be offered the option of being interviewed by an Officer of the same gender. If a Licensee has fled violence, Contractors shall take great care not to give any information relating to the Licensee's current whereabouts to the alleged perpetrator. The Contractor shall inform the AO as soon as possible of any reports of Domestic Violence.

17 Termination of Licence

- 17.1 If it is discovered after the Council takes a Licence of a property that the property does not meet the standards as represented by the Contractor, the Licence is null and void. Payment will be suspended and the Contractor shall repay any weekly charge paid by the Council
- 17.2 On discovering that a Licensee has vacated a Property, or if advised by a Licensee of their intention to vacate a Property, the Contractor shall notify the Allocation Team immediately. If the Licensee returns the keys, the Contractor shall issue them with a receipt and keep a copy for future reference. Contractors shall keep a record of how and when they gain possession of a Property, recording such details as when keys were returned or locks changed and how they came to be aware that a Property was empty.

18 Void Periods

- 18.1 The Contractor shall ensure that any vacated property is ready for re-letting as soon as possible.
- 18.2 The Contractor shall be responsible for any payment of rents to the Landlord.
- 18.3 The property will be classified as void on the date the property is vacated by the Licensee or when the Contractor is notified by the Council that the licensee has vacated the property. It is the Contractor's responsibility to ensure prompt return of the keys by the former Licensee. The Contractor shall take a full inventory including photos of and store any belongings of the household left in the property and seek advice from the AO. Refer to clause 12.6 for further details on action to be taken on storage and disposal of former licensee's belongings.

19 Payments to the Contractor (Rent)

- 19.1 Payments to the contractor are subject to review. At present the rents are set at the Local Housing Allowance for the Broad Rental Market Area (BRMA) area this property is in plus a management fee of £45 a week for properties within 50 miles of Charing Cross station in central London and £35 per week for properties further than 50 miles from Charing Cross station in central London.
- 19.2 The Contractor shall be entitled to the rent per property, including void periods for a minimum of 3 months. However, the rent shall cease being payable if the property is not

ready to let within 5 days of becoming void. The rent will become payable again on the date a property is ready to let.

19.3 The Council shall pay the agreed rent to the Contractor monthly in arrears. The Contractor will send the Council an invoice detailing all payments required in respect of each Property.

19.4 Where there is any dispute over payments, deductions or charges, the Council and the Contractor will seek to resolve the matter through discussion and negotiation. Where such negotiations are unsuccessful, the Council and the Contractor will follow the dispute resolution procedure as set out in the Call-Off contract.

20 Equal Opportunities and Customer Care

20.1 The Council expects and requires all Contractors to respect and adhere to the Council's Customer Care and Equalities Policy. Brent's policy is set out in *Appendix 11*. The other Councils' policies will be made available on request. The Council further requires the Contractor to adhere to the Equality & Human Rights Commission Code of Practice in Rented Housing.

20.2 The Contractor shall have its own policy and this shall be made available to the AO for inspection on request. Full details of the Equality & Human Rights Commission Code of Practice in Rented Housing as well as advice on Equal Opportunities Policies can be found on their website at website at www.equalityhumanrights.com.

20.3 All Contractor employees who visit Licensees in their property shall carry appropriate photo identification and show it to the Licensee in advance of entering their Property.

21 Landlord Accreditation Schemes

21.1 The London Landlord Accreditation Scheme (LLAS) was launched in July 2004. This Scheme grants London-wide recognised accreditation to landlords who undertake a basic training course and agree to adhere to the LLAS Code of Practice. Lettings agencies can gain accreditation if their Directors undergo the training. Otherwise accreditation is individual. Since out of London boroughs have joined the partnership, it is now also known as the UK Landlord Accreditation Partnership. The Council requires Contractors to gain LLAS, Midlands Landlord Accreditation Scheme (MLAS), Residential Landlords Association (RLA) or equivalent accreditation. Further information can be found at the LLAS website at www.londonlandlords.org.uk

22 Staff Criminal Record Checks

22.1 Contractors shall carry out Disclosure & Barring Service (DBS) checks on all Service Contractors' employees who may be required to visit Properties. The results of the check shall be made available to the AO upon request.

22.2 Further information can be accessed on the DBS website or by telephoning the DBS Help Line on 0870 90 90811.

23 Safeguarding

23.1 The Contractor is to be mindful at all times of child protection and safeguarding issues. If in the execution of any part of the duties specified in the contract the Contractor or any of its agents has any concerns with respect to the health, safety or well being of any household member or person observed within the accommodation, the concerns should be immediately reported to the Council which placed the household in the accommodation. If the placing Council does not acknowledge receipt of these concerns within 24 hours, then the Contractor should refer the same concerns to the Council where the accommodation is located. The Contractor is required to co-operate fully with any Council's reasonable request for information with respect to child protection and safeguarding issues.

23.2 Generally the Contractor is expected to be aware of the Safeguarding Vulnerable Groups Act 2006 with respect to employment of staff and the fact that other household members apart from children can be vulnerable. General information on safeguarding can be found at www.scie.org.uk, but should the Contractor have specific queries they should contact the placing borough for advice and assistance.

24 Delivering Notices to Quit and Attending Evictions

24.1 The Contractor will deliver Notices to Quit to Licensees on behalf of the Council, as instructed, for rent arrears and other breaches of the sub-licence agreement. The person who delivers the notice will complete and sign two copies of a Certificate of Service (template attached as appendix 12). The Contractor will email and post one original certificate to the Council

24.2 The Contractor will attend evictions.

25 Private Rented Sector Offers

The Council wishes to discharge their duty to homeless households, where possible through Private Rented Sector Offers. If a Licensee has been resident for 6 months or more, has not had any rent arrears and there have been no management or anti social behaviour issues, the Council would like the Contractor to consider offering an Assured Shorthold Tenancy to the Licensee in the same property or in an alternative property. This is not a requirement of the scheme but is something the boroughs would like to do, and would work with Providers to overcome any concerns they have.

APPENDIX 1

This is Brent's licence agreement. The other Council's agreements are the same with their name and address substituted for Brent's

HEAD LICENCE AGREEMENT

THIS LICENCE is made the day of 20

BETWEEN

(Hereinafter called 'The Grantor') of the one part

and

THE Mayor and Burgess of The London Borough of Brent (hereinafter called 'the Borough') of the other part

WHEREBY IT IS AGREED as follows: -

1. In this Licence the following expression shall have the following meanings: -

'The Premises'

'The Licence Period' From [INSERT] until [INSERT, CREATING A FIXED TERM]

2.1 In consideration of the payment of the sums specified in the First Schedule hereto (hereinafter referred to as 'The Licence payments') the Grantor grants the Borough a Licence to use the Premises on the terms and conditions herein contained for the Licence Period, and save for the provisions as to earlier determination contained within this Agreement.

2.2 The Premises are licensed to the Borough with vacant possession, for its use as temporary housing accommodation:

(i) in discharge of any of the Borough's functions under Part 3 Housing Act 1985 or Part 7 Housing Act 1996; and/or

(ii) to prevent any person from being or becoming homeless under Part 7 Housing Act 1996

In either cases pursuant to Sub-Licences to be granted by the Borough which will be non secure licences by virtue of paragraphs 4 and/or 6 of Schedule 1 Housing Act 1985.

2.3 Subject as hereinafter provided payment of the Licence payments shall be made in arrears at the end of every calendar month.

- 2.4 Payment of the Licence payments shall only be suspended during such **void** periods when the Premises are not being used by the Borough for the provision of temporary housing accommodation and the property is not ready to let within 5 days of it becoming void. The licence payment will become payable again on the date the property is ready to let.
- 2.5 In entering into this Licence there is no intention to confer exclusive possession of the Premises on the Borough or create any relationship of landlord and tenant as between the Grantor and the Borough or to create any form of partnership or joint venture. The Licence is personal to the Borough.

THE BOROUGH'S OBLIGATIONS

The Borough agrees with the Grantor as follows: -

- 3.1 To arrange payment of the Licence payments at the times and in the manner aforesaid and in the event of determination of this Licence to continue to make such payments until the Grantor is given vacant possession of the Premises.
- 3.2 To use its reasonable endeavours to ensure that any occupier of the Premises does not cause a nuisance or annoyance to the owners or occupiers of neighbouring premises and upon the reasonable request of the Grantor to undertake to remove any such occupier.
- 3.3 To use the Premises solely for the purposes of providing temporary accommodation for the homeless or to prevent homelessness and to do so insofar as practicable and appropriate on the basis of the form of Sub-Licence set out in the Second Schedule to this Agreement.
- 3.4 Not to occupy or permit occupation of the Premises for any other purpose or on any other basis and not to do or permit anything to be done whereby the Borough creates any form of sub-licence of the Premises.
- 3.5 Not to make any alterations or additions to the Premises.
- 3.6 On the expiry or termination of this Licence to yield up the Premises to the Grantor.

GRANTOR'S OBLIGATIONS

The Grantor agrees with the Borough as follows: -

- 4.1 To keep all structural parts and the exterior of the Premises (including the roof, gutters, drains and exterior pipework) in a reasonable state of repair.
- 4.2 At all times to keep the Premises free from rising damp and from fungoid or other infestation that materially affect the Premises.
- 4.3 To keep any stairways corridors or entrance halls that service the Premises properly cleaned and lighted and adequately maintained at all times.
- 4.4 To keep in repair and proper working order all installations in the Premises for the supply of water gas and electricity including basins sinks baths and sanitary apparatus but not including other fixtures fittings and appliances for making use of the supply of such services.
- 4.5 To keep in repair and proper working order the installations for the heating of water and the heating of the main living room of the Premises save that where a central heating system exists to maintain this by way of a service agreement with a Gas Safe accredited contractor.

- 4.6 To inspect the Premises on a regular basis and in any event not less frequently than once in every month for the first six months and then once every two months and to carry out as soon as possible any repair work shown to be necessary as a result of such inspection or which may have reasonable been requested by the Borough or the occupier of the Premises. To notify the Borough immediately following identification of any malicious damage caused by the sub-licensee. Agreed timescale for repairs: urgent repairs will be carried out within 48 hours and for non-urgent items repairs will be carried out within 14/28 days. Urgent repairs are those considered essential to keep the Premises in a condition which is reasonable for occupation. An example of an urgent repair would be where there is no heating or hot water.
- 4.7 To keep the Premises fully insured with an insurance company of repute in the full reinstatement value and if so requested by the Borough to produce the receipt for the current premium as evidence of payment. Such insurance shall also contain adequate provisions for Public/ Third Party liability at all times throughout the period the Premises is available to the Borough for letting. A copy of insurance certificates shall be available for inspection by the Borough at 24 hours' notice.
- 4.8 To carry out at the Grantor's expense all appropriate internal redecoration of the Premises if requested by the Borough at the end of any Sub-Licence of the Premises.
- 4.9 To pay and discharge and indemnify the Borough in respect of all existing taxes rates and assessments including water rates which may be payable on the Premises or in respect of the Grantor's interest in the Premises (but not including those which are the responsibility of the occupant under the Sub-Licence).
- 4.10 To attend or arrange for a competent Agent to attend at the Premises at the commencement of the operation of any new Sub-Licence of the Premises at such reasonable time and for such reasonable period as may be required by the Borough so as to explain the method of operation of any switches controls and locks affecting the Premises or equipment within the Premises. To take meter readings at commencement and end of licence and inform the appropriate suppliers, include water rates and council tax department.
- 4.11 To undertake at the Grantor's expense the changing of any door locks to the Premises where specifically and reasonably requested to do so by the Borough. Lock changes arising as a result of a loss of keys by the occupant will not be payable by the Borough.
- 4.12 To provide or renew such basic furniture and furnishings within the Premises as may be required by the Borough in accordance with the provisions of Schedule Three of this Agreement.
- 4.13 Throughout the Licence Period to indemnify and keep indemnified the Borough against any claim for costs, proceedings, claims and demands in respect of any or all malicious damage, or other damage howsoever caused to the Premises.
- 4.14 To ensure the Premises comply with current health and safety and fire regulations.
- 4.15 To provide to the Borough prior to the acceptance of any property under the scheme, copies of current NIECIC electricity test certificates and gas safe certificates, together with the property checklist signed and dated, confirming the property meets the standards laid down by the Borough. To provide to the Borough prior to the acceptance of any property at the start of the scheme and on subsequent relets, copies of current NIECIC electricity test certificates and gas safe certificates, together with the property checklist signed and dated, confirming the property meets the standards laid down by the Borough.
- 4.16 Not to dispose by way of transfer, assign, sale or any other method his interest in the Premises without the express permission of the Borough to any such transaction.

5 TERMINATION

5.1 It is agreed that, after 2 months, this Agreement may be terminated at any time upon at least 28 days written notice by either party prior to the end of the Licence Period and in particular when vacant possession is required by the Grantor, as follows:

Occupied Properties

This Agreement shall be determined on at least twenty-eight days' written notice by either party and immediately on giving or receiving such notice the Borough will service notice in respect of any Sub-Licence affecting the Premises. Determination of this Licence is subject to the provisions of clause 3.1 above.

Empty Properties

This licence agreement shall be determined on at least twenty-eight days' written notice by either party.

6 NOTICES

Any notice required to be served hereunder shall be sufficiently served if sent by pre-paid first class post to the address of the parties indicated above or such other address as may be notified by one part to the other and any notice shall have been deemed to have been served two working days after posting

FIRST SCHEDULE

Payments to be made under this Licence

Accommodation fee

.....per week

.....

SIGNED ON BEHALF OF **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT**

WITNESSED BY:.....

DATE.....

.....

SIGNED ON BEHALF

DATE.....

WITNESSED BY:.....

SECOND SCHEDULE

This is Brent's sub-licence agreement. The other Councils' sub-licence agreement are the same with their name and address replacing Brent's

SUB-LICENCE AGREEMENT

Licensor: THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF BRENT

Licensee:

The Premises:

Maximum Number
of Occupants:

Commencement Date:

Sub-Licence Payment: £.....per week (this payment is exclusive of any Housing Benefit to which you may be entitled

IT IS AGREED AS FOLLOWS:

- 1.1 This Sub-Licence Agreement is made between the above-mentioned parties in respect of the Premises described above and is granted by the **Licensor** in one or other of the following circumstances:
 - (i) in discharge of any of the Borough's functions owed to the Licensee under Part 3 Housing Act 1985 or Part 7 Housing Act 1996; alternatively
 - (ii) to prevent the Licensee from being or becoming homeless under Part 7 Housing Act 1996

- 1.2 The Sub-Licence creates a non-secure licence by virtue of paragraphs 4 and/or 6 of Schedule 1 Housing Act 1985.

2. The Sub-Licence is a weekly Licence beginning on the Commencement Date specified above and will continue from week to week until ended by either party giving to the other not less than four weeks' notice.

- (a) The Borough may serve Notice to Quit on you by sending the letter by Recorded Delivery, serving the Notice to Quit by hand at the Premises or leaving the Notice to Quit at the Premises by posting through the letter box.

You may serve notice by sending a letter to the:

London Borough of Brent
Housing Needs
Brent Civic Centre
Engineers Way
Wembley HA9 0FJ
marked for the attention of the **Temporary Accommodation Section**

3. In the case of two or more persons being named as the Licensee the term 'Licensee' shall apply to each of them jointly and individually and each shall have the full responsibilities and rights under this Agreement.
4. Insofar as appropriate any reference to 'the Premises' shall be deemed to include a reference to any part or parts of the Premises.
5. The Premises are only available for use as a temporary accommodation on the basis of a Licence.
6. This Agreement is personal to the Licensee and is not intended to confer exclusion possession of the Premises on the Licensee nor to create any relationship of landlord and tenant. There is no right to buy.
7. If the Licensor wishes for any reason to move the Licensee to any other accommodation, it is entitled to do so.
8. The Licensor may increase or decrease the Sub-Licence payment or change any term of the Sub-Licence by giving the Licensee at least four weeks' notice in writing of the increase or decrease or change in any terms of the Sub-Licence Agreement specifying the date from which the new Sub-Licence payment shall be payable or new term of the Sub-Licence Agreement shall be applicable.
9. Subject to payment of the Sub-Licence Payment and the observance of the terms and conditions herein contained the Licensor grants the Licensee permission to occupy the Premises on the following terms:-

LICENSEE'S OBLIGATIONS

The Licensee hereby agrees: -

- | | | |
|---------------------|-----|--|
| Sub-Licence Payment | (a) | to arrange payment weekly in advance on Monday of each week |
| Use of Premises | (b) | to use the Premises for residential purposes only as the Licensee's only home and that of his/her family and not to operate a business at the Premises or use the Premises for any other purpose |
| Nuisance | (c) | not to cause or allow members of the Licensee's |

household or invited visitors to cause a nuisance or annoyance to neighbours or other Licensees of the Licensor and not to commit any form of harassment on the grounds of race colour religion sex sexual orientation or disability

- | | | |
|---------------------|-----|--|
| Noise | (d) | not to play or allow to be played any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises between the hours of 11.00pm and 7.30am |
| Outgoings | (e) | to pay all gas, electricity, water and telephone and other charges levied in respect of the Premises including any community charge or Council Tax or other tax replacing the same for the period of this Sub-Licence |
| Pets or animals | (f) | not to keep any pets or animals at the Premises, except blind dogs or sound dogs. |
| Internal Decoration | (g) | to keep the interior and windows of the Premises and all furnishing fitting carpeting and floor coverings in the Premises and any garden garage or land appurtenant to the Premises in good and clean condition and to carry out any repair work and maintenance of a minor nature (N.B. The Licensor will have no responsibility for replacement of furniture or carpeting or floor coverings) |
| Damage | (h) | not to cause or allow to be caused any damage or loss to the premises or to any stairways corridors or entrance halls serving the Premises caused by the Licensee or any member of the Licensee's household or any invited visitor to the Premises |
| Alterations | (i) | not to make any alterations to the Premises, structural or otherwise, without the written permission of the Grantor of the Licence |
| Reporting Disrepair | (j) | to report to the Licensor or its agents promptly any disrepair or defect in the structure or exterior of the Premises or in any installation or in any stairways corridors or entrance halls serving the Premises |
| Occupants | (l) | not to allow anyone other than an authorised member of the Licensee's family to occupy the Premises |
| Posters | (m) | not to affix posters signs or notices on the exterior of the Premises or on the inside so as to be visible from the exterior |
| Overcrowding | (n) | not to allow more than the maximum number of occupants to reside at the Premises |
| Moving Out | (o) | at the end of the Sub-Licence to give the Licensor vacant possession and return the keys of the Premises and to remove all personal possessions and rubbish and leave the Premises in a clean and tidy condition and proper state of repair and to pay to the Licensor the cost of repairing or replacing any damaged or missing parts of the Premises. <u>(The Licensor accepts no responsibility for anything left at the Premises by the Licensee at the end of this Sub-Licence)</u> |

Legal Costs	If the Licensor has to seek possession via the Courts, the Licensor will ask the Court to make an order for Costs against the Licensee.
Return of Keys	It is the responsibility of the Licensee to return the keys to the Premises on the date the Licence expires. If the keys are not returned to the Premises provider by that date the Licensee will become responsible for the nightly charges on the Premises until such time as the keys are returned. If keys are not returned within 7 days of the expiry of the licence, the Licensor reserved the right to instruct the Grantor or the Licence to gain access to the Premises and to carry out such works as to make the Premises secure and available for re-letting. The costs of any such works will be recharged to the Licensee.
Acknowledgement	The Licensee acknowledges that failure to carry out any of the above obligations could render the Licensee and the Licensee's family liable to eviction and the consequent discharge by the Licensor of its responsibility for providing accommodation under the homeless legislation (should any current duty be owed). Further or alternatively it could render the Licensee liable to be found intentionally homeless on any homeless application they might make.

ACCESS

As this Agreement creates a Licence only, the Licensor (and anyone on its behalf) is entitled to enter the Premises at any time and for any reason. The Licensee is informed of this entitlement.

LICENSOR'S OBLIGATIONS

The Licensor hereby agrees: -

- (a) To make the Premises available for use by the Licensee for the purposes of temporary accommodation under the homeless legislation alternatively to prevent their being or becoming homeless (as applicable)
- (b) To use reasonable endeavours to ensure that the structure of the Premises and the main services installations stairways passages and entrances serving the Premises are in a reasonable condition and state of repair

SCHEDULE THREE

Items of furniture and furnishings to be provided within the premises by the Grantor.

1. Carpets/appropriate flooring throughout
2. Heavy curtains to all living and bed rooms
3. Beds for the number of occupants by the next working day, when required
4. Cooker (no more than 5 years old)
5. Fridge with icebox or fridge/freezer (not to be more than 5 years old)

DATED this day of 20

SIGNED by

For and on behalf of the Grantor (The Mayor and Burgesses of the London Borough of Brent)

in the presence of:

SIGNED by

The Licensee

in the presence of:

APPENDIX 2

MINIMUM PROPERTY STANDARDS

Introduction

Set out below are the minimum property standards that all Properties shall meet.

Properties accepted for the Scheme shall not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. Where the Property is a flat, all flats in the building of which it is part shall also conform to the appropriate fire protection standard.

Conversions of houses or other buildings into flats require both Planning permission and building control approval. Loft and other conversions require building control approval. Proof of any required permissions and/or approvals shall be provided before a Property can be accepted for the Scheme.

Accommodation with rear access, above restaurants, fast food outlets, dry cleaners, betting shops or funeral parlours with late night licenses is not acceptable for the Scheme. If the accommodation is above commercial premises which don't stay open late (should operate normal office business hours, 9-7), has good access and is well lit, it will be considered, but the Contractor should contact the Council first before procuring to see if a property is suitable.

Where a standard of repair etc is specified the Property shall be expected, in normal use, to maintain this standard throughout the period of the Lease.

1. Structure

- a. Buildings, envelope and structure shall be watertight, in good repair and structurally sound
- b. Roof shall provide a waterproof cover over the entire building and be free of defective and loose material.
- c. Gutter and drainpipes shall be in good condition, restrained, water-tight and free-flowing.
- d. Damp-proof courses, flashings and waterproof membranes are to be in good condition to the standard repaired. Guarantees to be supplied where appropriate.
- e. Stairs to be in good condition and structurally sound. Surface should not be loose or slippery especially when wet. Handrail to be provided on one side where stairs are less than 900 mm wide and over four risers high, where stairs width exceeds 900 mm wide a handrail is to be located on each side.
- f. Wall and ceiling plaster should be in good condition with flush surfaces.
- g. Joints around windows and doors to be sealed and flashed to form a watertight junction, window and door sills, thresholds, joints and heads to be in good condition and allow easy operation of window sash. Glazing to be secured and not cracked or broken.

- h. External and internal cold water storage cisterns, tanks etc. To be properly housed, insulated and protected
- i. Flue terminals to be secure
- j. Room sizes: At least one bedroom must be a double bedroom, at least 10.4M². All room sizes should be quoted on the property availability form.

2. Natural Light and Ventilation

- a. Every habitable room to have a window or windows opening directly to the external air with glass area not less than one tenth of the floor area of the room.
 - b. All windows above the ground floor shall be fitted with restrictors. Ground floor should be fitted with restrictors to allow for ventilation of unattended rooms
 - c. Every habitable room shall have natural ventilation.
 - d. Rooms below ground level must provide sufficient natural light on an average day for living in the lounge/bedroom without assistance of electric light.
 - e. Doors and windows must be in good working order with easy operation.
 - f. Windows shall be restricted to 100mm opening restriction, as a child safety precaution. An override device could also be installed in case of emergency.
 - g. Casement stays or similar childproof restraint devices appropriate to the type of window to be fitted on the windows.
 - h. Theft proof safety locks to be fitted to ground floor windows and below, where necessary.
- NB: Where French Windows are the only form of natural light to a room they must be kept locked and some additional form of mechanical or natural ventilation must be provided. For example adding window restrictors.*
- i. Safety glass, safety adhesive film or similar approved safety precaution is to be fitted in full height windows and doors or in panels below 1000mm above finished floor level. Safety rails may be used as an alternative to safety glass. Size and spacing of batons to comply with Building Regulations as must safety adhesive film.
 - j. Balcony and store doors used other than a means of escape route are to be fitted with a keyed level deadlock, and to be locked shut.
 - k. Wall or floor stops shall be provided for all doors to protect wall decorations.
 - l. Exit doors to be fitted with simple fastening locks. Front entrance door to be fitted with a rim latch, which locks automatically when the door is closed (these can be opened from the inside without a key), and a five-lever mortice deadlock fitted about a third of the way up the door. The

locks should be kitemarked to British Standard BS3621.

For fire safety purposes all locks fitted to solid door(s) should be thumb turn from the inside i.e. where the door cannot be locked from the inside with a key.

m. Three sets of keys provided per flat including three keys to shared main entrance door in blocks of flats

n. Security protection measures such as grills, hinge bolts, spy holes, and entry phone system to be fitted where appropriate.

o. Bathroom and toilet doors to be fitted with a vanity lock or barrel bolt.

p. Letter boxes and doorbells shall be fitted for each unit with appropriate identification, where appropriate, to be located at the main entrance.

q. Non-mechanical ventilation system e.g. air bricks, gutters or permavents, to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living or bedrooms with external walls).

r. Ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.

3. Kitchen and Cooking Areas

a. Plumbing must comply with the current relevant water authority bye laws Stop valves must be clearly labelled especially where situated in common areas.

b. Drinking water for human consumption with continuous supply shall be located within the kitchen over a suitable sink and directly from the mains.

c. Storage, preparation and cooking facilities, minimum requirements are a four ring cooking appliance with grill and oven and food storage cupboard and refrigerator.

d. Water heating facility must be capable of providing an adequate and continuous supply of hot water.

e. Immersion heaters, where applicable, shall be installed on "Economy 7" off peak supply.

f. Kitchen shall include the following items:

- Hot and cold water supplies
- Sink and drainer
- Cooker (where free standing to be level and restrained from tipping)
- Fridge/Freezer appropriately sized for occupancy levels
- Working surfaces, arranged wherever possible between cooker and sink, at least 1.5m²

- Storage space combining a minimum 1 double base unit with worktop, sink unit and double wall unit
- Work surface to be clean with mastic sealed edges and impervious to liquid
- 2 double sockets on worktop height (non-dedicated)
- At least one other double socket should be at low level for fridges etc.

g. Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical Regulations

h. All oven doors should be “cool doors” so they should not be hot to the touch.

4 Tiling to Kitchens and Bathrooms

a. Tile splash backs located behind sinks, baths, worktops and basins to be sealed with mastic against water penetration.

b. Existing wall tiled areas to be thoroughly cleaned and free of grease, cooking fat, dirt and other by-products.

c. Caulking sealant located around worktop, sink tops and sanitary ware is to be in good condition. Where sealant faulty this is to be raked out and re-sealed to prevent water penetration.

5. Bathrooms

a. Bathroom or toilet windows should have obscure glass or have nets/blinds supplied.

b. Bathrooms to have bath and only a shower where correctly screened and watertight.

c. Toilet location is preferred, although not essential, in a room separate from the bathroom.

d. Bath mixer tap with shower valve to be capped off where not correctly screened/watertight.

e. Hot and cold water to be supplied to bath and shower (where applicable).

f. Sanitary fittings to be good, clean and in a condition to operate as designed.

g. Bathroom to be decorated appropriately with non-slip tiles or linoleum.

h. Accessory fittings to be provided: toilet roll holder, towel rail and mirror to be located in an easily accessible position and in good working order.

i. Sanitary ware to be chemically cleaned prior to each new letting, removing all existing stains.

j. Bathrooms must to be adequately ventilated

k. Mechanised ventilation to be provided with humidity switch or overrun linked to light switch. Capacity to give at least three air changes per hour.

6. Floorings and Soft Furnishings.

- a. Floors to be level and even with boarding securely fixed to joists.
- b. Aluminium binding strip (or similar) to be fixed on changes in floor finish.
- c. Carpet or laminate flooring is essential floor covering to living and bedrooms, lobbies, common halls and staircases.
- d. Vinyl floor covering or non-slip tiles to kitchens, bathrooms and separate w/c compartments.
- e. All upholstered furniture and furnishings, including beds and mattresses, must comply with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993). Bunk beds are not acceptable and mattresses should be of a high standard.

7. Decorative standard

- a. Room decorations to be clean, complete and of a high standard.
- b. Damaged or stained/soiled decorations are to be redecorated, preferably when the residents are still resident to avoid disruption. Alternatively decorations should be sorted out at the time of the void.
- c. Woodwork items e.g. skirting boards, frames, architraves, doors and windows etc. are to be washed down prior to new lettings, but redecorated where poorly decorated.
- d. Polystyrene tiles to be removed from all ceilings and walls and the walls and ceiling adequately repaired or replaced with durable material.
- e. All habitable rooms to have heavy curtains or blinds that are in good condition.

8. Power Heating and Lighting

- a. Heating minimum requirement is night storage heaters to all habitable rooms (including bathrooms and kitchen diners) connected to an off peak electric "Economy 7" meter but preferably a full gas fired central heating system. "Economy 7" units to be fitted with power booster or separate wall panel. Bathrooms should ideally have a fixed 2Kw blow fan heater not a night storage unit
- b. Heating system to be fully serviced, in good condition, inspected and certified by British Gas or registered Gas Safe contractor. Landlord or provider shall have in place a 3 Star Gas heating contract with British Gas (or equivalent with a registered Gas Safe contractor) for the full term of the lease, costs to be met by landlord or provider.

Landlords must, by Law, ensure that gas appliances are maintained in good order and checked for safety by a Gas Safe registered engineer at least every 12 months. They must also keep a record of the safety checks and issue a certificate to the resident. When a resident moves into rented accommodation the landlord must provide resident with written proof of safety checks.

- c. Gas central heating is to be the preferred means for heating with the recommended type being a gas fired boiler system with convector radiators. Radiators and pipework to be secured to the walls.
- d. Bolts to be fitted on storage, meter and airing cupboards. Where practical, boilers should be boxed in.
- e. A combination of both systems will be acceptable.
- f. Solid fuel heating system non Economy 7 electrical systems and warm air systems are unacceptable.
- g. Mains-wired or battery operated carbon monoxide detectors to be fitted where there is a gas appliance in the property.
- h. Off peak "Economy 7" heating is essential for immersion heaters where gas central heating is not provided. Electrical installations shall have a complete test certificate stating compliance with electrical regulations for electrical installations.
- i. Fittings: sockets and switches shall be in good condition without cracks and firmly secured to their appropriate back boxes.
- k. All lighting shall be covered and all strip lights to have shatter proof covers.
- l. Power points as a safety precaution are not to be located over and around sinks or cooker with a minimum of 600mm distance away from the tap.
- m. Electric lighting in each room is to be of sufficient intensity.
- n. Internal airing cupboard with slatted shelving for clothes when fitted must be provided with all electric wiring clipped back to the wall or cupboard lining.
- o. Communal lighting to hall, stairs and external area to be operated by an independent meter not running from a resident's supply. Communal lighting to be of sufficient output.

9. Meters

- a. Meters, gas and electric (and water where applicable), to be provided separately for each flat or unit and be accessible 24 hours a day.

10. External Works, Boundaries and Fencing


- a. Boundaries of the property must be clearly defined and protected by walling or fencing including lockable rear access entrances where provided. Walling or fencing to be well maintained.
- b. Garden to be well maintained with vegetation to be cutback upon submission or re-submission of property. No ponds or greenhouses in gardens.

- c. All external woodwork, including door and window frames to be in good order and weatherproof.
- d. Access covers over manholes, service ducts to be flush with pavement and of no danger to pedestrians.
- e. Any yard and path should have an even surface and not present a trip hazard.
- f. Refuse bin to be allocated to each property were possible. The preferred location for bins is the front of the building where property is situated within a block of flats. If flat within a converted house, an outside bin needs to be provided. The location is to be clean, hygienic and in an unobtrusive position. In houses, bins should be kept at the rear of the property and the applicant provided with details about refuse collection days and advised to put the bin at the front of the property for the purposes of collection on those days.

11. Security

- a. All external doors to be fixed with a latch and dead lock as minimum.

12. Health and Safety

Safety Area	Safety Requirement	Action to meet standard
GAS	Annual gas safety certificate for all appliances, both in the common parts and within the unit	The provision of a valid gas safe certificate with a minimum period of 6 months remaining
FIRE	<p>Where there are shared common parts (ie in a block of flats or a house converted into flats) a fire risk assessment and action plan for the common parts</p> <p>Both the unit and common parts of the property to be checked against the HHSRS standards 24.22-24.29</p>	<p>Please complete the attached yes/no checklist.</p>  <p>ire safety check list_tcm21-1...</p> <p>Please see the links below for information and guidance.</p> <p>http://www.communities.gov.uk/documents/fire/pdf/151339.pdf</p> <p>http://www.local.gov.uk/web/guest/publications/-/journal_content/56/10171/3369777/PUBLICATION-TEMPLATE</p> <p>http://www.flat-living.co.uk/information/fire-safety/fire-safety-guidance-from-lacors/</p> <p>For HHSRS standards, please refer to the attached operating guidance especially pages 153-154 which covers 24.22-24.29</p> <p>http://www.communities.gov.uk/publications/housing/hhsrsoperatingguidance</p>

ELECTRICS	All hard wiring and electrical installations to be certified as safe under a 'Domestic Electrical Installation Periodic Inspection Report' (DEIPIR)	The provision of a valid DEIPIR (commonly a NICEIC) is provided with a minimum period of 6 months remaining
ASBESTOS	Asbestos survey & management plan for all buildings where asbestos is present or can reasonably be expected to be present (in reality all workplaces built before 2000)..	Advisory – please the link below to the HSE website for information on and guidance http://www.hse.gov.uk/asbestos/regulations.htm
LEGIONELLA	Legionella risk assessment and scheme of controls in buildings where a risk of Legionella is present. All areas of building.	For properties where there is a shared/communal water tank (normally blocks) provision of a legionella risk assessment and scheme of controls. Please see the link below to the HSE website for information and guidance. http://www.hse.gov.uk/legionnaires/index.htm
LIFTS	Inspection & test of all lifts in the building	If the whole block is leased or the whole block is a Council freehold, a test certificate is required . Otherwise, please see the link below to the HSE website for information and guidance http://www.hse.gov.uk/work-equipment-machinery/passenger-lifts.htm

Fire safety – key questions / points which depending on property type may be relevant

Important note

The checklist below is based on the guidance produced in relation to fire safety within residential properties, however as there is significant variation in type and risk level reference should be made to official governmental and other guidance such as;

- Department for Communities and Local Government – [Fire safety guidance for sleeping accommodation](#)
- Local government guide – [Fire safety in purpose-built blocks of flats](#)
- The Housing Health and Safety Rating System (HHSRS) [guidance](#) on fire (page 148)
- Further guidance is also available from LACORS [here](#).

This document is designed to assist landlords or other duty holders under the Reform (Fire Safety) Order as part of ongoing inspection / maintenance arrangements, it's completion **does not** constitute a fire risk assessment.

Escape routes			Notes / action needed
1	Are escape routes clear?	Yes/No	
2	Is there any combustible waste or storage in corridors, lobbies, stairways and chute rooms?	Yes/No	
3	Are notice boards overflowing with outdated messages and posters?	Yes/No	
4	Are there any signs of damage to fire-resisting walls, doors and glazing between units and the common parts?	Yes/No	
5	Are external routes clear and safe? And if needed well lit?	Yes/No	

6	Have any vents required for smoke control been tampered with, forced open and damaged (e.g. by residents seeking to air stuffy atmospheres or to remove the smell from illicit smoking) or blocked up to prevent draughts?	Yes/No	
7	Are fire exit signs or fire action notices missing or defaced?	Yes/No	
8	Where fitted is emergency lighting and sign lighting working correctly?	Yes/No	
Fire doors			
1	Can all fire exits be opened immediately and easily?	Yes/No	
2	Are fire doors clear of obstructions?	Yes/No	
3	Do fire doors have smoke seals?	Yes/No	
4	Are fire door smoke seals in good condition (not painted over / damaged)?	Yes/No	
5	Do all self-closing fire doors work correctly?	Yes/No	
6	Do fire doors fit closely with a maximum of 5mm gaps?	Yes/No	
7	Do all emergency fastening devices to fire exits (e.g. push bars) work correctly?	Yes/No	
8	Are doors to residents' store rooms, electrical cupboards, plant rooms, bin stores and other ancillary rooms left or held open?	Yes/No	
9	Are front doors and other entrance and exit doors closing properly?	Yes/No	
Fire warning systems <i>(see guidance in relation to when these are needed)</i>			
1	Is the indicator panel showing 'normal'?	Yes/No	
2	Where provided, are fire detectors, call points and sounders still in place and/or damaged, covered over or interfered with in anyway?	Yes/No	
3	Where applicable has the fire alarm been tested on a weekly basis?	Yes/No	
4	Is an ongoing periodical maintenance contract in place?	Yes/No	
Fire fighting equipment <i>(see guidance in relation to when these are needed)</i>			
1	Are all fire extinguishers in place?	Yes/No	
2	Are fire extinguishers discharged or damaged?	Yes/No	
3	Are fire extinguishers clearly visible and accessible?	Yes/No	
4	Have fire extinguishers been tested within the last year?	Yes/No	
5	Are vehicles blocking fire hydrants or access to them?	Yes/No	

13. Energy Performance Certificate

An Energy Performance Certificate (or EPC) is required. It is the responsibility of the contractor to have a valid EPC to show to prospective tenants. The EPC must be given to the eventual tenant. The property should have an energy efficiency rating no lower than D. If the rating is lower than D, then the contractor must put into place the recommendations needed to get it at least a D rating.

Appendix 3

PRIVATE SECTOR ACCOMMODATION SCHEME

Notice of Availability Form

This is to be emailed to:

Email: pma@brent.gov.uk (and to the other Council' generic email addresses)

(Please complete this form fully)

Part A: to be completed by provider

Name of contractor	
---------------------------	--

PROPERTY DETAILS

AVAILABILITY

Property source (Please indicate)	NEW	RELET
Date ready to let		

Full address	
Post code	
Borough	
Council tax band	

DESCRIPTION	ANSWERS
Property Type (Hse/Flat/Maisonette) ?	
Floor level of property	
Is this a street property or in a block?	
If the property is in a block, is there a shared water tank?	
Lifted? Has the lift been tested?	

No. of single bedrooms?	
No of double bedrooms	
No. of bedspaces ?	
No. of living rooms?	
Is kitchen connected to living room?	
Total number of rooms (excluding bathroom/wc)	
Is the accommodation on a single level (number internal steps)?	
Is the property suitable for wheelchair access?	
Access to garden?	
Heating type?	e.g GCH
Gas certificate start date	
Electricity safety certificate start date	
EPC valid from	
If there are common parts, are either smoke detectors or is a fire alarm provided?	
Boiler make/model	
Cooker make/model	

Weekly rent charge	
BRMA area	

ROOM DESCRIPTIONS

(Please tick as appropriate)

ROOM	SIZE	SQUARE FEET	Yes	No (State size)
Lounge	<i>e.g 10'1 x 12'0</i>	121 sq ft		
Bed 1 (ground floor)				
Bed 2				
Bed 3				
Bed 4				

Appendix 4

Private Sector Accommodation Scheme- Nomination Form

CONTRACTOR		
Address of Property		
FAMILY NAME OF LICENSEE		
Nominated Licensee (Full name)		
Nominated Joint Licensee (full name)		
Other Members of Family	Relationship inc Gender Under18	Age if
1		
2		
3		
4		
5		
6		
Agreed Property Requirement-Size		
Agreed Property Requirement-Location		
Furniture requirements-if known		
Projected benefit status (if known)		
Language and translation requirement		
Contact details		
Address		
Telephone (if available)		
Known issues for managing agent (if any)		
Potential date of occupation (inc any notice required)		
Person completing form		
Date form e-mailed to agent		
Agent response		
Viewing date arranged		
Result of viewing		
Reasons for refusal		

Date of projected occupation	
Person completing form	
Date of notification to LBB	

Appendix 5

Repairs Priority List

The following 3 tables outline the Priority A, B and C Repair functions. Repair obligations, which are not mentioned in these 3 tables but are considered the responsibility of the landlord, will also need to be completed within a period of time deemed reasonable by the Council.

Priority A: Make safe within 2 hours with a **maximum time for completion of 24 hours.**

Type of defect requiring repair
Total loss of electric power or no lights
Unsafe power or lighting socket, or electrical fitting
Total loss of water supply
Total or partial loss of gas supply
Gas leaks (normally reported to Transco)
No heating - if heating cannot be fixed within hours, temporary heating must be provided
Blocked flue to open fire or boiler
Blocked or leaking foul drain, soil stack or (where there is no other working toilet in the dwelling-house) toilet pan
Toilet not flushing (where there is no other working toilet in the dwelling-house)
Leakage from water or heating pipe, tank or cistern
Insecure external window, door or lock
Dangerous structures – floors, ceilings, walls etc.
Replacement of missing or badly damaged manhole covers

Priority B: Maximum time for completion 5 working days

Partial loss of electric power
Partial loss of water supply
Blocked sink, bath or basin
Tap which cannot be turned
Replacement of a damaged toilet pan
Blocked waste pipes (other than toilets: see above)
Tap which cannot be turned
Loose or detached banister or hand rail
Rotten timber flooring or stair tread
Mechanical extractor fan in internal kitchen or bathroom not working
No cold water supply to bath and basin
Temporary repairs to cover defective flat or pitched roofs where there is serious water penetration
Mending minor leaks on water pipes
Repairing leaking cone/soil joints to toilets
Repairing leaks to soil pipes/soil vent pipes generally
Repairing or renewing ball valves (overflows, water hammer)
Repairing defective extractor fan (internal bathroom/kitchen only)
Replacing broken wash hand basin
Repairing defective entry-phone system
Repairing defective entry-phone system

Broken fridge/freezer
Broken oven and/or hob
Broken glazing
Blocked down pipes/guttering
Replacing or repairing internal fire doors

Priority C: Maximum time for completion 28 working days

Re-securing wash basin
Repairing blocked and/or damaged rain-water gutters and pipes
Replacing glazing to communal areas
Replacing chimney pot or cowl
Replacing fittings to windows and /or external doors
Mending faulty taps
Replacing zinc or lead flashings
Replacing ridge/eaves tiles and cement filets
Replacing defective fire bricks or parts for open fires
Repairing and/or replacing fittings for metal casement windows and doors
Replacing window sash fastener/sash cord
Replacing rotten or defective flooring
Replacing toilet cistern
Replacing waste trap or fitting
Repairing faulty stop valve or drain down cock
Replacing bath
Replacing kitchen units (including sink units/taps)

Replacing external doors
Replacing window/frames
Dry lining condensation treatment
Repairing or replacing wall tiling/splash backs
Replacing loose or defective flooring (not dangerous)
Fixing or replacing air bricks
Repairing or renewing tile surrounds
General brickwork repairs (rebuilding piers, boundary walls)
Repairing timber staircases (not dangerous)

Replacing or repairing external fascia/soffit/barge boards
Repairing or replacing fencing/gates
Redecoration following repair works
Replacing gully grid
Plaster repairing gully grid
Plaster repairs to ceilings or walls
External rendering
Repairing internal floor screeds
Repairing external floor screeds
Repairing external paving/concrete aprons

Appendix 6

Complaints

There are three stages for the escalation of the London Borough of Brent's complaints system. The other Councils have similar procedures, which will be provided on request

Stage 1 – Initial Complaint

Dealt with by the Manager responsible for the service.

Responded to within 10 days

Stage 2 – First Appeal

Dealt with by the Corporate Director.

Responded to within 10 days.

Stage 3 – Second Appeal

Dealt with by the Chief Executive.

Responded to within 15 days

Appendix 7

Model Inspection Form for Contractors

Inspection Visit Form	
Property Manager	
Date	
Address	
Licensee/s	
Phone number	
List other household members and verify identity.	
All still resident? If any have left, give details	
Any new residents? If so, give details	
Any Licensee complaints or problems?	
Smoke Alarms working? /	

Carbon Monoxide Detector	
Any other health and safety concerns?	
Outstanding repair or maintenance issues	
Heating and hot water working?	
Any other issues?	
Licensee observations or comments (if any)	
Licensee signature	
Agent signature	

Appendix 8

Template for Monthly KPI Reporting

	Key Performance Indicators	Target	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10
	<i>Voids Management</i>													
1	Total number of properties													
2	Total number of occupied properties													
3	Total number of available properties													
4	First visits completed %													
5	Bi monthly visits completed													
6	Has KPi been sent on time													
7	ASB/ Racial Incidents Reported													
	<i>Service Level</i>													
8	Number of Complaints received													
9	% Repairs, completed within agreed target- Cat A													

10	% Repairs, completed within agreed target- Cat B													
11	% Repairs, completed within agreed target- Cat C													

DEFINITIONS

- 1 Total number of properties as at the last day of the calendar month. The actual list should be available for inspection if requested.
- 2 Total number of occupied properties on the last day of the calendar month. The actual list should be available for inspection if requested.
- 3 Total number of available properties on the last day of the calendar month.
- 4 % of first visits completed within 7 working days for all tenancy sign up's each calendar month. Contractors should if required be able to evidence their calculations for this KPi.
- 5 All clients need to be visited at least once every bi monthly.
- 6 Has KPi been sent on time
- 7 Number of formal ASB / Racial incident reports recorded. 100% record should have been kept of all formal complaints and these should be available for reference if required.

8, Number of formal complaints received. 100% record should be kept for all formal complaints and should be available for reference.

9, 10,11 % of emergency repairs completed within agreed timescale.

Appendix 9

Contract Liaison Meeting

Draft Agenda

1. Matters Arising
2. Key Performance Indicators
3. Procurement
4. Contractual issues
5. Housing Management Issues
6. Complaints/ASB
7. Any Other Business
8. Date of Next Meeting

Appendix 10

West London Policy for Domestic Violence

If one of your residents is being abused by a person they live with or by someone they have been associated with, e.g. an ex-partner, they have the right to leave their home and be entitled to emergency or temporary accommodation. Their rights to return to the home or to keep their tenancy are not affected.

The council should advise all residents that, in an emergency, they may contact the police, Social Care Services or the Samaritans who can put them in touch with an appropriate local aid organisation or for refuge and support.

Refuges can provide safe temporary accommodation for single people, parents and their children who are experiencing or fleeing domestic violence. There are refuges for specific cultural or ethnic, gender specific, or single sex orientation backgrounds and some are adapted for disabled use. Refuges are available twenty-four hours a day.

There are a number of ways residents can report instances of domestic violence. This can be either by telephone, in writing or by visiting your offices. When a resident reports an instance of abuse they should be seen by an officer of the same sex and an interpreter should be present if necessary. If it is not practical to see a resident straight away then a home visit or another office appointment should be made within twenty-four hours of the initial contact.

The resident(s) should be advised that all information provided is treated in the strictest confidence. It should be established during the first interview whether they can remain living at their current address or if emergency accommodation is more suitable. The person conducting the interview should do so in a sensitive manner and give advice sympathetically. They should try to gain as much information as possible from the resident.

Any resident fleeing domestic violence is entitled to advice about finding somewhere to live, as they are homeless due to domestic violence.

Appendix 11

Customer Care Standards

Contractors will provide high quality services to customers by:

Welcoming everyone who contacts you

Being helpful, polite and courteous

Respecting each and every customer

Being fair and non-judgemental

Taking time to listen and understand, demonstrating empathy

Being efficient and minimising bureaucracy

Giving clear information about service standards and timescales

Communicating in the best way so the person has every opportunity to understand.

This may include:

Using a translation and interpreting service

Sign language

Large print

Audio tapes

Braille

Text phone

Measurable Standards

Answer 90% of calls within three rings

Respond to 85% of letters within 7 calendar days

Respond to 90% of emails within 3 working days

Respond and deal with 85% of complaints at Stage 1 within 10 working days*

If a full response can't be given within the set timescale, an acknowledgment letter should be sent giving contact details of the officer handling the enquiry and a timescale for the full reply.

Equality and Diversity in Procurement

Introduction

Brent Council's Equality Policy 2012, outlines the Council's clear commitment to equality of opportunity for all. The other Councils have similar policies, which will be provided on request.

The Council is fully committed to a policy that recognises the rights of all individuals to equality of opportunity, equality of access, and freedom from discrimination. We believe these are fundamental rights and, as a major employer and service provider in the area, we have a duty to lead on and promote these rights across the Borough.

The Council expects that any supplier or contractor doing business with the Council share this commitment by offering equality of opportunity, and operating in a non-discriminatory manner.

This guide is intended to provide you, as potential or existing suppliers and contractors to the Council, with guidance and advice on how you can meet our expectations and requirements on equality and diversity.

Objective of the Guide

The objective of this guide is:

to engage our suppliers in demonstrating equality employment and service delivery

to help our suppliers understand the minimum standard they are required to meet as a supplier to the Council, and how to improve those standards beyond that of the minimum legal requirement.

Brent's Commitment

As standard procurement practice, we require that our officers ensure that:

Contractors are prohibited from unlawfully discriminating under the Equality Act 2010

Equality and diversity are reflected in all our procurement procedures both generally and particularly in areas of procurement activity which impact most on the community.

That our contractors deliver the right goods, works or services for all our Licensees.

That there is no difference in end-user satisfaction rates.

That they continually encourage and challenge contractors and suppliers to promote equality of opportunity beyond the scope of the contract, and their minimum legal requirements.

Commitment from our Suppliers and Providers

We expect all our suppliers, providers and contractors to share our commitment to promotion of equality and diversity, taking into account the needs of people protected under the Equality Act 2010 in respect of the Protected Characteristic of;

Age

Disability

Sex

- Marriage and Civil Partnership
- Gender Reassignment
- Sexual Orientation

Race

- Religion or Belief
- Pregnancy and Maternity

Comply with all relevant legislative provisions and keep up to date with the current developments and changes in legislation.

Appendix 12

Certificate of Service

Certificate of service

In the	
Claim No.	UNISSUED
Claimant	
Defendant	

On the (insert date)
 the Notice to Quit (insert title or description of documents served)
 a copy of which is attached to this notice was served on *insert name of person served, including position, director (if appropriate)*

Tick as appropriate

by first class post

by Document Exchange

by delivering to or leaving

by handing it to

by fax machine (..... time sent)
(you may want to enclose a copy of the transmission sheet)

by e-mail

by other means (please specify)

At *(insert address where service effected, include fax or DX number or e-mail address)*

being the defendant's:

residence

registered office

place of business

other (please specify)

The date of service is therefore deemed to be (insert date – see over for guidance)

I confirm that at the time of signing this Certificate the document has not been returned to me as undelivered.

Signed

Position or office held

Date

(if signing on behalf of firm or company)

N215 – w3 Certificate of service (4.99)