



Property Approval Application Form South Essex Ready to Rent Scheme

Landlord or Agents Details

Name:
Correspondence Address:
Postcode:
Contact Tel No.:
Email:
Property Owner/Landlord Name:

Property Details

Full Postal Address:		
Postcode:		
Property type <input type="checkbox"/> Single family	Is it a licensed HMO? <input type="checkbox"/>	Yes (Please follow the licencing procedure <u>do not</u> continue with this application)
<input type="checkbox"/> Shared house / flat		
<input type="checkbox"/> Bedsit	<input type="checkbox"/>	No
<input type="checkbox"/> Other		

Note: Only the person(s) who is (are) legally in control of the property may apply.

If the property receives a Ready to Rent certificate the landlord / agent will be required to comply with this Code of Practice and Property Standards.

Terms: All references to 'landlord' in this code shall apply equally to relevant directors, partners and/or employees of a company or business accredited under this scheme.



Property Standards

The following Property Standards must be achieved.

1. Category One Hazards:

The landlord will ensure all accommodation is in a reasonable state of repair with no Category One Hazards. If not, the landlord will bring all substandard properties up to the minimum legal standard within a reasonable time period. An improvement plan will be drawn up, which sets out how and when within what period, they intend to improve any substandard properties. This plan may be requested by any local authority having reason to inspect such a property whilst fulfilling their statutory functions.

2. Fire Safety Precautions

Accommodation should comply fully with the LACORs guidance on fire safety in residential accommodation. A copy can be downloaded from our website.

3. Gas Appliances and Supply

All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with current Gas Safety (Installation and Use) Regulations. Documentation giving verification of annual gas safety checks by a Gas Safe registered gas installer will be provided to tenants (or put on display in the dwelling) and made available to the council. The landlord will provide clear written instructions in the safe use of all central heating and hot water systems are provided.

4. Liquefied Gas, Paraffin Heaters and Other Appliances

Portable bottled gas or paraffin heaters will not be provided as a heating source. Oil fired heating systems are serviced in accordance with the manufacturer's recommendations.

5. Electrical Installations and Appliances

All electrical installations provided by the landlord shall be certified as safe by a competent electrician in accordance with the current relevant legislation. It is recommended that a report of condition is obtained showing that the electrical wiring of the dwellings is in a safe and satisfactory condition, and stipulating the timescale within which the next safety check should be carried out. For all Houses in Multiple Occupation this is a requirement. Electrical appliances provided by the landlord under the terms of the tenancy shall be regularly checked for defects and Portable Appliance Testing (PAT) shall be carried out periodically. Instructions in the safe use of all electrical appliances (including cookers, space and water heaters, refrigerators and freezers) will be given to tenants.

6. Energy Efficiency

All properties will have an Energy Performance Certificate. As a minimum all properties should be free of a Category 1 Hazard for excess cold. Dwellings are provided with a suitable space heating system that is capable of providing an adequate degree of thermal comfort throughout the premises. Tenants are given advice upon request, or given contact details of an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided. The council will assist with the provision of such information. Energy efficiency improvements are incorporated, where practicable, into refurbishment schemes.

7. Security Measures

Dwellings are provided with sufficient security measures to ensure that they are, as reasonably as practicable, safe from entry by intruders. Landlords should consider and implement where appropriate, measures recommended by Local Police Authority backed Crime Prevention initiatives. External doors and frames should be secure and fitted with a secure locking system.

In Houses in Multiple Occupation, to help avoid delay in escaping in case of fire, all accommodation doors, final exit doors and any other doors through which a person may have to pass should be so fastened and maintained that they can be easily and immediately opened from the inside without the use of a key.

8. Hygiene and Waste Disposal

All facilities for the storage, preparation and cooking of food should be capable of being readily cleaned and being maintained in a clean and hygienic state by the tenants. All floor coverings in kitchens, bathrooms and W. C's should

be capable of being readily cleaned with suitable domestic disinfectant products. All accommodation should be provided with suitable refuse disposal facilities sufficient for the number of occupants, as advised by the local authority's waste collection service. All appropriate steps should be taken to enforce all tenancy agreement clauses relating to proper refuse disposal.

9. Visual Appearance

Within the landlord's responsibilities and reasonable endeavours, the visual appearance of dwellings, outbuildings, gardens, yards and boundaries are maintained in a reasonable state so as not to detract from the visual amenity of the area.

10. Kitchen Facilities

Each kitchen contains reasonably modern and hygienic facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen, unless provided by the tenant. Local standards will apply to your Council's area.

11. Toilet and Personal Washing Facilities

An adequate number of suitably located, reasonably modern and hygienic W.C.s. baths and/or showers and washbasins are provided with constant hot and cold water supplies as appropriate, which are suitable for the number of occupants, as required by any relevant legislation or local standards.

12. Overcrowding

Dwellings are not knowingly overcrowded.

13. Lighting and Ventilation

All dwellings are provided with adequate natural and artificial lighting and ventilation.

14. Internal Layout

Dwellings are not let, or parts of, if the layout is likely to be prejudicial to the health, safety or wellbeing of the tenants, or otherwise not reasonably suitable for occupation. Rooms have an adequate floor to ceiling height.

15. Cleaning Prior to Tenancy Termination

The landlord will issue clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end, so as to avoid misunderstandings regarding the standard of cleanliness and condition of the dwelling expected at the end of the tenancy.

16. Refuse Storage

The landlord will ensure tenants are aware of the proper disposal of their refuse in line with the local authority's refuse policy.

17. Carbon Monoxide Detectors

In some circumstances these are a legal requirement and it is strongly recommended that all properties with gas, oil or solid fuel appliances have detectors fitted in an appropriate location.

Code of Practice

Relationship with your Tenant

18. Letting Agreements

The landlord will provide all tenants with a written statement of their terms of occupancy – a tenancy agreement. Tenancy agreements are clear and contain no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this scheme. The name and current business address of the landlord is stated on the agreement together with the address and telephone numbers of any managing agent or person/s acting on behalf of the landlord. Tenants are provided with a point of contact in case of emergency.

Prospective tenants are issued with a clear statement of the rent due to be paid during the contract, including the dates, amounts and method of payment. Where a fee is charged for arranging a tenancy agreement, prospective tenants are clearly informed of this in advance.

19. Tenancy Deposit Protection

The landlord will ensure that any deposit paid by a tenant will be safeguarded via a custodial or insurance based government approved deposit protection scheme.

20. Utility Charges (Gas, Electricity, Telephone) and any other Service Charge

The tenant is clearly informed as to who is responsible for the payment of all utility charges and Council Tax and that this responsibility is accurately stated in the terms of the tenancy agreement. Where any service charges are levied by the landlord, such services and charges are properly specified and detailed in the tenancy agreement.

21. Accounts and Receipts

Where transactions by Bank transfer are made and where requested by a tenant, a statement will be provided to the tenant at least annually for all monies demanded whether for rent, deposit, utility or service charge. Where transactions are undertaken in cash or cheques written receipt will always be provided by the landlord.

22. Inventory

An inventory, based on current good practice, is agreed with the tenant and signed by both parties as being accurate.

Managing Your Property

23. Licensing

The landlord will ensure that all properties which are licensable HMOs are licensed, and that those properties comply with licence conditions.

24. Ensuring Possession

The landlord will follow all legal procedures when conducting evictions.

25. Conduct

The landlord will conduct business in a professional, courteous and diligent manner at all times and will not advertise or claim any non-accredited properties as being accredited.

26. Access

The landlord will respect their tenants' privacy and entitlement to unnecessary intrusion. Where access is required for routine inspection/s or viewings, the tenants will receive notification of the date, time and purpose of the visit not less than 24 hours in advance, unless otherwise agreed.

27. Repairs and Maintenance

All obligations on the part of the landlord in regard to the repairs and dwelling maintenance have been fully discharged at the commencement of the tenancy or other date mutually agreed with the tenants. The landlord will ensure all dwellings are maintained in a satisfactory state of repair throughout the tenancy period.

28. Private Rented Code of Practice

Letting and managing agents should be familiar with and have regard to, the private rented sector code of practice published by the Royal Institution of Chartered Surveyors; September 2014. This covers both legal requirements and good practice expected of the residential lettings industry.

29. Consumer Protection

Landlords / agents operating a business need to comply with the consumer protection requirements of the Unfair Trading Regulations 2008. Consumers shall not be misled, deceived, coerced, or treated unfairly under this legislation. Rents and other charges must be clearly advertised and shown inclusive of any VAT charged.

PROVISION OF INFORMATION IN ACCORDANCE WITH THE DATA PROTECTION ACT 1998

As part of the Council's obligations under the Data Protection Act 1998 the Council will not keep information that is not relevant or excessive. The information provided by you that falls within the Data Protection Act 1998 will include information, whether in a written or electronic form. The personal data provided to the Council is for the purposes of making an application to the ready to rent scheme.

DECLARATION: I agree that my name and contact details will be included on a register I hereby give my consent to the Council holding and retaining personal and sensitive information about me for the purposes of applying to the Ready To rent Scheme.

Tick here to confirm you agree

I understand that it will be made available to other sections of the council, other services, prospective tenants and local authorities where appropriate. I give my consent to disclosure of relevant information about me to any appropriate body in cases where the Council is legally bound to disclose this information. I have read, understood and agree for the information associated with my application to be used and kept as outlined above.

Tick here to confirm you agree

To the best of my knowledge all the information provided in connection with this application is true and accurate; failure to do so may result in approval being revoked.

Tick here to confirm you agree

I undertake to abide by the conditions of the scheme and to supply the local authority with any information required, in connection with the properties I manage in Rochford , Castlepoint, Basildon and Thurrock. I have read and agree to abide by the landlord Code of Practice and the Property Standard and all relevant legislation for all properties that I manage. I declare that I, (and to my knowledge, all my partners, directors and other persons responsible for the activities for the company or partnership which manages the property on this application), have not:

1. been convicted of harassment, illegal eviction, fraud or any other dishonesty in connection with mortgages, loans or housing benefits during the last ten years, any offence listed in Schedule 3 to the Sexual Offences Act 2003 and any offence under the Housing Act 2004 or any provision of the law relating to housing or of landlord and tenant law;
2. breached any conditions associated with any funding provided by the Local Authority during the last ten years;
3. failed to comply with any enforcement action under Part One of the Housing Act 2004 or any other relevant legislation;
4. knowingly failed to licence a licensable HMO or comply with legally served enforcement notice under Part Two of the Housing Act 2004;
5. been convicted of any unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of my business.

I understand that the local authority will withdraw any Property Approvals, if I breach the Code of Practice or the Property Standards or any conditions provided in connection with this declaration.

Tick here to confirm you agree

Name

Company (if applicable)

Signature

Date

Checklists

Fee paid and reference number :

Where appropriate please enclose copies of the following with this application.

- Current Electrical Certificate Energy Performance Certificate Current Gas Safe Landlord Safety Certificate

PLEASE READ - IMPORTANT NOTES

1. All approved properties must fully comply with the Ready to Rent Property Standards for the three year approval period.
2. Where the property does not meet the required standards, or documentation has not been supplied, the Council will inform the landlord of the works or documentation that are required and may require a declaration by the landlord to meet standards, or produce such documentation within a specified timescale. The property will be approved when all standards have been met and documentation provided, within timescales set, to the satisfaction of the Council. Whilst the Landlord will be afforded reasonable time to comply; enforcement action will be taken to ensure compliance as per Local Authority duty under the Housing Act 2004.
3. Property approval may be revoked following local authority inspection of the property.
4. The existence of the scheme and property approval does not prevent formal enforcement action being undertaken by the Council. Any enforcement action will, however, be undertaken in full compliance with the enforcement policy of the Council and in accordance with the Cabinet Office Enforcement Concordat, and will attract additional costs.
5. Owners / Landlords / Managing Agents must obtain all necessary planning permission or listed building consents and comply with all relevant building control legislation for any works carried out to properties. Approval under this scheme does not constitute planning permission, listed building consent or building control approval.
6. Financial assistance may be available. Funding is subject to availability of funds and local policy. *Conditions will apply*
7. Adoption of the Ready to Rent and associated Code of Practice and compliance or non-compliance with the provisions of this Code do not affect the statutory rights of people seeking housing. The Council reserves the right at any time to amend the content of the Ready to Rent or its operation subject to consultation with the relevant parties.
8. The Council shall not be liable to any person or persons for any information contained in the Ready to Rent Scheme or supplemental document or reliance upon it or for any loss, damage or injury or any disputes proceedings or claims by or between any person or persons (and whether or not including or against the Council) whatsoever or howsoever arising from any information herein containing or any supplemental document.

Please submit your application to your Local Authority together with all required supporting documentation



Basildon Borough Council

The Basildon Centre
St. Martin's Square
Basildon
Essex SS14 1DL
Tel: 01268 533333
www.basildon.gov.uk



Thurrock Council

Civic Offices
New Road
Grays
RM17 6SL
Tel: 01375 652815
www.thurrock.gov.uk



Castle Point Borough Council

Council Offices
Kiln Road
Thundersley
Benfleet
Essex SS7 1TF
Tel: 01268 882200
www.castlepoint.gov.uk



Rochford District Council

South Street
Rochford
Essex
SS4 1BW
Tel: 01702 546366
www.rochford.gov.uk

Ready To Rent

Disclaimer

Please sign and return this form

Return to:

**Private Sector Housing
Rochford District Council
South Street
Rochford
SS4 1BW**

I the Landlord will ensure all accommodation is in a reasonable state of repair with no Category One Hazards.

I the landlord will bring all substandard properties up to the minimum legal standard within a reasonable time period as per any improvement plan drawn up by Rochford District Council.

I the Landlord understand that failure to comply with any improvement plan will result in formal enforcement action.

Address:

Signature:

Name:

Date:

Address

Signature:

Name:

Date:

All references to 'landlord' shall apply equally to relevant directors, partners and/or employees of a company or business under this scheme.