

Housing (Scotland) Act 2006

**APPLICATION FOR THE GRANT OR RENEWAL OF
A HOUSE IN MULTIPLE OCCUPATION LICENCE**

Address of premises to be licensed:

Question 1 or 2 and all other questions must be answered.

1. To be completed if applicant is a private individual

a) Full Name (including previous name)							
b) Trading Name (if any)							
c) Home address Telephone number and email address							
d) Age, date and place of birth	<table border="1"> <thead> <tr> <th>Years</th> <th>Date of birth</th> <th>Place of birth</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Years	Date of birth	Place of birth			
Years	Date of birth	Place of birth					
e) Is applicant to carry out the day to day management? If not, give full name, address and date of birth of any employee or agent so engaged. Telephone number and email address	YES/NO*						
f) Maximum number of tenants/residents* Number of bedrooms	YES/NO*						
g) Is a standard lease (used at the premises)? Indicate whether grant of new licence or renewal	<p>3 Years or from</p> <p>GRANT / RENEWAL</p>						

2. To be completed if applicant is not a private individual (e.g. Company or partnership)

(a) Trading/company name	
(b) Address of principal or registered office Telephone number and email address	
(c) Names, private addresses and dates of birth of directors, partners or other persons responsible for its management	
(d) Full name and address of employee to carry on day to day management. Date and place of birth Telephone number and email address	
(e) Maximum number of tenants/residents* Number of bedrooms	
(f) Duration of licence	3 Years or from - GRANT / RENEWAL

N

3. Subject to the provisions of the Rehabilitation of Offenders Act 1974 has any party named in 1 or 2 above been convicted of any crime or offence? YES/NO* (Delete whichever is inapplicable)

ALL CRIMES AND OFFENCES MUST BE DECLARED – continue on separate sheet if necessary			
Date	Court	Offence	Sentence

**** (A)** I/We hereby make application for a House in Multiple Occupation Licence in the above terms and certify that the information given is true and correct. I/We declare that I/we shall, for a period of 21 days commencing with the date hereof, display at or near the premises so that it can be conveniently read by the public, a notice complying with the requirements of Paragraph 2 of Schedule 4 to the Housing (Scotland) Act 2006.

**** (B)** I/We declare that I am/we are unable to display a notice of this application at or near the premises because I/we have no rights of access or other rights enabling me/us to do so, but that I/we have taken the following steps to acquire the necessary rights, but have been unable to acquire them, namely: **(specify steps taken)**

****Delete** (A) or (B) as appropriate. Where declaration (a) is made there must be produced in due course a Certificate of Compliance with paragraph 2 of Schedule 4 to the Housing (Scotland) Act 2006.

Any person who in or in connection with the making of this application makes any statement which he knows to be false or recklessly makes any statement which is false in a material particular shall be guilty of an offence liable, on summary conviction, to a fine not exceeding level four on the standard scale.

I/ We understand that the information supplied by me/us as detailed in this form may be stored on a computer system by this Authority for the purpose of licensing and that information may be disclosed to the police and other relevant parties for vetting and background enquiries whilst processing this application.

I/We understand that this authority is under a duty to protect the public funds it administers and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information see <https://www.scotborders.gov.uk/nationalfraudinitiative> on the Council website or contact the Fraud Hotline on 01835 826825

Signed:

Date:

Official Use Only

Date Received	To: Police Fire & Rescue Env. Health Bldg. Standards	Reply	Objectors	Granted/ Refused	Advised: Police Fire & Rescue Env. Health Bldg. Standards
Fee Paid	Housing Planning ASBU				Housing Planning ASBU



HOUSING (SCOTLAND) ACT 2006
**HOUSE IN MULTIPLE OCCUPATION LICENCE
SITE NOTICE**

NOTICE IS HEREBY GIVEN that application has been made on:*

to SCOTTISH BORDERS COUNCIL for a HOUSE IN MULTIPLE OCCUPATION licence

in respect of premises at:*

Name and address of applicant:*

Proposed type of business:*

Proposed business hours:*

Any objections and representations in relation to the application may be made to the Licensing Unit, Regulatory Services - Legal and Licensing, Scottish Borders Council, Council Headquarters, Newtown St Boswells TD6 0SA within **28 DAYS** of the above mentioned date.

Objections and representations must be made in accordance with the following provisions:

Any objection or representation relating to an application for the grant or renewal of a licence shall be entertained by the licensing authority if, but only if, the objection or representation:

- (a) is in writing;
- (b) specifies the grounds of the objection or, as the case may be, the nature of the representation;
- (c) specifies the name and address of the person making it and is signed by him or on his behalf;
- (d) was made to them within 28 days of the above mentioned date of application.

An objection or representation shall be considered to have been made to Scottish Borders Council within the period referred if it is delivered by hand or posted (by registered or recorded delivery post) so that in the normal course of post it might be expected to be delivered to them within that time.

Applicant's Signature:*

Date:*

This site notice must be displayed for a period of 21 days from the date the application was lodged with Scottish Borders Council at or near the premises in a position clearly visible to the public.

Where the application is made by a company or partnership, full names and addresses of all directors or partners must be detailed in an annexed list.

CONFIRMATION OF DISPLAY OF SITE NOTICE
(to be returned to SBC following the 21 day display period)

I (full name of applicant)*

Confirm the site notice has been displayed as prescribed above for a period of not less than 21 days

Signed:*

Date:*

* REQUIRES TO BE COMPLETED IN FULL

HOUSES IN MULTIPLE OCCUPATION

Licensing Information

Generally, a HMO Licence is required for properties occupied by three or more unrelated people who are sharing kitchen/sanitary facilities. HMOs can be shared flats and houses, hostels and student halls of residence.

Please contact the Council if you are unsure if your property is classed as a HMO.

If you are applying for a licence for the first time, contact your local Planning and Building Control Officers. They will be able to help you with information about planning permission and building regulations.

Your premises must meet a range of conditions covering fire and electrical safety, hygiene, tenancy law and property management.

It is a crime carrying a fine of up to £5,000 to:

- *operate a HMO without a licence*
- *ignore the conditions attached to a HMO licence*
- *give false information to the Council on your application form*

Licence Requirements – the shortened version!

Your property needs to:

Have PLANNING PERMISSION OR A CERTIFICATE OF LAWFUL USE
contact Planning at SBC Headquarters 0300 100 1800

Meet ADEQUATE BUILDING SAFETY STANDARDS
contact Building Standards at SBC Headquarters 0300 100 1800

Meet ADEQUATE HEALTH AND SPACE STANDARDS
contact Environmental Health at SBC Headquarters 0300 100 1800

Meet MANAGEMENT, OCCUPANCY, RENT AND LEASING STANDARDS
contact Housing Strategy Team 01896 825169

Meet MEANS OF ESCAPE AND FIRE CONTROL AND EVACUATION STANDARDS
contact Scottish Fire and Rescue Service 0131 228 2401

How to Apply

You can obtain a licence application form from the Licensing Unit, Regulatory Services - Legal and Licensing, Scottish Borders Council, Council Headquarters, Newtown St Boswells TD6 0SA. Telephone: 01835 826662 or by email at liquorandlicensing@scotborders.gov.uk or on the Council's Website.

When you have completed the form you should return it together with:

- the application fee (currently £759)
- four copies of a plan of the property (if your application is for renewal of licence and no works have been undertaken on the property since your previous application, then no plans are required)
- a copy of the lease/tenancy agreement
- copies of valid inspection certificates/reports eg. electrical, gas

A copy of your application will be sent to – the Council's Planning, Building Standards and Environmental Health Sections and also the Scottish Fire and Rescue Service.

All of them have to be satisfied that your property is safe and of good quality before a licence can be given. When your application has been received, arrangements will be made to carry out an inspection of your property. The inspections will normally be done by all services at the same time to avoid repeat visits by different departments, however, this may not always be possible.

Police Scotland will also be contacted to allow them to carry out checks on your suitability to hold a licence.

Planning/Building Permission

Please note that if you get a HMO licence this does not mean that other permissions are not required.

For Example:

A house in multiple occupation may also need permission from Development Control and from Building Control.

- planning consent or a certificate of lawful use may be required
- a building warrant may be required

You should be aware that even if your property already has planning consent (or a certificate of lawful use) or a building warrant you will still need a licence to use the building as a HMO.

You should check what you need to do by contacting Planning and Building Standards – tel 0300 100 1800.

These checks can be made at the same time as making your application for licence. It is not necessary to wait. However, you should be aware that a licence cannot be given until the Planning and Building Standards position has been sorted out.

You should be aware that in the event that alteration works are required to your building to meet the standards required by a licence, such alteration works must be approved by Building Standards. You may be required to obtain a certificate of completion for the works before a licence can be granted to allow you to operate.

The Conditions you must meet to get a Licence

BUILDING CONTROL – a current approval must be in place (see previous section)

BUILDING STANDARDS – Building Control check that any building to be used as a HMO meets adequate building standards. Such checks include:

- are there enough protected escape routes from the building
- are the escape routes adequately lit
- is there enough natural light to the bedrooms and living rooms
- is there enough ventilation to the property
- are there enough electrical socket outlets
- is the artificial lighting adequate
- are there enough toilets, bathrooms, sinks and wash basins
- are the arrangements for the storage and removal of waste adequate
- are heating appliances safe
- do the fires, chimneys and flues work safely, and
- are the stairs, landings and balustrades safe

You should be aware that adequate safety within a HMO is your responsibility. The Council will require you to have regular checks made of the electrical installations and the operation of any heating or cooking appliances. You must also ensure that adequate ventilation is provided to the property to avoid the presence of carbon monoxide from any heating or cooking installations.

You will be required to send certification from suitably qualified persons to confirm that the above requirements are met. This will normally be required at least once every three years.

FIRE SAFETY – A Fire Officer will inspect your property. The Officer checks things like:

- fire escapes
- there should be proper firefighting equipment
- there should be a proper fire alarm system
- there should be a proper fire detection system
- there should be a proper fire routine procedure

All of these measures must be well maintained and easily available at all times.

You should let the Fire and Rescue Service know when you have finished any work needed to bring the property up to standard so the work can be checked. The Fire and Rescue Service has the power to stop a property being used if it thinks it is dangerous.

Sleeping, Cooking and Toilet Facilities

The level of facilities and the adequacy of space standards is related to the number of people living in a HMO.

SPACE STANDARDS – the Council must ensure that properties are not overcrowded.

SLEEPING – Normally sleeping accommodation will be in the form of single or double bedrooms. Every bedroom or living room must be big enough to take:

- a bed
- a wardrobe (except where the property has built-in wardrobes)
- a chest of drawers

The rooms must be big enough to allow movement around each piece of furniture.

COOKING – If meals are not provided the HMO must have suitable cooking facilities. Normally there must be at least:

- a sink with a drainer and an adequate supply of hot and cold water
- adequate facilities for food storage
- adequate impervious work surfaces for food preparation
- a cooker

The rooms must be big enough to allow movement around each piece of equipment.

SANITARY FACILITIES – There should be:

- enough toilets
- baths or showers
- wash basins

all with an adequate supply of hot and/or cold water and of sufficient number to suit the number of people living in the building.

SPACE STANDARDS

The size of bedrooms, living rooms, kitchens and bathrooms must be big enough to suit the number of people in an individual room or in the HMO.

NUMBER OF FACILITIES

Similarly the number of sinks, cookers, toilets and bathroom/shower rooms must be enough to suit the number of people in an individual room or in the HMO.

Note: The location of toilets and bathrooms must be such that they can be reached without passing through another bedroom. They must also be located at the same level as a bedroom or not more than one floor up or down from the bedrooms. Environmental Health will advise on such facilities having regard to the number of occupiers.

GENERAL STANDARDS

The building must be kept in a good state of repair, inside and out. All the fixtures and fittings must be maintained and must be in good working order.

Suitable arrangements must be made, inside and outside, for drying clothes and bedding etc.

The Health and Safety at Work Act 1974 and the Food Hygiene Regulations apply in the HMO where people work or where food is provided.

You must send the Building Control a safety certificate, supplied by a qualified fitter, for all gas appliances like fires, central heating and cookers. LPG cylinders (eg Calor Gas) cannot be used or stored at all.

All upholstered furniture should comply with The Furniture and Fittings (Fire) (Safety) Regulations 1988. Copies are available from Trading Standards at SBC Headquarters 0300 100 1800.

Rent Books and Leases

The HMO licence covers the way rent books, occupancy records, leases and occupancy agreements are drawn up. Officers check these and they must be approved before they can be used. When you apply for your licence you must send us a copy of the lease or occupancy agreement which you give to residents. Officers will visit residents living in the accommodation to talk about how the HMO is run. After this Officers will arrange to meet you.

A list of suggested points to be covered in any lease or occupancy agreement can be found in Annex A.

Police Check

The Police look at each application to see if you are a *fit and proper person*. They will look at any convictions listed on the form (or not listed or forgotten about) to help them make their decision

Decision Process

The whole process is complicated and does involve a lot of inspections. But the Council must give you a decision about your application within twelve months of getting it. The Council makes every effort to grant a licence within six months but some properties need to have work done on them to bring them up to an acceptable standard.

If this is the case, the Council will write to you to ask about your plans to have the work done and how long it is going to take. This is to give you a chance to get things sorted out before the six month deadline.

The application goes to the Officer responsible for licensing with a recommendation it should be approved when:

- all the work has been done
- none was needed
- all the departments and bodies consulted approve

Otherwise the application goes to the Licensing Committee. The Committee meets as required. You will be sent a letter inviting you or someone representing you to put forward your views. You will also be sent copies of the papers which the Committee will be considering.

The Committee has three options:

- grant the licence subject to the standard conditions
- grant the licence subject to the standard conditions plus other conditions specifically for your property - we will check these conditions are met
- refuse the application

You can appeal against a refusal or any conditions attached to your licence. This appeal must be made to the Sheriff Court within 28 days of the Committee's decision. If you decide to make an appeal it is in your best interests to get advice from a solicitor. You can also get advice on the procedures involved from the Sheriff Clerk at Selkirk or Jedburgh.

REMEMBER – It is a crime, carrying a fine of up to £5,000, to:

- **operate a HMO without a licence**
- **ignore the conditions attached to a HMO licence**
- **lie to the Council on your application form**

LICENSING CONDITIONS

1. The Premises shall comply with the Scottish Borders Council's "Standards for Shared Accommodation".
2. Where appropriate the Licenceholder shall comply with The Food Safety Act 1990, The Food Hygiene Regulations, The Health and Safety at Work Act 1974, and the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended from time to time.
3. The Premises shall be provided with:
 - (a) adequate means of escape in case of fire;
 - (b) adequate means of ensuring that the means of escape can be safely and effectively used at all times;
 - (c) adequate and suitable fire-fighting equipment;
 - (d) an adequate fire alarm system;
 - (e) an adequate number of smoke detectors;
 - (f) an adequate number of Notices detailing procedures in the event of fire;
 - (g) adequate heating, lighting and ventilation.

The equipment required to comply with this Condition shall be adequately maintained at all times, and it shall be the responsibility of the Licenceholder to ensure adequate instruction is given to residents/occupants of the premises in the said procedures.
4. The use of the premises must comply with the terms of any planning permission and/or listed building consent issued by the Scottish Borders Council's Planning and Development Committee from time to time.
5. The use of the premises shall be as authorised from time to time by the Scottish Borders Council in terms of The Building (Scotland) Acts 1959 and 1970.
6. The number of persons residing in the premises at any one time shall not exceed the maximum number stated on the Licence.
7. Liquefied Petroleum Gas (LPG) shall not be used or stored in any part of the premises.
8. The Licenceholder shall allow access to the premises for the following officials for licensing purposes:
 - (i) Any officer of Scottish Borders Council;
 - (ii) Any officer of Police Scotland;
 - (iii) Any officer of Fire Scotland.
9. The Licenceholder shall be responsible for the day-to-day running of the premises and shall use all available means to ensure that no disturbance arises within or from the premises.
10. The Licenceholder shall ensure that adequate and up-to-date records are maintained for all residents. These records shall be made available on request to officers of Scottish Borders Council and shall include the following details:
 - (i) Each resident's full name;
 - (ii) Dates of entry and departure of each resident;
 - (iii) Each resident's record of rental payments/arrears.
11. Where the rent is payable weekly, the Licenceholder shall record all payments of rent in a Rent book which shall be retained by the resident. Otherwise, a written receipt of each rental payment shall be issued to residents.
12. The Licenceholder shall issue receipts for any rental deposits received.
13. The Licenceholder shall refund the rental deposit, or part thereof, within fourteen days of any agreed occupancy termination date or as soon as is practicable thereafter.
14. The Licenceholder shall comply with all relevant legislation affecting private sector residential tenancies, including any regulations made thereunder.
15. Occupancy agreements must meet with the approval of The Scottish Borders Council, and once approved must not be altered unless the Licenceholder obtains further Council approval.
16. The Licenceholder shall be responsible for ensuring that all electrical installations are in accordance with the current IEE Wiring Regulations, and that electrical appliances provided by the Licenceholder are maintained in a safe and satisfactory condition. The Licenceholder shall be responsible for ensuring that a certificate of compliance and test for the electrical system shall be submitted to the Council at least once every three years at the time of licence renewal (PIR - periodic inspection report). PIR reports last for a period of five years. Where the validity of a report runs out part way through a licence period the Licenceholder should submit a new report. The Licenceholder shall also be responsible for ensuring that a certificate of compliance and test for any appliances provided is carried out every year (PAT - portable appliance report). A current PAT report must be submitted to the council at the time of licence renewal. A registered electrical contractor shall provide the certification of compliance.

17. The Licenceholder shall be responsible for ensuring that all gas-fired, oil fired and solid fuel installations are in accordance with the current British Standards, and that all appliances provided by the Licenceholder are maintained in a safe and satisfactory condition, including any chimney and/or flueing arrangement. A gas safety test and inspection report should be carried out annually on all appliances. The Licenceholder shall be responsible for ensuring that a certificate of compliance and test is carried out annually and a current gas safety inspection and report shall be submitted to the Council at least once every three years at the period of licence renewal. A registered competent contractor shall provide the certificate of compliance.
18. The Licenceholder shall comply with the current regulations regarding the maximum re-sale prices of gas and electricity supplied, where appropriate.
19. The Licenceholder shall ensure that residents' mail is available to residents on a daily basis.
20. A telephone to which the residents have access shall be installed in the premises for the purpose of calling the Emergency Services, and shall be maintained in good working order by the Licenceholder.
21. Adequate facilities must be provided for the storage and disposal of refuse.
22. Where appropriate the Licensee shall ensure that let rooms are secure with a suitable lock. The type of lock used must ensure that immediate exit from the room can be achieved without using a key.
23. The Licenceholder shall display the Licence and these Conditions in a prominent position within the premises.

STANDARDS FOR SHARED ACCOMMODATION

1.0 Fire Safety and Means of Escape from Fire

- 1.1 All premises must have adequate fire safety precautions and means of escape from fire. *(Note: Scottish Borders Council will consult with the Fire Service on this matter and will take action to ensure compliance with their recommendations).*

2.0 Space Standards for Sleeping Accommodation

- 2.1 Sleeping accommodation should be single or double rooms. Minimum space standards are as follows:
8 square metres per person, where the room is only used as a bedroom
10 square metres per person, for a bed-sitting room

3.0 Cooking Facilities

- 3.1 Where board is not provided, each letting unit must contain a cooker (with rings, grill and oven) or a combination microwave. Where a common kitchen is provided it must contain a cooker (with rings, grill and oven) and sink for each five people or part thereof. No common kitchen shall be used by more than ten people.
- 3.2 Each sink must be provided with a hot and cold mains water supply and drainer.
- 3.3 Each letting unit or common kitchen must have suitable and sufficient facilities for preparing and storing food and for storing and disposing of refuse.

4.0 Sanitary Facilities

- 4.1 For each five people or part thereof there must be provided a bath or shower, water closet and wash-hand basin.
- 4.2 Each bath, shower and wash-hand basin must have hot and cold running water available at all times.
- 4.3 Each letting unit to be no more than one floor from any sanitary fitting. *(Note: These standards apply to the total number of people living in the premises, including owners, staff and residents).*

5.0 Other Facilities

- 5.1 Each premise must have a fixed space heating appliance or a central heating system, capable of either:
- (a) maintaining a temperature of 18 centigrade throughout the premises when the outside temperature is minus 1 centigrade, or
 - (b) making available not less than 3KW of heating in a living room.
- 5.2 Every bedroom, bed-sitting room and living room must have an openable window of an aggregate glazed area equal to at least 1/15th of the floor area of the room and situated in an external wall or roof.
- 5.3 Every kitchen, bathroom and wc compartment must have an openable window of an aggregate glazed area equal to at least 1/15th of the floor area of the room or a mechanical ventilation system capable of providing at least 3 air changes per hour.
- 5.4 Every bedroom or bed-sitting room must be located so that it is not necessary to pass through a kitchen or a bedroom in order to reach a bathroom, wc compartment or hall.
- 5.5 There must be an electric lighting system providing at least one lighting point to every room, kitchen, bathroom or wc compartment.
- 5.6 In every kitchen and bed-sitting room there must be provided at least 6 electric socket outlets: and in every bedroom and living room there must be provided at least 4 electric socket outlets.
- 5.7 The fabric of the premises must be maintained in a good state of repair. All fixtures and fittings within the premises must be maintained in a good state of repair and working order.

6.0 General

- 6.1 The Health and Safety at Work Act 1974 and the Food Hygiene Regulations will apply in any premises where persons are employed or where board is provided.

ANNEXATION A

OCCUPANCY AGREEMENT CHECKLIST

This annex gives an indication of the sorts of provisions that local authorities might want to see in a tenancy or other occupancy agreement, although all of these items will not apply in every case.

OPERATOR RESPONSIBILITIES

General Points

The agreement should contain the following:

- the name and full contact address of the operator as well as the address of the property being let to be supplied to the tenant
- all tenants to have a written agreement regardless of type of tenancy
- agreements to be written in plain English
- summary translations of agreement into ethnic minority languages to be available where appropriate
- agreement to state both a start and end date for the tenancy
- agreement should refer to an inventory of furniture and fittings and the condition of these
- agreements to contain undertaking that rent deposits will be held in an identifiable rent deposit account and returned within 14 days of tenant's departure
- where rent paid weekly, payments to be recorded in rent book to be retained by the tenant, otherwise written receipts to be issued for rent deposits and rent payments – stubs to be retained for inspection
- occupancy records to be kept including residents' names, dates of arrival and departure and record of rent payments and arrears
- only rent book, occupancy records, leases and tenancy agreements approved by the licensing authority to be used
- agreement to contain statement that 24 hours notice will be given in writing of intention to enter a tenant's room for the purpose of carrying out routine maintenance and repairs
- agreement to contain statement that pursuit of repossession will be by lawful court procedures only
- agreement to undertake that resident's mail will be available on a daily basis.
- agreement to contain undertaking that a telephone in working order is provided to enable residents to call emergency services
- agreement not to cause, or allow any employees, or any person visiting the household on the operator's behalf to commit any act of violence or any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age against the tenant, the tenant's family or anyone visiting the HMO
- agreement to contain clause to the effect that the operator is responsible for ensuring that tenants comply with the terms of their lease and conduct themselves in a way that does not interfere with the right of neighbouring residents to enjoy peaceful occupation of their homes
- agreement to refer to protocol between operator and local authority for the rehousing of temporarily displaced tenants
- agreement to contain following clauses relating to repairs and maintenance
- agreement to set out rights on sub or part letting of property

STRUCTURE AND EXTERIOR

The operator will (in conjunction with other owners if appropriate) keep in repair the structure and exterior of the house and keep it fit for human habitation, including:

- drains, gutters and external pipes (this does not include the clearance of blockages caused by the tenant's negligence)
- the roof
- outside walls, outside doors, windowsills, window catches, sash cords and window frames, including external painting and decoration
- internal walls, floors and ceilings, doors, door frames and internal staircases and landings (including painting and decoration)
- chimneys, chimneystacks and flues
- pathways, steps or other means of access
- plasterwork
- integral garages and stores
- boundary walls and fences
- making good damage caused by acts of vandalism/criminal activity by a person or persons other than a tenant, any member of his/her household or a tenant's visitor(s) provided they have been notified to the police within 24 hours of occurring, or as soon as is reasonably practicable by the tenant or by someone acting on the tenant's behalf

INSTALLATIONS

The operator will maintain and keep in proper working order any installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity in compliance with current safety legislation including:

- basins, sinks, baths, toilets, flushing systems and waste pipes, showers and water tanks
- electric wiring, fireplaces, fittings, fires and central heating installations, door entry systems, TV aerials and extractor fans

The operator will also maintain fire safety precautions and installations and exterior routes.

DISPOSAL OF RUBBISH

- adequate facilities to be provided for the storage and disposal of rubbish
- operators should ensure that residents are aware of and comply with, arrangements for rubbish presentation in common properties.

INSURANCE

The operators will maintain comprehensive building insurance. The operator is not responsible for the arrangement of contents insurance cover for property belonging to tenants but may wish to arrange such cover for any of his own moveable property within the HMO.

COMMON PARTS

- the operator will (in conjunction with other owners where appropriate) take reasonable care to keep common parts in repair and fit for use by the tenant and other occupiers and visitors to the property
- provide appropriate lighting in all common parts
- contribute to arrangements for maintaining and cleaning gardens and mutual areas.

FURNISHINGS

Where the subject of the let is furnished the landlord will ensure that furnishings are fit for this purpose and comply with current fire safety regulations and other relevant legislation and regulations.

SECURITY

- where appropriate the landlord should ensure that let rooms are secure with a suitable lock
- the type of locking device MUST ensure that immediate exit from the room can be achieved by the occupier WITHOUT THE USE OF KEYS

TENANT RESPONSIBILITIES

Agreement to contain following clauses relating to the use of the accommodation:

The tenant agrees:

- to pay the rent for the accommodation at such intervals and for such amounts as have been agreed with the landlord
- to occupy the accommodation as a private dwelling
- to advise the landlord of who will be living in the accommodation and also of any changes in the household
- not to use or allow the accommodation to be used for illegal purposes
- not to use or allow the accommodation to be used as a base for any business purposes without the written consent of the landlord
- not to cause or allow any person occupying or visiting the house to cause nuisance or annoyance to neighbours or to cause any nuisance or annoyance within the vicinity of the house
- not to commit or allow members of his/her household or persons visiting the house to commit any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age which may interfere with the peace and comfort of, or cause offence to, any other neighbours or members of their household either in their accommodation or in the vicinity of the house
- to keep any domestic pet (where permitted) under supervision and control and to ensure that it does not cause nuisance to neighbours or deterioration in the condition of the house, common areas or the vicinity of the house
- not to cause, or allow any member of his/her household, or any person visiting the household to commit any act of violence or any form of harassment on the grounds of race, colour, religion, gender, sexual orientation, disability or age against the landlord or any member of his staff
- not to interfere with equipment and services
- not to interfere with fire precautions

Agreement to contain following clauses on repairs and access:

NOTICE OF REPAIR AND ACCESS

The tenant shall report promptly to the landlord any defect or disrepair (including the results of vandalism) for which the landlord is responsible and shall ensure that access is provided to the property for repairs to be carried out and for the inspection of gas and electrical installations.

NOTICE OF ABSENCE TO LANDLORD

The tenant shall inform the landlord if he intends to leave the premises on holiday, business or for any other reason for a period of over 14 days to enable the landlord to take any steps to maintain and/or carry out repairs as necessary.

EMERGENCIES

The tenant will take all reasonable steps to ensure that the landlord is notified immediately of emergencies, including those involving the supply of water and to ensure that, where necessary, access can be gained by the landlord's representatives. In the event that the landlord is informed or becomes aware of any emergency and the tenant is unable to provide access to the property immediately, it is agreed that the landlord may gain access to the property, using forcible entry if necessary.

INTERIOR

- the tenant shall keep the interior of the accommodation in good and clean condition
- the tenant shall keep fittings and furnishing clean.

NEGLECT

The tenant agrees to repair or replace items damaged through neglect, carelessness or wilful damage on the part of the tenant or any member of the tenant's household or a visitor.

COMMON PARTS

- the tenant will, in turn with other occupiers, sweep and clean the common parts at least on a weekly basis, or as required.
- if the tenant fails in any of these responsibilities the landlord may carry out the work and recover the costs from the tenant

OTHER

The agreement should contain:

- conditions for ending the tenancy
- details of any rights of succession
- provision that the tenant shall dispose of rubbish in an appropriate manner and at the appropriate time
- provision for the landlord and tenant to jointly inspect the accommodation to ensure installations are in working order and furniture and fittings are fit for purpose and for the landlord to rectify any faults reported by the tenant within 7 days of taking up residence.
- identification of the accommodation as a house in multiple occupation and of the licensing authority and the licensing authority's point of contact for complaints and queries
- liability to be agreed for gas, electricity and phone charges
- liability to be agreed for payment of TV licence
- liability to be agreed for payment of council tax

Houses in Multiple Occupation

PRIVACY NOTICE – HOUSE IN MULTIPLE OCCUPATION (HMO) LICENCES

What information do we need?

Scottish Borders Council will act as the 'Data Controller' for the personal data you provide to us. The Data Protection Officer, who is responsible for ensuring personal data is managed in accordance with data protection legislation, can be contacted as follows:

Address: Data Protection Officer, Information Management, Scottish Borders Council, Newtown St Boswells TD6 0SA.

Email: dataprotection@scotborders.gov.uk

Telephone: 0300 100 1800

The information we collect from you will include details such as your name, address, e-mail address, telephone number, date and place of birth and (if applicable) national insurance number, details of any previous criminal convictions and previous licence information.

Why do we need this information?

Your information is being collected to allow Scottish Borders Council to administer the process of applying for licences under the Housing (Scotland) Act 2006.

We need to know the personal data requested on the application form in order to provide this service to you. If you do not provide this information then we will be unable to process your request for a licence. We will not collect any personal data from you that is not needed for this purpose.

The lawful basis for collecting your information in these circumstances is:

Compliance with legal obligation: Scottish Borders Council is required to collect your information in order to carry out the function of providing licences in relation to the Housing (Scotland) Act 2006, which is a statutory function of a local authority.

Where we collect special category data this processing is necessary for reasons of substantial public interest for aims that are proportionate and which contain appropriate safeguarding measures.

What will we do with your information?

We will use your information to process your application for a licence. Depending on the type of licence, this will involve sharing your information as shown in the table below.

Type of licence	Who your information will be share with
House in Multiple Occupation	Police Scotland, Building Standards, Planning and Regulatory Services, Scottish Fire and Rescue Service, NHS Borders, Private Landlord Registration, Anti-Social Behaviour Unit, Licensing Enforcement Officer, Trading Standards, Environmental Health

Applications where valid objections or representations are made will be considered at meetings of the Civic Government Licensing Committee, which are open to the public however some business maybe held in private. We are also required to publish information in licensing registers, which will include your name, address and type of licence. No special category data is included in the register.

When you do not provide information directly to us, we may receive it from other relevant organisations including other Council services, other Local Authorities or Police Scotland.

You should also be aware that your data will be stored on servers located within the United Kingdom. We will take all reasonable steps to ensure that your data is kept secure and more information on how we do this can be provided by contacting the Data Protection Officer.

How long will we keep your information?

We will keep your information for the length of time specified within our document retention schedules, and after this period it will be destroyed under secure arrangements. More information on our retention policy and procedure can be obtained from the Data Protection Officer if required.

Automated Decision Making

No automated decision making will take place.

Your Rights

You have the right to request access to any personal data held about you by the Council. You can also request that we restrict the use of your information or even object to any further processing. You can do this by contacting the Data Protection Officer using the contact details provided above. We will respond to your request within thirty calendar days.

For more information on your rights please visit our website <http://www.scotborders.gov.uk/DPYourRights> or if you would like a hard copy of this information, please contact us using the contact details provided above.

If you are unhappy with the way the Council has processed your personal data please contact the Council's Data Protection Officer. If after raising your concerns with the Data Protection Officer you remain dissatisfied you have the right to complain to the Information Commissioner's Office.

Information Commissioner's Office

The ICO is the UK's independent body set up to uphold information rights.

Information Commissioner's Office
 Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
 Telephone: 0303 123 1113
 Email: casework@ico.org.uk

The Information Commissioner's Office – Scotland
 45 Melville Street, Edinburgh, EH3 7HL
 Telephone: 0303 123 1115
 Email: Scotland@ico.org.uk