



Property Approval Application Form



Landlord or Agents Details

Name:
Correspondence Address:
Post Code:
Contact Tel No:
Email:
Property owner/landlord name:

Property Details

Full Postal Address:	
Post Code:	
Type of Tenancy:	<input type="checkbox"/> AST <input type="checkbox"/> Other please state.....
What type of property?	<input type="checkbox"/> Single family <input type="checkbox"/> Shared house/flat <input type="checkbox"/> Bedsit <input type="checkbox"/> Other
	Is it a licensed HMO? <input type="checkbox"/> Yes <input type="checkbox"/> No
If you are a letting / managing agent, which redress scheme do you belong to?	Are you a member of an industry group or organisation? - please give membership number

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

If the property receives a Fit 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 rented 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 www.cheltenham.gov.uk

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, 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 well being 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 properties with solid fuel appliances these are required and it is strongly recommended that all properties with gas or oil 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.

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 join (and if successful remain on) the Approved Property List.

DECLARATION: I agree that my name and contact details will be included in the Register of Approved landlords unless I write to advise otherwise, the register will be made publicly available on www.cheltenham.gov.uk. I hereby give my consent to the Council holding and retaining personal and sensitive information about me for the purposes of applying to join Fit to Rent.

I understand that it will be made available to other sections of the council, 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.

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.

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 Gloucestershire. 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 within Gloucestershire. 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 landlord approval and remove any Property Approvals, if I breach the Code of Practice or the Property Standards or any conditions provided in connection with this declaration.

Name

Company (if applicable)

Signature..... Date.....

Checklists

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

<input type="checkbox"/> Current Electrical Certificate	<input type="checkbox"/> Current Gas Safe landlord safety Certificate
<input type="checkbox"/> Energy Performance Certificate	<input type="checkbox"/> Fire Alarm Certificates
<input type="checkbox"/> Copy of Tenancy Agreement	<input type="checkbox"/> Details of Tenancy Deposit Protection scheme
Payment of £300 has been made:	<input type="checkbox"/> Cheque (enclosed) <input type="checkbox"/> Online (ref no.)..... <input type="checkbox"/> Phone (ref no.).....

Please submit your Property Approval application to:

Enforcement
Cheltenham Borough Council
Municipal Offices
Promenade
Cheltenham
GL50 1PP
enforcement@cheltenham.gov.uk

PLEASE READ - IMPORTANT NOTES

1. All approved properties must fully comply with the Fit 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.
3. Property approval may be revoked at any time. The property will be removed from the Approved Property List and the Council will inform the landlord in writing for the reasons for revocation.
4. A landlord or organisation may appeal in writing to the Private Sector Housing Manager for the Council. A landlord / managing organisation will be informed in writing of the appeal decision from the Gloucestershire Private Sector Manager's group.
5. 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.
6. 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.
7. Adoption of the Fit 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 Fit 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 Fit 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.