**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**Module Content.**



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## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.1 What are Implied Terms?

Implied terms are terms that are considered to be part of a legal lease, tenancy agreement and/or licence even though they are **not actually written down** in that document. Implied terms can arise from common law and/or statute.  
  
**The main terms implied by common law are detailed below:**

* The right of a tenant to Quiet Enjoyment of a rented property without intrusion or disturbance by a Landlord or Agent
* Tenant must use the property in a tenant-like manner;
* The tenant shall not permit waste (damage);
* Fair wear and tear;
* The tenant must not use the rent to pay for repairs, except in very limited circumstances;

**The obligation on the tenant to act in a tenant-like manner was summed up by Lord Denning in the case of Warren versus Keen (1953) as follows.**  
"The tenant must take proper care of the place [...] He must clean the windows. He must mend the electric light when it fuses. He must unblock the sink when it is blocked by his waste. In short he must do the little jobs about the place which a reasonable tenant would do. In addition, he must not damage the house, wilfully or negligently and he must see that his family and guests do not damage it. If they do he must repair it."

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.2 What are Statutory Implied Terms?

**Section 11 of the Landlord and Tenant Act 1985**implies a term into tenancy agreements for **less than seven years** that the landlord shall keep certain elements of the property, such as the gas and electric installations, in good repair.

There are 3 areas that are covered by this:

**Structure and exterior** – drains, gutters and exterior pipes are included in this.

**The installation of the supply of water, gas, electricity and sanitation** e.g. baths, basins, sinks, showers etc.

Thirdly, **space/water heating**, where you are responsible to keep this in repair if the property has this.

Notice that this does not mention the appliances like the cooker or the washing machine.

It is very important to keep records, as your section 11 responsibility to repair only begins once the tenant notifies you of the issue. Where you as the landlord have repairing responsibilities, you have the right to access the property for the purpose of viewing its condition and state of repair.

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.2 What are Statutory Implied Terms?**



Which of the following is the landlord’s basic repair responsibility under section 11 of the Landlord and Tenant Act 1985?

* Drains, gutters, roofs and exterior pipes.
* Maintain the garden.
* Kitchen appliances.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.2 What are Statutory Implied Terms?

Action can be taken by the tenant in the County Court for breaches of the landlord’s repairing obligation. This is a civil action and tenants can claim compensation for damage and inconvenience resulting from the breach. The landlord should receive notice of this in advance of any claim being brought, as tenants are now obliged to comply with the ‘Pre-action Protocol for Housing Disrepair’.



The responsibility for paying service charges which relate to the repair and maintenance of the structure or exterior of the building, or common parts of the building should not be passed to tenants.

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.2 What are Statutory Implied Terms?**



A tenant complains to the landlord of faults within the property: what option is available to the tenant if repairs are not arranged within a reasonable timescale?

* It is expected that the tenant should attend to the repairs and cover the cost themselves – it is their home after all.
* The tenant could supply quotes for the landlord and then, if the landlord does not get the repairs done, arrange the repairs themselves and withhold some of the rent to pay for the repairs.
* The tenant can abandon the property without notice.

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### 3.3 The Housing Health and Safety Rating System.

**You should ensure that any property you let is free from risk to the health and safety of your tenants.**

The **Housing Act 2004** places a statutory duty on local authorities to identify hazards and to assess the risks to the safety of the occupants. Local Authorities are required to use a system called the Housing, Health and Safety Rating System (HHSRS) to identify and assess these risks.  
  
  
The aim of the Housing Health and Safety Rating System is to achieve a reasonably safe and healthy environment for anyone who uses the property.  
  
The HHSRS lists **29 hazards** that you need to be aware of:

|  |  |
| --- | --- |
| **Physiological:**  Damp and mould growth Excess cold Excess heat Asbestos and manufactured mineral fibre Biocides (e.g. damp and timber treatment products) Carbon monoxide and fuel combustion products Lead Radiation Uncombusted fuel gas Volatile organic compounds | **Infection:**  Domestic hygiene, pests and refuse Food safety Personal hygiene, sanitation and drainage Water supply for domestic purpose |
| **Accidents:**  Falls associated with baths Falling on level surfaces Falling associated with stairs and steps Falling between levels Electrical hazards Fire Flames and hot surfaces Collision and entrapment Explosions Position and operability of amenities Structural collapse and failing elements | **Psychological:**  Crowding and space Entry by intruders Lighting Noise |

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.3 The Housing Health and Safety Rating System.**



What is the main aim of the Housing Health & Safety Rating System (HHSRS)?

* To expose landlords who are renting out poor quality properties and impose fines and penalties as punishments with no guidance given for required improvements.
* To achieve reasonably safe and healthy environments for anyone who uses the property – tenants, owner/occupiers and visitors.
* To eliminate ALL hazards within all properties across the country.

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.3 The Housing Health and Safety Rating System.**

**The HHSRS is a technical system which looks at a combination of the:**

* Type of hazard;
* Likelihood of the hazard causing harm to someone within the next 12 months;
* Potential seriousness of this harm should it occur.

Local Authorities have **statutory duties and powers** to take enforcement action to deal with properties containing hazards.  
  
Where serious hazards (category 1) are identified, Local Authorities have a duty to take enforcement action. They have discretion to act in relation to less serious (category 2) hazards. The circumstances in which Local Authorities will take action over category 2 hazards will vary and will depend on the individual local authority’s enforcement policy.  
  
**If a hazard presents a severe threat to health or safety it is known as a category 1 hazard.**

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### 3.3 The Housing Health and Safety Rating System.

According to the Office of National Statistics (2013/14) students are more likely to be victims of crime than those in other groups. Property crime, including burglary, represent a significant risk to areas where student accommodation is prevalent.

Student accommodation is often targeted due to the lack of awareness amongst students of the risks associated with leaving doors and windows unlocked.

For landlords and agents who rent out properties to students it's important to provide some basic home security advice. Please watch the following video for more information.

[**https://www.youtube.com/watch?v=2PGfWZeNe9Y**](https://www.youtube.com/watch?v=2PGfWZeNe9Y)

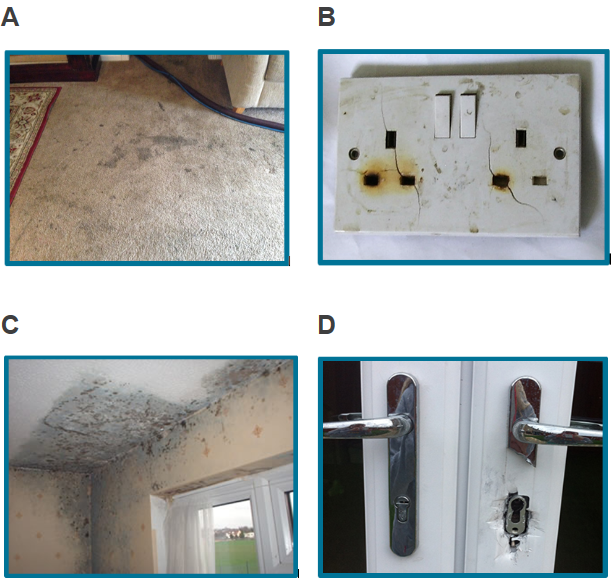
Home Security Advice for Cardiff Students. 2014. [video] Cardiff Digs.

# RSW Online Landlord Course

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### Please look at the pictures and answer the question below.





**Which of the above pictures are considered a hazard under the Housing Health and Safety Rating System?**

##### A, D and C

##### D, A and C

##### B, C and D

##### B and D

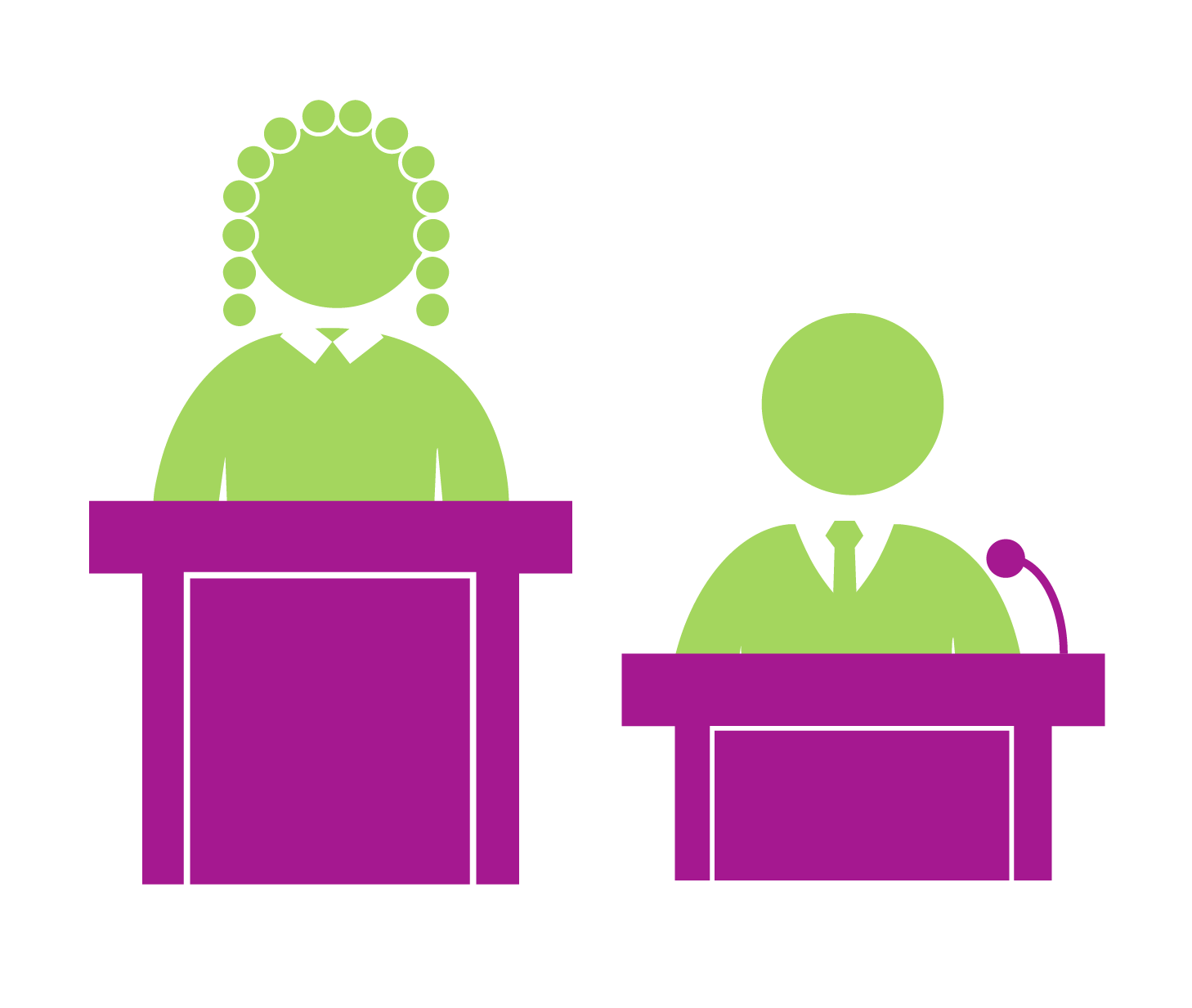
**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.4 Local Authorities' enforcement powers (HHSRS)**

In **extreme circumstances** immediate emergency action can be taken by local authorities. However, enforcement normally involves the service of a legal notice requiring varying actions. **These include:**

* An Improvement Notice requiring remedial works;
* A Prohibition Order, which closes the whole or part of a dwelling or restricts the number of permitted occupants;
* A Hazard Awareness Notice, which advises that a hazard exists, but does not demand works are carried out;
* A Demolition Order;
* Designating a clearance area.

**If you fail to comply with a notice you can be fined an unlimited amount in a Magistrates’ court.**



An appeal against enforcement actions is made to the Residential Property Tribunal.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.5 Condensation

**Condensation** occurs when water vapour in the air inside the house condenses on a cold surface. It can occur at any time of the year and is seen as misting or water droplets on windows, walls, tiled areas, concrete floors and toilet cisterns. Condensation can even occur inside tightly packed clothes in the wardrobe and chest of drawers.

In order to prevent condensation, landlords, agents and tenants have a role to play. The key to solve condensation issues is prevention and quick intervention so problems do not escalate. If tenants report condensation in the house, landlords and agents should assess the issue and provide guidance on how to solve the problem. In some circumstances this might include providing tenants with an outside washing line, tumble dryer which is vented to the outside etc.

**To reduce condensation:**

**Reduce the moisture levels in your home.** Dry clothes outside or use a tumble dryer which is vented to the outside.

**Ventilate your home.** Opening windows and doors helps to remove moisture by letting in fresh air. Fix extractor fans in bathrooms and kitchens are very good in reducing the levels of moisture.

**Insulate your home.** This will help to reduce the number of cold areas, such as lofts, external walls etc. Another benefit is that the rooms will retain the heat more effectively, therefore reducing condensation.

**Heat your home adequately.** Avoid heating the house for less than an hour, this only increases the problem. Ensure you heat your home at least 3 hours at a time. The key is to maintain the same temperature for longer instead of raising it.

The average household will produce 112 pints of moisture per week through cooking, bathing and breathing. The moisture is increased when clothing is dried in the home.



Tenants should be provided with information about the proper use of heating and ventilation and practices to reduce the risk of damp and mould growth.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.5 Condensation

**Damp and mould**

Rising damp is caused by ground water moving up from the groundthrough a wall or floor. The damp is normally seen at the bottom of walls on the ground floor.  
  
This can be caused due to the Damp proof course being lower than the ground outside the property which allows water to get in.  
  
Penetrating Damp is caused by water (rain, snow, floods) penetrating through walls and/or roof due to structural problems (the landlords’ responsibility) e.g. damaged cavity walls, faulty window frames.  
  
Mould and fungal growths result from dampness and/or high humidity (when the indoor relative humidity persistently exceeds 70%).  
  
Mould spores are always in the air and germinate on contact with damp surfaces (caused by rising damp, penetrating damp or condensation).  
  
Spores of mould and fungi can be allergenic, cause infections and other illnesses.



**Periodic inspections**: Good practice is for a landlord to periodically inspect a rented property to identify potential signs of disrepair or unfavourable conditions in which damp conditions can develop and address issues as soon as possible.  
  
To provide adequate clothes drying facilities e.g. washing lines.

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.5 Condensation**



Which of the following would help to reduce condensation?

* Educate tenants on how to prevent condensation. If necessary buy the tenant an external washing line or a tumble dryer to avoid the use of radiators.
* Do random visits to the property to check if the tenants are using radiators to dry clothes.
* Avoid heating and ventilating the house. These actions only increase the risk of condensation.

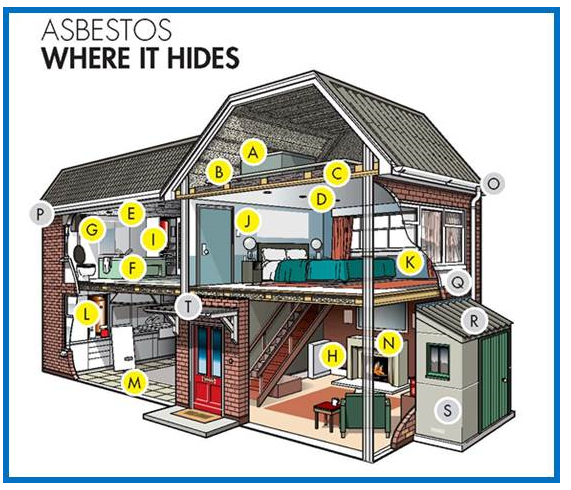
## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.6 Asbestos

The **Control of Asbestos Regulations 2012** came into force on 6 April 2012, updating previous asbestos regulations.

The management of asbestos apply to common parts of domestic properties. You should inspect your property for asbestos. When using contractors to carry out repairs and maintenance work, you should provide information on the risks associated with asbestos.

For further information on Asbestos visit: [**http://www.hse.gov.uk/**](http://www.hse.gov.uk/)

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**Inside**

**A**. Asbestos cement Water tank - **B**. Pipe lagging - **C**. Loose fill insulation - **D**. Textured decorative coating e.g. artex - **E**. AIB ceiling tiles - **F**. AIB bath panel - **G**. Toilet seat and cistern - **H**. AIB behind fuse box - **I**. AIB airing cupboard and/or sprayed insulation coating boiler - **J**. AIB partition wall - **K**. AIB interior window panel**L**. AIB around boiler - **M**. Vinyl floor tiles - **N**. AIB behind fire

**Outside**

**O**. Gutters and Asbestos cement downpipes - **P**. Soffits – AIB or asbestos cement  
**Q**. AIB exterior window panel - **R**. Asbestos cement roof - **S**. Asbestos cementpanels **T**. Roofing felt. **AIB = Asbestos Insulating Board**

(Picture adapted from the HSE [**website**](http://www.hse.gov.uk/asbestos/building.htm))

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### 3.7 Legionnaires' Disease.

**Legionnaires’ disease is a serious lung infection caused by Legionella bacteria.**You have a duty as a landlord or agent to assess the risk from exposure to Legionella, to ensure the safety of your tenants. However, **this does not need to be an in-depth, detailed assessment.**The risks from hot and cold water systems in most residential settings are generally considered to be low, owing to regular water usage and turnover.  
  
**A simple assessment may show that there are no real risks or that those that do exist are being properly managed and that no further action is needed.** It is important to review the assessment in case anything changes in the system. If you believe that your property presents a higher risk then you should seek professional advice.  
  
If you want to read more about this subject you can do so by visiting[**http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm**](http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm)

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.8 Gas Safety.**

To comply with **Gas Safety (Installation and Use) Regulations 1998,**a landlord must make sure that:

* The appliances **they have supplied** are checked by a registered gas installer within **12 months** of installation and ensure further checks at least **once every 12 months** after that;
* A gas safety check has been carried out on each appliance and flue every 12 months; gas pipe work should also be inspected to ensure it is not leaking;
* The registered gas installer must take action to leave the appliance safe if it fails a safety check;
* A copy of the gas safety record is given to any new tenant when they move in or to an existing tenant(s) within **28 days**of the check;
* You keep a record of the gas safety check made for each appliance for two years;
* Gas appliances, fittings, and flues are maintained in a **safe condition.**

  
**Ensure you use a gas safety registered engineer.**

**Find a gas safety engineer near you:**[**https://www.gassaferegister.co.uk/**](https://www.gassaferegister.co.uk/)

Watch: Gas safety tips to keep you safe in your home.

[**https://youtu.be/c4w5hp\_Nn9o**](https://youtu.be/c4w5hp_Nn9o)

Gas Safety Tips in the Home. 2014. [video] Gas Safety Register.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.8 Gas Safety.



Always ensure the gas safety engineer's registration is in date, and that they are qualified to do the work at your rental property. This information can be found on the engineer gas safety card.

**Watch: How to check the gas safe register ID card.**

[**https://youtu.be/M69wsw8qNNQ**](https://youtu.be/M69wsw8qNNQ)

How to Check the Gas Safe Register ID Card. 2014. [video] Gas Safety Register.



If a property is not served by mains gas, you should inform tenants of this, and provide them with information about local suppliers of gas and how much this is likely to cost them. This will help them to decide whether renting the property is affordable for them.

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.8 Gas Safety**



Gas Safety checks should be carried out every...?

* 5 years
* 12 Months
* 3 years
* 10 years

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.9 Electrical Safety

****

**Landlords have legal obligations to ensure that all electrical appliances supplied by them are safe at the date of supply.**

There is no **statutory requirement** to have annual safety checks on electrical installations as there is with gas. The Electrical Safety First recommends a formal periodic inspection and test being carried out on the installation at least **once every 5 years or on a change of tenancy**. There is also a statutory requirement that all **Houses in Multiple Occupation (HMOs)**must have their mains installation inspected every**5 years.**



Explain the workings of the heating and hot water installations, the location of the water stop tap, the main electrical fuse box (and shut-off switch), gas shut-off valve and the use of burglar alarm or any window and door locks.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.9 Electrical Safety.

Landlords do however need to ensure that the electrical installation and all electrical appliances are **‘safe’** with little risk of injury or death to humans, or risk of damage to property. This includes all mains voltage household electrical goods supplied by the landlord such as cookers, kettles, toasters, electric blankets, washing machines etc.**Any equipment supplied must also be marked with the appropriate CE marking.**

In order to meet these obligations, either supply new appliances or get any appliances provided checked by a qualified electrician before the property is let to new tenants.**All paperwork regarding the items (i.e. receipts, warranties, records of inspection) should be kept for a minimum period of 6 years.**

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.9 Electrical Safety.**

One way of helping to achieve safety is to undertake a regular formal inspection of the installation and appliances on an annual basis. The **Electrical Safety Council**advises that as a minimum, landlords and agents should:

* Check the condition of wiring, and check for badly fitted plugs, cracks and chips in casings, charring, burn marks or any other obvious fault or damage;
* Check that the correct type and rating of fuses are installed;
* Ensure all supplied appliances are checked by a competent person at suitable periods and that any unsafe items are removed from the property. Record details of all electrical appliances, including their condition and fuse rating;
* Ensure that instruction booklets are available at the property for all appliances and that any necessary safety warnings are given to tenants;
* Avoid purchasing second-hand electrical appliances for rented properties that may not be safe;
* **Maintain records of all checks carried out.**

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.9 Electrical Safety.**



Which of the following statements are correct? Tick all that apply.

* Any equipment supplied must also be marked with the appropriate CE marking
* There is a statutory requirement to have annual safety checks on electrical installations
* All HMOs must have their mains installation inspected every 5 years

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.10 The Furniture and Furnishings (Fire Safety) Regulations 1988.

Since **1 January 1997** persons who hire out furniture in the course of a business (and this includes furniture provided with rented accommodation) are required to comply with the **Furniture and Furnishings (Fire) (Safety) Regulations 1988.**These Regulations set safety standards for fire andflame-retarding requirements for upholstered furniture manufactured after 1950 or where the tenancy commenced after March 1993.

**. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.10 The Furniture and Furnishings (Fire) (Safety) Regulations 1988.**

**The regulations relate to:**

* Cover fabric, whether for use in permanent or loose covers, meeting a match resistance test;
* Filling materials for all furniture meeting ignitability tests.

**The regulations require that:**

* Furniture meets a cigarette resistance test;
* **Tenancies that commenced prior to 1993 are exempt**, but all additional or replacement furniture added after 1993 must comply with fire resistance requirements. Taking on a new tenant after 1993 means that all relevant furniture must comply with the regulations.

**To comply you should:**

* Only supply furniture displaying the **flame retardant marking**and make sure that tenants are not bringing furniture that does not comply into the property. **Note that it is only soft furnishings that are covered.**

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### 3.10 (a) Window Covering Safety (EN13120)

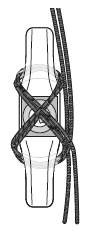
All window coverings such as blinds or curtains intended for indoor use that have a looped cord, beaded chain or other material supplied in a rental property are captured by the EN13120 requirements.

Landlords could be held liable should an accident occur, for example if a child is strangled or entangled.

The safest option is to replace all looped corded blinds in homes with cordless. Retrofitting of safety devices for blinds already in homes such as tie backs, cleats or snap connectors is permissible.

A landlord should ensure tenants are aware of how to operate the window covering safely and keep the cords away from young or vulnerable persons.

For further information please click [**here**](https://www.rentsmart.gov.wales/Uploads/Docs/blind-cord-safety%20Doc%20(002)%20(002).pdf).

https://www.rentsmart.gov.wales/Uploads/Image/agent%20online%20course/5.png                                    

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.11 Fire Safety.

Fire safety within the home is an extremely important issue, especially in mixed use premises and where unrelated occupiers, who live independently from one another, share common areas of the same building.

This area of law is covered by both the **Housing Act 2004 and the Regulatory Reform (Fire Safety) Order 2005.**

The Housing Act 2004 brought in a new system of regulation for fire safety in existing residential premises by way of the Housing Health and Safety Rating System (HHSRS), licensing provisions for houses in multiple occupation (HMOs) and management regulations for HMOs. In practice, the HHSRS is the principal tool used to assess and regulate fire safety standards, but HMO licensing conditions will reflect HHSRS assessments.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.11 Fire Safety.

**The duty is placed on the responsible person**, who is required to carry out a fire risk assessment and take specific action to minimise the risk of fire in the common parts. ‘Responsible person’ means:

“**the person who has control of the premises in connection with the carrying on of a trade, business or other undertaking**”.

In practice, this will usually be the landlord, but in the case of absentee landlords where the “carrying on of the business” is undertaken by a managing agent, it may be the managing agent. These provisions are enforced by fire and rescue authorities.

**Watch: Home Fire Safety Check**[**https://youtu.be/4ibHSe4PXWc**](https://youtu.be/4ibHSe4PXWc)

Home Fire Safety Check. 2012. [video] South Wales Fire and Rescue Service.



Tenants should be made aware of how to use any fire fighting equipment which may be provided, and how to exit the property safely in case of fire.

Properties should be fitted with at least one working smoke detector per floor.

Carbon Monoxide alarms should be provided in all rooms where gas, oil or solid fuel appliances are present.

[**5 steps to Fire Safety Risk Assessment.**](https://www.rentsmart.gov.wales/Uploads/Downloads/00/00/00/13/DownloadFileEN_FILE/5-steps-to-fire-safety-risk-assessment.pdf)

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.12 Smoking and the Health Act 2006.

The **Smoking and Health Act 2006** bans smoking, imposes obligations to take action to implement the ban and creates a number of criminal offences for those who choose to ignore or break the law.  
  
Tenants of **individually let rooms**and their guests are only permitted to smoke in bedrooms with the door closed. **Smoking is not permitted in the common areas of the building.**Where tenants are renting the entire dwelling – including tenants who are renting on a **joint tenancy and jointly renting the entire premises** – then there are no ‘public areas’ within their premises. The Smoke and Health Act 2006 **allows smoking in their shared living space, because it forms part of their dwelling.** Common stairwells and entry lobbies serving flats will be public areas.

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**3.12 Smoking and the Health Act 2006.**

Where public areas are involved, appropriate **‘no smoking’** signs should be clearly displayed at the entrances to and within premises in required areas.   
  
**Signs must meet a number of minimum requirements. They must:**

* Be at least A5 size;
* Display the ‘no smoking’ symbol;
* Contain, in characters that can be easily read by persons using the entrance, the words **‘No smoking. It is against the law to smoke in these premises’.**Inside buildings, for example at an entrance to smoke-free premises from other smoke-free premises, signs can simply show the no-smoking symbol.

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### 3.12 Smoking and the Health Act 2006.

Enforcement can be difficult. **People smoking tobacco products in prohibited areas should be politely asked to desist.** Tenants who refuse to desist from smoking in a public area after being asked politely to do so, should be **provided with a letter** from you. As their landlord or agent, you should advise them that their failure to adhere to this policy is also a criminal offence, and that unless the tenant complies with the law, action will be taken against them.  
  
If a tenant continues to smoke, it is recommended that they should be sent a letter by a solicitor. If no positive response is received to the solicitor’s letter and other tenants are complaining, you should take**legal advice in considering repossession proceedings.**The landlord themselves can face criminal proceedings and a hefty fine if they fail to take action to stop unlawful smoking.

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.12 Smoking and the Health Act 2006.**



What should you do if tenants are smoking in common parts of properties? (Tick all that apply)

* Only take action if you receive complaints from other tenants
* Make sure signs are clearly displayed showing where smoking is prohibited
* Speak to the offender and make them aware where they can and can't smoke

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.13 Houses in Multiple Occupation (HMO)**

**What is an HMO?**

In simple terms, an HMO is a building, or part of a building, such as a flat, that:

* Is occupied by **more than one household**and where the occupants share, lack, or must leave their front door to use an amenity such as a bathroom, toilet or cooking facilities;
* Is occupied by **more than one household**in a converted building where not all the flats are self-contained. ‘**Self contained’** means that **all amenities such as kitchen, bathroom and WC are behind the entrance door to the flat;**
* Is a converted block of self-contained flats, but does not meet the requirements of the **Building Regulations 1991**, and less than two thirds of flats are owner-occupied.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.13 Houses in Multiple Occupation (HMO).

Generally a **household is a family** (including co-habiting and same-sex couples or other relationship, such as fostering, carers and domestic staff).   
  
The definition of a family also includes parent, grandparent, child, stepchild, grandchild, brother, sister, uncle, aunt, nephew, niece, cousin and ‘a relationship of the half-blood shall be treated as a relationship of the whole blood’.  
  
**Each unrelated tenant sharing a property will be considered a single household.**Properties which are shared by two individuals are **exempt from the HMO definition**as are those with a resident landlord with no more than two lodgers.  
  
A **self-contained unit** is one which has a kitchen (or cooking area), bathroom and toilet for the exclusive use of the household living in the unit. If the occupier needs to leave the unit to gain access to any one of these amenities then the unit is not self-contained.

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**3.13 Houses in Multiple Occupation (HMO).**



Which of the following is a House of Multiple Occupancy?

* Two unrelated individuals sharing a property.
* A property where a resident landlord lives with two lodgers.
* Two storey house occupied by Emma, her best friend Victoria and Victoria's new born baby Huw.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.14 Duties on the Manager of an HMO.

The Management of Houses in Multiple Occupation (Wales) Regulations 2006 and 2007 place specific duties on the manager of an HMO. Failure to comply with the regulations is a criminal offence, leading to fines of up to £5,000 on conviction.

**Under the regulations the manager of a HMO has the...**

Duty to provide information to occupier

Duty to take safety measures, including fire safety measures

Duty to maintain the water supply and drainage

Duty to supply and maintain gas and electricity

Duty to maintain common parts, fixtures, fittings and appliances

Duty to maintain living accommodation

Duty to provide waste disposal facilities

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

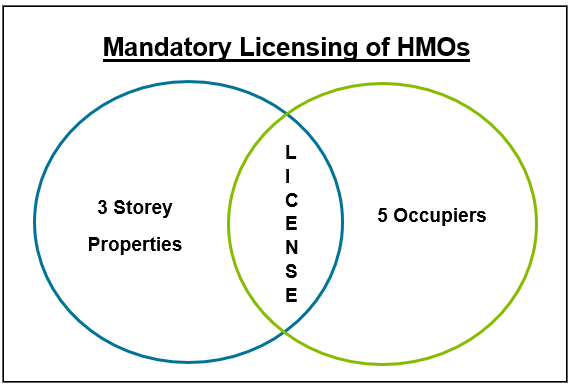
### 3.15 Licensing of Private Rented Properties.

Certain types of rented property have to be licensed with the Local Authority.   
 **Mandatory licensing applies to any HMO if it:**

• Comprises three storeys or more;

• Is occupied by five or more persons;

• Is occupied by persons from two or more households.



**The landlord cannot issue a section 21 notice as long as it remains unlicensed.** This means that where a licence is **compulsory**, unlicensed HMO landlords will be unable to evict their tenants by using the section 21 notice alone.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.16 What are the sanctions if I fail to comply with these HMO licensing schemes?

**Failure to apply for a licence for a licensable property or to allow a property to be occupied by more people than are permitted under the licence conditions is a criminal offence.**

**Sanctions may include:**A fine of up to £20,000. Failure to comply with licence conditions can result in fines of up to £5,000.

The Local Authority may apply to the Residential Property Tribunal Service (RPTS) for a "**Rent Repayment Order".**This will allow them to reclaim any housing benefit that has been paid during the time the property was without a licence up to a maximum of 12 months.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.17 Disposal of Waste

**Disposal of Waste**

Anyone who produces, stores, transports, disposes or has control of waste must take all reasonable steps to ensure that it is managed properly.

**The Environmental Protection Act (EPA) 1990** and other relevant UK laws regulate how waste should be managed and establish a number of waste offences, punishable by a fine or prison term.

There are three main types of waste offences:

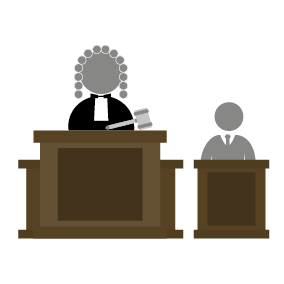
Please click on each image below to find out more.



You can find out more about the items that can be recycled by watching the **Recycle for Wales** video ‘Recycling around the home’ [**here,**](https://youtu.be/QBu1Gb_dzMY?list=PL1A48B198381DF7FE)or by looking at the interactive house on the Recycle for Wales [**website**](http://www.recycleforwales.org.uk/full-house).

****

Landlords/Agents, as part of their Duty of Care, should provide tenants with the details of the waste disposal options available to them upon receiving notice of termination of a tenancy.

**A landlord can appeal to the Residential Property Tribunal Service (RPTS), normally within 28 days, if the local authority refuses a licence, grants a licence with conditions or revokes or varies a licence.**



Should waste from a property be found to not be safely stored or disposed, the local authority can take enforcement action against tenants and/or landlords.  
  
**Where a tenant vacates a property and leaves waste that they have generated during their tenancy but failed to dispose of, this waste becomes the responsibility of the landlord/agent and deemed as commercial waste.**



A Rental property is classed as a business and any waste materials that come from clearing or maintaining the property is classed as commercial waste for which the landlord is liable.

It is your duty of care to take reasonable steps to check the person acting as a waste carrier is registered to carry waste. Waste that is not deemed as domestic waste for schedule waste collection service must be taken to a waste facility authorised to accept the type of waste or through the disposal by an authorised waste carrier (with a transfer note) whose business is registered with Natural Resources Wales (NRW).

It is the landlord’s responsibility as a commercial business to keep these transfer notes for a minimum of 2 years. Failure to provide this documentation could result in a £300 fixed penalty.

 You can find the registered carriers for your areas by visiting[**www.naturalresourceswales.gov.uk**](http://www.naturalresourceswales.gov.uk/) and search ‘public registers’.

Breach of Duty of Care is an offence, with a penalty of up to £5,000 on summary conviction or an unlimited fine on conviction on indictment.

# RSW Online Landlord Course

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.17 Disposal of Waste

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There are three main types of waste offences:

Please click on each image below to find out more.



It is illegal for any person to deposit waste (knowingly or unknowingly) in or on land without a waste management license (environmental permit). This is more commonly known as fly tipping.

**3. The Responsibilities and Liabilities of the Landlord / Letting Agent**

**3.17 Disposal of Waste**



Which of the following are correct regards your duty of care as a landlord (tick all that apply)?

* A landlord is responsible for the tenant’s waste left behind if it is incorrectly disposed of.
* You must take reasonable steps to ensure a waste carrier is licenced to dispose of your commercial waste.
* If you have informed your tenants on their waste responsibilities, your legal duties as a landlord are covered.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.18 Flood

Flooding can have devastating consequences for both landlords and tenants alike. Apart from the obvious damage to landlords’ properties and tenants’ belongings, flooding can put lives in danger. Therefore, it is important for landlords to provide some guidance on flooding to their tenants.

**What can you do to prepare for a flood?**

1. Landlords should make sure your tenants know who to contact and how. Contacts such as Floodline (0345 988 1188) and Emergency Services can be helpful if a flood occurs.

2. It is important for landlords and tenants to think about what they would want to move to safety during a flood, things like furniture, electrical equipment, a car.

3. In the event of a flood don't waste time, secure items of personal value.

4. Landlords are advised to have building as well as content insurance if the property is let part or fully furnished. However, tenants should have home insurance to protect their belongings and check that the policy covers flooding.

5. Landlords should ensure your tenants knows how to turn off the gas, electricity and water mains supplies.

6. Tenants as well as landlords should have a flood kit of essential items and keep it handy. This can include copies of building/home insurance, vital medication, pet and baby supplies, torch, first aid kit and bottled water etc

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.18 Flood

**Know your flood warning codes**

Landlords and tenants need to be aware of flooding and keep an eye on the water levels and weather situation at all times. Landlords should advise tenants to check the flood forecasts and the river and sea levels on the [**Natural Resources Wales website**](https://naturalresources.wales/flooding/?lang=en) or by listening to local news and weather forecasts.

Please click on each image below to find out more.



**FLOOD ALERT**

**What it means:**Flooding is possible.  
Be prepared.

**What to do:**Be prepared to act on  
your ﬂood plan.

Prepare a ﬂood kit of  
essential items.



**FLOOD WARNING**

**What it means:**Flooding is expected.  
Immediate action required.

**What to do:**Protect yourself, your family  
and help others.

Move family, pets and  
valuables to a safe place.

Keep a ﬂood kit ready.

Turn oﬀ gas, electricity and  
water supplies if safe to do so.

Put ﬂood protection  
equipment in place.



**SEVERE FLOOD WARNING**

**What it means:**Severe ﬂooding.  
Danger to life.

**What to do:**Stay in a safe place with  
a means of escape.

Be ready should you need  
to evacuate from your home.

Co-operate with the  
emergency services.

Call 999 if you are in  
immediate danger.

You can get up-to-date information about ﬂooding in your area by checking the  
website, [**https://naturalresources.wales/**](https://naturalresources.wales/) or by registering for the FREE Floodline Warnings Direct service 0345 988 1188.

## 3. The Responsibilities and Liabilities of the Landlord / Letting Agent

### 3.18 Flood

**What to do in an emergency.**

Follow these simple steps to stay safe:

**Listen to the advice of the emergency services.**

**1.** Check in with other people in your household - if they are not at home make sure they are somewhere safe.

**2.** Gather essential items together either upstairs or in a high place.

**3.**Fill jugs and saucepans with clean water.

**4.** Move your family and pets upstairs, or to a high place with a means of escape.

**5.** Turn off gas, electricity and water supplies when food water is about to enter your home if safe to do so. DO NOT touch sources of electricity when standing in flood water.

**6.**Keep listening to local radio for updates or call Floodline 0345 988 1188.

**7.**Check in with vulnerable neighbours or relatives.

**8.** Flood water can rise quickly, stay calm and reassure those around you. Call 999 if you are in danger.



Six inches of fast-flowing water can knock over an adult and two feet of water can move a car, avoid walking or driving through it.

**Video:**[**Joanne from St Asaph in Wales, talks about her experience of flooding in her home and shares her practical tips on what to do if you face flooding.**](https://www.youtube.com/watch?v=KXbpVPyH52E)

For further information on flooding please download [**What to do before, during and after a flood**](https://cdn.naturalresources.wales/media/1893/20140520-bda-english.pdf?mode=pad&rnd=131596369450000000).  You can also contact Natural Resources Wales on 0300 065 3000 or by email [**enquiries@naturalresourceswales.gov.uk**](mailto:enquiries@naturalresourceswales.gov.uk)  or visit their website[**www.naturalresourceswales.gov.uk**](http://www.naturalresourceswales.gov.uk/)**.** 