



## PERTH & KINROSS COUNCIL

### HOUSES IN MULTIPLE OCCUPATION

#### GUIDANCE NOTES AND STANDARDS FOR SHARED ACCOMMODATION

##### GUIDANCE NOTES

Before applying for a licence for a House in Multiple Occupation (HMO), please ensure that you have read the following Guidance Notes and Standards for Shared Accommodation. If you wish for any further advice regarding the Licensing Scheme or the relevant standards, please contact the Licensing Officer, Landlord Registration, Legal and Governance Service, Pullar House, 35 Kinnoull Street, Perth, PH1 5GD  
Email, [HMO@pkc.gov.uk](mailto:HMO@pkc.gov.uk) Telephone 01738 475102

##### THE LICENCE APPLICATION MUST BE MADE BY THE OWNER(S) OF THE PROPERTY

1. The Licensing Scheme commenced on 1 October 2000, and a Licence for a House in Multiple Occupation is required for premises where there are 3 or more qualifying persons living together who are not all members of the same family or of one or other of 2 families. **For more information on calculating qualifying persons see Section 8.**

A person needs a licence if they permit a house to be occupied as an HMO. Only the owner of a house can give such permission. The application for a licence must therefore be made by the owner, even if the property is leased to or managed by another person or organisation.

Co-ownership bodies will be exempt from licensing. This is defined in the Housing (Scotland) Act 2006 as "A co-operative housing association, within the meaning of Section 300 (1) (b) or the Housing (Scotland) Act 1987, the management of which is undertaken by general meeting".

##### **Agent and Owner Fines**

- **It is a criminal offence to operate an HMO without a licence. The maximum penalty is currently £50,000. In addition, Perth & Kinross Council may impose a suspension of rent order, so that no rent is payable by occupiers in relation to an HMO.**
- Agents should check that their clients (or prospective clients) are licensed where necessary. It is a criminal offence for anyone to act as an agent for an unlicensed owner of a licensable HMO, by doing anything "which directly permits or facilitates the

occupation of the living accommodation” as an HMO. The maximum penalty is £50,000.

- In addition, the court may disqualify the owner from holding a licence for up to five years and may disqualify an agent from acting for a licence holder for up to five years.

### **Enforcement Action**

- The maximum fine for a licence holder who breaches a licence condition or authorises an agent who is not specified in the licence and for an agent who causes a licence condition to be breached, is set at £10,000.
- The maximum fine for an HMO owner who represents an expired HMO licence as still being in effect, and for a person who prevents or obstructs someone exercising the local Perth & Kinross Council’s right of entry for various purposes is £1,000.
- Failure to provide information or providing false information is an offence with a maximum fine of Level 2 on the standard scale.
- Perth & Kinross Council has a right of entry to any land or premises to enforce the HMO licensing regime, which is enforceable by a court warrant.
- Perth & Kinross Council may revoke a licence at any time. The three possible grounds are that the licence holder or agent is no longer a suitable person, that the accommodation is no longer suitable for occupation as an HMO and cannot be made suitable, or that a condition of the licence has been breached.

## Application Process

### 1. The fees for Houses in Multiple Occupation licences are as follows:

Occupancy Level	Current Fee
Occupancy 3-5	£817.00
Occupancy 6-10	£899.00
Occupancy 11-20	£988.00
Occupancy 21-30	£1087.00
Occupancy 31-40	£1195.00
Occupancy 41-50	£1350.00
Occupancy 51-75	£1485.00
Occupancy 76-100	£1632.00
Occupancy 100+	£1794.00
Additional inspection fee	£80.00

**The application will not be processed until the relevant fee has been paid. Fees are non-refundable.**

**Fees can be paid by BACS. If you have an existing HMO please quote the HMO number as the payment reference. If you are applying for a new HMO please quote HMO and your name or the company name as the reference.**

**The Royal Bank of Scotland  
Sort Code – 83-47-00  
Account No: 11571138  
Reference: HMO**

Perth & Kinross Council must satisfy itself:

- That the applicant, and their agent, are a fit and proper person to hold a licence and must have regard to the factors detailed in section 85 of the Antisocial Behaviour (Scotland) Act 2004, as amended.
- That the property is suitable for use as an HMO or could be made so by including conditions in the licence, for the proposed number of people.

Perth & Kinross Council cannot consider an application from the same applicant for the same accommodation within a year of refusal, or any accommodation where refusal was on the grounds of failing the fit and proper test. This does not apply where there has been a material change of circumstances.

Perth & Kinross Council can vary the terms of the licence at any time or if the licence holder asks them to do so.

The fees indicated previously, include the following services:

- Licence processing
- Police fitness check
- Random inspections during the lifetime of the licence
- Initial inspections by the Licensing Department, Fire Scotland, and Environmental Health.

An application to vary a licence is required in the circumstances listed below to enable a new licence to be granted. The appropriate reduced application fees will be charged as follows:

- |  |                       |
|--|-----------------------|
| • Material change of circumstances   | £71                   |
| • Change of day-to-day manager   | £71                   |
| • Change of occupancy (within a bandwidth)   | £71                   |
| • Change of occupancy (across a bandwidth)   | £71 + band difference |
| • Change of physical layout to property (not involving a change in occupancy levels) | £71                   |

Where there is a change of ownership after the award of a licence, a new application is required, and the full appropriate fee is paid.

3. Completed applications **must** be accompanied by the relevant fee (see note 2)
4. The enclosed Public Notice, suitably protected from the elements, must be prominently displayed at or near the premises in a position so that it can be conveniently read **from the public footpath** by the public for a period of 21 days from the date the application is lodged with the Council. If the notice is removed, obscured, or defaced it should be replaced as soon as possible. The notice must be removed following 21 days.

**NB: This does not apply to an application where PKC is satisfied that to display the notice would jeopardise the safety or welfare of any persons or the security of any premises.**

5. The processing of an application will involve consultations with Building Standards, Planning, Environmental Health, Police Scotland, and Fire Scotland. Perth & Kinross Council have up to 12 months to determine the application (refuse or grant the application).
6. The application may not be granted unless the premises have planning consent, or a Certificate of Lawfulness to show the premises do not require such consent to operate as a House in Multiple Occupation (see Guidance Note 14 for more detail).
7. Once an application is made Perth & Kinross Council will endeavour to carry out all necessary inspections on a single day. Reports will subsequently be compiled by Perth & Kinross Council's Licensing Department, Scottish Fire and Rescue Service and where necessary Environmental Services. These reports will be sent to you under the cover of a letter from the Licensing Officer.

The cover letter will indicate all works, which must be completed before the licence is issued and a timescale for completion. **The applicant is responsible for ensuring that all necessary work is satisfactorily completed and that the relevant officers can inspect the completed work.**

## Qualifying Persons

8. In deciding if you require an HMO licence, consideration must be given to the makeup of the group of people living together in the same house. The definition of family members is as follows: -
- Persons are to be treated as being in the same family and as being related to each other if they are a couple or one of them is a relative of the other.
  - A “couple” means 2 persons who are married, are civil partners, live together as husband and wife or, where they are of the same sex, in an equivalent relationship.
  - A “relative” means parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, or niece.
  - A relationship by the half-blood is to be treated as a relationship of the whole blood, the stepchild of a person is to be treated as that person’s child, and a person brought up or treated by another person as if the person were that other person’s child will be treated as that other person’s child.

Where an owner of a house lives there and lets out rooms, or shares with friends, the owner is not counted as a “*qualifying person*”, nor are any members of their family that live with them. The requirement is that the owner should have a heritable right of ownership.

Resident landlords and members of their families will be disregarded in calculating the number of qualifying persons. A person with the heritable right of ownership must occupy the house as their only or main residence for this to apply; it does not apply where, for example, a parent buys a house for a child to share with friends, **unless the child is a joint owner**. The term time address for full-time students counts as their main residence.

It should be noted that the relationship of cousins is not covered by the above and therefore they would count as 2 qualifying persons as they are not from the same family.

The above counting rules only apply when determining the number of persons staying in a property before an HMO licence is issued. Once an HMO licence is granted, the maximum number of people who can stay in the property is the number listed on the licence – regardless of the family relationship.

Landlords should take steps to ensure they are aware of who is staying in their property on an informal basis. A person who may be considered a long-term visitor by the tenant could be defined as an additional resident by Perth & Kinross Council.

## Licence Expiry

9. A new licence application should be submitted to Perth & Kinross Council one month before the expiry of the current licence. A licence may be granted for a maximum period of three years, and no less than six months.

## Legislation

10. The principal law governing shared accommodation is:

- Parts 5 and 9 and Schedules 4 and 5, The Housing (Scotland) Act 2006 and Statutory Guidance issued for Local Authorities.

## Appeals

11. Any person on whom Perth & Kinross Council is required to serve notice of a decision has the right to appeal against the decision, by summary application to the sheriff. Any appeal must be made within 28 days of receiving notice unless the sheriff exercises discretion to consider late applications on cause shown. The sheriff may confirm, or quash the original decision, or (except in the case of HMO amenity notices) return it to Perth & Kinross Council for reconsideration. A determination by the sheriff may be appealed to the sheriff's principal within 28 days of the sheriff's determination. The decision of the sheriff's principal is final. It is for the sheriff and sheriff principal to determine liability for costs.

## Building Warrant

12. A property can only be classed as a dwelling when there are no more than 6 individuals living together in a single household. Properties with a higher number of occupants will require a Building Warrant for conversion and will have to comply with the Scottish Building Standards in addition to the Benchmark Standards and Guidance Notes. Unauthorised alterations to a property may also require a late Building Warrant or Completion Certificate Without Warrant. Guidance on Building Regulations is given in the new Technical Handbooks. <http://www.scotland.gov.uk/Topics/Built-Environment/Building/Building-standards/profinfo/techguide/> or contact Building Standards, Pullar House, 35 Kinnoull Street, Perth, PH1 5GD, e-mail at [buildingstandards@pkc.gov.uk](mailto:buildingstandards@pkc.gov.uk) or phone **01738 475300**.

## Planning Permission

13. Landlords and owners must ensure that, where necessary, the relevant planning permission has been obtained. Where the intent is to operate the property as an HMO **flat** containing more than 2 unrelated persons, it may be the case that planning permission is required. In all cases, a planning application is required for **flats** with occupancy of 4 or more unrelated people and **houses** where there are more than 5 unrelated persons in occupation. In flats, with occupancy of 4 or more, which share a common stair or entrance, change of use consent is unlikely to be supported. In both cases, you are advised to discuss the manner of operation with the Planning Officers of the Development Management Section in the first instance. Enquiries should be made to Development Management, Pullar House, 35 Kinnoull Street, Perth, PH1 5GD, email [DevelopmentManagement@pkc.gov.uk](mailto:DevelopmentManagement@pkc.gov.uk) or phone **01738 475300**.

## Listed Building Consent

14. If your building is listed, the works you are carrying out may require listed building consent. The listing applies to the whole building, including the interior, and it is important that any fabric of historic or architectural interest is not affected. Works such as the installation of smoke detectors and sprinkler systems, fireproofing doors and fanlights, or other upgrading measures required for your licence, may require listed building consent. Proposals should be discussed with the Development Management Section at an early stage. You will normally be asked to write in with details of the works to allow an assessment to be made.

Enquiries should be made to Development Management, Pullar House, 35 Kinnoull Street, Perth, PH1 5GD or phone **01738 475300**.

## **STANDARDS FOR SHARED ACCOMMODATION**

**The standards indicated below will be applied having regard to the age, type and location of the premises concerned.**

### **Space and Layout**

15. The living accommodation should not be overcrowded. Sleeping accommodation would generally be expected to be in the form of single or double bedrooms, although other arrangements may be more appropriate depending on the type and number of likely occupiers. Every room used as a bedroom should be capable of accommodating a bed, a wardrobe (except where a built-in wardrobe of equal size is provided) and a chest of drawers together with adequate activity space. Minimum room sizes and activity spaces are indicated in **Annex A attached**.

All bedrooms would be expected to be located so that it is not necessary to pass through another bedroom to reach a bathroom, WC, or circulation space. If there is not a WC on the same level as each bedroom, there must be one no further than the next floor up or down.

Floor space would be expected to only be counted where there is a ceiling height of at least 1.5m. This means that, for example, attic bedrooms with combed ceilings still need to provide a reasonably usable floor space.

### **Kitchens**

16. Kitchens should be provided with the following:

- The cold-water supply to every sink shall be a wholesome water supply, direct from the rising main, suitable for drinking and other domestic purposes.
- 1 cooker with oven, grill and 4 cooking plates or rings for every 5 people.
- 1 refrigerator and 1 reasonable-size freezer for every 5 people. The freezer does not require to be situated within the kitchen.
- A sink with an integral drainer for every 5 people. Every sink must be provided with an adequate piped supply of hot and cold water.
- There should be a minimum of 1 cubic meter of storage for a maximum of 5 people with an additional 0.2 cubic metres of storage for each person above 5 people should be provided.
- Sufficient drawer space for the storage of cutlery and other cooking utensils.
- There should be impervious work surface space of 2m for three people, and for any people above that number, an additional 60cm should be provided per person. This is an overall allocation which should provide appropriate space for items such as kettles or microwaves which are not specific to an individual.

- Cookers should be provided with the associated activity space shown in Annex A and 300mm worktop width available on both sides.
- Where cooking is carried out in a bed-sitting room, a cooker, sink with drainer and adequate worktop must be provided.
- Where any bedroom is provided with a cooker for the sole use of the occupants of that room, these persons will be discounted in determining how many cookers require to be provided in a communal kitchen.
- Where a landlord is providing meals for residents, they must comply with The Food Safety Act 1990 and any regulations there under.
- Where all meals are provided to occupants a facility shall be available for making light snacks and hot drinks. This will include access to a wholesome, piped supply of drinking water.
- Microwave ovens and 12-place automatic dishwashers may be provided where appropriate, but these should not be considered to entirely replace cookers and sinks.

### **Sanitary Facilities, Water and Drainage**

17. All sanitary facilities would be expected to be provided within the accommodation and in calculating the number of facilities required, all persons living in the premises, including residents, staff, and owners, should be considered.

- A WC for a maximum of 5 persons.
- A bath or shower for a maximum of 5 persons.
- Every bedroom shall be located so that it is not necessary to pass through another bedroom to reach a sanitary facility or circulation space.
- One door separation between the toilet and any area used in the preparation or consumption of food. Where this is the case, the WC must be suitably ventilated.
- No communal WC, bath or shower shall be located more than one floor distant from the bedroom of the occupants who are to make use of the facility.
- Every WC would be expected to have a wash hand basin within the toilet itself or an adjacent space providing the sole means of access to the toilet.
- A suitable locking mechanism must be fitted to access doors to sanitary and bathing facilities, to ensure the privacy of the user. Where required, obscure glazing should be provided to ensure privacy.
- A building should be provided with a safe and hygienic drainage system.
- Every wash hand basin, bath and shower would be expected to be provided with an adequate piped supply of hot and cold water.

## Space Heating

18. Each bedroom and living room should have a fixed controllable space heating appliance.
  - Where there is a central heating system, which may include any system of warm air or underfloor heating, it must be capable of maintaining a temperature of 18° C (in the bedrooms and living rooms) when the outside temperature is minus 1° C. The central heating system must be capable of being controlled from a communal area. (A higher temperature may be specified where the HMO is intended to be occupied by older people or others who need additional heating).
  - Hard-wired (mains fed) Carbon Monoxide detectors must be installed following manufacturers' instructions and fitted in the same room as any gas-fired appliance which meets the requirements of BS EN 50291:2001.
  - Liquid Petroleum Gas (LPG) must not be used or stored on the premises. Specifications for solid fuel, oil-fired or gas-fired heaters are as per the current relevant British Standards.
  - Annual inspection/cleaning of chimneys/flues should be carried out and a certificate stating that the system is functioning properly should be retained.
  - Annual certification that installed gas systems have been examined by a qualified person (**Gas Safe registered**), that they are functioning properly, and that ventilation is adequate, must be provided.

## Lighting and Ventilation

19. Every bedroom and living room should have natural lighting and ventilation from a window or windows situated in an external wall or roof, or in a wall between the room and a conservatory.
20. The aggregate glazed area must be equal to at least 1/15<sup>th</sup> of the floor area of the apartment, and the opening areas should be at least 1/30<sup>th</sup> of the floor area.
21. Kitchens, bathrooms, and toilets should have either natural ventilation or adequate mechanical ventilation.
22. There should be an electric lighting system providing at least one lighting point to every compartment or area having a floor area of 2 m<sup>2</sup> or more, and a stair within an HMO must have controlling switches at every storey.
23. To prevent the risk of electric shock and damage to electrical wiring due to condensation all bathrooms and shower rooms should be provided with an IP4-4 rated light fitting where required in accordance with current regulations. Licensees should seek advice from a competent electrician in this regard.
24. Any ceiling strip light unit within the HMO must be fitted with a proper diffuser/cover.

## Gas

25. Annual Certification that the installed gas systems have been tested and approved by a **Gas Safe Registered Installer** must be obtained and together with a record of such

inspections and any remedial works and defects identified, must be kept, and made available for inspection within the premises. The Licensee is required to retain the current gas safety certificate and those of the previous two years. A copy of the current certificate should be made available in the HMO.

## **Electricity**

26. There should be a minimum of
- Six sockets in each bedroom and living room.
  - Six sockets in each kitchen
  - four additional sockets anywhere in the building

These sockets should be easily accessible for use.

27. Electrical Installation Condition Report (EICR) certification which meets the requirements of BS 7671 must be provided to confirm that the installed electrical system is functioning properly and is safe. A currently valid copy of the Electrical Installation Condition Report (EICR) must be provided on the property. The inspection should be carried out by a competent electrical engineer, preferably a member of an approved electrical trade body. This should be renewed at least every five years, or earlier as directed by the approved electrical contractor.

Periodic Inspection Reports (PIR) have been replaced with Electrical Installation Condition Reports (EICR).

The EICR must meet the following minimum requirements:

- Thorough visual inspection of the complete electrical installation which is not concealed.
- At least a 20% sample of the internal condition of all fixtures and fittings
- Complete testing of all circuits (fittings and accessories)
- Schedule of Inspections and Schedule of Test Results (Pages 3 and 4 of EICR) must be fully completed.

28. A current Portable Appliance Test (PAT) Certificate is also required for all plug-in appliances. This certificate must show the individual reading(s) for each appliance, obtained at the time of the test, and must indicate whether the item passed or failed. Certification must identify the contractor's name and address and be signed by the contractor. The PAT Certificate must be renewed at least annually or earlier as directed by the approved electrical contractor and must also be retained within the premises.

Where work is carried out to the electrical installation, it must be carried out by a competent contractor who can provide a Minor Works Certificate. Building Warrants may also be required in certain circumstances, and it is the landlord's responsibility to obtain any necessary Warrant and Certificate of Completion. Lack of certification will prevent the issue of a licence.

## **Noise Reduction**

29. Noise is a significant source of complaints about HMOs from neighbours, and some physical aspects of the property can add to the problems. Landlords must consider ways

of minimising noise nuisance in relation to the choice and installation of items such as door closers and extract fans. Landlords must also ensure that deafening between floors is not removed during work under the floorboards. For flats with downstairs neighbours Perth & Kinross Council may consider recommending that exposed wooden floorboards, laminate, hard wood floorings or tiled floor finishes be provided with a fitted carpet with good quality underlay in living areas and hallways and good quality cushioned flooring e.g., vinyl in problematic kitchen or bathroom areas to minimise noise.

## **Security**

30. The accommodation must have secure locks on all access doors and ground floor or accessible windows.
31. The landlord should consider of the type of HMO and the residents when considering whether let bedrooms are fitted with a lever latch and secured with a suitable lock.
32. All locks must be capable of being opened from the inside without recourse to a key, so that residents can escape in case of fire. Landlords could be encouraged to consult the Crime Prevention Officer at the local Police Station for advice on security.

## **Fire Safety**

33. Fire Scotland is a Statutory Consultee and a copy of your application will be passed to Fire Scotland. The Fire (Scotland) Act 2005 and the Fire Safety (Scotland) Regulations 2006 places a duty on those responsible for fire safety within relevant premises to carry out a fire risk assessment. These people are defined in the Fire (Scotland) Act 2005 as Duty Holders. [www.gov.scot/general/guidance](http://www.gov.scot/general/guidance).
34. A series of sector-specific guides for sleeping accommodation as well as other relevant premises has been produced providing practical fire safety guidance for those with responsibilities under Part 3 of the Fire (Scotland) Act 2005, as amended, and the Fire Safety (Scotland) Regulations 2006 [www.gov.scot/sector specific guidance](http://www.gov.scot/sector-specific/guidance).
35. In the event that this guidance is read by persons with duties under the Fire (Scotland) Act 2005, as amended, and those persons feel unable to apply the guidance, then they should seek assistance from someone with sufficient technical knowledge. In this respect, the Fire and Rescue Authority or Joint Fire and Rescue Board, as a principal enforcer of the legislation, cannot undertake the role. However, the authority does have a statutory requirement to provide general advice on request about issues relating to fire safety and should be able to provide information and advice which will assist duty-holders to understand their obligations under the law.
36. An example of an HMO risk assessment including guidance and blank forms can be found here. <http://www.gov.scot/Topics/Justice/policies/police-firerescue/fire/FireLaw/GeneralGuidance/FireSafetyRiskAssessment>

The Fire Risk Assessment, Fire Policy, Fire Action Plan, and Fire Logbook recording the testing, inspections and maintenance of alarm systems, emergency lighting and portable firefighting equipment should be maintained and be readily available on the premises for inspection.

Testing, inspection, and maintenance of all fire safety measures should be in accordance with the requirements contained in the Practical Fire Safety Guidance for Premises providing Sleeping Accommodation. Periods where the dwelling is vacant, and inspections are not carried out must also be recorded. After a period of vacancy, all fire detection, emergency lighting and firefighting equipment must be fully tested prior to tenants resuming occupancy. The Logbook should also be used to record fire briefings given to new residents or employees.

**Note: The guides referred to above supersede all previous guidance including the provisions of:**

- a) Mandatory Licensing of Houses in Multiple Occupation: Guidance for Licensing Authorities (ISBN-0-7559-4240-X); and
- b) Houses in Multiple Occupation: A Guide for Landlords (ISBN-0-7559-4241-8)

## **Insurance**

- 37. Landlords will be required to maintain adequate Comprehensive Buildings Insurance together with Owners Liability Insurance (minimum cover £5million). Landlords should encourage residents or consider taking out suitable cover for personal belongings. Annual certification must be retained for submission with any application.

## **General Standards**

- 38. The landlord shall comply with the Health and Safety at Work Act 1974 and any regulations there under, if applicable.
- 39. The HMO shall meet the Tolerable Standard and comply with the Repairing Standard as defined by the Housing (Scotland) Act 2006.
- 40. The landlord shall comply with the Furnishings (Fire) Safety Regulations 1988 and any regulations there under.
- 41. Suitable arrangements should be provided internally or externally for drying clothes, bedding etc.
- 42. Adequate and appropriate storage should be provided for rubbish and recycling within the premises and outside as appropriate. The landlord must ensure that the tenants utilise the bins provided and ensure that refuse or bins are placed out on collection day and bins are returned to the bin storage area following collection (where applicable).
- 43. The building should be maintained in a reasonable state of repair, having regard to its age, type and location and be compliant with the Repairing Standard. Garden and environmental areas should be adequately maintained. Where an HMO is in a shared building, the landlord must co-operate and participate in the general repair and maintenance of the building and the cleaning of common parts. Where tenants fail to participate in the cleaning and maintenance of common areas or environmental areas, the landlord will be expected to carry out the work, if necessary, re-charging the tenants where the lease allows.

44. The interior of the premises should be maintained in a satisfactory state of repair and decoration. The landlord must ensure that the property meets the Repairing Standard and the Tolerable Standard and comply with the Repairing Standard as defined by the Housing (Scotland) Act 2006.
45. All equipment and facilities provided should be maintained in satisfactory working order.

### **Management Standards Document**

46. The Landlord must complete a Management Standards Document, as provided in this pack. This must include emergency contact details for the Landlord and an alternative contact should the landlord be unavailable i.e., holidays. It is the Landlords responsibility to ensure the information in the Tenant Information Folder remains up to date.

The Licensee, the Day-to-Day Manager or the Letting Agent must produce a list of Contractors, for all relevant trades, that they intend to use for emergency repairs to the licensed property in order that they are prepared for all eventualities. Where a repair contract or insurance policy has been purchased, details of what these covers should be listed. To assist, a template has been attached to these standards. This will not make up part of the Tenant Information Folder as described below.

### **Tenancy Agreement**

47. The tenancy/occupancy agreement must clearly set out the amount of rent, what it covers, how it is to be paid and how any changes of rent will be notified to the tenant. From 2 July 2012, a landlord must apply to a Tenancy Deposit Scheme if a sum of money is held as security in connection with a tenancy or an occupancy agreement. Further information on the current schemes can be found at <https://www.mygov.scot/tenancy-deposits-landlords>
48. The tenancy/occupancy agreement must clearly set out the respective responsibilities of the landlord and the tenant for cleaning, maintaining, and repairing the property, fittings, furnishings, common areas, gardens, and environmental areas. This includes timescales for the tenant to report any disrepair which is the responsibility of the landlord to rectify, and for the landlord to respond. Where an HMO is in a shared building the landlord should cooperate and participate in the general repair and maintenance of the building and the cleaning of common parts. A statement will be included to indicate that where a tenant fails in any of his/her common part responsibilities the landlord may carry out those responsibilities and recover the costs from the tenants.
49. The tenancy/occupancy agreement must state that the tenant is entitled to receive reasonable notice, for example, 24 hours, in writing, of the landlord's intention to enter the property, or areas of the property to which he/she or his/her staff do not normally have access, for the purpose of carrying out maintenance, repairs or inspection. (This does not restrict emergency access if necessary. Access for other purposes, such as cleaning, security or providing care, should be dealt with separately where appropriate.)
50. The tenancy/occupancy agreement makes clear that the tenant, and any person visiting the tenant, must not commit any form of harassment, or behave in a way that causes nuisance or distress, to any other person in the HMO or in the locality of the HMO. This extends to any harassment or behaviour that may be construed as anti-social which may

interfere with the peace and comfort, or cause offence to, any other tenant of the HMO, any neighbour, or members of their families either in their accommodation or within the vicinity of their house. Tenants must also not cause or allow any members of their household, or any person visiting their household to commit any act of violence or form of harassment to the landlord or any member of the landlord's staff.

51. The tenancy/occupancy agreement provides 24-hour emergency contact details and gives details of the landlord or agent's name and address.
52. The tenancy/occupancy agreement clearly sets out whether the tenant may sublet.
53. The tenancy/occupancy agreement states the start and end date of the tenancy.
54. The tenancy/occupancy agreement includes a statement indicating that pursuit or repossession of a tenant's accommodation will be by lawful court proceedings only.
55. The tenancy/occupancy agreement should clearly set out how rubbish is to be disposed of. Tenancy/occupancy agreement should state that the tenant must adhere to the laid down procedures for disposal of rubbish, using appropriate bins, presenting rubbish on the correct days, and subsequently returning bins to the appropriate place. At the end of the tenancy or for students, term time, all rubbish must be disposed of appropriately.
56. The tenancy/occupancy agreement confirms that the tenants will not use or allow that accommodation to be used for illegal means.
57. The tenancy/occupancy agreement confirms that the tenants will not interfere with equipment or services, to those related to general safety or fire safety, such as door closers, and smoke detectors. Tenants must not misuse fire precautions.
58. In relation to an assured, short, assured tenancy or Private residential tenancy, it is illegal for a landlord to require any payment as a condition of granting the tenancy, to require rent to be paid before the start of the rental period to which it relates, or to require a deposit of more than the equivalent of two months' rent. Where rent is paid weekly, in an assured or short assured tenancy, the tenant must be provided with a rent book and given a receipt for each weekly payment. Please note that on 1 December 2017 a new type of tenancy came into force, called the private residential tenancy, it replaced assured and short assured tenancy agreements for **all new tenancies**.

[https://scotland.shelter.org.uk/get\\_advice/advice\\_topics/renting\\_rights/renting\\_from\\_a\\_private\\_landlord/the\\_private\\_residential\\_tenancy](https://scotland.shelter.org.uk/get_advice/advice_topics/renting_rights/renting_from_a_private_landlord/the_private_residential_tenancy)

## ANNEX A: TECHNICAL SPECIFICATIONS FOR BENCHMARK STANDARDS

### SPACE AND LAYOUT

- The space standard and occupancy of each room within the house shall be based on the use made of the room.
- Floor space should only be counted where there is a ceiling height of at least 1.5m.
- The minimum width of a bedroom should be 2.25m.

**Bedrooms where there is a common living room and kitchen available.** The common living room and kitchen complies fully with the HMO Standards

Single room (1 adult)	6.5 sq. metres
Double room (2 adults)	10.5 sq. metres
Triple room (3 adults)	16.5 sq. metres
Over 3 adults	16.5 sq. metres + 4.5 sq. metres per person over 3
Family room (2 adults + children under 10)	10.5 sq. metres + 4.5 sq. metres per child

**Bedrooms where there is no communal living area available.** A common kitchen is available which complies fully with the HMO Standards

1 adult	10 sq. metres
2 adults	15 sq. metres
3 adults	19.5 sq. metres
Over 3 adults	19.5 sq. metres + 6 sq. metres per person over 3.
Family room (2 adults + children under 10)	15 sq. metres + 7 sq. metres per child

### Bedroom with cooker

1 adult	13 sq. metres
2 adults	19 sq. metres

(In normal circumstances children would not be accommodated in bedrooms with cookers. If, exceptionally, they are, appropriate measures must be taken to ensure their safety.)

**Communal Living Room**, excluding any area used as a kitchen.

Local authorities will take account of the property layouts available in their area in arriving at what they consider to be a reasonable space where rooms are combined. This should not just be an issue of size, but also consider shape and layout in considering what represents an adequate standard.

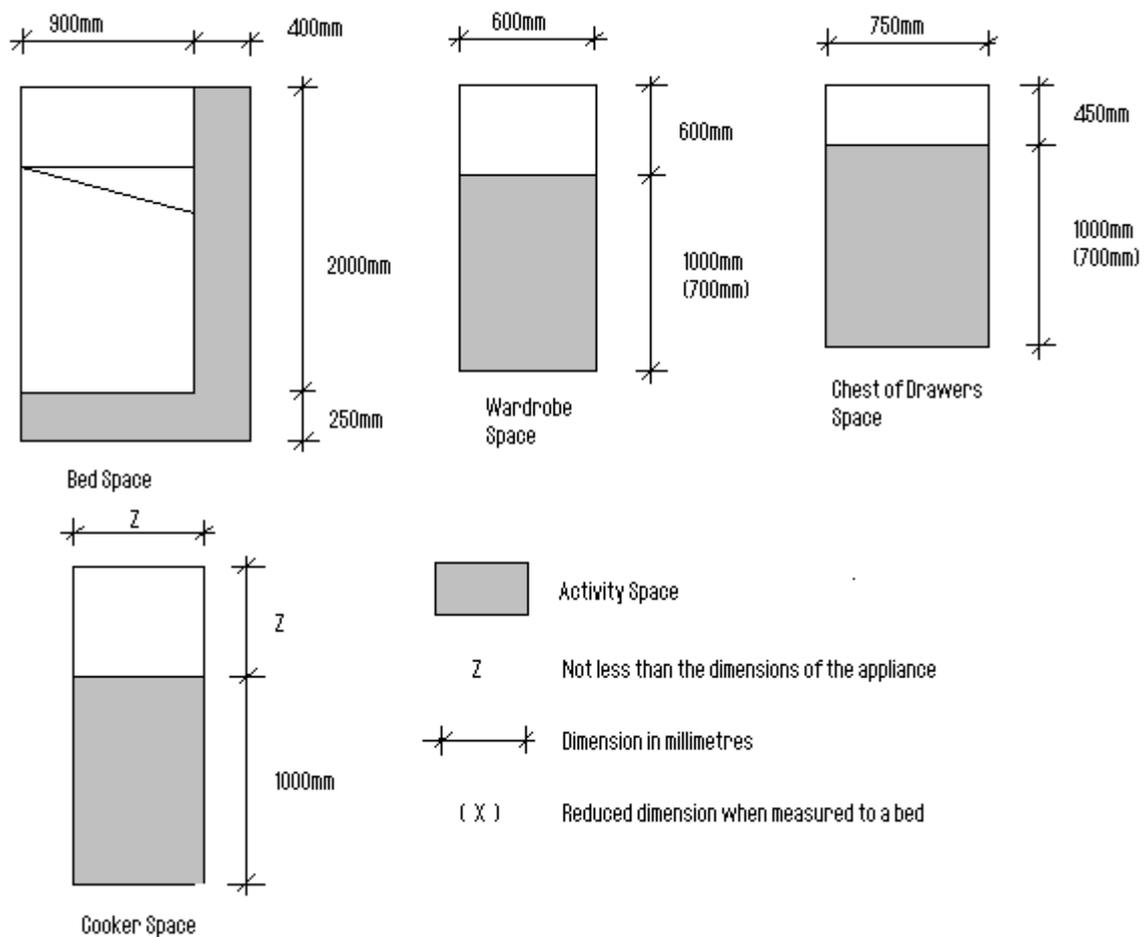
3-5 persons	8 sq. metres and 1.5 sq. metres per person thereafter.
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## Communal Living Room

3 – 6 Persons	11 sq. metres
7 – 10 Persons	16.5 sq. metres
11 – 15 Persons	19.5 sq. metres

Where the amendments to space standards for ceiling heights, minimum bedroom widths and for Communal Living Room, excluding any area used as a kitchen, represent an increase in standards this is not viewed as a safety issue and should only be applied to new applications.

## Activity Spaces



### Notes:

1. An activity space is measured at floor level.
2. The shaded area of an activity space may overlap only the shaded area of another activity space.