

MINIMUM STANDARDS FOR LANDLORD REGISTRATION

The Landlord and Tenant (Private Housing) Bill refers to a set of minimum standards that will be applied to the landlord and their property/properties and allows the Department to take enforcement action against those standards.

Landlords will have to confirm they meet these standards in order to register and they will be taken into account by Environmental Health Officers in any inspection of a property.

The Department of Social Care consulted on the proposed minimum standards in a public consultation in 2012; as a result of the comments received some amendments were made.

The revised standards are contained below:

1. Personal Requirements - Landlords must be 'fit and proper persons'

Landlords operating within the private sector may have contact with vulnerable tenants. Therefore, property owners who have committed violent, sexual or drugs related offences, practiced unlawful discrimination or contravened any provision of Housing or Landlord and Tenant law within the past 3 years may not be granted registration, or may be required to appoint a letting agent with full management rights and responsibilities of all dwellings in their portfolio in order to continue to rent their properties out.

Standards for Registration: Personal Requirements Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False The use of "I/We" in the following statements refers to the landlord and, where appointed, the letting agent acting on their behalf.	YES or NO
I/We have not committed or been convicted of any offence involving fraud, dishonesty, violence, sexual offences or drugs within the 3 years preceding the date of this application.	
I/We have not contravened or been convicted of any provision of the law relating to Housing, or Landlord and Tenant law within the 3 years preceding the date of this application.	

2. Letting or Managing the property

Landlords and letting agents should deliver best practice at all times when letting their properties to ensure tenants are getting value for money and feel safe and secure in their homes. Landlords must provide correct documents and information to their tenants at the beginning of the tenancy, ensuring both parties are aware of their responsibilities on or before tenancy commencement.

The landlord or letting agent should ensure that they have adequate insurance and if applicable, permission granted from a mortgage provider to let the property.

Kemmyrk is a registered Manx charity who have compiled a landlords information pack to assist landlords, which you may find useful. There is a small fee for membership which allows access to their website and downloadable documents which include: a standard tenancy agreement; a useable inventory document; and documents relating to good practice for retaining and return of tenants deposits.

If you wish to seek legal advice, you should contact the Isle of Man Law Society for details of an Advocate.

Standards for Registration: Letting the Property	
Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False	YES or NO
The use of "I/We" in the following statements refers to the landlord and, where appointed, the letting agent acting on their behalf.	
In letting and managing the accommodation I/We ensure that no person or group of persons receives: less favourable treatment because of their race, colour, nationality, ethnic or national origin; or on the grounds of their gender, marital status, disability, age, sexual orientation or religion; or is disadvantaged by conditions or requirements which are not justified.	
I/We do not advertise vacant properties in a manner that discriminates against prospective Tenants because of their entitlement to Social Security benefits.	
I/We can demonstrate that I/We have permission from the mortgage lender where appropriate for my property (s) to be used for letting.	
I/We can demonstrate that I/We have buildings and third party insurance in respect of the properties listed on pages 4 & 5 and any continuation sheets of this application.	

<p>I/We do not let accommodation to more people than it will be suitable for under relevant Acts, and assess this before the tenancy commences.</p>	
<p>I can demonstrate that I/ We give tenants clear and accurate details of;</p> <ol style="list-style-type: none"> 1. The 'accommodation to-let' particulars 2. The rent, service charges, utility and domestic rate liabilities of both parties 3. Any other charges for which the tenant is responsible 	
<p>I/ We advise the tenant of the possibility of property inspections being undertaken .</p>	
<p>I/ We do not take payments from any perspective tenant to place their name on an accommodation (waiting) list.</p>	
<p>I/ We can demonstrate that the deposit and any rent payment is only taken at the point at which the tenancy agreement is signed, or afterwards.</p>	
<p>I/ We can demonstrate that the tenant is given a written document (the tenancy agreement) setting out the terms of the let and notice to quit period.</p>	
<p>I/ We include the name and address of the landlord and/or letting agent in the tenancy agreement</p>	
<p>I/ We can demonstrate that tenancy agreements are properly executed by the signatures of the landlord (or letting agent) and tenant and one witness (who must include their address).</p>	
<p>The tenancy agreement that I/ We provide to tenants sets out, in clear, fair and lawful terms, the rights and responsibilities of both the landlord and the tenant and includes provisions for all of the following:</p> <ol style="list-style-type: none"> 1. The rent due and period of payment; 2. The method of payment; 3. Any review period for changing the rent; 4. The responsibility of the tenant for service charges, rates, utility costs and any other charges for which the tenant is responsible; 5. A statement of the repair and maintenance duties of both parties; 6. A statement of the standard of cleaning and of the condition in which the property should be kept, wear and tear excepted, throughout the tenancy; 7. A statement that the tenant must not act in an anti-social manner. That is to say, in a manner that has caused or is likely to cause harassment, alarm or distress to one or more persons not of the same household as himself. 	

<p>I/ We can demonstrate that, where a deposit is required, it is proportional and is no more than equivalent of two months rent. That the tenant receives a written statement of what the deposit (or guarantee) covers; and what will be required to be done, or be in place, for the full deposit to be refunded at the end of the tenancy.</p>	
<p>I/We can demonstrate that deposits or the proportion outstanding are returned within one month of the end of the tenancy.</p>	

3. Management of the Tenancy

Landlords are required to declare that they deliver and will continue to deliver ongoing good practice in the management of tenancies, ensuring they keep up to date written records of all rent payments, complaints and repairs reported.

If you wish to seek legal advice regarding the management of your tenancy, you should contact the Isle of Man Law Society for details of an Advocate.

<p>Standards for Registration: Management of the Tenancy</p> <p>Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False</p> <p>The use of "I/We" in the following statements refers to the landlord and, where appointed, the letting agent acting on their behalf.</p>	<p>YES or NO</p>
<p>I/We can demonstrate that occupancy records are held relating to each property consisting of the names, dates of arrival/departure and forwarding addresses of all tenants and make this information available to authorised users under data protection legislation.</p>	
<p>I/We can demonstrate that a rent book or other similar document is issued in accordance with the Provisions of the Landlord and Tenant (Miscellaneous Provisions) Act 1976, and each payment made is receipted. Where rent is paid by direct bank transfer I/We can produce a rent statement on a periodic basis or as requested by the tenant.</p>	
<p>I/We can demonstrate that the procedures I/We use for giving notice to quit and seeking possession of my/our accommodation are in accordance with relevant Acts.</p>	
<p>I/We can demonstrate that if on return of the deposit, a deduction is made, the tenant receives a written statement identifying the reason (s) for the deduction (s).</p>	
<p>I/We can demonstrate that at the start of the tenancy, the tenant is provided with an inventory and basic property condition survey. The tenant is given seven days to check and agree with the landlord the inventory and condition of the property. A revised inventory is given to the tenant when there is an agreed change to the contents of the original inventory.</p>	
<p>At the end of the tenancy I/We check the inventory and invite the tenant to attend the inventory check at a mutually convenient time.</p>	

<p>At the outset of the tenancy I/We advise the tenant in writing of the way or ways that any complaint relating to the property or tenancy should be registered.</p>	
<p>I/We keep records of complaints relating to the property or tenancy made by the tenant or a third party and record the outcome of the complaint.</p>	
<p>I/We seek to resolve any dispute linked to the tenancy or property in question promptly and lawfully.</p>	

4. Property Condition

Each property must comply with specified basic standards of decency. If you require further information on standards of decency, and how to ensure your property/properties maintain this standard during and between tenancies please contact the Department of Environment, Food and Agriculture or the Isle of Man Fire Service.

<p>Standards for Registration: Property Condition</p> <p>Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False</p> <p>The use of "I/We" in the following statements refers to the landlord and, where appointed, the letting agent acting on their behalf.</p>	<p>YES or NO</p>
<p>I/We declare that the tenants accommodation, or the property within which it is located is in all respects reasonably fit for human occupation and meets all of the following standards:</p> <ol style="list-style-type: none"> 1) Is structurally stable; 2) Is wind and watertight; 3) Is substantially free from rising or penetrating damp; 4) Is in full compliance with Fire Safety and, where applicable, Flat Regulations; 5) The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order; 6) Has satisfactory provision for natural and artificial lighting, for ventilation and for heating; 7) Has an adequate piped supply of wholesome water available within the house; 8) Has a sink provided with a satisfactory supply of both hot and cold water within the house; 9) Has a WC available for the exclusive use of the occupants of the house and suitably located within the house; 10) Has a fixed bath or shower and a wash-hand basin, each provided with a satisfactory supply of both hot and cold water, suitably located within the accommodation; 11) Has an effective system for the drainage and disposal of foul and surface water; 12) Has satisfactory facilities for the cooking, preparation and storage of food within the house; 13) Has satisfactory access to all external doors and outbuildings; 14) Has satisfactory provision for detecting fires; 15) Has satisfactory thermal insulation; 16) The installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water comply with the relevant statutory requirements , have been inspected and serviced where appropriate 	

<p>and are in a reasonable state of repair and in proper working order; 17) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair, have been Portable Appliance Tested (PAT) where appropriate and are in proper working order; and 18) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they were designed.</p>	
<p>I/We declare that the accommodation has secure window locks and secure (lockable) front and rear (where appropriate) access doors that do not prejudice means of escape in the case of fire.</p>	
<p>I/We declare that at point of letting all rooms in the accommodation will be clear of domestic refuse and available for use by the tenant.</p>	

5. Property Maintenance

A landlord or letting agent is expected to respond to repair requests in a reasonable and timely manner.

If you wish to seek further advice on your responsibilities as a landlord in terms of property maintenance, you should contact the Isle of Man Law Society who can provide you with details of an Advocate, or contact the Department of Environment, Food and Agriculture.

Standards for Registration: Property Maintenance Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False The use of "I/We" in the following statements refers to the landlord and, where appointed, the letting agent acting on their behalf.	YES or NO
I/We take all reasonable steps to ensure the maintenance of the common areas and structural elements of the building.	
I/We ensure we meet my/our duty to repair and maintain the property, both at the start, and at all times during the tenancy. This includes the duty to make good any damage caused by carrying out this work.	
I/We upon notification or awareness of a repair and/or maintenance issue I/We will complete the repair within a reasonable timeframe.	
I/We ensure that if access to a tenanted property is required for inspection or repair, it is arranged by mutual agreement between the landlord or letting agent (as applicable) and the tenant.	
I/We always give at least 24 hours advance notice of a requirement to access a tenanted property except where an emergency repair is required.	
I/We provide the tenant with a contact name and telephone number(s) for both emergency and non-urgent repair requests to be made.	