

Voluntary Landlord Registration Scheme

Application Form

This application form is to be used to become a registered landlord under the Voluntary Landlord Registration Scheme 2013.

The application should be completed alongside the **Voluntary Landlord Registration Scheme Guidance Notes** which include details of suitable forms of documentation you will need to provide.

The registration period will last for five years* during which time the registered landlord is responsible for updating the Department with any changes to their portfolio or other details.

The form is divided into four sections.

- **Section 1** – Personal Details
- **Section 2** – Information about the property/properties you will be renting out and details of your managing agent if applicable
- **Section 3** – Minimum Standards for Registration
 - Personal Requirements
 - Letting and Managing the Property
 - Management of the Tenancy
 - Property Condition
 - Property Maintenance
- **Section 4** – Declaration and Checklist

Please complete every field. If anything is left incomplete, your application may be delayed until the missing information has been obtained. The information you provide will be treated in confidence and in accordance with current Data Protection legislation. The guidance notes provide further details about how we use the data you provide.

Please complete the form in ink and use capital letters where you can. If you do not have enough space, please continue on a separate sheet of paper. If you require any assistance with completing this form, please contact the Customer Services Team at Markwell House as detailed below.

Please return your completed form to:

Voluntary Landlord Registration Scheme
Public Estates and Housing Division, 2nd Floor Markwell House
Market Street, Douglas, IM1 2RZ

Tel: (01624) 685955

Email: landlordregistration@gov.im

*See Guidance Notes for information concerning transfer to the mandatory scheme.

Section 1

Personal Details

Section 1.1 Personal Details - lead applicant

Surname/Organisation Name

First name(s)(if an individual)

Date of Birth (if an individual)
dd/mm/yyyy

Previous Name (if applicable)

Telephone Number

Email address

Home or Business address
(please include postcode)

Preferred method of communication: by email by post

Section 1.2 Personal Details – 2nd Applicant (if more than one landlord)

Surname

First name(s)(if an individual)

Date of Birth (if an individual)
dd/mm/yyyy

Previous Name (if applicable)

Telephone Number

Email address

Home address (if different
from lead applicant)

Preferred method of communication: by email by post

Section 2

Managing Agent and Property Details

This section requires details of each property that you offer for rental which you believe meets the required standards for registration under the Scheme. You must include all properties that you are currently renting and those you intend to rent. Failure to include properties that you subsequently rent will invalidate your registration. It is your responsibility as the landlord to inform the Department of any changes to your property/properties.

The Department requires the address and size of all properties contained in your portfolio. If you have properties which are managed by different managing agent(s), please provide details for each such agent.

Section 2.1 Details of agent managing properties on your behalf (if applicable)

Name of Organisation

Contact Name:

Business Address
(inc postcode)

Telephone: Email:

Please use a continuation sheet if you have more than one managing agent managing your properties

Section 2.2 Property details

Total number of properties in your portfolio

Property address including postcode

Type
(e.g. 3 bed
house/ 2 bed
flat/HMO*)

If a flat or
HMO, how
many people is
the property
registered for?

All properties you intend to let must be registered. Please provide details of additional properties on a separate sheet(s) if necessary and reference these with your name

Property address including postcode	Type (e.g. 3 bed house/ 2 bed flat/HMO*)	If a flat or HMO, how many people is the property registered for?

**An HMO (House in Multiple Occupation) is a house occupied by persons who do not form a single household. For further advice on HMOs, please contact Environmental Health on 01624 685894.*

Section 3

Minimum Standards for Registration

Section 3.1 Minimum Standards for Registration - Personal Requirements

Landlords operating within the private sector may have contact with vulnerable tenants and must therefore be 'fit and proper persons'. Property owners who have been convicted of violent, sexual or drugs related offences, practised unlawful discrimination or contravened any provision of housing or landlord and tenant law within the past 3 years will not be granted voluntary registration. When landlord registration becomes a legal requirement for relevant landlords, any such landlords will be required to appoint a managing agent to manage all matters on their behalf in order to continue letting out their properties.

Please indicate your response to the following questions by selecting the appropriate box.

The following questions apply to the landlord(s) and where appointed, the managing agent acting on their behalf.

	Yes	No
Have you been convicted of any offence involving fraud, dishonesty, violence, sexual offences or drugs? <i>Note - The Rehabilitation of Offenders Act 2001, allows certain convicted persons who have not been reconvicted after certain lengths of time, to consider their convictions 'spent'. If you have any conviction which is not spent you must tick the "yes" box.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Have you 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?	<input type="checkbox"/>	<input type="checkbox"/>

Details of contravention or conviction if 'yes' answered to either or both of the above questions:

If you require further advice regarding your eligibility to join the scheme in relation to these statements, details of appropriately qualified Advocates can be sourced from the Isle of Man Law Society.

Section 3.2 Minimum Standards for Registration – Letting and Managing the Property

Landlords and managing agents should adopt best practice at all times when letting their properties to ensure tenants are 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 use of 'I/We' in the following statements refers to the landlord(s) and where appointed, the managing agent acting on their behalf. Please tick all boxes that are applicable.

Yes

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 confirm 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 where applicable I/we have permission from the mortgage lender for my property/properties 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 page 3 and any continuation sheets of this application.

I/We do not let accommodation to more people than it will be suitable for under relevant legislation, and assess this before the tenancy commences.

I/We can demonstrate that I/we give tenants clear and accurate details of:

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

I/We advise the tenant of the possibility of property inspections being undertaken.

I/We do not take payments from any prospective tenant to place their name on an accommodation (waiting) list.

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.

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.

I/We include the name and address of the landlord and/or managing agent in the tenancy agreement.

I/We can demonstrate that tenancy agreements are properly executed by the signatures of the landlord (or managing agent) and tenant and one witness (who must include their address).

I/We confirm 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:

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 is likely to cause harassment, alarm or distress to one or more persons not of the same household as himself or herself.
8. A requirement for the tenant to have a minimum of 'Occupiers Negligence and Liability' insurance.

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.

I/We can demonstrate that deposits or the proportion outstanding are returned within one month of the end of the tenancy.

Section 3.3 Minimum Standards for Registration – 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

The use of 'I/We' in the statements refers to the landlord and where appointed, the managing agent acting on their behalf. Please tick all boxes that are applicable.

	Yes
I/We can demonstrate occupancy records are held relating to each property, and such records consist of the names, dates of arrival/departure and forwarding addresses (where provided) of all tenants and that this information (relating to the personal data which is necessary for the landlord to hold) will be shared with others only where there is a lawful reason for doing so.	<input type="checkbox"/>
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.	<input type="checkbox"/>
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 legislation.	<input type="checkbox"/>
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).	<input type="checkbox"/>
I/We can demonstrate that at the start of the tenancy, the tenant is provided with an inventory and basic property condition statement to include, as applicable: state of decoration of the property; state of any fixtures and fittings in the property; state of any furnishings included in the rental of the property. The tenant is given a stated period 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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
I/We seek to resolve any dispute linked to the tenancy or property in question promptly and lawfully.	<input type="checkbox"/>

Section 3.4 Minimum Standards for Registration – Property Condition

Each property must comply with specified basic standards of decency.

The use of 'I/We' in the statements refers to the landlord and where appointed, the managing agent acting on their behalf. Please tick all boxes that are applicable.

Yes

I/We declare that the tenant's 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:

- 1) Is structurally stable;
- 2) Is wind and watertight;
- 3) Is substantially free from rising or penetrating damp;
- 4) Is in full compliance with relevant fire safety legislation, 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 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.

I/We declare that the accommodation has secure windows and secure (lockable) front and rear (where appropriate) access doors that do not prejudice means of escape in the case of fire.

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.

Section 3.5 Minimum Standards for Registration – Property Maintenance

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

The use of 'I/We' in the statements refers to the landlord and where appointed, the managing agent acting on their behalf. Please tick all boxes that are applicable.

Yes

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 managing 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.

Section 4

Checklist and Declaration

Section 4.1 Checklist

In completing and submitting this form for registration, landlords are self-certifying that their properties and management practices meet the required standards for registration and that the information they have provided in the application form is true to the best of their knowledge.

Landlords must also submit anonymised copies of the following documents currently being used:

Enclosed

- A standard tenancy agreement
- Inventory and condition report
- Rent book / method of record of payment
- Instructions and repayment terms of deposit

Please refer to page 6 of the Guidance Notes which provide full details of acceptable forms of documentation.

Section 4.2 Declaration

I/We would like to register to operate as a private sector landlord on the Isle of Man.

To the best of my/our knowledge the information given in this application is correct and complete and I/we understand that if I/we have deliberately or carelessly given any inaccurate information it will prejudice the granting, or continuation, of my/our registration status. I/We understand that only the property(ies) listed on this form will be covered by my/our registration and it is my/our responsibility to update the register should my/our property portfolio or circumstances change.

Landlord:
(Print name) _____

Signature _____ Date

Landlord:
(Print name) _____

Signature _____ Date

Managing Agent (if applicable)
(Print Name) _____

Signature _____ Date