

# Fact Sheet – No 1

## Planning Issues

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Landlords should be aware that there are certain requirements for conversions of properties into, for example, bed sits and you should contact Swindon Borough Councils Development Control Section for advice before undertaking such works. Each proposal is considered on its own merit, but there are specific criteria which will be applied.

- ❖ A single dwelling split to form two or more self-contained flats or bed sits would need planning permission for a change of use for the property.
- ❖ A property divided into rooms for up to six people may not need planning permission provided that the residents live together as one household – i.e. sharing facilities and household expenses. If the residents do not, then permission for a change of use must be sought.
- ❖ Works carried out on listed buildings or within conservation areas is likely to be strictly controlled and advice from the Planning team will be needed.

Any works carried out prior to planning permission being granted is undertaken at the owners own risk – should permission be refused, enforcement action may be taken. This may involve returning the property to its original condition **at the owner's expense.**

**Swindon Borough Council's Planning team (telephone no. 01793 466289) is happy to offer advice and assistance on all conversion or extension matters and existing or prospective landlords should contact the team before carrying out any such work.**

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## Fact Sheet – No 2

### Building Regulations

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Landlords need to be aware that most alterations to their properties require Building Regulation consent and before any work is done, you should contact one of the Building Control surveyors for advice.

- ❖ Structural alterations, however simple, require approval. This includes new windows or door openings, underpinning walls and removing certain walls etc.
- ❖ Converting a single property into flats will need consent as this can be complex both structurally and in terms of fire resistance and escape.
- ❖ Loft conversions are structural alterations and have specific requirements to meet the fire regulations. It is important that you seek expert advice for this kind of alteration.
- ❖ Additional bathroom and kitchen facilities will usually require new plumbing and drainage connections which will be subject to approval.
- ❖ Particular care is needed when doing any work to or near a party wall, since the Party Wall Act 1996 is now effective.

**Work carried out without approval is always expensive to put right – you should contact the Building Control team (telephone no. 01793 466126 or 466138) for advice or assistance on any project.**

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## Fact Sheet – No 3

### Condensation and Mould Growth

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Condensation and mould growth are a serious problem for 1 in 4 homes nationally, with rented properties often being the worst affected. It has been estimated that **between 80-85% of cases of dampness in houses are the result of condensation or man-made moisture**. The incidence of condensation has increased tenfold in the past ten years, chiefly as a result of making modern homes draught free, with double glazing, more effective insulation and the removal of open fires.

Without adequate heating, insulation and ventilation, condensation will occur as a result of everyday tasks such as cooking, drying clothes or taking a bath or shower. Up to 20 pints of moisture per day can be produced and if not dealt with effectively, it will condense on cool surfaces throughout the property. The moisture is not just water, but may also contain grease, household dirt and nicotine. This provides the ideal conditions for mould spores to flourish, and mould will grow on walls and ceilings. Clothes, carpets and furnishings can be completely destroyed.

Measures to control condensation –

- Keep kitchen and bathroom doors closed
- Dry clothes outside
- Ensure mechanical clothes driers are vented to the outside
- Don't use flueless gas heaters
- Increase the level of ventilation by fitting extractor fans with humidistat controls
- Increase heating to raise room temperature
- Improve insulation

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As well as damaging clothes and furnishings, mould poses a serious risk to health and can result in asthma and other respiratory diseases. Mould may also attack foodstuffs, producing dangerous toxins which can cause severe food poisoning.

**Measures to treat mould growth –**

- Remove condensation from windows as it occurs
- Wash affected walls with a dilute solution of household bleach
- For severely affected areas, treat mould with fungicide paints from a specialist manufacturer.

**You should make sure that your tenant understands the problems caused by excessive condensation and mould growth and of the actions they can take themselves to alleviate those problems. This is vital if condensation and mould growth is to be prevented in the long term.**

## Fact Sheet – No 4

### Energy efficiency measures For privately rented property

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All landlords should be aware of the importance of making their property as energy efficient as possible. In particular, if you are refurbishing a property prior to letting it, you should consider taking a few simple, cost effective measures which will benefit both you and your tenant.

The advantages for your tenant of increasing the energy efficiency of your property include a warmer, healthier environment and reduced fuel costs, but there are significant advantages for a landlord as well.

#### **These include**

- Reduced condensation and mould growth
- Reduced maintenance and redecoration costs
- A more easily lettable property
- Increased asset values
- Fewer tenant complaints
- Avoidance of prosecution under Housing legislation

### **Heating**

You should choose heating controls and systems which can be readily operated by your tenants, and which is most suitable for their needs. It is important that the tenants understand how to use the heating system most effectively. There should also be adequate insulation throughout the house or flat.

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## **Lighting**

You should consider installing low energy lamps, especially in communal areas such as kitchens and stairs where lights are often left on for long periods.

## **Hot Water**

The hot water system should be suitable for the size of the property and the number of occupants – there is a wide range to choose from. Hot water tanks should be fitted with a thick insulating jacket and a thermostat to control water storage temperature. Tenants should be advised on how to operate the thermostat effectively.

## **Ventilation**

It is important to ensure the property has sufficient ventilation to prevent accumulation of moisture, which may lead to condensation and mould growth. Mechanical or passive stack ventilation systems should be installed in kitchens, bathrooms, lavatories and laundry rooms.

For further information and advice, you may wish to contact Swindon Borough Council's Energy Efficiency Officer on telephone 01793 466105.

# Fact Sheet – No 5

## Housing Benefit

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If a tenant has a low wage or is claiming benefits, they may be able to get help from the Council with all or part of their rent under the Housing Benefit Scheme. You should check with your tenant to see if they are entitled to claim. It is important to remember, however, that it is the tenant who remains responsible for paying the rent, **not** the Council.

### What will Housing Benefit cover?

The rules governing the amount of benefit paid are extremely complicated. Following a claim by the tenant, the property may be inspected by the independent Rent Officer Service, which will advise the Council whether the rent being charged is an appropriate market rent for the property.

#### Excessive rent

If the Rent Officer considers the rent to be too high, the Council may restrict the amount of housing benefit it will pay and the tenant will need to cover the difference out of their own income.

#### Pre-tenancy determination

To avoid the possibility of the rent being restricted by the Council after the tenant has taken the property and moved in, they can request a Pre-tenancy Determination by completing the appropriate form from the Council. The landlord must also sign this form, which is then forwarded to the Rent Officer Service by the Council. The Rent Officer will decide within five working days what appropriate market rent for the property is. This allows the tenant and landlord to consider the level on which Housing Benefit will be based **before** committing themselves to the tenancy.

#### Service charges

Housing Benefit does **not** cover meals or service charges included in the rent. Service charges include gas or electricity charges and heating and lighting of the tenants own areas, all of which the tenant must pay for himself.

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## **Payment of benefit**

Payment is made to the tenant by cheque, and normally paid fortnightly in arrears for a fixed period – usually six months or a year. The tenant must then renew their claim for the benefit to continue.

### **Direct payment to landlords**

A tenant may authorise direct payment of housing benefit to be made to their landlord. This will be paid by cheque, normally four weeks in arrears. If the tenant is more than eight weeks in arrears with the rent and the Council is aware of this, then the benefit will be sent direct to the landlord without the tenant's authority.

If direct payments to a landlord are made, the law requires the landlord to notify the Council **immediately** of any change in circumstances of the tenant that the landlord might reasonably be expected to know could affect the tenant's entitlement to Housing Benefit.

Changes which a landlord would be expected to report include where a tenant leaves the property, where a tenant changes rooms within the property, where the level of rent changes, where the tenant goes in to hospital or where anyone leaves or joins the household.

**If there is an overpayment of benefit that has to be repaid, then however it is caused, the Council will seek recovery from the landlord. If, as the landlord, you do not wish to be liable for such repayments, you should notify the Council. They will then pay Benefit direct to your tenant and will recover any overpayment from them.**

Housing Benefit Regulations are complex and change frequently. If you want more information, please contact the Housing Benefit team.

# Fact Sheet – No 6

## Grounds for possession

This appendix provides a summary of the grounds for possessing an assured or short hold tenancy. During the fixed term of one of these kinds of tenancy, you can only seek possession if one of grounds 2, 8, 10, 11, 12, 13, 14, 15 or 17 apply and the terms of the tenancy make provision for it to be ended on those grounds.

When the fixed term of an assured tenancy ends, you can seek possession on any of the grounds.

When the fixed term of an assured tenancy ends, you can seek possession on any of the grounds.

When the fixed term of a short hold tenancy ends, you do not have to give any grounds for possession.

### Mandatory grounds on which the court must order possession

(N.B. a **prior notice ground** means that you must have notified the tenant in writing before the tenancy started that you might seek possession on this ground.)

#### **1 : A prior notice ground**

You used to live in the property as your only or main home. Or, so long as you or someone before you did not buy the property after the tenancy started, you or your wife require it to live in as your main home.

#### **2 : A prior notice ground**

The property is subject to a mortgage which was granted before the tenancy started and the lender wants to sell it, normally to pay off mortgage arrears.

#### **3 : A prior notice ground**

The tenancy is for a fixed term of not more than 8 months and at some time during the 12 months before the tenancy started, the property was let for a holiday.

#### **4 : A prior notice ground**

The tenancy is for a fixed term of not more than 12 months and at some time during the 12 months before the tenancy started, the property was let to students by an educational establishment, such as a college or university.

#### **5 : A prior notice ground**

The property is held for use for a minister of religion and is now needed for the purpose.

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6: You intend to substantially redevelop the property and cannot do so with the tenant there. This ground cannot be used where you, or someone before you, bought the property with an existing tenant, or where the work can be carried out without the tenant having to move. The tenant's removal expenses must be paid.

7: The former tenant, who must have had a contractual periodic tenancy or statutory periodic tenancy, has died in the 12 months before possession proceedings started and there is no-one living there who has a right to succeed the tenancy.

8. The tenant owed at least 2 months/8 weeks rent, both when you gave notice seeking possession and at the date of the court hearing. This ground was amended by the Housing Act 1996 and applied from 28 February 1997.

### Discretionary grounds on which the court may order possession

9: Suitable alternative accommodation is available for the tenant, or will be when the court order takes effect. The tenant's removal expenses must be paid.

10: The tenant was behind with his rent, both when you served notice seeking possession and when you began court proceedings.

11: Even if the tenant was not behind with his rent when you started possession proceedings, he has been persistently late in paying his rent.

12. The tenant has broken on or more of the terms of the tenancy agreement, except the obligation to pay rent.

13: The condition of the property has got worse because of the behaviour of the tenant or any other person living there.

14: The tenant, or someone living in or visiting the property :

- has caused or is likely to cause annoyance to someone living in or visiting the locality

Or

has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the locality.

**NB** This ground was amended by the Housing Act 1996 and applies from 28 February 1997.

15: The condition of the furniture in the property has got worse because it has been ill-treated by the tenant or any other person living there.

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16: The tenancy was granted because the tenant was employed by you or a former landlord, but he is no longer employed by you.

17: You were persuaded to grant the tenancy on the basis of a false statement knowingly or recklessly made by the tenant, or a person acting at the tenant's instigation.

**NB** This is a new ground added by the Housing Act 1996 and applies from the 28 February 1997.

### **Notice periods**

You must serve notice seeking possession of the property on the tenant before starting court proceedings. You need to give the following periods of notice :

For grounds 3, 4, 8, 10, 11, 12, 13, 15 or 17 – **at least 2 weeks**

For grounds 1, 2, 5, 6, 7, 9 and 16 – **at least 2 months**

For grounds 14 from 28 February 1997 – **you can start proceedings as soon as you have served notice.**

If the tenancy is on a contractual periodic or statutory periodic basis, the notice must end on the last day of the tenancy period