

## **Selective Licence Conditions**

Service area – Private Sector Housing

Date of publication 19th May 2022



## **1 Selective Licence Conditions**

In accordance with Section 90 of the Housing Act 2004 [The Act], a licence may include conditions as the Local Authority consider appropriate for regulating the management, use or occupation of the house. Additionally the Licence must include conditions required by Schedule 4 of "The Act". It is an offence under Section 95 of "The Act" for failure to comply with any condition of the licence, which may result in proceedings against the licence holder and or persons bound by conditions of the licence.

#### **Important Notice**

The person to whom this Licence is granted is responsible for ensuring compliance with its conditions at all times, and remains so whether or not another person has also agreed to be bound by them. It is the Licence Holder's responsibility to ensure that any other such person complies with the conditions.

#### **Definitions-**

In these Licence conditions:

- "Authority" refers to the local housing authority, namely Liverpool City Council;
- **"house"** refers to the building or such part of it as is licensed, under Part 3 of the Housing Act 2004, whether it be a dwelling, flat, maisonette, house or building;
- "Private Sector Housing Service" means [Selective Licensing, Cunard Building, Water Street, Liverpool, L3 1AH; email address: privatesector.housing@liverpool.gov.uk :Telephone number 0151 233 3055];
- "Licence" denotes the licence granted under Part 3 of the Housing Act 2004 and is to be distinguished from such licence as may be granted to an occupier in lieu of a tenancy;
- "Licence Holder" refers to (a) the person to whom the Authority has granted this Licence; and (b) from the date of his or her consent, and in so far as that consent is given, any other person who agrees to comply with the Licence restrictions and obligations that follow;

# Conditions for the regulation of licensed properties under Part 3, Housing Act 2004

#### **Tenancy Management**

#### Permitted Occupation

- 1. The Licence Holder must ensure that, within 14 days of the date of any written demand by or on behalf of the Authority, the Authority is provided with such particulars about the occupation of the house as may be specified in the demand. The particulars may include but are not limited to:
  - a. the names and number of individuals and/or households accommodated in the house, specifying – by reference to the room number, floor and/or location - the rooms they occupy in the house;
  - **b.** the number of individuals in each household;
  - **c.** the date on which the occupation of any individual or individuals began and/or ended;
  - **d.** the terms of the tenancy or licence under which the individual or individuals occupy the house; and
  - e. a chronological history of the occupation of the house for any period from and including the date on which an application was made for this Licence, specifying the occupants' names, the date on which their tenancy or licence to occupy the house began, the date on which it ended, and such other particulars as the notice may specify.

#### Notification of Changes

- 2. The Licence Holder must ensure that the Private Sector Housing Service is informed in writing of any of the following changes within 14 days of the change or changes occurring:
  - a. The Licence Holder changes address, contact telephone number or email address.

- b. The Manager changes address, contact telephone number or email address.
- c. The emergency contact number provided to the occupants of the house changes.
- d. Any changes to the circumstances of the Licence Holder, the Manager, or any relative or associate of the Licence Holder or Manager, which might affect the Licence Holder's or Manager's "fit and proper person" status, including but not limited to:
  - i. cautions or convictions for offences involving fraud, dishonesty, violence, or drugs,
  - ii. cautions or convictions for sexual offences under the Sexual Offences Act 2003, Schedule 3,
  - iii. cautions, convictions, County Court or Tribunal judgments for discrimination, or breaches of housing or landlord and tenant law,
  - iv. cautions or convictions for a banning order offence, or
  - v. being made the subject of a banning order.

Important notice: The obligation under condition 2 above is to inform the Private Sector Housing Service of any material change or changes, not the Authority generally. Contact details for the Private Sector Housing Service are included in the Definitions section above.

#### Written information

- 3. The Licence Holder must ensure that every tenant or licensee of the house is provided with a written statement of the terms on which they occupy the house within 7 days of the commencement of their occupation of the house.
- 4. Within 7 days of the commencement of any new tenancy or licence to occupy the house or, in the case of tenants or licensees already in occupation of the house when this Licence comes into force, within 14 days of the latter date, the Licence Holder must ensure that the tenant(s) or licensee(s) are provided with:
  - a. written information explaining how they can make a complaint about matters concerning their occupation of the house, such as disrepair, pest control, waste disposal, and emergency issues relating to the security of

the house. The information must include a contact address, daytime telephone number and emergency out-of-hours telephone number for the Licence Holder and Manager, and information about how the Licence Holder will deal with such issues, including timescales for the completion of repair works;

- b. written information about arrangements for the disposal of rubbish and bulky waste including, where applicable, details about how to obtain and return alley-gate keys;
- c. a copy of this Licence, including these Licence conditions.
- 5. The Licence Holder must ensure that all tenants and/or licensees are informed of changes to the contact details provided for the purposes of paragraph 4(a) above within 24 hours of the change taking place. The Licence Holder must ensure that a written record is kept of any such change or changes, and of any information provided, and that a true copy is provided to the Authority within 14 days of any written demand for the same.
- 6. The Licence Holder must demand references from persons who wish to occupy the house before entering into any tenancy or licence agreement with them.
- 7. The Licence Holder must ensure that all such references are retained for the duration of this Licence, and for a further period of twelve months following its expiry, and must ensure that the Authority is provided with true copies of any and all such references within 14 days of any written demand for the same.
- 8. When rent or licence fees are collected or received in cash from an occupier of the house, the Licence Holder must ensure that a written receipt is given to the occupier within 7 days of the rent or licence fee being received. The receipt may take the form of an email or written invoice confirming the date and amount of the sum or sums paid, and the period of occupation to which they relate. The Licence Holder must ensure that copies of all such receipts and records are retained for the duration of this Licence, and for a further period of twelve months following its expiry, and that the Authority is provided with true copies within 14 days of any written demand for the same.
- 9. The Licence Holder must ensure that any tenant or licensee of the house is provided periodically, and at least quarterly, with an up-to-date statement of their rent account. The Licence Holder must ensure that all such statements of account are retained for the duration of this Licence, and for a further period of twelve months following its expiry, and must ensure that the Authority is provided with true copies within 14 days of any written demand for the same.

#### Anti-Social Behaviour

10. The Licence Holder must ensure that any tenancy or licence agreement granted after the issue of this Licence includes the following clause within the tenant's or licensee's obligations:

"Nuisance and Anti-social Behaviour: Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)"

- 11. The Licence Holder must neither ignore nor fail to take action to address antisocial behaviour (ASB) by or involving an occupier of, or visitor to, the house. The Licence Holder must ensure that all reasonable and practicable steps are taken to either prevent any such ASB or to deal with it promptly and effectively. If the Licence Holder has an agent, the Licence Holder must ensure that the agent acts on his or her behalf in accordance with these conditions, refer to condition 19.
- 12. Without prejudice to the generality of the foregoing, or to any other steps that the Licence Holder may need to take to ensure that ASB is dealt with promptly and effectively, the Licence Holder must comply with the requirements of paragraphs (a) to (f) below, or ensure that they are complied with:

#### Monitoring and recording the management of ASB

a. The Licence Holder must ensure that a written record is kept, in the form of an up-to-date log, of any ASB by or involving occupiers of or visitors to the house. The log must be in the form appended to these Licence conditions, or in a form to substantially the same effect **[Appendix B]**, and must include as a minimum: the date of the ASB; a description of the ASB; details, where known, of the perpetrator, victim and any witnesses; the steps taken by the Licence Holder and/or his or her agent to address the ASB; the outcome of the aforementioned steps; and an assessment of any further steps that are needed. The Licence Holder must ensure that the log is retained for the duration of this Licence and for a further period of twelve months following its expiry and that a true copy of the original, completed log is made available to the Authority within 7 days of any written demand for the same.

- b. The Licence Holder must ensure that any letters and other documents that relate to ASB and are either sent or received by the Licence Holder or an agent of the Licence Holder, are kept for the duration of this Licence and for a further period of twelve months following its expiry, and that a true copy of them is made available to the Authority within 7 days of any written demand for the same (but the Licence Holder shall not thereby be required to disclose to the Authority any information which the Licence Holder reasonably believes to have been provided to him in confidence by a third party).
- c. The Licence Holder must ensure that written notes are made and kept of any meetings, conversations or investigations that relate to ASB by or involving occupiers of, or visitors to, the house. The Licence Holder must ensure that the notes are retained for the duration of this Licence and for a further period of twelve months following its expiry and that a true copy of them is made available to the Authority within 7 days of any written demand for the same. For the purpose of this condition, it shall be sufficient for the said notes to be made and included in the log to which paragraph (a) above refers.

#### Responding promptly and effectively to ASB

- d. Within 72 hours of receiving a complaint about, or otherwise learning of, ASB by or involving an occupier of or a visitor to the house, the Licence Holder or agent must inform the occupier of the following by either letter or email:
  - (i) the alleged ASB,
  - (ii) the occupier's rights and obligations in respect of ASB under the terms of their tenancy or licence agreement,
  - (iii) the steps that the Licence Holder or his or her agent has taken or proposes to take to deal with the ASB effectively,
  - (iv) the steps that the occupier must take to the same end,
  - (v) the consequences of the ASB continuing,
  - (vi) that the Licence Holder or his or her agent will visit the house within 7 days of the date of the letter or email, in accordance with paragraph (e) below, to speak with the occupier and/or inspect the house's occupation or condition as appropriate, and

- (vii) that the Licence Holder or agent will, in accordance with paragraph (f) below, monitor and review the management and occupation of the house for a period of 14 days following the visit to assess whether the ASB has ceased, or whether any further action is required. A proforma letter is appended to these conditions for the purpose of guidance only [Appendix A].
- e. The Licence Holder must ensure that, within 7 days of the date of the letter or email to which paragraph (d) above refers, either the Licence Holder or his or her agent visits the house and takes all reasonable and practicable steps to speak with the occupier and inspect the house's occupation or condition. The Licence Holder must ensure that a record is kept of the visit and/or inspection, of the matters discussed with the occupier and of any other steps taken during the visit or inspection to deal promptly and effectively with the ASB. For the purpose of this condition, it shall be sufficient for the said notes to be made, included and kept in the log to which paragraph (a) above refers.
- f. The Licence Holder must ensure that, for the period of 14 days following the above visit and/or inspection the management and occupation of the house are monitored and reviewed regularly with a view to establishing whether the ASB has been dealt with effectively. The Licence Holder must ensure that, at the end of the 14 day period, a summary record of all such reviews and their outcome is recorded in the log to which paragraph (a) above refers.
- 13. Without prejudice to the foregoing, the Licence Holder must ensure that all such steps as are reasonable and practicable are taken to deal promptly and effectively with the ASB and any recurrence of it. Such steps may include but are not limited to: writing to the occupier as required by paragraph (d) above; warning the occupier in writing about the possible enforcement of their tenancy or licence agreement; seeking and obtaining advice about the management of the house, and enforcement of the occupier's tenancy or licence agreement; reporting to and liaising with statutory enforcement agencies about the effective resolution of the ASB; enforcing a tenancy or licence agreement in court, e.g. by seeking an injunction or possession of the house.
- 14. Where the Licence Holder or his agent has reason to believe that the ASB involves or may involve criminal activity, the Licence Holder must ensure that the appropriate authorities, including the police and the Authority, are informed. The Licence Holder shall co-operate with any and all such authorities in any investigation of, or action taken to address, the ASB with a view to dealing with it effectively. Such co-operation may include but is not limited to attending or being represented at case conferences or multi-agency meetings, and providing information to the police or to the Authority when requested.

#### **Property Inspections**

- 15. The Licence Holder must ensure that an inspection of the house is carried out (a) every 6 months at a minimum and (b) in response to any complaint made about the condition of the house or the way in which it is occupied, in order to identify any problems relating to the house. The Licence Holder must ensure that records of all such inspections are kept for the duration of this Licence and for a further period of twelve months following its expiry. The inspection record must be in the form appended to these Licence Conditions, or in a form to substantially the same effect **[Appendix C]**: The records must, as a minimum include:
  - a. identify the person or persons who carried out the inspection, and any other persons present, including any tenants or licensees,
  - b. identify the date and time of the inspection,
  - c. include a summary in respect of each room inspected, the common parts and external curtilage of the house,
  - d. detail any problems regarding the condition of the house or the way in which it is occupied, that are identified during the inspection,
  - e. include a log of the number and location of each smoke alarm in the house,
  - f. include confirmation that each smoke alarm has been tested and whether it is in working order,
  - g. include a log of the number and location of carbon monoxide alarms in the house,
  - h. include confirmation that each carbon monoxide alarm has been tested and whether it is in working order, and
  - i. summarise the action(s) taken or to be taken as a result of any issues identified during the inspection.
- 16. The Licence Holder must ensure that a true copy of all such inspection records is provided to the Authority within 14 days of any written demand for the same.
- 17. The Licence Holder must ensure that the occupants' right to quiet enjoyment of the house is respected. Save in an emergency, whenever entry is required to the house the Licence Holder must ensure that any notice requirements incorporated in the occupants' tenancy or licence agreement are complied with.

Where the tenancy or licence agreement does not contain any such requirements, the Licence Holder must ensure that the occupants receive at least 24 hours' written notice of the Licence Holder's intention to enter the house, specifying the reason why entry is required.

#### Property Management and Safety

#### Disrepair/Pests

- 18. The following conditions apply to the management of disrepair, pest infestation and other issues concerning the condition of the house:
  - a. The Licence Holder must ensure that, if informed of any disrepair, pest infestation, or emergency in the house, the issue is investigated promptly and, in any event, within 72 hours of notification, and that the appropriate authorities for example, the Authority, the police, the fire service etc are informed as necessary.
  - b. Further, the Licence Holder must write to the tenant within 14 days of notification of the issue, stating what action they have taken or intend to take, including timescales for completion.
  - c. The Licence Holder must ensure that remedial work in relation to disrepair/emergency/pest infestation is carried out within a reasonable period of time, taking account of the particular issue, and in any event within any timescales notified to tenants under condition 4(a) above.
  - d. The Licence Holder must ensure that copies of any such written complaint(s) and of the Licence Holder's response, as referred to in condition 18(a) and (b) above, are retained for the duration of this Licence and for a further period of twelve months following its expiry, and that the Authority is provided with a true copy within 14 days of any written demand for the same.
  - e. The Licence Holder must ensure that copies of any receipts and invoices for repairs or pest treatments at the house are retained for the duration of this Licence and for a further period of twelve months following its expiry and that the Authority is provided with true copies within 14 days of any written demand for the same.

- f. The Licence Holder must ensure that any repairs or pest treatments are carried out by a competent and suitably qualified person (i.e. a person with relevant and current training and experience, and with access to the requisite tools, equipment and information, who is capable of carrying out the defined task).
- g. Without prejudice, and subject, to the Licence Holder's statutory rights under Part 1 of the Housing Act 2004, the Licence Holder must cooperate with the Authority in any steps or action that it takes or proposes to take under Part 1 of the Housing Act 2004 to investigate, identify and address hazards in the house.

#### Managers and managing agents

- 19. If the Licence Holder appoints a person to manage the house during the period of the Licence, he or she must:
  - a. before or upon the manager's/managing agent's appointment, obtain from the manager/managing agent a written declaration identifying the Licence conditions, above and below, if any, by which he or she agrees to be bound; and
  - b. ensure that the declaration includes:
    - i. a recital that the manager/managing agent has read and understood the Licence conditions;
    - ii. a notice informing the manager/managing agent that a failure to comply with the conditions may result in criminal and/or civil liability, including an unlimited fine or a financial penalty of up to £30,000 for each breach;
    - iii. a notice that, if the manager/managing agent requires advice about the conditions or any failure to comply with them, he or she should consult a Citizens Advice Bureau or a solicitor, before signing the declaration;
    - iv. a recital that the manager/managing agent understands the consequences of failing to comply with the Licence conditions;
    - v. a recital that either (a) the manager/managing agent agrees to be bound by all of the Licence conditions, above and below, (b) the manager/managing agent agrees to be bound by such of the conditions as the declaration specifies or (c) a recital that the

manager/managing agent does not agree to be bound by any of the Licence conditions, above or below; and

- vi. in the case of (b) or (c) above, a statement that the person to whom the Licence was granted alone is bound by the Licence conditions;
- c. ensure that the aforementioned declaration is signed and dated by the appointed manager/managing agent; and
- d. within 21 days of the manager's/managing agent's appointment, ensure that the Authority is provided with a copy of the above declaration.

#### Gas Safety

- 20. If gas is supplied to the house, the Licence Holder must ensure that its gas appliances are inspected and tested annually by a competent and suitably qualified gas safe registered engineer, and that the Authority is provided annually, as specified below, with a valid gas safety record.
- 21. The Licence Holder must obtain, keep and, upon each anniversary of the date on which this Licence comes into force, provide the Authority and the occupiers of the house with a current, valid gas safety record, obtained from a Gas Safe registered engineer within the 12 months immediately preceding the said anniversary or, if the boiler was replaced or installed less than 12 months ago, evidence that notification has been provided to the Authority Building Control Department, via the gas safe register competent person scheme.
- 22. The Licence Holder must ensure that the Authority is provided, within 14 days of any written demand, with copies of all gas safety records and/or documentation relating to the house that are specified in the demand.
- 23. The Licence Holder must ensure that all works undertaken on gas appliances and installations in the house are carried out by a Gas Safe registered engineer. Details of registered Gas Safe engineers can be found at www.gassaferegister.co.uk

#### Electrical and Furniture Safety

- 24. The Licence Holder must ensure that all electrical appliances and furniture made available by him (or by the landlord, if he is not the licence holder) in the house are kept in a safe condition.
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- 25. The Licence Holder must ensure that the Authority is provided, within 14 days of any written demand, with a declaration by him as to the safety of electrical appliances and furniture made available by him (or by the landlord, if he is not the licence holder) in the house.
- 26. The Licence Holder must ensure that:
  - a. every electrical installation in the house is in proper working order and safe for continued use;
  - b. the Authority is supplied, on demand, with a declaration as to the safety of such installations;

For the purpose of condition 26 above, "electrical installation" has the meaning given in regulation 2(1) of the Building Regulations 2010, i.e. fixed electrical cables or fixed electrical equipment located on the consumer's side of the electricity supply meter.

#### Fire Safety

- 27. The Licence Holder must ensure that a smoke alarm is installed on each storey of the house on which there is a room used wholly or partly as living accommodation (which includes bathrooms and lavatories) and that each such smoke alarm is kept in proper working order.
- 28. The Licence Holder must ensure that the Authority is provided, within 14 days of any written demand, with a declaration as to the condition and positioning of all such smoke alarms.

#### Carbon monoxide safety measures

29. The Licence Holder must ensure that a carbon monoxide alarm is installed in each room in the house which (a) is used wholly or partly as living accommodation (which includes bathrooms, lavatories, halls and landings, ) and which (b) contains a solid fuel burning combustion appliance.

- 30. The Licence Holder must ensure that any and all such carbon monoxide alarms are kept in proper working order.
- 31. The Licence Holder must ensure that the Authority is supplied, within 14 days of any written demand, with a declaration as to the positioning and condition of any and all such carbon monoxide alarms.

#### Refuse/Waste Disposal

32. The Licence Holder must ensure that the occupier(s) of the house are provided with adequate facilities for the disposal of refuse and recycling, which includes suitable and appropriate receptacles for the storage of household waste and recycling between collections. The Licence Holder must ensure that these receptacles are stored in a suitable and accessible place within the grounds or curtilage as in 33(c) of the house.

#### Internal/External Condition of Property

- 33. The Licence Holder must ensure that:
  - a. complaints about the condition of the exterior or interior of the house are addressed promptly and effectively, and that the complainant is informed, within 14 days of any such complaint, about the action either taken or to be taken by or on behalf of the Licence Holder to address it;
  - b. an up-to-date log is kept of any and all such complaints, including the date of the complaint, the identity and contact details of the person making it and the action either taken or to be taken to address it;
  - c. an up-to-date log is kept of any and all maintenance scheduled or undertaken on the interior or exterior of the house, including any yards, gardens or other grounds or curtilage; and that
  - d. 'To Let' signs are removed within 14 days of the house being occupied and are not re-erected until notice has been given to end the current tenancy or licence of the house.

#### Window Keys

34. The Licence Holder must ensure that, if window keys are required to open, close or lock the windows in the house, the tenant or licensee is provided with any and all such keys at the start of the tenancy or licence.

#### Limitations of the Licence

**LICENCE TRANSFER** - This Licence cannot be transferred to another person or organisation or property.

**COMPANIES AND PARTNERSHIPS** - If the Licence Holder is a company or partnership and it is dissolved while the Licence is in force, the Licence ceases to be in force on the date of dissolution.

**PENALTY FOR BREACH OF LICENCE CONDITIONS**- Failure to comply with any of the above Licence conditions may result in enforcement action and/or prosecution. On conviction, a Court may impose an UNLIMITED fine for each breach of these Licence conditions. Alternatively, the Authority may impose a financial penalty of up to £30,000 for each Licence condition breach.

#### Other Statutory and Legal Requirements

**PLANNING PERMISSION** - This Licence does NOT grant any planning approvals, consents or permissions under the Town and Country Planning Act 1990 or any related planning legislation, retrospectively or otherwise. If the property is being used as a House in Multiple Occupation (HMO) this may constitute a breach of planning control and you should check the Authority's website to ensure the correct planning permissions are in place.

### https://liverpool.gov.uk/planning-and-building-control/search-and-track-planningapplications/

This Licence does not offer any protection against enforcement action taken by the Planning Department. If you are unclear on the matters outlined above, you should seek professional planning advice.

**BUILDING CONTROL**- This Licence does NOT grant any Building Control (Development Control) approvals, consents or permissions, retrospectively or otherwise. This Licence does NOT offer any protection or excuse against enforcement action taken by the Building Control (Development Control) Department.

**PROPERTY CONDITION** - This Licence is NOT evidence that the property is safe or free from hazards and defects. The Licence does not offer any protection against criminal or civil legal action being taken against the Licence Holder, or anyone else with an interest in the property, in respect of any hazards, nuisances or any other problems discovered in relation to the condition of the property.

**CONSUMER RIGHTS & UNFAIR PRACTICES** - The Licence Holder's attention is drawn to Office of Fair Trading's (OFT) guidance on unfair contracts in relation to their tenancies or licences. The Licence Holder must negotiate its agreements in good faith and must not carry out misleading or aggressive commercial practices. Full information should be supplied to any prospective occupier including details of this Licence. Further advice can be found here:

#### https://www.gov.uk/government/publications/unfair-contract-terms-cma37

It is not the responsibility of the Authority's Property Licensing Team to ensure the Licence Holder has complied with the above statutory requirements. If you are unclear on any of the matters outlined above, you should seek professional advice.

**PROSECUTION/ CONTRAVENTIONS CONSEQUENCES** - Please note that any Prosecutions, enforcement action or legal action taken against the Licence Holder or anyone associated with Licence Holder, or the management of the property, may affect the Licence Holder's 'fit and proper' person status. The Authority can revoke or vary the Licence at any time, giving proper statutory notice.

#### Appendix A - Proforma Sample Letter

Address of property

Date

Dear Occupier

#### Anti-Social Behaviour

I have been contacted by [.....] regarding a complaint of Anti-Social Behaviour (ASB) at this property.

The nature of the alleged anti-social behaviour is as follows:-

Insert text

You are reminded that, under the terms of your tenancy/licence agreement, you are bound by the following rights and obligations in respect of ASB:-

Insert text

As a result of this complaint we/I (licence holder/managing agent) propose to take the following steps to deal with the alleged anti-social behaviour effectively:-

Insert text

I/we expect you to co-operate in any way you can. We also expect you, as the tenant or licensee to take the following steps to address the ASB:-

Insert text

If the ASB behaviour continues at the property I/we as the licence holder/agent propose to:-

Insert text

I/we will visit the property on [.....] to speak with you and if necessary carry out an inspection of the property. We will continue to monitor and review the situation for a period of 14 days to determine if the ASB has ceased and what further action, if any is required.

I trust that I/we will have your full cooperation on this matter in resolving any issues of Anti-Social Behaviour caused by the occupiers and or visitors to the house.

Yours sincerely

### Appendix B – Pro-forma Sample Log Record of ASB

Item	Details	Date Actioned
Property address		
Tenant's name / email		
Date and Details of the		
ASB complaint		
Person(s) responsible for		
the ASB		
Details of		
victim/witnesses of ASB		
Action to be taken by LH		
Response from occupier		
and agreed action to be		
taken by occupier		
Action if ASB continues		
Visit by LH (within 7 days)		
Result of inspection		
Monitoring review period		
Further action?		
Conclusion		

Note:

For further information please refer to your Licence Conditions in relation to ASB

## Appendix C - Landlord Inspection Log [Template]

Property Address
Date/Time of Inspection
Person(s) Inspecting
Any other person(s) present

INTERNAL	Comments
Type of property	
Summary of each room	
inspected	
No of smoke alarms	
present in the property	
Location of smoke alarms	
Smoke alarms tested	
during visit & in working	
order?	
No of Carbon Monoxide	
alarms present in the	
property?	
Location of Carbon	
Monoxide alarms	
Tested during visit & in	
working order?	
Heating in working order?	
Any signs of	
overcrowding at the	
property?	
EXTERNAL	
Garden/yard clean and	
tidy, free from	
overgrowth/rubbish?	

Garden walls/fencing in	
good state of repair?	
Adequate No of general	
waste and recycling bins	
present? How many?	
Stored correctly within the	
curtilage of the property?	
Exterior of property in	
good state of repair?	
ACTIONS REQUIRED	
Has tenant(s) reported	
any concerns/disrepair at	
the property?	
Summary of actions	
required including dates	
Summary of actions taken	
& dates completed	
Signpost other issues:	
Safeguarding, vulnerable	
person(s), hoarding,	
evidence of crime/criminal	
activity	

#### Signature of person conducting Inspection:

.....

Date:....