



# **LANDLORD AND TENANT (PRIVATE HOUSING) BILL 2014**

## **EXPLANATORY NOTES**

*These notes are circulated for the information of Members with the approval of the Member in charge of the Bill.*

### **INTRODUCTION**

These explanatory notes relate to the Landlord and Tenant (Private Housing) Bill 2014. They have been prepared by the Department of Social Care in order to assist readers in understanding the Bill. They do not form part of the Bill.

The notes need to be read in conjunction with the Bill. They are not, and are not meant to be, a comprehensive description of the Bill.

Please note as the Bill will be passing through the Branches after the changes to the structure of Government, references to the Department in both these notes, and the Bill itself, are to the Department of Health and Social Care (DHSC).

### **BACKGROUND**

#### **General**

The Landlord and Tenant (Private Housing) Bill 2014 – aims to achieve a fair and reasonable balance between the rights of landlords and tenants under privately-rented tenancies.

The Bill does this by:

- Requiring landlords of rented dwellings, who are not exempt, to be registered;
- Requiring landlords, their nominated agents, and their rented dwellings to comply with minimum standards made by the DHSC;
- Requiring landlords, who do not themselves meet the minimum standards, to use a letting agent to manage the tenancy of their properties; and
- Empowering the DHSC to enforce those minimum standards.

The legislation refers to a set of minimum standards and allows the DHSC to take enforcement action against those standards. However those standards are published in a public document rather than being contained in the Bill. This allows the standards to bring together, rather than duplicating, existing legislation, creating a scheme which is easy to use and should not place an additional burden on landlords other than completing one single form to register their property/properties.

To ensure Members have a full understanding of how the scheme will operate the minimum standards are attached as Appendix A to these notes.

The Bill also makes mandatory the existing Voluntary Landlord Registration Scheme currently operated by the DHSC. The Voluntary Registration Scheme was introduced in February 2013 to enable landlords to understand what the registration process would entail.

### **Human Rights**

In the view of the Member moving the Bill, its provisions are compatible with the Convention rights under the Human Rights Act 2001.

## **NOTES ON CLAUSES**

The Bill consists of 6 Parts divided into divisions and subdivisions for ease of reading - and 2 Schedules.

### **PART 1 – INTRODUCTORY**

Part 1 of the Bill contains the opening provisions. The Part, mainly, covers: the Bill's short title and commencement; purpose, application and exemptions for the Bill; and definitions for certain key terms.

#### **DIVISION 1: INTRODUCTORY**

##### **Clause 1: Short Title**

This clause states the title of the Bill.

##### **Clause 2: Commencement**

Section 1 and 2 of the Bill commence on the announcement of Royal Assent to Tynwald.

The rest of the Bill will commence by Appointed Day Order and the DHSC may commence different provisions on different days. Before making the Appointed Day Order the DHSC must consult with the Department of Environment, Food and Agriculture.

- Note: this is to take account of the Department of Environment, Food and Agriculture enforcement role under the Bill (see Division 4 of Part 3).

##### **Clause 3: Purpose of the Act and its achievement**

This clause states the purposes of the Bill i.e. to achieve a fair and reasonable balance between the rights of landlords and tenants and how the purpose is achieved by the legislation by: requiring landlords to be registered; landlords, certain letting agents and rented dwellings having to meet standards; and for those standards to be enforceable.

#### **Clause 4: Application of the Act**

This clause explains that the legislation applies to leases or agreements (“privately-rented tenancies”) where a person pays rent and is given the right to occupy the whole, or part of, a dwelling.

The Act excludes:

- Certain privately-rented tenancies detailed in section 5;
- Publicly rented tenancies; and
- Any dwelling regulated under the Regulation of Care Act 2013.

#### **Clause 5: Exemption of certain privately-rented tenancies from Act**

This clause details the privately-rented tenancies that are exempt for the purposes of the Bill.

#### **Clause 6: Relationship with other Acts applying to privately-rented tenancies**

This clause explains that the provisions of the legislation do not stop another Act applying to a privately-rented tenancy but if there is an inconsistency then this Bill applies.

- Note: this is to take into account existing legislation that applies to Landlords and Tenants.

### **DIVISION 2 – INTERPRETATION**

#### **Clause 7: “Landlord” and “Tenant”**

This clause provides the key definitions for the Bill. It explains that a landlord is an owner and this includes a person who owns a leasehold estate where the leasehold is for a period of 21 years or longer (this aligns with the interests in land subject to registration under the Land Registration Act 1982). It also details that a tenant does not include an owner of a leasehold estate.

- Note: The definition of landlord captures the leasehold owner/tenant relationship. This is because if the leasehold owner is renting the property they will be the person directly responsible for the tenancy and therefore should be accountable to the tenant.

#### **Clause 8: “Minimum Standards”**

Subsections (1) and (2) provide a definition for the minimum standards and confirm they must be published and available to the public.

- Note: The standards are not contained in the Bill itself as the majority relate to existing legislation. The existing standards are deemed to be the standards by clause 67 and are attached as Appendix A for information.

Subsection (3) confirms that the minimum standards can be amended by the DHSC but that if any amendment impacts on a landlord or tenants rights or interests then they must be laid before Tynwald and are subject to negative procedure.

- Note: This is to ensure that if there are any administrative changes required to the standards i.e. typos, inclusions in guidance then these can be made, but any substantial change would need to go to Tynwald.

**Clause 9: Compliance with minimum standards**

This clause confirms that the minimum standards apply to a landlord or prospective landlord, a letting agent and dwellings and details what it means for a person to comply with the minimum standards.

**Clause 10: Definitions generally**

This clause states that other definitions are contained in Schedule 1.

**Clause 11: Provisions to put into context certain references in defined terms**

This clause puts into context the terms used in the Bill.

## **PART 2 – LANDLORD REGISTRATION**

Part 2 of the Bill states the offences and consequences of not being registered and contains the details of the registration process.

**DIVISION 1 – REGISTRATION-RELATED OFFENCES****Clause 12: Offence: being an unregistered landlord**

This clause details that a person who is not exempt under the Bill must not become a landlord or continue to rent a dwelling unless they are registered. The maximum penalty (summary) available to a Court for this offence is £20,000.

However in certain circumstances, i.e. where a person has previously been convicted but continues to be a landlord, then the maximum penalty (on information) is a custodial sentence for 6 months, a fine or both.

**Clause 13: Offences: illegal management by or for a noncompliant landlord**

This clause sets out the penalties for a landlord who is not fit and proper and therefore is required under the Bill to use a particular representative agent to manage their property. If the landlord manages the property, or authorises anyone other than the registered representative agent to manage the property, then the landlord commits an offence for which there is a maximum penalty (summary) of £20,000.

**Clause 14: Offences relating to advertising**

This clause sets out the offence for a landlord or letting agent advertising a property without the registration number. If they do there is a maximum penalty (summary) of £5,000.

**DIVISION 2 – ADDITIONAL CIVIL CONSEQUENCES OF NOT BEING REGISTERED****Clause 15: Application of Division**

This clause sets out that Division 2 applies if a person becomes or continues to be a landlord for a rented property without being registered and that the provisions have effect even if the landlord has not been charged with or convicted of an offence under clause 12.

### **Clause 16: Privately-rented tenancy generally not affected**

This clause clarifies the effect the contravention of being an unregistered landlord has on a privately-rented tenancy. The policy behind the provision is that the validity of the tenancy is not called into question, even though the Act has been contravened.

### **Clause 17: Tenant may terminate tenancy**

Subsection (1) states when a tenant may terminate a tenancy agreement after discovering their landlord is not registered. Subsection (2) confirms that the termination has effect even if a landlord becomes registered or exempt during the notice period.

### **Clause 18: Notice of contravention by DHSC and its effects**

Subsection (1) to (3) state that for the "contravention period", starting 6 months after DHSC has given a landlord notice that they are required to be registered and ending when they become registered, a Landlord cannot claim or retain rent from a tenant. They also cannot end the tenancy because of non-payment of rent.

Subsection (4) confirms that rent does not include any service charges i.e. electricity, and that subsection (3) does not apply if the landlord becomes registered or exempt for the property.

Subsection (5) confirms that a landlord still has the right to end a tenancy on grounds other than failing to pay rent. Subsection (6) provides the defined terms for the clause.

### **Clause 19: Tenant's right to recover amounts**

Subsection (1) confirms that the tenant also has the right to recover as a debt rent paid during the "contravention period" from the landlord. Subsection (2) specifies that a Court convicting a landlord of an offence may order the landlord to repay any rent paid during that period.

## **DIVISION 3 – OBTAINING REGISTRATION**

### **Clause 20: Applicants**

This clause details who can apply for registration.

### **Clause 21: Application details**

This clause details what an application for registration must contain.

### **Clause 22: Deciding application**

This clause details the steps the DHSC must take in deciding an application. The provision permits DHSC to require a landlord who does not meet the minimum standards to have a representative agent to manage the letting on the landlord's behalf.

### **Clause 23: Representative agents**

Subsection (1) defines the term in the title. Subsection (2) defines the meaning of "manage" used in the section.

**Clause 24: Procedure following decision**

This clause details the steps the DHSC must follow after making a decision on registration.

Subsection (1) specifies the steps if DHSC grants registration. Subsection (2) specifies the steps if DHSC decides to refuse or only grant registration if the applicant has a representative agent.

**Clause 25: Duration of registration**

This clause confirms that registration is for 3 years unless a person surrenders their registration, ceases to own the dwelling, has their registration suspended or cancelled, or is disqualified from registration.

**DIVISION 4 – LANDLORDS REGISTER****Clause 26: The register**

Subsection (1) and (2) state that the DHSC must keep a register and details what information the DHSC must, and may, include.

Subsection (3) states that DHSC is responsible for amending the register if information changes.

**Clause 27: Appointment or change of agent after registration**

This clause details what a registered person must do to appoint a nominated agent or change a letting agent for a dwelling once the person is registered.

**Clause 28: Requirement to notify DHSC of changes to details**

Subsection (1) requires that a person notify DHSC of any changes and if they don't there is a maximum penalty (summary) of £5,000.

Subsection (2) details that a registered person must notify DHSC if they are no longer a landlord of a dwelling, and if they don't, there is a maximum penalty (summary) of £5,000.

**Clause 29: Access to information in landlords register**

This clause provides for who the DHSC may give information from the landlords register to upon request.

- Note: the note gives examples of who would be considered to have an appropriate interest in a property i.e. a person looking to purchase the property or a prospective tenant.

**Clause 30: DHSC's notification powers**

This clause specifies who the DHSC may give information from the landlords register to.

## **DIVISION 5 – MISCELLANEOUS**

### **Clause 31: Renewal of registration**

This clause provides for a registered person applying to renew their application. The process of renewal is the same as for an original application.

### **Clause 32: False or misleading statements**

This clause states that a person must not make false or misleading statements in an application for registration or renewal. If they do there is a maximum penalty (summary) of £20,000.

## **PART 3 – COMPLIANCE WITH MINIMUM STANDARDS**

Part 3 of the Bill contains details on enforcement under the legislation including powers to enter premises, issue notices of non-compliance and improvement notices and the power to suspend or cancel registration. This Part also states the offences for failing to comply with the minimum standards.

### **DIVISION 1 – LANDLORD’S DUTY TO COMPLY**

#### **Clause 33: Offence: landlord’s failing to ensure compliance**

This clause specifies the offence if a landlord fails to ensure the rented dwelling complies with the minimum standards. If they do there is a maximum penalty (summary) of £20,000.

#### **Clause 34: Defence: tenant’s or agent’s conduct**

This clause confirms that it is a defence for a landlord if they can prove that their failure to comply with the minimum standards was caused by the tenant or letting agent or they prevented the landlord from complying.

### **DIVISION 2 NOTICES TO REMEDY NON-COMPLIANCE**

#### **SUBDIVISION 1 – NOTICE OF NON-COMPLIANCE**

##### **Clause 35: Notice of noncompliance**

This clause confirms that before giving an improvement notice, DHSC must give the landlord notice and state what the notice must contain.

##### **Clause 36: Considering submissions**

This clause confirms that DHSC must consider any submissions made by the landlord and may consider submissions from the tenant.

## **SUBDIVISION 2 – IMPROVEMENT NOTICES**

### **Clause 37: Power to give improvement notice**

This clause details the DHSC's power to give an improvement notice if a rented dwelling does not comply with the minimum standards.

The DHSC has this power whether or not the landlord has been charged with, or convicted of, an offence.

### **Clause 38: Improvement notices: content requirements**

This clause details the what the improvement notice must contain which includes a right of appeal against the notice under the Local Government Act 1985.

### **Clause 39: Improvement notice binds subsequent landlords**

This clause confirms that whilst an improvement notice is in place it applies to any subsequent landlord who may acquire the rented dwelling.

- Note: Any prospective landlord or their advocates would be able to access information from the register under clause 29 which would include any improvement notice for a dwelling.

### **Clause 40: Offence: contravention of improvement notice**

This clause states that it is an offence if a landlord who is bound by an improvement notice does not remedy the contravention. If they do not comply there is a maximum penalty (summary) of £20,000.

### **Clause 41: Defence for subsequent landlord**

This clause confirms that it is a defence for a subsequent landlord if they can prove that they had tried to find out but did not know about an improvement notice for a rented dwelling.

### **Clause 42: Effect of acquittal for relevant contravention**

This clause confirms that if a landlord is given an improvement notice but acquitted of the "standards offence" under clause 33 then the improvement notice is taken never to have had effect. This does not affect other action taken by DHSC in relation to the notice.

## **DIVISION 3 – CONTRAVENTION ACTION**

### **SUBDIVISION 1 – GENERAL**

#### **Clause 43: Application of Division**

This clause provides for the application of Divisions 3 to circumstances in which DHSC considers a registered person has committed certain offences.

#### **Clause 44: DHSC's powers**

This clause defines the DHSC's powers in relation to "contravention action" which includes; a decision to suspend or cancel a person's registration, or disqualify them from applying for registration.

Subsection (3) confirms that a person has a right of appeal under Part 4 about DHSC's decision.

#### **Clause 45: Effect of suspension, cancellation or disqualification**

This clause confirms the effect of the suspension, cancellation or disqualification from registration.

Subsection (5) confirms that this clause is subject to clause 48 (re-qualification) and 57(4) (appeal nature and procedure) of the Bill.

### **SUBDIVISION 2 – PROCEDURAL FAIRNESS REQUIREMENTS**

#### **Clause 46: Notice of contravention action**

This clause confirms that DHSC must give the landlord a notice of the contravention action and what that notice must contain which includes a right to make submissions about the decision and a requirement to notify any tenant of the action.

#### **Clause 47: Considering submissions**

Subsection (1) states that the DHSC must consider any submission made by the landlord or their tenant, and subsection (2) confirms that if the DHSC decides not to proceed with the action they must notify the landlord and their tenant.

### **SUBDIVISION 3 – CANCELLATION OF DISQUALIFICATION**

#### **CLAUSE 48: RE-QUALIFICATION**

Subsections (1) and (2) confirm who may apply for a "re-qualification application" following disqualification from registration, and subsection (3) states the requirements for any such application.

Subsections (4) (5) and (6) confirm what DHSC must do in relation to considering, granting or refusing an application.

Subsection (7) confirms that Part 2, Divisions 3 and 4, apply to the "re-qualification application" as if it were a registration application.

### **DIVISION 4 – AUTHORISED OFFICERS AND INSPECTIONS**

#### **Clause 49: Appointment and functions**

This clause gives DHSC the power to appoint a person as an authorised officer to monitor and enforce under the legislation.

- Note: The DHSC intends to appoint Environmental Health Officers from the Department of Environment, Food and Agriculture to inspect and enforce under the Bill.

**Clause 50: Issue of identity card**

This clause confirms that authorised officers must have an identity card and details what that card must contain.

**Clause 51: Proof of authorisation**

This clause states the requirements for an authorised officer to produce and display their identify card when inspecting or enforcing.

**Clause 52: General powers**

This clause enacts relevant sections of the Local Government Act 1985 giving authorised officers the power to enter premises and enforcement powers under the Bill. Subsection (2) confirms that authorised officers can only enter premises if the tenant consents or they have a warrant.

- Note: This clause applies provisions in the Local Government Act that allow powers of entry to be conferred to authorised officers under this legislation. This is to ensure a standardised approach to powers and means that the legislation does not duplicate provisions.

**Clause 53: Powers on entry**

This clause details authorised officers’ powers once they enter premises.

**PART 4 – REVIEW OF DECISIONS**

Part 4 of the Bill provides details of the review and appeals procedure under the Bill.

**Clause 54: Internal review of decisions**

Subsections (1) to (4) detail a landlord’s right to apply to DHSC to review a registration decision made under the Bill. The clause details the general procedure and timescales the DHSC must follow in reviewing, and confirming or amending, a registration decision. The clause gives the DHSC the power to prescribe detailed procedures by order.

Subsection (5) states that DHSC must notify a person following the internal review, and include details of their right to appeal to the Tribunal under clause 55 of the Bill.

The review must occur in accordance with procedure laid out in an order made by DHSC. Any order must be laid before Tynwald and is subject to negative resolution.

**Clause 55: Appeal right to the Tribunal**

This clause confirms that following the internal review under clause 54 a person may appeal to the Tribunal.

**Clause 56: Starting appeal**

This clause confirms the general procedure for starting an appeal unless appeal rules have been made under the Tribunals Act 2006. An appeal must generally be started within 28 days after notice of the original decision is given.

**Clause 57: Appeal nature and procedure**

This clause confirms the procedure for appeals under the legislation. The appeal is a review on the merits of the case in accordance with rules made about procedure. The Tribunal has full discretion to confirm, vary or make a fresh decision.

**Clause 58: Further appeal**

This clause states a person may make a further appeal on a point of law to the Civil Division. That appeal is under the Rules of Court.

## **PART 5 – MISCELLANEOUS**

Part 5 provides of the Bill provides for evidentiary and other matters for proceedings, regulations under the legislation, and other general matters.

**Clause 59: Appointment and authority**

This clause states that in a proceeding under or relating to this Bill a person's appointment as an inspector and the Department's or an inspector's power to do anything under this Bill must be presumed, unless a party to the proceeding, by reasonable notice, requires proof of it.

**Clause 60: General evidentiary provisions**

This clause states the evidentiary provisions applying to a proceeding under or relating to this Bill.

**Clause 61: Meaning of "maximum penalty"**

This clause defines the meaning of maximum penalty.

**Clause 62: Meaning of "on information" and "summary"**

This clause defines the meanings in the title.

**Clause 63: Liability of officers of bodies**

Subsection (1) and (2) explains that if an offence under the Bill is committed by a body corporate; and it is proved an officer of the body authorised, permitted, participated in, or failed to take all reasonable steps to prevent, the commission of the offence, then the officer, as well as the body, commits the offence.

Subsection (3) confirms the liability of a company.

Subsection (4) defines the terms in the clause.

**Clause 64: Form-making power**

This clause states the DHSC may make forms for use under the Bill.

**Clause 65: Regulations**

This clause states the Department may make regulations for the purposes of the Bill and the issues that can be prescribed for in those regulations.

**Clause 66: Tynwald approval for regulations**

This clause states that regulations must be approved by Tynwald.

## **PART 6 – TRANSITIONAL AND CONSEQUENTIAL PROVISIONS**

Part 6 of the Bill provides for transitional provisions and amendments to existing legislation detailed in Schedule 2.

**Clause 67: Voluntary registration scheme becomes the landlords register**

This clause confirms that the register the DHSC currently keeps of those landlords signed up to the Voluntary Registration Scheme becomes the landlords register. Any registration number given under the Voluntary Registration Scheme continues.

- Note: Landlords who are already registered under the voluntary scheme will not need to take any action.

**Clause 68: Interim registration fees**

This clause details interim registration fees under the legislation until fees are prescribed by regulations. This clause expires when any such regulations are made.

**Clause 69: Amendment of enactments**

This clause gives effect to Schedule 2, which makes consequential amendments.

## **SCHEDULES**

**Schedule 1: Definitions**

This Schedule contains the definitions used in the Bill.

**Schedule 2: Amendment of enactments**

This Schedule contains the amendments to existing legislation.

- Note: The amendments are simply to allow the merging of the existing Rate and Renting Appeals Commissioners and to provide for the change of name to the Rates, Rent and Landlord and Tenant Tribunal. This is to better reflect the work of the new Tribunal.

# Appendix A – MINIMUM STANDARDS FOR LANDLORD REGISTRATION

## 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 been convicted of 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.

<b>Standards for Registration: Personal Requirements</b>	<b>YES or NO</b>
<p><b>Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False</b></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>I/We have not been convicted of any offence involving fraud, dishonesty, violence, sexual offences or drugs.            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 require further information please contact the Department on 685955.</p>	
<p>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. If you have answered 'No' (FALSE) to this statement, please give further details.</p>	

## 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 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.

Housing Matters 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.

The Isle of Man has an independent Landlord organisation. They can be contacted by email on [manxlandlordassociation@gmail.com](mailto:manxlandlordassociation@gmail.com).

<b>Standards for Registration: Letting the Property</b>  <b>Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False</b>  The use of "I/We" in the following statements refers to the landlord and, where appointed, the letting agent acting on their behalf.	<b>YES or NO</b>
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.	
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.	
I/We can demonstrate that I/ We give tenants clear and accurate details of; <ol style="list-style-type: none"> <li>1. The 'accommodation to-let' particulars</li> <li>2. The rent, service charges, utility and domestic rate liabilities of both parties</li> <li>3. Any other charges for which the tenant is responsible</li> </ol>	
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 letting agent in the tenancy agreement	
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>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 <b>all</b> of the following:</p> <ol style="list-style-type: none"> <li>1. The rent due and period of payment;</li> <li>2. The method of payment;</li> <li>3. Any review period for changing the rent;</li> <li>4. The responsibility of the Tenant for service charges, rates, utility costs and any other charges for which the Tenant is responsible;</li> <li>5. A statement of the repair and maintenance duties of both parties;</li> <li>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;</li> <li>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.</li> <li>8. A requirement for the tenant to have a minimum of 'Occupiers Negligence and Liability' Insurance.</li> </ol>	
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.	

### 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><b>Standards for Registration: Management of the Tenancy</b></p> <p>Please answer <b>YES</b> if the statement is True, or <b>NO</b> 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><b>YES or NO</b></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 (where provided) of all Tenants and make 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</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 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.</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.	
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.	
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.	
I/We seek to resolve any dispute linked to the tenancy or property in question promptly and lawfully.	

#### 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.

<b>Standards for Registration: Property Condition</b>	<b>YES or NO</b>
<p>Please answer <b><u>YES</u></b> if the statement is True, or <b><u>NO</u></b> 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>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"> <li>1) Is structurally stable;</li> <li>2) Is wind and watertight;</li> <li>3) Is substantially free from rising or penetrating damp;</li> <li>4) Is in full compliance with relevant fire safety legislation, and, where applicable, Flat Regulations;</li> <li>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;</li> <li>6) Has satisfactory provision for natural and artificial lighting, for ventilation and for heating;</li> <li>7) Has an adequate piped supply of wholesome water available within the house;</li> <li>8) Has a sink provided with a satisfactory supply of both hot and cold water within the house;</li> </ol>	

<p>9) Has a WC available for the exclusive use of the occupants of the house and suitably located within the house;</p> <p>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;</p> <p>11) Has an effective system for the drainage and disposal of foul and surface water;</p> <p>12) Has satisfactory facilities for the cooking, preparation and storage of food within the house;</p> <p>13) Has satisfactory access to all external doors and outbuildings;</p> <p>14) Has satisfactory provision for detecting fires;</p> <p>15) Has satisfactory thermal insulation;</p> <p>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;</p> <p>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</p> <p>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 windows 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.

<b>Standards for Registration: Property Maintenance</b> <b>Please answer <u>YES</u> if the statement is True, or <u>NO</u> if the statement is False</b> The use of "I/We" in the following statements refers to the landlord and, where appointed, the letting agent acting on their behalf.	<b>YES or NO</b>
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 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.	