**APPENDIX 1**

Membership of the Review Panel

<table>
<thead>
<tr>
<th>Councillor John Bevan - Chair</th>
<th>Councillor David Beacham</th>
</tr>
</thead>
<tbody>
<tr>
<td>Councillor Gina Adamou</td>
<td>Councillor Liz Santry</td>
</tr>
<tr>
<td>Councillor Herbie Brown</td>
<td>Councillor Laura Edge</td>
</tr>
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<thead>
<tr>
<th>Councillor Diakides</th>
<th>Executive Member for Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Clarke</td>
<td>Director of Housing Services</td>
</tr>
<tr>
<td>Shifa Mustafa</td>
<td>Assistant Director - Environmental Services</td>
</tr>
<tr>
<td>Jonathan Ellis</td>
<td>Chief Executive - Empty Homes Agency</td>
</tr>
<tr>
<td>Steve Fallon</td>
<td>Project Manager - Metropolitan Care &amp; Repair</td>
</tr>
<tr>
<td>Bridget Greeves</td>
<td>Metropolitan Care &amp; Repair</td>
</tr>
<tr>
<td>Theresa Goede</td>
<td>Croydon Churches Housing Association</td>
</tr>
<tr>
<td>Helena Pugh</td>
<td>Health &amp; Social Care Policy Team</td>
</tr>
<tr>
<td>Rob Ankers</td>
<td>Policy Officer</td>
</tr>
<tr>
<td>Denise Gandy</td>
<td>Policy Officer</td>
</tr>
<tr>
<td>Tracey Moore</td>
<td>Strategy &amp; Programme Manager</td>
</tr>
<tr>
<td>Tony Jemmott</td>
<td>Team Leader - Houses in Multiple Occupation</td>
</tr>
<tr>
<td>Steve Russell</td>
<td>Housing Renewal Manager</td>
</tr>
<tr>
<td>Alan Elborough</td>
<td>Project Leader - Landlord Accreditation Scheme</td>
</tr>
<tr>
<td>Hamid Khan</td>
<td>Housing Needs Manager</td>
</tr>
<tr>
<td>Jim McLaughlin</td>
<td>Project Leader - Landlord Accreditation Scheme</td>
</tr>
<tr>
<td>Derek Pearce</td>
<td>Grants Officer - Regeneration</td>
</tr>
<tr>
<td>Neil Mawson</td>
<td>Metropolitan Housing Trust</td>
</tr>
<tr>
<td>Anoma Amarajeewa</td>
<td>Empty Homes Officer</td>
</tr>
<tr>
<td>Moria Lucas</td>
<td>Manager - Empty Property Group</td>
</tr>
<tr>
<td>Susan Woodhull</td>
<td>Benefits &amp; Local Taxation Manager</td>
</tr>
<tr>
<td>Raymond Prince</td>
<td>Principal Lawyer Housing and Litigation</td>
</tr>
<tr>
<td>Stephen Turner</td>
<td>Senior Lawyer Civil Litigation Legal Services</td>
</tr>
<tr>
<td>Debbie Ricketts</td>
<td>London Borough of Hammersmith and Fulham</td>
</tr>
<tr>
<td>Scrutiny Policy Officer</td>
<td>London Borough of Camden</td>
</tr>
<tr>
<td>Private Landlords</td>
<td>Haringey</td>
</tr>
<tr>
<td>Letting Agents</td>
<td>Haringey</td>
</tr>
</tbody>
</table>

We have received oral and written evidence from officers of the Council. We are grateful to everyone who contributed to this Scrutiny Review.

London Borough of Haringey
Scrutiny Review of The Council's Approach to Private Sector Housing
Problem Properties? Developing a better understanding of why homes are left empty

In areas of high demand for housing, why are there so many empty private homes? This study sets out to examine why there were almost 850 private homes in the London Borough of Hammersmith and Fulham that had been empty for more than one year. It also wanted to assess whether owners wanted help to bring their ‘problem properties’ back into use, and with whom they would prefer to work. The study was carried out by the Empty Homes Agency working with MORI. It found:

- Most respondents had bought or acquired their property. They either intended to live in it themselves, use for family or friends, use it as an investment or to manage the property themselves.

- Only about a quarter of respondents were interested in some form of assistance to bring their property back into use. The remaining respondents expressed no interest in any such services.

The researchers concluded that:

- owners of empty homes are worthy of additional attention by local authorities to assess whether existing or new services may encourage the owner to bring the property back into use to increase housing supply.

- where this ‘carrot approach’ does not work, an effective ‘stick’ is also required to ensure that the property is re-used and the benefits are made apparent to the owner.

The researchers recommended that:

- work should be undertaken to encourage more housing associations to run private sector leasing schemes for empty homes to increase the options for owners.

- when no reason is given and no action is taken by an owner of an empty home, the ODPM should give urgent consideration to implementing their consultation paper on Empty Homes Management Orders to bring such property in high demand areas back into use to meet housing need.
1. Introduction:

In a high demand area for housing such as the London Borough of Hammersmith and Fulham, where housing prices are the fourth highest in the country, why are there so many empty homes? This study sets out to examine why there were 845 private homes that had been empty for more than one year. And it wanted to assess whether owners wanted help to bring their 'problem properties' back into use, and with whom they would prefer to work.

Why in such an area of high demand were owners turning down extra income, which could be realised by using their property. Was it that simply having a property, albeit empty, was still a sounder investment than investing in the stock exchange or a building society, and with the returns from the rising house prices no action was deemed necessary by the owner?

The study focused on Hammersmith and Fulham, which had already brought 675 empty homes back into use in 6 years through its empty property strategy. In this time the authority has seen the numbers of properties empty for more than a year or more decrease from just over 1800 in 1997 to 845 in 2003. This authority, as with the majority of local authorities, had a funded programme of working with owners to lease empty homes to help meet housing need.

Despite this record of action, this study asked what still needed to be done to bring these remaining empty properties back into use, especially when there were still 1,610 families registered as homeless in the Borough?

2. Property details:

In response to a postal survey, 216 questionnaires were returned from owners of empty properties (26% of the total) within the time period, and there were 179 eligible questionnaires, which form the basis for the analysis. These findings should be seen as indicative of the views of empty homes owners in this Borough. Full information on the statistical reliability is available from the EHA.

Just over one fifth of properties were houses and almost three quarters were either flats or maisonettes. One in nine of these empty properties were either above a shop, office or commercial premises. When asked about the present condition of their property, three in five respondents believed that their property was either in a very or fairly good condition. The survey also asked how many rooms were in the property excluding kitchen and bathroom:

<table>
<thead>
<tr>
<th>No</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>blank</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>4</td>
<td>14</td>
<td>23</td>
<td>19</td>
<td>8</td>
<td>9</td>
<td>10</td>
<td>13</td>
</tr>
</tbody>
</table>
3. Ownership:

Most respondents had bought or acquired their property. They either intended to live in it themselves, use for family or friends, to manage the property or to use it as an investment. The increasing property prices in this Borough show that over recent years, despite remaining empty, such properties have proved to be a sound investment decision. Only one respondent in eleven had inherited the property, which challenges an assumption that most empty property owners are accidental owners. It is also interesting to note that over a third of respondents had a mortgage on their empty property.

4. Reasons for leaving the property empty:

Owners gave a variety of reasons for why their property was empty:

<table>
<thead>
<tr>
<th>Reason</th>
<th>%</th>
<th>Reason</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Being repaired</td>
<td>31</td>
<td>Planning restrictions</td>
<td>3</td>
</tr>
<tr>
<td>Trying to sell</td>
<td>15</td>
<td>Currently abroad</td>
<td>3</td>
</tr>
<tr>
<td>Not empty</td>
<td>15</td>
<td>Awaiting Will</td>
<td>3</td>
</tr>
<tr>
<td>Trying to let</td>
<td>10</td>
<td>No entrance</td>
<td>2</td>
</tr>
<tr>
<td>Planning to repair/ renovate</td>
<td>9</td>
<td>More than one owner</td>
<td>2</td>
</tr>
<tr>
<td>Second home</td>
<td>9</td>
<td>Tax reasons</td>
<td>1</td>
</tr>
<tr>
<td>Can’t afford to repair</td>
<td>7</td>
<td>Threat of being listed as HMO</td>
<td>1</td>
</tr>
<tr>
<td>Live in part</td>
<td>6</td>
<td>Lease too short to let out</td>
<td>1</td>
</tr>
<tr>
<td>Keeping options open</td>
<td>6</td>
<td>Waiting for right time to let</td>
<td>1</td>
</tr>
<tr>
<td>Don’t want trouble of tenants</td>
<td>4</td>
<td>Property damaged</td>
<td>1</td>
</tr>
<tr>
<td>Waiting for right time to sell</td>
<td>4</td>
<td>Other</td>
<td>3</td>
</tr>
</tbody>
</table>

Source: MORI. Base: All respondents (179)

Three in ten respondents stated that their property was currently being
repaired, and 15% and 10% stated that they were trying to sell or let their property respectively. These findings also challenge previous assumptions as to why property was left empty with very low figures given for not wanting trouble with tenants, awaiting the outcome of a will and tax reasons.

5. Encouraging occupation:

Respondents were offered a range of services to choose in order to help them to bring the property back into use:

<table>
<thead>
<tr>
<th>Reason</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant to pay for repairs</td>
<td>11</td>
</tr>
<tr>
<td>Guaranteed rental income with no involvement</td>
<td>11</td>
</tr>
<tr>
<td>Preferential rate loan to help pay for repairs</td>
<td>8</td>
</tr>
<tr>
<td>Professional services to manage repairs</td>
<td>7</td>
</tr>
<tr>
<td>Help/advice in finding a tenant</td>
<td>5</td>
</tr>
<tr>
<td>Help/advice in selling it</td>
<td>4</td>
</tr>
<tr>
<td>Help/advice finding a letting agent</td>
<td>1</td>
</tr>
<tr>
<td>None of these</td>
<td>53</td>
</tr>
<tr>
<td>Blank</td>
<td>20</td>
</tr>
</tbody>
</table>

Source: MORI. Base: All respondents (179)

The first two options were already offered by the Borough, and the remaining five options were proposed new services to owners of empty property.

Only just over a quarter selected any of these services. Over a half expressed no interest in any of these services and one in five left the question blank and gave no preference.

6. Obtaining services:

Respondents were also asked from whom they would like to receive these services. From an array of options, just 3 in 10 selected any preference at all. Almost half of respondents did not want any of these providers and one fifth left the question blank.
<table>
<thead>
<tr>
<th>Council</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Advice Agency</td>
<td>11</td>
</tr>
<tr>
<td>Bank/ financial organisation</td>
<td>10</td>
</tr>
<tr>
<td>Landlord Association</td>
<td>6</td>
</tr>
<tr>
<td>Housing Association</td>
<td>4</td>
</tr>
<tr>
<td>None/ don’t want any of these</td>
<td>48</td>
</tr>
<tr>
<td>Blank</td>
<td>22</td>
</tr>
</tbody>
</table>

Source: MORI. Base: All respondents (179)

The results from these last two questions demonstrate the limited potential of the existing and new services to owners. There are still owners who are willing to work with the Borough but that still leaves a large amount of owners who remain uninterested in any assistance.

7. Likely eventual Occupation:

The vast majority of respondents see a clear direction for their property with only 13% of owners failing to provide an answer. A third of respondents expect to rent out the property, one quarter expected to sell, and one quarter wished to keep it for themselves or family and friends to live in. However no indication was given in the survey about when these properties would be re-occupied.

8. Key conclusions:

The researchers conclude that such owners of empty homes, the majority of whom have made a conscious decision to acquire the property, are worthy of additional attention by local authorities to help efforts to increase housing supply. A minority of owners is worth pursuing to assess whether existing or new services may encourage the owner to bring the property back into use.

It is also possible that after having offered a similar range of services for the past six years, owners who were most likely to take them up had already done so. Indeed this reflects the experience of the local authority that it is more difficult to ‘sell’ these products than it was three of four years ago. In such cases local authorities will need to work harder to market these services rather than just publicise them.

Yet a majority of owners were not interested in any of the services offered. They are currently gaining as their property is increasing in capital value, but if they can’t be persuaded to bring the property back into use, consideration needs to be given to additional action that could be taken. Where the carrot approach is not working, an effective stick is required to ensure the property is re-used and the benefits made clear to the owner.
Assuming that these findings are based on a representative sample, and given that the statistical reliability is in the range +/-7%, one can estimate that there are between 346 and 398 properties where the owner is not interested in bringing the property back into use with any of the services offered on the questionnaire.

Local authorities already have the power of compulsory purchase of long-term private empty homes. But the scale of the problem revealed by this study suggests that a new tool is required to enable the temporary management of the property. This new power would bring the property back into use with clear benefits to the new tenants, the local community and the local authority. The owner would also benefit as the property would be improved and managed for them at no cost. It would also show the income benefits to the owner of utilising their property.

9. Key Recommendations:

The researchers recommend that:

- Local authorities should be encouraged to conduct a similar survey of the owners of empty property. In particular they should focus on whether the property is a problem to them and when the property is likely to be occupied.
- All local authorities should have a funded Empty Property Strategy with a dedicated Empty Property Officer to work with the owners of empty property.
- Local authorities should consider expanding the range of services offered to owners to include low rate loans and specialist home improvement agency services.
- The Office of the Deputy Prime Minister (ODPM) and the Housing Corporation should work to find ways to encourage more housing associations to run private sector leasing schemes for empty homes to increase the options for owners.
- When no reason is given and no action is taken by an owner of an empty home, the ODPM should give urgent consideration to implementing their consultation paper (22nd May 2003) on empty homes management orders to bring such property in high demand areas back into use to meet housing need.
- The role of the public should be encouraged in reporting empty property to the local authority. The ODPM should consider extending the existing power of Public Requests Ordering Disposal to long-term empty private homes.

10. About the study:

The study was led by the Empty Homes Agency with the London Borough of Hammersmith and Fulham and MORI. The Borough sought legal advice on the use of council tax data for this study. The advice received stated that there
was no breach of the Data Protection Act provided that no individual or
individual property was identified in the report. This decision ensured that the
study had access to the most current information on the owners of empty
homes.

MORI sent a postal survey to all 716 owners of the 845 properties that had
been empty for more than one year. A follow-up letter was subsequently sent
to all non-responders three weeks later. A prize draw was included to
increase the response rate.

The study was supported by an advisory group with representatives from the
Greater London Authority, the Office of the Deputy Prime Minister and the
Small Landlords' Association.

For any questions about this study, please contact the Empty Homes Agency:

Telephone: 020 7828 6288
E-mail: info@emptyhomes.com
Web site: www.emptyhomes.com
APPENDIX 3

DATE: 2004

CONTRACT FOR THE PROVISION OF SERVICES SUPPORTING HARINGEY COUNCIL'S LANDLORD ACCREDITATION SCHEME BETWEEN

THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF HARINGEY (1)

-and-

ADAMS & STYLES (2)
DATED: The day of 2004

PARTIES:

1. THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY of Civic Centre, High Road, Wood Green, London N22 ("Council")

2. ADAMS & STYLES whose trading office is at 345 Green Lanes Harringay London N41DZ ("Lettings Agent")

WHEREAS:


B The Lettings Agent is a partnership the partners of which are Mr Prodromos Adamou and Christos Stylianou.

C The Council has received an offer of financial assistance from the Office of the Deputy Prime Minister to meet a proportion of the costs of in respect of its Landlord Accreditation Scheme details of which are given in the Service Specification at Schedule 1 to this Contract.

D General Consent under Section 25 Local Government Act 1988 for Rent Deposits and Indemnities for Private Landlords 1999 (General Consent F) applies to the benefits and payments made under this Contract those benefits and payments corresponding with section 24(1) of Local Government Act 1988.

E The Council wishes to have provided the Services set out in the Contract.

F The Lettings Agent is willing to perform such Services in accordance with the provisions of this Contract.

THE PARTIES AGREE:

I INTERPRETATION

1.1 In this Contract these terms shall have the following meanings ascribed to them:

(a) "Authorised Officer" means the person representing the Council for the purposes of the Contract, whose details are set out in Schedule 2 to this Contract, or that person's nominated representative.

(b) "Commencement Date" means the date of the is Contract;

(c) "Expiry Date" means the date 12 months from the Commencement Date;
(d) "Conditions" means these conditions of the Contract;
(e) "Contract" means the agreement between the Council and the Lettings Agent comprising these Conditions and Schedules hereto;
(f) "Contract Documents" means the documents comprising the Contract;
(g) "Contract Period" means the period described in Condition 3 of this Contract;
(h) "Pre-Tenancy Determination Form" means the form attached at Schedule 3;
(i) "Rent Deposit" means sums paid by the Council to the Lettings Agent to be used as tenants' rent deposits and which shall be held by the Lettings Agent as agent for the Council in a separate account designated for this purpose until receipt of instructions from the Authorised Officer or his/her authorised representative to apply such sums in accordance with the provisions of this Contract (more particularly described in the Service Specification);
(j) "Landlord Bond" means sums paid by the Council to the Lettings Agent to be used as landlord bonds and which shall be held by the Lettings Agent as agent for the Council in the Lettings Agent's designated landlord client accounts for this purpose until receipt of instructions from the Authorised Officer or his/her authorised representative to apply such sums in accordance with the provisions of this Contract (more particularly described in the Service Specification);
(k) "Project Leaders" means Alan Elborough and Jim McLaughlin of Haringey Council Housing Services, Apex House, 820 Seven Sisters Road, London, N15 5PQ;
(l) "Services" means the services that the Lettings Agent has agreed to provide, as described in the Service Specification;
(m) "Service Specification" means the specification issued by the Council in respect of the provision of the Services as set out in Schedule 1; and
(n) "Steering Group" means a group made up of the Project Leaders, Authorised Officer, representatives of the Letting Agents, Council tenancy relations officers, housing advisors, environmental health officers and consultants providing any training to landlords participating in the Council's Landlord Accreditation Scheme.

1.2 The headings of these clauses shall not affect the interpretation thereof.

1.3 The masculine includes the feminine and vice versa.
1.4 The singular includes the plural and vice versa.

1.5 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

1.6 This Contract is governed by, and is to be construed in accordance with, English law.

2 **SCOPE OF TERMS AND CONDITIONS OF CONTRACT**

2.1 The Council appoints the Lettings Agent and the Lettings Agent agrees to provide the Services to the Council in accordance with the terms and conditions of this Contract.

3 **CONTRACT PERIOD**

3.1 The Lettings Agent shall provide the Services for the period from the Commencement Date to the Expiry Date unless the Contract is sooner terminated by either party in accordance with its terms and conditions.

3.2 During the continuance of the Contract Period the Council shall be entitled to extend the Contract Period for a period of up to 12 months if both parties agree in writing to such an extension. The same terms and conditions as those contained within this Contract will apply to any extended Contract Period.

4 **RENT DEPOSITS AND LANDLORD BONDS**

4.1 The Council shall provide the Lettings Agent with Rent Deposits and Landlord Bonds which are to be held and administered in accordance with the provisions of, and solely for the purposes detailed in this Contract.

4.2 The Lettings Agent shall repay to the Council any sums paid to it by the Council including but not limited to including Rent Deposits and Landlord Bonds upon demand in the event that it is in breach of any of the terms of this Agreement which has the effect of the Office of the Deputy Prime Minister refusing to accept any claim made to it by the Council for the funding in respect of its Council’s Landlord Accreditation Scheme. Such sums shall be limited to either the total amount of sums paid by the Council to the Lettings Agent by the date of breach.

4.3 In the event of any housing benefit overpayment (not arising from any act or omission on the part of a landlord of any property in respect of which Landlord Bonds and Rent Deposits have been applied in accordance with this Contract who knowingly causes or suffers the overpayment to arise) the Council having powers under the general Housing Benefit Regulations as against the relevant housing benefit tenant shall seek to recover any such overpayment but not from the landlord or the Lettings Agent acting upon their behalf of any property in respect of which Landlord Bonds and Rent Deposits have been applied.
SUFFICIENCY OF INFORMATION

4.4 The Lettings Agent shall be deemed to have satisfied itself as regards the nature and extent of the Services before agreeing to undertake the Services. The Lettings Agent shall be deemed to have obtained for itself all necessary information as to the risks, contingencies and any other circumstances which might reasonably influence or affect the Lettings Agent undertaking the Services.

4.5 This Contract contains the full and complete understanding between the parties and supersedes arrangements and understandings whether written or oral relating to the subject matter of this Contract and may not be varied except in accordance with Condition 27. The Lettings Agent acknowledges that no representations, documents, negotiations, understandings or promises have been made to the Lettings Agent by the Council or any of its servants, Lettings Agents, employees, members or representatives.

4.6 The Council may enter into one or more contracts with persons who are able to provide the Service in accordance with this Contract and therefore reserves the right to approach and obtain the Services from any other persons. The Lettings Agent acknowledges and agrees that the Council gives no guarantee as to any level of Service to be provided, that there is a limited amount of funding at the Council’s disposal in respect of Rent Deposits and Landlord Bonds and the Council does not guarantee that any such funding will be made available to the Lettings Agent.

5 LETTINGS AGENT’S OBLIGATIONS

5.1 The Lettings Agent shall ensure that the standards of service required by the Contract are being delivered and that the Services are provided in accordance with the Contract continually throughout the Contract Period.

5.2 The Lettings Agent shall, upon the request of the Authorised Officer demonstrate that the standards of service required by the Contract are being delivered continually throughout the Contract Period in manner which is to the reasonable satisfaction of the Authorised Officer.

5.3 The Lettings Agent shall comply with any instruction of the Council to rectify any deficiency in quality of the Services within the time stipulated by the Council in such instructions. This will be done at no cost to the Council.

5.4 The Lettings Agent shall meet with the Authorised Officer to a minimum of once per quarter to discuss the Services being provided.

5.5 The Lettings Agent shall immediately report to the Authorised Officer any significant event, incident, accident or absence, which affects or is likely to effect the delivery of the Services.

5.6 The Lettings Agent shall, if required to do so by the Authorised Officer, comply with all of the Council’s Contract Standing Orders in the supervision of any contract upon behalf of the Council.
5.7 The Lettings Agent shall hold all sums transferred to it for use as Rent Deposits and Landlord Bonds as agent for the Council in accordance with the provisions of this Contract and any interest accruing on such sums shall remain the property of the Council and shall be paid by the Lettings Agent to the Council upon demand.

5.8 The Lettings Agent shall only apply the sums paid to it for use as Rent Deposits and Landlord Bonds for the purposes detailed in this Contract.

5.9 The Lettings Agents shall upon request provide the Council and/or its auditors with full access to all records and accounts relating to the separate designated accounts referred to at Conditions 1.1 (i) and (j) above.

5.10 The Lettings Agent shall if directed by the Authorised Officer be accredited lettings agents under the National Approved Lettings Agents Scheme or obtain such accreditation and operate all of its financial management, client accounts, terms of business, good management practice and mediation procedures in accordance with that scheme’s requirements or secure such accreditation and to the reasonable satisfaction of the Authorised Officer.

6 DUTY OF CARE

6.1 The Lettings Agent shall, in the discharge of its duties in accordance with this Contract, exercise reasonable skill, care, and diligence, and provide the Services in an efficient and professional manner and in accordance with any applicable statutory requirements.

7 MONITORING

7.1 The Lettings Agent’s performance of the Services shall be monitored by the Authorised Officer, who shall be entitled to make recommendations to the Lettings Agent for improving the standard of the Lettings Agent’s performance in undertaking the Services. Upon receiving a request to do so the Lettings Agent shall attend any meeting(s) arranged by the Authorised Officer for the purpose of reviewing the Lettings Agent’s performance. The monitoring arrangements are more particularly described in the Service Specification.

8 RECORD KEEPING

8.1 The Lettings Agent shall maintain proper records and accounts in relation to the provision of the Services and those accounts must be separate from the Lettings Agent’s other accounts. The Council shall at all times have the right to audit these accounts at anytime without notice.

8.2 The Lettings Agent shall provide the Council with all such statistical and other information relating to the Services including accounts, records and other relevant documents in such format and with such frequency as the shall Council reasonably require to discharge its obligations to the Office of the Deputy Prime Minister as a
condition of the financial assistance that it is providing to the Council in respect of its Landlord Accreditation Scheme.

9  CONTRACTUAL RELATIONSHIP

9.1 The Lettings Agent is not an employee or an agent of the Council. Neither the Lettings Agent nor its employees or agents shall in any circumstances hold themselves out as being the employee or agent of the Council and they are not authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation.

9.2 The Lettings Agent is responsible for all acts and omissions of its employees and agents and the Council is not responsible, and cannot be held liable, for any act or omission of any person engaged by the Lettings Agent in relation to the Services provided under this Contract.

9.3 The Lettings Agent is responsible for the payment of all taxes, National Insurance contributions, and levies of any kind which it is obliged by law to pay. The Lettings Agent is also responsible for the payment of all fees/wages, income taxes, National Insurance contributions, and levies of any kind, relating to or arising out of the engagement of any person employed or contracted by the Lettings Agent in relation to the provision of Services under this Contract.

10  PERFORMANCE DEFAULT

10.1 Without prejudice to the Council’s right to terminate the Contract in accordance with this Contract and without prejudice to any other claim or remedy the Council may have against the Lettings Agent, the Council may issue the Lettings Agent with a written notice (a "Default Notice") in the event that the Lettings Agent:

(a) fails in the opinion of the Authorised Officer to provide the Services or any part of the Services;

(b) fails to provide any part of the Services to a standard acceptable to the Authorised Officer; or

(c) is in breach of any of the Conditions of this Contract.

10.2 A Default Notice issued in accordance with Condition 10.1 shall detail the breach, the remedy (if any) and a period within which to comply.

10.3 If the Lettings Agent fails to comply with a Default Notice or if the breach is incapable of remedy, the Lettings Agent shall indemnify the Council in respect of such sums as reflect the actual loss to the Council arising out of the breach.

10.4 If the Lettings Agent complies with a Default Notice to the satisfaction of the Council the Lettings Agent may be charged the Council’s costs arising out of the breach.
10.5 If the Lettings Agent is issued with three Default Notices during the Contract Period, this shall be deemed a persistent breach of Contract giving the Council the right to terminate the Contract in accordance with Condition 19.

11 DISPUTE RESOLUTION

11.1 In the event of a disagreement or dispute between the parties in relation to the Services being provided or in relation to the interpretation of this Contract, the parties shall, in the first instance, endeavour to resolve the disagreement or dispute themselves (or through their representatives).

11.2 In the event of a failure to reach agreement in accordance with Condition 11.1 then the matter shall be referred to any mediation or conciliation procedure either within the Council or by reference to a third independent party agreed by the parties or failing agreement, appointed by the Authorised Officer. Any such mediation or conciliation shall not be binding on the parties. Where is it expressly stated in this Contract that the opinion or decision of the Authorised Officer shall be final and binding such opinion or decision shall not be mediated.

11.3 If such dispute or difference is not resolved within 21 (twenty one) days of the dispute being referred to mediation or conciliation under condition 11.2 above then such dispute or difference shall if so agreed by the parties be referred to an arbitrator agreed between the parties or in default of such agreement to be nominated by the President of the Chartered Institute of Arbitrators and such a referral to arbitration shall be deemed to be a referral in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment thereof for the time being in force. Where is it expressly stated in this Contract that the opinion or decision of the Authorised Officer shall be final and binding such opinion or decision shall not be arbitrated.

11.4 The costs of mediation, conciliation and/or the appointment of the arbitrator shall be shared equally between the parties and the arbitrator shall determine which party shall pay any costs subsequently incurred.

12 PROFESSIONAL NEGLIGENCE INDEMNITY AND PUBLIC LIABILITY INSURANCE

12.1 The Lettings Agent shall maintain an insurance policy against the risk of professional negligence on the part of the Lettings Agent and persons engaged by it to the sum of one million pounds sterling (£1,000,000.00). The Lettings Agent shall supply to the Council upon request a copy of its policy or a certificate from its insurers or brokers confirming its policy.

12.2 The Lettings Agent shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect of, or arising out of, the provision of the Services in relation to the injury to, or death of, any person, or loss of, or damage to, any property including property belonging to the Council. This does not apply to the extent that such injury, death, loss or damage arises out of the act, default, or negligence of the Council, its employees, or agents.
12.3 The Lettings Agent shall maintain an insurance policy against its liabilities under Condition 13.1 to the sum of two million pounds sterling (£2,000,000.00). For any one occurrence or series of occurrences arising out of any one event. The Lettings Agent shall supply to the Council upon request a copy of its policy or a certificate from its insurers or brokers confirming its policy.

13 INDEMNITY BY THE COUNCIL

13.1 The Council shall indemnify the Lettings Agent against actions, claims, demands, proceedings, damages and costs in respect of the provision of the Services in relation to the injury to, or death of, any person only to the extent that it arises out of the act, default, or negligence of the Council, its employees, or agents.

14 EQUAL OPPORTUNITIES

14.1 During the term of the Contract the Lettings Agent shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975, the Equal Pay Act 1970 and the Disability Discrimination Act 1995 together with all appropriate amendments, regulations and Codes of Practice ("Equalities Provisions") and shall take all reasonable steps to ensure that all servants, employees or agents of the Lettings Agent and all sub-contractors employed in the execution of the Contract do not unlawfully discriminate within the meaning and scope of the Equalities Provisions. This condition shall not in any way relieve the Lettings Agent of its general obligations to comply with any legislative requirements as provided in Conditions 6.1 and 21.1.

14.2 During the term of the Contract the Lettings Agent shall take all reasonable steps to eliminate unlawful discrimination, promote equality of opportunity and good race relations between persons of different racial groups within the meaning and the scope of the provisions of the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, the Commission for Racial Equality's Statutory Code of Practice on the Duty to Promote Racial Equality (published May 2002), together with all appropriate amendments, regulations and Codes of Practice ("Provisions") both as the Provisions apply to treatment of the Lettings Agent's workforce and the delivery of the Services to the wider community, and shall take all reasonable steps to ensure that all servants, employees or Lettings Agents of the Lettings Agent and all sub-contractors employed in the execution of the Contract take reasonable steps to eliminate unlawful discrimination, promote equality of opportunity and good race relations between persons of different racial groups within the meaning and scope of the Provisions. This condition shall not in any way relieve the Lettings Agent of its general obligations to comply with any legislative requirements as provided in Conditions 6.1 and 21.1.

14.3 For the purposes of Conditions 14.4 and 14.5 below the term "Lettings Agent" shall include the Lettings Agent's agents, servants, employees or sub-contractors employed in the execution of the Contract.
14.4 If a complaint is made about the acts or omissions of the Lettings Agent in relation to the Equalities Provisions or the Provisions, the Lettings Agent may be the subject of an investigation by the Council. During the course of such an investigation the Lettings Agent shall make all documents the Council considers to be relevant to the investigation available and co-operate with the investigation. If any breach of the Council’s duties under the Equalities Provisions and/or the Provisions is found to have occurred due to the acts or omissions of the Lettings Agent, the Lettings Agent shall indemnify the Council in respect of any loss, damage and/or compensation, fines and costs (including but not limited to legal costs and expenses) which may be suffered by or imposed on the Council by any Court, tribunal or Ombudsman.

14.5 If requested to do so by the Council the Lettings Agent shall co-operate with the Council at the Lettings Agent’s expense in connection with any legal proceedings, ombudsman enquiries, arbitration or Court proceedings in which the Council may become involved arising from any breach of the Council’s duties under the Equalities Provisions and/or the Provisions due to the alleged acts or omissions of the Lettings Agent.

15 **CORRUPTION**

15.1 The Council shall be entitled to terminate this Contract or any other contract if the Lettings Agent shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or having forborne to do any action in relation to the obtaining or execution of this or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Council, or if the like acts shall have been done by any person employed by the Lettings Agent or acting on their behalf (whether with or without the knowledge of the Lettings Agent), or in relation to this or any other contract with the Council the Lettings Agent or any other person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or, shall have given any fee or reward the receipt of which is an offence under subsection (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof.

16 **DATA PROTECTION**

16.1 For purposes of this section 16 the following words and expressions shall have the following meanings unless the context otherwise requires:

(a) "Act" means the Data Protection Act 1998;
(b) "Data Controller" shall have the meaning attributed to it in the Act;
(c) "Personal Data" means any personal data as defined in the Act, processed by the Lettings Agent on behalf of the Council in providing the Services; and
(d) "Processing" has the meaning attributed to it in the Act and "process" and "processed" shall be construed accordingly).
16.2 The Lettings Agent shall comply and continue to comply with each of the provisions of the Act as if it were a Data Controller including without limitation to the data protection principles set out in Schedule 1 to the Act and shall ensure that its Lettings Agents and employees are trained in and comply with the data protection principles set down in the Act in their performance of the Services under this Contract.

16.3 The Lettings Agent will carry out all Processing in compliance with the requirements of the Act.

16.4 Any Personal Data given to or required to be collected and kept by the Lettings Agent in the provision of the Services:

(a) is given to or collected and kept by the Lettings Agent solely for the purposes of enabling the Lettings Agent to perform the Services of this Contract and for no other purposes and shall not be Processed, used or disclosed for any other purposes;

(b) shall not be altered or amended by the Lettings Agent other than as required by this Contract; and

(c) shall be the property of the Council. It shall not be copied by the Lettings Agent and shall be returned to the Council upon expiration or earlier termination of the Contract.

16.5 The Lettings Agent confirms that it has in place, and will at all times maintain, appropriate technical and organisational security measures governing Processing of Personal Data on behalf of the Council in accordance with the requirements of the seventh data protection principle of the Act.

16.6 The Lettings Agent shall at the request of the Council meet with the Authorised Officer to discuss the Processing, the state of technological development and the best methods by which Personal Data may be kept secure, up to date, and assessed for relevance, accuracy and adequacy and to plan for the implementation of any new security procedures relating to Processing of Personal Data on behalf of the Council.

16.7 The Lettings Agent shall take all reasonable steps to ensure the reliability of any of its Lettings Agents, employees and servants who have access to the Personal Data Processed on behalf of the Council.

16.8 The Lettings Agent shall notify the Authorised Officer immediately of any notice of non-compliance, or request for information under the Act and shall co-operate fully and promptly and provide the Council with all reasonable assistance in dealing with any such notice or request.

16.9 The Lettings Agent shall not under any circumstances, transfer any of the Personal Data that it Processes on behalf of the Council to any country outside the European Economic Area without the prior written consent of the Authorised Officer, which may be withheld at his or her absolute discretion.
16.10 On termination of this Contract for any reason, the Lettings Agent shall immediately cease all Processing of the Personal Data on behalf of the Council and shall return to the Council in a format specified by the Authorised Officer, or destroy, as the Council may request at its discretion, all Personal Data Processed by it on behalf of the Council.

16.11 The Lettings Agent shall fully indemnify the Council, its employees against the cost of dealing with any claims made in respect of any information subject to the Act, which claims would not have arisen but for some act, omission or negligence on the part of the Lettings Agent, its sub-contractors, agents or staff.

17 CONFIDENTIALITY

17.1 Neither party shall, without the prior written consent of the other, publish or disclose to any person, or permit any such disclosure by any of its agents, servants, employees or sub-contractors employed in the execution of the Contract, any confidential information received by it in relation to the Services being provided or the party's business generally which shall include but shall not be limited to the mechanics and operation of, and all documents relating to the Council's Landlord Accreditation Scheme.

17.2 The Lettings Agent shall ensure that all persons engaged by it in relation to the provision of Services including, but without limitation to, any of the Lettings Agent's Lettings Agents, servants, employees or sub-contractors are notified of the requirement to keep confidential any documents or information relating to the provision of the Services or to the Council's business generally.

18 TERMINATION

18.1 If either of the parties commits a fundamental breach of its obligations under this Contract, then the other party may, without prejudice to any accrued rights or remedies, terminate this Contract by notice in writing having immediate effect.

18.2 The Council may terminate this Contract by notice in writing having immediate effect, without prejudice to any accrued rights or remedies, if any one or more of the following occurs:

(a) the Lettings Agent commits a persistent breach of any of its obligations under the Contract. A persistent breach is deemed to occur after the Authorised Officer has issued three Default Notices to the Lettings Agent regarding the Lettings Agent's performance, deficient performance, or failure to perform the Services as required under this Contract;

(b) an event described in Condition 15.1 (Corruption);

(c) the Lettings Agent becomes bankrupt or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
(d) the Lettings Agent has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed;

(e) the Lettings Agent has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;

(f) the Lettings Agent has possession taken, by or on behalf of the holder of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge; or

(g) the Lettings Agent is in circumstances that entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver or which entitle the Court to make a winding-up order.

18.3 If the Contract is terminated by the Council under condition 18.1 or 18.2, the Council shall be entitled to engage any other person to provide the Services.

18.4 The rights of the Council under condition 18.3 are in addition to, and without prejudice to, any other rights that the Council may have.

18.5 In addition and without prejudice to Condition 18.3 if the Council terminates the Contract in accordance with Condition 18.2 the Lettings Agent shall fully indemnify the Council in respect of any loss or damage suffered as a consequence of termination.

19 RECOVERY OF SUMS DUE

19.1 Wherever under this Contract any sum of money is recoverable from or payable by the Lettings Agent to the Council, that sum may be deducted from any sum then due, or which at a later time may become due to the Lettings Agent under this Contract or any other Contract which the Lettings Agent has with the Council.

20 ASSIGNMENT AND SUB-CONTRACTING

20.1 The Lettings Agent must not assign, sub-contract, or delegate any of its duties in whole or in part under this Contract without the prior written consent of the Council, which may be given or withheld in the Council's reasonable discretion and subject to any conditions which the Council sees fit.

20.2 In the event that the Council agrees to any part of the Services being sub-contracted, the Lettings Agent shall ensure that the Lettings Agent enters into a legally binding contract with the sub-contractor in a form approved in writing by the Authorised Officer prior to the commencement of that sub-contract.

20.3 Nothing in this Condition 20 shall alleviate the Lettings Agent of its obligations under this Contract. The Lettings Agent shall be ultimately responsible for the provision of the Services.
21 **STATUTORY AND OTHER REGULATIONS**

21.1 The Lettings Agent shall at its own expense comply with all statutory and other provisions to be performed and observed in connection with the Services and the business of the Lettings Agent, and shall indemnify the Council against any claims, actions, proceedings, loss, liability, penalties, costs or expense made or incurred as a result of any failure to comply.

22 **COPYRIGHT**

22.1 Copyright in the Contract Documents shall vest solely in the Council but the Lettings Agent may obtain or make at its own expense any further copies required by the Lettings Agent in undertaking the Services.

23 **ILLEGALITY**

23.1 If any provision or term of the Contract or any part of it shall become unenforceable for any reason whatsoever, including but without limitation by reason of the provisions of any legislation, Regulation, Order, Direction of the Secretary of State or other provision having the force of law or by reason of any decision of any Court of competent jurisdiction, the validity and enforceability of the remainder of this Contract shall not be affected thereby and shall remain in full force and effect. Where any such provision or decision substantially affects or alters the ability of either of the parties to comply fully with its contractual obligations the parties shall negotiate in good faith to amend and modify the provisions and terms of the Contract as may be necessary or desirable in the circumstances.

24 **FORCE MAJEURE**

24.1 Neither party to this Contract shall be liable to the other nor held in breach of the Contract if either party is prevented, hindered or delayed in the performance of its obligations under the Contract by any act of God, war, riot, civil commotion, explosion, fire, radiation, accident, government action, interruption in the supply of power, labour dispute, epidemic or other circumstances beyond the control of the parties which prevents a party from, or hinders or delays a party in, performing its obligations under this Contract (and which the application of due diligence and foresight could not have prevented).

24.2 If due to any of the circumstances listed in Condition 24.1 either party is prevented, hindered or delayed in the performance of their obligations in accordance with the Contract that party shall as soon as reasonable practicable notify the other in writing of such prevention, hindrance or delay and the reasons therefor whereupon the operation of the Contract shall be suspended. The Council shall not be liable to make payment to the Lettings Agent during such suspension.

24.3 The suspension of the operation of the Contract shall continue during the period (and only during the period) that such prevention, hindrance or delay due to the
circumstances listed in Condition 24.1 continues. Upon those circumstances ceasing
to prevent, hinder or delay the performance of the obligations of the party relying
upon it that party shall give written notice to the other party of this fact.

24.4 If either party is prevented from performing their obligations due to any of the
circumstances listed in Condition 24.1 for longer than one month either party may
immediately terminate the Contract upon service of one month's written notice to
the other party.

25 WAIVER

25.1 Failure by the Council at any time to enforce the provisions of this Contract or to
require performance by the Lettings Agent of any of the provisions of the Contract
shall not affect the validity of the Contract or any part thereof or the right of the
Council to enforce any provision in accordance with its terms.

26 VARIATION

26.1 The Council and the Lettings Agent may at any point during the continuance of the
Contract Period agree in writing to vary the terms and conditions of this Contract.

27 NOTICES

27.1 All notices shall be in writing and shall be delivered by hand or sent by first class
post or by facsimile to the address of the party as stated above (which address may
itself be amended by notice in accordance with this Condition). Notices sent by
post shall be deemed to have been received by the addressee within 48 hours of
posting (excluding weekends and public holidays). Notices sent by facsimile during
normal business hours shall be deemed to have been received on the date of
despatch (or on the next working day if sent after normal business hours). All
facsimile notices shall be confirmed by post.

28 CONTRACTS (RIGHTS OF THIRD PARTIES)

28.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract
and no person who is not a party to this Contract shall be entitled to enforce any of
the provisions of the Contract pursuant to that Act.

IN WITNESS of which the parties have executed this Contract as a Deed the day and
year first before written
the Seal of THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF HARINGEY was affixed by order in the presence of:

Principal Lawyer

EXECUTED AS A DEED by the Partners of ADAM & STYLES by affixing hereunto its common seal in the presence of:

Partner

Partner

(Prodromos Adamou)

(Christos Stylianou)
SCHEDULE I

SERVICE SPECIFICATION

1 Introduction:

1.1 This service specification describes the Services to be provided and also includes the Council’s responsibilities.

1.2 Nothing contained in this Service Specification absolves the Lettings Agent from meeting the standards required by any legislative requirement.

1.3 All definitions and references to “Regulations”, “legislation” and “Guidelines” are those required to be observed and will in all cases be related to the Services to be provided.

1.4 The Lettings Agent shall maintain the standards set by the Council without serious concerns outstanding. Where it becomes known to the Authorised Officer shall decide if the concerns are sufficiently significant to instigate a review of the existing service.

1.5 The Council reserves the right to issue modification instructions in respect of the Service Specification to include additional services or to omit services or to generally vary the elements of services to be provided.

2 Objectives and Purpose of Services

2.1 Tasks/responsibilities of the Lettings Agent

- To supply the Council with a selection of landlords and properties within their market area, which meet the both the physical and management entry criteria for the Council’s Landlord Accreditation Scheme (“the Scheme”).

- To publicise the Scheme on behalf of the Council to potential landlords and highlight the incentives and conditions of the Rent Deposit, Landlord Bond and pilot scheme.

- To set up a standard Assured Shorthold Tenancy Agreement (AST) which is to the satisfaction of the Authorised Officer and contains provisions reflecting the details of the Accreditation Scheme Tenants Charter as outlined in section 2.8 below as a minimum for use in relation to tenancies for a fixed period of one year.

- To act as a liaison between landlords, tenants and Project Leaders.

- To attend the quarterly Steering Group meetings during the pilot period.

- To ensure the Council’s equal opportunities policy is followed during the procurement of properties.
• To ensure that landlords are aware of all relevant housing legislation which relates to the private rented sector and also inform the landlord of their obligations on repairs and maintenance.

• To provide both tenants and landlords with a professional service in line with the service standards recommended by the National Approved Letting Scheme (NALS)

• To follow the procedure guidelines for the ‘Procurement Procedure for the Accreditation Scheme’ as agreed at the Stakeholder Steering Group Meetings (a copy of which is outlined at section 2.3 of this Service Specification).

2.2 Property Criteria

The properties must as a minimum meet the One Star or Two Star rating criteria, which set standards required of the property (physical) and of the management of it and which are detailed below.

One Star Rating (Basic Standard)

Physical:

All properties must:

• comply with the Housing Fitness Standards;
• be in a satisfactory state of repair and cleanliness;
• have adequate personal washing and sanitary amenities;
• have adequate food preparation facilities;
• have the appropriate number of smoke alarms and fire-blankets. Furniture must comply with the Furniture and Furnishings (Fire) (Safety Regulations 1988);
• have certified checks on gas and electric supplies and equipment;
• have energy efficient appliances;
• have adequate room sizes; and
• have adequate security measures.

Management:

Landlords and/or agents must demonstrate a commitment to and an understanding the importance of:

• equal opportunities;
• the management of deposits;
• inventories;
• the provision of operating instructions for appliances and alarms;
• adequate insurance cover;
• good repairs response times;
• proper tenancy agreements; and
• following the correct procedures for setting up and tenancy termination.
Landlords must also have:

- a sound management record;
- no convictions for harassment or illegal eviction;
- no outstanding debts to the council on the property;
- no outstanding statutory enforcement action; and
- no record of housing benefit fraud.

**Two Star Rating (Higher Standard)**

The Properties Landlord must comply with all of the criteria listed in the one star rating above and the following criteria:

- accurate inventory;
- provisions of operating instructions for appliances, burglar alarms etc;
- planned cyclical maintenance system;
- adequate insurance cover;
- attendance at landlord training programmes;
- evidence of accurate rent account and financial management accounts;
- a minimum of two years on the one star accreditation scheme; and
- they must have been a Landlord Accreditation Scheme Steering Group Member for at least one year.

2.3 **Rent Deposits and Landlord Bonds**

2.3.1 **Application**

The Rent Deposits and Landlord Bonds shall be applied by the Letting Agent's upon behalf of the Council in accordance with sections 2.4.1 and 2.4.2 of this Service Specification upon receipt of the written instruction the Council's Housing Advice Service which shall only be issued upon the successful conclusion of the following process:

(a) Using the Property criteria, Letting Agents will procure suitable properties, details of which will be faxed to the Housing Advice Service.

(b) Using the Tenant criteria the Housing Advice Service will establish a database of suitable tenants. The Housing Advice Service will endeavour to match the properties with the prospective tenants.

(c) Prospective tenants will then be sent by the Housing Advice Service to the Letting Agents to arrange viewing of the procured properties.

(d) If after viewing the property both the prospective tenant and landlord are agreeable to entering into an Assured Shorthold Tenancy agreement in respect of the relevant procured property a Pre-Tenancy Determination form (P.T.D.) will completed, signed by both parties and faxed to the
Council’s Rent Service. (The Council's Rent Service will take no longer than 3 working days to respond to the P.T.D).

(e) The P.T.D. will then be returned by the Council’s Rent Service and the rent and tenancy commencement date for the tenancy will then be agreed by the Letting Agent, tenant and the Council's Housing Advice Service Case Worker. The tenant will then return with the Council's Housing Advice Service Case Worker to the Housing Advice Service with the Assured Shorthold Tenancy agreement and P.T.D and a Housing Benefits form will be completed.

(f) The Council’s Housing Advice Service will then confirm with Letting Agents that Housing Benefit form has been completed and accepted for processing.

(g) The Lettings Agent will then send a detailed statement to the Council's Housing Advice Service. That statement must include the Letting Agents name, reference number for the respective tenancy, the address of relevant accredited property and the name of the tenant(s).

(g) The tenant(s) will return to the Lettings Agent to collect keys and tenancy the tenancy will commence on the commencement date stated in the Assured Shorthold Tenancy Agreement.

2.4 Financial details

2.4.1 Landlord Bonds

The Landlord Bond will be placed in the Letting Agents Client Account for the relevant landlord up (maximum of £1,500). At the end of the Assured Shorthold Tenancy fixed term period the landlord will be issued with £1000.00 of that bond. If the landlord agrees to continue the Assured Shorthold Tenancy with a second fixed 12 month term they will be issued with the remaining £500.00.

The Landlord Bond will be released by the Letting Agents if the landlord's intention is to seek lawful possession of the property and requires the bond to pay for legal fees. The bond can also be used for rental voids if the property becomes vacant if a tenant(s) have abandoned the property and surrendered the fixed term tenancy.

2.4.2 Rent Deposit

The Lettings Agent shall ensure that the Rent Deposit and rent (the rent being four weeks rent payable in advance as calculated in accordance with the relevant Assured Shorthold Tenancy Agreement) is placed in the Letting Agent’s client account for the relevant landlord the Rent Deposit to be used in accordance with the conditions of the relevant Assured Shorthold Tenancy Agreement and the Accreditation Scheme Tenants Charter as outlined in section 2.5 below.
2.5 The Accreditation Scheme Tenants Charter

General Conduct

The Lettings Agent shall ensure that all tenants:

- read and understand the AST;
- abide by all the terms and conditions in the tenancy agreement;
- conduct their relationship with their landlord, his agent, contractors, accreditation scheme project leaders and fellow tenants courteously throughout the tenancy;
- behave in a 'tenant like manner' by carrying out day to day maintenance and not causing damage to the property;
- inform the appointed Housing Benefit Liaison Officer of any change of circumstances that may affect their housing benefit claim within four weeks of the change;

Commencement of Tenancy

The Lettings Agent shall use all reasonable endeavours to ensure that the tenants:

- provides any references that might be required by the landlord/Lettings Agent are, which must be to the best of their belief authentic;
- provides all relevant information has been supplied to the housing benefit liaison officer that will assist a tenants claim;
- contacts utilities companies to register supplies in their name;
- registers with the Haringey Council's Council Tax Service or where appropriate provide exemption certificates;
- inspects the dwelling with reference to the inventory and informs the landlord/Lettings Agent in writing of any damage, defects or inaccuracies. Inventories should be signed by all parties.

During the Tenancy

The Lettings Agents shall all reasonable endeavours to ensure that tenants:

- behave in a reasonable manner and not to cause a nuisance to their neighbours;
- do not create excessive noise which causes a nuisance to their neighbours, having regard to the time a location of sensitive areas within neighbouring premises;
- allow the landlord/Lettings Agent to discharge their duties; and
- pay any remaining rent that is not covered by the housing benefit and inform the landlord/Lettings Agent or Accreditation Team Project Leaders in advance of any payment difficulties.

The Council shall use all reasonable endeavours to ensure that it is properly authorised to discuss tenants' housing benefit with the Lettings Agents and/or landlords.
Looking after their letting

The Letting Agent shall use all reasonable endeavours to ensure tenants:

- on receipt of reasonable notice, normally 24 hours minimum, provide the landlord/Lettings Agent or any person acting on their behalf access to the dwelling in order to carry out an inspection or make repairs;
- maintain the dwelling in a clean and tidy condition especially the kitchen and bathroom;
- replace spent light bulbs;
- keep external drainage gullies free from debris; and
- promptly inform the landlord/agent of defects.

Visual Appearance

- The Lettings Agent shall ensure tenants keep gardens/yards free from refuse and in a tidy condition.

Health & Safety

The Lettings Agent shall ensure tenants use any and all gas and electrical appliances only in a manner for which they were designed.

Fire Safety

The Lettings Agent shall use all reasonable endeavours to ensure tenants:

- follow instructions for fire safety;
- keep Fire Doors closed and not wedged open;
- do not obstruct any stairways, landings and passageways which provide a route of escape in case of fire;
- do not interfere with any appliances or equipment provided for fire safety;
- take all necessary precautions with cooking equipment and naked flames e.g. candles, T-lights, gas hobs and not to leave them unattended; and
- do not to use or bring into the premises any portable gas or paraffin heaters.

Alarms

The Lettings Agent shall ensure that where a burglar alarm is provided, tenants provide key holders details upon request to the police and local authority.

Refuse

The Lettings Agent shall tenants store refuse in a proper hygienic way and put out for collection on the day and in the manner required by the waste collection service.

At the end of the tenancy
The Lettings Agent shall use all reasonable endeavours to ensure tenants:

- give the required notice as required by the AST;
- return all keys on the termination of the tenancy;
- settle all outstanding accounts on termination of the tenancy;
- leave the dwelling in a reasonable clean condition on vacation of the dwelling and remove their belongings;
- leave the dwelling in no worse condition having regard to fair wear and tear as at commencement of the tenancy;
- are present at the check-out inspection unless otherwise agreed; and
- make suitable arrangements for the forwarding of mail.

Tenancy Disputes

The Letting Agent shall ensure tenants deal with disputes promptly and reasonably and recognise the authority of the Haringey Landlord Accreditation Scheme Operators Control Panel in such disputes.

3 Health and Safety at Work

3.1 The Lettings Agent shall comply with the requirement of the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other acts pertaining to the health and safety of persons.

4 Contracts Compliance and Quality Monitoring

4.1 The Lettings Agent is to be responsible for ensuring consistent compliance with the standards contained within this Service Specification and must have satisfactory systems for documenting, monitoring and ensuring such compliance.

4.2 The Lettings Agent shall be responsible for notifying the Authorised Officer promptly and in writing of any failure to apply the standards contained within this Service Specification, together with any action being taken to rectify this situation within 24 hours.

5 The Lettings Agent's Quality Assurance

5.1 The Lettings Agent shall ensure that they

- Do not engage in behaviour or activities that are contrary to the Council's interests.
- Do not accept or solicit any gratuity, tip or other benefit or reward.

5.2 The Lettings Agent shall operate a Quality Assurance System, which monitors service delivery and performance against this Service Specification. This system shall include:
➤ Standard setting;
➤ Management and review processes;
➤ A system for measuring service outcomes in order to ensure that policy objectives are being met and the required service quality is maintained;
➤ Complaints procedure;
➤ Confidentiality policy.

6 The Lettings Agent’s Policies and Procedures

6.1 The Lettings Agent shall have written policies, procedures, guidelines and/or clear statements which are known to all their personnel which should be acceptable to the Council including but not limited to the following:

➤ Equal opportunity policy;
➤ Confidentiality;
➤ Risk Management;
➤ Complaints Procedure;
➤ Service Monitoring/Lettings Agent’s Quality Assurance Programme.

7 Monitoring Arrangements

7.1 The monitoring arrangements between the Council and the Lettings Agent will involve meetings to which the following apply:

(a) Quarterly reviews of the Contract conducted by the Authorised Officer, which will include quality monitoring. Discussions may include the statutory reports, complaints and compliance with practice standards and invoicing accuracy.

(b) The Lettings Agent will ensure that these meetings discuss the progress of the Services. Minutes must be compiled and made available within one week of the meeting being held.

7.2 Any complaints received by the Lettings Agent or the Council will be reported to the other party straightaway, and discussed and resolved as soon as practicable. In the meantime an acknowledgement letter will be sent to the complainant and if necessary the Council’s complaints procedure will be implemented.

7.3 Any positive feedback will also be shared.
SCHEDULE 2

AUTHORISED OFFICERS' DETAILS

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SCHEDULE 3
PRE-TENANCY DETERMINATION FORM