

# Dear Deirdre

## Mould Miseries

**Q.** I am a landlord and recently granted an Assured Shorthold tenancy for 6 months. The tenant has given me a letter demanding that I sort out the condensation problem in the house. This is a long standing problem which dates back to the construction of the house in the 1960s. It is not my fault and can only be solved by virtually rebuilding the place! Am I liable?

**A.** The tenancy is covered by Section 11 of the Landlord and Tenant Act 1988 and you also have an obligation to ensure that the property is 'fit for human habitation' as defined in the Housing Act 1985, therefore you have responsibility for repairs to the fabric of the building. If the condensation is not caused by disrepair you may not be directly liable to rectify the problem. However, if the condensation has caused damage to the fabric of the property you may be liable for this. Severe condensation may result in mould growth on the walls, windows or ceilings, which is accepted as being detrimental to health. In this case you should arrange access to the property to remove the mould and the use of a preparatory mould inhibitor is recommended. Inadequate ventilation in a bathroom or kitchen may need to be rectified by having a fan or openable window fitted to provide enough air changes per hour. These works could be enforced by the Council if necessary.

## Re-Possession

**Q.** I let my flat to a tenant under an Assured Shorthold Tenancy which has now expired. The tenant shows no sign of leaving voluntarily. How can I regain possession?

**A.** Where a landlord wishes to end a fixed term Assured Shorthold Tenancy, a Section 21 Housing Act 1988 notice must be served on the tenant. A Section 21 notice must be in writing and although no prescribed format is required, it must give a minimum of 2 months notice from the date on which it is served and given to the tenant. It cannot be backdated. In the case of a fixed term Assured Shorthold Tenancy agreement, the Section 21 notice cannot require a tenant to leave the property before the end of the fixed term tenancy period (unless relevant grounds existed, for example, rent arrears or damage to the property).

Once the notice time period expires and if the tenant is still in occupation, you must apply, as landlord, to the County Court for a Possession Order. If a Possession Order is granted and if the tenant has not left voluntarily, then you must seek a Warrant of Possession from the Court, which requires execution by the Court.

*(We would always advise a landlord to seek advice either from the Council or from a solicitor prior to seeking possession or ending a tenancy. To get advice, you can contact Council staff on 01274 433531-Bradford area, or 01535 618049-Shipley/Keighley area. We're always happy to help)*

# Benefits column

## The Rent Service

The Benefits Service has to pass most Housing Benefit claims from private tenants to the Rent Service to decide whether the rent is reasonable.

The Rent Service decides whether the rent is reasonable by reference to the amount charged, the size of the accommodation, rents charged on other suitable accommodation and average rents in the locality.

It is important to note that the number of occupants is also taken into account. The Rent Service can only quote an eligible rent for Housing Benefit purposes that represents a property suitable for the number of occupants, according to age and family circumstances. If there are too many rooms (see number of rooms allowed below) the Rent Service will decide what the rent would be for a similar property of the right number of rooms. The rules are strict and the Rent Service is unable to alter them.

The number of rooms allowed:

One bedroom for each of the following, counting each person once only, in the first group they come in to:

- A married or unmarried couple who live together as husband wife.
- Someone who is 16 or over
- Two children of the same gender
- Two children who are younger than 10
- A child (a 'child' is someone under 16)

Tenants are also allowed:

one living room if there are up to 3 people living the residence  
two living rooms if 4,5 or 6 people are living in the residence  
three living rooms if there are more than 6 people living in the residence.

## Children

Children are only taken in to account in the home where they normally live. They are not counted in a home where they visit even on a regular basis.

Full details about the Rent Service can be found in the Rent Service leaflet (Rent Officer & Housing Benefits), or on our website at [www.bradford.gov.uk/benefits-service](http://www.bradford.gov.uk/benefits-service). If you need details of the maximum rent allowable for Housing Benefit purposes these can be obtained before the tenant takes up a tenancy. The tenant needs to apply for a Pre-Tenancy Agreement. The application form and further details can be found at our website at [www.bradford.gov.uk/benefits-service](http://www.bradford.gov.uk/benefits-service).

## Bdirect

The city centre Benefits Service customer enquiry office has now moved to a new office at bdirect, Centenary Court, Bradford between the Midland Hotel and Forster Square Station. The old enquiry office at Britannia House is now closed.

### Contact Details

bdirect, Centenary Court, 1 St. Blaise Way, Forster Square, Bradford, BD1 4DB

For information about Housing & Council Tax Benefits phone 01274 432772

Please note that all Housing Benefit post and correspondence should still be sent to Britannia House, Hall Ings, Bradford, BD1 1HX

### Opening Hours

bdirect : Monday – Friday from 8.30am to 5.00pm

# Let's Talk

[www.bradford.gov.uk](http://www.bradford.gov.uk)

## Best BD Homes - Grants for Accredited Properties

There's some very good news for landlords of accredited properties this Autumn. All properties that sign up to the Silver Code will be eligible for free security works, including extra door and window locks. The improvements are worth over £100 for the average property.

The SPEED scheme has already been running very successfully in Bradford for several years. Almost all properties have remained secure once the works have been completed. Grants will be funded equally by both the Home Office and Bradford Council.

The Silver Code will be launched this Autumn at the Landlords Forum.

For further details ring Adam Varley on 01274 437148.

## Best BD Homes – From Strength to Strength.

Best BD Homes is growing all the time. We now have over 110 properties included in the scheme, and we are developing new incentives for landlords of accredited properties all the time-SPEED grants for example. For application forms and more information on the scheme, please ring the information line - 01274 438888.



## Homehunter Goes Down a Treat

One of the benefits for accrediting your properties is free advertising on the Homehunter website. Properties are advertised alongside Housing Association and BCHA properties and the public have access to the database via the internet, a hotline and at special internet access points in public buildings.

Homehunter is a great success and fantastic for accredited properties-the landlords that have used this service have been very pleased with it.

Robert Brown, a Bradford Landlord said, "I had six enquiries for one accredited property, so there would be no problem letting properties with this scheme. I had good feedback from all over the country".

Why not check out the website: [www.bradfordhomehunter.co.uk](http://www.bradfordhomehunter.co.uk).

## Landlords Forum

The next Landlords Forum will be held at The Carlisle Business Centre, 60 Carlisle Road, Manningham BD8, on Thursday 23rd October 2003 at 2pm. Everyone welcome!



**BRADFORD**  
one landscape many views



## LET'S TALK

# House in Disrepair - A case study

In early December 2002 a tenant rang Private Sector Housing complaining of severe disrepair in her two-bedroom terrace house.

The next day an Environmental Health Officer (EHO) visited the house to look at the problems the tenant was having. After a full house inspection, the EHO decided that the house was unfit under the Housing Act 1985, as there were insufficient electrical sockets in the kitchen, the kitchen work top was severely damaged, worn and could not be properly cleaned and the cooker was dangerously positioned right behind the kitchen door. In the living room the windows couldn't be opened, the door to the staircase was hanging off its hinges and the light switch was cracked. Upstairs in the small bedroom, part of the ceiling had collapsed due to water from the leaking roof and the door could not be properly closed. In the other bedroom the light fitting was broken, floorboards were missing and an electrical socket was cracked, showing live wires.

Outside, there were missing roof tiles, the gutters were leaking and coming away from the wall and the rainwater pipe was badly cracked.

Before the EHO left, she found out the landlord's name and address from the tenant.

Back at the office, the EHO wrote an 'Intention to issue a Notice' letter which included all the defects and how to put things right. She sent it to the landlord requesting he contact her within 14 days to discuss the repairs and a time for completing the work.

The landlord telephoned the department a few days later and told the Officer that he would carry out the repairs within 4 weeks. This was reasonable, so the time scale was agreed.

Almost four weeks had passed when the landlord called the EHO, explaining that he was unable to complete all the work due to problems getting access to the roof. She arranged to meet him at the property to discuss this and to check on progress with the other repairs. She then



telephoned the tenant to make sure that this arrangement was all right with her.

Once at the house it was clear to the EHO that a little longer was needed to replace the missing roof tiles and to replace the broken gutter, so a two week extension was given to finish the work. The landlord was asked to let the EHO know when everything had been done.

The Officer also checked the other repairs and improvements with both the landlord and tenant and found that they had been completed to her satisfaction.

After two weeks, the landlord rang the Officer saying that the roof had been repaired and a new gutter fixed.

A final inspection of the house was done - the house now complied with the requirements of the Housing Act and was fit for human habitation once more.

In this case, the tenant, landlord and EHO all worked together to make improvements to the tenants' living conditions. Everyone benefited because the house was a more valuable investment for the landlord, the Officer maintained a good working relationship with both parties (formal action was avoided) and the tenant could at last make a lovely cup of tea!

## House in Multiple Occupation (HMO) Team

### What is a House in Multiple Occupation?

A House in Multiple Occupation (HMO) is a property, which is occupied by people who do not form a single household such as traditional bedsits, student accommodation, self-contained flats, hostels and bed and breakfast accommodation (for the temporarily homeless).

One of the main concerns in HMOs is the Health and Safety of the occupants and any visitors.

Private Sector Housing enforce standards adopted under the Housing Act 1985 to ensure that there are adequate means of escape in case of fire, that any fire warning systems which have been installed meet current standards and that the systems are checked regularly and properly maintained. We also check escape routes to see if fire doors are closing properly and that passages are kept clear for use in case of fire.

Did you know that you are 17 times more likely to die or suffer serious injury in a 3 storey HMO than you are in a single family house should a fire start?

As well as fire safety, we look for other risks such as defective gas and electrical installations and appliances.

Did you know that all gas installations must be maintained and checked annually by an appropriately qualified person (CORGI registered contractor)? – it's the law!



### How Do We Go About This?

#### Risk Assessment and Programmed Inspections

There are over 1,000 HMO's in the district and we individually Risk Assess each one. Obviously, the HMOs presenting the greatest risk are inspected and dealt with first.

#### Advice to Landlords and Tenants.

We give advice to Landlords if they are considering converting a building into a HMO.



Or, at the planning stage where plans are referred to the team from Building Control Officers. Our comments are based on the requirements of the Housing Act 1985, any problems such as inadequate escape routes and fire detection systems, inadequate lighting and ventilation etc are all highlighted and brought to the attention of the applicant.

Our Officers also advise tenants of their rights and responsibilities as the occupant.

#### Complaints.

Where complaints are received, the identity of the complainant is always kept confidential. The HMO Team has a duty to act in many instances and, in accordance with the Council's Enforcement Policy, may use its legal powers to rectify problems with HMO accommodation. Typical problems include a landlord refusing to carry out repairs, harassment of tenants by a landlord or agent, where an HMO is thought to be a fire hazard, or where there are thought to be insufficient facilities for the people who have to share.

Where necessary, the team can take statutory enforcement action to make sure that landlords meet their responsibilities.

#### Liaising with agencies.

We liaise with various agencies and organisations such as property agents, university accommodation officers, agencies who provide accommodation for asylum seekers etc. – and of course the Fire Service with whom we work closely. We like to keep important communication links open in order to provide the tenants and landlords with an effective service.

#### Where are we located?

ShIPLEY Town Hall, Kirkgate, ShIPLEY BD18 3EJ  
General enquiry number 01274 437107

## Rent Arrears - A Case Study

Mr Hudson let out his 2 bedroom, terraced house in August 2002 to Miss Pickles for £80 per week. Miss Pickles received housing benefit of £40 per week and agreed to pay the rest of the rent herself.

The benefit cheques were paid directly to the landlord but soon after she moved in, Miss Pickles started finding it difficult to pay the rest of the rent to the landlord, and as time went on she became further in arrears. Mr Hudson was lenient with her as she was a friend of the family, but as the debt grew he became increasingly concerned. Mr Hudson tried to contact Miss Pickles by phone and by letter to talk about sorting the arrears out, however she would not return his calls or respond to his letters.

Finally, with the arrears amounting to just under £1000,

and with no contact from the tenant, Mr Hudson wrote a note to the tenant stating that he wanted her to vacate the property within 7 days.

Miss Pickles took the letter to the Councils Housing Advice Office where she was referred through to the Private Sector Housing Team. After taking the details of the case, the EHO advised her that she had been given an invalid notice to quit and that the Landlord would be contacted and given advice about the correct procedure to follow.

The EHO contacted Mr Hudson and explained that the notice to quit was not valid. Mr Hudson was exasperated as he was losing money and wanted to know how he could get the situation sorted out. The EHO advised him that he could give the tenant 2 weeks notice on a form called a "Notice

seeking possession of a property let on an Assured Tenancy or Assured Agricultural Occupancy", and that this form was available from a law stationers. The Officer advised that he only needed to give 2 weeks notice as he was applying for possession for rent arrears under Ground number 8 of the Housing Act 1988. Once the 2 weeks had passed, Mr Hudson could apply to the court for a possession order and at the same time ask that the rent arrears be awarded to him. The Officer sent Mr Hudson a leaflet and letter that explained the procedure in further detail.

Mr Hudson went to court and was awarded possession of his property and Miss Pickles was ordered to pay off her rent arrears at £10 per week.