

**SPECIFICATION FOR SELECTIVE LICENSING**

**DELIVERY PARTNER**

**GAINSBOROUGH SOUTH WEST WARD SELECTIVE  
LICENSING SCHEME**

April 2016

## 1.0 Background

The Prosperous Communities Committee approved a Selective Licensing Scheme within a specific area of the Gainsborough South West Ward on March 22<sup>nd</sup> 2016 with a condition that the Council explore the inclusion of a scheme based on co-regulation with Delivery Partners. This would be achieved by allowing Delivery Partners to set up a voluntary service to license landlords provided that the Delivery Partners meet the Council's set criteria as identified in this Specification. Thereafter landlords would have a choice of whether to obtain a licence through the Delivery Partner or direct with the Council.

Landlords in the Selective Licensing Area of Gainsborough South West Ward could apply to the Delivery Partners for their services. These landlords will be considered the Delivery Partner's clients for the purpose of this Specification. It is anticipated that compliant clients of Delivery Partners may benefit from a lower rate of licence fee and payments by instalments. The Delivery Partners must be based locally or deliver a similar scheme within reasonable distance of Gainsborough and it is hoped will work towards employing local people using local suppliers. Any Delivery Partners approved by the Council will be the first point of contact in respect to complaints received regarding properties managed by Delivery Partner clients and it is expected that the Delivery Partners will commit resources to resolve such concerns in the majority of cases without the need for the Council to intervene. A process map for the specific scheme is in place.

It is important to note that clients of a Delivery Partner are not exempt from Selective Licensing, nor do they receive protection against legal action for breach of licensing conditions. However, meeting the criteria set by the Delivery Partner would ensure clients reach at least the minimum standard required of the Selective Licensing Scheme. The Delivery Partners will also be required to set up and complete their own systems for monitoring compliance of their clients, which will need to be agreed with the Council, which should substantially reduce the risk of non-compliance by their clients. Any Delivery Partner will be required to deal with any such complaints and maintain records and engage with the Council, the police or any other agency involved with investigations relating to the property or tenants of the property. This may involve providing supporting information or evidence where an appropriate authority seeks a legal remedy.

It will be a condition of the License that any landlords that are members of the Delivery Partner scheme will remain compliant clients of the Delivery Partner for the full Selective Licensing period. If at any time, and for any reason, a landlord is no longer a client of the Delivery Partners service, then the landlord's licence will lapse within 28 days and they will need to re-apply to the Council for a new licence. The Council will levy a charge to the landlord calculated on a sliding scale from the full fee of £375 to cover the new licence issue and future monitoring costs for the remainder of the scheme period. Any fees paid in relation to the Delivery Partner licence will be non-refundable. In

such an event the Licence holder will no longer have a relationship with the approved Delivery Partner.

This document explains the criteria that any Delivery Partner scheme would need to comply with in order to be approved by West Lindsey Council and sets out the expected process of approval, the key performance indicators that will be used to manage the performance of the Delivery Partners and the licence conditions which will be applied to all licences granted to the Delivery Partner clients.

## **2.0 Process for Delivery Partner Applications**

Any body wishing to become a Delivery Partner will need to apply to the Council's Chief Operating Officer or such other Officer as determined from time to time by the Council.

The application will need to satisfy the following criteria:

- Submit application pack stating suitability and proposals for approval and inspection based compliance monitoring of scheme members.
- Provide details of all persons that are proposed to work on the delivery of the service in a management capacity and thereafter all persons working on the delivery of the service.
- Provide details of any privately rented property interests (ownership and management) of all persons proposed to be working on the scheme, including that of immediate family members within the designated area.
- The body and its lead officer must demonstrate a minimum 5 year proven track record in property management within the Private Rented Sector or a 2 year proven track record with a recognised letting qualification
- Provide details of arrangements to comply with Data Protection requirements and legislation as well as a Data protection licence.
- Have an approved locally based office within Gainsborough throughout the Selective Licensing period, which is accessible by appointment for 5 days a week. There will also be a 24/7 contact telephone number.
- Demonstrate sufficient resource levels to support the implementation of the service delivery agreement
- To demonstrate Deliverable online with a support mechanism for scheme members and Local Authority.
- Ability to deliver information in a range of formats, accessible to all landlords and tenants within any scheme (e.g. multi lingual, learning difficulties etc.)
- Evidence of suitable insurance to indemnify the Council from any matters, which may arise from the actions of the Delivery Partner in the carrying out or failure to carry out its functions as a Delivery Partner.
- Completion of Declaration of Interest form regarding interests in West Lindsey
- Provide at least two professional business references.

On receipt of the application, the following initial checks will be made:

- Enhanced DBS check for all working on the scheme.
- Fit and Proper Person Check for all working on the scheme which would include; finance check/company history, enforcement history (Council against the applicant), Potentially Violent Persons register check, Housing Benefit/Council Tax fraud check.
- If appropriate a company viability check.
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- Confirmation that Delivery Partners will not be approving themselves as a licence holder (these licences must be direct with the Council).

The above vetting process needs to confirm suitability; in terms of sector knowledge, experience, skills and attitude and that the scheme objectives can be met. Any applicant successfully completing the above steps would be invited to attend an interview with those attending the interview on behalf of the applicant to be approved by the Council. The interview will require the applicant to present how they will ensure the aims and objectives of selective licensing will be met. This must be inspection based with at least annual inspections.

Upon completion of the application to the satisfaction of the Council the Chief Operating Officer and Section 151 Finance Officer will authorise and confirm the decision. Once a Delivery Partner has been approved, they will need to sign a delivery agreement with the Council, which will last for the duration of the scheme.

### **3.0 Minimum Standards for Approved Delivery Partners**

3.1 At a minimum any approved Delivery Partner will comply with the following prior to the implementation of the delivery of the service to be provided under the delivery agreement with the Council;

- a) Set and agree with the Council clear terms by which a landlord is accepted or rejected as a client of the Delivery Partner. These shall be clear, fair, transparent and open to all landlords and approved by the Council's Housing and Communities Team prior to implementation.
- b) Draft and agree with the Council a Code of Practice for all Delivery Partner clients, which those clients will be expected to sign up to and comply with. The Code of Practice must correspond to, or meet an equivalent standard, to the licensing conditions dictated by the Gainsborough South West Ward Selective Licensing Scheme. It must also contain the repair response levels set out in Appendix 1. The Code of Practice must be approved by the Housing and Communities Team prior to the implementation of the scheme.
- c) Provide signed mandates from all Delivery Partner Clients to confirm that the client approves of the Scheme sharing information regarding

their premises with the Council and that they will act as a first point of contact for the Council in cases of complaints regarding the client's premises.

- d) Provide a signed Data Protection agreement from all Delivery Partner Clients confirming information shared by the Council will be treated confidentially and only used for the purposes agreed.
- e) Provide a signed contract from all Delivery Partner clients confirming that they agree to remain as a client of the Delivery Partner for the full licensing period. This must include details of charges recoverable by the Council in case the contract is not adhered to and the Landlord is no longer a client of the Delivery Partner in which case the licence will lapse and a new one must be obtained direct with the Council. Any fees already paid will be non-refundable.
- f) Design a clear procedure for resolution of Delivery Partner clients complaints that complies with good business practices and fair Trading legislation and is approved by the Council
- g) Make provision for a minimum of four landlord engagement events every 12 months within Gainsborough approved by the Council.
- h) Engage with and attend where appropriate the relevant Council and stakeholder meetings focused on housing or the South West Ward.
- i) Appoint a nominated person to act as Delivery Partner manager and first point of contact for any concerns in relation to Delivery Partner clients. To identify the nominated person to the Council and any subsequent changes
- j) Have a set process for investigating complaints against Delivery Partner clients and a system of warnings/sanctions in place for any non-compliance found. This must include a method for the Delivery Partner to terminate service in cases of clients acting unlawfully, including any conviction for non-compliance with Selective Licensing Conditions or the Housing Act 2004 and any other related housing legislation specifically agreed by the Council and incorporated in the Delivery Partners service and Code of Practice.
- k) Generate and retain all records sufficient to prove compliance throughout the contract period, which the Council will check on a random sampling basis. These will also form the basis of on-going evaluations throughout the contract period and will be supported by a formal data sharing agreement.
- l) Retain records post contract period as agreed with the Council to allow a final evaluation of the scheme to take place.

- m) Demonstrate compliance with the safeguarding requirements of the council and ensure that all relevant roles are subject to DBS checks and staff undertake relevant safeguarding training, delivered by the Council.
  - n) Have the relevant risk assessments in place to provide assurance of safe lone working practices
- 3.2 Once the Delivery Partner's service is operational, the administrator/manager of the approved service is required to commit to;
- a) Assessing all client applications to the Delivery Partner to establish that the applicant and the property meet the said Code of Practice and forward details of compliance to the Housing and Communities Team.
  - b) Notify the Housing and Communities Team of the Council of any application approved and refused by the Delivery Partner, including a statement of the reasons for such refusal.
  - c) Ensure at least one annual compliance check of every Landlord property is carried out. The checks should be sufficiently thorough to assess compliance with the Delivery Partners Code of Practice and must include a property survey conducted in accordance with the principles of the Housing Health and Safety Rating System (HHSRS).
  - d) Attending quarterly meetings with the Council to review progress made within the quarter and the scheme as a whole.
  - e) Within 30 days of the end of each financial year, provide a summary report to the Housing and Communities Team of the compliance monitoring of Delivery Partner clients conducted during the financial year. Such reports must include details of all current clients, all property inspections completed, details of any breaches of the Code of Practice identified with action taken, confirmation that Gas Safety Certificates and PAT testing certificates are up to date and that the Periodic Electrical Report provided for each property at the beginning of the service delivery is still current. For any HMO, the report also needs to detail that an up to date Fire Detection and Alarm Certificate has been provided.
  - f) Carry out prompt and thorough investigation of any complaint or concern reported directly to the Delivery Partner regarding a client property.
  - g) Notify the Housing and Communities Team of any serious breach of the Delivery Partners Code of Practice. For the purpose of this document, a serious breach is to be considered as identification of a Category 1 hazard or any item classified within the maintenance mandate as "Urgent" for the Gainsborough South West Ward Selective Licensing Scheme. Any such notification needs to contain details of the concern and a proposed timed action plan to rectify the breach. Any

other breaches identified should be reported as part of the monitoring report provided to the Council.

- h) Resolve in a timely manner with their clients any less serious breach of the Delivery Partners Code of Practice identified during proactive monitoring or internal complaint investigation. Details of such breaches and action taken must be reported to the Housing and Communities Team in the quarterly monitoring report.
- i) On receipt of a complaint or referral from the Housing and Communities Team to carry out a thorough investigation of that complaint and provide a detailed response of proposed action including agreed timescale for compliance. All condition and referral compliance will be completed according to the time scales and expectations set out in Appendix 1 and Appendix 3.
- j) Collect the Council's relevant licence fees as determined by the specific scheme via the application process and arrange for payment of these fees within 14 days of collection.

#### **4.0 Monitoring performance of Delivery Partners**

Performance of the approved Delivery Partner will be monitored by West Lindsey District Council during the duration of the scheme. Key Performance Indicators are set out at Appendix 1.

In determining appropriate Key Performance Indicators for the Delivery Partner the following factors were considered;

- a) Key Performance Indicators need to focus on preventing serious breaches, such as failings to confirm the mandatory licence requirements, gas certificate, smoke alarms, etc. For the purpose of this document, a serious breach is to be considered as identification of a Category 1 hazard, or non-compliance with any issue that requires an "Urgent" response as shown in Appendix 1.
- b) Less serious breaches are still a concern and should be flagged and actioned through the quarterly partnership meetings and the performance reports submitted by the Delivery Partner manager annually. Continuance of a less serious breach puts it into the high-level breach category.

## Appendix 1

### Response Level Requirements

**Response Level 1 URGENT** – You must acknowledge the receipt of a request within 24 Hours and make immediate arrangements to safeguard the property and the tenant and provide details of agreed follow up action(s) within 3 days.

**Response Level 2 HIGH** - You must acknowledge the receipt of a request within 48 hours and provide details of agreed follow up action(s) or outcomes within 5 days.

**Response Level 3 MEDIUM** - You must acknowledge the receipt of a request within 5 days and provide details of agreed follow up action(s) or outcomes within 15 days.

**Response Level 4 LOW** - You must acknowledge the receipt of a request within 5 days and provide details of agreed follow up action(s) or outcomes within 20 days.

Please see below which provides an indication of the varying maintenance related tasks that a Delivery Partner may be faced with and their associated category.

- **Response Level 1 URGENT (Primary Emergency Repairs)** – For the avoidance of doubt these are repairs which, if not completed, could potentially constitute a real risk of injury or death, lead to major damage of the property. Such issues may include but are not limited to:
  - Explosions
  - Building collapse
  - Loss of or reduced access to escape routes (such as damaged upstairs windows or window locks)
  - Total loss of electric power
  - Partial loss of electric power (where this is related to more than one fitment not related to issues with utility providers)
  - Unsafe power or lighting socket or electric fitting
  - Total loss of water supply (not related to issues with utility providers)
  - Total loss of gas supply (not related to issues with utility providers)
  - Partial loss of gas supply (where there is no other form of heating not related to issues with utility providers )



- Blocked or leaking foul drain, soil stack, or toilet pan (where there is no other working toilet in the dwelling not related to issues with utility providers )
  - Toilet not flushing (where there is no other working toilet not related to issues with utility providers )
  - Leak from water or heating pipe, tank or cistern (not related to issues with utility providers
  - Lost keys or access issues
  - Rotten timber flooring or stair tread where access to rooms are prevented
  - Leaking roofs if severe and likely to cause further damage
  - Insecure or broken ground floor entrance doors or windows, or first floor if that is the main entrance level (in the case of flats). Property unable to be secured against unauthorised entry.
  - Gas fires not working properly or CO monitor sounding where a gas fire or solid fuel appliance is present,
  - Boundary walls, outhouses or other outbuildings in a dangerous condition where brickwork may fall on the occupants.
  - Electrical Certification C1 identified defects.
  - Any mandatory remedial works as advised by any fire risk assessment.
  - Any identified defects on the gas safety certificate relating to the property.
- **Response Level 2 HIGH** – Such issues may include but are not limited to:
    - Partial loss of water supply (not related to issues with utility providers)
    - Blocked sink, bath or hand basin waste pipes
    - Tap which cannot be turned on or off.
    - Loose or detached banister or hand-rail
    - Rotten timber flooring or stair tread
    - Leaking roofs
    - Door entry phone not working
    - Mechanical extractor fan in internal kitchen or bathroom not working (excluding installations)
    - Restore heating or hot water
    - Windows with a sill height below 80cm from the finished floor level on the first floor or higher must be fitted with an opening restrictor that can be overridden by an adult in the event of a fire but which does not allow the window to be opened more than 100mm to provide ventilation under normal operation.
    - Light fitting not working (not just the bulb needs changing) in the bathroom, kitchen or over the staircase.

- Loose carpet or floor covering on the staircase, or causing a trip hazard in the kitchen or bathroom where the resulting harm from a fall could be significantly increased.
  - Electrical Certification C2 identified defects.
- **Response Level 3 MEDIUM** - Such issues may include but are not limited to:
  - Damp and condensation mould
  - Plastering repairs
  - Renewal of doors (unless this creates an issue in respect escape from the premises in the event of a fire etc.)
  - Renewal of windows (unless this creates an issue in respect of escape from the premises in the event of a fire etc.)
  - Renewal of wash hand basins
  - Other undefined light maintenance (broken handles etc.)
  - Leaking or blocked gutters/rainwater goods such as fall pipe
  - Light fitting not working in the living/dining or bed rooms
  - Internal doors damaged or won't close properly and cannot be secured in the closed position
  - Windows damaged, will not close or open properly, glazing cracked.
  - Restoration of cooking facilities, where the cooker was provided by the landlord.
- **Response Level 4 LOW**
  - Any other repairs deemed to be non-critical.
  - Electrical Certification C3 identified defects.

## Appendix 2

### Performance Indicators for Delivery Partners

(To be reviewed annually)

<b>Measure</b>	<b>Frequency</b>	<b>Target</b>
Compliance with response Level 1	Monthly	75% rising by 5% per year.
Compliance with response Level 2	Monthly	75% rising by 5% per year.
Compliance with response Level 3	Monthly	75% rising by 5% per year.
Compliance with response Level 4	Monthly	75% rising by 5% per year.
No of landlords removed from the scheme for breach of the code of conduct	Monthly	n/a
Attend quarterly partnership meetings with the Council to update on scheme progress and make any improvements required.	Quarterly	100%
Within 30 days of the end of each financial year, provide a summary report to the Council of the compliance monitoring of Delivery Partner clients conducted during the financial year.	Annual	100%
Report to and appear at The Council's Prosperous Communities as and when requested (at least once per year in years 1 and 2)	n/a	100%
Provide 4 landlord engagements events per year in Gainsborough	n/a	100%
License fee income transferred to the Council within 14 days of collection	Monthly	100%



## Appendix 3

### Response time and actions by Delivery Partner on receipt of complaint

- The Delivery Partner will be required to respond to complaints that are made by members of the scheme or reported via the Council
- The Delivery Partner will operate a complaint logging system to capture all complaints relating to licensed properties
- The Council will raise complaints with the Delivery Partner in line with the response levels shown in the table below
- If the Delivery Partner receives a Level 1 Response, it will make the Council immediately aware of this and provide information in regards to the status of the complaint.
- When any complaint classified as Level 1 is made, the Council reserves the right to take immediate responsibility for it in line with its existing policies and procedures and statutory responsibilities. In these circumstances, the Delivery Partner will allocate the complaint to the Council and offer any support to its scheme member as required.
- The Delivery Partner and the Council will ensure that responsibility for complaints is clearly identified within the complaint logging system operated by the Delivery Partner.

<b>Complaint Subject</b>	<b>Type of Complaint</b>	<b>Response Level to be raised on Delivery Partner</b>
<b>Emergency</b>	Any matter that poses an immediate threat to life or serious harm to an individual	1
<b>Property Management</b>	Housing Disrepair requiring Emergency Remedial Action	1
	Housing Disrepair (potential HHSRS category 1 hazard)	2
	General Housing Disrepair	3
	Suspected HMO	3
	Potential illegal eviction or harassment	2

	Suspected overcrowding	2
	Filthy or verminous property	3
	Evidence of poor management arrangements in place	4
<b>Alleged breach of licensing condition</b>	Alleged breach raising immediate safety concerns	2
	Other alleged breaches	3
<b>External areas, refuse and waste</b>	Refuse in garden (empty property or owner occupier)	2
	Refuse in garden (licensed and occupied property)	2
	Lack of provision for storage of rubbish and waste	2
	Fly tipping within a licensed property	2
<b>Security</b>	Insecure property (occupied and within the licensing area)	1
	Insecure garden or yard at rear	2
<b>Anti-Social Behaviour</b>	Alleged noise or nuisance by tenant (1 <sup>st</sup> incident)	4
	Alleged noise or nuisance by tenant (2 <sup>nd</sup> incident)	1
	Alleged ASB (non-nuisance) by tenant (1 <sup>st</sup> incident)	4

	Alleged ASB (non – nuisance) by tenant (2 <sup>nd</sup> incident)	1
<b>Persistent and Consistent Complaints</b>	Any complaints that are persistent, consistent and reoccurring within a property or for individual tenants or landlords will be dealt with by the Council in line with its existing statutory responsibilities. Any licence issued in relation to the property or individuals will be reviewed accordingly.	

**Please Note:**

- The complaints table above will be reviewed as required and at least once every 12 months.
- The Council retains the right to utilise its existing and statutory powers in regards to any matters relating to a licensed property regardless of the response level.
- Information in regards to complaints will be used to determine the suitability of a licence holder within any designated scheme

**Key**

**Response Level 1 URGENT** – You must acknowledge the receipt of a request within 24 Hours and make immediate arrangements to safeguard the property and the tenant and provide details of agreed follow up action(s) within 3 days.

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