

The Royal Borough of Kensington and Chelsea

Provider Questionnaire

Privately Managed Temporary Accommodation

Provision of letting and management services with regards to the Royal Borough of Kensington and Chelsea's requirements for temporary accommodation.

Information Required	Response
<i>Full name of your organisation:</i>	
<i>Address of Registered Office:</i> <i>Postcode:</i>	
<i>Name of principal contact and position:</i>	
<i>Contact telephone number:</i>	
<i>Contact facsimile number:</i>	
<i>Contact email address:</i>	
<i>Website address:</i>	

1. Introduction

- 1.1. The Royal Borough of Kensington and Chelsea (the 'Council') wishes to procure units of privately managed temporary accommodation, as a means of meeting its statutory requirements to accommodate homeless households.

2. Instructions for Completion of this Questionnaire

- 2.1. Please respond to this questionnaire in full. All questions must be answered, using '**none**' or '**not applicable**' where appropriate. Some questions ask for a ✓ **tick** in the box. Please tick the appropriate box for your response.

3. Selection Criteria

- 3.1. There are two parts to this form. The questions in Part A are designed to ensure that your organisation meet the Council's requirements in terms of; - business organisation, compliance and probity, financial standing and eligibility to work within the public sector. Questions in Part B are to assess organisations based service provision.

4. Questionnaire Return

- 4.1. Completed questionnaires should be returned to the contact officer detailed below; any questions of clarification should also be directed towards the contact officer.
- 4.2. The contact officer for this exercise is:

Chris Scott

Principal Housing Enabling and Private Sector Officer

The Royal Borough of Kensington and Chelsea

Housing

Second Floor

The Town Hall

Hornton Street

London W8 7NX

Tel: 020 7361 3116

Email: chris.scott@rbkc.gov.uk

5. Disclaimers and Freedom of Information Act 2000

- 5.1. The Council will not reimburse any expenses incurred by Providers in preparing their responses to the questionnaire, and reserves the right to discontinue the procurement process at any time and without any liability towards Providers.
- 5.2. Under the Freedom of Information Act 2000 (The Act) the public have a general right of access to the Council's information. This right of access to information will not only include access to information about the Council's contracts but also its procurement arrangements with potential contractors. This right does not extend to information which is commercially sensitive or otherwise "exempt" from disclosure under the Act.
- 5.3. As a consequence, only information that is genuinely commercially sensitive or is otherwise exempt information as defined in the Act shall be withheld from disclosure. Providers are asked to co-operate with these obligations placed on the Council by identifying (in section 15) those areas in their Questionnaire that they consider are commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for public disclosure in respect of those areas.
- 5.4. The Council reserves the right to disclose all or any information submitted by Providers whether or not it is identified as commercially sensitive by the Provider where disclosure is necessary to comply with the Council's legal duties.

For organisations not selected, their completed Questionnaire will be disposed of in accordance with the Council's document retention and disposal policy.

6. Part A – Business Assessment

Ref	Information Required	Response
6.1	What is the status of the organisation e.g. sole trader, partnership, private limited company (Ltd) public limited company (PLC) charity or other? (Please specify and in full)	
6.2	What is the organisation's date of incorporation or formation AND registration number under the Companies Act 1985 (if applicable)	Date: Reg N°:
6.3	How many staff does your organisation currently employ?	
6.4	Does your organisation have a business continuity plan? If so please attach a copy as a supplementary document.	

6.5

Please confirm that neither you (if contracting as an individual) nor the organisation (nor any of its Directors, Partners, Associates or Secretary) have been convicted of:-

conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

the offence of bribery

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of—

- the offence of cheating the Revenue;
- the offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985;
- defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
- destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

money laundering within the meaning of the Money Laundering Regulations 2003

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of EU member state.

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

If your organisation is a Company or other entity within the meaning of section 255 Enterprise Act 2002, please confirm that:

- no resolution has been passed or Order of the Court made for the company's winding up otherwise than for the purposes of *bona fide* reconstruction or amalgamation;
- no receiver, or manager, or administrator has been appointed or notice given of the appointment or intention to appoint an administrator in respect of the company's business or any part thereof;
- and the company is not the subject of proceedings for any of the above procedures or similar procedures under the law of any other state.

Tick the appropriate box

Not applicable

Confirmed

Not confirmed,
Details attached

If your organisation is a limited liability partnership (LLP), please confirm that:

- no resolution or decision has been passed or Order of the Court made for the LLP's winding up otherwise than for the purposes of *bona fide* reconstruction or amalgamation;
- no receiver, or manager, or administrator has been appointed or notice given of the appointment or intention to appoint an administrator in respect of the LLP's business or any part thereof;
- the LLP is not the subject of proceedings for any of the above procedures; and
- the partnership is not the subject of similar procedures under the law of any EU member state.

Tick the appropriate box

Not applicable

Confirmed

Not confirmed,
Details attached

If your organisation is a partnership constituted under Scots Law, please confirm that it has not granted a trust deed or become otherwise apparently insolvent, and is not the subject of a petition presented for sequestration of its estate.

Tick the appropriate box

Not applicable

Confirmed

Not confirmed,
Details attached

If you are an individual, please confirm that you:

- are not bankrupt;
- have not had a receiving order, administration order or bankruptcy restrictions order made against you;
- have not made a composition or arrangement or trust deed with or for the benefit of your creditors;
- have not made any conveyance or assignment for the benefit of your creditors;
- have not had a petition presented for sequestration of your estate;
- do not appear to be unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of s 268 Insolvency Act 1986; or
- are not subject to any similar procedure under the law of any other state.

Tick the appropriate box

Not applicable

Confirmed

Not confirmed,
Details attached

Please confirm that none of the Directors, Partners, Associates or the Company Secretary have been convicted of a criminal offence relating to the conduct of their business or profession.

Tick the appropriate box.

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Please confirm that all obligations relating to the payment of taxes under the law of any part of the United Kingdom or the EU member state in which your organisation is established have been fulfilled.

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Please confirm that neither the organisation nor any of the Directors, Partners, Associates or Secretary has committed an act of grave misconduct in the course of their business or profession.

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Please confirm that if, for the provision of services under this contract, the organisation is required by the law of the state in which it is established to be licensed, a member of an organisation or registered on the professional or trade register, then the organisation is so licensed, a member or registered.

Tick the appropriate box

Not applicable

Confirmed

Not confirmed,
Details attached

Please confirm that there are no court actions or employment tribunal hearings outstanding against your organisation.

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Please confirm that no Directors, Partners, Associates or the Company Secretary have been involved in any organisation which has been liquidated or gone into receivership.

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

6.7 Health and Safety

Does your organisation:-

Have a health and safety policy and a system in place for implementing this policy? If yes please attach a copy of the policy

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Review its health and safety policy annually?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Ensures it complies with the Health & Safety at Work Act 1974 and all applicable regulations?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Have a procedure for recording and reporting of accidents, incidents, violent incidents, dangerous occurrences, occupational ill-health and near misses?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Have a procedure for consulting and communicating with staff over health and safety issues?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

6.8 Equality

Does your organisation comply with the Equality Act 2012, which applies in Great Britain, or equivalent legislation in any other country in which your organisation employs staff and/or delivers services on behalf of the public sector?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

Does your organisation provide training information to its staff to ensure that services are delivered to service users in a non-discriminatory way?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

In the last three years, has any finding of unlawful racial discrimination been made against your organisation by any court or Employment Tribunal, Employment Appeal Tribunal, or in comparable proceedings in any European Community jurisdiction?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

If the answer to question **above** is yes please provide full details including date, findings, the verdict, sentencing and what steps your organisation has taken in consequence of that finding?

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

6.9

Quality Assurance

Does your organisation hold a recognised quality assurance accreditation e.g. BS EN 150 29000, ISO 9000 or BS5750 or an equivalent system? If you have an equivalent system please state what the equivalent system is. If yes please attach a copy of the certificate or evidence of the equivalent system in place

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

If no, to the question above does your organisation operate an effective, auditable, documented quality assurance system? Please attach a copy of the documented system in place

Tick the appropriate box

Confirmed

Not confirmed,

Details attached

Does your organisation hold a recognised landlord accreditation e.g. London Landlord Accreditation Scheme (LLAS), Midlands Landlord Accreditation Scheme (MLAS), Residential Landlords Association (RLA) or a recognised equivalent accreditation? If yes please attach a copy of the certificate or evidence

Tick the appropriate box

Confirmed

Not confirmed,
Details attached

7. Part B – Technical Assessment

Ref	Information Required	Response
7.1	Does your organisation work in partnership with any other of the thirty two London Boroughs to provide privately managed temporary accommodation? If “YES” please provide further details including contact details.	
7.2	Are you able to guarantee that all privately managed temporary accommodation will meet the West London Minimum Property Standards (see Appendix 1)	
7.3	Has your organisation ever been subject to legal proceedings undertaken by either a tenant or a landlord? If “YES” please provide further details.	
7.4	How many properties do you currently have in your portfolio and in what areas?	
7.5	How many units of temporary accommodation does your organisation currently manage?	
7.6	How many units of temporary accommodation did your organisation procure in the last 12 months?	

8. Declaration

8.1. I/We certify that the information supplied is accurate to the best of my/our knowledge and understanding and I/we accept the conditions and undertakings requested in the questionnaire. I/we understand and accept that false information could result in my/our exclusion from the exercise or cancellation of any contract awarded.

8.2. **We understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Council to cancel any contract currently in force and will result in my/our exclusion from the tendering exercise. I/we also understand that canvassing of Officers or Members will result in disqualification from the exercise.**

Signature:

Full name:

For and on behalf of:

Date:

Appendix 1 – Kensington and Chelsea Minimum Property Standards

Structure

- a. Buildings, envelope and structure shall be watertight, in good repair and structurally sound.
- b. Roof shall provide a waterproof cover over the entire building and be free of defective and loose material.
- c. Gutter and drainpipes shall be in good condition, restrained, water-tight and free-flowing.
- d. Damp-proof courses, flashings and waterproof membranes are to be in good condition to the standard repaired. Guarantees to be supplied where appropriate.
- e. Stairs to be in good condition and structurally sound. Surface should not be loose or slippery especially when wet. Handrail to be provided on one side where stairs are less than 900 mm wide and over four risers high, where stairs width exceeds 900 mm wide a handrail is to be located on each side.
- f. Wall and ceiling plaster should be in good condition with flush surfaces.
- g. Joints around windows and doors to be sealed and flashed to form a watertight junction, window and door sills, thresholds, joints and heads to be in good condition and allow easy operation of window sash. Glazing to be secured and not cracked or broken.
- h. External and internal cold water storage cisterns, tanks etc. To be properly housed, insulated and protected.
- i. Flue terminals to be secure.
- j. Bedroom sizes: bedroom for single occupancy should be a minimum of 6.5 sq m, for double occupancy the minimum size should be 10.2 sq m. Properties with rooms smaller than the minimum of 6.5 sq m will not be considered suitable as temporary accommodation by RBKC.

Natural Light and Ventilation

- a. Every habitable room to have a window or windows opening directly to the external air with glass area not less than one tenth of the floor area of the room.
- b. All windows above the ground floor shall be fitted with restrictors.
- c. Every habitable room shall have natural ventilation.
- d. Rooms below ground level must provide sufficient natural light on an average day for living in the lounge/bedroom without assistance of electric light.

- e. Doors and windows must be in good working order with easy operation.
- f. Windows shall be restricted to 100mm opening restriction, as a child safety precaution. An override device could also be installed in case of emergency.
- g. Casement stays or similar childproof restraint devices appropriate to the type of window to be fitted on the windows.
- h. Theft proof safety locks to be fitted to ground floor windows and below, where necessary.

NB: Where French Windows are the only form of natural light to a room they must be kept locked and some additional form of mechanical or natural ventilation must be provided. For example adding window restrictors.

- i. Safety glass, safety adhesive film or similar approved safety precaution is to be fitted in full height windows and doors or in panels below 1000mm above finished floor level. Safety rails may be used as an alternative to safety glass. Size and spacing of batons to comply with Building Regulations as must safety adhesive film.
- j. Balcony and store doors used other than a means of escape route are to be fitted with a keyed level deadlock, and to be locked shut.
- k. Wall or floor stops shall be provided for all doors to protect wall decorations.
- l. Exit doors to be fitted with simple fastening locks.
- m. Three sets of keys provided per flat including three keys to shared main entrance door in blocks of flats.
- n. Security protection measures such as grills, hinge bolts, spy holes, and entry phone system to be fitted where appropriate.
- o. Bathroom and toilet doors to be fitted with a vanity lock or barrel bolt.
- p. Letter boxes and doorbells shall be fitted for each unit with appropriate identification, where appropriate, to be located at the main entrance.
- q. Non-mechanical ventilation system e.g. air bricks, gutters or permavents, to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living or bedrooms with external walls).
- r. Ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.

Kitchen and Cooking Areas

- a. Plumbing must comply with the current Thames Water Bye-Laws. Stop valves must be clearly labelled especially where situated in common areas.

b. Drinking water for human consumption with continuous supply shall be located within the kitchen over a suitable sink and directly from the mains.

c. Storage, preparation and cooking facilities, minimum requirements are a four ring cooking appliance with grill and oven and food storage cupboard and refrigerator.

d. Water heating facility must be capable of providing an adequate and continuous supply of hot water.

e. Immersion heaters, where applicable, shall be installed on "Economy 7" off peak supply.

f. Kitchen shall include the following items:

- Hot and cold water supplies
- Sink and drainer
- Cooker (where free standing to be level and restrained from tipping)
- Fridge/Freezer
- Working surfaces, arranged wherever possible between cooker and sink
- Storage space combining a minimum 1 double base unit with worktop, sink unit and double wall unit
- Work surface to be clean with mastic sealed edges and impervious to liquid
- 2 double sockets on worktop height (non-dedicated)
- At least one other double socket should be at low level for fridges etc.

g. Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical Regulations.

h. All oven doors should be "cool doors" so they should not be hot to the touch.

Tiling to Kitchens and Bathrooms

a. Tile splash backs located behind sinks, baths, worktops and basins to be sealed with mastic against water penetration.

b. Existing wall tiled areas to be thoroughly cleaned and free of grease, cooking fat, dirt and other by-products.

c. Caulking sealant located around worktop, sink tops and sanitary ware is to be in good condition. Where sealant faulty this is to be raked out and re-sealed to prevent water penetration.

Bathrooms

a. Bathroom or toilet windows should have obscure glass or have nets/blinds supplied.

b. Bathrooms to have bath and only a shower where correctly screened and watertight.

- c. Toilet location is preferred, although not essential, in a room separate from the bathroom.
- d. Bath mixer tap with shower valve to be capped off where not correctly screened/watertight.
- e. Hot and cold water to be supplied to bath and shower (where applicable).
- f. Sanitary fittings to be good, clean and in a condition to operate as designed.
- g. Bathroom to be decorated appropriately with non-slip tiles or linoleum.
- h. Accessory fittings to be provided: toilet roll holder, towel rail and mirror to be located in an easily accessible position and in good working order.
- i. Sanitary ware to be chemically cleaned prior to each new letting, removing all existing stains.
- j. Bathrooms must be adequately ventilated.
- k. Mechanised ventilation to be provided with humidity switch or overrun linked to light switch. Capacity to give at least three air changes per hour.

Floorings and Soft Furnishings

- a. Floors to be level and even with boarding securely fixed to joists.
- b. Aluminium binding strip (or similar) to be fixed on changes in floor finish.
- c. Carpet or laminate flooring is essential floor covering to living and bedrooms, lobbies, common halls and staircases.
- d. Vinyl floor covering or non-slip tiles to kitchens, bathrooms and separate w/c compartments.
- e. All upholstered furniture and furnishings, including beds and mattresses, must comply with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1989 and 1993). Bunk beds are not acceptable and mattresses should be of a high standard.

Decorative standard

- a. Room decorations to be clean, complete and of a high standard.
- b. Damaged or stained/soiled decorations are to be redecorated, preferably when the residents are still resident to avoid disruption. Alternatively decorations should be sorted out at the time of the void.

c. Woodwork items e.g. skirting boards, frames, architraves, doors and windows etc. are to be washed down prior to new lettings, but redecorated where poorly decorated.

d. Polystyrene tiles to be removed from all ceilings and walls and the walls and ceiling adequately repaired or replaced with durable material.

e. All habitable rooms to have heavy curtains or blinds that are in good condition. Velux windows to be fitted with factory made roller blinds.

Power Heating and Lighting

a. Heating minimum requirement is night storage heaters to all habitable rooms (including bathrooms and kitchen diners) connected to an off peak electric "Economy 7" meter but preferably a full gas fired central heating system. "Economy 7" units to be fitted with power booster or separate wall panel. Where properties are electrically heated a higher standard of insulation will be required.

b. Heating system to be fully serviced, in good condition, inspected and certified by British Gas or registered Gas Safe contractor. Landlord or provider shall have in place a 3 Star Gas heating contract with British Gas (or equivalent with a registered Gas Safe servicer) for the full term of the lease, costs to be met by landlord or provider.

Landlords must, by Law, ensure that gas appliances are maintained in good order and checked for safety by a Gas Safe registered engineer at least every 12 months. They must also keep a record of the safety checks and issue a certificate to the resident. When a resident moves into rented accommodation the landlord must provide resident with written proof of safety checks.

c. Gas central heating is to be the preferred means for heating with the recommended type being a gas fired boiler system with convector radiators. Radiators and pipe work to be secured to the walls.

d. Bolts to be fitted on storage, meter and airing cupboards. Where practical, boilers should be boxed in.

e. A combination of both systems will be acceptable.

f. Solid fuel heating system non Economy 7 electrical systems and warm air systems are unacceptable.

g. Mains-wired or battery operated carbon monoxide detectors to be fitted where there is a gas appliance in the property.

h. Off peak "Economy 7" heating is essential for immersion heaters where gas central heating is not provided. Electrical installations shall have a complete test certificate stating compliance with electrical regulations for electrical installations.

- i. Fittings: sockets and switches shall be in good condition without cracks and firmly secured to their appropriate back boxes.
- k. All lighting shall be covered and all strip lights to have shatter proof covers.
- l. Power points as a safety precaution are not to be located over and around sinks or cooker with a minimum of 600mm distance away from the tap.
- m. Electric lighting in each room is to be of sufficient intensity.
- n. Internal airing cupboard with slatted shelving for clothes when fitted must be provided with all electric wiring clipped back to the wall or cupboard lining.
- o. Communal lighting to hall, stairs and external area to be operated by an independent meter not running from a resident's supply. Communal lighting to be of sufficient output.

Meters

- a. Meters, gas and electric (and water where applicable), to be provided separately for each flat or unit and be accessible 24 hours a day.

External Works, Boundaries and Fencing

- a. Boundaries of the property must be clearly defined and protected by walling or fencing including lockable rear access entrances where provided. Walling or fencing to be well maintained.
- b. Garden to be well maintained with vegetation to be cutback upon submission or re-submission of property. No ponds or greenhouses in gardens.
- c. All external woodwork, including door and window frames to be in good order and weatherproof.
- d. Access covers over manholes, service ducts to be flush with pavement and of no danger to pedestrians.
- e. Any yard and path should have an even surface and not present a trip hazard.
- f. Refuse bin to be allocated to each property where possible. The preferred location for bins is the front of the building where property is situated within a block of flats. If flat within a converted house, an outside bin needs to be provided. The location is to be clean, hygienic and in an unobtrusive position. In houses, bins should be kept at the rear of the property and the applicant provided with details about refuse collection days and advised to put the bin at the front of the property for the purposes of collection on those days.

Security

- a. All external doors to be fixed with a latch and dead lock as minimum.

b. All windows to be fitted with locks and restrictors.

Housing Health and Safety Rating System (HHSRS)

From 6 April 2006, the fitness standard in the 1985 act was replaced by a new evidence-based assessment of risks to health and safety in all residential premises (including HMOs) carried out using the Housing Health and Safety Rating System (HHSRS). Part 9 of the 1985 Act is retained with amendments, to deal with hazards for which demolition or area clearance is the most appropriate option.

Action by the local authority is based on a three – stage consideration: i) the hazard rating determined under HHSRS;
ii) whether the authority has a duty or power to act, determined by the presence of a hazard above or below a threshold prescribed by Regulations (Category 1 and 2 hazards): and iii) the authority's judgement as to the most appropriate course of action to deal with the hazard.

The purpose of the HHSRS assessment is to generate objective information in order to determine and inform enforcement decisions. HHSRS allows for the assessment of 29 categories of housing hazard and provides a method for rating each hazard. It does not provide a single rating for the dwelling as a whole or, in the case of HMOs for the building as a whole. A hazard rating is expressed through a numerical score which falls within a band, ranging from A to J. Scores in Bands A to C are Category 1 hazards. Scores in Bands D to J are Category 2 hazards. If a housing authority considers that a Category 1 hazard exists on any residential premises, they have a duty under the 2004 Act to take appropriate enforcement action in relation to the hazard. They also have a power to take particular kinds of enforcement action in cases where they consider that a Category 2 hazard exists.

The HHSRS assessment is based on the risk to the potential occupant who is most vulnerable to that hazard. For example, stairs constitute a greater risk to the elderly, so for assessing hazards relating to stairs they are considered the most vulnerable group. The very young as well as the elderly are susceptible to low temperatures. A dwelling that is safe for all those most vulnerable to a hazard is safe for all.

Basement flats, the sole entrance to which is at basement level, receive a high risk category because potentially, an over 60 year-old (an HHSRS category) could use the flat, either by occupying or visiting. We need to be able to demonstrate that we have minimised the risk at this type of property as far as possible. The Environmental Health Officer or the Quality Assurance Officer may flag the property on their reports as 'not recommended for persons over 60 years of age', or other relevant category. Local authorities may treat certain properties in the same way as they treat 'sensitive lets', and only offer them to certain categories of people. The inspecting officer may prescribe any or all of the following actions dependent on the categories:

- Iridescent nosing strips on each stair (there are guidelines about this)
- Movement sensor light illuminating the stairs
- Hand-rails to both sides of a stairway

- Non-slip surfacing to the top of each stair

Please note that the actions that may be asked for above do not change the risk category for the property, but local authorities will have taken demonstrable, pro-active action to minimise the risks to users and clients. EHOs in all boroughs will already be aware of these high-risk properties, so it is in landlords' interests to do the works (regardless of whether it is TA or not). Landlords should be encouraged to do works pro-actively in advance of an inspection.

Energy Performance Certificates

- a. For all properties an Energy Performance Certificate (or EPC) is required. It is the responsibility of the landlord to have a valid EPC to show to prospective tenants. The EPC must be given to the eventual tenant.
- b. The certificate provides a rating for the building, showing its energy efficiency. The ratings are similar to those found on products such as fridges and are standard so the energy efficiency of one building can easily be compared with another building of a similar type.
- c. For homes, two ratings are shown.

The **energy-efficiency** rating is a measure of a home's overall efficiency. The higher the rating, the more energy-efficient the home is, and the lower the fuel bills are likely to be.

The **environmental impact** rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions - the higher the rating, the less impact it has on the environment.

- d. Each rating is based on the performance of the building itself and its services (such as heating and lighting), rather than the domestic appliances within it. This is known as an asset rating. The certificate also lists the potential rating of the building if all the cost-effective measures were installed.
- e. The ratings will vary according to the age, location, size and condition of the building. The potential rating on the certificate will take these factors into account, and the suggested measures will be tailored so that they are realistic for the particular building.
- f. The property should have an energy efficiency rating no lower than D. If the rating is lower than D, then the landlord must put into place the recommendations needed to get it at least a D rating.

Fire Safety

- a. Hard-wired smoke alarms shall be fitted inside the property in position to give adequate warning to all occupants. Alternatively, 10 year lithium battery operated alarms.

- b. A fire resistant door complying with current recommended fire safety standards must be fitted to all kitchens.
- c. In blocks of flats, the common parts should be clean and tidy, in a reasonable state of repair and free of combustible materials.
- d. The means of escape should be free of obstructions.
- e. Common parts should have an appropriate fire detection system and emergency lighting.
- f. Flat doors in conversions should be fire resistant and self-closing
- g. Where possible, a copy of the fire risk assessment should be provided.

The aims of the fire risk assessment are:

- To identify the fire hazards.
- To reduce the risk of those hazards causing harm to as low as reasonably practicable.
- To decide what physical fire precautions and management arrangements are necessary to ensure the safety of people in your premises if a fire does start.

Appendix 2 – Kensington and Chelsea management standards

Day to Day Management

- To keep all structural parts and the exterior of the Premises (including the roof, gutters, drains and exterior pipe work) in a reasonable state of repair.
- At all times to keep the Premises free from damp and from fungi or other infestation that materially affect the property.
- To keep any stairways corridors or entrance halls or other communal areas that service the Premises properly cleaned and lighted and adequately maintained at all times.
- To keep in repair and proper working order all installations in the Premises for the supply of water gas and electricity including basins sinks baths and sanitary apparatus but not including other fixtures fittings and appliances for making use of the supply of such services.
- To keep in repair and proper working order the installations for the heating of water and the heating of the main living room of the Premises save that where a central heating system exists to maintain this by way of a service contract with a Gas Safe accredited contractor .
- To inspect the Premises on a regular basis and in any event not less frequently than once in every six weeks and to carry out as soon as possible any repair work shown to be necessary as a result of such inspection or which may have reasonable been requested by the Council or the occupier of the Premises.
- To notify the Council immediately following identification of any damage caused by the sub-licensee.
- To keep the Premises fully insured with an insurance company of repute in the full reinstatement value and if so requested by the Council to produce the receipt for the current premium as evidence of payment. Such insurance shall also contain adequate provisions for Public/ Third Party liability at all times throughout the period the property is available to the Council for letting. A copy of insurance certificates shall be available for inspection by the Council at 24 hours notice.
- To carry out at the providers expense all appropriate internal redecoration of the Premises if requested by the Council at the end of any sub-Licence of the Premises provided that if the premises have been redecorated at the providers expense during the preceding 24 months any such further redecoration shall be at the Council's expense.

- To pay and discharge and indemnify the Council in respect of all existing taxes rates and assessments including water rates which may be payable on the Premises or in respect of the providers interest in the Premises (but not including those which are the responsibility of the occupant under the Sub-Licence).
- To attend or arrange for a competent agent to attend at the Premises at the commencement of the operation of any new Sub-Licence of the Premises at such reasonable time and for such reasonable period as may be required by the Council so as to explain the method of operation of any switches controls and locks affecting the Premises or equipment within the Premises.
- To provide an information folder for the tenant detailing the responsibilities of the provider and the responsibilities of the occupier. The pack should contain detailed information on local services and amenities, including the address and contact details for the local authority and how to make a claim for council tax benefit, and the address of the local Department for Work and Pensions. Contact details for repairs and maintenance (including emergency repairs service) together with a copy of relevant gas and electricity safety certificates and details of the local water and sewerage authority. Information pack should also include the provider's complaints procedure and a location map for the provider's offices.
- To undertake at the providers expense the changing of any door locks to the Premises where specifically and reasonably requested to do so by the Council. Lock changes arising as a result of a loss of keys by the occupant will not be payable by the Council.
- To provide or renew such basic furniture and furnishings within the Premises as may be required by the Council suitable to the size of the property/number of occupants as follows:

Carpets/ appropriate flooring throughout

Heavy Curtains or blinds to all living and bedrooms

Beds for the number of occupants

Cooker

Fridge with icebox or fridge/freezer

Table & Chairs

Three Piece Suite/ Sofa/ Easy Chairs

Wardrobes to each property

For unfurnished properties:-

Carpeting/appropriate flooring throughout the property.

Cooker

Blinds or curtains to each window (unless obscured glass is fitted)

- Throughout the licence period to indemnify and keep indemnified the Council against any claim for costs, proceedings, claims and demands in respect of any or all malicious damage or other damage howsoever caused to the property.
- To ensure the property complies with current health and safety and fire regulations.
- To provide to the Council prior to the acceptance of any property under the scheme, copies of current NIECIC electricity (or other recognised electricity safety certificate) test certificates and Gas Safe Register gas certificates, together with the energy performance certificate (EPC) and the property checklist signed and dated, confirming the property meets the standards laid down by the Council. To provide to the Council **prior** to the acceptance of any property at the start of the scheme and on subsequent re-lets, copies of current NIECIC electricity test certificates and Gas Safe gas certificates and the energy performance certificate, together with the property checklist signed and dated, confirming the property meets the standards laid down by the Council. The provider must also provide to the Council a copy of the lease agreement between the provider and the landlord.
- To grant exclusive occupation of each property specified under this agreement to the person or persons granted a licence by the Council to occupy said property.
- At least two sets of keys should be made available to new tenants. The cost of any additional set(s) of keys will be the responsibility of the tenant.
- To provide a receipt to the tenant for keys handed back and to retain a record of this, sending a copy of the receipt to the Council for its records.
- The provider will, when requested to do so by the Council serve such notices or other documentation on tenants within agreed time frames contained in individual email notification from the Council, specific to that property.
- The provider will provide meter readings to the Council at the date the Council is informed the property is available for letting.
- The provider will ensure that a representative of the company attends all evictions at the notified time the eviction is scheduled to be executed, the provider must notify the Council within 24 hours of the eviction date of the named officer who will be attending the eviction.

- In cases where a representative of the company fails to attend an eviction at the notified time, the Council will terminate its financial responsibility for the licence costs of such property as at the intended eviction date. Where an eviction needs to be rearranged due to the failure of a representative of the provider to attend, the Council will undertake to re-arrange the eviction and will bear the costs of issuing the warrant.
- The provider covenants not to dispose by way of transfer, assign, sale or any other method his interest in the property without the express permission of the council to any such transaction.

Repairs Performance

Accommodation providers are responsible for carrying out repairs and maintenance to properties and for operating a repairs reporting service for tenants. Repairs are to be classed into three categories as follows:

Priority A (emergency repairs):

- Emergency repairs must be made safe within 24 hours or no later than the next working day.
- Procedures must be in place by the provider to meet emergency repairs that may occur outside normal working hours, on weekends or public holidays.
- If an emergency arises outside normal working hours, it is the responsibility of the provider to ensure that appropriate repairs are carried out in line with health and safety standards.

Priority B (urgent repairs), which must be completed within five working days

Priority C (general repairs), which must be completed within 28 working days.

The following three lists outline the Priority A, B and C repair functions. Repair obligations, which are not mentioned here, but are considered the responsibility of the landlord/provider, will also need to be completed within a period of time which the Council will determine to be reasonable. **Please Note: repairs and appointments to carry out repairs should all be made through the provider even when the responsibility for the work lies with the owner/landlord. On no occasion should responsibility to make arrangements be passed on by the provider to the owner/landlord or tenant.**

Priority A Emergency: Maximum time for completion is 24 hours

- Drinking water
- Heating (between 1st November –30th April)
- Electrics unsafe
- Flooding
- Blocked drains and sanitation
- No lights or power

- No lighting to communal areas (complete failure)
- Dangerous electrical faults (exposed wires, overheating of switches or sockets, flickering lights)
- Burst pipes, defective tanks or serious leaks causing flooding
- Blocked drains or blocked toilets
- Gas leaks (normally reported to British Gas)
- Dangerous structures – floors, ceilings, walls etc.
- Removal of racist or sexist graffiti, or graffiti of an offensive nature to gay men and lesbians
- Provision of temporary heating to vulnerable households, such as people with young children and people over the age of 65.
- Replacement of missing or badly damaged manhole covers
- Replacement of broken toilet pan

Priority B: Maximum time for completion five working days

- Blocked waste pipes (other than toilets: see above)
- No cold water supply to bath and basin
- Restoring heating and/or hot water (temporary heaters shall be supplied by the provider where necessary)
- Temporary repairs to cover defective flat at or pitched roofs where there is serious water penetration
- Mending minor leaks on water pipes
- Repairing leaking cone/soil joints to toilets
- Repairing leaks to soil pipes/soil vent pipes generally
- Repairing or renewing ball valves (overflows, water hammer)
- Repairing defective extractor fan (internal bathroom/kitchen only)
- Replacing broken wash hand basin
- Repairing defective entry-phone system
- Restoring flush to toilets
- Broken fridge/freezer
- Leak/damage patch
- Infestations
- Broken glazing
- Blocked down pipes/guttering

Priority C: Maximum time for completion 28 working days

- Re-securing wash basin
- Repairing blocked and/or damaged rain-water gutters and pipes
- Replacing glazing to communal areas
- Replacing chimney pot or cowl
- Replacing fittings to windows and /or external doors
- Mending faulty taps
- Replacing zinc or lead flashings
- Replacing ridge/eaves tiles and cement filets
- Replacing or repairing internal fire doors
- Replacing defective fire bricks or parts for open fires
- Repairing and/or replacing fittings for metal casement windows and doors
- Replacing window sash fastener/sash cord

- Replacing rotten or defective flooring
- Replacing toilet cistern
- Replacing waste trap or fitting
- Repairing faulty stop valve or drain down cock
- Replacing bath
- Replacing kitchen units (including sink units/taps)
- Replacing external doors
- Replacing window/frames
- Dry lining condensation treatment
- Repairing or replacing wall tiling/splash backs
- Replacing loose or defective flooring (not dangerous)
- Fixing or replacing air bricks
- Repairing or renewing tile surrounds
- General brickwork repairs (rebuilding piers, boundary walls)
- Repairing or replacing stone, concrete, tile or wooden window sills
- Repairing timber staircases (not dangerous)
- Replacing or repairing external fascia/soffit/barge boards
- Repairing or replacing fencing/gates
- Redecoration following repair works
- Replacing gully grid
- Plaster repairing gully grid
- Plaster repairs to ceilings or walls
- External rendering
- Repairing internal floor screeds
- Repairing external floor screeds
- Repairing external paving/concrete aprons

Harassment Policy

Harassment is a serious breach of your resident's property agreement and should be treated as a separate issue to that of nuisance. You should adopt a victim-centred definition of harassment, and the matter should be investigated as such. All reported incidences of harassment should be fully investigated; the onus of proof should not be placed on the victim.

You should strongly advise your resident to report racist incidences to the Police. Staff should offer support and, if asked, be present whilst the matter is reported to the Police. If a transfer is seen as the only solution, priority should be given to these transfers.

Definitions of harassment include:

- Verbal abuse
- Damage of property or threats to damage property
- Arson or attempted arson
- The sending of threatening and/or abusive correspondence
- The making of threatening and/or abusive telephone calls
- Unprovoked assaults
- Repeated vandalism

- Harassment by animals
- The placing of rubbish, paint, excrement and/or any other noxious or offensive-substances, through any opening or on any internal or external part of the dwelling house
- Demanding money accompanied by threats of abuse, oral or physical.

Victims of harassment should be dealt with sympathetically and in confidence. You should keep these reports in one central location and update the file at every stage of the investigation/action.

Domestic Violence Policy

If one of your residents is being abused by a person they live with or by someone they have been associated with, e.g. an ex-partner, they have the right to leave their home and be entitled to emergency or temporary accommodation. Their rights to return to the home or to keep their tenancy are not affected.

The Council should advise all residents that, in an emergency, they may contact the police, Social Care Services or the Samaritans who can put them in touch with an appropriate local aid organisation or for refuge and support.

Refuges can provide safe temporary accommodation for single people, parents and their children who are experiencing or fleeing domestic violence. There are refuges for specific cultural or ethnic, gender specific, or single sex orientation backgrounds and some are adapted for disabled use. Refuges are available 24 hours a day.

There are a number of ways residents can report instances of domestic violence. This can be either by telephone, in writing or by visiting your offices. When a resident reports an instance of abuse they should be seen by an officer of the same sex and an interpreter should be present if necessary. If it is not practical to see a resident straight away then a home visit or another office appointment should be made within 24 hours of the initial contact.

The resident(s) should be advised that all information provided is treated in the strictest confidence. It should be established during the first interview whether they can remain living at their current address or if emergency accommodation is more suitable. The person conducting the interview should do so in a sensitive manner and give advice sympathetically. They should try to gain as much information as possible from the resident.

Any resident fleeing domestic violence is entitled to advice about finding somewhere to live, as they are homeless due to domestic violence.

If the resident is the perpetrator of domestic violence, the Council is at liberty to decide to follow the Warning and Discharge procedures below.

Warning and discharge procedures

It is imperative that the Council maintain full control of warning and discharge procedures.

Where a complaint is made about a tenant, the provider shall adhere to the following process:

Once a complaint has been received, or the provider has cause to complain, the provider will issue a warning letter to the tenant providing full details of the complaint and/or an accurate account of the incident. The letter to the tenant should make clear that this first warning has been copied to the Temporary Accommodation Team.

Prior to warning a tenant about their behaviour, or discharging duty and serving a Notice to Quit, the Temporary Accommodation Team must interview the tenant (or, at least, offer the opportunity). This is to allow the tenant an opportunity to counter any allegations made against them or to offer an explanation for their behaviour. Records must be kept of the interview. Any supporting evidence relating to an allegation must be kept on file.

The warning and discharge procedure proceeds in the following order:

- First Warning;
- Final Warning;
- Discharge of Duty and eviction procedures

If the grounds are deemed sufficiently serious, for instance, verbal abuse or severe noise and nuisance, the Council may go straight to a Final Warning. Or, if matters are more serious (e.g. proven criminal activity), the council may simply discharge if it finds the tenant's account unsatisfactory.

Warnings last for a one year period, after which they may no longer be taken into account in these procedures (although they should always be kept for reference).

Warning letters should state the section under which the warning is in effect (i.e. the duty legislation) and warn the tenant that they may not be eligible for further Council housing if they are deemed to have made themselves intentionally homeless as a consequence of their behaviour. An extract from the appropriate property agreement should be quoted to demonstrate that the tenant is in breach of this agreement. Copies of any correspondence must be kept on the Council's file for future reference.

➤ A note about duties

Prevention cases – Where a tenant has been accommodated temporarily whilst pending a hostel cases, it is advisable to follow the warning route (not discharge obviously) as it is a fair process. Any warning letter should remind the tenant about the terms under which they are accommodated. Harsher procedures (such as immediate evictions) may lead to the failure of prevention policies.

Section 188 – Should a case reach the discharge stage, it must be remembered that the case may still be accepted under Section 193, and further accommodation may have to be provided. Warnings made under Section 188 are no longer valid when a case is accepted under 193.

Section 193 – The discharge and offer letters should state the right of review under Section 202 – Discharge letters should be sufficiently detailed demonstrating the history of poor behaviour, including dates and incidents, and copies of previous warning letters.

Nb. Section 198 cases are actually Section 193 cases until the duty is transferred.

Household Complaints

The first point of contact for households should be the provider that is dealing with the property. All providers are required to have a complaints procedure and to fully investigate and respond to all complaints. If a household considers that their complaint has not been dealt with satisfactorily by the provider, then they may contact the appropriate temporary accommodation team for further investigation.

The Council shall deal with the complaint according to its own internal procedures. However, the provider must be given a reasonable opportunity to resolve the complaint before the local authority gets involved in a formal process.

Landlord Complaints

All landlord complaints should be made via the provider. However, complaints about a provider should be referred to the procurement team.

Home Visits

The landlord or managing agent will visit the property at least every six weeks. The visit will incorporate, as a minimum, an occupancy check and a check on the condition of the property.