



Falkirk Council
Corporate & Housing Services

LANDLORD INFORMATION PACK

AND

APPLICATION FORM

If you have any queries regarding this scheme or wish to return a completed Application Form, please contact the **Private Sector Team** in one of the following ways:

By telephone 01324 590797 (option 2)

By email privatesector.housing@falkirk.gov.uk

By letter Falkirk Council
Corporate & Housing Services
Private Sector Team
The Forum
Callendar Business Park
Falkirk
FK1 1XR

By fax 01324 501409

INTRODUCTION

Falkirk Council has identified the need for additional temporary accommodation for use by homeless households.

The Private Sector Leasing Scheme (PSL) is being re-launched by Falkirk Council to lease accommodation from registered private sector landlords within the Falkirk Council area.

Properties leased under the scheme will be used as temporary accommodation for homeless people. Falkirk Council will sub-let these properties through an Occupancy Agreement.

We seek to procure temporary accommodation from private sector landlords by entering into a minimum 3 year lease.

An overview of PSL costs and fees are detailed within Appendix 3. Please note that fees detailed within this Pack:

1. are inclusive of VAT at a rate of 20% and are subject to HMRC changes,
2. cover the period from 1 April 2019 – 31 March 2020 and are charged annually or are applied on a pro-rata basis for the remaining year/ period of lease; and
3. new costs will apply from 1 April 2020 – 31 March 2021. Any increase in costs will be kept to a minimum and reasonable notice will be given.

The Private Sector Leasing Scheme is currently closed to new applicants. If you wish any information regarding the Scheme please contact the Private Sector Team.

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10 STEPS TO PRIVATE SECTOR LEASING

Step 1	Completed Application Form received
Step 2	Desktop exercise completed to determine if the property is provisionally suitable
Step 3	Visual property inspection arranged (if appropriate)
Step 4	Landlord advised whether property is provisionally suitable for the scheme
Step 5	Conditional offer letter issued (if appropriate)
Step 6 Steps 6-10 ONLY TO BE COMPLETED IF LANDLORD RECEIVES A CONDITIONAL OFFER FOR INCLUSION IN THE SCHEME	<p>Landlord to contact existing utility supplier to arrange installation of pre-payment meter, for gas and electricity (if appropriate). Once pre-payment meters installed, landlord should change suppliers to Scottish Power for electric and Scottish Gas for gas</p> <p>Landlord pays Falkirk Council the cost of Gas, Electric Installation Condition Report and Asbestos inspections. 2019/20 costs:</p> <ul style="list-style-type: none"> • Gas Inspection & Annual Maintenance Cover - £109.20 • Electric Installation Condition Report - £176.40 (one-off cost) • Asbestos Inspection – £66.34 (one-off cost) (includes 2 samples & £6.04 per sample thereafter) <p>Fees cover the period from 1 April 2019 – 31 March 2020. New costs will apply from 1 April 2020 – 31 March 2021. Any increase in costs will be kept to a minimum. Reasonable notice will be given.</p>
Step 7	If required, Landlord pays Falkirk Council for completion of remedial work identified as a result of inspections at step 6. This will include VAT and an admin charge @ 12.5% (maximum of £50)
Step 8	Landlord provides necessary information as detailed in the Landlord's Responsibilities – Pre-Lease section
Step 9	Landlord pays Annual Repair Fee of £497.66 to Falkirk Council
Step 10	<p>Final inspection, lease signed (landlord's witness required); bank mandate completed and keys exchanged</p> <p>Please ensure that there is a supply of gas and electricity in the property and that the respective systems are operational and have credit on the meter for the safety check(s) to be carried out</p> <p>Property must be clean and ready to occupy</p>

KEY POINTS

Property Visit

If the property is deemed to be potentially suitable for inclusion within the scheme a visual property inspection will be made. This inspection will check that the property complies with the specification as well as assessing the amenity of the neighbourhood

Following this inspection a decision will be made whether to issue a conditional offer for the property. The conditional offer letter will outline any necessary remedial work. If requested Falkirk Council can provide a price for completing the remedial work. This price will include VAT and Falkirk Council's Administration Fee of 12.5% up to a maximum of £50, for communal and landlord repairs

Contract and Lease Agreement

When a property is accepted on to the Scheme the landlord will be issued with:

Lease Agreement

Summary of Lease Terms

Schedule 1 – Outlining Repair Timescales

Lease Terms

The property will be unfurnished

Landlords will enter into a minimum 3 year lease

3 calendar months' notice is required by either party to terminate the lease

Rental Payment

As at 1 April 2019 payment to the Landlord will be equal to the Local Housing Allowance (LHA) for the property, less a 15% deduction. The monthly payment to the Landlord will be:

1 bedroom property: £309.07*

2 bedroom property: £381.45 *

* Subject to benefit changes, these payments will apply until March 2020.

Lease Monitoring

Corporate and Housing Services will monitor the lease to ensure compliance in relation to property specification, insurance, gas etc. throughout the duration of the lease

Suspension/Termination

Where the property is no longer habitable or requires major repair Falkirk Council can choose to suspend payments to the landlord with immediate effect until the property becomes habitable. Falkirk Council's Environmental Health Section will make this decision in line with current legislation. Falkirk Council may, where all parties are in agreement, remove a property from the scheme to enable the landlord to enter into a Short Assured Tenancy agreement directly with the occupant, for the purposes of securing a discharge of homelessness duty under s.32a of the Housing (Scotland) Act 1987

LANDLORD'S RESPONSIBILITIES - PRE LEASE

<ul style="list-style-type: none"> Landlord Registration was introduced Under Part 8 of the Antisocial Behaviour etc (Scotland) Act 2004 and has been a legal requirement since May 2006. The owner of the property must be registered and approved within the Falkirk Council area
<ul style="list-style-type: none"> Where applicable, please ensure you have your mortgage lenders permission to join the scheme
<ul style="list-style-type: none"> The property is not subject to any Planning or Repair Notices
<ul style="list-style-type: none"> The property must meet the Property Specification, both external & internal requirements
<ul style="list-style-type: none"> The property must be available for a minimum of a 3 year period
<ul style="list-style-type: none"> The property will be unfurnished (No furniture/No white goods/No integrated appliances/No blinds)
<ul style="list-style-type: none"> The property will be clean and freshly decorated in neutral colours
<ul style="list-style-type: none"> The property will have prepayment meters for both gas and electricity supply (Gas supply – Scottish Gas & Electricity supply – Scottish Power)
<ul style="list-style-type: none"> The landlord agrees to Falkirk Council undertaking the following work: <ul style="list-style-type: none"> Gas inspections – cost £109.20 Electric inspection – cost £176.40 Asbestos inspection – cost £66.34 (includes 2 samples & £6.04 per sample thereafter) <p>The landlord will be required to make full payment for these inspections after a conditional offer letter has been issued</p>
<ul style="list-style-type: none"> Please note that a charge of £18 may be applied for missed inspections or appointments (Gas, Electrical and Asbestos)
<ul style="list-style-type: none"> Please ensure that there is a supply of gas and electricity in the property and that the respective systems are operational and have credit on the meter for the safety check(s) to be carried out and for the final inspections/lease sign-up of the property
<ul style="list-style-type: none"> The landlord will pay Falkirk Council for necessary remedial work following gas, electrical and asbestos inspections
<ul style="list-style-type: none"> The landlord will provide a copy of the Energy Performance Certificate
<ul style="list-style-type: none"> The landlord will provide a copy of the title deeds
<ul style="list-style-type: none"> The landlord will provide written confirmation of insurance demonstrating the period and level of building insurance cover, including fixtures and fittings, on a a) defined Standards Perils basis and b) full accidental damage basis (see specimen lease at www.falkirk.gov.uk/leasing) The landlord will provide written confirmation of public liability insurance at a level of £5m.

LANDLORD'S RESPONSIBILITIES - DURING LEASE

- Pay annual repair fee of £497.66 or pro-rata basis for the remaining year/ period of lease
- Falkirk Council will carry out an Annual Gas Safety Check and provide a Gas Safety Certificate. The landlord will be required to pay for this annually at a cost of £109.20
- Pay full costs of internal or routine repairs where costs exceeds £500 per job (inclusive of VAT and admin. charge) (Falkirk Council can provide an estimate to complete all works)
- Where asbestos remains in the property, pay full costs for any identified work
- Replacement of heating, pipework and rewiring etc through wear and tear
- Repairs of a structural nature or main services
- Ensure property is wind, watertight and secure (excluding lock changes) throughout lease
- Pay factoring charges, where applicable
- Maintain, repair, replace or reinstate boundary fences, walls or hedges
- Maintenance of hedges over 1.5 metres
- Pay PAT test cost of £5.84 on appliances left in property, for example, showers or fires
- All external repairs, including those that are a result of malicious and accidental damage
- Paying for out with hours and emergency repairs in order to make them safe to prevent further damage in accordance with Health and Safety requirements
- The Landlord will be required to provide a copy of the insurance policy documents to Falkirk Council on an annual basis
- Maintenance of external paths, steps, access-ways and driveways remain the Landlords responsibility throughout the lease

PROPERTY SPECIFICATION - EXTERNAL

Structure

- The property's structure and exterior including roof, chimneys, rhones/ downpipes, walls, stairs, lifts, access ways, windows, doors, drainage and external fabric, whether owned solely or shared, must be in a good condition

Noise

- Where there are excessive noise levels (e.g. by main road, rail lines, and adjacent noise producing commercial premises) noise insulation measures should be provided by the landlord e.g. double-glazing. If you think this may be an issue, please contact the Environmental Protection Unit on 01324 504982 for advice/information

Security

- Adequate front and back external lighting must be fitted to the property
- Windows in accessible locations should be provided. Windows located on 1 and 2 storeys should, where possible, have locks on window. Where locks are present and keys interchangeable, 3 x keys should be provided. Window locks are not required on 3 storey or above properties

Refuse

- Adequate and suitable facilities (e.g. wheelie bins) must be provided for the storage and disposal of refuse

Gardens, yards & access

- Maintenance of the following areas remains the Landlord's responsibility throughout the lease: external paths; boundary fences, walls and hedges; steps; any communal gardens; access-ways and driveways which must be in good condition, level and well drained.
- All boundaries must be clearly defined. You may be requested to erect a suitable boundary e.g. wall, fence, hedge etc. Only grass areas and hedges owned solely by the leased property will be maintained by Falkirk Council (where appropriate)
- Garden ponds must be emptied and filled in to make them safe
- Greenhouses must be removed
- Garden Shed or Garages must be emptied and secured. The key will be kept by the Landlord
- No iron spiked railing
- Safety (and the presence of external lighting) shall be considered where access is via a rear alleyway/external stairs. If a lockable gate is present, 3 keys to be provided
- Closes are expected to have:
 - An operational Door Entry System (front door - 3 keys and or fobs to be provided)
 - A lockable rear door (3 keys and or fobs to be provided)
 - Be well maintained and adequately lit

PROPERTY SPECIFICATION - INTERNAL

Structure

- Internal walls, ceilings and floors, must be in good condition and free from defects

Staircases & Balconies

- Steps must be level and even in depth and width
- Staircases must have suitably constructed handrails

Windows

- Windows must be in good working condition and be able to be open/ shut and cleaned easily
- Safety/ restrictor catches must be provided to all windows to restrict opening to 100mm maximum. Not required for windows that only open at the top. The safety catches must be able to be overridden to allow the window to be opened as a means of fire escape
- Low-level window glazing (less than 800mm above finished floor level) must be impact resistant. You can achieve this by replacing non-compliant glass with safety glass, applying safety film or fixing permanent screen protection
- All WC and bathroom windows must be provided with obscure glass
- All ground floor level windows must have a lock where locks are present and interchangeable 3 keys must be provided

Doors

- Doors shall be of suitable size with sufficient headroom
- All Internal doors require to be flush panel doors (glazed panels are not acceptable)
- Where doors open onto a wall, doorstops should be fitted to protect walls from damage
- Any mirrored doors/mirrored wardrobe doors must be replaced with flush panel doors
- **Please note** that if damaged and needs to be replaced both external and internal doors will be replaced to the Council standard. This will be at the sole discretion of Falkirk Council

Lighting

- Adequate natural and artificial lighting must be provided to all habitable rooms, stairways, circulation spaces and shared parts

Ventilation

- Adequate permanent ventilation must be provided to all habitable rooms (a suitable opening window will achieve this)
- Adequate permanent ventilation is to be provided to kitchens and bathrooms - if there is no window, mechanical extract ventilation must be provided

INSTALLATIONS

General

- Installations for the supply of gas, electricity and water must be in good repair and in proper working order
- A full, efficient heating system must be provided. This system must be controllable and be capable of maintaining 21°C in living areas and 18°C in bedrooms when the external temperature is 10°C. Your Manufacturers leaflet will detail this information
- Manufacturers Manual must be provided for Central Heating Systems (where present) or Fires (limited circumstances apply)
- Prepayment gas and electricity meters must be installed. The supply must be with Scottish Gas and Scottish Power respectively
- Meters must be accessible at all times
- Cavity wall insulation and/ or loft insulation (minimum 270mm) should be installed/ present. For advice or assistance contact the Home Energy Scotland advice centre on Tel: 0808 808 2282 or Falkirk Council's Energy Team on 01324 590797 (option 2).
- EPC to be provided – highest preference will be given to properties with C rating and above

Gas

- If the heating system is gas, an annual service/maintenance fee will be payable at a cost of £109.20. Portable gas heaters are not acceptable
- Gas cookers and hobs are to be removed from the property
- Gas fires must be removed **OR** capped and soldered under the floor and left in situ. The only exception is a fire and back boiler and combination

Electric

- An Electric Installation Condition Report must be completed and provided by Falkirk Council at a cost of £176.40
- Must comply with all statutory requirements and guidance in relation to private rented properties, including (but not limited to) 1) detection and warning of fires, 2) the detection of carbon monoxide and provision of carbon monoxide alarms, 3) electrical installations and appliances. **Further information is available on Private Rented Housing Panel website**
- Where the heating source is electric the system must be adequate to heat the property
- An electrical isolator trip switch must be provided
- Adequate electrical sockets must be provided throughout (relevant to room size)
- Please ensure there is an electrical cooker control unit, with suitable outlet in place
- If an electric heater is present, it must be a wall-mounted convector heater and connected to a fused spur. Portable electric heaters are not acceptable. An initial charge of £5.66 will be payable for a portable appliance test (PAT). Thereafter a PAT may be required to be carried out annually at the landlord's expense.
- Electric fires can be removed, left in situ and electrically isolated or left in use at the

discretion of Falkirk Council

- If being left an initial charge of £5.84 will be payable for a portable appliance test (PAT). Thereafter a PAT may be required to be carried out annually at the landlords expense
- If the fire breaks down during the lease, the fire will be isolated and not fixed.

Water

- A mains supply of drinking water must be provided to the kitchen sink
- Water storage tanks must be properly housed, insulated and covered with a lid

Kitchen Facilities

- Kitchen units must be in good condition and in good working order
- Space for a free-standing cooker (minimum 600mm) with a splash back (600mm wide x 725mm high) installed
- The sink with integral drainer, should be set in a suitable base unit and joints sealed with silicone sealant
- Constant hot and cold water supplies to the sink
- Water resistant work surface properly sealed
- Sink unit waste should be directly connected to the external drain
- Both hot and cold water supplies should have an isolating valve (to allow repairs)
- Sufficient work surfaces either side of the cooker
- Waste pipes and taps to be defect free, no leaks or drips. Taps to be easy to operate
- Adequate storage cupboard and electrical sockets, suitable to meet the needs/ size of the property and number of occupants. Sockets situated behind washing machines should have a pole switch above.
- Plumbing/ fittings to allow the installation of a washing machine
- Gas Cookers and Electric cookers (see respective sections (gas and electric) of the internal Property Specification)

Bathroom & WC Facilities

- Main bathrooms must not be accessed through bedrooms except for studio and one-bedroom flats where the bathroom is en-suite
- Bathroom facilities must be free from defects and in good working order
- Facilities must consist of a toilet pan, seat and cistern, wash hand basin and a fixed bath or shower. All facilities must have a supply of hot/cold water, as appropriate, with direct connection to a drainage system
- Where an over-bath shower is present, tiling or alternative surface must be provided to protect the wall. It must be properly sealed and of a sufficient height (1.8m plus). A **shower curtain** must be provided.
- If the shower breaks down during the lease, the shower will be isolated and not fixed.

Falkirk Council will return the shower to the landlord in this condition

- Baths and wash hand basins must be properly sealed with silicone sealant
- WC's must have a wash hand basin located on the same floor, however WCs located off a kitchen must have a wash hand basin in the same room
- Plug and chains must be fitted (where appropriate)
- Slip bolt fitted on door

Please note *that if damaged beyond reasonable wear and tear the kitchen or bathroom will be replaced to the Council standard. This will be at the sole discretion of Falkirk Council*

Decoration & Finishes

- The property must be decorated in neutral colours throughout
- Internal decoration must be clean and free from soiling, staining and tear damage
- Wall surfaces must be painted and/or papered with paintable wallpaper approved by the council. If damaged during the let, the walls will be repaired, repainted and returned in a reasonable condition
- Floors must be secure, clean and free from trip hazards
- Wood must be free from rot and painted to a reasonable standard with gloss paint or varnished

Contents & Furnishings

- We do not require furniture to be left in the property. If your property is accepted for the scheme then you must arrange to have all furniture, white goods and integrated appliances removed
- Floor coverings can be left in the property, if in an acceptable standard and permission is granted.

Please note *that if damaged during the let these will not be replaced/ renewed at the end of the contract*

Fire and Carbon Monoxide Safety

- Must comply with all statutory requirements and guidance in relation to private rented properties, including (but not limited to) 1) detection and warning of fires, 2) the detection of carbon monoxide and provision of carbon monoxide alarms, 3) electrical installations and appliances. **Further information is available on [Private Rented Housing Panel website](#)**
- Deadlocks to flat/ house entrance doors are only acceptable, with internal thumb-turns
- Flat entrance doors (within conversions), which lead off the communal staircase, must be fire resistant (conforming to BS 476) and fitted with suitable self-closing devices
- The property must have a fire escape route allowing for an internal means of escape to an area of lower fire risk. For advice log onto:
<http://www.centuralscotlandfire.gov.uk/your-home>

Asbestos

- All properties offered to the council must have an asbestos management survey completed by Falkirk Council at the cost of the owner. A payment of £66.34 (includes 2 samples & £6.04 per sample thereafter) will be required before a survey can be arranged

- An Asbestos Management Survey will not be required for properties built after 2000
- Where asbestos remains in the property the landlord will be responsible for costs of any identified works
-

Dampness/Rotworks/Woodworm

- The property must be free from dampness. This includes rising damp, penetrating damp and condensation
- The property must be free from rot and woodworm

FALKIRK COUNCIL’S RESPONSIBILITIES – DURING LEASE

<ul style="list-style-type: none"> • Internal routine repairs up to the value of £500 per job (Falkirk Council will not be responsible for any costs where a repair costs more than £500)
<ul style="list-style-type: none"> • Authorising rent payments to Landlords
<ul style="list-style-type: none"> • Letting tenancies, managing the tenancy and managing anti-social behaviour
<ul style="list-style-type: none"> • Managing repairs
<ul style="list-style-type: none"> • The property, at the end of the lease, will be returned in a reasonable condition, allowing for wear and tear. • Replacement fixtures and fittings will be replaced with the standard council packages. This will be at the sole discretion of Falkirk Council
<ul style="list-style-type: none"> • Internal repairs as a result of malicious damage caused by the occupier, occupants of the property as well as guests visiting the property, with the exception of those categories detailed within the lease at clause eleventh See www.falkirk.gov.uk/leasing for a sample copy of the lease (refer to Appendix 1)
<ul style="list-style-type: none"> • Internal repairs as a result of accidental damage caused by the occupier, occupants of the property as well as guests visiting the property, with the exception of those categories detailed within the lease clause eleventh. See www.falkirk.gov.uk/leasing for a sample copy of the lease (refer to Appendix 1)
<ul style="list-style-type: none"> • Responding to (at the Landlords expense) out-with hours and emergency landlord responsible repairs in order to make them safe to prevent further damage in accordance with Health and Safety requirements. This includes External Repairs (refer to Appendix 1)

How Falkirk Council Will Manage Repairs

Repairs
<ul style="list-style-type: none"> • If a repair is identified which falls within the landlord's responsibility Falkirk Council will contact the landlord and notify them of the repair
<ul style="list-style-type: none"> • If the repair is gas or electrical and the landlord chooses to appoint their own contractor, Falkirk Council will complete a safety check at the expense of the Landlord
<ul style="list-style-type: none"> • If the repair is a Communal Repair, the landlord should contact their Property Factor to progress the works or arrange the works in compliance with legal requirements. Further information on progressing common repairs can be found at www.falkirk.gov.uk/privatesector (please see Landlords page, Scheme of Assistance page)
<ul style="list-style-type: none"> • In most cases, Falkirk Council will provide the landlord with an estimate to complete the repair work. The estimate will include an Administration Fee of 12.5%, up to a maximum of £50. The landlord can choose to accept this estimate or arrange for their own contractor to complete the work. Where an estimate, is provided, the landlords must confirm within 24 hours for an Emergency Repair or, within 3 days for any other repair category, if they wish to appoint Falkirk Council as the contractor, otherwise the landlord will be deemed responsible for arranging to carry out the repair as per Appendix 2.
<ul style="list-style-type: none"> • If the landlord chooses their own contractor the landlord must arrange access to complete the repairs with Falkirk Council. Falkirk Council reserves the right to inspect the repair. Where the landlord fails to complete the repair on time, Falkirk Council will have the right to carry out and complete the repair recovering costs from the landlord. Falkirk Council will raise and issue an invoice to the landlord for payment within 14 days of receipt. (Information on our Debt Recovery process can be accessed on at : www.falkirk.gov.uk/privatesectorhousing (please see Home Owners page, Factoring page)
<ul style="list-style-type: none"> • Where the landlord requests Falkirk Council to carry out this work, the landlord will be required to sign a mandate authorising the work. Falkirk Council will raise and issue an invoice to the landlord for payment within 14 days of receipt. (As above, information on our Debt Recovery process can be accessed on at : www.falkirk.gov.uk/privatesectorhousing)
<ul style="list-style-type: none"> • Where a repair does not clearly fall into either the landlords or Falkirk Council's responsibility, Falkirk Council will discuss the handling of the repair directly with the landlord on a case by case basis
<ul style="list-style-type: none"> • Where an out of hours/emergency repair is required Falkirk Council will respond to the landlord responsible repair in order to make the property safe and prevent further damage in accordance with Health and Safety requirements. The landlord will remain responsible for paying any costs incurred by Falkirk Council (as per

<p>standard schedule of rates) where action is required. Given the nature of these repairs, the landlord will not be required to sign a mandate authorising this work. Should repairs of this nature arise, Falkirk Council will notify the landlord, raise and issue an invoice to the landlord for payment within 14 days of the works being completed and passed to the Private Sector Team</p>
<ul style="list-style-type: none"> • The landlord must comply with the same timescales as those used by Falkirk Council. These are detailed on Appendix 2
<ul style="list-style-type: none"> • In the event that a landlord does not complete a repair within the designated timescales, Falkirk Council will have the right to complete the repair and recover costs from the landlord. This will include an Administration Fee of 12.5%, up to a maximum of £50. Alternatively, Falkirk Council may choose to give notice to the landlord to terminate the lease
<ul style="list-style-type: none"> • In the event of a dispute regarding a repair, resolution will take place by initially escalating the matter to the Director of Corporate & Housing Services or their appointed officer. If the dispute remains unresolved it would be referred to an independent surveyor appointed by the Council and ultimately to arbitration

Access and Handing Properties Back

<p>Access</p>
<ul style="list-style-type: none"> • Please contact the Private Sector Team directly to arrange access to undertake a landlord responsible repair within the advised repair timescales (Appendix 2)
<ul style="list-style-type: none"> • Please contact the Private Sector Team directly should you require to access the property. Access will be allowed for any purpose that Falkirk Council considers to be reasonable, (e.g. to undertake repairs or property valuations). Falkirk Council will use all reasonable endeavours to facilitate access within 7 working days. Access will be at a mutually agreed date and appointment time.
<p>Handing a Property Back</p>
<ul style="list-style-type: none"> • Should either party terminate the lease by giving three calendar months' notice, Falkirk Council will lawfully seek vacant possession and undertake any repairs required to the property to return it to the landlord (allowing for reasonable wear and tear). Falkirk Council will endeavour to offer the landlord an appointment to inspect the property prior to the termination date. Should there be any outstanding repair issues these will be discussed in advance of the termination date. • The landlord should ensure their availability or arrange for someone to act on their behalf to inspect the property (in advance of the termination date) and to accept the return of the property on the date of termination.

Complaints

Complaints in relation to the Private Sector Leasing Scheme will be handled in line with the Council's Corporate Complaints Procedure. Further information is available:

Online at www.falkirk.gov.uk

By Email: privatesector.housing@falkirk.gov.uk

Phone: 01324 590797 (Option 2)

Fax: 01324 501409

Post: Falkirk Council
Corporate & Housing Services
The Forum
Callendar Business Park
Falkirk
FK1 1XR

In person: At any One Stop Shop:
Information on the location of One Stop Shops can be found online at www.falkirk.gov.uk using the A-Z listing

Privacy

The Council must comply with Data Protection Legislation as defined by the Data Protection Act 2018. If you supply personal information to us, it may have to be disclosed to the data subject, unless there are good reasons for withholding it. You can find out how we handle personal data at www.falkirk.gov.uk/privacy

PSL ANNUAL REPAIRS FEE – OVERVIEW OF REPAIR RESPONSIBILITIES

	Internal/ Routine Repairs e.g. <ul style="list-style-type: none"> • Broken tap • Bath leaks • Ease and adjust doors/ windows • Repair loose banister • Heating system repairs • Replace electrical switch 	Structural Repairs e.g. Repairs to: <ul style="list-style-type: none"> • Foundations • External Walls • Roof • Windows • External Doors 	Mains Services e.g. Repairs to the supply of: <ul style="list-style-type: none"> • Gas • Electricity • Water • Sewerage
Falkirk Council	Responsible for undertaking and paying for routine internal repairs where the cost is less than £500 per job	Responsible for undertaking repairs to make safe to prevent further damage (e.g.: temp. repair to roof leak in loft space) (Landlord responsible for payment)	Responsible for undertaking repairs to make safe to prevent further damage (Landlord responsible for payment)
Landlord (owner)	Responsible for undertaking and paying for internal repairs where the costs exceed £500 per job as per Falkirk Council's standard specification and Schedule of Rates	Responsible for paying for repairs undertaken by Falkirk Council to make safe to prevent further damage Responsible for undertaking/ instructing and paying for all other repairs of a structural nature	Responsible for paying for repairs undertaken by Falkirk Council to make safe to prevent further damage Responsible for undertaking/ instructing and paying for all other repairs relating to services

Malicious Damage:

- In the event that internal repairs are required as a result of malicious damage by the tenant (*) Falkirk Council will cover these costs (except where the Landlord (owner) is responsible for them in the terms of Clause Eleventh of the Lease (eg fire, theft, lightning, storm etc)
- In the event that external repairs are required as a result of malicious damage by the tenant (*) the Landlord (owner) will be expected to cover all costs.

Accidental Damage:

- In the event that internal repairs to **furniture**, fixtures and fittings are required as a result of accidental damage by the tenant (*) Falkirk Council will cover these costs (except where the Landlord (owner) is responsible for them in the terms of Clause Eleventh of the Lease (eg fire, theft, lightning, storm etc)
- In the event that external repairs are required as a result of accidental damage by the tenant (*) the Landlord (owner) will be expected to cover all costs.

Out with office hours and emergency repairs

- In the event that out with office hours and emergency repairs are required, Falkirk Council will be responsible for responding to the repair, in order to make it safe to prevent further damage in accordance with Health and Safety requirements. The Landlord (owner) will remain responsible for paying any costs incurred by Falkirk Council (as per standard schedule of rates) where action is required in these circumstances (see Clause Sixth of the Lease).

(*) – this covers actions by the occupier/ permitted occupants of the property as well as guests visiting the property

FALKIRK COUNCIL – HOUSING REPAIR PRIORITIES

The following information has been sourced from our website and is a publicised repair priority/ timescale. As outlined earlier on page 13, it is expected that repairs which remain the landlord's responsibilities will fit into the following categories and comply with the following timescales.

Emergency Repairs – 24 hours from notification of repair

An emergency repair is one that is needed to ensure that your property is safe and secure and includes repairs that are reported out with office hours, at weekends and on public holidays, such as:

- Faulty external door lock (where property is not secure)
- No power
- Making safe dangerous electrical fittings
- Leaking roof (where the leak cannot be contained)

Urgent Repairs – 3 working days from notification of repair

An urgent repair is one that is needed to make sure that your home is safe and to put right anything that is a serious inconvenience, such as:

- Clearing choked rainwater drain
- Leaking roof

Non-Urgent Repairs – 10 working days from notification of repair

Non-urgent repairs are those that do not require urgent attention, but if treated as a routine repair it may then affect or cause damage to the property.

An example of this would be to repair double glazing windows

Routine Repairs – 20 working days from notification of repair

- Flush out hot water system
- Repair rhones

Non-Routine Repairs – timescale to be agreed with contractor

If a repair does not fall into any of the above categories it will be classed as a non-routine repair. The timescale for carrying out the repair will be agreed by Corporate & Housing Services and the contract in consultation with the tenant.

Overview of PSL Fees: 2019/20

Fees	Cost	Frequency
Repair Fee	£497.66	Annual
Gas Safety & Maintenance Fee	£109.20	Annual
Domestic Electrical Installation Condition Report	£176.40	Every 5 years
Portable Appliance Test	£5.84	Annually per item.
Asbestos (covers 2 samples only) – Additional Samples Cost £6.04 per sample	£66.34	One Off
All costs are inclusive of VAT at 20% (subject to HRMC changes)		

Please note that the above fees:

- Cover the period from 1 April 2019 – 31 March 2020
- New costs will apply from 1 April 2020 – 31 March 2021. Any increase in costs will be kept to a minimum. Reasonable notice will be given prior to new costs being introduced
- Repairs Fee and Gas Safety & Maintenance Fee will be charged annually (if applicable this may be applied on a pro-rata basis for the remaining year/ period of lease)
- Fees are non-refundable

Please Note:
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Please complete pages 20, 21 & 22 and return to: Private Sector Team, Corporate & Housing Services, Falkirk Council, The Forum, Callendar Business Park, Falkirk, FK1 1XR

APPLICATION FORM

Name of Landlord(s)	
Landlord Registration Number	
Landlord Home Address	
Landlord Telephone Number	Business - Home - Mobile -
Landlord Email	
Property Address (including postcode)	
Number of bedrooms	
No of living/dining rooms	
Date property available	
If the property is a flat, what level is it on?	
How many stairs are there to the property?	No. of internal stairs - No. of external stairs -
If property is a flat does it have a communal stair-well?	Yes/No
What cleaning arrangements are in place for the close?	
EPC rating of the Property?	
The scheme will fully furnish all leased properties this will include the provision of white goods. Please ensure you remove all white goods and integrated appliances from the property	
Any other relevant information :	
1. <u>Are there any major works planned within the next 3 years?</u>	
2. <u>Additional relevant information about the property</u>	

Please complete pages 20, 21 & 22 and return to: Private Sector Team, Corporate & Housing Services, Falkirk Council, The Forum, Callendar Business Park, Falkirk, FK1 1XR

BUSINESS PROBITY FORM

Property Address:

<p>1. Are you VAT registered? If Yes, please provide your VAT Registration number -</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>2. Are you, your company or organisation subject to any of the following: bankrupt or subject of proceedings for a declaration of bankruptcy, being wound up, having its affairs administered by the court, or have you entered into an arrangement with creditors, suspended business activities or any comparable situation arising from similar proceedings under national laws or regulations?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>3. Has any employee or sub-contractor whom you would propose to use to deliver a service connected with the property been convicted of an offence concerning his professional conduct by a judgment which is no longer subject to any right of appeal?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>4. Has any employee or sub-contractor whom you would propose to use to deliver a service connected with the property been guilty of professional misconduct?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>5. Have you, your company or organisation failed to fulfil obligations relating to the payment of social security contributions in accordance with the legal provisions of the United Kingdom or the country in which it is established?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>6. Have you, your company or organisation failed to fulfil obligations relating to the payment of taxes in accordance with the legal provisions of the United Kingdom or the country in which it is established?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>7. Have you, your company or organisation failed to fulfil obligations relating to environmental protection, employment protection and working conditions in accordance with the legal provisions of the United Kingdom or the country in which it is established?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>
<p>8. Are you, your company or organisation aware of any conflict of interest in participating in this scheme?</p>	<p>YES <input type="checkbox"/> NO <input type="checkbox"/></p>

Please complete pages 20, 21 & 22 and return to: Private Sector Team, Corporate & Housing Services, Falkirk Council, The Forum, Callendar Business Park, Falkirk, FK1 1XR

The Council must comply with Data Protection Legislation as defined by the Data Protection Act 2018. If you supply personal information to us, it may have to be disclosed to the data subject, unless there are good reasons for withholding it. You can find out how we handle personal data at www.falkirk.gov.uk/privacy

LANDLORD DECLARATION

Property Address:

- I confirm that the Application Form has been completed in full and that the details provided are correct to the best of my knowledge
- I now wish you to proceed with my application to consider the above noted property for inclusion within the Private Sector Leasing Scheme
- I confirm that I understand the criteria as detailed within the
 - Landlords Responsibilities – Pre & During Lease
 - Property Specification – External & Internal
- I understand that my property must meet the Property Specification both before a lease can be signed and throughout the lease period
- I understand that there is no guarantee that my property will be accepted onto the scheme even if it meets the specification
- I authorise you to share my contact details with other Falkirk Council sections in order to progress my application and associated works, as applicable.

Signed:

Date:

Print Name: