

**PRIVATE SECTOR LEASING**

**LANDLORD INFORMATION PACK**

**AND**

**APPLICATION FORM**

Completed applications should be returned to the Private Sector Team at the details below.

Please contact this team if you have any queries.

|  |  |
| --- | --- |
| By telephone | 01324 590797 |
|  |  |
| By email | [privatesector.housing@falkirk.gov.uk](mailto:privatesector.housing@falkirk.gov.uk) |
|  |  |
| By letter | Falkirk Council  Corporate & Housing Services  Private Sector Team  The Forum  Callendar Business Park  Falkirk  FK1 1XR |
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**INTRODUCTION**

The Private Sector Leasing (PSL) Scheme is being relaunched by the Council following an identified need for additional temporary accommodation for homeless people.

The scheme will lease accommodation from registered private landlords who will enter into a lease with the Council for a minimum of 3 years. We will sub-let the properties through an Occupancy Agreement.

We are looking for 1, 2 and 3 bedroom properties in various locations. Preferred types are 4 in block, ground and first floor flats.

If you are interested in joining the scheme please read the enclosed information. Then complete and return the attached Application Form on pages 19 and 20.

**INDEX**

|  |  |
| --- | --- |
| Page 2: | **8 Steps to PSL** |
| Page 3: | **Key Points** |
| Page 4: | **Landlord’s Responsibilities - Pre Lease** |
| Page 5: | **Landlord’s Responsibilities – During Lease** |
| Page 6: | **External Property Specification** |
| Page 7: | **Internal Property Specification** |
| Page 8: | **Installations** |
| Page 11: | **The Council’s Responsibilities During Lease** |
| Page 12: | **How the Council Will Manage Repairs** |
| Page 14: | **Access and Handing Back a Property** |
| Page 15: | **Complaints** |
| Page 16: | **Appendix 1 Overview of Repair Responsibilities** |
| Page 17: | **Appendix 2 – Housing Repair Priorities** |
| Page 19: | **Application Form** |

**8 STEPS TO PRIVATE SECTOR LEASING**

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| **Step 1** | Completed Application Form received |
| **Step 2** | Desktop exercise completed to determine if property is provisionally suitable |
| **Step 3** | Landlord advised if first property inspection to be carried out |
| **Step 4** | Property inspection arranged |
| **Step 5** | Conditional offer letter issued if property is suitable |

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| **Steps 6-8**  **ONLY TO BE COMPLETED IF LANDLORD RECEIVES A CONDITIONAL OFFER FOR INCLUSION IN THE SCHEME** |

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| **Step 6** | Landlord pays the Council fees as below:  **Frequency Type Cost**  Annually Gas Inspection and Maintenance £133.99  Annually Annual Repair Fee £610.66  5 Yearly Electrical Installation Condition Report £216.45  One Off Asbestos Inspection (including 10 samples) £ 86.40  As Required Additional Asbestos Samples £ 6.00  **Fees:**   * Cover period 1 April to 31 March each year * Are non returnable * Will be increased annually on 1 April * Are applied annually or on a pro-rata basis for remainder of the year or period of lease * Increases will be kept to a minimum * Reasonable notice of increases will be given * Include 20% VAT which are subject to HMRC changes |
| **Step 7** | Landlord provides information detailed in the Landlord’s Responsibilities Pre-Lease section on page 4 |
| **Step 8** | Final property inspection to ensure property is ready to occupy  Landlord and landlord’s witness sign lease  Bank mandate completed and keys exchanged  **Gas and electricity meters will be changed to pre-payment by the Council and the suppler will be British Gas** |

**KEY POINTS**

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| **Property Visit**  A visual property inspection will be completed if properties are identified as suitable for the scheme. This will check the property complies with the specification detailed on pages 6 and 7. It will allow an assessment of amenities within the neighbourhood. If the property is considered suitable after the inspection a conditional offer letter will be sent by the Council within 5 working days. This will detail remedial work to meet the specification. If the remedial work is not completed within 4 weeks from date of the letter the Council reserve the right to withdraw the Conditional Offer. |
| **Contract and Lease Agreement**  After the landlord agrees to the conditional offer letter they will receive a copy of:   1. Lease Agreement 2. Summary of Lease Terms |
| **Headline Lease Terms**   1. The property will be unfurnished 2. The property will have gas central heating 3. Landlords will enter into a minimum 3 year lease 4. 3 months notice required by either party to terminate the lease 5. The property will have double glazing |
| **Rental Payment**  Payment to the Landlord will be the Local Housing Allowance rate less a 15% management fee. Current monthly payment to the Landlord is:  1 bedroom £334.82  2 bedroom £423.84  3 bedroom £550.99  **Payments are subject to change dependant on Local Housing Allowance rates**  Payments will be made monthly in advance by BACS payment on/around 1st of the month |
| **Lease Monitoring**  During the lease the Council will monitor the property to ensure it complies with lease conditions |
| **Suspension/Termination**  If a property is no longer habitable or requires major repair the Council can suspend payments to the landlord with immediate effect. Payment will cease until the property becomes habitable. The Council’s Environmental Health Section will make this decision in line with current legislation. |
| **Miscellaneous**  The Council may, where all parties are in agreement, remove a property from the scheme to allow the landlord to enter into a Private Residential Tenancy agreement with the occupant. This is for the purposes of securing a discharge of homelessness duty under s.32a of the Housing (Scotland) Act 1987. |

**LANDLORD’S RESPONSIBILITIES - PRE LEASE**

The landlord will:

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| Be registered and approved by Falkirk Council under Part 8 of the Antisocial Behaviour etc (Scotland) Act 2004 |
| Have mortgage lenders permission to join the scheme where applicable |
| Ensure the property is not subject to any Planning or Repair Notices |
| Ensure the property meets the external and internal Property Specification |
| Ensure the property is available for a minimum 3 year period |
| Ensure the property is unfurnished and remove all white goods and blinds |
| Ensure the property is clean and freshly decorated in neutral colours |
| Pay the Council for  **Frequency Type Cost**  Annually Gas Inspection and Maintenance £133.39  Annually Property Repair Fee £610.66  5 Yearly Electrical Installation Condition Report (EICR) £216.45  One Off Asbestos Inspection (including 10 samples) £ 86.40  As Required Additional Asbestos Samples £ 6.00  **Please note fees:**   * Cover period 1 April to 31 March each year * Are non returnable * Will be increased annually on 1 April * Are applied annually or on a pro-rata basis for remainder of the year or period of lease * Increases will be kept to a minimum * Reasonable notice of increases will be given * Include 20% VAT which are subject to HMRC changes |
| Pay £40 for missed inspections or appointments |
| Pay Falkirk Council for remedial work after gas, electrical and asbestos inspections |
| Provide a copy of the Energy Performance Certificate which must have a minimum of **E** rating |
| Provide a copy of the title deeds |
| Provide written confirmation of insurance demonstrating the period and level of building insurance cover including full accidental damage cover  Provide written confirmation of public liability/property owners’ liability insurance of £5m |

**LANDLORD’S RESPONSIBILITIES - DURING LEASE**

The landlord will:

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| Pay the Council annually for:  Gas Inspection and Maintenance £133.39  Annual Repair Fee £610.66  **Fees:**   * Cover period 1 April to 31 March each year * Are non returnable * Will be increased annually on 1 April * Are applied annually or on a pro-rata basis for remainder of the year or period of lease * Increases will be kept to a minimum * Reasonable notice of increases will be given * Include 20% VAT which are subject to HMRC changes   **Falkirk Council reserve the right to force entry during lease period for the purpose of completing the annual gas inspection** |
| Pay full costs of internal or routine repairs where costs exceed £1,000 per job which is inclusive of VAT and admin charge |
| Pay full costs for identified work where asbestos remains in the property |
| Replace heating, pipework and rewiring etc caused by wear and tear |
| Pay for structural nature or main services repairs |
| 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 |
| Maintain hedges over 1.5 metres |
| Maintain external paths, steps, access-ways and driveways throughout the lease |
| Pay £7.16 each year for PAT test for showers left in the property |
| Pay for out with hours and emergency repairs to make safe and prevent further damage in accordance with Health and Safety requirements |
| Provide a copy of the insurance policy documents to the Council on an annual basis |

**PROPERTY SPECIFICATION – EXTERNAL**

**The property:**

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| **Structure**  Will be in good condition structurally  This includes roof, chimneys, rhones/downpipes, walls, stairs, lifts access ways, windows, doors, drainage and external fabric  This applies whether owned solely or shared |
| **Security**  Will be fitted with front and back external lighting  Will have windows in accessible locations  Windows located on first storey should have window locks and key must be provided |
| **Refuse**  Will have adequate and suitable facilities for “wheelie bins” to allow for storage and disposal of refuse |
| **Gardens, yards & access**  Will be maintained by the landlord who will be responsible during the lease for:   * External paths / Boundary fences / Walls and hedges / Steps / Any communal gardens / Access-ways and driveways   All of the above must be in good condition, level and well drained  Will have clearly defined boundaries or landlord may be asked to provide a suitable boundary e.g. wall, fence, hedge  Will have grass areas and hedges, owned solely by the leased property, maintained by the Council  Will not have garden ponds or water features  Will not have a greenhouse  Sheds and garages must be locked and the landlord will keep the key  All belongings from sheds and garages must be removed  **Sheds and garages will not be repaired during lease or replaced at end of lease**  Will not have iron spiked railing  Will have external lighting where access is via a rear alleyway/external stairs  If there is a lockable gate a key must be provided  Closes will be well maintained and adequately lit with operational Door Entry System, locked rear door and keys must be provided |

**PROPERTY SPECIFICATION – INTERNAL**

**The property:**

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| **Structure**  Will be in good condition and free from defects including walls, ceilings and floors |
| **Staircases & Balconies**  Where there are steps they will be level and even in depth and width  Where there are staircases there must be a suitable handrail |
| **Windows**  Will be in good working condition  Will be able to be open/shut and clean easily  Will have safety/restrictor catches fitted to restrict opening to 100mm maximum for windows opening at bottom  Safety catches must be able to be overridden to allow window to be used as means of fire escape  Will have low-level window glazing (less than 800mm above floor level) which is impact resistant – **this can be done by replacing non-compliant glass with safety glass, applying safety film or fixing permanent screen protection**  All WC and bathroom windows must have obscure glass  All ground floor level windows must have a lock and a key must be provided |
| **Doors**  Will be of suitable size with sufficient headroom  Will have flush panel internal doors (glazed panels will not be accepted)  Will be fitted with doorstops where door opens onto a wall to avoid damage to walls  Will not have mirrored wardrobes doors  ***If either external or internal doors are damaged and need replaced this will be completed to Council standard and will be at the sole discretion of the Council*** |
| **Lighting**  Adequate natural and artificial lighting must be provided to all habitable rooms, stairways, circulation spaces and shared parts |
| **Ventilation**  Will have a window in all habitable rooms  Will have mechanical extract ventilation in kitchens and bathrooms which do not have a window |

**INSTALLATIONS**

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| **General**  The installations for the supply of gas, electricity and water must be in good repair and in proper working order  A fully operational gas central heating which can heat to Building Standards Regulations must be provided  Meters must be located in an accessible location |
| **Gas**  Gas cookers and hobs are to be removed from the property  Gas fires must be removed **OR** capped safely  Fire and back boiler combinations are not acceptable |
| **Electric**  The landlord will pay £216.45 to the Council for an Electric Installation Condition Report on a 5 yearly basis  Electricity must comply with all current 18th Edition BS7670 statutory requirements and guidance in relation to private rented properties such as:   1. Detection and warning of fires to be LD2 standard 2. Heat detection in kitchen 3. Additional Optical smoke alarm in room of most occupancy 4. Alarm test switch to be provided 5. Detection of carbon monoxide 6. Provision of carbon monoxide alarm 7. Electrical installations and appliances testing   Further information can be found here: <https://www.housingandpropertychamber.scot/>  An electrical isolator switch supplied by Scottish Power must be provided.  Electric fires must be removed. |
| **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 and suitable for family use |
| **Kitchen Facilities**  Minimum 600mm space for a free-standing cooker  600mm wide x 725mm high splash back must be 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 will not have leaks or drips  Sockets situated behind washing machines should have an electrical switch above  Plumbing/ fittings to allow the installation of a washing machine |
| **Bathroom & WC Facilities**  Main bathrooms must not be accessed through bedrooms except for studio and one-bedroom flats or where the bathroom is en-suite  Facilities must have a toilet pan, seat and cistern, wash hand basin and a fixed bath or shower  Facilities must have a supply of hot/cold water with direct connection to a drainage system  Where there is an over-bath shower tiling or alternative surface to a height of 1.8m and adequately sealed must be provided  A shower curtain or screen must be provided  **If the shower breaks down during the lease it will be isolated and returned to landlord in this condition**  Baths and wash hand basins must be sealed with silicone sealant  WC’s must have a wash hand basin located on the same floor  WC’s located off a kitchen must have a wash hand basin in the same room  Plug and chains must be fitted (where appropriate)  Door must be lockable |
| **Decoration & Finishes**  The property must be decorated in neutral colours and be in good condition  Wall surfaces must be painted and/or papered with paintable wall paper  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 varnish |
| **Contents & Furnishings**  No furniture to be left in the property  Floor coverings can be left if agreed by the Council **– these will not be replaced at end of lease** |

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| **Fire and Carbon Monoxide Safety**  Must comply with all statutory requirements and guidance for private rented properties such as:  1. Detection and warning of fires  2. Detection of carbon monoxide and provision of carbon monoxide alarms  3. Electrical installations  Further information available here: <https://www.housingandpropertychamber.scot/>  Deadlocks to flat/house entrance doors are only acceptable with internal thumb-turns  Within conversions flat entrance doors leading off communal staircases 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  Further information available here: <http://www.centralscotlandfire.gov.uk/your-home> |
| **Asbestos**  The Council will complete an asbestos management survey for all properties built before 2000. The landlord will pay the Council £86.40 for the survey which includes 10 samples. Additional samples will be charged at £6.00 per sample  Where asbestos remains in the property the landlord will be responsible for the costs of identified works |
| **Dampness/Rotworks/Woodworm**  Property must be free from dampness including rising damp, penetrating damp and condensation  The property must be free from rot and woodworm |
| **General**  Any damage to the property beyond reasonable wear and tear will be replaced to the Council standard  This will be at the sole discretion of the Council |

**THE COUNCIL’S RESPONSIBILITIES – DURING LEASE**

**The Council will**

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| Be responsible for internal routine repairs up to the value of £1,000 per job |
| Pay monthly rent to Landlords |
| Let and manage the tenancy including managing anti-social behaviour |
| Manage repairs |
| Ensure at end of the lease property is returned in a reasonable condition allowing for wear and tear - ***Please note - replacement fixtures and fittings will be replaced with the standard council packages which will be at the sole discretion of the Council*** |
| Be responsible for internal repairs as a result of malicious damage caused by the occupier, occupants of the property, or guests visiting the property, with the exception of those categories detailed within the lease at clause sixth |
| Be responsible for internal repairs as a result of accidental damage caused by the occupier, occupants of the property, or guests visiting the property, with the exception of those categories detailed within the lease clause sixth |
| Respond to outwith hours and emergency landlord responsible repairs to make them safe and prevent further damage in accordance with Health and Safety requirements  The landlord will be responsible for paying this |
| Flush water outlets when property is empty |

**How the Council Will Manage Repairs**

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| If a landlord responsible repair is identified the Council will contact the landlord and notify them of the repair |
| If the repair is gas or electrical and the landlord appoints their own contractor the Council will complete a safety check and the landlord will pay the Council the cost of this check |
| If the repair is Communal the landlord should contact their Property Factor to arrange for the works to be completed in compliance with legal requirements  Further information on common repairs is available here:  <http://www.falkirk.gov.uk/services/homes-property/housing-support/repairs-maintenance/housing-improvements.aspx> |
| In most cases the 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 either accept the estimate or arrange for their contractor to do the work  The landlord must confirm their choice of contractor to the Council within **24 hours** for an emergency repair and within **3 days** for any other repair category  If the landlord does not confirm their contractor choice it is assumed they will be responsible for arranging to carry out the repair |
| If the landlord appoints a contractor access must be arranged with the Council  The Council reserves the right to inspect the repair  Where the landlord fails to complete the repair on time the Council will have the right to carry out and complete the repair recovering costs from the landlord  The Council will raise and issue an invoice to the landlord for payment within 14 days of receipt  Where the landlord requests the Council to carry out the work they will be required to sign a mandate authorising this  Information on our Debt Recovery process can be found here:  <https://www.falkirk.gov.uk/services/council-tax/docs/difficulties-paying/Debt%20recovery%20policy.pdf?v=201705291032> |
| Where a repair does not clearly fall into either the landlords or the Council’s responsibility discussion will be held by both parties to handle the repair on a case by case basis |
| Where an out of hours/emergency repair is required the Council will respond to the landlord responsible repair to make the property safe and prevent further damage in accordance with Health and Safety requirements  The landlord will remain responsible for paying costs incurred by the Council (as per 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 the Council will notify the landlord  The Council will send an invoice for payment of work to the landlord within 14 days of the works being completed and passed to the Private Sector Team |
| The landlord must comply with the Council’s timescales for repairs as detailed on Appendix 2 |
| If a landlord does not complete a repair within the designated timescales the Council will have the right to complete the repair and recover costs from landlord  The cost will include an Administration Fee of 12.5% up to a maximum of £50  Alternatively the Council may choose to terminate the lease by giving the landlord notice |
| Resolutions on repair disputes will take place by initially escalating the matter to the Director of Corporate & Housing Services or their appointed officer  If the dispute remains it will be referred to an independent surveyor appointed by the Council and ultimately to arbitration |

**Access and Handing Properties Back**

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| **Access** |
| Access will be arranged by contacting the Private Sector Team on 01324 590797  Access will be arranged to allow landlord to complete landlord responsible repair within the advised repair timescales (Appendix 2)  Access will be allowed for any purpose considered reasonable by the Council who will aim to arrange this at a mutually agreed date and time within 7 working days |
| **Handing a Property Back** |
| If either party terminate the lease by giving three calendar months’ notice the 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)  The Council aims 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 before the termination date  The landlord should be available, or arrange for someone to act on their behalf, to inspect the property before the termination date to accept the return of the property on the date of termination  **If damage is caused to the property during the lease this will be repaired to the Council’s standards** |

**Complaints**

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

Online at [www.falkirk.gov.uk](http://www.falkirk.gov.uk)

By Email: [privatesector.housing@falkirk.gov.uk](mailto:privatesector.housing@falkirk.gov.uk)

Phone: 01324 590797

Post: Falkirk Council

Corporate & Housing Services

The Forum

Callendar Business Park

Falkirk

FK1 1XR

In person: At any Falkirk Council Hub:

Information on the location of Hubs can be found here:

<http://www.falkirk.gov.uk/places/oss-ash/>

**Appendix 1**

**Overview of Repair Responsibilities**

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|  | **Internal/ Routine Repairs**  **Examples**   * Broken tap * Bath leaks * Ease and adjust doors/windows * Repair loose banister * Heating system repairs * Replace electrical switch | **Structural Repairs**  **Examples**   * Foundations * External Walls * Roof * Windows * External Doors | **Mains Services**  **Examples**   * Gas * Electricity * Water * Sewerage |
| **The Council** | Responsible for undertaking and paying for routine internal repairs where the cost is less than £1,000 per job | **Responsible for undertaking** repairs to make safe and prevent further damage (eg temporary repair to roof leak in loft space  **Note - Landlord responsible for payment** | **Responsible for undertaking** repairs to make safe to prevent further damage **(Note - Landlord responsible for payment)** |
| **Landlord** | Responsible for undertaking and paying for internal repairs where the costs exceed £1,000 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**

**Landlord Repairs Damage**

If internal repairs are required as a result of malicious damage by the tenant, tenant’s family or guests to the property the Council will cover these costs (except where the Landlord is responsible for them in the terms of Clause Eleventh of the Lease (eg fire, theft, lightening, storm etc)

**Accidental Damage**

If internal repairs to furniture, fixtures and fittings are required as a result of accidental damage by the tenant, tenant’s family or guests to the property the Council will cover these costs (except where the Landlord is responsible for them in the terms of Clause Eleventh of the Lease (eg fire, theft, lightening, storm etc)

**Outwith office hours and emergency repairs**

If outwith office hours and emergency repairs are required the Council will be responsible for responding to the repair, to make it safe and prevent further damage in accordance with Health and Safety requirements. The Landlord will remain responsible for paying costs incurred by Falkirk Council (as per standard schedule of rates) - see Clause Sixth of the Lease).

**Appendix 2**

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| **Falkirk Council – Housing Repair Priorities** |
| This information has been taken from Falkirk Council’s website. It shows definitions for repair priorities and timescales. As noted on pages 12 and 13 landlord responsible repairs will fit into these categories and comply with these timescales.  Here is the link to this information:  <http://www.falkirk.gov.uk/services/homes-property/council-housing/repairs-maintenance/frequently-asked-questions.aspx#faq474> |
| **Emergency Repairs – 24 hours from notification of repair**  These are repairs that involve a risk to people and property. An emergency repair will be attended within three hours and will be completed within 24 hours if possible. **Examples are:**   * Property not secure due to faulty external door lock * No power * Making safe dangerous electrical fittings * Leak in roof which cannot be contained |
| **Urgent Repairs – 3 working days from notification of repair**  These are repairs that are not emergencies but work needs to be carried out quickly to prevent further damage.  **Examples are:**   * Clearing choked rainwater drain * Leaking roof |
| **Non-Urgent Repairs – 10 working days from notification of repair**  These are repairs that do not need urgent attention but if treated as a routine repair could cause damage to the property.  **Example is:**   * Repair to double glazing windows |
| **Routine Repairs – 20 working days from notification of repair**  These are low priority repairs which are not causing damage to the property.  **Examples are:**   * Problems with walls * Plastering to ceiling |
| **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. Timescales for carrying out the repair will be agreed with the contractor and the tenant.  **Example is:**   * New front door |

**Please Note:**

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**Please complete pages 19 and 20 and return to:**

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

**You should retain the pack for future information**

**Application Form**

|  |  |
| --- | --- |
| Name of Landlord(s) |  |
| Landlord Registration Number |  |
| Landlord Home Address |  |
| Landlord Telephone Number |  |
| 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 |
| Energy Performance Rating of the Property? **Minimum E** |  |

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| Are there any major works planned within the next 3 years? |
| **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.**  **f** |
| **Landlord Declaration** |
| **Property Address:** |

* I confirm the Application Form has been completed in full and the details provided are correct to the best of my knowledge
* I confirm I understand the criteria as detailed within the Landlord Pack
* I understand my property must meet the Property Specification both before a lease can be signed and throughout the lease period
* I understand there is no guarantee my property will be accepted onto the scheme even if it meets the specification
* I authorise you to share my contact details with other Council sections to progress my application and associated works as applicable

**Signed:** ………………………………………………. **Date**: ………….

**Print Name:** ……………………………………………..