

Typical Selective Licensing Conditions 2025 -2030 (proposed)
Licence Conditions - Introduction

The aim of Licence conditions is to assist Licence holders to manage their letting businesses in a professional manor for the benefit of themselves, their tenants and their neighbours in the communities in which they let. The areas under selective licensing are struggling with a range of issues which ruin lives and suppress the housing market. Proactive management of properties and tenants by licence holders, supported by the local authority, will assist in the improvement of the area. They do not replace and are in addition to all existing statutory requirements.

Key areas of management which will have positive impacts:

1. Prompt reactions to tenants' concerns.
2. Improved management of the waste produced from let properties.
3. Prompt intervention where tenants cause, or are subject to, antisocial behaviour.

The Council expects a professional and proactive style of tenancy management from private landlords. This would include proactive assessment (visit / inspection) of their properties at least every 3 months (after offering a minimum of 24 hour notice to their tenants), addressing problems promptly (within 5 working days) using qualified and competent persons to deliver high quality, timely repairs and to keep records of all activity and contacts with tenants and contractors.

Waste management is a problem in many areas. Uncontrolled waste from your property will attract vermin, cause infestations and will be a nuisance which will have an adverse effect on the area. Mattresses, waste and furniture should be removed before a new tenancy begins (unless letting as 'furnished'). Do not allow new tenants to dispose of waste from previous tenants. Actively controlling how you and your tenants manage waste will ultimately reduce your costs, help improve the area and protect your investment. Bulky waste collections can be arranged from the council at a small charge, or you can use a registered waste collector.

Antisocial behaviour (ASB) in an area will harm individuals and reduce the desirability of that area, damaging your business. It is in both the landlords and the council's interest to deal with the perpetrators swiftly. As licence holder, you can control who lives in an area, by sensible use of references before you let. If things go wrong, early, effective tenancy management can improve a situation. Many individuals will consider the possibility of losing their home a much stronger deterrent than a fine or court appearance. Working together, landlords, council and police have the power to change the nature of an area. The council and the police will assist you and offer advice regarding this issue. Please ensure your written tenancy agreement contains clauses which hold the occupants responsible for preventing any antisocial behaviour created by themselves or visitors.

Rotherham Selective Licensing Conditions

*These conditions, form part of your premises licence. They are **in addition** to all existing legislative requirements for the letting or property.*

Breach of any of the following licence conditions is a criminal offence under the Housing Act 2004 and can result in prosecution or the issuing of a Civil Penalty of up to £30,000. It can also result in the revocation of your licence.

“house” is meant to refer to the building or part of a building, which is licensed under Part 3 of the Housing Act 2004.

Communication

The licence holder must provide an email address with their Licence Application. This email address will be used as the main method of communication with the licence holder throughout the life of the scheme. The licence holder must inform the council of any changes to their preferred email address within 7 days. The licence holder should monitor their preferred email address and respond to communications received from the licencing authority promptly. Communication with the licencing authority should be sent to landlordlicensing@rotherham.gov.uk

Failure to maintain the declared email address is a breach of these conditions and will limit your access to any offers, refund, opportunities or warnings. It will also prevent you access the landlord newsletter.

landlordlicensing@rotherham.gov.uk can be used to contact the selective licencing team for advice, or to submit documentation required by these Licence Conditions.

Housing Act 2004 Prescribed Conditions S90(4) Schedule 4 (conditions 1-4)

1. The licence holder must:

- a. Obtain a valid Gas Safety Certificate on an annual basis, if gas is supplied to the house. A copy of this certificate must be provided to the Council within 14 days of the renewal date. A copy must also be provided to the tenant.

2. The licence holder must:

- a. keep electrical **appliances** and **furniture** made available by him in the house in a safe condition, and
- b. ensure that every electrical **installation** in the house is in proper working order and safe for continued use; and
- c. to supply the authority, on demand, with a declaration by him as to the safety of such installations, appliances and furniture.

3. The licence holder must:

- a. Ensure that a smoke alarm is installed on each storey of the house on which there is a room used wholly or partly as living accommodation.

- b. Ensure that a carbon monoxide alarm is installed in any room in the house which is used wholly or partly as living accommodation and contains a solid fuel burning combustion appliance; and
 - (i) keep each such alarm prescribed in 3a & 3b above in proper working order;
 - (ii) supply the authority, on demand, with a declaration and evidence as to the condition and positioning of any such alarm prescribed in 3a & 3b above.

At the Beginning of a Tenancy

4. Ensure that the prospective tenant has the 'right to rent' before letting. Guidance is available at [Landlords: immigration right to rent checks - GOV.UK](#)
5. The licence holder must provide each occupier of the house with a **written tenancy agreement** statement of the conditions of the terms on which they occupy the house.
6. The layout and content of the Tenancy Agreement is an issue for the landlord, the terms of the tenancy must be fair and comply with the law. Template agreements are available from your solicitor or from the National Residential Landlord Association. Guidance is available from; [Private renting for tenants: tenancy agreements: What should be in a tenancy agreement - GOV.UK](#)
7. As a minimum, the Tenancy Agreement must include,
 - the names and dates of birth of all people given permission to occupy.
 - **total number of individuals the agreement permits to occupy the dwelling.**
 - the rental price and how it's paid
 - information on how and when the rent will be reviewed
 - the deposit amount and [how it will be protected](#)
 - details of when the deposit can be fully or partly withheld (for example to repair damage tenants have caused)
 - the property address.
 - the start and end date of the tenancy
 - any tenant or landlord obligations
 - an outline of bills you're responsible for
 - It can also include information on:
 - whether the tenancy can be ended early and how this can be done
 - who's responsible for minor repairs (other than those that the landlord is legally responsible for)
 - whether the property can be let to someone else (sublet) or have lodgers

Appendix 8

8. The licence holder shall provide a copy of the said terms to the authority on demand. The licence holder must abide by the conditions and responsibilities contained in the tenancy agreement and carry out all landlord functions as laid down.
9. The licence holder must ensure that the tenant is given:
 - a. The details of any utilities or other charges included in the rent;
 - b. Information and instructions on the responsibility for payment of Council Tax
 - c. Information and instructions on the responsibility for payment of utilities and arranging provision of such.
10. The licence holder must obtain references or guarantees in respect of the person(s) who wish to occupy the property **before** any tenancy is granted. The licence holder should use the information provided to anticipate potential tenants who are likely to cause antisocial behaviour. Licence holders should either avoid such tenants or put in place adequate measures to manage the tenant, so they do not adversely affect neighbours or the locality.

Copies of these references must be provided to the council within 5 days upon request.

References can be in the form of, but not limited to:

- a. A written reference from previous landlord, employer or government agency (e.g. probation services);
 - b. Any financial background checks the licence holder has undertaken;
 - c. A documented personal visit to the prospective tenants current or most recent accommodation.
 - d. A “rent in advance” arrangement or accommodation referral or placement from Rotherham Council.
 - e. Evidence that the occupant has been placed at the address as an asylum seeker.
11. The licence holder must provide the tenant with a written receipt for all cash rent payments received. (This does not affect the legal requirement to provide a rent book for rent paid on a weekly basis).

NB. It is good practice for the licence holder to be able to provide the tenant or the council with a written statement of all payments received from the tenant during the tenancy, supported by documentary proof, on request.

12. The licence holder must ensure that all new tenancy deposits are protected in a government authorised scheme within 14 days of receiving it from the tenant.

13. Upon commencement of any tenancy, the tenant should be provided with either an electronic document or written details of:
 - a. Emergency telephone contact details for the Licence holder or their representative(s) who is authorised to act on their behalf. This emergency contact number should be available 24hrs and monitored regularly every day.
 - b. All property safety certification – Gas, Electrical, Energy Performance Certificate etc
 - c. Copy of tenancy agreement
 - d. Copy of Selective Licence
 - e. A receipt, for any payments taken during the application for the tenancy and any advance rent or tenancy deposit scheme payments taken.
 - f. User manuals for all appliances including boilers / heating
 - g. Council tax liabilities
 - h. Details of Utilities providers and payment methods.

The information should be accessible to the tenant via hard copy or electronically at all times. It should also be available to any Inspecting Officer from the Council or Police; or otherwise made available on request.

14. The property should be free from all hazards and in good repair. The gardens should be free from waste and well-tended. There should be evidence of an inspection prior to letting, detailing the condition of the dwelling and gardens. It is good practice to prepare written inventory detailing the condition of the property and all items forming part of the let. This should be agreed by both parties and signed.
15. Before the start of the tenancy, the licence holder shall ensure that the property is provided with wheeled bins of suitable capacity and type as specified by the Council. The License holder must provide details of the Council's arrangements for refuse collection including recycling. Details of how to dispose of bulky waste should also be provided. Efforts should be made to ensure the tenant UNDERSTANDS these arrangements and **evidence** should be retained by the licence holder that the information has been provided and be available to the Council on request.

During the Tenancy

16. The licence holder must proactive assess (visit / inspect) their properties at least every 3 months (after offering a minimum of 24 hour notice to their tenants) and address any identified problems promptly (within 5 working days) using qualified and competent persons. Records should be kept and be available on request of all visits, inspections, works undertaken and contacts with tenants and contractors.
17. The licence holder must ensure that all repairs to the house or any installations, facilities or equipment within it are to be carried out by competent and reputable persons and that they are completed to a reasonable standard.

Appendix 8

18. The licence holder must not unreasonably cause any service supplied to the property under the terms of the tenancy agreement to be interrupted.
19. The licence holder must ensure that any disrepair identified by the tenant or through periodic inspection by the licence holder, other managing agent or landlord are undertaken within the period of time agreed with the tenant, and no later than 28 days of it being identified.

Overcrowding

20. It is an offence to allow a property to become overcrowded. This is why in condition 7 above, the Licence holder must record the name and age of all persons to whom the tenancy applies. The licence holder must identify in the tenancy which rooms are to be used as bedrooms, the total number of bedrooms and the maximum number of permitted occupants under that tenancy.
21. The Licence holder must actively avoid overcrowding in the property during the life of a tenancy. The licence holder is responsible for monitoring the number of individuals occupying the dwelling. Where a tenancy already exists at the start of licensing, the licence holder should monitor the number of occupants and ensure that the property does not become overcrowded.
22. It is not uncommon for tenants to invite additional individuals into the property to share the rent or to sublet all or part of a property, causing the property to become overcrowded. Where your tenant has allowed more individuals to sleep in the property, causing a breach of your tenancy or causing overcrowding, the licence holder must give written instruction to the tenant to reduce the number of occupants, and provide a copy of any such instruction to the council on request. If the tenant refuses to instruct additional individuals to leave, the council would expect the licence holder to take the appropriate action to bring the tenancy to an end.

Security

23. The licence holder will ensure that keys are provided to the tenant where window locks are provided.
24. Where previous occupants have not surrendered keys, the licence holder will arrange for a lock change to be undertaken, prior to new occupants moving in.
25. The licence holder will ensure front and rear doors are secure and fitted with good quality locking systems. (complying with BS3621)
26. The licence holder must ensure that all reasonable measures are taken to ensure that the property is effectively secured from unauthorised entry. This includes maintaining boundary fences, gates, hedges or other methods to define a secure boundary to the curtilage of the property.

27. The properties main entrance/s should be illuminated at night via streetlights or other methods, to ensure safe access and egress. There should be enough light to easily see keyholes, steps etc and to provide confidence to the tenant. Vegetation must not obscure an entrance from sight of the street.

Local Environment

28. The licence holder must take steps to remove graffiti on the property within five working days of it being reported to them.
29. The licence holder shall ensure that the exterior of the house is maintained in a reasonable decorative order and in reasonable repair.
30. The licence holder must ensure that all outbuildings, yards, forecourts, common courts*, passages* and gardens surrounding the house are maintained, in reasonable repair and ensure that the tenant is aware of their responsibility to keep them in a clean, tidy and safe condition and free from infestations.
 - * any court, yard or passage which is used in common by the occupants of two or more premises, must be regularly swept and kept clean and free from rubbish or other accumulation to the satisfaction of the local authority
31. The licence holder must take all reasonable and all practicable steps in keeping external areas and the curtilage of the property free from rubbish and fly tipping deposits at all times. If employing a third party to carry out any such clearances, care must be taken to ensure that they are a registered waste carrier and be clear where the waste will be removed to.

Anti-social behaviour (ASB)

For the purposes of these conditions, anti-social behaviour is taken to comprise behaviour by the occupants of the house and/or their visitors, which causes a nuisance or annoyance to other occupants of the house, to lawful visitors to the house or to persons residing in or lawfully visiting the locality of the house. Also any illegal or immoral activity. These conditions link to the Council's antisocial behaviour policy and its General Enforcement policy.

32. The licence holder must take all reasonable and all practicable steps for preventing and dealing with anti-social behaviour. They must undertake a documented process of incremental steps to deal with any complaints, made either directly to them, or via the Local Authority or Police service, regarding their tenants or guests. The documented record of action must be available to the local authority or police within 24 hrs of any request.
33. The licence holder is required to provide an authorised officer of the Local Authority, a Police Officer or Police Community Support Officer, upon request, information regarding the full names and dates of birth of each

occupant.

34. The licence holder will ensure that the occupants of the house are aware of the assistance available to them to deal with anti-social behaviour and how they can report nuisance and anti-social behaviour to the authority. The Council will make such information available to tenants and property owners via its website.
35. The licence holder must take steps to terminate the tenancy following advice and recommendation from the Council, should it be found that the property is being used for illegal or immoral use or where there is evidence of persistent and ongoing antisocial behaviour.

Cannabis cultivation

36. The use of residential properties for cannabis cultivation is a criminal offence. Licence holders have an obligation under condition 16 to regularly monitor their properties. If cannabis cultivation is discovered or reported to the Licence holder, they must within 24hrs, report the issue to the Police **and** the licencing authority. Failure to report cultivations or to provide satisfactory evidence of property inspections within 24hrs of request by the licensing authority or police, will be a breach this condition.

Termination of a tenancy

37. The licence holder must adhere to legal requirements when seeking possession of the property from the tenant. This includes legislation relating to illegal eviction and harassment. [Private renting for tenants: evictions in England: Harassment and illegal evictions - GOV.UK](#)
38. The licence holder will respond to reference requests within a reasonable timescale and provide an honest and accurate reference relating to existing or past tenants.

General management during the Licence Period

39. The licence holder will not discriminate against prospective occupiers of the house on the grounds of race, disability, gender, religion or sexual orientation.
40. The licence holder should proactively manage the property and their tenant. They should not wait until issues are raised by the Council or the Police before taking action to ensure their tenancies comply with these conditions.
41. The Licence holder must make necessary arrangements when requested by the Local authority or partners, to gain access to the property or gardens within a maximum of 72 hours of that request. The Licence holder should attend any site meeting if requested. The licence holder must give 24hr notice to the tenants of any intended entry of the property.
42. The licence holder must report any criminal offences **or suspected** offences, occurring at their property to the licensing authority or police, and

retain evidence of that report. Including but not limited to;

- The growing of or production of any form of drug
- The possession of any aggressive or dangerous dog
- Possession of a firearm,
- Excessively aggressive / offensive behaviour of tenants towards neighbours or the licence holder or agents.
- Any other criminal behaviour

Fit and proper person

43. The licence holder must ensure that they, and any person(s) who assist in the management of the property must remain a 'fit and proper' person as per the definition in the Housing Act 2004, see **Appendix 1** of these conditions. If they are convicted of or receive a warning for a relevant offence during the licence period they must inform the council **within 7 days**. If the council becomes aware that the licence holder or any acting on their behalf do not comply with the 'fit and proper' person definition, this will be taken seriously, and formal action will be initiated.

Change of Ownership /Licence Holder/ Manager

44. The licence holder must inform the Council, within 5 working days, if there is a **change of managing agent** and provide the Council with proof that they are a 'fit and proper person' as defined in the Housing Act 2004 (Appendix 1)
45. Notifications of changes to License holder or premise details should be made in writing by the Licence Holder and sent to the address on the licence or by email to landlordlicensing@rotherham.gov.uk.
46. The licence holder must inform the Council of any change of circumstances which may affect their suitability to continue to remain the licensee. This must be done within five working days of the changes taking effect.
47. The licence holder must inform the council of any steps being taken to sell the licensed property including the details of any successful purchaser(s).

NOTE: You must tell us about changes in your circumstances that could affect your licence. These include changes to the tenancy/tenant details.

You should always report changes as soon as possible. You should also tell the council in advance about any changes you know are happening which haven't taken effect yet (for example: you are about to change your address or contact details).

You can report changes online or by phone. We will ask you to follow up any telephone call with a letter or email in case there's any dispute later.

IMPORTANT- Where the licence holder fails to provide information regarding changes that could affect their licence within a calendar month of that change,

they will forfeit their entitlement to any available pro rata refund of the maintenance element of the licence fee.

Absence of the Licence Holder

48. The licence holder must be a permanent resident in the United Kingdom and must reside in the United Kingdom. If they are likely to be or are away from the United Kingdom for more than 4 weeks, they must have in place a managing agent who has full authority for managing the property and able to pay for repairs. Where the licence holder is likely to be away from the United Kingdom for more than 90 days, they will be required to surrender their licence and apply to put in place a new licence holder.

Other Conditions

Additional licensing conditions may be applied to licences regarding the management of the property on a case-by-case basis. Representations about conditions can be made through the licensing process and the normal representation period.

Enforcement of these Conditions will be in accordance with the Council's 'General Enforcement Policy' available on the website or via the QR link.



Appendix 1 – Fit and proper person criteria, list of relevant convictions, cautions, reprimands or warnings which must be reported to the Council.

Category 1 offences

A conviction for these offences will usually result in the licence application being rejected.

Offences of dishonesty	Possession of an offensive weapon	Indecent assault
Benefit fraud (offences under ss111A and 112 of the Social Security Administration Act 1992)	Actual bodily harm (s47 Offences Against the Person Act 1861)	Indecent exposure
Forgery	Grievous bodily harm (s18 Offences Against the Person Act 1861)	Any other offence under Schedule 3 of the Sexual offences act 2003
Burglary	Robbery	Housing Act Offences
Conspiracy to defraud	Riot	Protection from Harassment Act 1997
Obtaining money or property by deception	Affray	Protection from Eviction Act 1997
Offences of violence	Any racially aggravated offence (Crime and Disorder Act 1988)	Any conviction for failure to comply with the licensing regime as set out in the Housing Act 2004 (s95)
Murder	Offences relating to drugs	Provision of false or misleading information (s238 of Housing Act 2004)
Manslaughter	Supply of drugs	Obstruction (s241 of the Housing Act 2004)
Arson	Sexual and indecency offences	Failure to comply with a licence condition (s95 of the Housing Act 2004)
Malicious harm (s20 Offences against the Person Act 1861)	Rape	Failure to hold a relevant licence (s72 of the Housing Act 2004)
Possession of a firearm	Soliciting	Breach of improvement notices and prohibition orders (s35.6 s32.2b of the Housing Act 2004)

Category 2 Offences

A conviction for these offences will be viewed seriously and, following further investigation, could result in the licence application being rejected:

Offences of dishonesty	Offences of violence
Handling or receiving stolen goods.	Violent disorder
Theft	Police assault

A caution, reprimand or warning for any Category 1 offences will be classed as a Category 2 offence.

Category 3 Offences

A conviction, caution, reprimand or warning for these offences may also be taken into account and further information will be requested in order to determine the relevance of these offences. If deemed to be relevant or sufficiently severe, these offences could result in the licence application being rejected:

Offences of violence	Criminal damage
Common assault	Obstruction
All other offences relating to dishonesty, drugs, sexual and indecency, Housing and Landlord and Tenant.	

A caution, reprimand or warning for any Category 2 offences will be classed as a Category 3 offence.

Town centre / Eastwood / East Dene / Clifton / Masbrough / Kimberworth

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17. The licence holder must ensure that all repairs to the house or any installations, facilities or equipment within it are to be carried out by competent and reputable persons and that they are completed to a reasonable standard.

The licence holder must not unreasonably cause any service supplied to the property under the terms of the tenancy agreement to be interrupted.

19. The licence holder must ensure that any disrepair identified by the tenant or through periodic inspection by the licence holder, other managing agent or landlord are undertaken within the period of time agreed with the tenant, and no later than 28 days of it being identified.

Overcrowding

20. Detailed guidance of what will constitute an overcrowded property under these license conditions is provided at Appendix 2. Minimum bedroom sizes are also listed in Appendix 2.

An overcrowded property will;

- Create health hazards to tenants.
- Cause condensation and mould.
- Cause excessive wear and damage to your property.
- Create excessive waste and waste management issues.
- Potentially create noise and ASB issues.

21. It is an offence to allow a property to become overcrowded. This is why in condition 7 above, the Licence holder must record the name and age of all persons to whom the tenancy applies. The licence holder must identify in the tenancy which rooms are to be used as bedrooms, the total number of

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bedrooms and the maximum number of permitted occupants under that tenancy.

22. The licence holder must only create a tenancy if the numbers of agreed occupants comply with guidance at Appendix 2 of these Conditions and should ensure that those sleeping in the property, does not exceed this guidance during the life of the tenancy.
23. The Licence holder must actively avoid overcrowding in the property during the life of a tenancy. The licence holder is responsible for monitoring the number of individuals occupying the dwelling. Where a tenancy already exists at the start of licensing, the licence holder should monitor the number of occupants and ensure that the property does not become overcrowded.
24. It is not uncommon for tenants to invite additional individuals into the property to share the rent or to sublet all or part of a property, causing the property to become overcrowded. Where your tenant has allowed more individuals to sleep in the property, causing a breach of your tenancy or causing overcrowding, the licence holder must give written instruction to the tenant to reduce the number of occupants, and provide a copy of any such instruction to the council on request. If the tenant refuses to instruct additional individuals to leave, the council would expect the licence holder to take the appropriate action to bring the tenancy to an end.

Security

25. The licence holder will ensure that keys are provided to the tenant where window locks are provided.
26. Where previous occupants have not surrendered keys, the licence holder will arrange for a lock change to be undertaken, prior to new occupants moving in.
27. The licence holder will ensure front and rear doors are secure and fitted with good quality locking systems. (complying with BS3621)
28. The licence holder must ensure that all reasonable measures are taken to ensure that the property is effectively secured from unauthorised entry. This includes maintaining boundary fences, gates, hedges or other methods to define a secure boundary to the curtilage of the property.
29. The properties main entrance/s should be illuminated at night via streetlights or other methods, to ensure safe access and egress. There should be enough light to easily see keyholes, steps etc and to provide confidence to the tenant. Vegetation must not obscure an entrance from sight of the street.

Local Environment

30. The licence holder must take steps to remove graffiti on the property within five working days of it being reported to them.

31. The licence holder shall ensure that the exterior of the house is maintained in a reasonable decorative order and in reasonable repair.
32. The licence holder must ensure that all outbuildings, yards, forecourts, common courts*, passages* and gardens surrounding the house are maintained, in reasonable repair and ensure that the tenant is aware of their responsibility to keep them in a clean, tidy and safe condition and free from infestations.
 - * any court, yard or passage which is used in common by the occupants of two or more premises, must be regularly swept and kept clean and free from rubbish or other accumulation to the satisfaction of the local authority
33. The licence holder must take all reasonable and all practicable steps in keeping external areas and the curtilage of the property free from rubbish and fly tipping deposits at all times. If employing a third party to carry out any such clearances, care must be taken to ensure that they are a registered waste carrier and be clear where the waste will be removed to.

Anti-social behaviour (ASB)

For the purposes of these conditions, anti-social behaviour is taken to comprise behaviour by the occupants of the house and/or their visitors, which causes a nuisance or annoyance to other occupants of the house, to lawful visitors to the house or to persons residing in or lawfully visiting the locality of the house. Also any illegal or immoral activity.

These conditions link to the Council's antisocial behaviour policy and its General Enforcement policy.

34. The licence holder must take all reasonable and all practicable steps for preventing and dealing with anti-social behaviour. They must undertake a documented process of incremental steps to deal with any complaints, made either directly to them, or via the Local Authority or Police service, regarding their tenants or guests. The documented record of action must be available to the local authority or police within 24 hrs of any request.
35. The licence holder is required to provide an authorised officer of the Local Authority, a Police Officer or Police Community Support Officer, upon request, information regarding the full names and dates of birth of each occupant.
36. The licence holder will ensure that the occupants of the house are aware of the assistance available to them to deal with anti-social behaviour and how they can report nuisance and anti-social behaviour to the authority. The Council will make such information available to tenants and property owners via its website.
37. The licence holder must take steps to terminate the tenancy following advice and recommendation from the Council, should it be found that the property is being used for illegal or immoral use or where there is evidence of persistent and ongoing antisocial behaviour.

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Cannabis cultivation

38. The use of residential properties for cannabis cultivation is a criminal offence. Licence holders have an obligation under condition 16 to regularly monitor their properties. If cannabis cultivation is discovered or reported to the Licence holder, they must within 24hrs, report the issue to the Police and the licencing authority. Failure to report cultivations or to provide satisfactory evidence of property inspections within 24hrs of request by the licensing authority or police, will be a breach this condition.

Termination of a tenancy

39. The licence holder must adhere to legal requirements when seeking possession of the property from the tenant. This includes legislation relating to illegal eviction and harassment. [Private renting for tenants: evictions in England: Harassment and illegal evictions - GOV.UK](#)
40. The licence holder will respond to reference requests within a reasonable timescale and provide an honest and accurate reference relating to existing or past tenants.

General management during the Licence Period

41. The licence holder will not discriminate against prospective occupiers of the house on the grounds of race, disability, gender, religion or sexual orientation.
42. The licence holder should proactively manage the property and their tenant. They should not wait until issues are raised by the Council or the Police before taking action to ensure their tenancies comply with these conditions.
43. The Licence holder must make necessary arrangements when requested by the Local authority or partners, to gain access to the property or gardens within a maximum of 72 hours of that request. The Licence holder should attend any site meeting if requested. The licence holder must give 24hr notice to the tenants of any intended entry of the property.
44. The licence holder must report any criminal offences or suspected offences, occurring at their property to the licensing authority or police, and retain evidence of that report. Including but not limited to;
- The growing of or production of any form of drug
 - The possession of any aggressive or dangerous dog
 - Possession of a firearm,
 - Excessively aggressive / offensive behaviour of tenants towards neighbours or the licence holder or agents.
 - Any other criminal behaviour

Fit and proper person

45. The licence holder must ensure that they, and any person(s) who assist in the management of the property must remain a 'fit and proper' person as per the

definition in the Housing Act 2004, see Appendix 1 of these conditions. If they are convicted of or receive a warning for a relevant offence during the licence period they must inform the council within 7 days. If the council becomes aware that the licence holder or any acting on their behalf do not comply with the 'fit and proper' person definition, this will be taken seriously, and formal action will be initiated.

Change of Ownership /Licence Holder/ Manager

46. The licence holder must inform the Council, within 5 working days, if there is a change of managing agent and provide the Council with proof that they are a 'fit and proper person' as defined in the Housing Act 2004 (Appendix 1)
47. Notifications of changes to License holder or premise details should be made in writing by the Licence Holder and sent to the address on the licence or by email to landlordlicensing@rotherham.gov.uk.
48. The licence holder must inform the Council of any change of circumstances which may affect their suitability to continue to remain the licensee. This must be done within five working days of the changes taking effect.
49. The licence holder must inform the council of any steps being taken to sell the licensed property including the details of any successful purchaser(s).

NOTE: You must tell us about changes in your circumstances that could affect your licence. These include changes to the tenancy/tenant details.

You should always report changes as soon as possible. You should also tell the council in advance about any changes you know are happening which haven't taken effect yet (for example: you are about to change your address or contact details).

You can report changes online or by phone. We will ask you to follow up any telephone call with a letter or email in case there's any dispute later.

IMPORTANT- Where the licence holder fails to provide information regarding changes that could affect their licence within a calendar month of that change, they will forfeit their entitlement to any available pro rata refund of the maintenance element of the licence fee.

Absence of the Licence Holder

50. The licence holder must be a permanent resident in the United Kingdom and must reside in the United Kingdom. If they are likely to be or are away from the United Kingdom for more than 4 weeks, they must have in place a managing agent who has full authority for managing the property and able to pay for repairs. Where the licence holder is likely to be away from the United Kingdom for more than 90 days, they will be required to surrender their licence and apply to put in place a new licence holder.

Other Conditions

Additional licensing conditions may be applied to licences regarding the management of the property on a case-by-case basis. Representations about conditions can be made through the licensing process and the normal representation period.

Enforcement of these Conditions will be in accordance with the Council's 'General Enforcement Policy' available on the website or via the QR link.

Appendix 1 – Fit and proper person criteria, list of relevant convictions, cautions, reprimands or warnings which must be reported to the Council.

Category 1 offences

A conviction for these offences will usually result in the licence application being rejected.

Offences of dishonesty	Possession of an offensive weapon	Indecent assault
Benefit fraud (offences under ss111A and 112 of the Social Security Administration Act 1992)	Actual bodily harm (s47 Offences Against the Person Act 1861)	Indecent exposure
Forgery	Grievous bodily harm (s18 Offences Against the Person Act 1861)	Any other offence under Schedule 3 of the Sexual offences act 2003
Burglary	Robbery	Housing Act Offences
Conspiracy to defraud	Riot	Protection from Harassment Act 1997
Obtaining money or property by deception	Affray	Protection from Eviction Act 1997
Offences of violence	Any racially aggravated offence (Crime and Disorder Act 1988)	Any conviction for failure to comply with the licensing regime as set out in the Housing Act 2004 (s95)
Murder	Offences relating to drugs	Provision of false or misleading information (s238 of Housing Act 2004)
Manslaughter	Supply of drugs	Obstruction (s241 of the Housing Act 2004)
Arson	Sexual and indecency offences	Failure to comply with a licence condition (s95 of the Housing Act 2004)
Malicious harm (s20 Offences against the Person Act 1861)	Rape	Failure to hold a relevant licence (s72 of the Housing Act 2004)
Possession of a firearm	Soliciting	Breach of improvement notices and prohibition orders (s35.6 s32.2b of the Housing Act 2004)

Category 2 Offences

A conviction for these offences will be viewed seriously and, following further investigation, could result in the licence application being rejected:

Offences of dishonesty	Offences of violence
Handling or receiving stolen goods.	Violent disorder
Theft	Police assault

A caution, reprimand or warning for any Category 1 offences will be classed as a Category 2 offence.

Category 3 Offences

A conviction, caution, reprimand or warning for these offences may also be taken into account and further information will be requested in order to determine the relevance of these offences. If deemed to be relevant or sufficiently severe, these offences could result in the licence application being rejected:

Offences of violence	Criminal damage
Common assault	Obstruction
All other offences relating to dishonesty, drugs, sexual and indecency, Housing and Landlord and Tenant.	

A caution, reprimand or warning for any Category 2 offences will be classed as a Category 3 offence.

Appendix 2 - Overcrowding

The Bedroom Standard

The Bedroom Standard is based on the ages and composition of the family. A notional number of bedrooms are allocated to each household in accordance with its composition by age, sex and status and relationships of family members.

A separate bedroom is allocated to each:

- married or cohabiting couple;
- adult aged 21 years or more;
- pair of adolescents aged 10-20 years of the same sex;
- pair of children aged under 10 years regardless of sex.

Any unpaired person aged 10-20 years is paired, if possible, with a child aged under 10 years of the same sex or, if that is not possible given a separate bedroom. The same applies to any unpaired child aged under 10 years. This standard is then compared with the number of bedrooms available for the sole use of the household.

Bedrooms converted to other uses are not included; bedrooms not in use are included unless they are uninhabitable.

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Note: An unpaired young person aged 10-20 cannot share a room with a child of the opposite sex who is under the age of 10.

This can be summarised in the following table:

Minimum Bedroom Room Sizes (M²)

BEDROOM	Recommended Size	Minimum Size
Double bedroom	12m ²	10m ²
Single bedroom	8m ²	6.5m ²
Sleeping room for child under 10 years	6.5m ²	4.6m ²

Lacors - Regulation Of 'Crowding And Space' In Residential Premises