

NIGHTLY-PAID ACCOMMODATION

SPECIFICATION



1. INTRODUCTION

- 1.1 Spelthorne Borough Council (SBC) serves Ashford, Halliford, Laleham, Shepperton, Staines, Stanwell, Sunbury, and surrounding areas, delivering services such as housing, waste collection, planning, licensing, leisure, parks, and parking, with all operations and customer services based at The Council Offices, Knowle Green, Staines-upon-Thames.
- 1.2 The Council (SBC) is looking for a series of providers of Nightly-Paid Accommodation that can provide a range of accommodation units for use by our homeless households.
- 1.3 To meet the needs of our customers, SBC requires a range of accommodation across the borough of Spelthorne, and on occasion will seek placements out of borough where appropriate. The proximity to Spelthorne is important and SBC will always try to place at the nearest suitable placement. The Housing Options Team will determine the most appropriate type of accommodation based on price, availability, circumstance, and location.

2. REQUIREMENTS

2.1 Compliance Documents

- 2.1.1 All compliance and associated documents in **Table A** must be submitted as part of your tender submission.
- 2.1.2 All documents in **Table A** and **Table B** must also be available at request of SBC throughout the term of the contract.

Table A – must be submitted with tender submission

1	Evidence of experience in managing complex and vulnerable customers and an awareness of safeguarding issues
2	Current Electrical Installation Condition Report (EICR) demonstrating compliance with the Electrical Safety Standards Regulations 2020, including evidence that any required remedial works have been completed
3	Gas Safety Certificate (CP12 annually, if gas on site)
4	Energy Performance Certificate (must be E or above)
5	For property owners: Land Registry (proof of ownership required) For managing agents: Management Agreement (proof of appointment required)

6	Fire Risk Assessment (if relevant, must be present and provided annually for all block accommodation)
7	Fire Evacuation Plan (if relevant)
8	Emergency Lighting Test Certificate / Sign Off (annually, if relevant)
9	ICO (Information Commissioner's Office) Registration Number
10	For H.M.O.s subject to mandatory licensing: Evidence that the property holds a valid H.M.O. licence
Table B	
1	Legionella Risk Assessment Report (if relevant, must be provided annually for properties with water storage tanks)
2	Portable Appliance Testing (PAT) certification for all in situ electrical items (annually)
3	Insurance (must be provided annually)
Any certificates or installations as required as part of recommendations from the Private Sector Housing annual inspection. Examples may include:	
4	Working Carbon Monoxide Detector (where gas is present on site)
5	Working Heat Detector and Working Smoke Alarm(s) (must be present)
6	Fire Panel (if relevant), and any other fire safety features required to meet the applicable BS 5839 standard for the appropriate grade / category for the property
7	Pest Treatment Certificate (certification to be provided where pests have currently been identified and treated)
8	Planning and / or Building Control approval if property is converted during contract

2.2 Detailed Requirements

2.2.1 SBC requires the following rooms and facilities:

Self-contained unit requirements	Property Facilities
Self-contained purpose-built or converted flats, and houses	These units will be expected to contain the minimum of: • Private individual and / or family bedroom(s) as required, with bed linen and towels provided. Beds must be age appropriate, i.e., accommodating children under 3 should be provided with a cot (or space for the cot), young children may be provided fold out or compact beds, and older children and adults should have a full-sized single bed (or double bed for couples). • Bathroom facilities including toilet, wash-hand basin, bath and / or shower, toilet roll holder, towel rail, and mirror. • Kitchen or kitchen area including food storage, preparation and cooking facilities, minimum requirements are a four-ring cooking appliance with grill and oven and food storage cupboard and refrigerator. • Whilst we expect clean and safe facilities to be provided, the service user will be expected to allow access for cleaning and maintenance of the rooms when required. • Keys for access to be available in case of emergency or safety concern. • People of different sexes (who are not couples) cannot share a room (except for children under the age of 10 years old). Space standards: • Legal requirements: 1. The minimum size for a bedroom occupied by one person is to be 6.51m² and for two people 10.22m² as stated in part X (ten) of the Housing Act 1985. In addition to this, the minimum size for a bedroom for a child under 10 is 4.64m². 2. Permitted number of people based on the number of habitable rooms (children under 10 years old count as 0.5 of a person; rooms less than 4.64m² cannot be counted as habitable rooms): i. 1 room = 2 people ii. 2 rooms = 3 people iii. 3 rooms = 5 people iv. 4 rooms = 7.5 people v. 5+ rooms = 2 people per room

Room requirements for Houses in Multiple Occupation (HMOs)	Room Facilities
Single, double, twin and family rooms	These rooms will be expected to contain the minimum of: • Privacy of an individual bedroom, with bed linen and towels provided. • Access to sole / shared bathroom facilities including toilet, wash-hand basin, bath and / or shower, toilet roll holder, towel rail, and mirror. • Access to sole / shared eating space, kettle and microwave as minimum. • Whilst we expect clean and safe facilities to be provided, the service user will be expected to allow access for cleaning and maintenance of the rooms when required. • Central access / master key access to be available in case of emergency or safety concern. • People of different sexes (who are not couples) cannot share a room (except for children under the age of 10 years old). A family room, in addition to the above will also require: • Additional beds for the party. Beds must be age appropriate, i.e. accommodating children under 3 should be provided with a cot (or space for the cot), young children may be provided fold out or compact beds, and older children should have a full-sized single bed. • Adjoining rooms considered desirable but not essential. Space standards: • Legal requirements: 1. The minimum size for a bedroom occupied by one person is to be 6.51m² and for two people 10.22m² as stated in part X (ten) of the Housing Act 1985. In addition to this, the minimum size for a bedroom for a child under 10 is 4.64m². 2. The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006 require kitchens, bathrooms and WCs to be of adequate size, as set out below. If there are no communal living areas, bedrooms would need to be larger. • For HMOs where occupiers share kitchen facilities: 1. Follow the below table (on the next page) from left to right to work out the space requirements in your HMO:

	- For 1 or 2 person self-contained flats contained within an HMO: - Where the building is an HMO consisting of self-contained flats, the bedrooms must meet the minimum sizes of 6.51m² for one occupant and 10.22m² for two occupants. - The kitchen must be of adequate size and layout.
Notes	Notes: - The measured space in any room must be “usable space”. The room should be able to accommodate the required amount of appropriate furniture easily and still allow space for movement around the room. - Measurements must be taken from skirting board to skirting board. - Any floor space that has a ceiling height of less than 1.5m shall be disregarded. - En-suites must not be included in the room size measurements.

2.2.2 Under the Renters' Rights Act in England, private tenants have a statutory right to request to keep a pet or pets, and providers cannot enforce blanket bans or unreasonably refuse a request. Residents must submit the request in writing, and providers have 28 days to respond or request further details:

- (i) Fair Consideration: Providers must consider each pet request on an individual basis and cannot use generic "no pets" clauses.
- (ii) Reasonable Refusal: A provider can only refuse a request to keep a pet if there is a valid, fair reason (e.g., if the property is too small, if a flat share where another tenant has allergies, or if the resident is in a leasehold property where the freeholder strictly prohibits pets).
- (iii) Timely Responses: A provider has 28 days to respond in writing. You may ask for more information (such as a description of the pet or proof of training), which can extend the timeline slightly, but you cannot simply ignore your request.
- (iv) No Premium Fees: Under the Tenant Fees Act 2019, providers cannot charge extra admin fees for pet permission, nor can you increase any standard security deposit purely for having a pet.

2.2.3 In the event of any infectious outbreak, there may be a requirement for residents to isolate within their rooms. Providers will be expected to assist in the provision of essential items such as food, refreshments, and toiletries.

3. SECTION A – PROPERTY STANDARDS

3.1 Minimum Property Standards

- 3.1.1 Set out below are the minimum standards that all premises must meet:
- 3.1.2 The premises must not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. Where the premises is a flat, all flats in the building of which it is part must also conform to the appropriate fire protection standards.
- 3.1.3 Accommodation with rear access, or above restaurants, fast food outlets or commercial premises is not acceptable.
- 3.1.4 Where a standard of repair etc. is specified, the property must be expected, in normal use, to maintain this standard.

3.2 Structure

- 3.2.1 Buildings, envelope and structure must be watertight, in good repair and structurally sound.
- 3.2.2 Roof must provide a waterproof cover over the entire building and be free of defective and loose material.
- 3.2.3 Gutter and drainpipes must be in good condition, restrained, watertight and free-flowing.
- 3.2.4 Damp-proof courses, flashings and waterproof membranes are to be in good condition and to the standard repaired. Guarantees to be supplied at time of bid.
- 3.2.5 Stairs to be in good condition and structurally sound. Surface should not be loose or slippery especially when wet. Handrail to be provided on one side where stairs are less than 900mm wide and over four risers high, where stairs width exceeds 900mm wide a handrail is to be located on each side.
- 3.2.6 Wall and ceiling plaster should be in good condition with flush surfaces.
- 3.2.7 Glazing to be thermally sound. Joints around windows and doors to be sealed and flashed to form a watertight junction, window and door cills, thresholds, joints and heads to be in good condition and allow easy operation of window sash. Glazing to be secured and not cracked or broken.
- 3.2.8 External and internal cold water storage cisterns, tanks, etc., to be properly housed, insulated and protected.

3.2.9 Flue terminals to be secure.

3.2.10 Bedroom sizes for HMOs with shared facilities:

- (i) All bedrooms should be a minimum of 6.51m² (70 ft²) as per the table under space standards under point 2.2.1 (above)
- (ii) For family-size dwellings, at least one bedroom should be at least 10.22 m² (110ft ²) as per the table under space standards under point 2.2.1 (above)
- (iii) The Housing Options Team will reject HMOs if any bedrooms are less than the above

3.2.11 For self-contained units, bedrooms must be a suitable size for the number of occupants.

3.3 Natural Light and Ventilation

3.3.1 Every habitable room is to have a window or windows opening directly to the external air with glass area not less than one tenth of the floor area of the room.

3.3.2 All windows above the ground floor must be fitted with restrictors.

3.3.3 Every habitable room must have natural ventilation.

3.3.4 Rooms below ground level must provide sufficient natural light on an average day for living in the lounge / bedroom without assistance of electric light.

3.3.5 Doors and windows must be in good working order with easy operation.

3.3.6 Windows above the ground floor must be restricted to 100mm opening restriction, as a child safety precaution. An override device should also be installed in case of emergency.

3.3.7 Casement stays or similar childproof restraint devices appropriate to the type of window to be fitted on the windows.

3.3.8 Theft proof safety locks to be fitted to ground floor windows and below, where necessary.

3.3.9 Where French Windows are the only form of natural light to a room these must be kept locked and some additional form of mechanical or natural ventilation must be provided, for example, adding window restrictors.

3.3.10 Safety glass, safety adhesive film, or similar approved safety precaution is to be fitted in full height windows and doors or in frameworks below 1,000mm above finished floor level. Safety rails

may be used as an alternative to safety glass. Size and spacing of batons to comply with Building Regulations, as must safety adhesive film.

- 3.3.11 Disused balcony and store doors (other than those serving as a means of escape route) are to be fitted with a keyed level deadlock, and to be locked shut. Safety rails to a height of 1,100mm will be required for balconies where there is none.
- 3.3.12 Wall or floor stops must be provided for all doors to protect wall decorations.
- 3.3.13 Exit doors to be fitted with simple fastening locks.
- 3.3.14 Two sets of keys to be available for residents with one set minimum held for access.
- 3.3.15 Security protection measures such as grills, hinge bolts, spy holes, and entry phone system to be fitted where appropriate.
- 3.3.16 Letter boxes must be fitted for each unit with appropriate identification, or, where this is not present, the post must be distributed daily.
- 3.3.17 Non-mechanical ventilation system, e.g., air bricks, gutters, or permavents, to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living or bedrooms with external walls).
- 3.3.18 Ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.

3.4 Kitchen and Cooking Areas

- 3.4.1 Kitchens and cooking areas must be suitably located in relation to the living accommodation, the kitchen must be safe, convenient and of such layout and size and equipped with such facilities to adequately enable those using the facilities to store, prepare and cook food.
- 3.4.2 Minimum kitchen sizes:
 - (i) For 3 – 5 residents an area of at least 7m²
 - (ii) For 6 – 10 residents an area of at least 10m²
 - (iii) For 11 – 15 residents there must be at least 2 separate kitchens (not a single kitchen with two sets of facilities)
 - (iv) The width of the kitchen must be at least 1.8m to allow safe movement of occupants

- 3.4.3 The kitchen must be contained in the main building and located not more than one floor distance from the bedrooms. If this is not practicable in HMOs of not more than three storeys and not more than 10 persons, communal kitchens may be provided up to two floors distant from some bedrooms.
- 3.4.4 Stop valves must be clearly labelled, especially where situated in common areas.
- 3.4.5 Drinking water for human consumption with continuous supply must be available directly from the mains.
- 3.4.6 For self-contained units, storage, preparation and cooking facilities, minimum requirements are a four-ring gas or electric cooking appliance with grill and oven, and food storage cupboard and refrigerator with adequate freezer space.
- 3.4.7 For H.M.O.s subject to mandatory licensing, storage, preparation and cooking facilities, minimum requirements are a two-ring gas or electric cooking appliance with grill and oven, and food storage cupboard and refrigerator with adequate freezer space.
- 3.4.8 For accommodation with no kitchen facility, communal eating space to be provided and access to kettle and microwave as minimum.
- 3.4.9 Water heating facility must be capable of providing an adequate and continuous supply of hot water.
- 3.4.10 Where available, kitchens must include the following items, which must be fit for the purpose and supplied in a sufficient quantity for the number of those using the facilities:
- (i) Sink(s) and drainer (there should be enough space to stand directly in front of the sink and place utensils on both sides)
 - (ii) Constant mains-supplied hot and cold water supplies to each sink
 - (iii) Installations or equipment for the cooking of food (where a free-standing cooker to be level and restrained from tipping)
 - (iv) Electrical sockets (at least 2 non-dedicated double electrical sockets at worktop height, and at least 2 other double sockets at low level for fridges, etc.)
 - (v) Working surfaces for the preparation of food, arranged wherever possible between cooking facilities and sink
 - (vi) Cupboards for the storage of food or kitchen / cooking utensils

- (vii) Refrigerator with adequate freezer compartment (or, where freezer compartment is not adequate, a separate freezer)
 - (viii) Appropriate refuse disposal facilities
 - (ix) Appropriate mechanical ventilation to the outside air (in addition to windows), fire blankets and fire doors
- 3.4.11 Storage space combining a minimum 1 double base unit with worktop, sink unit and double wall unit. The sink base is not to be used for food storage purposes.
- 3.4.12 Work surfaces to be clean with mastic sealed edges and impervious to liquid.
- 3.4.13 Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical Regulations.
- 3.4.14 Cookers should be located away from doorways and have enough floor space for items to be safely removed from the oven. All oven doors should be cool doors so they should not be hot to the touch. Cookers should not be placed under windows.
- 3.4.15 No more than two sets of facilities shall be provided in any one kitchen. If two sets of facilities are provided in one kitchen, the layout must allow them to be used safely at the same time.
- 3.4.16 All kitchen facilities must be available 24 hours a day.

3.5 Tiling

- 3.5.1 Tile splash backs located behind sinks, baths, worktops, and basins to be sealed with mastic against water penetration.
- 3.5.2 Existing wall tiled areas to be thoroughly cleaned and free of grease, cooking fat, dirt, and other by-products.
- 3.5.3 Caulking sealant located around worktop, sink tops, and sanitary ware is to be in good condition. Where sealant is faulty this is to be raked out and re-sealed to prevent water penetration.

3.6 Bathrooms

- 3.6.1 Bathroom facilities to include toilet, wash-hand basin, bath and / or shower which must be correctly screened and watertight.
- 3.6.2 Bathrooms and toilets must be fit for purpose and constructed to ensure privacy. Where a child under 10 lives in the property, a bath should ideally be provided

- 3.6.3 Bathrooms must be of adequate size and be laid out in such a way as to enable persons to undress, dry and dress themselves in a safe manner.
- 3.6.4 For bathroom fittings the following minimum dimensions shall apply:
- (i) Bath: 1,700mm x 700mm
 - (ii) Shower: 800mm x 800mm
 - (iii) Separate toilet compartments: 1,300mm x 900mm with 750mm in front of the toilet
- 3.6.5 For HMOs, bath / showers shall be provided in the ratio of at least one to every five persons sharing:
- (i) For HMOs where there are four or fewer occupiers sharing facilities, there must be one bathroom with fixed bath or shower and one toilet (which may be situated in the bathroom).
 - (ii) For HMOs where there are five or more occupiers sharing facilities there must be one toilet with wash hand basin separate from the main bathroom for every five sharing occupiers, and one bathroom (which may contain a toilet) with a fixed bath or shower for every five sharing occupiers.
 - (iii) Where a room is provided with a complete en-suite facility (i.e., bath / shower, toilet and wash hand basin) for the exclusive use of that occupant, then that occupant will be disregarded when considering the provision of sanitary facilities. For example, if there were six occupants, one of whom had exclusive use of a fully equipped en-suite, the requirement for the remaining occupants would be for five people. If, however, the en-suite only provides one facility (i.e., either a bath / shower or a WC) then the occupant will not be disregarded for the missing amenity.
 - (iv) Bathrooms and toilets shall be readily accessible and normally not more than one floor away from the user. Shared bathroom and toilet facilities shall be accessible from a common area. Facilities must be inside the building.
 - (v) Where there are five or more occupiers, where reasonably practicable there must be a wash hand basin with appropriate splash-back provided in each separate unit of accommodation (in every bedroom or bedsit) that doesn't already have a sink.
- 3.6.6 Bath mixer tap with shower valve to be capped off where not correctly screened / watertight.

- 3.6.7 Continuous and adequate hot and cold running water to be supplied to wash-hand basin, bath and / or shower (where applicable), designed to ensure reasonable temperature control.
- 3.6.8 Toilets are to be provided in bathrooms or separate compartments of an adequate size and layout. A toilet provided in a separate compartment must have a wash hand basin with an appropriate splash-back.
- 3.6.9 Sanitary fittings to be good, clean and in a condition to operate as designed.
- 3.6.10 Accessory fittings to be provided: toilet roll holder, towel rail, and mirror to be located in an easily accessible position and in good working order.
- 3.6.11 Bathroom or toilet windows should have obscure glass or have nets / blinds supplied.
- 3.6.12 Bathrooms and toilets to have smooth, impervious wall and ceiling surfaces, which can be easily cleaned.
- 3.6.13 Sanitary ware to be chemically cleaned prior to each new resident, removing all existing stains.
- 3.6.14 Bathrooms and toilets must be adequately ventilated.
- 3.6.15 Mechanised ventilation to be provided with humidity switch or overrun linked to light switch. 15-minute run minimum.
- 3.6.16 For HMOs with shared bathroom and toilet facilities, bathroom and toilet doors to be fitted with a vanity lock or barrel bolt. Self-contained units intended for family occupation should not have locks on bathroom or toilet doors.

3.7 Floorings and Soft Furnishings

- 3.7.1 Floors to be level and even with boarding securely fixed to joists.
- 3.7.2 Aluminium binding strip (or similar) to be fixed on changes in floor finish.
- 3.7.3 Carpet or laminate flooring is essential floor covering to living and bedrooms, lobbies, common halls, and staircases.
- 3.7.4 Vinyl floor covering or non-slip tiles to kitchens, bathrooms, and separate w/c compartments. The flooring should be capable of being easily cleaned and slip-resistant, decorated appropriately with non-slip tiles or linoleum.
- 3.7.5 All upholstered furniture and furnishings, including beds and mattresses, must comply with The Furniture and Furnishings (Fire)

(Safety) Regulations 1988 (as amended in 1989 and 1993). Bunk beds are not acceptable, and mattresses should be of a good standard.

3.8 Decorative Standard

- 3.8.1 Room decorations to be clean, complete, and of a good standard.
- 3.8.2 Damaged or stained / soiled decorations are to be redecorated, preferably when the rooms are vacant.
- 3.8.3 Woodwork items, e.g., skirting boards, frames, architraves, doors and windows, etc., are to be washed down prior to new residents, but redecorated where poorly decorated.
- 3.8.4 Polystyrene tiles to be removed from all ceilings and walls and the walls and ceiling adequately repaired or replaced with durable material.
- 3.8.5 All habitable rooms to have heavy curtains or blinds that are in good condition. Velux windows to be fitted with factory made roller blinds.

3.9 Power, Heating and Lighting

- 3.9.1 Heating must be appropriate to the design, layout and construction of the property and capable of adequately and efficiently heating the whole dwelling.
- 3.9.2 Fixed heating should be provided to all habitable rooms and common areas, be readily controllable by occupiers, and be sufficient to maintain comfortable temperatures without excessive running costs, so as to minimise the risk of Excess Cold.
- 3.9.3 Where properties are electrically heated a higher standard of insulation will be required.
- 3.9.4 Heating system to be fully serviced, in good condition, inspected and certified by British Gas or registered Gas Safe contractor. Providers must have in place a 3 Star Gas heating contract with British Gas (or equivalent with a registered Gas Safe servicer) for the full term of the lease, costs to be met by provider.
- 3.9.5 Providers must, by Law, ensure that gas appliances are maintained in good order and checked for safety by a Gas Safe registered engineer at least every 12 months. They must also keep a record of the safety checks and issue a certificate to SBC.
- 3.9.6 Gas central heating is to be the preferred means for heating with the recommended type being a gas-fired boiler system with convector radiators. Radiators and pipework to be secured to the walls.

- 3.9.7 Bolts to be fitted on storage, meter, and airing cupboards. Where practical, boilers should be boxed in.
- 3.9.8 A combination of both systems will be acceptable.
- 3.9.9 Solid fuel heating system, non-Economy 7 electrical systems, and warm air systems are unacceptable.
- 3.9.10 Mains-wired or battery-operated working carbon monoxide detectors to be fitted where there is a gas appliance in the property. If not present, the minimum is a battery-operated CO monitor fitted in same room as appliance.
- 3.9.11 Electrical installations must have a complete test certificate stating compliance with electrical regulations for electrical installations.
- 3.9.12 Fittings: sockets and switches must be in good condition without cracks and firmly secured to their appropriate back boxes.
- 3.9.13 All lighting must be covered and all strip lights to have shatter proof covers.
- 3.9.14 Power points as a safety precaution are not to be located over and around sinks or cooker with a minimum of 600mm distance away from the tap.
- 3.9.15 Electric lighting in each room is to be of sufficient intensity.
- 3.9.16 All white goods supplied to be PAT tested annually with certificates available to SBC on request.

3.10 Meters

- 3.10.1 Meters, gas and electric (and water where applicable), to be provided separately for each self-contained flat or unit and be accessible 24 hours a day.
- 3.10.2 Meters should be free of debt when notifying SBC that a property is available for letting.

3.11 External Works, Boundaries and Fencing

- 3.11.1 Boundaries of the property must be clearly defined and protected by walling or fencing including lockable rear access entrances where provided. Walling or fencing to be well-maintained.
- 3.11.2 Garden to be well-maintained with vegetation to be cut back upon submission or re-submission of property. No ponds or greenhouses in gardens.
- 3.11.3 All external woodwork, including door and window frames, to be in good order and weatherproof.

- 3.11.4 Access covers over manholes, service ducts to be flush with pavement and of no danger to pedestrians.
- 3.11.5 Any yard and path should have an even surface and not present a trip hazard.
- 3.11.6 Refuse bin to be allocated to each property where possible. The preferred location for bins is the front of the building where the property is situated within a block of flats. If a flat within a converted house, an outside bin needs to be provided; the location is to be clean, hygienic and in an unobtrusive position. In houses, bins should be kept at the rear of the property and the applicant provided with details about refuse collection days and advised to put the bin at the front of the property for the purposes of collection on those days.

3.12 Security

- 3.12.1 All external doors to be fixed with a latch and mortice lock as minimum.
- 3.12.2 Peep holes are preferential but not essential.
- 3.12.3 All windows to be fitted with locks and restrictors if above ground floor.
- 3.12.4 Ideally self-closing main access to minimise unwanted visitors accessing the property.
- 3.12.5 For blocks of purpose-built / converted flats and HMOs, CCTV should be on main entrance as a minimum. CCTV is not required for standalone properties.
- 3.12.6 Cloud fob based key monitoring is desirable in block-style accommodation with communal entrance.

3.13 Access

- 3.13.1 To be safe, well-lit, and easily accessible with no obstructions. Any access stairways to be secure and not unreasonably steep and have a fixed handrail.
- 3.13.2 Communal areas to be clean, tidy, well-lit, and well-maintained.

3.14 Building Regulations and Planning Permission

- 3.14.1 All works carried out must be in accordance with Building Regulations and Planning requirements (where required, e.g., loft conversions, extensions, etc.).
- 3.14.2 Habitable room definition does not include bathroom, staircase, passageway, landing or access lobby.

4. SECTION B – HEALTH AND SAFETY

4.1 Housing Health and Safety Rating System (HHSRS)

- 4.1.1 From 6th April 2006, the fitness standard in the 1985 act was replaced by a new evidence-based assessment of risks to health and safety in all residential premises (including HMOs) carried out using the Housing Health and Safety Rating System (HHSRS). Part 9 of the 1985 Act is retained with amendments, to deal with hazards for which demolition or area clearance is the most appropriate option. Revised statutory HHSRS Operating and Enforcement Guidance was published on 23rd June 2026.
- 4.1.2 Action by the local authority is based on a three-stage consideration:
- (i) the hazard rating determined under HHSRS
 - (ii) whether the authority has a duty or power to act, determined by the presence of a hazard above or below a threshold prescribed by Regulations (Category 1 and 2 hazards)
 - (iii) the authority's judgement as to the most appropriate course of action to deal with the hazard
- 4.1.3 The purpose of the HHSRS assessment is to generate objective information in order to determine and inform enforcement decisions. HHSRS allows for the assessment of 21 categories of housing hazard and provides a method for rating each hazard. It does not provide a single rating for the dwelling as a whole, or, in the case of HMOs, for the building as a whole. A hazard rating is expressed through a numerical score which falls within one of 3 risk categories, either High, Medium or Low. Scores in the High risk category are Category 1 hazards. Scores in the Medium or Low risk categories are Category 2 hazards. If a housing authority considers that a Category 1 hazard exists on any residential premises, they have a duty under the 2004 Act to take appropriate enforcement action in relation to the hazard. They also have a power to take particular kinds of enforcement action in cases where they consider that a Category 2 hazard exists.
- 4.1.4 The HHSRS assessment is based on the risk to the potential occupant who is most vulnerable to that hazard. For example, stairs constitute a greater risk to the elderly, so for assessing hazards relating to stairs they are considered the most vulnerable group. The very young as well as the elderly are susceptible to low temperatures. A dwelling that is safe for all those most vulnerable to a hazard is safe for all.
- 4.1.5 Basement flats, the sole entrance to which is at basement level, receive a high-risk category because, potentially, an over 60-year-old (an HHSRS category) could use the flat, either by occupying or

visiting. We need to be able to demonstrate that we have minimised the risk at this type of property as far as possible. The Housing Officer or the Tenancy Sustainment Officer may flag the property on their reports as not recommended for persons over 60 years of age, or other relevant category. Local authorities may treat certain properties in the same way as they treat sensitive lets and only offer them to certain categories of people.

4.1.6 The inspecting officer may prescribe any or all of the following actions dependent on the categories:

- (i) Nosing strips on each stair
- (ii) Movement sensor light illuminating the stairs
- (iii) Handrails to both sides of a stairway
- (iv) Non-slip surfacing to the top of each stair

4.2 Energy Performance Certificates

4.2.1 For all properties an Energy Performance Certificate (EPC) is required.

4.2.2 The certificate provides a rating for the building, showing its energy efficiency. The ratings are similar to those found on products such as fridges and are standard so the energy efficiency of one building can easily be compared with another building of a similar type.

4.2.3 The property must have an energy efficiency rating no lower than E. (Note that there are plans to make the legal minimum a C rating by 2030, and these specifications will be updated in line with the new legal minimum requirement.)

4.3 Fire Safety

4.3.1 Working smoke alarms must be fitted inside the property in position to give adequate warning to all residents. As a minimum, there should be a working heat detector in the kitchen(s) and a working smoke alarm on each floor.

4.3.2 A fire-resistant door complying with current recommended fire safety standards must be fitted to all kitchens.

4.3.3 In blocks of flats, the common parts should be clean and tidy, in a reasonable state of repair and free of combustible materials.

4.3.4 The means of escape should be suitably protected and free of obstructions.

4.3.5 Common parts should have an appropriate fire detection system and emergency lighting.

- 4.3.6 Flat doors in conversions should be fire-resistant and self-closing.
- 4.3.7 Fire alarm testing should be carried out on an appropriate regular basis (e.g., weekly for Grade A systems, and monthly for Grade D and E systems).
- 4.3.8 A fire risk assessment is required annually, and a copy of the fire risk assessment should be provided to SBC.
- 4.3.9 The aims of the fire risk assessment are:
 - (i) To identify the fire hazards
 - (ii) To reduce the risk of those hazards causing harm to as low as reasonably practicable
 - (iii) To decide what physical fire precautions and management arrangements are necessary to ensure the safety of people in your premises if a fire does start
- 4.3.10 Following the fire risk assessment, if fire doors or an alternative fire system is required any commissioning paperwork will be required and works highlighted should be undertaken prior to occupation of the building.
- 4.3.11 Exit doors forming part of the means of escape should be readily openable from the inside without the need to use a key.

4.4 Damp

- 4.4.1 Properties must be free from damp and mould.
- 4.4.2 There should be an adequate and effective damp-proof course and underfloor air bricks where necessary to suspended timber ground floors.
- 4.4.3 Where damp and / or mould are evidenced, the provider must carry out further investigations and provide appropriate proactive remedial works within the timescale as stated by SBC. Evidence of all works must be provided to SBC.

4.5 Legionella

- 4.5.1 Where there is a communal or shared water tank, providers are under a duty to ensure that the risk of exposure to residents and visitors by Legionella is properly assessed and controlled.
- 4.5.2 Vacant rooms or areas with water outlets must be flushed weekly.
- 4.5.3 Provide SBC with a copy of the annual Legionella risk assessment / report.

4.6 Pests

- 4.6.1 Providers must ensure the units are free from pests.
- 4.6.2 If pests are identified, suitable treatment by a registered exterminator must be undertaken at the expense of the provider and certification of completion provided to SBC. This is essential in the case of bedbugs.
- 4.6.3 The provider should where possible provide an alternative unit for use by the customer while treatment is ongoing.

5. SECTION C – MANAGEMENT STANDARDS

5.1 Safeguarding and Warnings:

- 5.1.1 Providers should have and be able to evidence experience in managing complex and vulnerable customers.
- 5.1.2 Providers should be aware of and enforce the terms of the licence as supplied by SBC. All breaches of terms must be relayed to SBC with evidence where possible (i.e., CCTV and key log). See Warning Procedure in Section E.
- 5.1.3 Providers should have an awareness of and be vigilant of any safeguarding issues concerning the residents (i.e., Neglect, Physical / Emotional / Verbal / Sexual / Financial Abuse). Concerns must be relayed to SBC. Please also see Harassment Policy in Section E.

5.2 Occupancy, Movement and Payment:

- 5.2.1 To grant exclusive occupation of each property specified under this agreement to the person or persons granted a licence by SBC to occupy said property.
- 5.2.2 To clearly state the price per night for occupation of each property specified under this agreement and to confirm this nightly rate with SBC prior to the commencement of the agreement and occupancy of said property. This nightly rate will be exhaustive and include all-inclusive costs, expenses, and disbursements. The provider shall not charge any additional fees without SBC's prior written consent.
- 5.2.3 To confirm first and last night at the accommodation to SBC. The provider will ensure that confirmation of residents' first and last night are provided via e-mail to SBC to inform invoicing.
- 5.2.4 SBC will not be liable for charges relating to any occupant that overstays after the date of the last night on which it has been stated by the provider that the booking will end, regardless of any items left in situ.
- 5.2.5 The provider is responsible for ensuring that residents remain in continuous residence at the property. SBC will not pay invoices for any period during which residents are found to have vacated the accommodation (including no-shows, abandonment, hospital / prison absences, cancelled bookings, and any other reason for the property being unoccupied). Where charges have been submitted for unoccupied properties, SBC reserves the right to cease using that accommodation in the future.
- 5.2.6 To ensure that any cleaning, repairs and maintenance works, and any re-stocking, repair or replacement of white goods, services and furnishings required for void units are completed as swiftly as

possible, in line with the response times in Section D of this Specification (below).

- 5.2.7 To provide an information folder for the resident(s) detailing the responsibilities of the provider and the responsibilities of the resident. The pack should contain contact details for repairs and maintenance (including emergency repairs service) together with a copy of relevant gas and electricity safety certificates.
- 5.2.8 At least two sets of keys should be made available to new residents. The cost of any additional set(s) of keys will be the responsibility of the residents.
- 5.2.9 Providers must arrange for residents to hand back the keys on the stated final day, to provide a receipt to the residents for keys handed back and to retain a record of this.
- 5.2.10 The provider will, when requested to do so by SBC, serve such notices or other documentation on residents within agreed timeframes contained in individual e-mail notification from SBC, specific to that property.
- 5.2.11 As per this specification, it is the providers responsibility to:
 - Obtain a bailiff if required at expiry of Notice to Quit (NTQ)
 - To dispose of any belongings left in situ beyond any time period agreed between SBC and the licence holder

5.3 Day-to-Day Management:

- 5.3.1 To keep all structural parts and the exterior of the premises (including the roof, gutters, drains, and exterior pipework) in a reasonable state of repair.
- 5.3.2 At all times to keep the premises free from damp and from fungi or other infestation that materially affect the property.
- 5.3.3 To keep any stairways corridors or entrance halls or other communal areas that service the premises properly cleaned, lit, and adequately maintained at all times.
- 5.3.4 To keep in good repair and proper working order all installations in the premises for the supply of water, gas and electricity, including basins, sinks, baths, and sanitary apparatus, but not including other fixtures, fittings, and appliances for making use of the supply of such services.
- 5.3.5 To keep in good repair and proper working order the installations for the heating of water and the heating of the main living room of the premises, save that where a central heating system exists to maintain this by way of a service contract with a Gas Safe accredited contractor.

- 5.3.6 To inspect the premises on a regular basis and in any event not less frequently than once in every six weeks, and to carry out as soon as possible any repair work shown to be necessary as a result of such inspection or which may have reasonably been requested by SBC.
- 5.3.7 To notify SBC immediately following identification of any damage caused by the resident.
- 5.3.8 To keep the premises fully insured with an insurance company of repute in the full reinstatement value and, if so requested by SBC, to produce the receipt for the current premium as evidence of payment. Such insurance must also contain adequate provisions for Public / Third Party liability at all times throughout the period the property is available to SBC. A copy of insurance certificates must be available for inspection by SBC at 24 hours' notice.
- 5.3.9 To carry out at the provider's expense all appropriate internal redecoration of the premises if requested by SBC to comply with this contract.
- 5.3.10 To pay and discharge and indemnify SBC in respect of all existing taxes, rates, and assessments, including water rates, which may be payable on the Premises or in respect of the provider's interest in the Premises (but not including those which are the responsibility of the resident under the Licence).
- 5.3.11 To attend, or arrange for a competent agent to attend, at the Premises at the commencement of the operation of any new Licence of the Premises at such reasonable time and for such reasonable period as may be required by SBC so as to explain the method of operation of any switches, controls, and locks affecting the Premises or equipment within the Premises.
- 5.3.12 To undertake at the provider's expense the changing of any door locks to the Premises where specifically and reasonably requested to do so by SBC (i.e., for safety, or due to eviction). Lock changes arising as a result of a loss of keys by the resident will not be payable by SBC.
- 5.3.13 To provide or renew such basic furniture and furnishings within the Premises as may be required by SBC suitable to the size of the property / number of residents as follows:

For Furnished Properties:

- Carpets / appropriate flooring throughout
- Heavy curtains or blinds to all living and bedrooms
- Beds for the number of residents
- If kitchen present, cooker
- If kitchen present, fridge with icebox or fridge freezer
- If lounge space present, sufficient chairs / seating
- Wardrobe

- 5.3.14 To ensure the property complies with current health and safety and fire regulations.
- 5.3.15 To provide to SBC, prior to the acceptance of any property, copies of current National Inspection Council for Electrical Installation Contracting (NIECIC) electricity (or other recognised electricity safety certificate) test certificates, and Gas Safe Register gas certificates, together with the energy performance certificate (EPC), and the property checklist signed and dated, confirming the property meets the standards laid down by SBC.
- 5.3.16 The provider covenants not to dispose by way of transfer, assign, sale, or any other method, his interest in the property without the express permission of SBC to any such transaction.
- 5.3.17 The provider is responsible for physical evictions and associated costs including lock changes.
- 5.3.18 The provider must provide a contact telephone number to SBC and residents and be available for out of hours contact in the event of emergencies arising.

6. SECTION D – REPAIRS PERFORMANCE

6.1 Repair Categories:

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

6.1.2 Priority A (Emergency Repairs):

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

6.1.3 Priority B (Urgent Repairs), which must be completed within 5 working days.

6.1.4 Priority C (General Repairs), which must be completed within 28 working days.

6.2 Detailed Repair Functions:

6.2.1 The following three lists outline the Priority A, B and C repair functions. Repair obligations, which are not mentioned here, but are considered the responsibility of the provider, will also need to be completed within a period of time which SBC will determine to be reasonable.

6.2.2 Repairs and appointments to carry out repairs should all be made through the provider. On no occasion should responsibility to make arrangements be passed on by the provider to the resident.

6.2.3 Priority A – Emergency: Maximum completion time is 24 hours

- Drinking water
- Heating (between 1st November – 30th April)
- Electrics unsafe
- Flooding
- Blocked drains and sanitation
- No lights or power
- No lighting to communal areas (complete failure)
- Dangerous electrical faults (exposed wires, overheating of switches or sockets, flickering lights)
- Burst pipes, defective tanks, or serious leaks causing flooding
- Blocked drains or blocked toilets
- Gas leaks (normally reported to British Gas)
- Dangerous structures – floors, ceilings, walls etc.

- Removal of racist or sexist graffiti, or graffiti of an offensive nature
- Provision of temporary heating to vulnerable households, such as people with young children and people over the age of 65
- Replacement of missing or badly damaged manhole covers
- Replacement of broken toilet pan

6.2.4 Priority B: Maximum completion time is 5 working days

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

6.2.5 Priority C: Maximum completion time is 28 working days

- Re-securing wash basin
- Repairing blocked and / or damaged rainwater gutters and pipes
- Replacing glazing to communal areas
- Replacing chimney pot or cowl
- Replacing fittings to windows and / or external doors
- Mending faulty taps
- Replacing zinc or lead flashings
- Replacing ridge / eaves tiles and cement filets
- Replacing or repairing internal fire doors
- Replacing defective fire bricks or parts for open fires
- Repairing and / or replacing fittings for metal casement windows and doors
- Replacing window sash fastener / sash cord
- Replacing rotten or defective flooring
- Replacing toilet cistern
- Replacing waste trap or fitting
- Repairing faulty stop valve or drain down cock
- Replacing bath
- Replacing kitchen units (including sink units / taps)
- Replacing external doors

- Replacing window / frames
- Dry lining condensation treatment
- Repairing or replacing wall tiling / splashbacks
- Replacing loose or defective flooring (not dangerous)
- Fixing or replacing air bricks
- Repairing or renewing tile surrounds
- General brickwork repairs (rebuilding piers, boundary walls)
- Repairing or replacing stone, concrete, tile or wooden window cills
- Repairing timber staircases (not dangerous)
- Replacing or repairing external fascia / soffit / barge boards
- Repairing or replacing fencing / gates
- Redecoration following repair works
- Replacing gully grid
- Plaster repairing gully grid
- Plaster repairs to ceilings or walls
- External rendering
- Repairing internal floor screeds
- Repairing external floor screeds
- Repairing external paving / concrete aprons

7. SECTION E – RESIDENT RELATIONS

7.1 Harassment Policy

- 7.1.1 Harassment is a serious breach of the resident's property agreement and should be treated as a separate issue to that of nuisance. You should adopt a victim-centred definition of harassment, and the matter should be investigated as such. All reported incidences of harassment should be fully investigated; the onus of proof should not be placed on the victim.
- 7.1.2 You should strongly advise your resident to report racist incidences to the Police. You or your staff should offer support and, if asked, be present whilst the matter is reported to the Police.
- 7.1.3 SBC should be notified of any harassment.
- 7.1.4 Definitions of harassment include:
- Verbal abuse
 - Damage of property or threats to damage property
 - Arson or attempted arson
 - The sending of threatening and / or abusive correspondence
 - The making of threatening and / or abusive telephone calls
 - Unprovoked assaults
 - Repeated vandalism
 - Harassment by animals
 - The placing of rubbish, paint, excrement, and / or any other noxious or offensive substances, through any opening or on any internal or external part of the dwelling house
 - Demanding money accompanied by threats of abuse, oral or physical
- 7.1.5 Victims of harassment should be dealt with sympathetically and in confidence. You should keep these reports in one central location and update the file at every stage of the investigation / action.
- 7.1.6 If the resident is a perpetrator of domestic violence, the provider must notify SBC and should notify the Police of an actual or suspected crimes. SBC is at liberty to decide to follow the Warning and Discharge procedures below.

7.2 Warning and Discharge Procedures

- 7.2.1 It is imperative that SBC maintain full control of warning and discharge procedures.
- 7.2.2 Where a complaint is made about a resident, the provider must adhere to the following process:
- (i) Once a complaint has been received, the provider should be able to supply evidence to support the claims.

- (ii) The provider will liaise with SBC to provide full details of the complaint and / or an accurate account of the incident for SBC to produce and issue a warning letter to the resident. The letter to the resident will make clear that this first warning is from SBC.
- 7.2.3 The SBC warning and discharge procedure proceeds in the following order:
 - 1) First Warning
 - 2) Final Warning
 - 3) Discharge of Duty and eviction procedures
- 7.2.4 If the grounds are deemed sufficiently serious, for instance, drug use, verbal abuse, or severe noise and nuisance, SBC may go straight to a Final Warning. Or, if matters are more serious (e.g., proven criminal activity), SBC may simply discharge if it finds the resident's account to be unsatisfactory.
- 7.2.5 Warnings last for a one-year period, after which they may no longer be taken into account in these procedures (although they will always be kept for reference).
- 7.2.6 A note about duties:
 - (i) Section 188 – Should a case reach the discharge stage, it must be remembered that the case may still be accepted under Section 193, and further accommodation may have to be provided. Warnings made under Section 188 are no longer valid when a case is accepted under 193.
 - (ii) Section 193 – The discharge and offer letters should state the right of review under Section 202 – discharge letters should be sufficiently detailed demonstrating the history of poor behaviour, including dates and incidents, and copies of previous warning letters.
 - (iii) Section 198 cases are actually Section 193 cases until the duty is transferred.

7.3 Residents' Complaints

- 7.3.1 The first point of contact for residents should be the provider that is dealing with the property.
- 7.3.2 All providers are required to have a complaints procedure and to fully investigate and respond to all complaints. If a resident considers that their complaint has not been dealt with satisfactorily by the provider, then they may contact the appropriate Housing team for further investigation.
- 7.3.3 SBC shall deal with the complaint according to its own internal procedures. However, the provider must be given a reasonable

opportunity to resolve the complaint before the local authority gets involved in a formal process.

- 7.3.4 All landlord complaints should be made via the provider. However, complaints about a provider should be referred to the appropriate Senior Housing Officer or Housing Manager.

7.4 Home Visits

- 7.4.1 In the case of self-contained properties, the landlord or managing agent will visit the property at least every 6 weeks.
- 7.4.2 In the case of shared accommodation / accommodation with shared facilities, the landlord or managing agent will visit the property at least once every week.
- 7.4.3 The visit will incorporate, as a minimum, an occupancy check and a check on the condition of the property.
- 7.4.4 Failure to occupy should be notified to SBC with any evidence.

8. SECTION F – SITE VISITS

- 8.1 To ensure ongoing compliance with contract requirements and to maintain service standards, SBC may conduct site visits post-award or during the contract term.
- 8.2 These visits will enable The Council to verify that the accommodation provided meets the agreed specification and quality expectations.
- 8.3 Providers will be given reasonable notice in advance of any site visits to facilitate access and preparation.
- 8.4 Providers are required to provide full access to the accommodation units, communal areas, and relevant documentation during site visits. Cooperation with SBC representatives is mandatory to enable effective inspection and assessment.

9. SECTION G – GENERAL DATA PROTECTION REGULATION (GDPR)

- 9.1 The provider and SBC will be Data Controllers as defined by the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025.
- 9.2 The provider is a Data Controller in their own right, and the provider must provide SBC with details of their ICO (Information Commissioner's Office) Registration Number.
- 9.3 The provider and SBC process personal data as independent Data Controllers and not jointly as joint Data Controllers.
- 9.4 SBC requires that the provider complies with the obligations set out within the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025, and the UK General Data Protection Regulation 2016, as well as any other relevant data protection legislation.
- 9.5 The provider must be able to satisfy SBC that they have adequate policies and procedures in place to comply with all relevant data protection legislation (as detailed above).
- 9.6 The provider and SBC shall each individually and separately be responsible for complying with the obligations that apply to them as Data Controllers under any applicable data protection legislation in relation to all personal data processed.
- 9.7 In the event of any breach of any applicable data protection legislation whichever party (either the provider or SBC) is at fault must cover all resulting costs, charges, damages, expenses or loss, and must repay any resulting financial cost or loss to the other party in full.
- 9.8 The provider will notify SBC of any complaint, communication or request that they receive in relation to either party's (the provider's or SBC's) obligations under data protection legislation, and the provider will provide all reasonable co-operation and assistance required by SBC in relation to such requests and communications.
- 9.9 A privacy notice is included in the tender pack.