

Index

**LANDLORD REGISTRATION (PRIVATE HOUSING) (MINIMUM STANDARDS)
REGULATIONS 2020**

Index

Regulation	Page
1 Title	3
2 Commencement.....	3
3 Interpretation.....	3
4 Minimum standards: relevant landlord	5
5 Minimum standards: rented dwellings	6
 SCHEDULE 1	 7

RELEVANT LANDLORD: MANAGEMENT AND OPERATIONAL MINIMUM STANDARDS	7
1 Occupancy agreement.....	7
2 Rent book or record.....	8
3 Inventory and property condition statement	9
4 Records.....	10
5 Discrimination.....	10
6 General lease or licence standards	10
7 Additional management and operational standards: flats or a HMO	11
 SCHEDULE 2	 12

RELEVANT LANDLORD: PROPERTY SAFETY MINIMUM STANDARDS	12
1 Periodic inspections of electrical, gas, oil and solid fuel installations and appliances	12
2 Periodic inspections: supplementary.....	14
3 General safety standard.....	15
4 Interpretation.....	16
 SCHEDULE 3	 18

RENTED DWELLING: PROPERTY CONDITION MINIMUM STANDARDS	18
1 Property condition standard.....	18
2 Repair and maintenance standard	20

Regulation 1

Statutory Document No. 20XX/XXXX

Landlord Registration (Private Housing) Act 2020 c

**LANDLORD REGISTRATION (PRIVATE HOUSING) (MINIMUM STANDARDS)
REGULATIONS 2020**

Approved by Tynwald:
Coming into operation in accordance with regulation 2

The Department of Infrastructure makes the following Regulations under section 23(1) of the Landlord Registration (Private Housing) Act 2020.

1 Title

These Regulations are the Landlord Registration (Private Housing) (Minimum Standards) Regulations 2020.

2 Commencement

If approved by Tynwald, these Regulations come into operation on the same date as section 11 of the Landlord Registration (Private Housing) Act 2020¹.

3 Interpretation

(1) In these Regulations, unless the context otherwise requires—

“the Act” means the Landlord Registration (Private Housing) Act 2020;

“building” includes—

(a) a rented dwelling; and

(b) the structure, exterior and any common parts of the building of which a rented dwelling forms part;

“Building Regulations” means the Building Regulations 2014², and includes any Regulations amending or replacing those Regulations which are in effect from time to time;

“common parts” in relation to a building or part of a building means any common facilities (whether within the building or part or used in connection with it) for use by—

¹ Tynwald approval is required by section 23(1) of the Act.

² SD 2014/165, as amended by the Building (Amendment) Regulations 2019 (SD 2019/276).

Regulation 3

- (a) the occupier of a rented dwelling in the building or part and the occupier's household; and
- (b) other persons;

“emergency repair” means any repair of a fault or defect that poses a safety risk to the occupier of a rented dwelling or to the public or that endangers the structure of a building and includes, but is not limited to, a repair of the following—

- (a) a gas leak, or a dangerous gas appliance;
- (b) a total loss of electricity or a dangerous electrical fault;
- (c) a total loss of water supply or a major leak;
- (d) a WC, in circumstances where the rented dwelling has only one WC and the occupier is unable to use it;
- (e) a blocked drain or serious leakage of sewerage; and
- (f) the heating source or a heating appliance if it is the primary source of heating and there is no other form of heating available in the rented dwelling;

“flat” means, for the purposes of these Regulations, a flat which—

- (a) is registered under the Housing (Registration) Regulations 2013³ (where such registration is required under section 12 of the Housing (Miscellaneous Provisions) Act 2011); and
- (b) is a rented dwelling; “habitable room” means a room used or intended to be used as living accommodation, but does not include a room used or intended to be used exclusively as a kitchen or bathroom;

“house in multiple occupation” or “HMO” means, for the purposes of these Regulations, a house or a flat which—

- (a) is registered under the Housing (Registration) Regulations 2013 (where such registration is required under section 12 of the Housing (Miscellaneous Provisions) Act 2011); and
- (b) is a rented dwelling;

“kitchen” means a room or part of a room which contains a sink and facilities for the preparation of food; “local authority” means the local authority in whose district the rented dwelling is located;

“occupier” includes occupiers where there is more than one occupier in the rented dwelling and **“former occupier”** and **“prospective occupier”** are to be construed accordingly;

³ SD 380/13

Regulation 4

“occupancy agreement” means a properly executed written agreement between a relevant landlord and an occupier, which may be either a lease or licence for the right to occupy a rented dwelling, comprising of two copies of the agreement, one copy provided to the occupier and the other retained by the relevant landlord;

“postal packet” means a letter, postcard, newspaper, printed packet, parcel or insured box and every packet or article transmissible by post, and includes a telegram;

“preparation of food” means the handling, making and cooking of food and a reference to preparing food is to be construed accordingly;

“sanitary appliance” means a WC, urinal, bath, shower, washbasin, sink or bidet;

“sink” means a receptacle used for holding water (for preparation of food or washing up) supplied through a tap and having a waste pipe properly connected to the drainage system;

“staircase” includes any landing; and

“WC” means a water closet, or equivalent, which is properly fitted in accordance with relevant Building Regulations.

- (2) A reference to a relevant landlord in the Schedules to these Regulations may include, where applicable, a landlord’s representative acting on behalf of a relevant landlord where the Department is satisfied the representative meets the personal conduct requirements in accordance with section 11(1)(e) of the Act.

4 Minimum standards: relevant landlord

- (1) The minimum standards referred to in section 11(1)(a) (registration requirements) of the Act with which the relevant landlord must comply are as follows.
- (2) A relevant landlord must comply with all other statutory requirements that are in effect from time to time that apply to the relevant landlord in his or her capacity as a landlord;

COMMENT: There are already adequate statutory requirements in place

- (3) In respect of a rented dwelling that is not a flat or HMO, the relevant landlord of that dwelling must comply with the minimum standards with respect to management and operational matters specified in paragraphs 1 to 6 of Schedule 1.
- (4) In respect of a rented dwelling that is a flat or a HMO, the relevant landlord of that dwelling must comply with the minimum standards with respect to management and operational matters specified in paragraphs 1 to 7 of Schedule 1.
- (5) A relevant landlord must comply with the minimum standards with respect to property safety matters specified in Schedule 2

Regulation 5

5 Minimum standards: rented dwellings

- (1) The minimum standards of a rented dwelling referred to in section 11(2)(a) of the Act with which the relevant landlord must ensure the rented dwelling complies with are as follows.
- (2) A rented dwelling must comply with all other statutory requirements that are in effect from time to time that apply to the rented dwelling.
- (3) A rented dwelling must comply with the minimum standards specified in Schedule 3.

MADE

T S BAKER
Minister for Infrastructure

Schedule 1

SCHEDULE 1

[Regulation 4]

RELEVANT LANDLORD: MANAGEMENT AND OPERATIONAL MINIMUM STANDARDS

1 Occupancy agreement

- (1) The relevant landlord must provide the occupier of a rented dwelling, **whether under a lease or a licence**, with a properly executed occupancy agreement which contains all of the following particulars and information—

COMMENT: This fundamentally changes the law and it is not clear how it will fit with pre-existing common law or whether it is intended that this will overwrite it. There is no requirement for a licence to be in writing.

- (a) the address of the rented dwelling;
- (b) the name of the occupier;
- (c) the name and address of the relevant landlord;
- (d) the name and address of the landlord's representative (if any);
- (e) an emergency out of hours telephone contact number for the landlord or, if applicable, the landlord's representative;
- (f) the lease or licence commencement date;
- (g) **the duration of the lease or licence and, if applicable, the termination date;**
- (h) **the form, content and period of notice of termination to be given by the relevant landlord and the occupier;**

COMMENT: It is unclear how this fits with the Tenancies (Implied Terms) Act. Will a Landlord be in breach if the tenancy is for a term, but the agreement is not immediately renewed at the end of it?

- (i) the amount of rent payable, the dates on which it is due and the **method of payment**, and any review period for changing the amount of rent;

COMMENT: Is this really necessary?

- (j) a statement as to whether the amount of rent specified includes an amount in respect of the payment of rates and—

- (i) **where it does, the amount of the rates so included; and**
 - (ii) **where it does not, a statement as to whether it is the relevant landlord or the occupier who is responsible for the payment of the rates;**

COMMENT: The amount changes from year to year. Is this really necessary? All this is surely required is confirmation of who is responsible for paying the rates.

- (k) a statement showing the amount and purpose of any reasonable occupancy deposit payable and the **conditions under which it will be repaid, which must**

include the requirements for the occupancy deposit to be repaid in full;

COMMENT: I am not sure this wording is fit for purpose. Surely all that is required is a statement to the effect of what the deposit is supposed to secure.

- (l) the amount and description of any other payment which the occupier is required to make in addition to the rent and rates (for example, in respect of heating);

COMMENT: Again, the amount may be fluctuating. I can't see how this can be a requirement.

- (m) the repairing and maintenance obligations of both the relevant landlord and the occupier;

COMMENT: This is contradictory. Is the suggestion that the landlord can contract with the tenant to carry out some of the repair and maintenance obligations subscribed by these regulations? If not, why is it that the occupier's obligations are not also imposed by statute and the landlord is effectively left to fend for itself by including in the tenancy agreement? What onus is on the tenant? How much must they reasonably assist the landlord in ensuring the standards are met.

- (n) any other reasonable conditions or obligations to which the occupier or landlord must adhere during the term of a lease or licence, providing those conditions do not contradict any other statutory provision relating to housing or anti-discrimination.

COMMENT: This bill is discriminatory. It discriminates against private landlords and public housing tenants. It will indirectly cause rents to increase for private tenants as well. It also holds landlords to a standard much higher than largescale businesses making millions per year, in circumstances where a rental property owned by an individual with only one or two properties may make e.g. less than £5k per annum.

- (2) In sub-paragraph (1), an occupancy agreement is "properly executed" by the signatures of the relevant landlord, the occupier, and one witness (and the witness must include their address).

COMMENT: This once again seeks to fundamentally change the law. It effectively means that all leases and licences must be executed as a deed. There is currently no need for a lease to be by way of a deed and no need for a licence to be in writing. A lease may be imposed even where it is not in writing if certain conditions are met (at a price for a term, exclusive use.) Even if you do have a need for a witness (for which there should be no requirement) is that one witness per signature, or just one in the document? If so, whose signature are they witnessing? Is it suggested that the lease will be executed in person with the occupier, landlord and witness attending? Or is it permissible for the landlord and tenant to sign separately? It is not well thought through, totally impactable, unnecessary and also flies in the face of well-established law, recognised in commonwealth states.

- (3) As part of the occupancy agreement, the relevant landlord must provide the occupier with—

- (a) a copy of the most recent records and any certificates regarding the periodic inspections carried out in accordance with the Table in paragraph 1(1) of Schedule

2; and

(b) if applicable, copies of the records and certificates following a periodic inspection which occurs during the term of a lease or a licence.

(4) Sub-paragraph (3) does not apply with respect to an occupier of a HMO where the requirements of paragraph 7(b) of this Schedule have been satisfied.

COMMENT: Is this a must? Should this not be “at the tenants request, the landlord should....”
What happens if a new tenancy is entered into with the same tenant? – every time it is renewed? This should be at the tenant’s request. Otherwise, it is onerous and altogether pointless

2 Rent book or record

(1) In a case where the occupancy agreement states the method of payment of rent is cash or a cheque—

(a) the relevant **landlord must** provide the occupier with a rent book, or other similar document, which contains the information required by section 6(1) (information in rent books) of the Landlord and Tenant (Miscellaneous Provisions) Act 1976 (“the 1976 Act”); and

COMMENT: Again, shouldn’t this be at the tenant’s request? I literally cannot imagine the vast majority of tenants wanting this! Also, what format is this rent book to be in?

(b) the rent book, or other similar document must contain a record of each receipted payment of rent along with any other separate charges for which the occupier is liable under the occupancy agreement (for example rates, heating etc.).

(2) In a case where the occupancy agreement states the method of payment of rent is direct bank transfer (or other method of electronic payment), the relevant landlord **must** provide the occupier with—

(a) a rent book, which contains the information required by section 6(1) of the 1976 Act; or

(b) a separate statement which contains the information required by section 6(1) of the 1976 Act, as if it were contained in a rent book.

COMMENT: WHY? The tenant will already have a record by virtue of their bank statement! This literally amounts to junk mail! What is its purpose?

(3) Where sub-paragraph (2)(b) applies the relevant landlord must also provide the occupier, at reasonable intervals **or as reasonably requested** by the occupier, a rent statement which contains a record of each receipted payment of rent, and of any other charges the occupier is liable for under the occupancy agreement.

COMMENT: This should be limited to “at their request”. No-one wants this!! It is paperwork for the sake of paperwork. In a world where you can turn off your bank statements, you should be able to turn off your (utterly pointless) rent book for the sake of yourself, your landlord and the environment.

3 Inventory and property condition statement

- (1) As part of the occupancy agreement, the relevant landlord must provide the occupier with an itemised inventory and basic property condition statement (“inventory and property statement”) which includes—

- (a) the state of decoration of the rented dwelling;
- (b) the overall condition of the rented dwelling; and

COMMENT: This is very subjective. I can see what this is attempting to achieve, but I am not sure it achieves anything. If the world of landlord and tenant is as imbalanced as the makes of this legislation would have everyone believe (which I wholeheartedly do not believe it is), Then surely a tenant would sign the inventory regardless of the landlord’s subjective view.

- (c) an itemised list of all furniture, furnishings and appliances provided by the relevant landlord under the lease or licence, including their condition.

Comment: Subjective. See above. All that is required of these things is that they are fit for purpose and safe to use. No more is required.

- (2) The relevant landlord must provide the occupier with an opportunity to check and agree the inventory and property statement with the relevant landlord and, if applicable, the relevant landlord must provide the occupier with a revised inventory and property statement where there has been an agreed change to the original inventory and property statement.
- (3) On the expiry of the term of a lease or licence, the relevant landlord must invite the occupier to attend an inventory and property check (at a mutually agreed time and date, which should be no longer than 7 days after the lease or licence expires) with a view to agreeing the inventory and property statement and to refunding all or part of any occupancy deposit under sub-paragraph (4).

COMMENT: The expiry of the term could be months before a tenant leaves a property. Under current law, the landlord would need a Possession Order if a tenant does not voluntarily leave. It is also open for the tenant and landlord to renew the tenancy or allow it to continue on its terms without a renewal. Any inspection must take place AFTER THEY LEAVE, NOT ON EXPIRY OF TERM. This is indicative of the level of thought that has gone into these regulations and the level of understanding of how the private tenancy sector works, its people and the law which is applicable to it. With the greatest respect (assuming it is due) there appears to be a COMPLETE lack of understanding on the Governments part.

The “no longer than 7 days” is a very short arbitrary timescale. What if it cannot be met? What onus is on the tenant to meet it?

- (4) The relevant landlord must return to the former occupier, no later than 14 days following the expiry of the term of the lease or licence, the—

COMMENT: Also, a fairly short and arbitrary timescale. And “expiry of the term” denotes a complete lack of understanding or any real thought. See above comment.

- (a) full occupancy deposit; or
- (b) proportion of the occupancy deposit following any deductions reasonably made in accordance with conditions referred to in paragraph 1(1)(k) (with any deductions itemised in writing to the former occupier).

- (5) The standard in sub-paragraph (4) does not apply in a case **where** the relevant landlord has previously complied with the requirements of an occupancy deposit protection scheme made under section 53 of the Act and placed the full occupancy deposit in such a scheme.

COMMENT: The inclusion of this is frustrating when one knows of the intention to make this mandatory. A protection scheme is likely to be costly in the long run. We also suspect that any cost will be pushed onto the landlord. Why would a tenant not challenge if there is no downside? We strongly believe an ombudsman would be much cheaper and more efficient to run. A protection scheme is, in my view, likely to spawn more litigation than ever before.

4 Records

- (1) In addition to the records and certificates a landlord must retain under Schedule 2, the relevant landlord must retain—
- (a) records of any property condition surveys of the rented dwelling, where it is occupied, undertaken by the relevant landlord in the previous 5 years;
 - (b) **occupancy records for the previous 5 years, for the rented dwelling showing the names, dates of arrivals and departure and forwarding address (if provided) of all occupiers and former occupiers; and**

COMMENT: Has anyone asked the tenants if they want this? What onus is on the tenant to provide a forwarding address and why should they do so? 5 years is onerous for those private landlords with e.g. one rental property.

This whole bill feels very onerous on the private landlords who do not run their rental as a business. Is it the intention to drive those who have one or two properties out of the market? What would the effect be on supply and demand, rental prices and tax?

- (c) if applicable, a record of **any complaints**, made within the previous 5 years, by any occupier or third party in respect of the rented dwelling (or in respect of a lease or licence for the rented dwelling) and a record of the outcome of each complaint.

COMMENT: What constitutes a complaint? If a minor matter is reported and immediately addressed e.g. a doorbell not working, is this a complaint? Does it need to be logged and kept for 5 years? This is overkill.

- (2) For the purposes of sub-paragraph (1), the period for retention of those records commences on the same date that section 11 of the Act comes into operation.

5 Discrimination

The relevant landlord must not treat an occupier (or prospective occupier) of the rented dwelling less favourably because of the occupier's (or prospective occupier's) entitlement to social security benefits.

6 General lease or licence standards

- (1) The relevant landlord must ensure that—
- (a) the rented dwelling is not, or will not be, used to accommodate more people than it is suitable for, or registered for, under the Housing Act 1955 and the Housing (Miscellaneous Provisions) Act 2011;

- (b) the occupier of the rented dwelling is advised of the **possibility** that property condition surveys may be undertaken by the relevant landlord or, if applicable, the landlord's representative named in the occupancy agreement, subject to at least 24 hours' notice, at a mutually convenient time, except in the case where an emergency repair is required;

COMMENT: This makes no sense. Surely in order to comply there must be an obligation upon the tenant to allow such inspections and surveys to take place. These regulations place NO ONUS WHATSOEVER upon tenants. How is this fair?

- (c) there is adequate insurance, including third party and public liability insurance, in effect for the rented dwelling; and
 - (d) if applicable, the relevant landlord has the appropriate permissions from any mortgage lender and the owner (if any) to grant a lease or licence in respect of the rented dwelling.
- (2) The relevant landlord must not collect—
- (a) the rent;
 - (b) any occupancy deposit; or
 - (c) any other charge, if applicable, specified in the occupancy agreement, before the occupancy agreement is properly made, in accordance with paragraph 1(2) of this Schedule.
- (3) The **relevant landlord must have a procedure in place**, where necessary, for seeking possession of the rented dwelling which complies with the Landlord and Tenant Acts 1954 and the Landlord and Tenant (Miscellaneous Provisions) Act 1976.

COMMENT: I have no idea what is meant by this!! The procedure under these acts is to provide a valid NTQ and seek a Possession Order if required. Why does the LANDLORD need to provide a procedure for this? The provision of those Acts ARE procedure. What more is required?

- (4) The relevant landlord must ensure that any personal data held in connection with a lease or licence for the rented dwelling is **only shared with other persons where there is lawful reason for doing so** and that the processing of such personal data complies with data protection legislation (as revised from time to time).

COMMENT: If a couple who own two rentals, husband owns one, wife owns the other, separately and individually, and where one of the couple often helps the second of the couple, should they not be able to share the information?

- (5) The relevant landlord must provide the occupier of the rented dwelling with operating instruction manuals for all gas and electrical appliances at or connected with the rented dwelling.

7 Additional management and operational standards: flats or a HMO

- (1) Where the rented dwelling is a flat or a HMO, the relevant landlord must in addition comply with the following standards.
- (2) Subject to paragraph (3), the relevant landlord must ensure that the following

- documents are displayed in a suitable position in the common parts of the building so as to be readily visible to the occupiers of the rented dwelling—
- (a) a notice containing the current name and address and the emergency telephone number of the person, or of each person, who is the owner of the building in which the rented dwelling is located; and
 - (b) copies of certificates of registration and current public liability insurance certificates.
- (3) Where the rented dwelling is a HMO, the relevant landlord must also ensure that copies of records of periodic inspections, carried out in accordance with the Table in paragraph 1(1) of Schedule 2, and any copies of certificates in connection with those inspections, are also displayed in the common parts of the building, and ensure that such records or certificates are the most recent available.

SCHEDULE 2
[Regulation 4]
RELEVANT LANDLORD: PROPERTY SAFETY MINIMUM STANDARDS

1 Periodic inspections of electrical, gas, oil and solid fuel installations and appliances

- (1) Subject to paragraph 2, a relevant landlord must ensure that any type of work described in an entry in column 1 of the Table which is carried out in respect of a rented dwelling is carried out by a person in the corresponding entry in column 2, and inspected in accordance with the corresponding entry in column 3 of the Table.

Table – rented dwellings: work and periodic inspections

	Column 1 Type of work	Column 2 Person carrying out work	Column 3 Periodic Inspection
a)	Installation, maintenance/repair and servicing of a gas appliance or flue.	A person who is a member of a class of persons approved under regulation 3 of the Gas Safety (Installation and Use) Regulations 1994 ⁴ (as they have effect in the Island) in respect of that type of work.	Annual gas safety check for each gas appliance and flue.
b)	Installation, maintenance/repair and servicing of an oil-fired combustion	A person registered under the Oil Firing Registration Scheme by OFTEC in respect of that type of work.	Annual service or safety check for each oil fired combustion appliance.

	appliance and flue.		
c)	Installation or maintenance/repair of oil storage tanks and the pipes connecting them to combustion appliances	A person registered under the Oil Firing Registration Scheme by OFTEC in respect of that type of work	Annual safety check of the oil storage tank and connecting pipes.

⁴ SI 1994/1886 which was amended by the Gas Safety (Installation and Use) (Amendment) Regulations 1996 (SI 1996/550) as applied by the Gas Safety (Application) Order 1996 (SD 326/96)
Schedule 2

	Column 1 Type of work	Column 2 Person carrying out work	Column 3 Periodic Inspection
d)	Installation, maintenance/repair and servicing of a solid or multi fuel combustion appliance and flue.	A person registered under the Registration Scheme for Companies and Engineers involved in the Installation and Maintenance of Domestic Solid Fuel Fired Equipment by HETAS, or approved by DEFA, in respect of that type of work	Annual certificate of compliance for each solid or multi fuel combustion appliance.
e)	Sweeping and cleaning of an open fireplace flue or chimney that is available for use by the occupier.	A person registered with HETAS or NACS, or approved by DEFA, in respect of that type of work	Annual clean of each chimney or flue available for use by the occupier. Comment: Seems very frequent?
f)	Electrical installation for the supply of electricity, including maintenance/repair and replacement of electrical fixtures and fittings	A scheme member or a registered electrician.	Subject to paragraph 2(3), an electrical safety inspection of the electrical installation every 5 years

g)	Portable appliance testing (PAT) of any portable appliance provided by the relevant landlord. COMMENT: If landlords have to PAT test, why are the tenants not required to PAT test all of their appliances (of which there will be many more) in order to ensure the safety of the landlords property	A scheme member, or a registered electrician, or a person who has successfully completed a relevant training course.	Subject to paragraph 2(6), each portable appliance is re-tested in accordance with the frequency in a PAT record completed by a person in column 2, but at a frequency of not less than 2 years.
h)	Installation, replacing and checking of equipment for detecting, and giving warning of a fire or suspected fire in a rented dwelling which is a house COMMENT: What onus is on the tenant to ensure that the fire alarm continues to work and report any fault? A fire is just as concerning to a landlord as to a tenant. Why shouldn't the onus be on the tenant to check that the fire alarm works every year and to report any issues (or just change the batteries.)	Subject to paragraph 2(4), the relevant landlord.	Annual safety check of the equipment for detecting, and giving warning of a fire or suspected fire.

	Column 1 Type of work	Column 2 Person carrying out work	Column 3 Periodic Inspection
i)	Installation, replacing and checking of equipment for detecting, and giving warning of carbon monoxide	Subject to paragraph 2(4), the relevant landlord.	Annual safety check of the equipment for detecting, and giving warning of carbon monoxide. COMMENT: See comment above re. fire alarms. Same applies to these appliances.

- (2) Any records and certificates obtained in accordance with this Schedule must be retained by the relevant landlord for a period of 6 years beginning with the date of the coming into operation of section 11 of the Act.

2 Periodic inspections: supplementary

- (1) Subject to sub-paragraph (2), the relevant landlord must ensure that a periodic inspection under an entry in column 3 of the Table which is relevant to an appliance in, or other facility for, the rented dwelling is carried out either—
 - (a) before a lease or licence commences; or

COMMENT: Even if the last time it was carried out was less than the time passed?
Why?

 - (b) during the term of a lease or licence, at intervals no longer than the period indicated for the relevant type of work in column 3 of the Table.
- (2) A periodic inspection in an entry in column 3 of the Table does not need to be completed immediately prior to a new lease or licence, or every time a new lease or licence starts, provided that an inspection has previously been carried out at the intervals indicated in that entry.
- (3) In respect of the entry at (f) in the Table, before the rented dwelling is occupied under a lease or licence, either an Electrical Installation Certificate (EIC), or an Electrical Installation Condition Report (EICR) must have been obtained in the previous 5 years.
- (4) In respect of the entries at (h) and (i) in the Table, where the equipment for the detection and warning of a fire or carbon monoxide is installed as part of an electrical installation, that equipment is subject to the requirements in the entry at (f) in the Table.
- (5) The minimum standard is that a periodic inspection with respect to each relevant appliance in, or facility for, a rented dwelling specified in column 1 of the Table is carried out in accordance with the relevant corresponding entry in column 3 of the Table, but that does not preclude more frequent, or more detailed, inspections where appropriate, or as required by a person in the relevant entry in column 2 of the Table, or in accordance with applicable current industry guidelines.
- (6) A portable appliance that is purchased new does not need to be tested for a period of 12 months following the date of purchase.
- (7) A portable appliance—
 - (a) that has been purchased, or provided, second-hand;
 - (b) that is previously untested; or
 - (c) in respect of which it is not possible to ascertain the date of purchase for the purpose of sub-paragraph (6), or a previous test date, must not be used until it has been tested and passed.
- (8) Any appliance, equipment or installation which fails a periodic inspection under an entry in column 3 of the Table must be either repaired immediately by a person in

the corresponding entry in column 2 of the Table, or replaced.

- (9) An inspection under an entry in column 3 of the Table must be recorded by the relevant landlord and, where applicable, certificates obtained and retained.

3 General safety standard

- (1) The relevant landlord must ensure that reasonable precautions are taken to protect—

(a) the occupier of the rented dwelling; and

(b) members of the occupier's household, from injury as a result of any hazard in the design or structure of the rented dwelling or the common parts of the building.

- (2) In complying with sub-paragraph (1), the relevant landlord must have regard to—

(a) the design and structural conditions of the rented dwelling and (where relevant) the common parts of the building in which it is located; and

(b) the number of the members of the occupier's household.

COMMENT: What is the onus placed upon the tenant to take reasonable measures to protect themselves? And/or report any concerns?

- (3) In particular, the relevant landlord (without limiting sub-paragraph (1)) must ensure—

(a) in relation to any roof or balcony, which is not all in respects safe, that—

(i) reasonable measures are taken to prevent access to it; or

(ii) it is made safe;

COMMENT: What makes a roof safe?

(b) that such safeguards as may be necessary are provided against the danger of

accidents resulting from the presence on staircases of windows, the sills of which are at or near floor level;

COMMENT: No further prescription required.

(c) that any half or fully glazed doors are fitted with strengthened safety glass, or

where this is not possible that they are protected and boarded over to at least a metre high;

COMMENT: Is this necessary? Glass doors will look lovely all boarded over.

(c) that any window, at or near floor level, is fitted with strengthened safety glass;

COMMENT: Is it a minimum standard?

(e) that any opening windows are fitted with window locks supplied with operable keys or alternatively, Jackloc type cable restrictors;

COMMENT: What onus is on the tenant to ensure the security of the property by ensuring windows are kept closed when they are away from the property?

And why Window locks? Many homes do not have window locks. It would cost a fortune to replace all the windows to comply and for what?

This is NOT a MINIMUM standard Surely all the windows need to be fit for purpose only i.e. they open and close securely. They do not need locks to do so.

There is no need for locks on windows in the Isle of Man. If the concern is security, then know that you can simply remove the beading and the glass if you want to gain entry. If safety is the

concern, you had best prescribe that all windows have bars on them. Who benefits from this other than the glazing companies?

- (f) that any broken glass or cracked window pane is replaced before the rented dwelling is occupied under a lease or licence;
 - (g) that any electricity meter is provided with safe and easy access, securely located (inaccessible to children) and where reasonably practicable in a lockable meter cupboard; and
 - (h) that the rented dwelling does not contain any polystyrene ceiling or wall tiles.
- (4) The relevant landlord must, upon being notified or otherwise becoming aware, ensure that any—
- (a) emergency repairs are actioned immediately; and
 - (b) necessary repair requests, which are not an emergency repair, and which are the responsibility of the relevant landlord under the occupancy agreement are completed in a reasonable timeframe.

4 Interpretation

In this Schedule—

“DEFA” means the Department of Environment, Food and Agriculture;

“electrical installation” means fixed electrical cables or fixed electrical equipment located on the consumers side of the electricity supply meter;

“electrical installation certificate” or “EIC” means the certificate, provided by a scheme member or registered electrician, for a new build property or a dwelling that has been fully rewired;

“electrical installation condition report” or “EICR” means a report by a scheme member or registered electrician on the safety of electrical installations, including a visual inspection of fixtures and fittings, and a fixed electrical appliance test;

“ECA” means the Electrical Contractors Association;

“HETAS” means the Heating Equipment Testing and Approval Scheme;

“NACS” means the National Association of Chimney Sweeps;

“NAPIT” means the National Association of Professional Inspectors and Testers;

“NICEIC” means the National Inspection Council for Electrical Installation Contracting;

“OFTEC” is the trading name for the Oil Firing Technical Association Ltd; “portable appliance” includes any electrical appliance provided by the relevant landlord for the use of the occupier of the rented dwelling, including but not limited to—

- (a) electrical white goods, such as refrigerators and washing machines;
- (b) electrical brown goods, such as televisions and DVD players;
- (c) electric fires that are not fixed in place;
- (d) kitchen appliances, such as kettles and toasters;
- (e) hand held electrical equipment, such as hairdryers; and
- (f) any other electrical appliance provided by the relevant landlord that is not permanently connected to the electrical installation,

and does not include any such appliance that belongs to, or is provided by, the occupier

or any other person;

“registered electrician” means a person registered with NAPIT, NICEIC or ECA, with the minimum of a certificate in 18 th Edition of Electrical Installation Regulations published by the Institution of Engineering and Technology and the British Standards Institution as BS7671:2018 (as amended or replaced from time to time);

“scheme member” means, for the purposes of entries (f) and (g) (electrical inspection) in the Table, a person who is a member of an Electrical Competent Persons Scheme recognised by DEFA for the purposes of Part P of the Building Regulations; and

“the Table” means the table set out in paragraph 1(1) (table – rented dwellings: work and periodic inspections).

SCHEDULE 3

[Regulation 5]

RENTED DWELLING: PROPERTY CONDITION MINIMUM STANDARDS

1 Property condition standard

- (1) A rented dwelling must comply with each of the minimum standards in Sub-paragraph (2) and where applicable, sub-paragraph (3) at the start of, and at all times during, the term of a lease or licence.
- (2) The rented dwelling must—
 - (a) be structurally stable, and its exterior (including drains, gutters and external pipes) is in a reasonable state of **decoration**, repair and, where applicable, in proper working order;

COMMENT: Do gutters and pipes need to be decorated? The word decorated should be removed. Reasonable state of repair and working order is a true MINIMUM STANDARD. Local authorities already have powers to deal with any eyesores.

- (b) be weather tight;
 - (c) be substantially free from rising or penetrating damp;
 - (d) be provided with—
 - (i) **sufficient direct natural** light and **adequate** ventilation in every habitable room;

COMMENT: Very subjective. What does it mean? Direct natural light in ALL habitable rooms? Is this a MINIMUM standard? What constitutes a habitable room? What if you have a basement snug? Also, what constitutes “direct”? What if you have a room between two others, borrowing light from the next? Or a light tunnel in your roof? Is this direct?

“Adequate ventilation” – adequate for what? Very subjective. Also, what onus is upon the tenant to ensure that the property is kept adequately ventilated?

- (ii) sufficient means of artificial lighting in every habitable room and every room containing a WC, fixed bath or shower;

- (iii) **adequate** light and ventilation in the kitchen, and every room containing a WC, fixed bath or shower or wash basin;

COMMENT: Adequate for what?

- (iv) adequate means of heating, which is controllable and programmable by the occupier, except in the case of a HMO where it is programmable by the relevant landlord sufficient to provide a satisfactory level of comfort to the occupiers; and
- (v) **adequate levels** of thermal insulation in every habitable room, kitchen and every room containing a WC, fixed bath or shower;

COMMENT: Subjective? Completely impossible to understand and to ensure is met.

- (e) have an adequate piped supply of potable water available;
- (f) have a sink incorporating an impervious drainage surface, located within any kitchen, provided with a satisfactory supply of both hot and cold water and properly connected to the drainage system;
- (g) have adequate **facilities for the washing and drying of clothes** available for the exclusive use of the occupier;

COMMENT: What constitutes "facilities"? Washing machine? Clothes horse? Completely unclear what this means.

- (h) have a **suitably located WC** available for the exclusive use of the occupier (and in the case of an HMO, an adequate number of WC's in relation to the number of occupiers);

COMMENT: Subjective. No idea what it means.

- (i) have an adequate and **suitably located** fixed bath or shower and a wash basin available for the exclusive use of the occupier (and in the case of an HMO, an adequate number of baths, showers and wash basins in relation to the number of occupiers), each provided with a satisfactory supply of both hot and cold water properly connected to the drainage system;

COMMENT: No idea what this means.

- (j) have an effective system for the drainage and disposal of foul and surface water;
- (k) be provided with readily accessible and reasonably **suitable receptacles for the storage of refuse, and adequate provision made for the storage of such receptacles and for the disposal of refuse to the satisfaction of the local authority;**

COMMENT: This is not a MINIMUM standard. Do we need to provide bins? Doesn't the local authority do this? Do we need to provide a bin Shed? What is meant by "storage"?? Is it not sufficient that e.g. the wheelie bin lives at the back door? How are we going to ensure that the tenant uses the receptacles and "storage" to the local authority's satisfaction and what onus is on the tenant to do this?

- (l) be provided with stop taps on the service pipes to enable gas and water supplies to be turned off, which are suitably located within the rented dwelling, with the exception of the water supply to a sprinkler system for the purpose of fire fighting in a building containing a flat or a HMO;

- (m) have satisfactory facilities for the cooking, preparation and storage of food;

COMMENT: Does this mean we MUST provide a cooker and a fridge? Completely unclear what this means.

- (n) have installed, in every room which contains a fuel combustion appliance or installation, satisfactory equipment for detecting, and for giving warning to the occupier of the rented dwelling, of carbon monoxide present in a concentration that is hazardous to health;

- (o) have satisfactory access to all external doors and any outbuildings which form part of the occupancy agreement (and which are securable by the occupier);

- (p) where the rented dwelling or common parts of the building contains stairs, have stairs that—

- (i) have secured carpet or non-slip tread;

- (ii) are in good condition and structurally sound;

- (iii) are provided with handrails to stairs over four risers high; and

- (iv) have, where applicable, secure banisters with no missing spindles, with a gap between spindles no greater than 100mm;

COMMENT: It should be sufficient to say that reasonable measures are taken to ensure that stairs are safe. No further prescription is required. You might include examples, but there is no need to prescribe further. Again, this places greater conditions on the landlord than e.g big businesses with hundreds of employees.

- (q) have adequately secure window locks and secure, lockable (by the occupier) front and rear (if applicable) access doors that do not prejudice means of escape in the event of a fire;

COMMENT: See above re. window locks. Completely unnecessary inclusion. Very costly to implement and for what? Also, what onus is on the tenant to ensure the security of the building?

- (r) have reasonable storage facilities that are securable by the occupier; and

COMMENT: No idea what this means. Do we need to provide a lockable filing cabinet or wardrobe?

- (s) be in a satisfactory standard of cleanliness and decoration, clear of refuse of any kind and available for use by the occupier.

- (3) In the case of a rented dwelling that is a house, the house must have, on each of its levels, satisfactory equipment for detecting and for giving warning to the occupier of fire, or suspected fire.

2 Repair and maintenance standard

COMMENT: The only thing that is required is that fixtures and fittings should be in good workable condition, safe to use and fit for purpose. This is an implied term in any event, but if government insist on legislating for every last thing, then no more is required than that.

At the start of, and at all times during the term of a lease or licence—

COMMENT: This is so badly thought through. Do we need to go around and provide cleaning services for our tenants?

- (a) the following, in relation to a rented dwelling, must be in, and maintained in,

repair, a **clean condition and good order** (including, where appropriate, proper working order)—

COMMENT: What onus is placed on the tenant to assist the landlord with this? Do we need to clean the tenant's appliances etc? (during the tenancy).

(i) any fixtures, fittings and appliances provided by the relevant landlord under the lease or licence;

(ii) **any artificial lighting** in the common parts of the building;

COMMENT: Do we need to change the light bulbs? What onus is on the tenant?

(iii) any entrance doors giving access to the common parts of the building;

(iv) the **sanitary appliances**, and installations for cooking, **preparing or storing food**; and

COMMENT: Do I need to clean my tenant's appliances during the tenancy? What onus is on the tenant to clean these things and make sure they are looking after them?

(v) the receptacles or other installations provided in connection with the delivery to the occupier or occupier's household of postal packets;

(b) **any furniture or furnishings** provided by the relevant landlord under the lease or licence for the rented dwelling must be in a satisfactory standard of cleanliness and capable of being used safely for the purpose for which they are designed and must be in a reasonable state of repair;

COMMENT: Should I clean their carpets every time they spill something? Or should they need to sort out the cleaning themselves?

(c) any outbuilding, yard, forecourt and **garden** which belongs to, or enjoyed with, a rented dwelling must be maintained in a **clean**, safe and wholesome condition;

COMMENT: Do we need to attend once a week to cut their grass or can you ask the tenant to do this if they are taking on a house with a garden?

Some landlords are horrified by the amount of rubbish strewn in the gardens when they attend their property. Is it governments suggestion that we must monitor for this and go around picking up after them or hounding them to clear up?

(d) any boundary walls, fences and railings (including basement area railings), in so far as they belong to, or enjoyed with, a rented dwelling are kept and maintained in good repair; and

(e) any common parts of the building including entrance doors, porches, steps and staircases must be kept **free from obstruction**.

COMMENT: Again, do we need to monitor this and remove any obstruction placed there by the tenant? Why is no onus put on the tenant? And why are landlords expected to cover this in the tenancy agreements when their obligations are prescribed by Law. Tenancy agreements are going to be VERY long and difficult for tenants to understand if we have to start including all of these issues to ensure that landlords can even meet these standards!

EXPLANATORY NOTE
(This note is not part of the Regulations)

These Regulations provide **the Minimum Standards** a relevant landlord and a rented dwelling must satisfy, for the purposes of section 11 of the Landlord Registration (Private Housing) Act 2020 (“the Act”), in order that the landlord may be registered under the Act.

COMMENT: These are NOT MINIMUM

The Bill and these regulations discriminate against private landlords and publically housed tenants.

They also appear to us to be likely to be more onerous for small private landlords owning one or two properties. Has anyone actually looked into how many such landlords there are, how many houses they own, and how many adults and children they currently house?

The effect of these regulations is to increase costs and paperwork to the point that for these people it may no longer be worthwhile.

Owning a rental property is already VERY costly to those who do not make a business out of it. Take for example, someone who pays a mortgage on the rental property. They also pay rates, maintenance costs, insurance, mortgage interest and a fixing fee every two years. Not a lot of money is made, which is taxed at 20%, but gain equity in the property each year. No return is seen on the property year on year and that landlord will only benefit upon sale of the property or once the mortgage is repaid.

What incentive is there for these landlords to continue? Are the government deliberately seeking to drive responsible landlords out of the market? And what cost to Landlords, tenants and government alike?

Regulation 1 provides for the title of the Regulations and regulation 2 provides for their commencement which, subject to Tynwald approval, is the same date as section 11 (registration requirements) of the Act comes into effect. Regulation 3 contains the interpretation of terms used in the Regulations.

Regulation 4 provides for the minimum standards a relevant landlord must comply with to satisfy the registration requirements of section 11(1)(a) of the Act. Regulation 4(2) makes it a minimum standard that the relevant landlord must comply with all statutory requirements that may apply to the landlord, in his or her role as a landlord. Regulation 4(3) provides for the management and operational minimum standards contained in Schedule 1 with which a relevant landlord must comply in respect of a rented dwelling which is not a flat or HMO and regulation 4(4) provides for the minimum standards contained in Schedule 1 with which a relevant landlord must comply in respect of a rented dwelling that is a flat or HMO.

Paragraphs 1 to 3 of Schedule 1 provides for the information and particulars which must be provided to any occupier of a rented dwelling, such as a lease or licence agreement (an occupancy agreement), rent book and inventory statement.

Paragraph 4 of that Schedule provides for the retention periods of specified records in connection with the lease or licence. Paragraph 5 makes it a standard that the landlord does not

discriminate against an occupier, or prospective occupier, who is in receipt of social security benefits and paragraph 6 introduces other general standards in relation to a lease or licence.

Paragraph 7 of Schedule 1 is specific to a relevant landlord of a rented dwelling that is a flat or HMO and provides that the relevant landlord must ensure that documents specified in that paragraph are displayed in the common parts of the building so as to be visible to an occupier of the rented dwelling.

Regulation 4(5) introduces Schedule 2 which provides for safety minimum standards in respect of electrical, gas, oil and solid fuel installations and appliances, and other safety aspects in connection with a rented dwelling.

Paragraph 1(1) of Schedule 2 introduces a Table to specify the type of work for installations and appliances in connection with a rented dwelling, the person who may undertake those works and the frequency in which those works must be inspected.

Paragraph 2 of that Schedule provides information to supplement and clarify parts of the requirements in the Table in paragraph 1(1).

Paragraph 3 of that Schedule provides for some general safety standards in respect of a rented dwelling and paragraph 4 of that Schedule provides for definitions of terms used in the Schedule.

Regulation 5 provides for the minimum standards a rented dwelling must satisfy for the purposes of the registration requirement of section 11(2)(a) of the Act to be registered as a rented dwelling. Regulation 5(2) makes it a minimum standard that the rented dwelling must comply with all statutory requirements that may apply to the rented dwelling in addition to these Regulations, for example building control and planning requirements. Regulation 5(3) introduces Schedule 3 which specifies the property condition minimum standards a dwelling must comply with to be registered as a rented dwelling.

Paragraph 2 of that Schedule provides for the standard of repair and maintenance standard a rented dwelling must comply with during the