

Explanatory note for absence of this report within Council Cabinet Forward Plan

Derby Accredited Property Scheme

Report of the Corporate Director of Corporate and Adult Services

This report was originally prepared for Cabinet Member Briefing however the change in administration now requires that it be submitted as a report to Council Cabinet.

It is not appropriate that the report be delayed by inclusion in the Forward Plan for a future Cabinet meeting as:

- Accreditation has been funded following successful bidding to the East Midlands Regional Housing Board and it is important to the success of future funding applications that we are able to demonstrate significant progress with Accreditation this year
- Accreditation is timetabled to commence this summer with official launch programmed for autumn 2008.



DERBY CITY COUNCIL

COUNCIL CABINET 29 JULY 2008

Report of the Corporate Director of Corporate and Adult Services

Derby Accredited Property Scheme

SUMMARY

1. The report introduces the new Derby Accredited Property Scheme for private rented properties and seeks Cabinet approval of standards to be applied to the Scheme.

RECOMMENDATIONS

- 2.1 To approve the attached standards for the Derby Accredited Property Scheme.
- 2.2 To authorise the entering into of an agreement with the scheme logo designer in the terms detailed in Appendix 3.
- 2.3 To authorise the registration of the scheme logo as a trade mark.

REASONS FOR RECOMMENDATIONS

- 3.1 Accreditation will help to raise private rented housing conditions across the city.
- 3.2 Owning the copyright and trade marking the Scheme logos will help to ensure the credibility of the Scheme.

SUPPORTING INFORMATION

- 4.1 Landlord and Property Accreditation Schemes have been developing across the UK in the last 10 years as a way of recognising good landlords and encouraging the raising of standards in the private rented sector, benefiting not only the landlords and tenants, but also ultimately local authorities and communities.
- 4.2 The Derby Accredited Property Scheme aims to raise awareness in both tenants and landlords of fire safety and other housing issues within privately rented properties, including shared student accommodation.
- 4.3 Derby City Council has worked in partnership with Derby University in operating a Student Accommodation Accreditation Scheme since its launch in 1996. The Derby Accredited Property Scheme will now be launched to incorporate both student accommodation and other privately rented accommodation across the city.

- 4.4 Derby University operates a promotions scheme for landlords which, for a small fee, allows landlords to easily access their target market. A condition of the University's scheme is that landlords must first be accredited with the Council. The Council and the University intend to continue working in partnership following the launch of the revised scheme.
- 4.5 The Scheme will be voluntary and free to join for the first two years, and on application the properties being put forward for Accreditation will undergo an inspection to ensure that they comply with the standards set out by the scheme.
- 4.6 Landlords will commit to good management practices and standards, and will also sign a declaration of a Fit and Proper Assessment which may be verified by the Council.
- 4.7 In April 2006, the Housing Act 2004 came into force, introducing the Housing Health and Safety Rating System. This system replaced the previous Fitness Standard – S604 of the Housing Act 1985 – and requires local authorities to take into account many more factors than they were required to under the Fitness Standard.
- 4.8 The standards outlined in the scheme take into account these changes in legislation, and are a revision to the standards which were set out in the student scheme.
- 4.9 A new national guide on fire safety will be launched on 23 July 2008. The fire safety information in Appendix D of the Scheme document will take this new National Guidance on Fire Safety in Residential Accommodation into account.
- 4.10 To achieve Accredited status, Landlords and their properties must meet the standards set out in the Scheme document. Scheme benefits and incentives can then be accessed to work towards achieving the Accredited Plus Status - if their property does not already meet the criteria for this.
- 4.11 Assistance is available for landlords who are members of the Derby Accredited Property Scheme in order to help them achieve the Accredited Plus Standard within their properties.
- 4.12 Assistance is available for landlords who wish to become accredited, but whose properties require additional fire safety works, in order to comply with the requirements of the Housing Health and Safety Rating System.
- 4.13 Accredited Plus standards are over and above those required at Accredited level and aim to provide further improvements which benefit the tenant and increase the appeal of the property.
- 4.14 The Council has approximately 300 properties currently registered on the Student Accommodation Accreditation Scheme. This scheme continues to be popular with both landlords and students, therefore these properties will passport into the Accredited Property Scheme, and be accredited alongside other non-student properties, and letting and managing agents' properties throughout the city.
- 4.15 Property will be checked to make sure that it meets the criteria outlined in the standards and will then be registered as Accredited on the Scheme website.

- 4.16 We have consulted extensively with landlords and agents citywide. We have also consulted with Landlords who are currently registered on the Student Accommodation Accreditation Scheme. Amendments have been incorporated to take account of feedback received. Appendix 2 gives further detail of all Accreditation Consultation.
- 4.17 We intend to introduce the new scheme in summer 2008, with an official launch in autumn 2008.
- 4.18 To assist in enforcement of the terms and conditions of the scheme, copyright and trademark rights over the scheme logo are being sought. The logo was developed in consultation with the Council's Communications and Consultation Unit. An agreement transferring copyright of the scheme logo from the designer to the Council is shown at Appendix 3 and Cabinet authorisation is sought to enter into this agreement. It is also the intention to make an application to register the scheme logo as a trade mark and Cabinet authorisation is sought for this purpose.

OTHER OPTIONS CONSIDERED

5. To continue accrediting only student properties – the Student Accommodation Accreditation Scheme has been successful and popular with landlords. There is growing governmental, landlord and tenant interest in accreditation. It was felt to be appropriate that the opportunity to participate in accreditation should be extended to landlords of all properties, to encourage improvement in private rented housing conditions for tenants city-wide.

For more information contact:	Anne Honey 01332 256413 e-mail anne.honey@derby.gov.uk
Background papers:	None
List of appendices:	Appendix 1 – Implications Appendix 2 – Accreditation Consultation Appendix 3 – Agreement to assign scheme logo copyright to the Council Appendix 4 – The Derby Accredited Property Scheme

IMPLICATIONS

Financial

1. Membership of the Accreditation Scheme will be free to landlords / agents for the first two years, thereafter a fee may be payable following a review of the success of the scheme. £75,000 has been identified for Landlord Accreditation Assistance within the Housing General Fund Capital Programme for 2008/09 as approved by Cabinet on 3 June 2008. This amount, to be reviewed annually, is to provide financial incentives to improve property standards to enable initial accreditation or to reach Accredited Plus+ standards.

Legal

- 2.1 The provisions relating to the Housing Health and Safety Rating System are contained within Part 1 of the Housing Act 2004.
- 2.2 Copyright in a design exists at the point of creation and vests, in the context of this report, in the logo designer until the copyright in the design is lawfully transferred to the Council. To assist in enforcement of the terms and conditions of the Scheme, copyright and trademark rights over the scheme logo are being sought. It is integral to the success of the Scheme that the right to assign the logo to qualifying landlords vests solely in the Council. An agreement transferring copyright of the scheme logo from the designer to the Council is shown at Appendix 3. Cabinet authorisation is required to enter into this agreement.
- 2.3 Registering a logo as a trademark gives an exclusive right to use that logo for the services that it covers in the United Kingdom. A registered trademark:
 - ensures that the trademark cannot be used without permission of the registration holder
 - enables legal action to be easily taken against anyone who uses the trade mark without permission
 - allows Trading Standards Officers or the Police to bring criminal charges against counterfeiters if they use the trademark illegally
 - affords the Council an element of discretion to permit third parties to use the trademark under licence.

A trademark does not have to be registered but registration does simplify the process of enforcement. Enforcing an unregistered mark relies solely on common law principles and makes successful enforcement more uncertain. Cabinet approval is required to register the trademark on behalf of the Council.

Personnel

3. None.

Equalities Impact

4. The standard of private rented housing in the city impacts upon the quality of life both for tenants and for those living in the neighbourhood, impacting most heavily on the more vulnerable sections of Derby's community.

Corporate objectives and priorities for change

- 5.1 The Derby Accredited Property Scheme will contribute to the Council's priority of **making everyone proud of our neighbourhoods**.
- 5.2 The standard of private rented housing in the city impacts upon the quality of life both for tenants and for those living in the neighbourhood, impacting most heavily on the more vulnerable sectors of Derby's community.

ACCREDITATION CONSULTATION 2007-2008		
Date	Event	Numbers
28 Sept 2007	Mailing to all known landlords and Agents owning property in Rosehill Market Renewal Area. Mailing included invite to 16 Oct consultation session and a survey form for return.	440
3 Oct 2007	Peartree and Normanton Landlord Association – PNLA. Evening meeting – 6-9.15pm.	18
16 Oct 2007	Landlord consultation event advertised by mailing of 28 Sept 2007, held at St James Centre, 6-8.15pm	28
Gen Oct 2007	Telephone calls and e-mail exchange with National Approved Lettings Scheme – NALS – rep to encourage and co-ordinate consultation with Derby-based NALS accredited managing agents.	Various
Gen Oct 2007	Further contact with PNLA and other general circulation-list landlords to help raise accreditation profile through delivery of DASH 'Landlord Development Training Day' offered for free attendance at Kedleston Rd on 24 Oct 2007 which 14 attended.	Various
2 Nov 2007	News update, e-mails and postal mail-out to landlords who have requested to be kept informed. Included info on Local Housing Allowance meeting date, Landlord Liaison contacts, and general Accreditation Scheme update.	56
10 Dec 07	Council officer consultation meetings	8
11 Dec 07	Council officer consultation meeting	8
19 Dec 07	Meeting with NALS accredited agent – MBM	
19 Feb 08	Meeting with IMS letting agent and property visits	
25 Feb 08	Meeting with JB Properties letting agent and property visits	
w/c 7 April 08	Article in Landlord Newsletter issued by Housing Standards Team. Derby-wide Landlord Newsletter to landlords posted via Housing Benefits and given by Housing Officers. Included flier with website/draft document details, and Consultation Open Evening details. Also plea for rep for Scheme Management Committee.	1100
8 Apr 08	Scheme details and Scheme Document put on www.derby.gov.uk/accreditation page. Includes Consultation Open Evening event details and plea for rep for Scheme Management Committee.	unlimited
10 Apr 08	Letters to Rose Hill landlords with information about website/draft document, and Consultation Open Evening details. Also plea for rep for Scheme Management Committee.	40
15 April 08	Letter and Landlord Newsletter to student landlords, pointing to Scheme Document on the website, inviting to special Student Consultation event held at Kedleston Road Training Centre, and plea for rep for Scheme Management Committee.	175
9 Apr 08	Letter/e-mail to remaining agents and landlords – non-Rose Hill, non-student, non-Housing Benefits – with Landlord Newsletter. Info about Scheme Doc on website, Open Evening event details and plea for rep.	60
18 April	E-mails to Local Authority contacts with info as above.	40
1 May	Drop in Consultation event at Assembly Rooms 5-8pm.	16
8 May	Drop in Student Landlord consultation event at Kedleston Road Training Centre 5.30-8.30pm.	9
End July/	Scheme Management Committee – first meeting.	
20 June	Landlord Consultative Event with Housing Standards.	

Agreement to assign scheme logo copyright to the Council

DOCs: Assignment of Copyright

This agreement is dated

2008

Parties

- (1) Fluid Ideas Limited incorporated and registered in England and Wales with company number 6011174 whose registered office is at 59 Friar Gate, Derby DE1 1DF (Assignor).
- (2) DERBY CITY COUNCIL OF The Council House, Corporation Street, Derby DE1 2FS (Assignee).

Background

- (A) The Assignor has created and or owns the copyright in the copyright work(s) specified in Schedule 1 for the Derby Accredited Property Scheme ("Works") on the instructions of the Assignee.
- (B) [The Assignor and Assignee acknowledge that the Assignor may create further Copyright Works as part of the Derby Accredited Property Scheme Project ("Future Works").]
- (C) The Assignor has agreed to assign to the Assignee all copyright in the Works [and the Future Works] on the terms set out below.

Agreed terms**1. Assignment**

In consideration of the sum of £[NUMBER] [(receipt of which the Assignor hereby acknowledges)], the Assignor assigns to the Assignee, with full title guarantee for the whole term of such rights together with any and all reversions, extensions or renewals, the following rights throughout the world ("Rights"):

- (a) the entire copyright and all other rights in the nature of copyright in the Works [and the Future Works] and in all preliminary drafts or earlier versions of the Works [and the Future Works];
- (b) any database right subsisting in the Works [and the Future Works] and in all preliminary drafts or earlier versions of the Works [and the Future Works];

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- (c) all other rights of whatever nature, whether now known or created in the future, to which the Assignor is now or may at any time after the date of this assignment be entitled by virtue of any of the laws in force in any part of the world, in and to the Works [and the Future Works] and in all preliminary drafts or earlier versions of the Works [and the Future Works]; and
- (d) all related rights and powers arising or accrued, including the right to sue for damages and other remedies for any infringement of any of the rights listed above in this clause 1 which occurred prior to the date of this assignment.

2. [Value added tax

The amount of the consideration referred to in clause 1 is exclusive of any applicable value added tax, which shall be payable in addition by the Assignee, subject to the production of a valid value added tax invoice.]

3. Proceedings

The Assignor agrees and undertakes to provide to the Assignee (at its request) all reasonable assistance with any proceedings, which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

4. Warranties

The Assignor warrants that, as at the date of this assignment [or, in respect of the Future Works, as at the date of delivery of the Future Works to the Assignee]:

- (a) the Works [and the Future Works] are [and will be] the original work of the author(s), and have not been [and will not be] copied wholly or substantially from any other work or material and that the exercise by the Assignee of the rights assigned to it will not infringe the rights of any third party;
- (b) the Assignor is [and will be] the sole absolute and unencumbered legal and beneficial owner of the Rights, [and the Assignor is the sole author of the Works [and will be the sole author of the Future Works] which have not [and will not] be created in the course of employment;
- (c) the Works [and the Future Works] qualify [and will qualify] for copyright protection under the Copyright, Designs and Patents Act 1988;

- (d) the Assignor has not licensed or assigned any rights of any nature in the Works [and will not license or assign any rights in the Future Works] or in materials used in the creation of the Works [or the Future Works] to any third party in any part of the world; and
- (e) the Works [and the Future Works] contain nothing that is defamatory or indecent and do not [and will not] infringe the statutory or common law rights of any third party.]

5. Further assurance

The Assignor shall, at the request of the Assignee, do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time require in order to enable the Assignee to protect, perfect, enforce or enjoy the Rights.

6. Indemnity

The Assignor shall indemnify the Assignee against all and any loss, damages or costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties under this assignment. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

7. Waiver of moral rights

The Assignor, being the sole author of the Works, waives absolutely his moral rights arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights he may have in any territory of the world and shall provide to the Assignee absolute waivers of all moral rights in the Future Works promptly on creation of each copyright work in which such rights subsist.

8. Governing law and jurisdiction

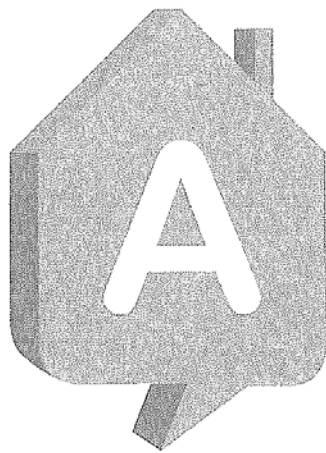
This assignment shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this assignment.

This agreement has been entered into on the date stated at the beginning of this agreement.

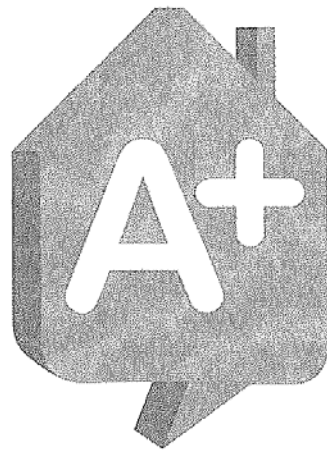
Schedule 1

Works

[INSERT WORKS CREATED BY DESIGNERS]



accredited

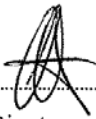


accredited
plus +

Schedule 2

Future Works

Signed by Philip Harvey
for and on behalf of Fluid Ideas Ltd


.....
Director

Signed by [NAME]
for and on behalf of DERBY CITY COUNCIL

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