

MEMO

Shelter & Environment

Housing & Environment

Second Floor West, Marischal College



ABERDEEN
CITY COUNCIL

To	Eric Anderson, Senior Solicitor, Corporate Governance		
From	Ally Thain, Private Sector Housing Manager, Housing & Environment		
Email	allyt@aberdeencity.gov.uk	Date	17 January 2013
Tel.	522870	Our Ref.	
Fax.		Your Ref.	

Part 5 of Housing (Scotland) Act 2006

Application for a Licence to operate a House in Multiple Occupation (HMO) at No.72 Sunnyside Road, Aberdeen

Applicant/s: John C.Jennings

Agent: Aberdeen Property Leasing

I refer to the above HMO Licence application, which is due to be considered by the Licensing Committee at its meeting on 29 January 2013 for the reason that one letter of representation/objection has been received by the HMO Unit.

I can advise you as follows:

The HMO legislation

This application is being dealt with under the provisions of Part 5 of the Housing (Scotland) Act 2006, as amended. Available grounds of refusal are as follows:

- 1) The applicant and/or agent is not considered to be a 'fit & proper' person to hold an HMO licence, and
- 2) The property is unsuitable for occupation as an HMO for one, some or all of the following reasons:
 - i) Its location
 - ii) Its condition
 - iii) Any amenities it contains
 - iv) The type & number of persons likely to occupy it
 - v) Whether any rooms within it have been subdivided
 - vi) Whether any rooms within it have been adapted, resulting in an alteration to the water & drainage pipes within it
 - vii) The safety & security of persons likely to occupy it
 - viii) The possibility of undue public nuisance
 - ix) There is, or would be, an overprovision of HMOs in the locality

The premises:

The premises to which this HMO Licence application relates is an end-terraced 2-storey house with accommodation comprising 4 letting bedrooms, one public room, one kitchen and one bathroom. The location of the premises is shown on the plan attached as Appendix 'A'

The HMO licence application:

The HMO licence application is dated 6 December 2012 and was received by the HMO unit on 6 December 2012.

Work/Certification Requirements:

An initial inspection of the property has been scheduled for 23 January 2013, however given that the previous owner held an HMO Licence for the premises, there should be no reason why the premises is no longer suitable for occupation as an HMO, subject to any necessary upgrading works being carried out first.

Letter of Representation/Objection:

One letter of representation/objection was received by the HMO Unit on 19 December 2012, within the statutory 21-day time period, and is therefore competent. The letter is attached as Appendix 'B'.

Applicant's response:

The applicant has submitted a letter responding to the representation/objection. The letter is attached as Appendix 'C'.

Other considerations:

- The Chief Constable, Grampian Police, has been consulted in respect of the applicant's suitability as a 'fit & proper' person, and has made no comment or objection.
- Grampian Fire & Rescue Service has been consulted in respect of the suitability of the premises as an HMO, and has made no comment or objection.
- At the date of this memo, the Council's Anti-Social Behaviour Investigation Team (ASBIT) has no record of any complaints of anti-social behaviour.
- The applicant and property are not registered with the Landlord Registration database, therefore the applicant must register.
- The applicant has requested an occupancy of 4 persons, which should be acceptable to the HMO Unit, given that the previous owner held an HMO Licence to accommodate a maximum of 4 persons in the premises.
- The previous owner of the premises held HMO Licences for the premises from February 2006 until she sold it to the applicant on 6 December 2012.

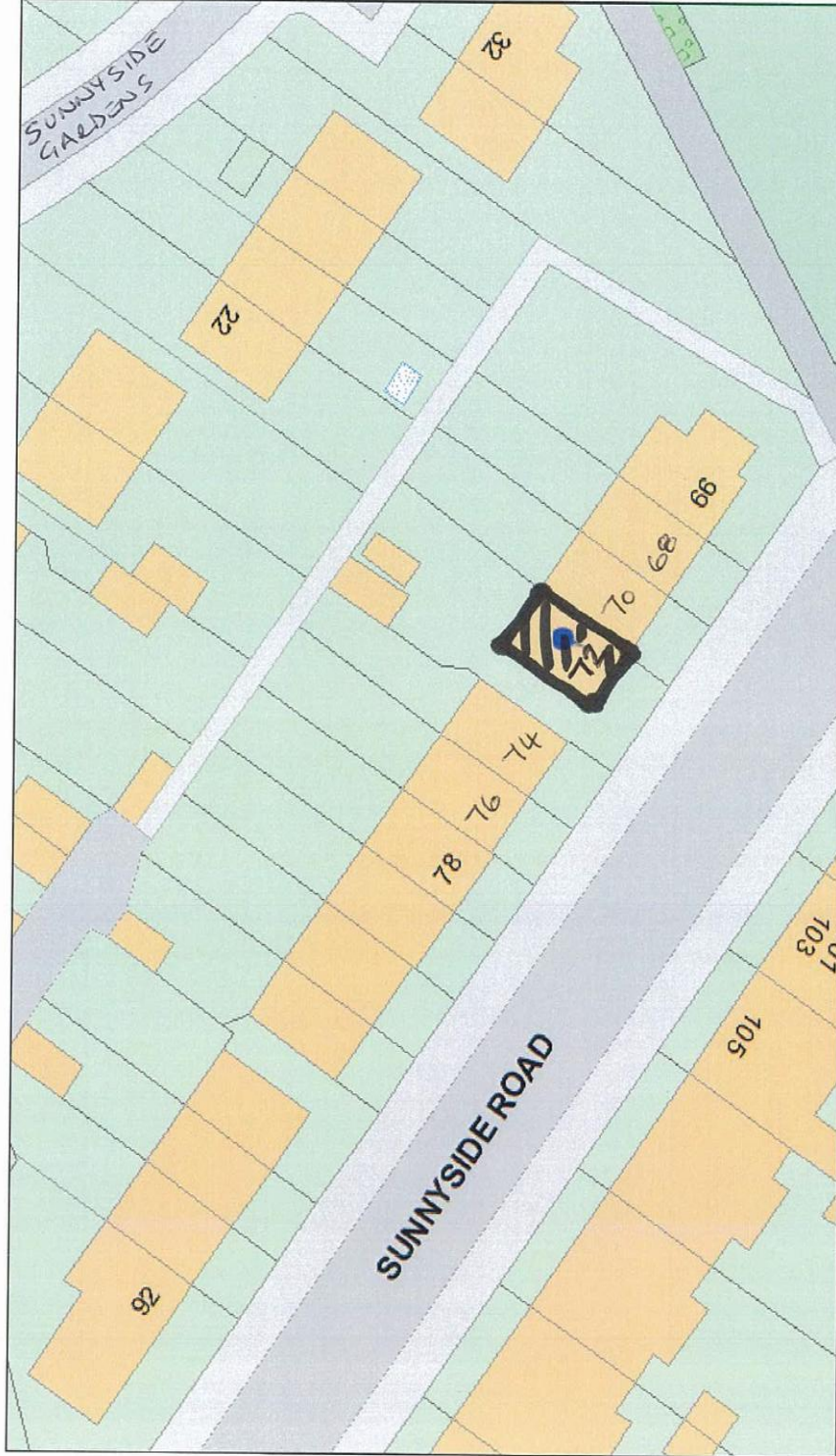
I trust the above explains the position. Please contact me on x2870 should you have any queries regarding the above.

Ally Thain

Private Sector Housing Manager

APPENDIX 'A'

HMO LICENCE APPLICATION
PREMISES : 72 SUNNYSIDE ROAD



© Crown Copyright. Aberdeen City Council. Licence No. 100023401 (2013)
1 : 500

APPENDIX 'B'

Dr. K. Hui & Mrs. T. Wong-Hui

15th December 2012

Aberdeen City Council
Housing & Environment
DATE RECEIVED
19 DEC 2012
Private Sector Housing Unit

Aberdeen City Council
HMO Unit
Housing and Environment
Business Hub 1
Lower Ground Floor West
Marischal College
Broad Street
Aberdeen AB10 1AB

Dear Sir/Madam,

OBJECTION TO HMO APPLICATION: 72 SUNNYSIDE ROAD

We, the property owner of [redacted] Sunnyside Road, are writing to object the House of Multiple Occupancy (HMO) licence application submitted for the above address.

Our house at [redacted] Sunnyside Road shares a driveway with the above property. Since we have acquired our house in year 2000, we have witnessed numerous batches of tenants at the above property. We are sure that the property will be rented to students because of its configuration and location. And throughout the last 12 years all tenants and the property management have shown the same pattern of problems.

1. Lack of Parking Space

Sunnyside Road is a Controlled Parking Zone (CPZ) and each household can apply for a maximum of 2 parking permits. Unluckily, the property accommodates 4 tenants. The property's basement is converted to a lounge and the garage is thus used for storage. The last batch of tenants had 3 cars. As a result one car ended up parking on the shared driveway in front of their garage. This gave us enormous inconvenience and danger as our garage is in constant use and the driveway is steep and narrow. Despite numerous complaints this problem was never rectified.

The problem of lacking parking space/permits is passed to us as neighbours. We see no reason why we have to bear the risk of damaging our car while our neighbours save time and money by abusing the shared driveway. Granting the property an HMO licence will repeat the same problem.

2. Health Hazard

Tenants consistently miss "bin day" or intentionally accumulate trash outside the property.

- In one occasion, the tenants finished their contract and trash was left outside the house for weeks. The waste started to rot with maggots but the management did not attend to it. At the end, we had to clean up the mess because of the acute health hazard.
- In many other occasions, trash were piled up for over a month in the back and scattered all around the shared area. Some trash ended up into our private backyard.

'B'

We believe that the tenants, property management and property owner should keep the house in a hygienic order, which they have failed consistently. We, as neighbours, have been suffering from their incompetence and ignorance for a long time.

3. Safety Hazard

Tenants at the property consistently showed little awareness of home safety.

- The wheelie bin was once left on the pavement for almost a week after garbage collection. It finally got torched.
- The tenant who used the driveway as her parking space consistently left the gates wide open, inviting trespassers. As we are aware that the property has been burgled twice via the shared driveway, we communicated the message to her many times. Despite our repeated effort, including closing the gates on her behalf every time she left, the situation was never rectified.

We believe their irresponsibility not only caused hazard to themselves but also put their neighbours at risk. Communication did not solve the problem.

4. Poor Maintenance of Backyard

The backyard of the property was never property maintained.

- In many occasions grass on the lawn has grown to over 2 feet tall. Neither the tenants nor management had ever rectified the situation pro-actively. We had to complain to the management before they would do anything.
- Due to the consistent lack of maintenance, the whole backyard of the property is infested with weed. Seeds of weed are wind-bound, which seriously affected our backyard.

We believe that the tenants were responsible to keep the backyard in an acceptable state. The management should also actively monitor the status of the property. Because of their incompetence, all neighbours are suffering.

5. Poor Maintenance of Property

The portion of the shared driveway that belongs to the property is heavily infested by weeds and vegetation, causing damage to the brickwork. In previous years we had been clearing the weeds for them. The management has never taken any action.

The property management has consistently acted very passively and only takes action when complaints are received. Obvious damage owing to the lack of maintenance is not attended. As the new property owner is far away in China, we believe the situation will worsen.

6. Anti-Social Behaviour and Damage to Neighbouring Property

In various occasions, broken bottles, cans and trash were found in the shared driveway and our backyard after tenants in the property had parties. Damage had been done to our property because of misbehaviour.

B

We strongly believe that our suffering in the last 12 years caused by our neighbouring property is not an isolated incident as the same pattern persists across different batches of tenants. The property management has consistently failed to improve the situation. We can only conclude that the root of the problem is the lack of consideration and long-term commitment in people who rent.

At the moment the northern side of Sunnyside Road has 14 terrace houses. 6 out of the 14 properties are rented to tenants. 7 are occupied by families. Granting a HMO licence to the property will push the ratio of rented properties to 50%. Sunnyside Road used to be a "Neighbourhood Watch" area but the community is vanishing because of the unhealthy ratio of student tenants. We sincerely hope the council can put a halt to this situation by rejecting the HMO application.

Yours faithfully,



(Kit-ying Hui & Teresa Wong-Hui)

P.S. Included are photos of occasions mentioned above.

'B'

Torched Wheelie Bin (2005-10-15)



Rotten trash with maggots (2008-9-2)



Accumulated and scattered trash (2009-4-25)

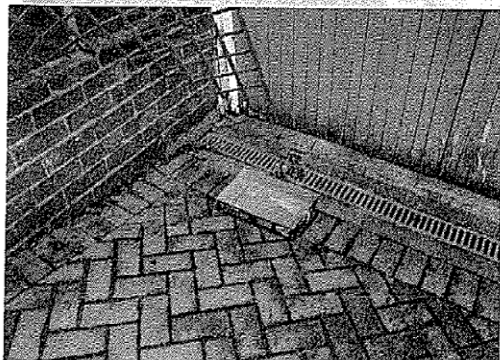
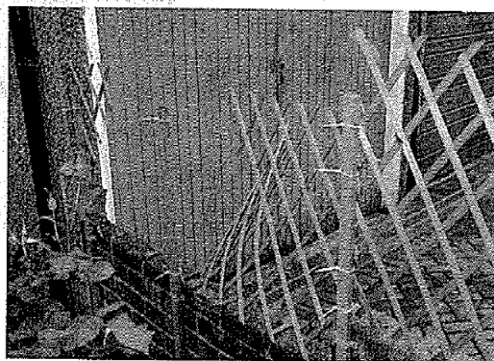


'B'

Scattered and exposed trash (2012-6-3)

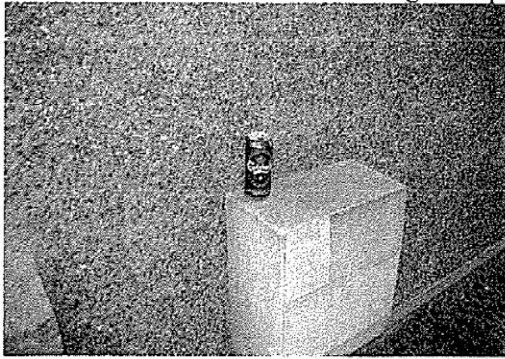


Damage to neighbour property and trash left after party (2006-10-9)

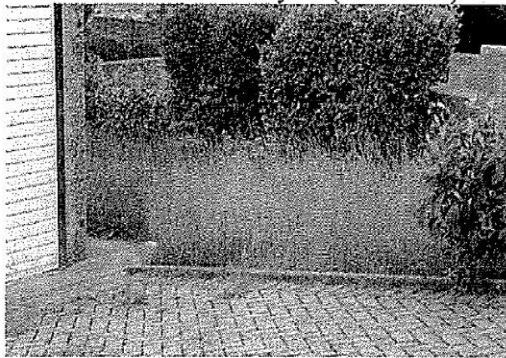


'B'

Trash left in neighbour property after party (2008-5-11)



Un-maintained backyard (2008-6-11)



Weed damage to driveway and broken gutter at property (2012-12-15)



Appendix 'C'

Ally

Thank you for forwarding the letter of objection from Dr. Kit-ying Hui and Teresa Wong-Hui to me. I take the matters raised seriously and I aim to manage the property in a responsible manner that will not negatively impact the neighbours.

I purchased the property as a 'buy to let' investment and the targeted tenants are indeed students attending the nearby Aberdeen University. The complaints listed cover incidents and conditions over the last twelve years which is the same period that the previous landlord owned the property. I would hope that the short comings of the previous landlord will not reflect on my application for an HMO. It is in my own best interest to maintain the property to maximise its value and rental income.

I propose that the following actions will address the issues raised:

- Contract a gardener.
- Ensure that the lease agreement includes a clause prohibiting parties and that this is enforced.
- Evaluate converting an area of the rear garden into a parking area.

Reviewing each point:

1. Lack of Parking Space

I confirm that it is planned to rent the property to four students.

Dr. Kit-ying Hui and Teresa Wong-Hui raise a valid point that the property would benefit from additional parking facilities. If it is practical, I plan to pave the area of rear garden adjacent to the garage to create additional parking space.

It should be noted that the area of drive immediately in front of the garage is private and not shared, since only the portion of driveway between the houses is shared. It is not unreasonable for a tenant to park their car here, however keeping this area clear would clearly make access easier and I will aim to facilitate this.

2. Health Hazard

Trash left around the property is not acceptable. At the end of a tenancy, tenants are required to vacate the property in good condition and I would expect the letting agent to withhold the deposit until this has been confirmed. This appears to have failed in 2008 and 2009. As the landlord I assume responsibility for ensuring that the letting agent complies with this requirement and if not I may elect to change to a different letting agent.

I plan to contract the services of a gardener who will ensure that the property is kept tidy.

3. Safety Hazard

The photograph of the burned wheelie bin is dated 2005, seven years ago. I understand it is an offence to put a wheelie bin out before 7am on the day of collection and to leave it out after that day. Tenants will be reminded of the potential fine for failure to comply.

Regarding the shared gate being left open, realistically there is no way to enforce a 'close the gate' rule. I would be willing to share the cost of installing an automatic gate opener/closer if this is considered to be beneficial.

4 & 5. Maintenance

C Court's

This complaint relates to neglect by the previous owner. Looking forward, it is understood that students renting accommodation have no interest in maintaining a garden, so a gardener will be required.

Longer term I plan to make the property more maintenance free by measures including landscaping the gardens without grass or plants and replacing wooden frames with UPVC.

The property has been vacant for the last six months prior to my purchasing it and clearly some maintenance work is required. Currently I am waiting for the results of the HMO inspection to identify the minimum requirements. I will then consider what additional maintenance and improvements to make over and above the HMO requirements.

6. Anti-social Behaviour

The lease agreement will prohibit parties.

I hope to meet with the neighbours and to begin a positive relationship with them when I come to Aberdeen to attend the meeting with the Licensing Committee.