

CLAUSE NUMBER	ISSUE	DESCRIPTION	ACTION AND POTENTIAL AMENDMENT	SOURCE OF AMENDMENT
Clause 3	Inclusion of seasonal/ migrant workers	It was always our intent to capture these groups of people in this clause. However, when considering them we did not think they had to be directly referenced as, due to their transient nature, any accommodation could reasonably be taken to be their main residence. What we hadn't considered was the possibility that they had another more permanent address elsewhere in Northern Ireland (for example, an address in Belfast separate to the one in Armagh where they are based when they pick apples during the summer/autumn months). This coupled with the strength of opinion for its inclusion has led us to propose this amendment.	Initial thoughts were that seasonal and migrant workers were covered without being specified. Clarification from OLC shows that this subsection is really only aimed at people who have some other address which might arguably be their only or main residence (i.e., another home where they would be living if they were not engaged in the seasonal work). As a result only seasonal workers are referenced in the draft received from OLC as migrants can be assumed to have only one main residence.	NICEM, NILGA, Councils, CEHOG, CIH
Clause 6	Notice regarding continuation of occupation	In Clause 6(8) the word "service" appears. This is incorrect and should be replaced by the word "serve".	Minor amendment. The word "service" is to be replaced with "serve".	Spelling/ Typographical error
Clause 9	Breach of Planning Control	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Clause 9.	Removal of sub-paragraph (b) and reference to (i) in 2(d) has also been removed.	Consequential – (Clause 28)
Clause 10	Fit and proper person (anti-social behaviour clause)	Landlords are concerned that the inclusion of the word "locality" conflicts with the findings of the 2005 Judicial Review. They point out they have no power to deal with inappropriate tenant behaviour outside of the curtilage of the HMO. Consider changing the word "occupants" at 10(6)(b) to tenants.	The draft amendments received from OLC, and agreed, show that the word locality remains but is specified as extending only to the living accommodation and its associated surroundings. The detail of this is defined in the definition of living accommodation in Clause 2(5)(a)&(b). OLC has also detailed why the word "occupant" is appropriate here and this detail has been passed to LANI for their consideration.	LANI
Clause 18	Revocation of Temporary	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Clause 18.	There has been a slight change to the numbering of certain parts of the Bill due to the amendments. Here the	Consequential – (Clause 28)

	Exemption Notice		words "Under section 67" are removed and replaced with "in accordance with section 67(4)"	
Clause 20	Renewal of Licence	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Clause 20.	Consequential drafting amendment to Clause 20(4). Change of wording in this clause relating to planning control and overprovision.	Consequential – (Clause 28)
Clause 21	Application to Renew	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Clause 21.	Change of wording in 21(2). There has also been a slight change to the numbering of certain parts of the Bill due to the amendments. Here the words "Under section 67" are removed and replaced with "in accordance with section 67(4)"	Consequential – (Clause 28)
Clause 26	Joint Licence Holders	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Clause 26.	The drafter has made another small group of amendments to clause 26. These are intended to make sure that clause 28 (change of ownership) works properly in relation to all joint-owner cases.	Consequential – (Clause 28)
Clause 26	Joint Licence Holders	The Social Development Committee pointed out another minor text error. In Clause 26(2)(b) the text currently reads "any two <u>of</u> more" and we believe this should read "any two <u>or</u> more".	Minor amendment. Substitute the word "of" for "or".	Spelling/ Typographical error
Clause 28	Change of ownership: effect on licence	Reservations as to the workability of this clause in practice. The Department understand that this clause requires greater flexibility, by building in a specified period of time for the change of licence holder, alongside the sale of a HMO or other associated change of ownership of the property.	There has been considerable re-drafting of this particular clause. The original draft was challenged by stakeholders, and queried by the committee, due to its perceived lack of flexibility. The new draft takes account of those views and ensures a more workable system. We are content that the most recent draft of Clause 28, as submitted by OLC, meets the policy requirement and will ensure a smooth practical application of this aspect of the licensing regulations.	Department
Clause 29	Death of owner	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Clause 29.	The drafter has added a small technical amendment to clause 29 (page 16, lines 22 & 28), to improve the drafting.	Consequential – (Clause 28)

Clause 53	Statement of Remedial Work	It appears as if the word "out" has been omitted from the first line of 53(2). The clause should read "work is carried out by a date" but instead presently reads "work is carried by a date"	Minor amendment. Insert word "out".	Spelling/ Typographical error
Clause 62	HMO Register	Landlords are concerned about the volume of information held linking them and their properties, and if it will be available in its entirety to the public upon request. The Department agree that it is appropriate to make a number of minor amendments to Clause 62 to ensure that the original policy intent is achieved and that an appropriate balance is struck between the public interest in the information publicly available and the safety and security of landlords and their families.	The Department is content that, with the draft amendments, the amended clause will still achieve the original policy intent. Similar arrangements for disclosure of information, from the register exists for the Landlord Registration Scheme and the current HMO registration scheme.	Department
Clause 64	Fixed Penalty: Service of Notice	In Clause 64(2)(c) the text currently reads "such other information may be specified" and we believe this should read "such other information as may be specified".	Minor amendment. Between the words "information" and "may" insert the word "as".	Spelling/ Typographical error
Clause 67	Appeals	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Clause 67.	There has been a slight change to the numbering of certain parts of the Bill due to the amendments. Here the words "Under section 67" are removed and replaced with "in accordance with section 67(4)"	Consequential – (Clause 28)
Clause 73A		Changes to the detail of Clause 62 (HMO register) have had a knock on effect to Clause 73.	As previously mentioned to the Committee, it is felt it would be beneficial for the Bill to contain the power for councils to share information among themselves, for the purposes of carrying out their statutory functions under this Act. It was felt that the information to be shared from the register, would not be sufficient for these purposes, and further strengthening of the legislation was needed. The result is the detail contained in the new clause 73A.	Consequential – (Clause 62)

Clause 74		Changes to the detail of Clause 62 (HMO register) have had a knock on effect to Clause 74.	Minor amendment to clause 74, page 41, line 17. Also, as a result of the consequential amendments, there will also need to be a change to the heading of clause 74. Although this will need to be <i>made</i> , it does not have to be <i>tabled</i> as amendments: it will instead be done as 'printing' corrections by arrangement with the Bill Office.	Consequential – (Clause 62)
Clause 75		Changes to the detail of Clause 62 (HMO register) have had a knock on effect to Clause 75.	Minor amendment to clause 75, page 41, line 31. Also, as a result of the consequential amendments, there will also need to be a change to the heading of clause 75. Although this will need to be <i>made</i> , it does not have to be <i>tabled</i> as amendments: it will instead be done as 'printing' corrections by arrangement with the Bill Office.	Consequential – (Clause 62)
Clause 83	Possible removal of Clause 83	The Social Development Committee made it clear they were uncomfortable with this particular provision. They feel it may result in a tenant having to continue to pay rent for sub-standard accommodation. The department pointed out that if there was an issue with the property and the landlord's revenue stream was stopped it may mean he is unable to address the issue as he is relying on this rental income. Whilst the Committee accepted the Department's explanation, it did not seem entirely convinced.	In reviewing this clause, the Department referred to previous discussions with both Departmental Solicitors Office and the Attorney General. At that point DSO had advised that there was no issue with keeping it in as it matched England & Wales procedure and was applicable here. The note from the Attorney General's Office, on the other hand, noted that this provision wasn't required as it would be covered under common law in Northern Ireland. At that stage we opted to go with DSO's advice. Based on the Committee's recently stated reservations in relation to this we have requested that OLC remove this Clause as per the Attorney General's advice. The re-draft now reflects this change.	SDC
Clause 86	Regulations and Orders	Changes to the detail of Schedule 2 have resulted in the creation of an additional power for subordinate legislation.	The power for a new regulation has been created due to the removal of the "public display of a notice" aspect of Schedule 2. This new power is now accounted for in 86(5).	Consequential – (Schedule 2)
Clause 87	General Notices	Changes to the detail of Schedule 2 have had a knock on effect to the detail in 87(1)(d).	The removal of the "public display of a notice" aspect of Schedule 2 has necessitated the removal of the reference to paragraph 2(4) of Schedule 2 mentioned at 87(1)(d).	Consequential – (Schedule 2)

Clause 88	Removal of "cousins" from family unit	Existing legislation has resulted in many houses falling within the HMO definition that were never intended to be treated as HMOs. It was acknowledged that the existing definition was too wide and in researching a more appropriate alternative definition the Department examined best practice in other jurisdictions. Cousin was sourced from the English and Welsh HMO legislation scheme, with the conclusion that this addition would address all eventualities for a family household in the Bill.	Following questions raised by SDC the Department has re-examined this clause and now proposes an amendment to exclude cousin from Clause 88 (3) (b) to be treated as a relative in the household makeup as cousins living together may have the same risks as 3 unrelated students sharing. This will reduce the risk of some student HMOs being inappropriately excluded from regulation.	SDC
Clause 88	Change to interpretation of managing agent	Current interpretation of managing agents makes reference to "receives rent or other payments from persons who occupy the accommodation". It has been brought to our attention that letting agents collect the first month's rent, which would inadvertently change them into managing agents and require them to be named on the licence.	The Department has now received the draft amendment for this clause. It will see the receipt of rent and deposit at the outset of the tenancy separated from the periodical rent payments thereby ensuring letting agents are not captured in this definition.	LANI
Clause 88	Interpretation	In Clause 88(4) the text currently reads "in relation an HMO" and we believe this should read "in relation to an HMO".	Minor amendment. Between the words "relation" and "an" insert the word "to".	Spelling/ Typographical error
Schedule 1	Buildings controlled or managed by public sector bodies	In relation to a Housing Association and Housing Executive properties they would be excluded from being considered as HMOs under the current provisions if they are managed or controlled by the HA/NIHE. While the Committee was content that the current system of DSD regulation means that those properties managed <u>and</u> controlled by social landlords are sufficiently regulated already, this would not necessarily be the case for HA/NIHE properties managed by a voluntary body (such as a hostel or women's refuge) because the HA/NIHE does not have the same level of day-to-day control over them and they house some of the most vulnerable people in society.	The Committee feel as these types or properties hold some of the most vulnerable members of society they would benefit from being covered by the new HMO regulatory regime. In order to bring refuges and hostels, which are not both managed <u>and</u> controlled by HAs or the NIHE, back within the HMO definition, a slight amendment has been drafted to Schedule 1 whereby the control aspect is removed and only those managed directly by HA/NIHE are excluded from the HMO definition.	SDC

Schedule2	Possible removal of Schedule 2 to be replaced with power for detail to be included in regulations	In re-examining Schedule 2 in light of the proposed changes to Clause 62 (HMO Register) we realise there has been a divergence between the two. The Schedule currently requires the name and home address of the landlord to be publicly displayed which may offer a threat to the safety and security of landlords. As it stands, in the Schedule planning notices will single out HMOs to the public and this may have implications for the safety of vulnerable people. In order to ensure we get these provisions right, further detailed work is needed with councils.	The draft amendment to Schedule 2 has removed the “public display of a notice” aspect covered in paragraphs 2 -6. Some additional information has been added in its stead, outlining the power to make regulations specifying how this process will be dealt with.	Department
Schedule 4	Variation and Revocation of Licence: Procedure	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect Schedule 4.	There has been a slight change to the numbering of certain parts of the Bill due to the amendments. Here the words “Under section 67” are removed and replaced with “in accordance with section 67(4)”	Consequential – (Clause 28)
Schedule 5	Part 4 Notices: Further Provisions	Changes to the detail of Clause 28 (Change of Ownership) have had a knock on effect to Schedule 5.	There has been a slight change to the numbering of certain parts of the Bill due to the amendments. Here the words “Under section 67” are removed and replaced with “in accordance with section 67(4)”	Consequential – (Clause 28)