

DRAFT SERVICE LEVEL AGREEMENT

Between **Belfast City Council**

and

Causeway Coast and Glens Borough Council (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

and

Derry City and Strabane District Council (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Regarding

The Roles, Responsibilities and Obligations of the Signatory Councils to Implement, Administer and Fulfil the HMO Licencing Requirements Set Out in the 'Houses of Multiple Occupation Act 2016'

March 2019 to April 2020

Effective date: 31 March 2019

Approval of the Service Level Agreement

This document identifies the roles of all parties to ensure effective working in partnership to satisfy the requirements of the Houses in Multiple Occupation Act 2016 and in delivering the new system of mandatory licensing.

In signing below, I agree to the terms and conditions outlined in this Service Level Agreement

1. Signed

Chief Executive of Belfast City Council

Date

2. Signed

Chief Executive of Causeway Coast and Glens Borough Council

Date

3. Signed

Chief Executive of Derry City and Strabane District Council

Date

4. Signed

Chief Executive of Council

Date

Signed

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1.0 Forward

Houses in Multiple Occupation Act 2016

In 2012, the Department for Communities (DfC) undertook a review of Houses of Multiple Occupation (HMO) regulation, which identified a number of weaknesses associated with the regulation and registration of HMOs.

Based on the findings emanating from this review, in September 2014 the Northern Ireland Executive gave its approval to the drafting of a new 'Houses in Multiple Occupation (HMO) Bill', which received Royal Assent on 12th May 2016 and is now known as the 'Houses in Multiple Occupation Act 2016'.

The purpose of this new regulatory approach is to better protect tenants living in HMOs by introducing a new system of mandatory licensing (to replace the previous registration scheme) and new provisions about standards of housing. The HMO Act also aims to streamline the definition of a HMO and to clarify the law in relation to a number of issues such as overcrowding.

It is anticipated that, if effectively implemented and sufficiently resourced, a new HMO regulatory framework for HMOs in Northern Ireland has the potential to have a positive impact on the lives of those living in HMOs, the owners of HMOs, and the residents of the communities in which HMOs are located.

An economic appraisal commissioned by the Department for Communities considered a number of delivery options for the new service. The appraisal included financial and option modelling.

This appraisal recognised that whilst an 11 council model was the most desirable it would mean that full cost recovery for councils would prove difficult and would create a potential rate base burden on councils as the service would have to be provided within existing resources. It was considered that the only way to negate these risks and provide a cost neutral and fit for purpose service was to cluster councils and provide the new regime via a shared service.

The proposed model for service delivery is to cluster councils on a geographical basis, the cluster leads being those areas with the largest number of HMOs, Belfast, Causeway Coast and Glens, and Derry City and Strabane. It also reflects the location of existing staff.

Under the current proposed cluster arrangement in the economic appraisal, Belfast City Council is described as stand alone. It is accepted by the Regional Board that the Cluster leads will need to provide support to each other in order to ensure the effectiveness and provision of a fit-for-purpose service. This will require providing support across each other's respective cluster areas.

2.0 Agreement Overview

This Service Level Agreement (SLA) clarifies the roles and responsibilities of all parties in satisfying the requirements of the HMO Act.

The SLA is an essential element between the agreed lead delivery council (Belfast City Council) and the sub-regional lead Councils that are part of the proposed delivery model (Causeway Coast and Glens Borough Council and Derry City and Strabane District Council). Key aspects of the SLA include, *inter alia* the following:

- Provisions to assist the lead delivery Council and cluster lead Councils to implement and administer the mandatory licensing scheme.
- Definition of the roles, responsibilities and obligations of those Councils included and bound by the SLA.

- Provision to jointly review performance under the SLA on a regular basis with the SLA partners ensuring that necessary action agreed is taken to maintain a high level of service delivery.
- Details relating to the funding, financial and other resource arrangements.
- Separate SLAs will cover the provision of Legal Services and ICT.

3.0 Designations

For the purpose of this document the designations include:

Lead delivery Council	Belfast City Council
Sub-regional / cluster lead Councils	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Document owners	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Signatories	Chief Executives, or their nominee
Primary Stakeholders	Elected Council Members
	All 11 Councils in Northern Ireland
	Department for the Communities
Other stakeholders	Owners/managing agents of HMOs
	Tenants of HMOs
	Residents of communities in which HMOs are located

4.0 Shared objectives

The shared objectives of this agreement are:

To establish provision under which a regional framework assists the Councils to work collaboratively to provide a HMO Licensing Service, and to meet all its enforcement obligations and other responsibilities under the Houses in Multiple Occupation Act (NI) 2016;

To define the roles, responsibilities and obligations of the service providers and stakeholders within Northern Ireland.

The agreement shall commence on the 1st April 2019, and shall continue in force indefinitely unless superseded by another SLA or equivalent, or unless terminated in circumstances detailed below (see section 12.15).

5.0 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide a consistent HMO Licencing service, support and delivery between the signatories and the service providers and to promote positive working in partnership.

The **goal** of this Agreement is to obtain mutual agreement on HMO Licensing service provision between the cluster leads and the signatories.

The **objectives** of this Agreement are to:

- fulfil the HMO licensing requirements set out by HMO (NI) Act 2016;
- clearly define ownership, accountability, roles and/or responsibilities;
- present a clear, concise and measurable description of service provision to the Customer;
- monitor, license and raise levels of compliance for properties affected by the HMO Act;
- satisfy the requirements of the MoU established and agreed between the Councils and DfC.

6.0 Confidentiality

All information received by Councils or gathered by Councils in the course of the administration and enforcement of the HMO (NI) Act 2016 shall be held in accordance with the individual Councils (Records / information Policy).

Each cluster lead will treat as strictly confidential all information acquired by it from, or about the other councils, and external suppliers. No party will disclose such information to any other party, directly or indirectly, except where disclosure is required by law or is with the relevant parties' prior written consent. Such sharing of information is the subject of a data sharing agreement between the councils.

The DfC will monitor the HMO licensing activities of councils and maintain mandatory oversight of the scheme. Via the establishment of a Memorandum of Understanding with DfC, a monitoring programme identifying distinct functions subject to reporting mechanisms will be created in consultation with the councils for each financial year.

7.0 Variations or Amendments

There may be circumstances during the year which prevent the full discharge of the SLA through no fault of any party. Circumstances in which variations may occur during the period of the SLA may include:

- Non-provision of responsibilities by the service provider or signatory;
- significant changes in the anticipated workload;
- new regulations or change in policy;
- performance of hardware / software.

Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.

8.0 Periodic Review

This Agreement is valid from the effective date outlined herein until further notice. This Agreement should be reviewed at a minimum once per fiscal year. The review process will be initiated and facilitated by Belfast City Council 3 months prior to the end of the fiscal year.

The cluster leads, signatories or lead stakeholders may propose at any time during the period to revise the agreement, and agree any reasonable alteration or addition to or omission from the Agreement. In the event of such a revision being proposed, the cluster leads shall assess what resources, if any, will be involved, prior to mutually agreeing to the revision, and shall agree these costs with other stakeholders prior to any implementation of the revision. In circumstances where such revisions cannot be agreed by the cluster leads, the process will be managed under the terms of section 12.16 resolution of disputes.

However, in lieu of a review during any period specified, the current Agreement will remain in effect. The last review meeting of cluster leads during each fiscal period (quarterly for the first two years after commencement, and half yearly thereafter), will provide a forum to review the SLA. The document owners will inform the signatories, and the Department for Communities (DfC), of all subsequent revisions.

Amendments and revisions will be recorded in Section 13.0 of the SLA. During those years where no amendments or revisions have been requested or made to the SLA, a note to this effect will be made following the final review meeting of the service providers in Section 13.0 (see below).

9.0 Performance review and reporting

The Lead Delivery Council shall review performance under the Agreement on a quarterly basis, progress reports will be provided by the Lead Delivery Council to the cluster leads and the DfC to inform the process. KPI's and other performance indicators identified in the MoU between the DfC and Councils will form the basis of the performance review data. A summary report for the 12 month period will be provided as an addendum to the fourth quarter report.

The cluster leads will meet quarterly for the first two years, after the commencement date of the new scheme in April 2019. After two years, and via mutual agreement, the group will meet twice per fiscal year. As above, the last performance review meeting of the fiscal year will provide a forum for reviewing the SLA. Notwithstanding any amendments or revisions made during the year to the SLA, and already noted in Section 6.0, a note will be made in Section 11.0 of the year-end review of the SLA.

10.0 Force Majeure

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

11.0 Governing Law

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

12.0 Implementation and operation of the licensing scheme under the HMO Act 2016.

12.1 Financial arrangements

Each cluster lead will be responsible for their own budget planning and setting, to provide for the management of relevant operations of the HMO function within their cluster.

Belfast City Council, as it will administer the scheme throughout Northern Ireland in its role as the Lead delivery Council, and as it will be the employing authority for all transferring staff from NIHE, will receive income from the new scheme, which will include fees received from HMO's licenced throughout Northern Ireland, both new HMOs and renewals, and income from fixed penalty notices.

The cluster leads and the DfC will thus ensure that the income is distributed so as to ensure the service will be cost neutral.

Expenditure will include all normal and reasonable costs associated with implementing and running a licensing scheme of this nature, and will include staff costs, direct, indirect and overhead costs.

A fee structure will be established and regulated prior to the commencement of the Act on 1st April 2019.

12.2 Deferred income from the current HMO Registration Scheme

The HMO Regional Board will determine the amount of deferred income that will transfer to the lead delivery council on the 1st April 2019, and in subsequent years.

12.3 Resource

At the initiation of the new scheme, it will be the responsibility of the Lead delivery Council to ensure that adequate staff resources are in place, available and appropriate for the anticipated technical operations within the cluster areas, and to provide for the anticipated administrative function.

Each cluster lead will ensure that appropriate resources are available to meet the anticipated needs of their responsibilities for service delivery and management within that cluster, outside of the administrative and technical functions being delivered by Belfast City Council.

The lead delivery council will ensure there is an ability for staff resources to be allocated between clusters, particularly in instances (considered above at 8.0 Variations) such as significant changes to the anticipated workload, and during the initial phase of implementation during the 2019/20 year.

Individual councils will ensure there is an ability to provide 'hot desk' accommodation for technical officers undertaking work in their council areas, where access to such office/desk accommodation might be required. Local councils will nominate a point of contact for technical officers.

12.4 Charges and Liabilities

The Councils shall bear their own costs and expenses incurred in complying with their obligations, listed in the Appendix 1. Councils are encouraged to keep a record of such costs in order to inform a review that will take place 2-3 years into the new regime.

The Councils will remain liable for any losses or liabilities due to their own or their employee's actions and neither Council intends that the other Council shall be liable for any loss it suffers as a result of this SLA.

The partners will attempt to promote consistency in enforcement. However, this SLA does not restrict the powers of authorised offices of the Councils from discharging their duties under the Private Tenancies Order and the CNEA 2011.

Whilst it is understood this will occur only in exceptional circumstances, in instances where parties to this agreement undertake work that is not normally their responsibility as per Appendix 1, ie occasions where the work requested to be undertaken has been specifically requested by the Lead Delivery Council or a Cluster Lead council, in order to provide support to the Lead Delivery Council or a Cluster Lead council in the delivery of its responsibilities in managing the scheme, provision is made for the council to make claim to the Lead Delivery Council or a Cluster Lead council, in arrears, for the costs of the activity provided. The relevant parties will need to agree the work in advance, agree or estimate the likely cost and be satisfied that funds are released appropriately and only to cover costs incurred. To achieve this evidence of the activity will be required. Such claims will be made quarterly, using a template claim form. The template claim form will detail time allocations to each of the activities that it is anticipated may be undertaken by the Councils. The Lead delivery Council will undertake periodic audits of the claims being made.

12.5 Line management

Line management of the staff resources will be undertaken by the Lead delivery Council via the post holders terms and conditions with the service provider ie Belfast City Council. Where staff undertake work in a cluster other than their own, e.g. Belfast City Council staff working in other cluster areas, while they may be required to report in to an assigned officer within the cluster they are allocated to, formal line management of the person will remain the responsibility of the Lead delivery Council.

12.6 Monitoring and Reporting

The cluster councils are responsible for the monitoring of the delivery of the scheme on an ongoing basis, across the cluster areas. Monitoring information will be collated by the service provider, and will form the basis of data to be presented at the regular performance review meetings, as per 9.0 Performance Review and Reporting. Such data collection and monitoring, and performance indicators, will be agreed prior to the commencement of the scheme, by the Regional Programme Board.

Where data from the other cluster leads is required by the service provider for reporting and monitoring purposes, it will be provided by the lead clusters on request of the Lead delivery Council. This will be managed under a data sharing agreement to be agreed between the councils.

12.7 Training

The Lead delivery Council/employing authority will be responsible for the training needs of transferring staff. Cluster leads and local councils will supply any additional training for their staff as identified and required.

12.8 ICT support

A SLA regarding ICT functions and support is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of ICT.

12.9 Enforcement decisions

In the case of fixed penalty notices, the issuing of notices and subsequent enforcement action will be undertaken by the lead delivery council. The income from fixed penalty notices will be collected by the lead delivery council.

The relevant local council will be informed of any fixed penalty notices issued. The lead delivery council will provide advice to the councils where it is considered that further enforcement action is required within their council areas. Data sharing agreements between the cluster leads will allow for data on these activities to be shared between the cluster leads and the Council area within which the HMO is located.

In the event that a Service Provider solicitor is unavailable during non-working hours, and a technical officer considers that there is an emergency, s/he may revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.

The decision to take legal action will lie with individual councils. Prosecutions that may be required will be managed collaboratively between the lead delivery council and the relevant local council. The legal process will be undertaken in the council area within which that the offence took place. The lead delivery council will provide resources (ie legal support and officers for court attendance) should prosecutions be undertaken, but the responsibility for the decision and initiation of such court action will rest with the respective local council.

A SLA regarding Legal support and functions is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of legal services to the scheme.

12.10 Licence applications

The lead delivery council will initially administer the process for renewal licence applications. This will include the administration of the application, and inspection process. The lead delivery council will consult with the relevant local council in relation to all renewal applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent, environmental health matters and any other relevant department local councils wish to involve. The lead delivery council will make a recommendation to the local council regarding the issuing of the licence. The lead delivery council will oversee the issuing of a renewal licence to the owner of the HMO on behalf of the local council.

In the case of new licence applications, the lead delivery council will initially administer the application process. This will include the administration of the application, and inspection process. The lead delivery council will consult with the relevant local council in relation to all new applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent environmental health matters and any other relevant department local councils wish to involve. The lead delivery council will also oversee the required process for placement of newspaper advertisements and site notices at the proposed HMO, and collate any objections received. The process of committee hearings, and the arrangements for objectors to attend committee hearings in person, will be managed by the relevant local council. The relevant local council will inform the lead delivery council of their Committee and Council decisions. If confirmed, the lead delivery council will oversee the issuing of a new licence to the owner of the HMO on behalf of the local council. If required, the lead delivery Council will provide legal and officer support including committee attendance to the respective Council.

12.11 Information requests / Media enquiries

Local information requests (ie FoI) or media enquiries will be dealt with by officers from the relevant Council area (ie this is not necessarily the responsibility of the cluster lead and/or the service provider). The Lead delivery Council will provide such information and advice that may be requested or required to assist the local officers in managing the enquiry.

Where information requests or media enquiries encompass more than one Council area, the cluster lead(s) for those areas, will be responsible for coordinating any required contact and responses. If the Lead delivery Council is not directly involved, it will provide information to support the enquiry or request, though not necessarily (unless directly involved in the case) actual management or direct resource support.

In such instances that a more comprehensive response, covering the whole region, is required, it will be managed and overseen by nominated officer from lead delivery council. In such cases, this may require significant liaison between councils across the region. It is expected and anticipated that the relevant councils will provide such information, appropriate and relevant resources, and assistance, in a timely manner so that the lead delivery council can liaise and manage any response across the region as is necessary.

12.12 Legal services

A SLA regarding Legal Services is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of Legal Services.

12.13 Regional HMO Forums

The Regional Programme Board will continue to meet, initially quarterly, after the commencement of the new HMO Scheme.

The cluster leads, as per 9.0 above, will meet to review progress, implementation and performance.

The cluster leads will report quarterly to EHNI and the reports will focus on the following:

- Have a primary focus to ensure consistency and efficient working practice, and collaborative working, across the clusters;
- Implement agreed policy from the HMO Regional Programme Board;
- Provide the means to translate central government recommendations into policy appropriate for local government;
- Maintain an overview of HMO scheme task and duties;
- Deal with routine issues arising from the HMO Regional Programme Board;
- Consider issues raised from the Public Health and Housing Sub-Group.

The lead delivery council will nominate a representative from the new HMO Licensing Service to liaise with the EHNI Public Health and Housing Sub-Group and their role will be to update colleagues in relation to technical or other HMO activities, share information and have an understanding of each other's work.

12.14 Health and safety

Council employees must adhere to the H&S requirements of their employer council. This includes adherence to H&S requirements specific to Council offices, as well as in the delivery of services external to the Council offices such as lone working and site specific requirements. Officers engaged in inspections and other duties in council areas other than their employing council area will show cognisance of the health and safety requirements of those councils.

12.15 Termination

This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the

defaulting signatory fails to remedy the breach within 28 days of having been given notice of same by one of the other signatories.

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:

All the Councils agree in writing to its termination, or

There is only one remaining Council who has not withdrawn from the SLA.

The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.

Termination of the SLA shall not, in any way, remove any responsibility of any of the signatories for enforcement of the HMO Act 2016.

12.16 Resolution of disputes

All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.

Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management.

If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.

Disputes that cannot be resolved, or have the potential to impact across cluster boundaries, or have the potential to impact on the functioning of the SLA, will be referred to the Regional Board for consideration and resolution.

13.0 Amendments and revisions to the service level agreement table (example)

Document Owner: Chief Executive of the 3 lead Councils or their nominee		
Revision/review reference:	Revision/review date:	Author:

Appendix 1: Table outlining Council responsibilities expected via the SLA

Item	Lead delivery council (BCC)	Sub-regional / cluster lead Councils (BCC, CC&GBC, DC&SDC)	All councils
7.0 Variations or Amendments			
Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.			
8.0 Periodic review			
The cluster leads, signatories or lead stakeholders may propose at any time during the period to revise the agreement, and agree any reasonable alteration or addition to or omission from the Agreement.			
The last review meeting of cluster leads during each fiscal period (quarterly for the first two years after commencement, and half yearly thereafter), will provide a forum to review the SLA.			
9.0 Performance review and reporting			
The Lead Delivery Council shall review performance under the Agreement on a quarterly basis			
The cluster leads will meet quarterly for the first two years, after the commencement date of the new scheme in April 2019. After two years, and via mutual agreement, the group will meet twice per fiscal year.			
12.1 Financial arrangements			
Each cluster lead will be responsible for their own budget planning and setting, to provide for the management of relevant operations of the HMO function within their cluster.			
Belfast City Council, as it will administer the scheme throughout Northern Ireland in its role as the Lead delivery Council, and as it will be the employing authority for all transferring staff from NIHE, will receive income from the new scheme			
12.3 Resource			
It will be the responsibility of the Lead delivery Council to ensure that adequate staff resources are in place, available and appropriate for the anticipated technical operations within the cluster areas, and to provide for the anticipated administrative function.			
Each cluster lead will ensure that appropriate resources are available to meet the anticipated needs of their responsibilities for service delivery and management within that cluster, outside of the administrative and technical functions being delivered by Belfast City Council.			
The lead delivery council will ensure there is an ability for staff resources to be allocated between clusters, particularly in instances such as significant changes to the anticipated workload, and during the initial phase of implementation during the 2019/20 year.			
Individual councils will ensure there is an ability to provide 'hot desk' accommodation for technical officers undertaking work in their council areas, where access to such office/desk accommodation might be required.			
Local councils will nominate a point of contact for technical officers.			
12.4 Charges and liabilities			
The Councils shall bear their own costs and expenses incurred in complying with their obligations.			
Councils are encouraged to keep a record of such costs in order to inform a review that will take place 2-3 years into the new regime.			
The Councils will remain liable for any losses or liabilities due to their own or their employee's actions and neither Council intends that the other Council shall be liable for any loss it suffers as a result of this SLA.			

Whilst it is understood this will occur only in exceptional circumstances, in instances where parties to this agreement undertake work that is not normally their responsibility as per Appendix 1, ie occasions where the work requested to be undertaken has been specifically requested by the Lead Delivery Council or a Cluster Lead council, provision is made for the council to make claim to the Lead Delivery Council or a Cluster Lead council, in arrears, for the costs of the activity provided.			
The Lead delivery Council will undertake periodic audits of the claims being made.			
12.5 Line management			
Line management of the staff resources will be undertaken by the Lead delivery Council via the post holders terms and conditions with the service provider ie Belfast City Council.			
Where staff undertake work in a cluster other than their own, e.g. Belfast City Council staff working in other cluster areas, while they may be required to report in to an assigned officer within the cluster they are allocated to, formal line management of the person will remain the responsibility of the Lead delivery Council.			
12.6 Monitoring and reporting			
The cluster councils are responsible for, the monitoring of the delivery of the scheme on an ongoing basis, across the cluster areas			
Monitoring information will be collated by the service provider			
Where data from the other cluster leads is required by the service provider for reporting and monitoring purposes, it will be provided by the lead clusters on request of the Lead delivery Council			
The Lead delivery Council/employing authority will be responsible for the training needs of transferring staff			
12.7 Training			
Cluster leads and local councils will supply any additional training for their staff as identified and required.			
12.8 ICT support			
A SLA regarding ICT functions and support is the subject to a separate and specific agreement between the councils and Belfast City Council, as the lead provider of ICT.			
12.9 Enforcement decisions			
In the case of fixed penalty notices, the issuing of notices and subsequent enforcement action will be undertaken by the lead delivery council			
The income from fixed penalty notices will be collected by the lead delivery council.			
The relevant local council will be informed of any fixed penalty notices issued. The lead delivery council will provide advice to the councils where it is considered that further enforcement action is required within their council areas.			
The decision to take legal action will lie with individual councils.			
Prosecutions that may be required will be managed collaboratively between the lead delivery council and the relevant local council			
In the event that a Service Provider solicitor is unavailable during non-working hours, and a technical officer considers that there is an emergency, s/he may make revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.			
The legal process will be undertaken in the council area within which that the offence took place.			
The lead delivery council may provide resources (ie legal support and officers for court attendance) should prosecutions be required, but the responsibility for the initiation of such court action will rest with the respective local council.			
12.10 Licence applications			
The lead delivery council will initially administer the process for renewal licence applications. This will include the administration of the application, and inspection process			
The lead delivery council will consult with the relevant local council in relation to all renewal applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent environmental health matters and any other relevant department local councils wish to involve.			

The lead delivery council will make a recommendation to the local council regarding the issuing of the licence.			
The lead delivery council will oversee the issuing of a renewal licence to the owner of the HMO on behalf of the local council.			
In the case of new licence applications, the lead delivery council will initially administer the application process. This will include the administration of the application, and inspection process.			
The lead delivery council will consult with the relevant local council in relation to all new applications. Local councils will nominate a point of contact to receive all applications, and respond within agreed statutory timescales, regarding local issues such as planning consent environmental health matters and any other relevant department local councils wish to involve			
The lead delivery council will also oversee the required process for placement of newspaper advertisements and site notices at the proposed HMO, and collate any objections received.			
The process of committee hearings, and the arrangements for objectors to attend committee hearings in person, will be managed by the relevant local council.			
The relevant local council will inform the lead delivery council of their Committee and Council decisions.			
If confirmed, the lead delivery council will oversee the issuing of a new licence to the owner of the HMO on behalf of the local council.			
If required, the lead delivery Council will provide legal and officer support including committee attendance to the respective Council.			
12.11 Information requests and media enquiries			
Local enquiries will be dealt with by officers from the relevant Council area (ie this is not necessarily the responsibility of the cluster lead and/or the service provider).			
The Lead delivery Council will provide such information and advice that may be requested or required to assist the local in managing the request/enquiry.			
Where requests/enquiries encompass more than one Council area, the cluster lead(s) for those areas, will be responsible for coordinating management and any required contact and responses.			
If the Lead delivery Council is not directly involved, it will provide information to support the enquiry or request, though not necessarily (unless directly involved in the case) actual management or direct resource support.			
In such instances that a more comprehensive response, covering the whole region, is required, it will be managed and overseen by nominated officer from lead delivery council. In such cases, this may require significant liaison between councils across the region.			
12.12 Legal services			
Councils will develop a specific SLA or contract with the lead delivery Council in respect of the provision of legal services and support. This will be governed by a separate SLA between Belfast City Council and the remaining 10 councils.			
In such instances that a more comprehensive legal response, covering the whole region, is required, it will be managed and overseen by nominated officer from lead delivery council. In such cases, this may require significant liaison between councils across the region.			
12.13 Regional HMO forums			
The Regional Programme Board will continue to meet, initially quarterly, after the commencement of the new HMO Scheme.			
The lead delivery council will nominate a representative from the new HMO Licensing Service to liaise with the EHNI Public Health and Housing Sub-Group and their role will be to update colleagues in relation to technical or other HMO activities.			
12.14 Health and safety			
Council employees must adhere to the H&S requirements of their employer council.			
12.15 Termination			
This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the defaulting signatory fails to remedy the breach within 28 days of having been given notice of same by one of the other signatories.			

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:			
All the Councils agree in writing to its termination, or			
There is only one remaining Council who has not withdrawn from the SLA.			
The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.			
12.16 Resolution of disputes			
All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.			
Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management.			
If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.			

BELFAST CITY COUNCIL

LEGAL SERVICES

SERVICE LEVEL AGREEMENT

FOR

District Councils Houses in Multiple Occupation (HMO) Service

Via the Cluster Lead Councils

(Belfast City Council, Causeway Coast and Glens Borough Council and Derry City and Strabane District Council)

From 1st April 2019 to 31st March 2021

SERVICE LEVEL AGREEMENT SUMMARY

SUPPLIER	CITY SOLICITOR, BELFAST CITY COUNCIL
USER	DISTRICT COUNCILS HOUSES IN MULTIPLE OCCUPATION (HMO) SERVICE (Via the Lead Councils, namely Belfast City Council (cluster 1), Causeway Coast and Glens Borough Council (cluster 2) & Derry City and Strabane District Council (cluster 3))
AGREEMENT	
PERIOD	1 st April 2019 to 31 st March 2021
SERVICE(S)	LEGAL SERVICES

PROVISION OF LEGAL SERVICES – SERVICE LEVEL AGREEMENT

PARTIES TO THE AGREEMENT

The parties to the agreement are District Councils Houses in Multiple Occupation (HMO) Service, (hereinafter called the “Service User”) and Belfast City Council, Legal Services Section, (hereinafter called the “Service Provider”). Belfast City Council is delivering the Service on a regional basis on behalf of the Service Users. (hereinafter called the “Lead Delivery Council”)

OBJECTIVES OF THE AGREEMENT

This Service Level Agreement sets out the range of legal services to be delivered by the Service Provider and the expected performance in delivery of such services to the Service User.

DEFINITION OF SERVICES

The Service User requires the provision of a comprehensive and quality level service in respect of both contentious and non-contentious matters and together with general legal advice. Examples are given below, but are not intended to be exhaustive (all of which are hereinafter referred to as “the Legal Services”).

- (i) Non-contentious Work
 - (a) General contract matters
 - (b) Procurement law
 - (c) General advice
- (ii) Contentious Work
 - (a) Prosecutions under the Houses in Multiple Occupation (HMO) Act NI 2016
 - (b) General contract litigation (including procurement)
 - (c) Contract arbitrations
 - (d) Debt proceedings
 - (e) Prosecutions
- (iii) Judicial Review(s)

- (iv) Employment Work
 - (a) Religious Discrimination
 - (b) Sex Discrimination
 - (c) Unfair Dismissals
 - (d) General Advice

DURATION OF AGREEMENT

- (i) This Service Level Agreement shall commence on 1st April 2019 and will continue until 31st March 2021.
- (ii) On or before that date the parties may agree to extend the agreement on an ongoing annual basis until such times as the Agreement is terminated in accordance with Clause 15.

SERVICE PROVISION REQUIREMENTS

The Service Provider shall provide such advice and guidance as is reasonably required by the Service User to assist in the effective delivery of the District Councils Houses in Multiple Occupation (HMO) Service and ensure that decisions are taken in lawful and proportionate manner.

(1) Instructions to the Service Provider

- (i) The decision to issue legal proceedings will lie with individual councils. It is the responsibility of the Service User to obtain the necessary authorisation for issuing such proceedings from those individual councils.
- (ii) Advice and guidance in relation to whether legal proceedings should be issued will be provided by the Service Provider upon request.
- (iii) Responsibility for the referral of casework to the Service Provider lies with the Service User. There shall be no restriction on which officers within the Service User who can provide instructions. The Service User will ensure that such instructions have been approved at the appropriate level and that all matters relevant to the instruction have been provided to the Service Provider.
- (iv) The Service Provider will be supplied with a list of principal personnel, and advised of any changes during the Agreement Period.
- (v) All prosecution files and/or new instructions should be sent with a cover letter addressed to the City Solicitor or the relevant Divisional Solicitor. They should not be marked for the attention of an individual solicitor.

(2) Time Recording and Response Turnaround

- (i) The Service Provider will record chargeable time spent on work done for the Service User. Time shall be recorded in units of 6 minutes.
- (iii) The Service Provider undertakes to deal with urgent requests for advice within 2 hours during normal working hours. Urgent advice will normally only relate to cases of serious risk, where the accommodation is no longer suitable for occupation as an HMO and cannot be made suitable, or where there has been a serious breach of the licence conditions, or where there are particular circumstances which make it necessary to suspend a licence immediately. Before contacting the Service Provider for urgent advice, technical officers must in the first instance seek advice from their line manager, or the manager on call if their line manager is not available.

Urgent requests for advice or assistance should be made via the Service Provider's Business Support who will in turn allocate it to a Solicitor who is available to deal with the query. Contact should be made with one of the following people who will then allocate the call/email: *Paul Bradley* (BradleyPaul@BelfastCity.gov.uk or 90320202 Ext. 6047), *Catherine Finnegan* (FinneganC@BelfastCity.gov.uk or 90320202 Ext. 6058) or *Anne McNamara* (McNamaraA@BelfastCity.gov.uk or 90320202 Ext. 6058).

- (iv) Routine requests for advice will be responded to within 10 working days.
- (v) In the event that a Service Provider solicitor is unavailable during non-working hours, and a technical officer considers that there is an emergency, s/he may make revoke a licence, subject to having the necessary authorisation under the relevant Council's scheme of delegation.

However, consultation with a Service Provider solicitor is best practice.

- (vi) The Service Provider will provide direction in relation to prosecution files within 6 weeks of receipt. The Service Provider will confirm if any further information is required. Proceedings will be issued within 4 weeks of a complete file being received by the Service Provider. A file is complete when the solicitor with carriage of the file is satisfied that the statements are in order and the evidence is sufficient to proceed.

The summons shall be dated for hearing on the earliest possible date, subject to when the departmental day for each petty sessions district is sitting and the length of time required by the court to effect service of the summons.

(3) Committee Work

The Service Provider will provide advice in the preparation of Committee reports when requested.

Upon the request of the Service User, the Service Provider will arrange for a solicitor to attend at any Council or Committee meeting. Whilst any such request will be facilitated wherever possible, the Service User agrees to provide at least one week's notice of the required attendance of a solicitor.

(6) Deliverables

The Service User recognises that the Service Provider must be aware of all matters relevant to their instructions in order to provide the Legal Service. The Service User shall accordingly provide full instructions with copies of all relevant supporting documents to the Service Provider. The Service User will ensure that the Service Provider is made aware, as soon as possible, of any change in circumstances affecting their instructions.

(7) Performance Expectations and Service User Feedback

The Service Provider will:-

- (i) facilitate tri-annual focus meetings which will take place in June, October and February to provide summary feedback on all cases, and review response times and timescales for the conduct of cases.
- (ii) ensure that work is progressed in a timely manner.
- (iii) ensure that any undue delay (not meeting targets set) in the Service Provider's ability to progress work as agreed shall be communicated to the Service User and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.
- (iv) Further meetings may be requested by either party at any time during the Agreement period.

(8) Fluctuations

Other than by agreement between the Service Provider and Service User, this Agreement may not be amended during the relevant period.

(9) Disputes and Dispute Resolution

Any disputes in respect of provision of the Legal Service that cannot be resolved at the commissioning point of contact shall be communicated to the Senior Project Board member (of the Service User) and the City Solicitor for resolution.

(10) Client Care

- (i) Complaints arising from conduct or work undertaken by the Service Provider should be addressed to the Divisional Solicitor. Complaints should be made in writing. A response will be given to the Service User usually within 7 days and no later than 28 days after the date of complaint. In the event that the Service User remains dissatisfied, the complaint will be referred

to the City Solicitor for resolution and appropriate action. The City Solicitor will respond usually within 7 days and no later than 28 days after the date of the matter being referred to him.

- (ii) The Service Provider will comply with the Solicitors (Client Communication) Practice Regulations 2008 subject to the exceptions contained therein; and the provisions of The Provision of Services Regulations 2009 in so far as those regulations apply in the context of the service to be provided.

(11) Transfer & Sub Contracting

The Service Provider is not permitted to transfer or sub-contract the provision of the Legal Service to another provider, save for instructing Counsel where it is considered necessary do so.

(12) Conflicts of Interest

The situation may arise in which the Service Provider is unable to act on behalf of the Service User due to a conflict of interest in their role as legal advisor to a council or government body. In such cases the Service User will instruct another legal advisor to deal with the matter.

(13) Termination

This Agreement may be terminated by either party by giving 1 months' written notice to the other party.

(14) Contact Points – Service Provider

- (I) In relation to new instructions or any matter which is of an unusual or non-routine nature:

John Walsh, City Solicitor

- (II) In relation to routine or on-going work as follows:-

Enforcement, Planning and Regulatory advice: Nora Largey

Property & Development Projects: Dominica Thornton

Contracts & Procurement: Colin Campbell

Employment: Dymphna Murtagh

(18) Contact Points – Service User

- (i) **Causeway Coast and Glens Borough Council** (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

Name (Case Matters)

- (i) **Derry City and Strabane District Council** (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Name (Case Matters)

Signatories

For and on behalf of the Service Provider:-

Signed this day of October 2018
City Solicitor

For and on behalf of **Causeway Coast and Glens Borough Council**:-

Signed this day of October 2018

For and on behalf of **Derry City and Strabane District Council**:-

Signed this day of October 2018

DRAFT SERVICE LEVEL AGREEMENT

Between **Belfast City Council**

and

Causeway Coast and Glens Borough Council (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

and

Derry City and Strabane District Council (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

Regarding

The provision of ICT support for the Signatory Councils to Implement, Administer and Fulfil the HMO Licencing Requirements Set Out in the
‘Houses of Multiple Occupation Act 2016’

March 2019 to April 2020

Effective date: 31 March 2019

Approval of the ICT Support Service Level Agreement

This document identifies the roles of all parties relating to ICT Support to ensure effective working in partnership to satisfy the requirements of the Houses in Multiple Occupation Act 2016 and in delivering the new system of mandatory licensing.

In signing below, I agree to the terms and conditions outlined in this Service Level Agreement

1. Signed

Chief Executive of Belfast City Council

Date

2. Signed

Chief Executive of Causeway Coast and Glens Borough Council

Date

3. Signed

Chief Executive of Derry City and Strabane District Council

Date

4. Signed

Chief Executive of Council

Date

Signed

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1.0 Forward

Houses in Multiple Occupation Act 2016

In 2012, the Department for Communities (DfC) undertook a review of Houses of Multiple Occupation (HMO) regulation, which identified a number of weaknesses associated with the regulation and registration of HMOs.

Based on the findings emanating from this review, in September 2014 the Northern Ireland Executive gave its approval to the drafting of a new 'Houses in Multiple Occupation (HMO) Bill', which received Royal Assent on 12th May 2016 and is now known as the 'Houses in Multiple Occupation Act 2016'.

The purpose of this new regulatory approach is to better protect tenants living in HMOs by introducing a new system of mandatory licensing (to replace the previous registration scheme) and new provisions about standards of housing. The HMO Act also aims to streamline the definition of a HMO and to clarify the law in relation to a number of issues such as overcrowding.

It is anticipated that, if effectively implemented and sufficiently resourced, a new HMO regulatory framework for HMOs in Northern Ireland has the potential to have a positive impact on the lives of those living in HMOs, the owners of HMOs, and the residents of the communities in which HMOs are located.

An economic appraisal commissioned by the Department for Communities considered a number of delivery options for the new service. The appraisal included financial and option modelling.

This appraisal recognised that whilst an 11 council model was the most desirable it would mean that full cost recovery for councils would prove difficult and would create a potential rate base burden on councils as the service would have to be provided within existing resources. It was considered that the only way to negate these risks and provide a cost neutral and fit for purpose service was to cluster councils and provide the new regime via a shared service.

The appraisal also recognised that to properly satisfy the requirements of the new legislation, a new ICT system would be required to support the transferring HMO Licensing. The current IT solution does not provide a public interface, provides limited ability to make online payments and applications, and does not facilitate mobile working for technical officers undertaking site visits and inspections.

The proposed model for service delivery is to cluster councils on a geographical basis, the cluster leads being those areas with the largest number of HMOs, Belfast, Causeway Coast and Glens, and Derry City and Strabane. It also reflects the location of existing staff.

Under the current proposed cluster arrangement in the economic appraisal, Belfast City Council is described as stand alone. It is accepted by the Regional Board that the Cluster leads will need to provide support to each other in order to ensure the effectiveness and provision of a fit-for-purpose service. This will require providing support across each other's respective cluster areas.

2.0 Agreement Overview

This Service Level Agreement (SLA) clarifies the roles and responsibilities of all parties regarding ICT support required to administer the new licencing functions under the requirements of the HMO Act.

The SLA is an essential element between the agreed lead delivery council (Belfast City Council) and the sub-regional lead Councils that are part of the proposed delivery model (Causeway Coast and Glens Borough Council and Derry City and Strabane District Council). Key aspects of the SLA include, *inter alia* the following:

- Provisions to assist the lead delivery Council and cluster lead Councils to implement and administer the mandatory licensing scheme.
- Definition of the roles, responsibilities and obligations of those Councils included and bound by the SLA.
- Provision to jointly review performance under the SLA on a regular basis with the SLA partners ensuring that necessary action agreed is taken to maintain a high level of ICT support.
- Details relating to the funding, financial and other resource arrangements.

3.0 Designations

For the purpose of this document the designations include:

Service provider	Belfast City Council
Sub-regional / cluster lead Councils	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Service user	All Councils in Northern Ireland
Document owners	Belfast City Council
	Causeway Coast and Glens Borough Council
	Derry City and Strabane District Council
Signatories	Chief Executives, or their nominee
Primary Stakeholders	Elected Council Members
	All 11 Councils in Northern Ireland
	Department for the Communities
Other stakeholders	Owners/managing agents of HMOs
	Tenants of HMOs
	Residents of communities in which HMOs are located

4.0 Shared objectives

The shared objectives of this agreement are:

To establish provision under which a regional framework assists the Councils to work collaboratively to provide an ICT support system for the HMO Licensing Service, and to meet all its enforcement obligations and other responsibilities under the Houses in Multiple Occupation Act (NI) 2016;

To define the roles, responsibilities and obligations of the service providers and stakeholders within Northern Ireland.

The agreement shall commence on the 1st April 2019, and shall continue in force indefinitely unless superseded by another SLA or equivalent, or unless terminated in circumstances detailed below (see section 13).

5.0 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent ICT Support for the HMO Licencing service, support and delivery between the signatories and to clarify what services BCC shall provide.

The **goal** of this Agreement is to obtain mutual agreement on ICT Support for HMO Licensing service provision between the cluster leads and the signatories.

The **objectives** of this Agreement are to:

- fulfil the ICT licensing requirements set out by HMO (NI) Act 2016;
- clearly define ownership, accountability, roles and/or responsibilities;
- present a clear, concise and measurable description of service provision to the Customer;
- satisfy the requirements of the MoU established and agreed between the Councils and DfC.

6.0 Confidentiality

All information received by Councils or gathered by Councils in the course of the administration and enforcement of the HMO (NI) Act 2016 shall be held in accordance with the individual Councils (ie via Records / Information Policies).

Each cluster lead will treat as strictly confidential all information acquired by it from, or about the other councils, and external suppliers. No party will disclose such information to any other party, directly or indirectly, except where disclosure is required by law or is with the relevant parties' prior written consent. Such sharing of information is the subject of a data sharing agreement between the councils.

The DfC will monitor the HMO licensing activities of councils and maintain mandatory oversight of the scheme. Via the establishment of a Memorandum of Understanding with DfC, a monitoring programme identifying distinct functions subject to reporting mechanisms will be created in consultation with the councils for each financial year.

7.0 Variations or Amendments

There may be circumstances during the year which prevent the full discharge of the SLA through no fault of any party. Circumstances in which variations may occur during the period of the SLA may include:

- Non-provision of responsibilities by the service provider or signatory;
- significant changes in the anticipated workload;
- new regulations or change in policy;
- performance of hardware / software.

Any proposed variations or amendments to the content of this Agreement shall be made in writing between the parties. Said amendments are not to be unreasonably rejected. All parties will discuss the need for any variation to the SLA at the earliest opportunity and will make any variation by mutual agreement. Where significant variances are highlighted, a rationale will be provided.

8.0 Periodic Review

This Agreement is valid from the effective date outlined herein until further notice. This Agreement should be reviewed at a minimum once per fiscal year. The review process will be initiated and facilitated by Belfast City Council 3 months prior to the end of the fiscal year.

The cluster leads, signatories or lead stakeholders may propose at any time during the period to revise the agreement, and agree any reasonable alteration or addition to or omission from the Agreement. In the event of such a revision being proposed, the cluster leads shall assess what resources, if any, will be involved, prior to mutually agreeing to the revision, and shall agree these costs with other stakeholders prior to any implementation of the revision. In circumstances where such revisions cannot be agreed by the cluster leads, the process will be managed under the terms of section 14.0 resolution of disputes.

However, in lieu of a review during any period specified, the current Agreement will remain in effect. The last review meeting of cluster leads during each fiscal period (quarterly for the first two years after commencement, and half yearly thereafter), will provide a forum to review the SLA. The document owners will inform the signatories, and the Department for Communities (DfC), of all subsequent revisions.

Amendments and revisions will be recorded in Section 15.0 of the SLA. During those years where no amendments or revisions have been requested or made to the SLA, a note to this effect will be made following the final review meeting of the service providers in Section 15.0 (see below).

9.0 Performance review and reporting

The Lead Delivery Council shall review performance under the Agreement on a quarterly basis, progress reports will be provided by the Lead Delivery Council to the cluster leads and the DfC to inform the process. KPI's and other performance indicators identified in the MoU between the DfC and Councils will form the basis of the performance review data. A summary report for the 12 month period will be provided as an addendum to the fourth quarter report.

Senior ICT officers from each cluster lead will meet quarterly for the first two years, after the commencement date of the new scheme in April 2019. After two years, and via mutual agreement, the group will meet twice per fiscal year. As above, the last performance review meeting of the fiscal year will provide a forum for reviewing the SLA. Notwithstanding any amendments or revisions made during the year to the SLA, a note will be made in Section 15.0 of the year-end review of the SLA.

10.0 Force Majeure

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

11.0 Governing Law

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

12.0 Definition of services

The Service User requires the provision of a comprehensive and quality ICT support service in respect of general support, liaison with supplier, software upgrades, training and contract management. Examples are given below, but are not intended to be exhaustive (all of which are hereinafter referred to as “the ICT Support”).

Service Provider’s Digital Services to provide:

- First line support;
- Liaison with the supplier to ensure that the IT solution is implemented as per requirements set out in the original specification;
- Support and maintenance for all hardware and peripherals; Causeway Coast and Glens will install and support all IT equipment provided by BCC for the three technical officers based in Ballymoney.
- Project management of the configuration to ensure that the system meets NI Legislation;
- Liaison with the supplier to ensure that solution continues to be delivered in line with the agreed specification of requirements;
- Liaison with 3rd party suppliers regarding the issue and risks to the IT software implementation;
- Coordinated end-user testing and rollout of all software upgrades;
- Coordinated initial training and provision of training documentation;
- Scheduled supplementary training as required;
- Responsibilities for the contract management of software licences;
- Management of the supplier relationship with suppliers;
- Liaison to ensure the ICT contract is in place and renewed, and
- Migration of the current NIHE Civica database onto a separate instance of the database:
 - Which will need to be maintained for five years for the duration of the historical registrations
 - Maintenance of software upgrades and server infrastructure
 - Maintenance of the database and all GDPR and security issues.

12.1 Service provision requirements

1) Support requests to the Service Provider

Responsibility for support requests to the Service Provider lies with the Service User. There shall be no restriction on which officers within the Service Provider can provide support. The Service User will ensure that such requests have been approved at the appropriate level and that all matters relevant to the request are provided to the Service Provider.

The Service Provider will be supplied with a list of principal personnel, and advised of any changes during the Agreement Period.

12.2 Service Times

BCC Digital Services Service Desk is the single point of contact for logging incidents and users should contact the Service Desk in the first instance for queries or issues with the service. The Service Desk is available at the following times:

Mon – Fri: 9am – 5pm

Weekend: Closed

Bank Holidays: Closed

The Service Desk is accessible via:

Telephone 9027 0707 or ext. 4444

Email: servicedesk@belfastcity.gov.uk

Voice mail is available out of hours.

BCC's responsibility:

Log your call and give you a log number

Log your call in the call-management system and give you a unique reference number

Respond to your call within the agreed service levels set out below

Provide you with regular updates

Service user's responsibility:

Contact the service desk to report a problem

Tell the service desk of any changes to your existing service

12.3 Service level

Respond to calls for routine support within four working hours of the call being logged at the service desk. Ability to respond to your request may depend on:

Whether BCC needs help from other organisations (for example, support to maintain hardware, software or networking) and the availability of the necessary resources.

The Service Provider undertakes to deal with urgent requests for advice within 2 hours during normal working hours. Urgent advice will normally only relate to cases of significant system malfunctions.

Any undue delay (not meeting targets set) in the Service Provider's ability to progress work as agreed shall be communicated to the Service User and a plan to progress the work shall be formulated and agreed between the Service Provider and the Service User.

Before contacting the Service Provider for urgent advice, the officers of the service user must in the first instance seek advice from their line manager, or the manager on call if their line manager is not available.

Urgent requests for advice or assistance should be made via the Service Provider's Digital Services Help Desk (contact details as above). The request will in turn be allocated to an officer who is available to deal with the query.

Routine requests for advice will be responded to within 10 working days.

The Service Provider will provide all first line ICT support to Service Users. Service Users should not directly contact suppliers. All relevant suppliers have been instructed that only requests for ICT support, in relation to the HMO Licensing IT solution, from the Service Provider should be acknowledged and facilitated.

Support services will be provided to:

Council Officers
Sub-contractors

Contact Points – Service Provider

Causeway Coast and Glens Borough Council (cluster area 2); Mid and East Antrim Borough Council; Antrim and Newtownabbey Borough Council; Lisburn and Castlereagh City Council; and Ards and North Down Borough Council

Derry City and Strabane District Council (cluster area 3); Fermanagh and Omagh District Council; Mid Ulster District Council; Newry Mourne and Down District Council; and Armagh Banbridge and Craigavon Borough Council.

12.4 Financial arrangements

Each service user will be responsible for their own budget planning and setting, to provide for the management of relevant operations and their responsibilities of the HMO function within their council area for ICT outside of the remit of the SLA.

The cost of delivering this SLA to service users will be recovered from the fee income from the new HMO Licensing Scheme.

13.0 Termination

This SLA may be terminated by any of the signatories where any of the other signatories is in breach of any of its obligations under this Agreement, and in the case of a breach capable of rectification, where the defaulting signatory fails to remedy the breach within 28 days of having been given notice of same by one of the other signatories.

Further, the SLA may continue in full force and effect from the commencement date until the earlier of the following dates:

All the Councils agree in writing to its termination, or

There is only one remaining Council who has not withdrawn from the SLA.

The SLA may be terminated by any of the signatories by giving at least 6 months written Notice to the other signatories.

Termination of the SLA shall not, in any way, remove any responsibility of any of the signatories for enforcement of the HMO Act 2016.

14.0 Resolution of disputes

All Councils will use their best endeavours to work together to achieve the aims and objectives of the SLA and avoid disputes.

Any day to day matters which give cause for concern or dispute, which have the potential to impact on the fulfilment of requirements within the Agreement, and which cannot be resolved by the officers directly involved, will be referred to line management.

If a situation arises which line managers are unable to resolve, it will be referred to the relevant Head of Service or Director.

Disputes that cannot be resolved, or have the potential to impact across cluster boundaries, or have the potential to impact on the functioning of the SLA, will be referred to the Regional Board for consideration and resolution.

15 Amendments and revisions to the service level agreement table (example)

Document Owner: Chief Executive of the 3 lead Councils or their nominee		
Revision/review reference:	Revision/review date:	Author:



Department for

Communities

MEMORANDUM OF UNDERSTANDING

BETWEEN

**DEPARTMENT FOR COMMUNITIES (DFC)
HOUSING DIVISION**

AND

BELFAST CITY COUNCIL

**DERRY CITY AND STRABANE DISTRICT
COUNCIL**

**CAUSEWAY COAST AND GLENS BOROUGH
COUNCIL**

1ST APRIL 2019

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APPENDIX 1 KEY PERFORMANCE INDICATORS

APPENDIX 2 CONTACT DETAILS

APPENDIX 3 QUARTERLY RETURNS

MEMORANDUM OF UNDERSTANDING

1. Relating to the operation of the licensing of houses in multiple occupation in accordance with the Houses in Multiple Occupation Act (Northern Ireland) 2016 and the Houses in Multiple Occupation (Northern Ireland) Regulations 2019.

INTRODUCTION

2. This Memorandum of Understanding (MOU) has been developed in consultation with councils and sets out the key working arrangements and responsibilities for the operation of this new regulatory regime.
3. Houses in multiple occupation (HMOs) play an important role in meeting the housing needs of people who are single, who have temporary employment, students, low income households and migrant workers.
4. Councils now have responsibility to properly and effectively regulate HMOs to ensure the health, safety and wellbeing of the occupants and at the same time minimise any negative impacts on the neighbourhood and surrounding area.

PURPOSE

5. This MOU will assist and provide clarity and accountability regarding the respective roles of Councils and the Department to the procedures and activities involved in the regulation of this HMO function.

RESPECTIVE ROLES AND RESPONSIBILITIES

The Role of the Department

The Department for Communities (DfC) roles and responsibilities are to:

- Have responsibility for the policy, drafting primary and subordinate legislation, amendments to the Landlords Code of Practice and Guidance in relation to the regulation of HMOs including any consequential amendments.
- Provide support and assistance to councils in the development and delivery of the mandatory licensing scheme.
- Maintain mandatory oversight of the scheme. A monitoring programme identifying distinct functions subject to reporting mechanisms will be created in consultation with the councils for each financial year.
- Facilitate and attend meetings with Councils.
- Collaborate with Councils in the formulation, development review and evaluation of the licensing scheme.

Role of the Councils

Appointed councils roles and responsibilities are to:

- Administer a licensing system in accordance with powers devolved in the Houses in Multiple Occupation Act (Northern Ireland) 2016, and in compliance with the Houses in Multiple Occupation (Northern Ireland) Regulations 2019, supplementary Landlords Code of Practice and guidance provided by the Department.
- Monitor and review all related financial transactions ensuring that the costs of operating the scheme are cost neutral with no public sector subvention required recovering costs from licence fees and fixed penalties obtained from landlords.
- Assist landlords, managing agents and tenants understand the requirements of the HMO licensing scheme.
- Attend any meetings with the Department to facilitate a review of the Scheme

- To adhere to, discuss if required and agree timescales per request to provide the necessary information for the Department to respond to requests which may include a range of Assembly Questions, Ministerial and Committee correspondence and briefings.

KEY PERFORMANCE INDICATORS

6. DFC and nominated Councils operating the scheme have agreed a number of key performance indicators to ensure successful delivery of the new regime. Further details of the indicators can be found in **Appendix 1**.

ESTABLISHMENT OF MONITORING PROGRAMME

7. To enable sufficient detail to be captured to carry out a future review of the licensing scheme **Appendix 3** provides the main activities and statistics to be provided in a quarterly return to the Department which shall be submitted at one calendar month following the quarter end.

GENERAL OPERATION OF THE MOU

Commencement

8. This MOU will be effective from the 1 April 2019 when the HMO Licensing scheme will commence.

Accountability and Responsibility

9. Accountability for this MOU will lie with the Director, Housing Supply Policy in the Department for Communities and at Chief Executive or Director level in Belfast City Council, Derry City and Strabane Council, and Causeway Coast and Glens Borough Councils responsible for administering the scheme.

Review

10. Either party may ask for a review of any part of the MOU at any time during its duration. Reviews will be conducted and agreed by those responsible for the day to day operation of the review and will be the responsibility of the Head of Private Rented Branch and the equivalent Head of Environmental Health/City Services in Belfast City Council, Causeway Coast and Glens Borough Council and Derry City and Strabane District Council. Changes should be formally approved by those accountable for the MOU. The first review is expected to take place 2 years after HMO licensing has been operational.

Force Majeure

11. Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to

any cause beyond its control, (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

Governing Law

12. It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

Disputes

13. In the event of a dispute in relation to any matter covered by this MOU resolution will be determined in the first instance by those responsible for the day to day operation. Should this fail to resolve the matter resolution will be determined by those accountable for the MoU.

Agreement

14. This MoU will be effective for future years unless it is terminated, amended or superseded.
15. Please sign and return the attached copy of this letter to indicate that it is in accordance with your understanding of the arrangements for our inspection regime.

_____ Director or Chief Executive

Acknowledged on behalf of Belfast City Council

Date: _____

_____ Director or Chief Executive

Acknowledged on behalf of Derry City and Strabane Council

Date: _____

_____ Director or Chief Executive

Acknowledged on behalf of Causeway Coast and Glens Borough Council

Date: _____

_____ Director

Acknowledged on behalf of the Department for Communities

Date: _____

APPENDIX 1

KEY PERFORMANCE INDICATORS

The following KPIs are aligned to targets within the Primary Legislation (Houses in Multiple Occupation Act (Northern Ireland) 2016).

Target 2019/2020	Aim	Performance Indicator	Number
3 months	To decide whether to grant or refuse an application for an HMO licence	How many completed within/outside the 3 month period to include reasons for not making targets	
28 days	Must serve a notice within this timescale if the application is refused due to a breach of planning control	How many completed within/ outside the 28 day period to include reasons for slippage	
14 days notice	Must provide a statement of reasons for its decision	How many completed within/outside the 14 day period	
7 days	Must serve a notice of determination whether to vary or revoke an HMO licence	How many completed outside the statutory period to include reasons for not making targets	

7 days	Must serve notice of hearings for oral representations not less than 7 days before the date of the proposed hearing	How many served outside period of 7 days. To include reasons for not meeting targets	
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APPENDIX 2

Contact Details

Eilish O'Neill

DFC Private Rented Sector Branch

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Siobhan Toland

Belfast City Council

028 90270428

Belfast City Council

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Seamus Donaghy

Derry City and Strabane Council

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Bryan Edgar

Causeway Coast and Glens Borough Council

028 2766 0257

Appendix 3

3 HMO Licensing Quarterly Returns – To be made by Belfast City Council (as lead for Shared Service)

Houses in Multiple Occupation Act 2016–		
1. How many HMOs were licensed within the last quarter?		
2. What is the total number of HMOs licensed year (April 19) to date?		
3. What is the total number of HMOs identified as unlicensed (April 19 to date)		
4. How many HMO inspections were carried out in the last quarter?		
5. How many HMO renewals took place in the last quarter?		
6. Offences in connection with HMO Licensing Scheme		
(i) How many offences in relation to HMOs occurred in the last quarter?		

<p>(ii) What was the nature of these offences?</p> <p>(iii) How many fixed penalties were served?</p> <p>(iv) What is the amount served in fixed penalties?</p> <p>(v) How much was received this quarter from Fixed Penalties?</p> <p>(vi) How much has been received to date (From April 19) from Fixed Penalties?</p> <p>(vii) Please provide details of any other enforcement issues which should be brought to our attention.</p>		
<p>7. Finance</p> <p>(i) income in last quarter/from start of financial year?</p> <p>(ii) expenditure in last quarter/from start of financial year?</p> <p>(iii) performance against budget in last quarter/from start of financial year?</p>		