

## Environmental Services Committee Tuesday 6<sup>th</sup> October 2015

### Table of key Recommendations

No	Item	Recommendation
2.	Declarations of Interest	<i>Alderman Campbell</i>
5.	Approval of Products of Animal Origin Establishments Under EC Regulation 853/2004	<i>Grant</i>
6.	Consultation Response to Houses In Multiple Occupation (HMO) Bill	<ul style="list-style-type: none"> <li>• <i>replace, 'three or more people' with 'five or more people'</i></li> <li>• <i>Endorse</i></li> </ul>
7.	Service Level Agreement: Environmental Protection Shared Service Officer	<i>Grant authority to Chief Executive to sign</i>
8.	Street Trading Licences - Temporary Street Trading Licence	<i>Grant</i>
9.	Off Street Car Parking – Future Delivery Options	<i>recommend that Council approve the proposal put forward by the Off Street Parking Subgroup (which has representation from all 11 councils) and which was further endorsed by the Local Government Chief Executives Group (LGCEG) on 28 August to enter into discussions with the DRD to extend the Agency Agreement and Technical Specification for all councils, for the delivery of off street parking for a further period of 3 years - with the option to extend beyond this time if required.</i>
10.	Policy on Provision of Memorials (Primarily Benches)	<i>Adopt</i>
11.	Proposals for Partnering Arrangements with Transport NI for removal of snow & ice from town centre footpaths & pedestrian areas	<i>Enter into agreement</i>
12.	Castlerock Railway Station Footbridge	<i>Defer</i>
13.	Working Groups – Waste & Licensing	<i>Establish</i>
14.	Batteries Tender	<i>Award European Recycling Platform (ERP)</i>
15.	Wee Tender	<i>Award European Recycling Platform (ERP)</i>

16.	Amendments to Street Naming and Property Numbering Policy and Procedures	<i>Amendments agreed as listed</i>
17.	Organisational Structure	<i>Defer</i>

## **Environmental Services Committee**

Minutes of the Meeting of Causeway Coast and Glens Borough Council Environmental Services Committee, held in Council Chamber, Civic Headquarters, Coleraine Office on Tuesday 6<sup>th</sup> October 2015 at 7.00 pm.

In the Chair: Councillor M Fielding

Members present: Alderman Campbell, Alderman Cole, Councillor Baird, Councillor Chivers, Councillor Douglas, Councillor Holmes, Councillor Hunter, Alderman King, Councillor McCaul, Councillor McKillop, MA, Councillor McLean, Councillor Mulholland, Alderman Mullan, Councillor Watton

In attendance: A McPeake, Director of Environmental Services  
S Duggan, Committee and Member Services Officer

Also in Attendance: Press

### **1. Apologies**

Apologies were recorded from Councillor Duddy.

### **2. Declarations of Interest**

Alderman Campbell Declared an Interest for the Item – Organisational Structure (Item 17).

### **3. Minutes of Meeting held 1<sup>st</sup> September 2015**

The Chair advised the Minutes of the above meeting were adopted by Council on 22<sup>nd</sup> September.

### **4. Items For Information**

The Director of Environmental Services delivered the reports.

Committee noted the following information items:

#### **4.1 Local Government (Miscellaneous Provisions) (NI) Order 1985 Entertainment Licences**

The undernoted applications for entertainment licences have been received, acknowledged and processed during the report period.

<b><u>Applicant</u></b>	<b><u>Names of Premises</u></b>
Ms Jane O’Kane	Brown Trout Golf and Country Inn, 209 Agivey Road, Coleraine
Ms Jennifer O’Kane	The Royal Court Hotel, 233 Ballybogy Road, Portrush
Ms Norma Wilkinson	The Lodge Hotel, Lodge Road Coleraine
Mr Dermot Friel	Bushtown Hotel and Country Club, 283 Drumcroon Road, Coleraine
Mr Raymond Gray	The Eglinton Hotel, 49 Eglinton Street, Portrush
Mr William Mills	The Royal British Legion Coleraine, 6 Beresford Road, Coleraine
Ms. Nuala McCollam (Sec.) for Loughgiel Millennium Centre	Loughgiel Millennium Centre
Rev. Francis O’Brien P.P.	St. Patrick’s Parochial Hall, Ballymoney
Mrs. Mabel Campbell	Finvoy Presbyterian Church Hall
Mr. Ivan Patrick	Dervock Presbyterian Church Hall
Ms. Pauline Gallagher	Ma Kellys

#### **4.2 Liquor Licence Applications**

The undernoted applications for occasional licences have been received, acknowledged and responded to without objection during the report period.

<u>Applicant</u>	<u>Purpose</u>	<u>Dates</u>
James Mawley	Occasional Licence at a wedding reception at The Walled Garden, Mussenden Temple, Castlerock, Coleraine	Friday 4 <sup>th</sup> September 2015 from 2pm to 1 am
Jordan Brown	Occasional Licence at a wedding reception at The Walled Garden, Mussenden Temple, Castlerock, Coleraine	Saturday 5 <sup>th</sup> September 2015 from 6pm to 12 midnight

The undernoted application for a Transfer of a Liquor licence has been received, acknowledged and responded to without objection during the report period.

<u>Applicant</u>	<u>Purpose</u>
Turan Gunes	Transfer of Restaurant Licence for the premises at 6 Lower Captain Street Coleraine
Sean Brolly and Gertrude Brolly	Transfer of a Liquor Licence for the premises at 92-94 Main Street Portrush
Fletchers Bistro Ltd	Transfer of a Liquor Licence for 2 Station Road Portstewart

#### **4.3 Petroleum (Regulation) Acts (NI) 1929 and 1937 Petroleum Spirit Licence**

The undernoted applications for petroleum spirit licences have been received, acknowledged and processed during the report period.

<u>Applicant</u>	<u>Name of Premises</u>
Mr. Christopher Logan	Logan Hardware, 36 Drumadoon Road, Cloughmills, Ballymena, BT44 9LJ.
Mr. Sean Maguire	Finvoy Filling Station, 180 Finvoy Road, Finvoy, Ballymoney, BT53 7JS.

#### **4.4 Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985 as Amended Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 2004**

Application for Renewal of an Amusement Permit

The undernoted application for renewal of an amusement permit has been received and processed during the report period.

<u>Applicant</u>	<u>Name of Premises</u>
Mr. Samuel Wylie	Rafters Snooker Club

#### **4.5 The Private Tenancies (Northern Ireland) Order 2005**

The following Certificate of Fitness has been granted under Article 36(4) of the above legislation, the dwelling has been inspected and deemed to meet the fitness standard for human habitation as set out in Article 46 of the Housing (Northern Ireland) Order 1981.

<u>Landlord</u>	<u>Dwelling House</u>
Ms. Rebecca Getty	9 Killyrammer Road, BALLYMONEY, BT53 8LZ.

#### **4.6 North West Region Waste Management Group (Nwrwmg) Minutes**

Please find attached at Appendix III<sup>1</sup> for Members' information, Minutes of the NWRWMG Joint Committee, for meetings held on 17<sup>th</sup> June 2015 and 15<sup>th</sup> July 2015.

### **5. Approval of Products of Animal Origin Establishments Under EC Regulation 853/2004**

Under the provisions of Regulation (EC) No 853/2004 of the European Parliament laying down specific hygiene rules for food of animal origin, establishments producing animal products are required to be approved by the district council in whose area they are situated.

The following establishment has applied for approval due to a change of business owner:

- Ballyrashane Creamery Limited (previously Ballyrashane Co-op Agricultural and Dairy Society (1990) Limited), 18 Creamery Road, Coleraine, BT52 2NE.

The establishment is an integrated premises whereby enforcement responsibility is split between Causeway Coast & Glens Borough Council and the Department of Agriculture and Rural Development (DARD) and therefore a joint inspection has

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<sup>1</sup> Within the report, circulated.

recently taken place by both agencies and officers from the Food Standards Agency. The establishment was found to generally comply with all relevant legislation.

It was proposed by Alderman Cole, seconded by Alderman King and **AGREED to grant approval to the establishment.**

## **6. Consultation Response to Houses In Multiple Occupation (HMO) Bill**

The Houses in Multiple Occupation (HMO) Bill was formally introduced to the Northern Ireland Assembly on 7 September 2015. Subject to approval by the Assembly at Second Stage, the Bill will then be referred to the Committee for Social Development which has responsibility for the Committee Stage of the Bill.

The Committee therefore wishes to hear views from all interested parties in order to assist it with its scrutiny of the Bill.

The purpose of the Bill is to enable better regulation of Houses in Multiple Occupation (HMO), by streamlining the definition, introducing licensing, promoting effective housing management and clarifying the existing law.

New proposals to improve upon the current HMO legislation will introduce:

- A new HMO definition;
- a licensing scheme;
- a fit and proper person test;
- new enforcement powers;
- new powers to issue a prohibition notice; and
- powers to open statutory information sharing gateways to assist in the identification and regulation of HMOs.

An invitation has been made to make a written submission by the 6<sup>th</sup> October 2015 at the latest.

The responsibility for HMO Regulation and enforcement is transferring to Councils under the bill and as such will add to the number of licensing schemes already operated by Council.

The Bill has 91 clauses and 8 schedules. The Chief Environmental Health Officers Group has produced a response to the consultation which may be found at Appendix VI <sup>2</sup>to this report.

Concern is raised at the reduced consultation period (4 weeks) and the lack of information currently available to permit councils sufficient time for planning and preparation in order to deliver the new powers within the bill. With the responsibility for the regulation of HMOs moving to Councils, further consideration will need to be given to resource and capacity building implications due to the enhanced licensing enforcement scheme proposed by the Department.

**It is recommended** that Causeway Coast and Glens Borough Council endorse the response provided and advise the Department accordingly.

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<sup>2</sup> Within the report, circulated.

It was proposed by Councillor Holmes, seconded by Councillor Baird and AGREED to recommend that Council submit the following response - replace 'three or more people' with 'five or more people'.

**IT WAS FURTHER AGREED to endorse the response provided, and advise the Department accordingly (attached as Appendix A).**

The Director of Environmental Services will liaise with Councillor Baird to clarify concerns raised to formulate a further response.

#### **7. Service Level Agreement: Environmental Protection Shared Service Officer**

Following the cessation of Northern Group Systems (Environmental Health) the Chief Executives agreed that the specialist environmental protection services should transfer into Mid and East Antrim Borough Council on the understanding that a shared services model would be put in place between the relevant parties/stakeholders. Consultation with the individual councils involved (Antrim & Newtownabbey, Causeway Coast & Glens and Mid Ulster) has resulted in agreement in principle being reached on the nature and scope of the shared specialist services to be delivered.

A copy of the service level agreement may be found at Appendix V<sup>3</sup> to this report. Subject to acceptance/approval by MEA ratification (full Council) on the 2<sup>nd</sup> November 2015, it is recommended that Causeway Coast and Glens Borough Council grant authority to the Chief Executive to sign the above service level agreement.

**IT WAS AGREED that Council grant authority to the Chief Executive to sign the above service level agreement, attached as Appendix B.**

#### **8. Street Trading Licences - Temporary Street Trading Licence**

Applications have been received for the grant of Temporary Street Trading Licences to trade at the Coleraine Christmas tree lights switch on and are listed below for consideration.

	<b>Application</b>	<b>Applicant</b>	<b>Reg No</b>	<b>Commodity</b>
1.	GRANT TEMPORARY STREET TRADING	Shane Mawhinney	ND53 YHY	Flashing Novelties
2.	GRANT TEMPORARY STREET TRADING	Shane Mawhinney	ND53 YHY	Flashing Novelties

In line with Council Street Trading Policy, all applicants have been requested to produce Access (NI) criminal record checks valid to within 1 year of the application.

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<sup>3</sup> Within the report, circulated.



**IT WAS AGREED to recommend that Council grant the Temporary Street Trading licences as detailed at 1 and 2 above.**

## **9. Off Street Car Parking – Future Delivery Options**

The transfer of the Off Street Parking functions from the DRD to local councils occurred on 1 April 2015 by virtue of the Off Street Parking (Functions of District Councils) Act 2015.

In preparation for the transfer, it was agreed that local government would establish a Regional Off Street Parking Group (a sub-group of LGCEG) to take forward the operational actions required to ensure the smooth transfer of the function and assets on 1 April 2015.

At the last meeting of the Regional Group on 30 June 2015 the representatives from the councils examined a detailed options paper covering a variety of possible service models for the delivery of off street parking after October 2016 with a view to making a recommendation to the LGCEG (Local Government Chief Executive Group) on a preferred way forward.

### Options for Future Delivery Models

The Regional sub group met in June 2015 to review the potential service delivery options for post 31<sup>st</sup> October 2016. The options considered covered a variety of possible service delivery models ranging from the as is Agency Agreement, to the internalisation of the function within each council to the externalisation of all aspects of the service via an alternative means.

The Group unanimously agreed to support the option to maintain the status quo and enter into discussions with the DRD to extend the Agency Agreement and the Technical Specification for all councils for a period of 3 years.

This option would extend the Agency Agreement with DRD but would seek flexibility with respect to aspects that councils normally deliver in house - such as cleaning and maintenance of planted areas.

It was proposed that the Agency Agreement be extended for 3 years with an option to extend if required until the end of the traffic attendant contract provided to DRD by NSL.

There are a number of factors which contributed to the selection of this option by the Sub-Group and these are listed below:

- This is a new function transferred to the councils and they are still learning about the operating business and given the dates decisions are required by, it is felt that it is still very early for councils to make a call on what changes would be for the best. To date there have been no significant issues with the Agency Agreement and no complaints from the public.
- New council structures and service models are still in a state of transition and more time may be required to decide on the most effective and efficient arrangements for the management of off-street car parking within other corporate agendas.

- Continuing with the existing Agency Agreement will mean minimal change for the councils as there is significant work to redesign the service. Also the detailed work and negotiations in terms of developing and reaching agreement on the Agency Agreement and Technical Specification has only recently been completed.
- The timeframes for agreeing and implementing a new service delivery model at this stage are extremely tight and may leave councils vulnerable if the successful implementation was not completed on time to the required standard.
- Remaining with the status quo will ensure continuity of service for the public. It would also mean that significant officer time would be saved and the considerable procurement costs of such an exercise would be avoided.
- Given the size and scope of the current contract DRD procured the Council officers on the regional group are of the view that we are getting economies of scale and therefore receiving value for money in this contract. If arrangements were to change each council would have to consider how effective and efficient a new service delivery would be.
- A final key element in reaching this conclusion was that an extended / renegotiated Agency Agreement and Technical Specification would allow the Council's time to determine the objectives to be achieved from car parking and consider and develop a long term parking approach or strategy for the future benefit of their Boroughs.

#### Back up option

A further backup option was also agreed in the event that DRD are unwilling to continue to provide the back office Penalty Charge Notice (PCN) processing as part of the agreement post Oct 2016. This option would involve the separate procurement of PCN processing with IT support whilst drawing on the current NSL contract through a new Agency Agreement with DRD.

#### Option Conclusion

The Sub Group concluded that to move away from the current arrangements and either go through a separate procurement exercise or bring in house would be costly, complicated and time consuming given the experience and knowledge of the local authorities in this function. In addition, such a move away from the current Agency Agreement and Technical Specification would require councils to acquire alternative provision of each of the aspects currently covered by both the DRD and NSL as set out below:

The DRD element of the Agency Agreement and Technical Specification covers:

- Contract Management of NSL
- PCN processing including staff costs / challenges and appeals process / IT systems and support / collection of PCN income banking and administration (including CC charges) / stationary / legal fees / DVA costs
- Communications
- Reconciliation of income streams (cash / season tickets / cashless payments)

- Queries
- Audit checks of income streams
- Management information reports

The NSL element covers (varies between Councils):

- Traffic attendants deployment including enforcement patrols / issuing PCNs / Equipment / Uniforms / attendance at appeals / training / supervision / management / administration / stationary / office overhead etc
- P&D machine maintenance including servicing / parts & labour / tickets etc Cash collection, reconciliation and banking including staff / premises / banking charges / vehicles / insurance etc
- Cleaning including litter picking / mechanical sweeps/ annual mechanical sweep covering vehicles / materials (Not CC&GBC)
- Plant maintenance
- Annual mechanical sweep (Not CC&GBC)
- Signage provision
- Clamping and removal

As well as the consideration and inclusion of these elements in any future delivery model consideration was also given to the financial impacts of change as well as the HR aspects such as TUPE (Transfer of Undertakings (Protection of Employment) regulations, the significant change the councils have already encountered and will further encounter with the transfer of regeneration in 2016, as well as the officer time that would be required to ensure councils were in a position to deliver this function through an alternative method.

#### Financial & Resource Implications

The financial implications are not known at this time but updates will be brought as and when negotiations progress with the DRD. The DRD will enter into negotiations with the supplier upon endorsement from the 11 councils and will provide indicative costing as soon as they are known.

It is proposed by Alderman King, seconded by Councillor Watton and **AGREED to recommend that Council approve the proposal put forward by the Off Street Parking Subgroup (which has representation from all 11 councils) and which was further endorsed by the Local Government Chief Executives Group (LGCEG) on 28 August to enter into discussions with the DRD to extend the Agency Agreement and Technical Specification for all councils, for the delivery of off street parking for a further period of 3 years - with the option to extend beyond this time if required.**

The Director of Environmental Services advised he will bring a 6-month review of car parking revenue and fixed penalty fees report to a future committee meeting.

#### **10. Policy on Provision of Memorials (Primarily Benches)**

Legacy Councils had different approaches for dealing with requests by members of the public who wished to sponsor the provision of a memorial in memory of a deceased family member. In some cases no policy existed and there was an ad hoc arrangement to such requests.

Over the years a number of benches have been provided and sited throughout the Borough. Since 1<sup>st</sup> April there have been 7 separate requests to have a memorial bench placed in memory of a loved one in Council parks/open spaces. If Council were to accede to each request, this will present difficulties in the management and, in particular, the cost of maintaining benches (vandalism etc). There is also the issue of finding suitable locations as the sites preferred by relatives are becoming saturated. There are also the sensitivities around the removal of benches which have reached the end of their lifespan or need to be moved for operational reasons. In 2012 Coleraine BC discontinued their policy of facilitating every request and offered the alternative of planting a tree. All costs associated with the tree planting to be borne by the requester.

It was proposed by Alderman Cole, seconded by Councillor Baird and **AGREED to recommend that Council adopt the Coleraine BC policy of making provision for a tree to be planted in memory of a loved one rather than the provision of a bench (or wall, pillar etc) in response to each request.**

Members felt the policy should not include cemetery locations, the Director of Environmental Services will bring back a report on locations for further consideration.

#### **11. Proposals for Partnering Arrangements with Transport NI for removal of snow & ice from town centre footpaths & pedestrian areas**

Legacy councils had entered into partnership arrangements with Transport NI (formerly Roads Service) to provide resources to keep town centre footpaths and pedestrian areas clear of snow and ice during prolonged severe weather. TNI wish to continue with a partnering arrangement to cover the next 3 years.

A Memorandum of Understanding (attached at Appendix VII) <sup>4</sup>based on agreed principles (NILGA, SOLACE and TNI) has been produced, which allows Council and TNI to enter into a local agreement to provide snow and ice clearance. This local agreement could include, for example, Council's preferences for areas treated, call-out arrangements, salt delivery and perhaps most important, the resources available. This could, for example, put a limit on money Council would be prepared to spend on this work in any one year. Legacy agreements included maps detailing the areas to be treated, provision of free salt/grit and how/when Council help was required.

It was proposed by Alderman King, seconded by Alderman Cole and **AGREED to recommend that Council enter into a partnering arrangement for the clearance of snow and ice from paths and pedestrian areas and use legacy council agreements as a template for this coming winter which will be subject to annual review, attached as Appendix C.**

Discussion ensued on rural and town disparities, the Director of Environmental Services will bring back location maps for further consideration.

#### **12. Castlerock Railway Station Footbridge**

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<sup>4</sup> Within the report, circulated.

In 1996 Council entered into a 10,000 year lease with NI Transport Holding Co. (NITHC) for the upkeep of the footbridge at Castlerock Railway Station. Terms of the lease put the onus on Council to restore the bridge, continue to maintain it throughout the lease, indemnify NITHC against claims for damage or injury and pay any NITHC costs incurred by them related to work carried out on the bridge. The bridge was restored by Council in 1998 but since then has had minimal planned maintenance and is now showing signs of significant deterioration. A report carried out in 2012 concluded that *“the long term use of this bridge will prove difficult and expensive with time, only adding to the Council’s financial liability to keep the structure fit for purpose. At some stage Council should explore the implications of the removal of this footbridge or its replacement with a new construction designed for the coastal exposure”*.

The condition of the bridge has deteriorated to an extent that it is difficult to put an estimate against its repair cost without detailed investigation. The on-going deterioration of the materials used in its construction (wrought and cast iron) may be difficult to repair and may be prohibitively expensive. To provide assurance that any repairs have been effective, it will require an ongoing maintenance programme including load testing and regular inspections. Under the terms of the lease these costs will be the responsibility of Council. Maintenance may increase with time to a point when the bridge will have to be removed or replaced.

It should be noted that Translink are currently undertaking work on the Belfast/Londonderry route which will make the current Platform 2 redundant. Translink will be removing this platform and in turn, will make the need for any footbridge link between the two platforms redundant.

Members are asked to consider the following options:-

Option A – Carry out repair works to the footbridge in situ.

This option has the benefit of leaving the bridge in place. However, repairs will be difficult to complete due to access restrictions and will have to be completed during line closures. The full extent of the repairs necessary will not be quantifiable until grit blasting of the footbridge takes place. This means that accurate costing of the repairs is impossible. Once repaired, in situ load testing will be required. Substantial annual planned maintenance will be essential following the repair works. Estimated repair cost - Unknown. Annual Maintenance – Approximately £5,000.

Option B – Remove the central span of the footbridge and complete detailed condition report.

Subject to line closures the main span could be removed (approx. £5k) for analysis/testing (approx. £5k) and a report prepared which may be able to advise Council on the following:

- a) The viability of repairing the bridge.
- b) Indicative costs of repair.
- c) Indicative remaining lifespan.

Option C – Permanently remove the bridge.

Due to the future removal of Platform 2 there is no requirement for the footbridge to access between platforms. However, the historic relevance of the bridge must also be considered. Estimated cost - £10,000 for removal complete bridge structure.

It is recommended that Council consider the options above in 1.3.

It was proposed by Alderman Cole, seconded by Councillor McLean to recommend that Council consider Option A.

It was proposed by Councillor Holmes, seconded by Alderman Mullan to recommend that Council defer the item.

Alderman Cole withdrew his proposal.

**IT WAS AGREED to recommend that Council defer the item.**

The Director of Environmental Services will bring back more detailed information to inform a future decision, to include any view from the local community in Castlerock.

### **13. Working Groups – Waste & Licensing**

The terms of reference for the Environmental Services Committee state that ‘The Committee has the facility, if it so wishes, to establish and appoint any number of Sub-Committees and Working Groups it deems necessary to consider in more detail the work of the Committee concerning specific issues related to the Environmental Services Directorate.’

A number of the legacy Councils held working group meetings to review options and proposals for service delivery. Two areas have been identified within the Environmental Services Directorate which would benefit from the re-establishment of these working groups. These are Waste and Licensing Working Groups.

It is proposed that the working groups would meet quarterly or more frequently if the Group decided it was necessary. The membership of the Group would be made up of between 6-8 Councillors and relevant Officers. It would be used as a forum to discuss ideas for future service delivery in an informal setting. Terms of Reference would be tabled at the first meeting. Outcomes would be brought to the Environmental Services Committee for further consideration and approval.

It was proposed by Councillor Holmes, seconded by Alderman Cole and **AGREED to recommend that Council approve the establishment of Working Groups for Waste and for Licensing, the establishment of which to come from all the Environmental Services Committee Members (16no.), to take place after the Environmental Services Committee meetings.**

### **14. Batteries Tender**

It was proposed by Councillor Hunter, seconded by Councillor McLean and **AGREED to recommend that Committee move *in-committee*.**

\* **Press left the meeting at 8.20pm.**

It was proposed by Alderman Cole, seconded by Alderman King and **AGREED** to recommend that Causeway Coast and Glens Borough Council award the contract for the collection and processing of Batteries and Accumulators to European Recycling Platform (ERP).

15. Wee Tender

**IT WAS AGREED** to recommend that Causeway Coast and Glens Borough Council award the contract for the collection and processing of WEEE to European Recycling Platform (ERP).

16. Amendments to Street Naming and Property Numbering Policy and Procedures

(Document attached as Appendix D)

**IT WAS AGREED** to recommend that Council approves the following amendments to the existing Street Naming and Property Numbering Policy and Procedures:-

- Page 2, Page numbers amended;
- Page 3, Para 1.2 *“Building Control Department”* changed to *“Environmental Services Directorate”*;
- Page 7, Para 4.1.9 *“such as the Pointer Group”* removed;
- Page 10, Para 5.1 *“Having regard to the significant resource consequences of administering the implications of the policy, the policy should be reactive in nature”* removed;
- Page 11, Para 5.2iii *“then the proposal will be put forward to Council for their consideration”* removed, and substituted with revised wording;
- Page 12, Section 5.2 *“Procedure for removal of a street sign in a language other than English”* added;
- Page 15, Para 10.0 Line, *“Environmental Services Directorate”* added to contact address;  
**1995”**;
- Page 23, Appendix IV changed ‘in both English and Irish’ to ‘in both English and (Other Language)’
- Page 24, Appendix V added **“Record of changes to policy and procedure”**.
- All references to **“Building Control Department”** removed from document and **“Health and Built Environment Department”** inserted in lieu.

It was proposed by Alderman Cole, seconded by Councillor McLean to recommend that Committee defer the item to the Council meeting for consideration.

The Chair put the proposal to the committee to vote, 5 voted for, 9 voted against the Chair declared the proposal lost.

Councillor Holmes presented amendments, the Chair agreed, in consultation with committee, to offer each one individually for consideration:

It was proposed by Councillor Holmes, seconded by Councillor Baird **to recommend that at page 11, 5.2 ii) add ‘Councillors within the District Electoral Area as automatic consultees’.**

The Chair put the proposal to the committee to vote, 10 voted for, 1 abstention was applied the Chair declared the proposal carried.

It was proposed by Councillor Holmes, seconded by Councillor Baird **to recommend that at page 12, 5.2 iv) remove the word “long”.**

The Chair put the proposal to the committee to vote, 9 voted for, 0 voted against the Chair declared the proposal carried.

It was proposed by Councillor Holmes, seconded by Councillor Baird **to recommend that at page 12, 5.2 viii) replace ‘24 month period’ with ‘5 years’.**

The Chair put the proposal to the committee to vote, 7 voted for, 3 voted against the Chair declared the proposal carried.

It was proposed by Councillor Mulholland seconded by Councillor Chivers to recommend that at page 11, 5.2 iii) replace ‘*occupiers appearing on the electoral register*’ with ‘respondents’.

The Chair put the proposal to the committee to vote, 3 voted for, 12 voted against the Chair declared the proposal lost.

\* **Alderman King left the meeting at 9.00pm.**

\* **Alderman Campbell left the meeting at 9.03pm.**

## **17. Organisational Structure**

It was proposed by Councillor Holmes, seconded by Alderman Cole and **AGREED to recommend that Council defer the item for one month.**

The Director of Environmental Services will bring back additional savings in relation to Tier 4 and Tier 5.

## **18. Correspondence**

There were no items of correspondence.



## **19. Consultation Documents**

### **19.1 The Traffic Signs Regulations and General Directions 2015**

## **20. Matters for reporting to Partnership Panel**

The Director of Environmental Services will discuss historic matters reported with Council's nominee and bring a report back to the next committee meeting.

## **21. Any Other Relevant Business**

### **21.1 Coleraine Cemetery Meeting**

Councillor Mulholland requested that a report is brought back on the matter.

The Director confirmed a Policy would be brought for Members' consideration to a future committee meeting.

### **\* Councillor Hunter left the meeting at 9.30pm.**

### **21.2 No Dog Fouling signage**

Alderman Mullan requested that 'No Dog Fouling' signage is erected in Limavady.

The Director of Environmental Services noted the request.

### **21.3 Drumaduff Update request**

Councillor Chivers sought an update for the next committee meeting.

The Director of Environmental Services will assess the current legal status and bring appropriate information back.

### **\* Alderman Mullan and Councillor McKillop left the meeting at 9.35pm.**

### **21.4 CCTV at Council Amenity Sites**

Councillor Watton voiced concern that, to protect employees, Council's Amenity Sites should not be open to the public unless CCTV is working effectively on the premises.

## **22. Date of Next Meeting**

- Tuesday 3<sup>rd</sup> November 2015 at 7pm, Civic Headquarters, Coleraine.

**This being all the business the meeting closed at 9.40pm.**

**Appendix A:** Consultation Response to Houses in Multiple Occupation (HMO) Bill

**Appendix B:** Service Level Agreement: Environmental Protection Shared Service Officer

**Appendix C:** Proposals for Partnering Arrangements with Transport NI for removal of snow & ice from town centre footpaths & pedestrian areas

**Appendix D:** Street Naming and Property Numbering Policy and Procedures

### Response to Bill, clause by clause:

#### PART 1: MEANING OF “HOUSE IN MULTIPLE OCCUPATION”

##### **Clause 1: Meaning of “house in multiple occupation”**

A House in Multiple Occupation (HMO) is defined in Clause 1 as a building or part of a building (e.g. a flat) that is classed as living accommodation and is occupied by three or more people, who are members of more than two households. Additionally, accommodation is not an HMO unless rents are payable or other consideration is provided in respect of the accommodation. The clause also introduces Schedule 1 (exceptions) and confers a power to amend the definition of “house in multiple occupation”.

The Council welcomes the definition to include ‘any’ building. However concern is raised that common parts may not be covered in the case of a self-contained flat. In addition in the circumstances where commercial buildings have been converted may fall outside the scope of the Bill. This is not clear within the proposed definition. It is requested that clarity is provided within any regulations. In addition the Council is concerned in relation to houses converted into multiple flats and how these flats will be treated if there are over occupied by members of the one family. These need to be covered by the HMO definition or else a standard for overcrowding across the private rented sector should be introduced to prevent gross overcrowding in house conversions.

Exemptions within Schedule 1 currently pertain to buildings occupied by students, including those run by educational establishments; religious communities; registered housing associations would avail of an exemption. However these types of buildings, in which the most vulnerable may live, are not exempted under the current HMO registration scheme. The Council would be concerned that this sector could be regulated by a “light touch” form of accreditation which would not provide uniformity and consistency of standards across the sector.

In determining the appropriateness of any exemptions the Council would ask how many enforcement notices or other types of enforcement actions have been served / taken in relation to these types of buildings.

In relation to the exemption for ‘Buildings Occupied by Owners’, the inclusion of houses occupied by owners, may be used by some landlords as a loophole to avoid designation. It would also be difficult to disprove whether an owner actually lives in the property. If an owner lives on the premises then they should be included in the ‘head count’ as they will assist in forming a different family relationship. We also do not believe it would substantially change the risks in many properties.

Guidance and a methodology provided for enforcement officers in the case of houses occupied by religious communities is requested, as this is often difficult to disprove that the community is living as one.

##### **Clause 2: Definition of living accommodation**

Clause 2 defines “living accommodation” for the purposes of clause 1. A building, or part of a building, is living accommodation (i) if it is capable of being occupied as a separate dwelling or (ii) if it forms part of any building or group of building in single ownership and its occupants share a toilet, personal washing facilities or facilities for the preparation or provision of cooked food.

“Single ownership” is defined in subsections (2) and (3) in a way which prevents avoidance of the legislation by artificially dividing ownership of a property between members of a family or connected companies.

The Council welcomes the definition within 2(5) pertaining to living accommodation however it is concerned about the application to common parts of self contained flats which are in mixed tenure. The Council would welcome some clarity around this issue.

### **Clause 3: Cases where person is treated as occupying accommodation as only or main residence**

Clause 3 outlines the fact that people count as occupants only if the accommodation is their only or main residence. However, accommodation occupied by a student during term time is regarded as that person’s only or main residence. People staying in domestic violence refuges are to be treated as occupying them as their only or main residence.

The Council would request that further guidance is provided in relation to seasonal workers or workers brought in for a contract in a factory for example a 3 month period.

The Council would welcome further clarity within the regulations, including any specification of a duration of time.

### **Clause 4: Persons who are members of the same household**

Clause 4 specifies the meaning of “household” for the purposes of HMO licensing. This includes members of the same “family”: the definition of family includes married, unmarried and same-sex couples, and step children, as well as blood relatives. Additionally, a person who is a personal or domestic carer in a residential capacity is to be treated as a member of the household for the purposes of this Bill. There is a power for the Department to provide that other persons are treated as being in the same “household”.

The Council would not like to see those who require carers to be included under the HMO regime, therefore welcome this definition of ‘same household’.

### **Clause 5: Notice regarding evidence of household**

Clause 5 makes provision for a council to serve a notice on the occupants of a house where the council believe there are more than three people residing in the property and these people form more than two separate households. If insufficient evidence is provided that the house is not an HMO, the house is to be regarded as being one.

The Council welcomes this provision however it is imperative that guidance is issued by the Department to help clarify as to what they deem as acceptable proof.

### **Clause 6: Notice regarding continuation of occupation**

Clause 6 makes provision for a council to serve a notice on a property that has ceased to operate as an HMO, because its occupants have reduced below 3, but which the council believe is likely to become an HMO again within 4 months. For example a student house during the summer months

can then be treated as an HMO for certain regulatory purposes, even though it may actually have fewer than 3 people residing in it during those months.

The Council welcomes this provision however it is imperative that guidance is issued by the Department to help clarify as to what they deem as acceptable proof.

### **PART 2: LICENSING OF HOUSES IN MULTIPLE OCCUPATION**

#### **Clause 7: Requirement for HMOs to be licensed**

Clause 7 requires every house in multiple occupation that is not exempted to be licensed. A licence for an HMO authorises its holder and any agent named on the licence to allow the HMO to be occupied in accordance with the licence conditions. The clause also sets out that licences are to be issued by district councils for houses in their area, and the information which must be specified in a licence.

The Council is concerned with the use of the word 'every'. Note only would this approach be resource intensive for councils, but would place N.I out of touch with England and Wales where, licensing only applies to the highest risk of HMO's. 'The licensing of Houses in Multiple Occupation (Prescribed Descriptions) (England) Order 2006', have identified highest risk as, those of 3 storeys or more and occupied by 5 or more persons (who together form 2 or more households). The threshold was set at this level because the risks of fire and escaping from fire are greatest in buildings of 3 or more storeys. In 1997 the Entec report 'Fire Risk in HMO's' concluded: 'the number of occupants influences the risk.

The Council would suggest that licensing should be a properly targeted measure, used only where it is necessary to improve standards in this sector. Mandatory licensing is needed for certain situations and certain types of HMO to ensure a properly targeted approach, it therefore should be undertaken entirely on a risk based approach.

For those properties that are currently authorised they could then be transferred across to the new scheme.

#### **Clause 8: Applications for HMO licence**

Clause 8 outlines that applications must be made by the owner of the HMO. It also sets out the matters that are to be taken into account when a council is considering an application for an HMO licence. The details of the procedural requirements, in relation to an application for an HMO licence, are contained within Schedule 2.

The Council welcomes the provisions within this clause, however the set licence fee should be on a cost recovery basis.

In addition to planning approval, Building Control approval should also be achieved prior to an application being made.

Within clause 8(e) the term "Fit for Human habitation" is used. This is a general term unless it is referenced to the Housing Order 1981, as amended by The Housing Order 1992. As a general term it will be open to various interpretations. This should be changed to "the living accommodation should meet the statutory minimum standard for housing".

The “Fitness Standard” as set out in the Housing Order 1981, as amended by The Housing Order 1992 as the statutory minimum standard of housing is currently being reviewed by the DSD so it would not be appropriate to use the term “fit for human habitation”. Using the term meets the “statutory minimum standard for housing” will make the Bill ‘future proof’ and would not necessitate change should the review result in changing the standard.

The Council advocate the adoption of the Housing Health and Safety rating system (HHSRS) as a tool to regulate the entire privately rented sector. This system assesses the property using a risk based approach and looks at 29 separate risks to health and safety of the occupant.

All tenures of housing should be required to meet the same statutory minimum standard for housing with additional protection for HMO due to their higher risks.

### **Clause 9: Breach of planning control**

Clause 8(2)(a), as read with the definition in clause 9, provides that an application will be refused if the council feels there has been a breach of planning control. Carrying out development without the planning permission required or failing to comply with any condition or limitation subject to which planning permission has been granted, constitutes a breach of planning control. Refusals on this ground are treated slightly differently from refusals on other grounds. In particular, the refusal must be made with 28 days of the application and there is no appeal to the county court. However, if the applicant can show that there is no breach of planning control, they can make a renewed application for no additional fee.

The Council welcomes this link to planning control.

### **Clause 10: Fit and proper persons**

Clause 10 specifies matters to which the council shall have regard (in addition to other things it may consider) when deciding whether an applicant or an applicant’s agent is a fit and proper person. The material specified is: whether the person has committed certain types of offence, practiced unlawful discrimination or contravened housing law or landlord and tenant law; actions or failures to act in relation to antisocial behaviour affecting a house let by the applicant or for which the applicant was an agent; and other material considered by the local authority to be relevant.

The Council welcomes the provisions within this clause. However there is concern regarding the language used where some-one has committed an offence rather than having been convicted of committing an offence. Further clarity should be provided around jurisdictions, spent convictions, putting the onus on the applicant to provide any necessary information specified.

Additional guidance is required on the provision under 10(5) relating to ‘any associate or former associate’ has engaged in any of the conduct mentioned.

### **Clause 11: Satisfactory management arrangements**

Clause 11 outlines the considerations that a council may take into account when deciding whether suitable management arrangements are in place at application stage.

The Council would require that guidance to be provided as to the assessment of a 'sufficient level of competence'.

### **Clause 12: Overprovision**

Clause 12 states that, in deciding whether the granting of a licence will result in overprovision, councils must have regard to the number and capacity of licensed HMOs in an area, the need for this type of accommodation in that locality and such other matters as the Department may specify through regulations. Although a first-time application for a licence can be refused on the ground that it would result in overprovision of HMOs, an application to renew a licence cannot (see clause 20).

The Council welcomes this provision, however would be concerned that this may become a charter for inconsistency. As such there should be guidance on promoting a consistent approach within councils. The Council recognise the need to control the number of HMO's on any given area, and the issues associated with over provision. The Council would acknowledge the parallel with Council's new planning and community planning roles.

### **Clause 13: Suitability of living accommodation for multiple occupation:**

Clause 8(2)(e), as read with clause 13, states that councils may only grant a licence if they are satisfied that the accommodation is suitable for use as an HMO for the specified maximum number of persons or could be made so by including conditions in the licence. The criteria that the councils must consider are given. It includes a power for the Department to set out minimum standards in regulations.

The Council welcomes this provision, however further guidance should be provided in order to both define and provide clarity around certain terms used throughout this clause, such as 'undue public nuisance', for example would this cover issues around car parking; also terms such as 'type of persons'; 'interior and exterior decoration'

The Council would welcome the addition of other risk areas to the minimum standards such as falls, risk of fumes etc in line with the HHSRS. Within clause 13(5) there is a notable absence of fire safety and means of escape. The Council would also see that with the introduction of HMO licensing there is an ideal opportunity to have a formal MOU on a regional basis with the NIFRS.

### **Clause 14: Licence conditions**

Clause 14 deals with the conditions that may be contained in licences. The council may include any conditions it considers appropriate for regulating the management, use and occupation of an HMO. The Department may also specify in regulations conditions which must be included. Conditions can include dates by which they come into effect.

The Council welcomes the provisions within this clause, in particular 14(3) which states the provision of regulations pertaining to the specification of HMO licence conditions. Standardised conditions upon issuing the licence will greatly aid consistency across councils

The Council would query the rationale and intention in relation to 14(4) and (5) particularly in relation to the class of persons occupying or visiting a HMO.

### **Clause 15: Temporary exemption notice**

Clause 15 allows a council to issue a temporary exemption notice if the owner of an unlicensed HMO applies for one. The owner must explain the steps to be taken to stop the premises from being an HMO (such as ensuring that the number of occupants reduces below 3, or that sufficient basic amenities for exclusive use are installed so that occupants do not have to share them), and the council must be satisfied that these steps will be successful. The HMO does not need a licence during the term of the notice, which is three months unless extended in exceptional circumstances.

The Council envisages there may in certain circumstances be a need to issue a temporary exemption notice in line with any existing tenancy agreement, i.e. where the HMO was in an area of high housing need and where remaining in the property there was no risk to health. Council officers should be allowed to exercise discretion in such exceptional circumstances. However the Council would not envisage any such notice should be valid for a period longer than 12 months in totality, i.e. inclusive of any extension as per clause 16.

The Council notes the need for protection that the required works will be carried out in full.

### **Clause 16: Extension of temporary exemption notice**

Clause 16 allows for the extension of temporary exemption notice if the council are satisfied that special circumstances exist. A notice may be extended only once, and only for up to 3 months.

As per Clause 15

### **Clause 17: Safety and security requirements**

Clause 17 specifies that the temporary exemption notice may require the owner to carry out work to improve the safety or security of the occupants for the duration of the notice. This could include minor works or the provision of removable equipment where licence conditions would normally require permanent, fixed items.

The Council notes the provisions within this clause.

### **Clause 18: Revocation of temporary exemption notice**

Clause 18 specifies that if a council is satisfied that an HMO owner has failed to comply with any requirement included in a temporary exemption notice, the council may revoke that notice.

The Council notes the provisions within this clause.

### **Clause 19: Duration of HMO licence**



Clause 19 states that an HMO licence lasts for five years, or a shorter period specified in the licence which cannot be less than six months. It starts on the date when notice of the decision to grant the licence is served on the owner, or another date specified in the licence. In the case of a licence granted because the council did not come to a decision within the period required, the licence will last for one year from the end of that period.

The Council would suggest that a standardised duration period is specified. Clarity on the rationale for a non-specified period would be welcomed.

Guidance pertaining to specifics in dealing with the commencement of the 3 months period within which the council must make a determination on an application is required. The Council is of the opinion that this 3 month period should only commence once council have received a full application, all required supporting documents and appropriate fee. Formalisation of a process where an application is deemed as being duly made would also be welcomed.

Pertaining to this clause, within Schedule 2, 15(6) clarity is required on the deemed licence, i.e. is another application fee required after the specified one year period

### **Clause 20: Renewal of licence**

Clause 20 provides for the renewal of an existing licence which must be made before the current licence ceases to have effect. As noted above, overprovision (Clause 12) is not a ground for refusing an application to renew.

The Council notes the provisions within this clause.

### **Clause 21: Application to renew: effect on existing licence**

Clause 21 specifies that where an application to renew a licence is made the existing licence has effect until: the date of the new licence is granted or (if the renewal application is refused) the date the current licence ceases to have effect. Slightly different rules apply if the refusal is on the ground of breach of planning control.

The Council notes the provisions within this clause.

### **Clause 22: Variation of licences**

Clause 22 sets out the procedure for varying a licence, which a council may do for its own reasons or at the request of the licence holder. If the council proposes the variation, it must give its reasons.

The Council welcomes the provision that a licence can be varied on either an application or on councils own initiative. The Council believe that there should be a fee payable on the application to cover costs incurred by the Council. Further that a fit and proper person test should apply in terms of any proposed changes to management agent.

### **Clause 23: Revocation of licences**

Clause 23 allows a council to revoke a licence at any time. There are a number of possible grounds that may lead to the revocation of a licence. The licence holder or agent is no longer a fit and proper person under Clause 10; the accommodation is not fit for human habitation; the HMO management arrangements are not satisfactory; the accommodation is no longer suitable for use as an HMO and cannot be made suitable; there has been a serious breach of a condition of the licence; there has been more than one breach of a condition (not necessarily a serious one). This Clause also specifies that it does not matter if the council has taken any other action or criminal proceedings have been commenced, the licence can still be revoked.

The Council welcomes the power to revoke a licence, however there is a need for guidance in this matter. There should also be a mechanism for bringing to the council any matters, including anti-social behaviour, change in conditions etc that may necessitate any revocation.

### **Clause 24: Variation and revocation: procedure**

Clause 24 introduces Schedule 4, which makes provision about the procedure for varying or revoking a licence.

The Council welcomes the provision, however guidance should be provided in order to provide clarity, thus inform any documented procedure to deal with the variation and revocation of a licence in line with Schedule 4.

### **Clause 25: Restriction on applications**

Clause 25 prevents the council from considering certain applications. If an application was refused on the ground that a person was not a fit and proper person, the council may not consider an application from that person (for any accommodation) within a year of the refusal. If an application was refused on a ground relating to the accommodation (where the granting of the licence would create a situation of overprovision or where the accommodation is not habitable or suitable for use as an HMO), the council may not consider an application (from anyone) in relation to that accommodation, with the same period. This restriction does not apply if the local authority is satisfied that there has been a material change of circumstances, for example if a physical feature which made the property unsuitable for licensing has been altered.

The Council notes the provisions within this clause.

### **Clause 26: Joint licence holders**

Clause 26 deals with the situation where an HMO is owned jointly by more than one person. The application for a licence may be made by one owner or jointly by more than one. Any joint licence

holders can request to be removed from the licence at any time provided one owner continues to hold the licence.

The Council notes the provisions within this clause.

### **Clause 27: Surrender of HMO licence**

Clause 27 specifies that the holder of an HMO licence may surrender the licence by giving notice to the council, in the specified form, to that effect.

The Council notes the provisions within this clause, however is of the opinion there must be a mechanism to prohibit a management company walking away from their obligations.

### **Clause 28: Change of ownership: effect on licence**

Clause 28 states that an HMO licence may not be transferred to a new owner. So when a property changes hands, any HMO licence for the property ceases to have effect.

The Council notes the provisions within this clause, in particular that a new application must be made which would be subjected to the appropriate application fee.

### **Clause 29: Death of sole licence holder: effect on licence**

Clause 29 transfers the licence of a deceased sole licence-holder to that person's executor. The licence expires three months after the date of death, unless the council is satisfied that it is reasonable to extend it in order to wind up the holder's estate.

The Council notes the provisions within this clause, in particular the flexibility to extend the licence as council deem reasonable.

## **PART 3: ENFORCEMENT OF LICENSING REQUIREMENTS**

### **Clause 30: Unlicensed HMO**

This clause creates a number of criminal offences relating to HMO licensing. An owner of a licensable HMO without a licence is committing an offence (unless the owner has a reasonable excuse). A person who acts as an agent for an HMO which is not licensed also commits an offence. And where the owner of an unlicensed HMO instructs an agent to act in relation to that house, the owner commits an offence.

The Council notes the provisions within this clause and welcome the inclusion of agent responsibility. Council need for guidance on terms within the clause to include 'reasonable excuse' subject to clause 34 and the information required as proof.

### **Clause 31: Exceeding licensed occupancy or breach of licence conditions**

This clause creates the offence of allowing an HMO to be occupied in excess of the number of persons authorised on the licence. It also creates offences related to breaching conditions in a licence. An owner, agent or other person named in the licence commits an offence if they breach a condition included in a licence. And an owner or agent commits an offence if any other licence condition is breached and they do not take reasonable measures to prevent it.

The Council notes the provisions within this clause. Council need for guidance on terms within the clause to include 'reasonable excuse' subject to clause 34 and the information required as proof.

### **Clause 32: Untrue claim that HMO is licensed**

This clause makes it an offence to claim that a HMO is licensed when it is not.

The Council notes the provisions within this clause.

### **Clause 33: Agents not named in licence**

This clause makes it an offence for an owner to authorise an agent to act in relation to house if the agent is not named in the licence. It also makes it an offence for a person to act as an agent in those circumstances.

The Council notes the provisions within this clause.

### **Clause 34: Reasonable excuse**

This clause sets out some circumstances in which the owner of an HMO has a reasonable excuse for the purposes of clauses 30(1) and 31(2) and (3).

The Council notes the provisions within this clause. There is a need for guidance on terms within the clause to include level of information required to satisfy reasonable excuse.

### **Clause 35: Power to require rectification of breach**

Clause 35 specifies that a council can serve a notice on a licence holder requiring action to be taken to rectify or prevent a breach of a condition in an HMO licence. A notice can be served irrespective of whether the council has taken any other action or whether criminal proceedings have been commenced. The action required may include the carrying out of work in or to the HMO.

The Council notes the provisions within this clause.

### **Clause 36: Revocation of rectification notice**

This clause outlines the circumstances in, and process by which, a council may revoke a rectification notice under clause 35. In particular, a notice must be revoked if all the requirements set out in it have been complied with.

The Council notes the provisions within this clause.

### **Clause 37: Failure to comply with rectification notice**

If the owner of an HMO fails to take any action specified in the rectification notice, by the date given in the notice, they will have committed an offence under clause 37. In determining the seriousness of that offence (for example, for the purposes of setting a fine), regard is to be had to the original breach which led to the issuing of the rectification notice.

The Council notes the provisions within this clause.

### **Clause 38: Revocation orders and disqualification orders**

This clause gives a court powers to revoke an HMO licence and disqualify an owner from holding a licence, or an agent from being named on a licence, for a period not exceeding five years. These powers can be used on conviction of an offence under various provisions of the Bill.

The Council notes the provisions within this clause. Further consideration is required for specified template for disqualification orders and revocation orders and whether there is a need to prescribe these. If not, then there need to be a mechanism for liaison with the courts service upon the detail required within such orders.

### **Clause 39: Revocations and disqualifications: appeals**

This clause specifies that a person may appeal against a revocation order or disqualification order.

The Council notes the provisions within this clause but would ask that clarity be provided on whether temporary exemption matters apply while any appeal is on-going.

### **Clause 40: Discharge of disqualification orders**

This clause specifies that the court which made the disqualification order may discharge the order with effect from such date as the court may specify, if the court is satisfied that there has been a change in circumstances which justifies doing so.

The Council notes the provisions within this clause.

## **PART 4: STANDARDS OF HOUSING**

### **CHAPTER 1: OVERCROWDING**

### **Clause 41: Definition of overcrowding**

This clause defines an HMO as being overcrowded when the number of persons sleeping in it contravenes either the room standard or the space standard.

The Council notes the provisions within this clause.

### **Clause 42: The room standard**

This clause outlines the circumstances which are designated as a contravention of the room standard. These are circumstances in which persons aged 13 or over must share with another person of that age or with a couple.

The Council would question the rationale behind the increase in age from 12 (as per the Housing Act Room Standard) to 13 years of age

There are differences in various standards for overcrowding

- The original statutory definition of overcrowding in England referring to room and space standards can be found in Part X of the Housing Act 1985 but has an age threshold for children over 10 both room and space standards.
- The Bedroom Standard has been used from the 1960's to measure overcrowding in the UK also uses 10 as a threshold.
- The NIHE Housing Selection Scheme Rules use age 7 as a threshold age.
- The European Commission Eurostat Housing Statistics for overcrowding uses 12 as the threshold age.

These differences are not helpful. With HMO tenants at a higher risk than most other tenants in the private rented sector, should they not be offered better protection from overcrowding?

### **Clause 43: The space standard**

This clause outlines the circumstances which may be designated as a contravention of the space standard. These relate to the amount of floor space there is in the property for each person resident of it.

The Council welcomes the formalisation of the current space standards used for HMOs.

### **Clauses 44 and 45: Overcrowding notices**

Clauses 44 and 45 give the council the power to issue a notice where they believe an HMO is, or likely to become overcrowded. An overcrowding notice must, for each room, either stipulate the maximum number of persons who may occupy the room or specify that the room is unsuitable for occupation. This makes clear the maximum possible sleeping arrangement in the house.

The Council notes the provisions within these clauses.

### **Clause 46: Requirement as to overcrowding generally**

The requirement under clause 46 requires that the terms of the notice must not be breached by allowing an unsuitable room to be occupied as sleeping accommodation and that the room standard must not be contravened. A notice including this requirement can have the effect of requiring the owner to reduce the occupancy of the house immediately – for example, by terminating a tenancy.

The Council notes the provisions within this clause.

### **Clause 47: Requirement not to permit new residents**

Clause 47 is very similar in its effect to Clause 46, except that it covers occupation by new residents i.e. anyone not resident when the notice was served. This allows the existing situation to continue, even if the house is “overcrowded”.

The Council notes the provisions within this clause.

### **Clause 48: Notice requiring further information**

Clause 48 allows the council to serve a notice requiring further information in relation to overcrowding. The information requested may be, among other things, the number of people sleeping within the HMO, the names of those individuals, the number of households to which they belong and the rooms used by the individuals and households respectively. This information may be used to determine whether an overcrowding notice has been breached, but may not be used in criminal proceedings against the person providing the information.

The Council notes the provisions within this clause.

### **Clause 49: Information notice: supplementary provisions**

Clause 49 provides that a person commits an offence if they fail to provide information requested by an information notice or if they provide false or misleading information.

The Council would welcome guidance on the term misleading.

## **CHAPTER 2: SUITABILITY FOR NUMBERS IN OCCUPATION**

### **Clause 50: Suitability notice**

This clause makes arrangements about HMO suitability notices. Such a notice can be served in relation to any HMO which the local authority considers is not reasonably fit for occupation by the number of persons occupying it.

The Council would ask for guidance required for 50 (3) (b) where falls short of building regulations. Guidance under what circumstances one would evoke such a notice, for example under circumstances where been changes to a property after the licence was issued.

### **Clause 51: Contents of suitability notice**

Clause 51 directs that a suitability notice must specify what the council considers to be the maximum number of persons by whom the HMO is suitable to be occupied. A suitability notice must contain either the general occupancy requirement or the new residents' occupancy requirement. It may also contain a statement of remedial work.

The Council would ask for guidance in relation to this clause.

### **Clause 52: Occupancy requirements**

Clause 52 sets out that the general occupancy requirement is that the person on whom the notice is served must refrain from permitting more than the maximum number of persons to occupy the HMO. As with the similar requirement in an overcrowding notice, this can have the effect of requiring the owner to reduce the occupancy of the house immediately – for example, by terminating a tenancy. The new residents' occupancy requirement is that the person on whom the notice is served must refrain from permitting any new resident to occupy the HMO if that person's occupation results in the HMO being occupied by more than the maximum number of persons. This can be used where the council considers that, although the accommodation is unsuitable for its current number of occupants, the balance lies in favour of letting the current situation remain (rather than requiring the immediate departure of one or more residents).

The Council notes the provisions within this clause.

### **Clause 53: Statement of remedial work**

Clause 53 sets out that a statement of remedial work is a statement of work which the owner of the HMO may undertake and which, if done, will lead to the lifting of the suitability notice. Although the owner is not required to carry out the work, they can choose to do so as an alternative to having the restriction on occupancy imposed by the suitability notice.

The Council would welcome clarity as to the rationale as to why a notice may not state any fire safety measures.

## **CHAPTER 3: HAZARDS**

### **Clause 54: Definition of a hazard**



Clause 54 defines that a hazard in an HMO is something that constitutes a risk of harm to the health or safety of an actual or potential occupier. The risk may arise from a deficiency in the accommodation forming the HMO, any building or land the accommodation forms part of, or any building or land in the vicinity of that accommodation.

The Council welcomes the inclusion of common parts within this definition.

### **Clause 55: Hazard notice**

This clause makes arrangements about hazard notices. Such a notice can be served where a council is satisfied that a hazard exists in relation to an HMO. There is also provision for this notice to be treated as an “emergency hazard notice” that can come into operation immediately where there is an imminent risk to any of the occupiers of the HMO.

The Council welcomes the inclusion of common parts within this definition.

### **Clause 56: Contents of hazard notice: prohibitions**

A hazard notice may impose prohibitions on the use of any premises as the council considers appropriate in view of the hazard(s) to which the notice relates. Where the hazard affects a flat, the prohibition may cover the use of any part of the building containing the flat or any external common parts. A prohibition may include a requirement to obtain the approval of the council for the use of the property in particular ways.

The Council would request guidance on use and content.

### **Clause 57: Contents of hazard notice: other matters**

A hazard notice must specify in relation to each hazard: the nature of the hazard; the HMO in which it exists; the deficiency giving rise to the hazard; and the date on which the notice is made.

The Council would think that there is a need the same level of detail in clause 57 as per 56. It is the view of council that it is most likely that repairs are required in the common parts rather than prohibitions, thus covering owner occupiers also, however the same level of detail is absent from clause 57.

### **Clause 58: Works requirement**

A hazard notice may also contain a works requirement. Clause 58 sets out that a works requirement is that an owner carry out work in order to remove the hazard. The work must be specified in the notice and can be anything which the council regards as appropriate for removing the hazard. If the work is done, the hazard notice must be lifted.

The Council would welcome clarity as to the absence of fire safety measures again,

The Council welcomes the option of carrying out works in default as stated in Schedule 3 but Management Orders would be a better solution to situations where the landlord is not in a position to carry out urgent works to a HMO. These orders could be delivered by the NIHE or Housing Associations.

### **Clause 59: Approvals as to the use of premises**

This clause states that any approval of the council with regards to a prohibition placed on a property must not be unreasonably withheld and that the owner may appeal to a magistrates' court against a refusal to give approval.

The Council notes the provisions within this clause.

## **CHAPTER 4: FURTHER PROVISIONS ABOUT NOTICES UNDER THIS PART**

### **Clause 60: Offences**

This clause sets out the key criminal offences regarding notices under Part 4 of the Bill. These relate to failure to comply with requirements set out in a notice.

The Council welcomes the use of FPN in respect of these offences however it is concerned that fines are currently being issued at levels significantly lower than the fixed penalty level. This matter must be addressed in order to assist Council in discharging their enforcement duties.

### **Clause 61: Further provisions**

Clause 61 introduces Schedule 5, which makes further provisions about notices under this Part.

The Council notes the provisions within this clause.

## **PART 5: SUPPLEMENTARY**

### **Clause 62: HMO register**

Clause 62 requires each council to keep an HMO register containing details of each application for an HMO licence, the decision made on the application and subsequent progress of the licence. The register is to be publicly available, but the council must exclude any information that it considers could put any person or premises at risk.

The Council has a view that having 2 registers in the private rented sector is confusing for both the public and landlords. One single register should cover both sectors and would reduce bureaucracy and administrative costs. The Council would also prefer a nominated office instead of Head Office.

### **Clause 63: Code of practice**

This clause creates a power for the Department to make regulations approving a code of practice laying down standards of conduct and practice to be followed with regard to the management of houses in multiple occupation.

The Council welcomes the provision of a code of practice.

### **Clause 64: Fixed penalty: service of notice**

Clauses 64 to 66 provide for fixed penalty notices to be issued, instead of criminal proceedings. Clause 64 allows an authorised officer of the council, who has reason to believe that an offence has been committed, to serve a fixed penalty notice. The notice must set out the offence which is alleged to have been committed, and state the amount of the fixed penalty.

The Council welcomes the provision to issue a FPN, however where non-payment of FPN and courts issue a lower fine than FPN, particularly where FPN sum can be high. Note there is an ability to provide discounted period and clarification should be provided. Experience shows discounted increases likelihood of payment.

### **Clause 65: Fixed penalty: effect of notice**

Where a fixed penalty notice is served on a person in respect of an offence, no criminal proceedings may be commenced against the person for the offence before the time specified in the notice has elapsed. The person may not be convicted of the offence if the person pays the fixed penalty notice.

The Council welcomes the ring fencing of FPN income.

### **Clause 66: Fixed penalty: power to alter amounts**

Clause 66 allows for the Department for Social Development to alter the amounts of fixed penalty notices.

The Council notes the provision in this clause.

### **Clause 67: Appeals**

Clause 67 lists the decisions against which an appeal may be made. Any person on whom the council is required to serve notice of a decision has the right to appeal against the decision to the county court. They must do so within 28 days (or within 7 days of receiving notice of the decision, if later), although the county court may decide to hear a late appeal if there are special circumstances.

The Council notes the provision in this clause.

### **Clause 68: Council's statement of reasons for decisions which may be appealed**

This Clause specifies that when any decision to which Clause 67 applies is made, then the council must include a statement informing the person (a) that they may request an explanation of the council's reason for the decision and (b) of the right to the appeal of this decision under Clause 67. Where a statement of reasons is requested, the council must supply that statement within time for the person to be able to appeal the decision. This right to a separate statement of reasons does not apply where the reasons for the decision are included in the original notice of the decision.

The Council would welcome guidance particularly in relation to template responses.

### **Clause 69: Powers of court on appeal**

An appeal under Clause 67 is to be by way of re-hearing, but may be determined taking into account matters of which the council were not originally aware. The county court may confirm, vary or quash the decision of the council, or may remit it back to the council for reconsideration.

The Council notes the provisions in this clause.

### **Clause 70: Powers to require information and documentation: introductory**

The powers conferred on the council by Clause 71, 72 and 73 are for the purpose of enabling the council to exercise any function on it conferred by this Bill and/or investigating whether any offence has been committed under this Bill.

The Council notes the provisions in this clause.

### **Clause 71: Power to obtain information from persons connected to the premises**

This clause allows a council to serve notice on certain persons (defined as "relevant persons") to provide them in writing with details such as: the nature of the person's estate in the premises, the name and address of any other person known to them to have an estate in the premises, any other information which the council may reasonably require and may be known to the person. The notice may also require the person to disclose the relationship between themselves and any other occupiers for the purpose of establishing households and whether the premises are, or contain, an HMO. "Relevant persons" include licence holders, owners, occupiers and agents in relation to premises.

The Council welcomes this provision however in certain circumstances the council may require information before specified 21 days and would welcome this additional provision.

### **Clause 72: Power to require persons connected with the premises to produce documents**

This clause allows the council to serve a notice on a “relevant person” (which has the same meaning as in clause 71) requiring the person to produce documents which the council requires and believes are in the person’s custody or control.

The Council notes the provisions in this clause.

### **Clause 73: Power to obtain information from other persons**

This clause outlines that the council may require a “relevant person” to provide the council, in writing, any “relevant information” under that person’s custody or control. The clause then goes on to list those considered as “relevant persons” for this purpose (which are different from those for purposes of clauses 71 and 72) e.g. NIHE, educational institutions, estate agents, etc. The clause also sets out what is considered “relevant information” e.g. information which indicates a building or part of a building may be an HMO.

The Council would request the inclusion of PSNI, NIFRS, Health and Social Care Trusts as a relevant person.

### **Clause 74: Failure to comply with notice under Clause 71, 72 or 73**

A person commits an offence if they refuse or fail to provide information or a document requested under Clauses 71, 72 or 73 and does not have a reasonable excuse for that failure, or if they supply false information or falsify a document.

The Council notes the provisions in this clause.

### **Clause 75: Unauthorised disclosure of information obtained under Clause 73**

An employee of the council commits an offence if they disclose, without lawful authority, any information which the council has obtained under clause 73 and the employee has acquired through their employment and which relates to accommodation that is, or is believed to be, an HMO. This helps to protect the confidentiality of information obtained from other public authorities under that clause, which may have originally been obtained under statutory powers and for other purposes.

The Council notes the provisions in this clause.

### **Clause 76: Court to inform council of convictions**

This clause applies where a court convicts a person of any offence under this Bill, with the exception of an offence under Clause 75. It requires the clerk of the court to send to the council details of the conviction and sentence and a note of any revocation or disqualification order made by the court in consequence of the conviction.

The Council notes the provisions in this clause.

### **Clause 77: Powers of entry: without warrant**

This clause applies where a council considers that an examination of any living accommodation is required to allow them to establish: whether it is an HMO; whether to grant, vary or revoke a licence or whether any other function under this Bill should be exercised. A person, authorised in writing by the council, may carry out the examination at a reasonable time and must give at least 24 hours notice to the owner and occupiers of the accommodation if practicable. The person may not use force in the exercise of the power conferred by this Clause.

The Council would highlight that under 77(3) specified 24 hours' notice at the initial application, it is not practical to give 24 hours notice where there is reasonable grounds to suspect non-compliance; there should be power of entry at reasonable times.

### **Clause 78: Powers of entry: with warrant**

A lay magistrate may issue a warrant under this clause authorising a person named in the warrant to enter and search the premises specified in the warrant. The warrant may only be issued if two conditions are satisfied:

- 1) A person acting on behalf of the council, reasonably requires to enter or search the premises to establish whether an offence has been committed, a requirement imposed by a notice has been or is being complied with or any of the matters mention in Clause 77(1) (a), (b) & (c) (that is, whether living accommodation is an HMO, whether to grant, vary or revoke a licence, or whether to exercise any function under the Bill).
- 2) The premises are unoccupied or temporarily vacant, or applying to the owners or occupiers for entry would defeat the purpose of the entry or the search, or entry has already been sought under Clause 77 but has been refused.

The clause sets out a number of safeguards governing the issue and execution of warrants.

The Council would highlight that in: 78 (1) lay magistrate and 78 (2) magistrate are mentioned. Is this an intentional difference and if so clarity would be required?

Also the Council would like to highlight that a warrant under these provisions has only 1 month validation, whereas it is 3 months in other Council functions.

### **Clause 79: Powers of entry: supplementary provisions**

This clause outlines the additional provisions associated with entering premises under Clause 77 or 78, including an offence of obstructing the execution of a warrant. The Council notes the provisions within this clause.

### **Clause 80: Application by owner where consent withheld**

This clause makes provision for a court of summary jurisdiction to grant the necessary consent to take action where that consent has been unreasonably withheld by a person involved with the property.

The Council notes the provisions within this clause.

### **Clause 81: Obstructions**

This clause makes provision for where any person required, authorised or entitled to carry out work for, required by, or on behalf of the council is obstructed in carrying out that work. A court of summary jurisdiction may, upon application, order an individual to allow the authorised person to carry out the action in question. Any person failing to comply with this order is guilty of an offence.

The Council notes the provisions within this clause.

### **Clause 82: Effect of moving from accommodation for works to be carried out**

This clause outlines that where a person vacates a premises for the purposes of allowing works to be carried out as required by any notice under the Bill, or a statement of remedial work, their tenancy or other occupancy arrangement is unaffected and is taken to not have been terminated, altered or varied. When the person regains lawful occupation they do so under the same terms.

The Council welcomes and notes the protection afforded to the tenant.

### **Clause 83: HMOs occupied in breach of Act**

This clause confirms that notwithstanding any common law rule that unlawful contracts are not enforceable, a tenancy or licence in respect of an HMO remains enforceable, even if the landlord is required to obtain a licence under Part 2 of the Act but fails to do so.

The Council would seek clarification on the intention of this clause in relation to the payment of rents.

### **Clause 84: Fees**

This clause confers power to make regulations concerning fees, including the maximum amounts to be charged, how fees are to be calculated, and circumstances in which no fee is to be payable or in which fees are to be refunded.

The Council notes the making of regulations. It is councils view fee must be on a cost recovery basis as stipulated in 84 (3).

### **Clause 85: Guidance**

A council must have regard to guidance issued by the Department about the exercise of its HMO licensing functions.

The Council would welcome the provision of comprehensive guidance.

### **Clause 86: Regulations and orders**

This clause confers a power to make consequential and supplementary provision by regulations. It lists the regulations contained within the Bill that are subject to draft affirmative resolution. Regulations which are not listed in the clause are subject to negative resolution. The clause also lists the bodies the Department must consult with when making certain regulations.

The Council notes the provisions within this clause.

### **Clause 87: General notices**

This clause directs that any “general notices” issued by a council under the Bill must be given in writing and published in such manner as the council considers appropriate.

The Council notes the provisions within this clause.

### **Clause 88: Interpretation**

This clause defines a number of terms used throughout the Bill.

The Council notes the provisions within this clause.

### **Clause 89: Consequential amendments and repeals**

This clause gives effect to the consequential amendments and repeals set out in Schedules 7 and 8 to the Bill.

The Council notes the provisions within this clause.

### **Clause 90: Commencement**

Clause 90 enables the Department to make provision by order as to the day or days when the provisions of this Bill, excluding Clause 84 to 86, 90 and 91, come into operation. The listed clauses will come into operation upon receiving Royal Assent.

The Council notes the provisions within this clause.

### **Clause 91: Short title**

Clause 91 provides that the Act shall be known as the Houses in Multiple Occupation Act (Northern Ireland) 2015.

The Council notes the provisions within this clause.

## **SCHEDULES:**



**Schedule 1: Buildings or parts of buildings which are not houses in multiple occupation**

**Schedule 1 contains the detail about the buildings, or parts of buildings that are not classed as HMOs for the purposes of this Bill.**

The Council would re-state its comments regarding its concerns over the exemption of religious communities, Housing Associations, educational establishments and, building occupied by owners.

**Schedule 2: Applications for HMO licences: requirements and procedure Schedule 2 contains the detail about the procedure for the consideration of an application for an HMO licence.**

The Council notes the provisions within this clause.

**Schedule 3: Further provision about notices that require works to be carried Schedule 3 contains the detail about the provisions relating to notices requiring works to be carried out.**

**Part 1: Provision applying to all notices that specify works**

**Part 2: Failure to carry out works required by rectification notice or hazard notice**

The Council notes the provisions within this clause.

**Schedule 4: Variation and revocation of HMO licences: procedure Schedule 4 contains the detail about how and why a council may go about varying or revoking an HMO licence.**

The Council notes the provisions within this clause.

**Schedule 5: Part 4 notices: further provisions Schedule 5 contains the detail about the serving and operation of Part 4 notices.**

**Part 1: Service and date of effect of notices**

**Part 2: Suspension of effect of notices**

**Part 3: Variation and revocation**

The Council notes the provisions within this clause.

**Schedule 6: Definitions for the purpose of Clause 73 Schedule 6 contains definitions of terms used in Clause 73 of the Bill.**

The Council notes the provisions within this clause.

**Schedule 7: Consequential amendments This Schedule contains the detail of the consequential amendments resulting from the introduction of this Bill.**

The Council notes the provisions within this clause.

**Schedule 8: Repeals This Schedule contains the detail of the repeals resulting from the introduction of this Bill.**

The Council notes the provisions within this clause.

# SERVICE LEVEL AGREEMENT BETWEEN

MID AND EAST ANTRIM BOROUGH  
COUNCIL

AND

ANTRIM & NEWTOWNABBEY  
BOROUGH COUNCIL,

CAUSEWAY COAST & GLENS  
BOROUGH COUNCIL, AND

MID ULSTER DISTRICT COUNCIL

2015

## **BACKGROUND:**

Following the cessation of Northern Group Systems (Environmental Health) the Chief Executives agreed that the specialist environmental protection services provided by Dr Chris Jordan (Specialist Environmental Health Officer) should transfer into Mid and East Antrim Borough Council on the understanding that a shared services model would be put in place between the relevant parties/stakeholders. Consultation with the individual councils involved (Antrim & Newtownabbey, Causeway Coast & Glens and Mid Ulster) has resulted in agreement in principle being reached on the nature and scope of the shared specialist services to be delivered and the corresponding financial arrangements across the four councils, as set out in this document.

## **1.0 PERIOD**

The Agreement shall take effect from 01 April 2015 and shall remain in force unless, further to review by the Chief Executives, the provision of a shared service is no longer deemed necessary.

## **2.0 REVIEW OF SERVICE LEVEL AGREEMENT**

- 2.1 Stakeholders shall jointly review the Agreement on an annual basis. See 7.1
- 2.2 The review process will be initiated and facilitated by the Head of Regulatory Services, Mid and East Antrim Borough Council (hereafter MEA), 3 months prior to the end of the financial year.
- 2.3 Stakeholders may at any time propose revisions of the Agreement. However the Head of Regulatory Services (MEA) shall assess what impact any such revision may have and consult upon same, prior to agreeing to any reasonable alteration out with the review process.
- 2.4 It is acknowledged within this Agreement that there is a need for flexibility within the model to allow for reprioritisation of service delivery at short notice, albeit that this should not impact significantly on the agreed level of service to be delivered to each stakeholder on an annual basis.

### 3.0 SCOPE AND LEVEL OF SERVICE DELIVERED

3.1 The Head of Regulatory Services (MEA) is responsible for ensuring services are delivered as per this Agreement and reported on as detailed in section 7.

3.2 The services covered by this Agreement would include :

- Planning consultation responses; including determining need for environmental impact assessments, reviewing environmental impact assessments, preparation of rebuttal evidence, drafting of suitable conditions, representation at Committee, Planning Appeals and Judicial Reviews
- Planning policy development; assist in the development of local planning policies ensuring that environmental health aims and objectives are appropriately represented and given meaningful weight, representation at Committee and Judicial Reviews
- Nuisance Investigations; including interpretation of legislation and case law, evidence gathering, drafting and serving of enforcement notices, evidence gathering, preparation and provision of evidence in court.
- Pollution Prevention and Control; including surveying district, determining need for permit, drafting permit conditions, inspections, enforcement and defending position.
- Licensing, entertainment & petroleum; assist in drafting licence, inspections, enforcement and defending position.
- Peer review of council investigations; assist with the peer review of council officer's planning consultation responses or investigations to inform internal complaint investigations.
- Capacity Building; mentoring of new staff, production of competency frameworks for the development of professional and technical officers, provision of seminars, courses, workshops on environmental protection matters, one-to-one training
- Expert Witness at Planning Appeals, Criminal and Civil Courts, providing expertise in statutory nuisance investigations and environmental impact assessments.
- Preparation of consultation responses and liaison with central government departments, professional and trade bodies to influence, maintain and further environmental protection aims. Interpret, evaluate and prepare reports on proposed or existing legislation, public consultations, codes or practices, standards and guidelines.
- Undertake research into emerging environmental protection matters to inform decisions and direction
- Out of hours working; concerts, night-time nuisance investigations, background noise level surveys etc.
- One off surveys and investigations as and when required (e.g. fall from quarry faces)
- Prompt response to urgent queries
- Operation, demonstration, calibration and maintenance of specialist shared equipment. Identification and assessment of other specialist equipment and preparation of reports on same.

- Undertake other related duties within the necessary skills and competences of a specialist EHO (e.g. noise at work assessments)

#### **4.0 OPERATING AND FINANCIAL PROCEDURES**

- 4.1 Each Council is responsible for nominating a single point of contact to liaise with the post holder for the purposes of making, and where necessary, reprioritising service requests.
- 4.2 Each Council shall provide at least two working weeks' notice of the specifics of the service they require, to facilitate work planning and to ensure delivery by agreed timeframes. This is particularly critical for planning consultation work in order to meeting statutory time frames.
- 4.3 If or any reason, it is not possible to facilitate a request by a council, a report shall be prepared for the Head of Regulatory Services (MEA) giving the explanation for same.
- 4.4 All reasonable steps will be taken to undertake priority work at short notice but Mid and East Antrim reserves the right to make the final decision in respect of which work takes priority in periods when demand is high, and the Head of Regulatory Services (MEA) will be responsible for making and reporting the final decision should the need arise.
- 4.5 Councils may make use of monitoring equipment in conjunction with the service, and this Agreement will only cover the maintenance and calibration of the existing equipment inventory in Appendix 1, albeit that the equipment inventory shall form part of the annual review process.
- 4.6 The training and development needs of the shared post will be assessed and managed by Mid and East Antrim subject to agreement with all stakeholders.
- 4.7 The four councils have agreed to operate the shared service model on an equal split basis, with each contributing 25% to the costs.
- 4.8 In conjunction with the review process as outlined in Section 2, Mid and East Antrim Borough Council shall provide an estimated annual bill to facilitate the annual budget process.
- 4.9 Mid and East Antrim Borough Council will issue invoices on a quarterly basis and councils will be responsible for prompt payment.

## **5.0 AUTHORISATION**

Each Council shall authorise the specialist officer to undertake work on their behalf under all relevant legislation.

## **6.0 HEALTH & SAFETY**

6.1 Health and Safety of staff employed by Mid and East Antrim Borough Council is the responsibility of Mid and East Antrim Borough Council.

6.2 Mid and East Antrim Borough Council employees must adhere to the Health & Safety requirements of their employer council. This includes adherence to health and safety requirements specific to council offices as well as in the delivery of services external to council offices such as lone working and site specific requirements.

## **7.0 PERFORMANCE REVIEW AND REPORTING**

7.1 The Head of Regulatory Services (MEA) shall facilitate joint performance reviews with all stakeholders on a six monthly basis, providing such reports as required to inform the process.

7.2 The Head of Regulatory Services (MEA) shall ensure that necessary action as agreed is taken to maintain a high level of service delivery.

SIGNED ON BEHALF OF  
MID AND EAST ANTRIM BOROUGH COUNCIL

\_\_\_\_\_ DATE:  
Chief Executive

SIGNED ON BEHALF OF ANTRIM & NEWTOWNABBEY BOROUGH  
COUNCIL

\_\_\_\_\_ DATE:  
Chief Executive

SIGNED ON BEHALF OF CAUSEWAY COAST & GLENS BOROUGH  
COUNCIL

\_\_\_\_\_ DATE:  
Chief Executive

SIGNED ON BEHALF OF MID USTER DISTRICT COUNCIL

\_\_\_\_\_ DATE:  
Chief Executive



**APPENDIX 1****EQUIPMENT INVENTORY FOR SHARED ENVIRONMENTAL  
PROTECTION SERVICE (as of 01.04.15)**

<b>Equipment</b>
Light Meter
Drager Multi Gas Analyser
Radiation Monitoring Equipment
Met Mast
Bruel and Kjaer 2250 Sound Level Meter
Bruel and Kjaer 2238 Sound Level Meter
Bruel and Kjaer 4231 Calibrator
Cadna Noise Modelling Software
GIS Historic Mapping

**Memorandum of Understanding**  
**of**  
**Partnering Arrangements**  
**between**  
**DRD Transport NI and Borough Councils**  
**for**  
**Clearing Busy Town Centre Footways and Pedestrian Areas of Snow and Ice.**

**Introduction**

1. The purpose of this Memorandum of Understanding (MOU) is to set out the basis of partnering arrangements between TransportNI and Councils for the treatment of snow and ice from busy town centre footways during prolonged periods of wintry weather. It is anticipated that footways will generally only be considered for treatment after significant snow or ice events although there may be occasions when footways could be pre-treated if freezing is forecast following heavy rain.
2. It is appreciated that neither TransportNI nor Councils have a statutory obligation to salt footways and are not resourced for this work but under this MOU footway clearance and salt/grit spreading may be undertaken by TransportNI and/or Council staff, depending on resources available at the time.
3. This MOU sets out a broad framework of key principles agreed by the Department for Regional Development (DRD), the Northern Ireland Local Government Association (NILGA) and the Society of Local Authority Chief Executives (SOLACE) to be put forward for consideration and agreement by individual local councils.
4. It is anticipated that these key principles will be specifically tailored at local level, to take account of council preferences/restraints. For example should existing local arrangements between TransportNI Section Offices and local councils be deemed appropriate by all parties, these arrangements can be retained, subject to agreement and to a schedule of work being agreed by all.

**Objectives**

5. The objectives of the Memorandum of Understanding are to:
  - Provide an agreed framework which local offices can build on to formalise the level of service to be provided by each organisation in those areas;
  - Define each organisation's duties and obligations in delivering this service;
  - Establish a schedule of footways to be treated in the event of prolonged periods of wintry weather;
  - Promote an efficient and co-operative working relationship between both organisations.

### **The Role and Commitments of TransportNI**

6. TransportNI shall lead consultation, ultimately to be agreed by individual councils, on a schedule of main village/ town/ city centre footways to be treated. This is attached as **Appendix 1**.
7. TransportNI shall lead consultation, ultimately to be agreed by individual councils, when a salting operation should be carried out, on the basis of conditions, weather information and the availability of resources. The rationale supporting this decision making process should be developed locally.
8. TransportNI will provide Councils with salt, or a salt/grit mix, free of charge to treat those footways on the schedule, when required. TransportNI shall confirm the availability of and determine the release of salt or salt/grit mix required; and such availability and its release will be subject to TransportNI resources and it being required by local councils.
9. TransportNI will extend the indemnity being offered to Councils and their authorised agents, as defined in paragraph 14 of this MOU.
10. TransportNI will offer your council an annual service fee of **£2300.77**, to help with the administration of this service. This service fee is in accordance with the Service Fee scale currently in force.

### **The Role and Commitments of Councils**

11. During extreme conditions following heavy snowfalls or prolonged freezing council staff may assist the Department with footway clearance and salt/grit spreading on an agreed schedule of footways depending on resource availability at the time.
12. The Council will nominate a representative to be responsible for the council's contribution to the treatment of snow and ice from busy town centre footways during prolonged periods of wintry weather and to attempt to resolve any difficulties or problems that may arise.
13. Councils will assist TransportNI in developing a rationale for when a salting operation should be carried out, on the basis of conditions, weather information and the availability of resources etc.
14. The Council may delegate their responsibilities under this Memorandum in whole or in part to businesses, trading organisations, and community groups ("authorised Council Agents") within their council areas, which are willing to undertake this work. The Council shall be responsible for coordinating and supervising the work of their authorised Council Agents.
15. The Council will work in close liaison with the Department's TransportNI Section Engineer's staff in order to maximise efforts and co-ordinate the deployment of the Department's TransportNI and the Council's workforce, which may comprise both the employees and contractors of the Council, their Trading Organisation Agents and community groups.
16. The Council shall provide sufficient supervisory staff for the personnel employed to carry out the work. Personnel employed to carry include the servants and employees and contractors of the Council and the authorised Council Agents.

### **Legislation**

17. Article 8 of the Roads (Northern Ireland) Order 1993 ("the Roads Order") of the Roads Order imposes a statutory duty to maintain roads (including footways) adopted for maintenance by the Department. While TransportNI has no statutory obligation to salt roads Article 9 of the Roads Order provides the Department with the legal right to exercise a discretionary power to take such steps as it

considers reasonable and practicable to prevent snow and ice interfering with the safe passage of persons or vehicles using a road.

18. For that purpose it may also enter into agency arrangements with any persons for the treatment of roads affected by snow and ice.
19. The Council is empowered by Sections 104 and 105 of the Local Government Act (NI) 1972 to exercise functions on behalf of and to enter into arrangements with a government department for the supply of services.
20. Under these arrangements TransportNI is prepared to offer Councils the same range of defences that are available to the Department. This indemnity will include groups of traders or community groups operating on the Councils behalf.
21. This means that Councils that enjoy discretionary delegated powers can run the same defences as are available to TransportNI. Councils shall indemnify TransportNI against any claims made against TransportNI arising from allegations of negligence or fault on the part of the Council, their staff, contractors or authorised Council Agents in carrying out work under this MOU.

**Terms and Conditions of the Memorandum.**

22. The Memorandum shall commence on 1<sup>st</sup> October 2015 and will remain in force for a maximum period of 3 years. It replaces any previous winter service agreements between TransportNI and the Council.
23. Either DRD TransportNI or the Council may seek amendments to the Memorandum at any time.
24. Subject to the consent of both DRD TransportNI and the Council, the Memorandum may be extended at one year intervals.
25. The Memorandum may be terminated by either party with 6 months written notice.

26. The effectiveness of these arrangements will be reviewed in April of each year. Further analysis of actual costs to carry out this work in order to advocate the finances necessary to undertake this work will also be undertaken in April of each year.

**The Signatories**

Both organisations signify below their acceptance of the Memorandum on the terms and conditions set out

Signed on behalf of Causeway Coast and Glens Borough Council. Signed on behalf of DRD TransportNI.

-----

Date:

Date:

**APPENDIX ONE**

**FOOTWAYS AND PEDESTRIAN AREA**

**ICE AND SNOW CLEARANCE – PRIORITY 1 / PRIORITY 2**

<b>ROAD</b>	<b>EXTENT</b>	<b>OTHER COMMENTS</b>

**Appendix One lists the footways to be treated in priority order**

# Causeway Coast and Glens Borough Council

## STREET NAMING AND PROPERTY NUMBERING POLICY AND PROCEDURES

Adopted by Council	<i>(March, 2015)</i>	
Revised & Amended	<i>(21<sup>st</sup> May, 2015)</i>	<i>(Nicky Matthews Martin McCook,)</i>
Adopted by Council	<i>(June, 2015)</i>	
Revised & Amended	<i>(19<sup>th</sup> August, 2015)</i>	<i>(Martin McCook)</i>
Adopted by Council		
Revised & Amended	<i>(16<sup>th</sup> September, 2015)</i>	<i>(Martin McCook)</i>



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## **1.0 INTRODUCTION**

- 1.1** The primary purpose of this local authority function is to provide Causeway Coast and Glens Borough Council with adequate street naming and numbering of buildings to help way-finding by the inhabitants, visitors and people who work in the area and to assist the easy identification of premises by emergency services, postal services and utility providers.
- 1.2** Responsibility for delivery of the service rest with the Health and Built Environment Department within the Environmental Services Directorate, where there is daily contact with local residences as well as developers.
- 1.3** In undertaking these functions the primary consideration for Causeway Coast and Glens Borough Council is public safety, ensuring that street names are not duplicated and that streets and properties are named and numbered to facilitate easy identification in the event of an emergency

## 2.0 POLICY STATEMENT

2.1 The Local Government (Miscellaneous Provisions) (NI) Order 1995 affords Council discretion to approve numbers, name streets and provide street signage including street names expressed in languages other than English.

2.2 Causeway Coast and Glens Borough Council will endeavour to exercise these discretionary powers in a fair and equitable manner to the reasonable satisfaction of all stakeholders. The needs and requests of all members of the community will be taken into account in accordance with Causeway Coast and Glens Borough Councils statutory duties and responsibilities under the following legislation:-

- The Local Government (Miscellaneous Provisions) (NI) Order 1995;
- Section 75 of the Northern Ireland Act; and,
- European Charter For Regional or Minority Languages.

This policy is primarily to ensure Causeway Coast and Glens Borough Council carries out its statutory role under the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1995. The policy indicates how Causeway Coast and Glens Borough Council will actively introduce procedures for carrying out street naming and property numbering as well as dealing with dual naming street naming all in accordance with the above Order.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Mayor  
Causeway Coast and Glens Borough Council

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Executive,  
Causeway Coast and Glens Borough Council

### **3.0 SERVICE DELIVERY**

- 3.1** An ability to readily identify properties and being confident that buildings are properly numbered and streets are properly named plays a key role in the efficient and effective value for money services provided by Causeway Coast and Glens Borough Council.
- 3.2** A properly administered system for addressing in Causeway Coast and Glens Borough Council is also crucial in enabling the delivery of an equitable property taxation system such as the current system for rating.
- 3.3** The allocation of statutory addresses has an important role in relation to the Government's commitment to improved service delivery through the linking of various organisations' datasets with a common infrastructure based on a definitive list of national addresses. Many service providers require address details before customers can access products.

## 4.0 IMPLEMENTATION PROCEDURES

### 4.1 New Property Procedure - New Developments

4.1.1 On making an application for Building Regulations Approval, the Health and Built Environment Department will advise applicants or agents acting on their behalf whenever their application or development requires an application to approve a name and numbering schedule. This application form (see **Appendix III**) should be accompanied by 2No. copies of a location plan indicating the site locality and 2No. copies of site plan indicating the development layout.

This is particularly relevant for large multi-unit developments to avoid the preparation and distribution of promotional literature which includes names that may not have been approved and may not be acceptable. Consultation for the naming and numbering of new developments will only be necessary with the applicant or their agent, as there will be no other person(s) with a legal responsibility for the dwelling(s) at the time when the street naming application is made.

4.1.2 The applicant, or agent acting on their behalf, is asked to provide a number of alternative name proposals for a new development which should not duplicate or give rise to confusion, with any other names in the locality. Considerable favour will be given by Council to proposed names which can provide a social, historical, geographical or topographical link to the characteristics of the area.

4.1.3 An application for street naming must be made on the prescribed application form as set out in Appendix III, giving a reason for the preferred name and a second and third preference. The application should also be accompanied with 2No. copies of a location map and 2No. copies of a site plan.

- 4.1.4** Following receipt of an application for the naming of a street, the Health and Built Environment Department will consult with the Royal Mail Address Management Unit to check for duplication of any name proposal with existing names within that postal area. If the Royal Mail confirms duplication or has concerns about a name proposed, that name will **not** be considered for approval.
- 4.1.5** On receipt of correspondence from the Royal Mail that they have no objection to the name proposals, (by Email, fax or written confirmation), Causeway Coast and Glens Borough Council (Health and Built Environment Department) will give consideration to the named proposal. It should be noted that the Causeway Coast and Glens Borough Council do not have to accept any named proposal put forward by the applicant and may propose an alternative name of their choosing.
- 4.1.6** Following agreement of the named proposal, Causeway Coast and Glens Borough Council (Health and Built Environment Department) will notify applicants, or agents acting on their behalf.
- 4.1.7** In the event that a name proposal is unacceptable Causeway Coast and Glens Borough Council (Health and Built Environment Department) may either request the applicant to submit a further name or may name the street / development and notify the applicant accordingly.
- 4.1.8** Following agreement of a development name, the Health and Built Environment Department in consultation with the applicant will provide a Postal Numbering Schedule.
- 4.1.9** The Royal Mail Address Management Unit will be asked to provide an official Postcode associated with this new development. Once this information is received the Royal Mail and other relevant agencies and the applicant will all be notified by the Health and Built Environment

Department, of the official Postal Name, Number and Postcode for a new development.

#### **4.2 New Property Procedure - New Individual Properties**

**4.2.1** Where an individual property requires a postal number, the applicant or agent acting on their behalf will be advised at the commencement of the building works that Causeway Coast and Glens Borough Council has the legal responsibility of issuing postal numbers. In considering the individual property number the Health and Built Environment Department will take account of existing postal numbering along the street and will provide a suitable postal number for the individual property that will be numerically sequenced with those existing properties. Written confirmation of the new Postal Number will be provided to the Royal Mail and other relevant agencies such as the Pointer Group and then to the individual concerned.

**4.2.2** The letter to the individual indicating the new Postal Number will also contain a telephone number to activate the new Postal Number on the Royal Mail system to ensure deliveries can commence to the individual property.

#### **4.3 Renaming or Re-numbering Procedure**

**4.3.1** There are occasions where existing naming and numbering is found to be unsatisfactory and changes need to be made. Complaints may come from various sources and all will be properly investigated before deciding on a course of action. Causeway Coast and Glens Borough Council (Health and Built Environment Department) may with the consent of two thirds in number of residents aged over 18 and identified on the electoral register, in any street, plus the owners or tenants in actual possession of commercial premises, but not

employees in such premises, consider a request to alter the name of such a street.

**4.3.2** If it is decided that renaming or re-numbering maybe necessary, the Royal Mail, and other relevant agencies will be consulted and proposals agreed.

**4.3.3** Observations from all persons affected by a renaming or renumbering proposal are then sought. This shall be by writing to the affected occupiers or where this is not possible by notification in the press and the erection of public notices.

**4.3.4** Following the expiry of 28 days, a decision will be made by Causeway Coast and Glens Borough Council (Health and Built Environment Department), taking into account objections and other observations received.

#### **4.4 Replacement of Street Name Plates**

**4.4.1** Causeway Coast and Glens Borough Council may at its sole discretion decide to replace street name plates that have been removed or defaced.

**4.4.2** Where Causeway Coast and Glens Borough Council decides to replace a name plate, Causeway Coast and Glens Borough Council (Health and Built Environment Department) shall initiate proceedings to recover costs from the culprits where such culprits can be clearly identified.

**4.4.3** Where Causeway Coast and Glens Borough Council decides to replace a name plate, the name shall be spelled out exactly as before.



**4.4.4** Name plates missing or defaced from Housing Executive properties or streets comprising 50% or more Housing Executive properties shall in the first instance be referred to the Housing Executive for replacement.

#### **4.5 Numbering of Properties**

**4.5.1** Where Causeway Coast and Glens Borough Council has approved a street name and erected a street nameplate, the occupier of each premise in the street must number the premises with the number approved by Causeway Coast and Glens Borough Council (Health and Built Environment Department).

**4.5.2** Occupiers of premises in a street should ensure that numbers displayed are easily identified and read.

**4.5.3** The name of an individual property has no standing; the property will be identified only by its number and the street in which it is situated.

### **5.0 Dual Language Street Signs**

#### **5.1 Introduction**

The legislation requires Causeway Coast and Glens Borough Council, in deciding whether and how to exercise its discretion to erect a street name in a language other than English, to take account of the views of the occupiers of premises in the street.

For the purposes of this policy occupiers shall be taken to be any person aged over 18 and whose name appears in the current Electoral register plus the owners or tenants in actual possession of commercial premises, but not employees in such premises.

These policy proposals are designed to promote consistent and reasonable responses and due consideration must be given to the particular circumstances of each application.

The non-English name of a street will not form part of the description of land or address of any person in accordance with the 1995 Order.

## 5.2 Procedure

The procedures for seeking and assessing the views of occupiers and the criteria to be applied in deciding whether to erect a street sign in a language other than English are as follows:

- i) Only applications supported by a petition representing not less than one third of the people appearing on the Electoral Register of the street for which the application is made will be progressed.
- ii) Where the foregoing requirements have been met Causeway Coast and Glens Borough Council will canvass by post all people aged over 18 and appearing on the present Electoral Register of that street and seek their views on the request to erect a street sign in a second specific language. This letter is designed so as to make the expression of views as simple as possible. Reply will be by way of a pre-paid envelope and should be returned within 28 days of receipt.

A copy of the sample letter is in **Appendix IV**.

- iii) Where two thirds or more of the occupiers appearing on the electoral register have indicated that they are in favour of the erection of a second language street sign, Causeway Coast and Glens Borough Council (Health and Built Environment Department) will give due consideration to the request and determine whether, and how, to exercise its discretion to erect a street name in a language other than

English, taking into account all available information pertaining to the proposal.

- iv) Consideration will be given to 'long streets' where majority opinion on whether to have a second language street sign may differ between readily identifiable, substantial lengths of streets. In these circumstances consideration will be given to the erection of dual language nameplates in those substantial portions of the street where the required two thirds or more of occupiers have expressed a wish for such a nameplate.
- v) When a decision has been taken to erect a street sign in a second language the translation from English to that second language will be carried out by an independent, competent Body such as the Language Department at Queen's University. The second language will not be used to express the name of the street for statutory purposes.
- vi) With regard to the design and placing of the street signs the second language sign shall be located immediately below the English version.
- vii) Where an application to have an existing street name expressed in a second language is not approved, the resident/s making the original request will be notified. Any further applications for naming in a second language will not be considered until the expiry of a 24 month period from the date of refusal as it is thought unlikely that the opinion of the occupants of any street would change to an extent where this result would be overturned in any less a period.

### **5.3 Procedure for removal of a street sign in a language other than English**

- 5.3.1** A situation could arise, for example, where there has been a change in demographics over a period of time, where the presence of a sign in a language other than English is found to be unsatisfactory and changes

need to be made. Complaints may come from various sources and all will be properly investigated before deciding on a course of action. Causeway Coast and Glens Borough Council (Health and Built Environment Department) may with the consent of two thirds in number of residents aged over 18 and identified on the electoral register, in any street, plus the owners or tenants in actual possession of commercial premises, but not employees in such premises, consider a request to remove an existing street sign in a language other than English.

- 5.3.2** Observations from all persons affected by the removal of the particular sign in a language other than English will then be sought. This shall be by writing to the affected occupiers or where this is not possible by notification in the press and the erection of public notices.
- 5.3.3** Following the expiry of 28 days, a decision will be made by Causeway Coast and Glens Borough Council (Health and Built Environment Department), taking into account objections and other observations received.

## **6.0 Enforcement**

- 6.1** On occasion it is necessary to consider enforcement action to ensure the display of official street names and postal numbers. In line with our enforcement policy informal action will in all cases be pursued in an attempt to resolve the matter. If however, persuasion fails to achieve results action will normally be taken under Article 11 of the *Local Government (Miscellaneous Provisions) (NI) Order 1995*.

*(Article 11, paragraph 5) Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1995* provides that:-

“Any person, who obscures, pulls down, defaces any official nameplate or erects in any street a nameplate showing as the name of the street a name different from the official street name or erects in any street any nameplate purporting to show the name of the street, without authorisation of the Council, shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 2 on the standard scale.”

**6.2** In addition the said Order provides that:-

Where the occupier of a house or building fails to ensure that it is marked with the number approved by the council – the Council may serve on him a notice requiring him to comply with the notice within 7 days from the date on which the notice is served.

If that person fails to comply with the notice they shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 2 on the standard scale.

The Council may do anything which he has failed to do and in addition may recover from that person summarily as a civil debt any expenses thereby reasonably incurred.

## **7.0 Finance**

**7.1** As the erection of street signs and registration of postal numbering are statutory functions the Council will not levy a charge in administering these functions. Where an application for written confirmation of Postal Numbering is made, a Numbering Certificate will be issued by the Council.

- 7.2** The existence and condition of street nameplates will be monitored by officers on a regular basis and repair or replacement carried out. Where signage has been subject to vandalism, repairs will be made or replacement signage erected

## **8.0 EVALUATION AND REVIEW OF THE POLICY**

Causeway Coast and Glens Borough Council (Health and Built Environment Department) will review the policy on an annual basis to take account of any general changes that may be required. The Health and Built Environment Department will also review the policy in respect of any legislative changes that have been introduced.

## **9.0 SECTION 75 EQUALITY AND GOOD RELATIONS**

Causeway Coast and Glens Borough Council is fully committed to meeting its obligations in relation to Equality and Good Relations under Section 75 of the Northern Ireland Act. This policy will be screened using Section 75 guidelines and will be subjected to an Equality Impact Assessment if found necessary as a result of the screening process.

## **10.0 CONTACT DETAILS**

Any issues or queries relating to this policy should be addressed to:

The Health and Built Environment Department  
Environmental Services Directorate  
Causeway Coast and Glens Borough Council

**POLICY GUIDELINES**

In the Causeway Coast and Glens Borough Council area, the following policy guidelines have been established and followed over many years:

**(a) Naming Streets and Buildings**

- (i) New street names should not duplicate any similar name already in use in the District or neighbouring Districts. A variation in the terminal word, i.e. 'street', 'road', 'avenue', etc, may not be accepted as sufficient reason to duplicate a name, other than where streets are adjacent or within one development.
- (ii) Subsidiary names (e.g. a row of buildings within an already named road being called '.....Terrace') should not be used.
- (iii) All new street names should end with one of the following suffixes:-

Street		for any road
Road	}	for major roads
Way	}	
Road	}	for residential roads
Avenue	}	
Drive	}	
Grove	}	
Lane	}	
Gardens	}	(subject to there being no confusion with any local open space)
Mews	-	for houses around an open yard or along a laneway
Place	-	for a square with houses
Link	-	for a road linking two roads
Crescent	-	for a crescent shaped road
Close	-	for a cul-de-sac only
Square	-	for a square only
Hill	-	for a hillside road only
Circus	-	for a large roundabout
Terrace	-	for a terrace of houses (provided it is not a subsidiary name)
Court	-	for apartments or houses around an open yard.

The above list is not exhaustive and all decisions on names remain within the authority of the Council.

- (iv) Avoid aesthetically unsuitable names such as Abattoir Road, Tip Lane, or names capable of deliberate misinterpretation.
- (v) The use of North, East, South or West (as in Alfred Road North and Alfred Road South) (or East, West) is only acceptable where the road is continuous and passes over a major junction. It is not acceptable when the road is in two separate parts with no vehicular access between the two. In such a case one half should be completely renamed.
- (vi) Avoid having two phonetically similar names within a postal area and, if possible, within a District, e.g. Churchill Road and Birch Hill Road.
- (vii) The inclusion of secondary names on signage is permitted whereby the secondary name provides useful reference to a place of non commercial public use eg. school, church. The siting of secondary names shall only be by request, with additional costs to be forwarded to the place of referral.
- (viii) Naming of streets with names of persons still alive shall only be allowed where that person has undertaken a deed or act that the Council deems has brought honour to the District.

(b) **The Numbering of Buildings**

- (i) A new street should be numbered with even numbers on one side and odd numbers on the other.
- (ii) Private garages and similar buildings used only for housing vehicles, etc, should not be numbered.
- (iii) Buildings (including those on corner sites) are numbered according to the street in which the main entrance is to be found and the manipulation of numbering in order to secure a 'prestige' address or to avoid an address which is thought to have undesired associations should not be sanctioned.
- (iv) If a building has entrances in more than one street, but is a multi-occupied building and each entrance leads to a separate occupier, then each entrance should be numbered in the appropriate road. Exceptions may be made, depending on the circumstances, for a house divided into flats.
- (v) A **named** building is not under the control of the Legislation and may have more than one number in one street.



- (vii) Postcodes are the responsibility of Royal Mail Address Unit.
- (viii) In residential buildings (e.g. blocks of flats) it is usual to give a street number to each dwelling where the block is up to six storeys in height. When the block exceeds this height or there are not sufficient numbers available because of existing development, it should be given a name and number in the street. The numbering of flats within a named or numbered building is outside the scope of these powers, but developers may be advised that on each floor the numbering should be in a clockwise direction where this is possible, or alternatively to consult the local District Postmaster.
- (ix) When one large old house in a road is demolished and replaced by (say) four smaller houses or in rural situations where all available numbers are taken up it may be necessary to include alpha-numeric references. E.g. 34A, 34B, 34C.

(c) **Renaming or Renumbering Streets and Buildings**

Renaming/renumbering existing streets and buildings is normally only considered when changes occur which give rise (or are likely to give rise) to delivery of similar problems for the occupiers, Post Office, Emergency Services etc. There is no express provision for this under the legislation and thus any such proposal would be carried out in consultation with all parties affected by the changes.

## **RECOMMENDATIONS FOR THE INSTALLATION OF STREET NAME PLATES**

1. Street name plates should be fixed as near as possible to street corners, so as to be easily readable by drivers as well as pedestrians. The name plate should normally be within 3m of the intersection of the kerb lines, but where this is not practicable the distance may be varied up to a maximum of 6m.
2. Street names plates should be mounted so that the lower edge of the plate is approximately 1m above the ground at sites where they are unlikely to be obscured by pedestrians or vehicles and at approximately 2.5m where obscuration is a problem. They should never be lower than 600mm or higher than 3.6m.
3. Name plates should normally be fixed at each street corner. At minor crossroads, particularly in residential areas, one plate on each side of the street positioned on the offside of traffic emerging from the road may be sufficient, except where the road name changes, or where it is thought that paragraph 8 would apply.
4. At T-junctions a main street name plate should be placed directly opposite the traffic approaching from the side road.
5. Where the street name changes at a point other than a cross-road, both names should be displayed at the point of change and many Local Authorities have found it useful to include arrows to indicate clearly to which parts of the street the name refers.
6. On straight lengths of road without intersections, name plates should be repeated at reasonable intervals with priority given to such places as bus and railway stations, and opposite entrances to well frequented sites such as car parks.
7. Where two streets branch off obliquely from a common junction with a third street, plates on fingerpost mountings can be useful, provided they do not obscure any traffic sign.
8. Where it might reasonably be expected, for example at intervals only on straight lengths of road or at intersections or T-junctions, many Local Authorities have found it useful to incorporate, on the name plate, information indicating street numbers on either side of the intersection.
9. Whenever practical, street name plates should be mounted on walls, buildings or other boundary structures at the back edge of the footpath. Post mounting or finger mounting should only be used where normal mounting does not make the plate conspicuous (e.g. where an important

side road has a narrow entrance or in the exceptional circumstances mentioned in paragraph 7 above, or where it will frequently be obscured by pedestrian movement and cannot be mounted at the 2.5m height).

10. The name plates should be so fixed that there is a clear space of at least 300mm in every direction between them and any notices, advertisements or other printed or written matter. Where possible greater clearance should be provided. Care should be taken to keep the view of name plates free from obstruction by trees or other growth.
11. Where possible, name plates should be fixed so that they will be illuminated by light from street lamps, especially at important junctions, provided they remain visible to vehicles on the main carriageway.

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# Causeway Coast and Glens Borough Council

## **STREET NAMING AND PROPERTY NUMBERING POLICY AND PROCEDURES**

### **(Application Form – New Developments)**

I  
(name).....

Of (contact address)  
.....  
.....

Phone Number:  
.....

being the developer of a housing/commercial/housing and commercial\* development

at (development  
location).....  
.....

**DO HEREBY** apply to Causeway Coast and Glens Borough Council for authority to name the street(s) in the said proposed development as follows:-

1. **First Preference:**  
.....

2. **Second Preference:**  
.....

3. **Third Preference:**  
.....

I confirm that I have read and I am familiar with the Street Naming and Property Numbering Policy and Procedures of Causeway Coast and Glens Borough Council (Copy available on the website – [www.causewaycoastandglens.gov.uk](http://www.causewaycoastandglens.gov.uk) – or a hard copy is available on request)

I believe that the street name(s) hereby applied for by me, in order of preference, are in accordance with that policy on the following grounds:

**First Preference (reason for name):**

.....  
.....

**Second Preference (reason for name):**

.....  
.....

**Third Preference (reason for name):**

.....  
.....

I acknowledge the sole right of Causeway Coast and Glens Borough Council to authorise the use of any street name in its district, pursuant to Article 11 of the Local Government (Miscellaneous Provisions) (NI) Order 1995. I also acknowledge it to be an offence to erect in any street any nameplate purporting to show the name of the street without the authorisation of the said Causeway Coast and Glens Borough Council.

I enclose 2No. copies a location map and 2No. copies of a site plan of the proposed development.

**SIGNED:**

.....

**DATED:**

.....

Location Map Enclosed (2No. copies)

Site Plan Enclosed (2No. copies)

\* Delete as appropriate.

# Causeway Coast and Glens Borough Council

## **REQUEST TO ERECT STREET NAMEPLATE AT**

**(Insert Street Name) IN BOTH ENGLISH AND (Insert Other Language)**

I agree to street nameplates being erected by Causeway Coast and Glens  
Borough Council

for ..... in both English and (Other Language).

I do not agree to the street nameplates being erected by Causeway Coast and  
Glens Borough Council

for ..... in both English and (Other Language).

If approved by Causeway Coast and Glens Borough Council the street  
nameplate will be in English and (Other Language) as follows:

**OTHER COMMENTS (if any):**

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**NAME:**

---

**ADDRESS:**

---

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**SIGNATURE:**

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**Please return in the prepaid envelope provided by not later than (DATE)**

**Record of changes to policy and procedure:-****21<sup>st</sup> May, 2015**

- References to “*Council*” throughout the document changed to, “*Causeway Coast and Glens Borough Council*”;
- Wording of Sections 4.1.5, 4.1.6, 4.17, 4.1.8, 4.3.4, 5.2(iii), 5.2(iv) and 5.2(viii) of the existing Street Naming and Property Numbering Policy and Procedures changed.
- Section 6 changed by omission of existing Section 6.1 and incorporating Sections 5.0, 5.1 and 5.2 relating to “Dual Language Street Signs” from Appendix V (Previously referred to as 6.0, 6.1 and 6.2).

**19<sup>th</sup> August, 2015**

- Page 2, Page numbers amended;
- Page 3, Para 1.2 “*Building Control Department*” changed to “*Environmental Services Directorate*”;
- Page 7, Para 4.1.9 “such as the Pointer Group” removed;
- Page 10, Para 5.1 “*Having regard to the significant resource consequences of administering the implications of the policy, the policy should be reactive in nature*” removed;
- Page 11, Para 5.2iii “*then the proposal will be put forward to Council for their consideration*” removed, and substituted with revised wording;
- Page 12, Section 5.2 “*Procedure for removal of a street sign in a language other than English*” added;
- Page 15, Para 10.0 Line, “*Environmental Services Directorate*” added to contact address;  
1995”;
- Page 23, Appendix IV changed ‘in both English and Irish’ to ‘in both English and (Other Language)’
- Page 24, Appendix V added “Record of changes to policy and procedure”.

**16<sup>th</sup> September, 2015**

- All references to “*Building Control Department*” removed from document and “*Health and Built Environment Department*” inserted in lieu.

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