

Appendix One

**SERVICE LEVEL AGREEMENT**

**FOR THE PROVISION OF HOUSING  
FITNESS INSPECTIONS ON BEHALF  
OF THE NORTHERN IRELAND  
HOUSING EXECUTIVE**

**BETWEEN  
BELFAST CITY COUNCIL  
AND  
THE NORTHERN IRELAND HOUSING  
EXECUTIVE**

Draft Version 5 – August 2017

## **Background**

Environmental Health Officers (EHOs) within local Councils may be requested by the Northern Ireland Housing Executive (NIHE) to undertake specific inspections to assist in the NIHE's response to their statutory housing functions.

Requests for service are initiated by NIHE subject to the demands of that authority. These requests are responded to by local Councils utilizing suitably trained and competent staff and a report provided to NIHE. A fee and travel expenses is charged by the local Council.

Previously inspection requests from the NIHE outside of Belfast were subject to a Service Level Agreement with the former Group Environmental Health structures on behalf of local Councils. Following the implementation of Local Government Reform it is necessary to update these arrangements.

Local Councils also have their own responsibility for certain provisions under the Private Tenancies (NI) Order 2006 as amended and subordinate legislation. These responsibilities are not subject to this agreement.

This Service Level Agreement shall be between Belfast City Council, (the Council) and the NIHE.

## **Objectives**

The objectives of this agreement are:

1. To establish the roles of both parties;
2. To establish an agreed level of response and performance target; and
3. To set out the financial arrangements

## **Roles**

The NIHE retain all statutory responsibilities associated with any inspections initiated by that agency but conducted by Belfast City Council on its behalf, except where by agreement on a case-by-case basis it is agreed that the conditions found are best addressed by provisions which are the statutory responsibility of the Council.

Belfast City Council shall provide suitably competent and trained staff to carry out the inspections required by the NIHE and shall respond to service requests within the agreed timeframe.

## Operating Procedures

In order to most efficiently use Council resources and in order to minimise costs to NIHE, a two-stage approach is taken. It is envisaged that the number of inspections requiring a Stage 2 report comprising an additional level of information and hence cost will be relatively low.

Stage 1:

A request for service shall be notified to Belfast City Council by *a proforma agreed between both parties*. The request for service shall include:

1. The address of the dwelling to be inspected and reported upon;
2. Contact details for the occupier of the dwelling;
3. Contact details for the owner of the dwelling;
4. Any additional information held by NIHE which may assist the Council in inspecting and assessing the dwelling to meet the requirements of the NIHE; and
5. Any information held by NIHE relevant to the health and safety of officers who may visit the dwelling.

The Council shall contact the occupier (and if necessary the owner) of the dwelling and arrange an appointment to inspect the premises. In the event of an appointment missed by the owner or occupier, the Council shall arrange one further appointment. In the event that access cannot be arranged within **10** working days, the NIHE shall be notified and the service request cancelled.

The Council shall conduct a comprehensive fitness inspection of the premises in accordance with the fitness standard laid down in Schedule 5 of the Housing (NI) Order 1992. A report on the fitness inspection shall be provided to NIHE *on the agreed proforma between both parties* within 15 working days from receipt of the service request. The report provided by the Council shall contain:

1. The date of inspection;
2. An individual assessment of fitness against each aspect of the fitness standard relevant to the dwelling;
3. An overall summary of fitness.
4. Additional information, as specified on the template proforma at Appendix 1, which may aid the NIHE and/or the Council in determining the best course of action in relation to the specific case.

5. Any information relevant to the health and safety on site.

Where it is clear to the Council officer conducting the inspection that there are regulatory matters associated with the dwelling for which the Council has enforcement responsibility under the Private Tenancies Order, the Clean Neighbourhoods and Environment Act, or other relevant legislation, the Council will act in accordance with the mandatory duties placed upon the Council and in accordance with the Council's Enforcement Policy. Where discretionary powers exist, and in the opinion of the inspecting officer, the NIHE are better placed to act to resolve the regulatory matters at hand, the Council shall initiate a discussion with the NIHE with a view to agreeing a course of action to avoid duplication of regulatory effort. The date of communication with NIHE shall be noted by the investigating officer on the proforma response together with the agreed course of action if it has been possible to agree same within the 15 day response period.

**Where following receipt of a report by NIHE or during discussions with Council officers in order to determine the best course of action, that NIHE decide that detailed costings of works necessary to make the dwelling fit are required, then a Stage 2 report will be prepared by the Council.**

**The stage 2 report provided by the Council will include the details listed under stage 1 and in addition:**

- 1. Detailed costings of works to bring the dwelling back to a fit state. Costings shall be prepared in accordance with the prevailing manual as provided by NIHE to the Council.**

### **Authorisation**

Inspections by the Council which are the subject of this agreement are not being undertaken under the Council's statutory authority. If access to the dwelling is denied the Council shall not seek to require access using the enforcement powers available to them. NIHE will be advised within 10 working days and the service request cancelled. This does not preclude the Council and / or the NIHE on a case-by-case basis, subsequently utilising inspection powers to gain entry and inspect in accordance with the prevailing enforcement and inspection policies within both organisations.

### **Limited Liability**

The Council shall not be held liable for any loss or damage sustained by NIHE or any individual as a result of any actions by NIHE in response to the fitness assessment undertaken by the Council.

The NIHE shall not be held liable for any loss or damage sustained by the Council or any individual as a result of any actions by the Council in response to the fitness assessment initiated by NIHE.

### **Health and Safety**

EHOs responding to service requests shall adhere fully to the health and safety policy and procedures of the Council.

The NIHE shall provide along with the service request to the Council, any information held by that agency which is relevant to the health and safety of officers who may visit the subject dwelling.

### **Billing arrangements**

The fee for the completion of a stage 1 fitness inspection and report shall be:

- £150 per inspection and report
- Plus £0.XX per mile

The fee for a stage 2 report shall be:

- The stage 1 costs plus
- £100 spent in preparation of the stage 2 report.

Where access is denied or for other reasons outside of the Council's control, it has not been possible to undertake the assessment the fee shall be:

- £25 per service request
- Plus £0.XX per mile

Where the Council deems that additional third party inspections are necessary in order to determine fitness, the costs of these contracted services shall be agreed in advance with NIHE and the cost of same shall be borne by NIHE.

Invoices shall be generated by the Council every (month / quarter).

Payment shall be made within 30 days on the receipt of an invoice.

## **Dispute Resolution**

A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

The Parties shall use all reasonable efforts to resolve any dispute that may arise under this MOU through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.

Where an attempt to resolve any dispute under this MOU and where initial contact between representatives of management of either Party has failed, the matter will be escalated to a discussion between a member of senior management from both parties hereto,

## **Termination of SLA**

This SLA may be terminated by either party by providing 3 months' notice in writing to the other party.

Variations or Amendments

Any amendments to this SLA shall be by agreement in writing.

## **Confidentiality and Data**

Both Parties shall undertake to embrace the cognisance of Data Protection and Freedom of Information legislation.

All information received by the Council or gathered by the Council as a result of responding to the service request shall be held in accordance with the Council's (Records / Information Policy).

A copy of the fitness inspection report sent to the NIHE shall be retained by the Council for X years in accordance with the Council's (Records / Information Policy).

## **FORCE MAJEURE**

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

obtain supplies, accident or any other contingency whatsoever beyond its reasonable control).

**GOVERNING LAW**

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

*Signed on behalf of the  
NIHE*

*Signed on behalf of  
Belfast City Council*

\_\_\_\_\_  
*Date:*

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*Date:*