

DRAFT SERVICE LEVEL AGREEMENT

Between **Belfast City Council**

and

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

and

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

Regarding

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

March 2019 to April 2020

Effective date: 31 March 2019

Approval of the Service Level Agreement

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

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

1. Signed

Chief Executive of Belfast City Council

Date

2. Signed

Chief Executive of Causeway Coast and Glens Borough Council

Date

3. Signed

Chief Executive of Derry City and Strabane District Council

Date

4. Signed

Chief Executive of Council

Date

Signed

Contents

no	item	page
1.0	Forward	4
2.0	Agreement Overview	4 – 5
3.0	Designations	5
4.0	Shared Objectives	5
5.0	Goals & Objectives	5 – 6
6.0	Confidentiality	6
7.0	Variations or Amendments	6
8.0	Periodic Review	7
9.0	Performance review and reporting	7
10.0	Force Majeure	7
11.0	Governing Law	7
12.0	Implementation and operation of the licensing scheme under the HMO Act 2016	8
12.1	Financial arrangements	8
12.2	Deferred income from the current HMO Registration Scheme	8
12.3	Resource	8
12.4	Charges and Liabilities	8 – 9
12.5	Line management	9
12.6	Monitoring and Reporting	9
12.7	Training	9
12.8	ICT support	9
12.9	Enforcement decisions	9 - 10
12.10	Licence applications	10
12.11	Information requests / Media enquiries	10 - 11
12.12	Legal services	11
12.13	Regional HMO forums	11
12.14	Health and safety	11
12.15	Termination	11 - 12
12.16	Resolution of disputes	12
13.0	Amendments and Revisions to the SLA table (example)	13
	Appendix 1: Table outlining Council responsibilities expected via the SLA	14 - 17

1.0 Forward

Houses in Multiple Occupation Act 2016

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

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

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

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

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

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

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

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

2.0 Agreement Overview

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

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

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

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

3.0 Designations

For the purpose of this document the designations include:

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

4.0 Shared objectives

The shared objectives of this agreement are:

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

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

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

5.0 Goals & Objectives

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

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

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

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

6.0 Confidentiality

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

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

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

7.0 Variations or Amendments

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

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

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

8.0 Periodic Review

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

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

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

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

9.0 Performance review and reporting

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

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

10.0 Force Majeure

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

11.0 Governing Law

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

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

12.1 Financial arrangements

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

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

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

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

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

12.2 Deferred income from the current HMO Registration Scheme

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

12.3 Resource

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

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

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

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

12.4 Charges and Liabilities

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

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

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

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

12.5 Line management

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

12.6 Monitoring and Reporting

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

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

12.7 Training

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

12.8 ICT support

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

12.9 Enforcement decisions

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

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

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

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

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

12.10 Licence applications

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

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

12.11 Information requests / Media enquiries

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

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

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

12.12 Legal services

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

12.13 Regional HMO Forums

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

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

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

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

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

12.14 Health and safety

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

12.15 Termination

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

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

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

All the Councils agree in writing to its termination, or

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

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

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

12.16 Resolution of disputes

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

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

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

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

Appendix 1: Table outlining Council responsibilities expected via the SLA

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

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

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

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