

ภาคผนวก ก<sup>1</sup>

กฎหมายสหรัฐอเมริกาที่เกี่ยวข้อง

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<sup>1</sup>[https://www.smgov.net/uploadedFiles/Departments/PCD/Santa%20Monica%20HomeSharing%20Rules%20PDF%20July%202017\(1\).pdf](https://www.smgov.net/uploadedFiles/Departments/PCD/Santa%20Monica%20HomeSharing%20Rules%20PDF%20July%202017(1).pdf)

<http://www.uniformlaws.org/shared/docs/residential%20landlord%20and%20tenant/urlta%201974.pdf>



**CITY OF SANTA MONICA**  
**HOME-SHARING ORDINANCE**  
**RULES** Effective: March 1, 2018

**SCOPE AND INTENT**

These rules and regulations (“Rules”) established pursuant to Santa Monica Municipal Code Section 6.20 shall be followed by hosts and hosting platforms as applicable. All staff responsible for the administration and/or enforcement of the Home-Sharing Ordinance must implement and enforce the program in keeping with these rules. These Rules are not intended to be duplicative.

**TABLE OF CONTENTS**

- I) DEFINITIONS
- II) HOME-SHARING HOSTS REQUIREMENTS AND BUSINESS LICENSE CONDITIONS
- III) HOME-SHARING HOSTS APPLICATION PROCEDURES
- IV) HOSTING PLATFORM REQUIREMENTS

## I) DEFINITIONS

- a) CITY means the City of Santa Monica.
- b) SMMC means the Santa Monica Municipal Code.
- c) ACCESSORY STRUCTURE means living quarters, including lawfully permitted second units as defined by the Zoning Ordinance on the same premises as a single family residence. Rent Control Bootleg Units as defined in section 9.04.18.075 of the SMMC are not considered Accessory Structures for the purpose of the Home Sharing Ordinance.
- d) DWELLING UNIT means one or more rooms designed, occupied or intended for occupancy as separate living quarters. A dwelling unit includes a single-family residence, an apartment or other leased premises, or residential condominium unit. A dwelling unit shall include a detached Accessory Structure (e.g. guest house) that is intended for human habitation (i.e. living quarters) when the entire property is designated for a single family residential use. Dwelling unit does not include individual hotel/motel guest rooms, condominium timeshare units, cabins, or similar guest accommodations rented to transient guests in a hotel, inn, or similar transient lodging establishment operated by an innkeeper.
- e) GUEST or VISITOR means a person who rents a home-share and/or vacation rental.
- f) HOME-SHARE means an activity whereby the resident(s) host visitors in their homes, for compensation, for periods of 30 consecutive days or less, while at least one of the dwelling unit's primary residents lives on-site, in the dwelling unit, throughout the visitors' stay.
- g) HOST means a person engaged in providing a home-sharing and/or vacation rental.
- h) HOSTING PLATFORM means a marketplace in whatever form or format which facilitates the Home-Sharing or Vacation Rental, through advertising, match-making or any other means, using any medium of facilitation, and from which the operator of the hosting platform derives revenues, including booking fees or advertising revenues, from providing or maintaining the marketplace.
- i) HOUSE SWAPPING means the exchange of a house by one owner with another owner in a different city for short periods of time by agreement between both parties to exchange homes for a specified period of time without compensation.

- j) **LIVES ON SITE** means being present in the dwelling unit where the home-sharing is being offered, which includes but is not limited to sleeping overnight, preparing and eating meals, entertaining, and engaging in other activities in the dwelling unit that are typically enjoyed by a person in their home.
- k) **SHORT-TERM RENTAL** means any rental of any living accommodation that is 30 consecutive days or less, including hotels, motels, bed and breakfasts, home-sharing and vacation rentals.
- l) **RESIDENT** means primary resident of a dwelling unit, when a person occupies a dwelling, typically a house or an apartment, that serves as their primary residence, though they may share the residence with other people. For the purposes of home-sharing, a host may not have more than one residence within the city of Santa Monica.
- n) **TRANSIENT OCCUPANCY TAX** means local transient tax as set forth in Chapter 6.68 of the SMMC. The tax is paid by the guest when paying for their rental. The collected TOT is then remitted to the City.
- o) **VACATION RENTAL** means a rental of any dwelling unit, in whole or in part, within the City of Santa Monica, to any person(s) for exclusive transient use of 30 consecutive days or less, whereby the unit is only approved for permanent residential occupancy and not approved for transient occupancy as authorized by Chapter 6.20 of the SMMC.

## **II) HOME-SHARING HOSTS REQUIREMENTS AND BUSINESS LICENSE CONDITIONS**

A host must comply with the following conditions:

- a) A Home-Share may only be offered in a space intended for human habitation. For example, a host may not rent a space in an accessory structure that is a storage shed or garage as a Home-Share.
- b) A host may not advertise their home-sharing business in any area that is exterior to the dwelling unit where the home-sharing is occurring. This includes common interior areas.
- c) A host must clearly advertise the unit as a shared space, unless the advertised rental is an accessory structure, in which case the accessory structure may be advertised as a separate unit (aka "entire home/apartment").
- d) In any advertisement of the Home-Share a host must include the Business License number issued by the City.

- e) No person shall provide or offer for rent any City approved home-sharing dwelling unit, in whole or in part, to any person(s) for exclusive transient use of thirty consecutive days or less. Exclusive transient use shall mean that none of the dwelling unit's primary residents lives on-site, in the dwelling unit, throughout the visitor's stay. Any such use shall be considered vacation rental use and thus prohibited. This regulation shall not apply to rental of units within City approved hotels, motels and bed and breakfasts.
- f) A Home-Share host must provide the Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the rental on the business license application.
- g) A host must provide guests with information related to emergency exit routes if the unit is part of a multifamily building of more than one story.
- h) Transient Occupancy Taxes (TOT) shall be collected on all Home-Sharing rentals.  
If a Hosting Platform does not collect payment for the rental, hosts are solely responsible for the collection of all applicable TOT and remittance of the collected tax to the City on a monthly basis. If a Hosting Platform does collect payment for rentals, then it and the host shall both have legal responsibility for the collection and remittance of the TOT.
- i) No person or entity may operate more than one Home-Share in the City of Santa Monica.
- j) A Home-Sharing applicant must provide the following as part of his/her application:
  - 1) Address where the Home-Sharing will take place.
  - 2) Type of dwelling unit (e.g. single family home, apartment, condominium).
  - 3) Whether the applicant is a tenant or owner of the dwelling unit.
  - 4) The total number of full time occupants of the dwelling unit.
  - 5) A list of all persons that will be hosting.
  - 6) Contact information for each person that will be hosting (e.g. email, cell phone).
  - 7) A list of each bedroom, office, den, living room, etc., in the dwelling unit.  
The list shall include for each room:
    - i Whether or not the room will be rented
    - ii The maximum number of overnight guests that will be allowed
  - 8) Whether or not the unit is rent controlled.
  - 9) A link to the advertisement of the rental.

- 10) An affidavit certifying that the host will comply with all of the provisions of the Home-Sharing Ordinance, Business License Conditions for operating a Home-Share as outlined in these rules, and all relevant laws or be subject to revocation of their Business License.

### III) HOME-SHARING HOSTS APPLICATION PROCEDURES

Any person who intends on operating a Home-Share from their primary residence shall complete the Home-Sharing Registration Package (HSRP).

The HSRP shall include all instructions, check-lists, applications, and other educational materials related to the Home-Sharing Ordinance and relevant local laws that the host is required to comply with. Home-Share applications are exempt from the Zoning Conformance Review fee and Home Occupancy Permitting requirements.

The applicant must submit all of the following to the Business License unit to register:

- a) Business License Home-Sharing Application.
- b) Proof of Residency. Acceptable forms of proof include: copy of a current utility bill, cable bill, phone bill, credit card bill or bank statement showing your name and current Santa Monica residential address. Leases, rental agreements, or IDs may not be accepted as proof.

### IV) HOSTING PLATFORM REQUIREMENTS

- a) The City may request that the operator of a hosting platform submit, in an electronic comma-delimited format or similar format such as MS Excel, the following information:
  - 1) The address of each residential unit that was offered on the operator's hosting platform for occupancy for tourist or transient use and was occupied for that use during that quarterly reporting period.
  - 2) The total number of nights that the residential unit was occupied for tourist or transient use.

- 3) The amounts paid for the occupancy of that residential unit listed.
  - 4) The name(s) of the person(s) responsible for each unit listed.
- b) If the Hosting Platform collects payment for the rental, the hosting platform and the host shall both have legal responsibility for the collection of all applicable TOT and remittance of the collected tax to the City on a monthly basis.
- c) A Hosting Platform must provide its Santa Monica host clients or potential host clients the following disclosure:

*“On May 12, 2015, the Santa Monica City Council adopted the Home-Sharing Ordinance reiterating its ban on the rental of entire units as vacation rentals. The Home-Sharing Ordinance also legalized the short term rental of a portion of a person’s home when the host lives on-site throughout the visitor’s stay and when the host obtains a business license. Hosts are also required to collect and remit Transient Occupancy Tax (TOT) if not collected and remitted by the hosting platform.”*



**LANDLORD AND TENANT ACT**

drafted by the

NATIONAL CONFERENCE OF COMMISSIONERS  
ON UNIFORM STATE LAWS

and by it

APPROVED AND RECOMMENDED FOR ENACTMENT  
IN ALL THE STATES

at its

ANNUAL CONFERENCE  
MEETING IN ITS EIGHTY-FIRST YEAR  
AT SAN FRANCISCO, CALIFORNIA  
AUGUST 4-11, 1972

WITH AMENDMENTS APPROVED, AUGUST 1974

*WITH COMMENTS*

Approved by the American Bar Association at its  
Midyear Meeting in Houston, Texas, February, 1974

**UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT**

The Committee which acted for the National Conference of Commissioners on Uniform State Laws in preparing the Uniform Residential Landlord and Tenant Act was as follows:

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Copies of Act may be obtained from:

NATIONAL CONFERENCE OF COMMISSIONERS

ON UNIFORM STATE LAWS

676 North St. Clair Street, Suite 1700

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PART III

**GENERAL DEFINITIONS AND PRINCIPLES OF INTERPRETATION: NOTICE**

**§ 1.301. [General Definitions]** Subject to additional definitions contained in subsequent Articles of this Act which apply to specific Articles or Parts thereof, and unless the context otherwise requires, in this Act

(1) "action" includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined, including an action for possession;

(2) "building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premises, or dwelling unit;

(2) "dwelling unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by 2 or more persons who maintain a common household;

(4) "good faith" means honesty in fact in the conduct of the transaction concerned;

(5) "landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by Section 2.102;

(6) "organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, 2 or more persons having a joint or common interest, and any other legal or commercial entity;

(7) "owner" means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to property or (ii) all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession;

(8) "person" includes an individual or organization;

(9) "premises" means a dwelling unit and the structure of which it is a part And facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant;

(10) "rent" means all payments to be made to or for the benefit of the Landlord under the rental agreement;

(11) "rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under Section 3.102 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

(12) "roomer" means a person occupying a dwelling unit that does not include a toilet and either a bath tub or a shower and a refrigerator, stove, and kitchen sink, all provided by the landlord, and where one or more of these facilities are used in common by occupants in the structure;

(13) "single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit;

(14) "tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

#### PART IV

#### GENERAL PROVISIONS

##### **§ 1.402. [Effect of Unsigned or Undelivered Rental Agreement]**

(a) If the landlord does not sign and deliver a written rental agreement signed and delivered to him by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.

(b) If the tenant does not sign and deliver a written rental agreement signed and delivered to him by the landlord, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(c) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.

#### ARTICLE IV

#### REMEDIES

#### PART I

#### TENANT REMEDIES

**§ 4.107. [Tenant's Remedies for Landlord's Unlawful Ouster, Exclusion, or Diminution of Service]** If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than [3] months' periodic rent or [threefold] the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the rental agreement is terminated the landlord shall return all security recoverable under Section 2.101 and all prepaid rent.

#### PART III

#### PERIODIC TENANCY; HOLDOVER; ABUSE OF ACCESS

**§ 4.301. [Periodic Tenancy; Holdover Remedies]**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least [10] days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least [60] days before the periodic rental date specified in the notice.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord may also recover an amount not more than [3] month's periodic rent or [threefold] the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, Section 1.401(d) applies.

ภาคผนวก ข<sup>2</sup>

กฎหมายประเทศอังกฤษที่เกี่ยวข้อง

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<sup>2</sup> <https://www.legislation.gov.uk/ukpga/1969/51>

[https://www.ucl.ac.uk/estates/maintenance/fire/documents/UCLFire\\_TN\\_076.pdf](https://www.ucl.ac.uk/estates/maintenance/fire/documents/UCLFire_TN_076.pdf)

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*Changes to legislation: There are currently no known outstanding effects for the Development of Tourism Act 1969. (See end of Document for details)*

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# Development of Tourism Act 1969

## CHAPTER 51

### DEVELOPMENT OF TOURISM ACT 1969

#### PART I

##### THE TOURIST AUTHORITY AND THE TOURIST BOARDS

- 1 Establishment of British Tourist Authority, English Tourist Board.
- 2 General functions and powers.
- 3 General schemes of assistance for tourist projects.
- 4 Execution of particular tourist projects.
- 4A Execution of particular tourist projects: Wales (1) The National Assembly...
- 5 Miscellaneous duties and powers.
- 6 Accounts and information.

#### PART II

##### FINANCIAL ASSISTANCE FOR HOTEL DEVELOPMENT

###### *Hotel development grants*

- 7 Grants for provision of new hotels.
- 8 Grants for extension or alteration of existing hotels.
- 9 Grants for provision of certain fixed equipment.
- 10 Recipient of grant to be occupier or lessor of hotel.
- 11 Rates of grant.
- 12 Conditions of grant.

###### *Loans for hotel development*

- 13 Power to make loans.



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*Changes to legislation: There are currently no known outstanding effects for the Development of Tourism Act 1969. (See end of Document for details)*

### *Supplementary provisions*

- 14 General restrictions on the making of grants and loans.
- 15 Period of eligibility.
- 16 Interpretation of Part II.

## **PART III**

### **MISCELLANEOUS AND GENERAL**

- 17 Registration of tourist accommodation.
- 18 Notification of prices of accommodation.
- 19 Directions.
- 20 Financial provisions.
- 21 Short title, interpretation, commencement and extent.

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## **SCHEDULES**

### **SCHEDULE 1 — The Tourist Boards**

#### *Incorporation and status*

- 1 Each of the Tourist Boards (in this Schedule referred to...
- 2 The Board shall not be regarded as the servant or...

#### *Membership*

- 3 A member of the Board shall hold and vacate his...
- 4 Any member of the Board may at any time by...
- 5 (1) If the relevant Minister is satisfied that a member...

#### *Remuneration*

- 6 The Board shall pay to its members such salaries, fees...
- 7 The Board shall, as regards any members in whose case...
- 8 If a person ceases to be a member of the...
- 9 The relevant Minister shall, as soon as possible after the...

#### *Staff*

- 10 The Board may appoint such officers and servants as it...
- 11 The Board shall, in the case of such of its...

#### *Proceedings*

- 12 The validity of any proceedings of the Board shall not...
- 13 The quorum of the Board and the arrangements relating to...
- 14 A member of the Board who is in any way...
- 15 The fixing of the seal of the Board shall be...
- 16 Any document purporting to be a document duly executed under...

#### *Requirement of approval of Minister for the Civil Service*

- 17 The approval of the Treasury shall be required for the...

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*Changes to legislation: There are currently no known outstanding effects for the Development of Tourism Act 1969. (See end of Document for details)*

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### *Interpretation*

18 In paragraphs 3 to 9 of this Schedule, references to...

#### SCHEDULE 2 — Enforcement of Conditions of Grant

##### *Power to call for information*

1 (1) A Tourist Board may by notice require any person...

##### *Power to enter and inspect premises*

2 (1) Any person duly authorised in that behalf by a...

##### *Failure to comply with condition requiring notification of event on which grant becomes repayable*

3 (1) Any person who without reasonable excuse fails to comply...

##### *Offences by bodies corporate*

4 (1) Where an offence under this Schedule committed by a...

#### SCHEDULE 3 — Fixed Equipment Eligible for Grant Under Section 9 of this Act

#### SCHEDULE 4 — Expenditure Incurred by Predecessor in Title or Lessor

### *Interpretation*

1 (1) In this Schedule— “lease” includes a sublease and an...

##### *Expenditure incurred by predecessor in title of occupier or lessor*

2 Subject to paragraph 3 of this Schedule, where—

##### *Expenditure incurred by lessor*

3 (1) This paragraph applies where expenditure eligible for a grant...



## 1.0. Regulatory Reform (Fire Safety) Order 2005

- 1.1. The **Regulatory Reform (Fire Safety) Order** (known as **Fire Safety Order**) applies to England and Wales (Northern Ireland and Scotland will have their own laws). It covers 'general fire precautions' and other fire safety duties that are needed to protect '**Relevant Persons**' in case of fire in and around 'most premises'. The Order requires fire precautions to be put in place 'where necessary' and to the extent that it is reasonable and practicable in the circumstances of the case. Responsibility for complying with the Fire Safety Order rests with the '**Responsible Person**'.
- 1.2. The Fire Safety Order is a Fire Risk Assessment based approach where the responsible person(s) for the premises must decide how to address the risks identified, while meeting certain basic requirements.
- 1.3. By adopting a fire risk assessment approach, the responsible person(s) will need to look at how to prevent fire from occurring in the first place, by removing or reducing hazards and risks (ignition sources) and then look at the precautions to ensure that people are adequately protected, if a fire were still to occur.
- 1.4. The fire risk assessment must also take into consideration the effect a fire may have on anyone in or around your premises plus neighbouring property and will need to be kept under regular review. The building fire risk assessment concentrates on the following areas:
  - Elimination or reduction of risks (ignition sources);
  - Suitable means of detecting & raising the alarm in the event of fire;
  - Adequate emergency escape routes and exits;
  - Adequate fire compartmentation (fire & smoke spread and the protection of escape routes);
  - The appropriate type and sufficient quantities of fire extinguishers;
  - Correct type and sufficient quantities of fire signs and notices;
  - Provisions for the correct maintenance of installed fire equipment;
  - Suitable provisions for the protection of Fire Brigade personnel;

- To ensure that occupants receive the appropriate instructions & training.
- 1.5. The Fire Safety Order applies to virtually all non-domestic properties, including voluntary organisations and is subject to monitoring and enforcement by the Local Authority Fire Service (LAFS).
  - 1.6. All previous fire legislation has been repealed or revoked.

## 2.0. Responsible Person (The 'Responsible Person')

*Notes - the 'Responsible Person' will be the body corporate, the company or organization that employs people to work on the premises. It should be noted however, that in the case of a prosecution for an offence under the Order, a director, manager, company secretary or similar officer of the company could be prosecuted as well as, or instead of, the body corporate if the offence had been committed with that person's consent, connivance, or as a result of negligence.*

*The definition of workplace is very broad, although it excludes domestic premises (hence, domestic servants or home workers are not protected by the provisions of the Order). By definition, under the Order, a workplace means any premises, or parts of premises, made available to one or more employees.*

*This includes any place within premises to which an employee has access while at work. It also includes the means of access to or egress from the place of work (e.g. footpaths external to the building or common parts within premises of multiple occupation), other than public roads. Although not defined within the RRFSO the term 'Dutyholder' is also common place and used in place of the term 'responsible person' although a dutyholder could be a number of different parties.*

- 2.1. In relation to a workplace, it is the employer and any other person who may have control of any part of the premises, e.g. the occupier or owner for whatever they have control of.
- 2.2. In all other premises, the person or people in control of the premises will be responsible, those premises not falling within paragraph (a):
  - (a). the person who has control of the premises (as occupier or otherwise) in connection with him carrying on by him of a trade, business or other undertaking (for profit or not); or
  - (b) the owner, where the person in control of the premises does not have control in connection with the carrying on by that person of a trade, business or other undertaking.
- 2.3. In summary, the 'Responsible Person' is:
  - The Employer with control of a workplace (
    - UCL - the employer is UCL Council;
    - The President and Provost is appointed by the Council as the principal academic and administrative officer of UCL (effectively the CEO);

**Falling that or in addition;**

- Persons with overall management control of a building (or part of the building);
  - *UCL - at UCL this refers to the Head of Departments<sup>1</sup> - indicated as 'Duty Holders' in the UCL Fire Safety Standard;*
- Occupier of the premises, owner of the premises (i.e. empty buildings);
- Landlords (in multi-occupied buildings);

**3.0. Duties of the 'Responsible Person'**

*The 'Duties' of the Responsible Person(s):*

- 3.1. Where the premises are a workplace - the responsible person must ensure that any duty imposed by Articles 8 to 22 of the Fire Safety Order is complied with in respect of those premises.
- 3.2. Where the premises are not a workplace - the responsible person must ensure that any duty imposed by Articles 8 to 22, are complied with in respect of those premises - so far as the requirements relate to matters within his control.
- 3.3. Any duty imposed by Articles 8 to 22 on the responsible person in respect of premises - shall also be imposed on every person, who has, to any extent, control of those premises so far as the requirements relate to matters within his control.
- 3.4. Where a person has a contract or tenancy agreement that includes an obligation for - the maintenance or repair of any premises or the safety of any premises - that person shall be treated as the responsible person to the extent that his obligation extends.
  - 3.4.1. Where it can be established that an offence has been committed under the Order (see Paragraph 5.4(a)) and this has been caused by the negligence, failure or deliberate misrepresentation on the part of the contractor, the enforcing authority may take suitable action against the contractor who is deemed the 'Responsible Person'.
- 3.5. If you are the 'Responsible Person', you must ensure that a fire risk assessment<sup>2</sup> has been carried out that must focus on the safety of all

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1. This term includes Heads of Academic Faculties, Institutes, Departments, Centres, Schools etc. and the Heads of Professional Services and Director of Student Residences.

2. Generally, the Director of UCL Estates will ensure that fire risk assessment and fire safety audits for most buildings with certain exceptions are carried out through the UCL Fire Safety Manager or other Competent Persons. These fire risk assessments and audits will focus primarily on the building structural condition, the physical adequacy of the building's fire safety provision and fire brigade equipment and facilities. The audit will look at general departmental fire safety management and training requirements, but may not be departmental specific or in sufficient depth for larger departments and buildings, these fire audits will generally take place based of risk Level 1 every four years, Level 2 every three years and Level 3 every two years with intermediary inspections. Heads of Department are required to undertake simple fire risk assessments of their areas of responsibility more often than formal Estates or other Competent Person's audits. In some premises, it may be the responsibility of the Landlord etc. to provide a fire risk assessment.

'Relevant Persons' in the case of fire. It should pay particular attention to those at special risk, such as the disabled and those with special needs, and must include consideration of any dangerous substance likely to be on the premises. The fire risk assessment will help the 'Responsible Person(s)' to identify risks that can be removed or reduced and to decide the nature and extent of the general fire precautions they need to undertake to protect people against the fire risks that remain.

- 3.6. Where five or more people are employed, the significant findings of the assessment must be recorded and made available to 'relevant persons'.

#### 4.0. Relevant Person

'Relevant Persons' means:

- 4.1. Any person (including the responsible person) who is, or may be lawfully, on the premises; and,
- 4.2. Any person in the immediate vicinity of the premises who is at risk from a fire on the premises - this may include: staff, students, visitors or members of the public on the street adjacent to the building.

#### 5.0. Fire Safety Guides

- 5.1. A number of guides in respect to the fire precautions in generic types of buildings and undertakings have been produced by HM Government including:

- **Education Premises** - this guide will be for all employers, head teachers, governors, vice-chancellors, occupiers and owners of premises where the main use of the building or part of the building is for educational purposes including: Schools including Sunday schools and after school clubs, Universities, Academies, Crèches, Adult education centres, Outdoor education centres and Music schools.
- **Offices & Shops** - all employers, managers, occupiers and owners of premises where the main use of the building or part of the building is an office or shop including: Purpose built or converted office blocks, Individual office or shop units which are part of other complexes e.g. shopping centres.
- **Sleeping Accommodation** - this guide addresses sleeping accommodation for staff, common areas for residents and sleeping, dining or other accommodation for guests/residents including residential premises such as **university halls of residence**, boarding school sleeping accommodation. In addition, the common areas of houses in multiple occupation (HMO), the common areas of flats and maisonettes and areas in work places where staff sleeping in is a condition of the employment or a business requirement as in licensed premises or hotels.
- **Means of Escape For Disabled People** - It provides additional information on accessibility and means of escape for disabled people. The document can be used to assist in completing the record of significant findings and should include a detailed account of measures that are in place to facilitate and assist disabled people to leave the building. The appendices provide examples and information to help carry out the assessment and record Personal Emergency Escape Plans (PEEPs).

- 5.1. These guides are available from: [www.gov.uk/workplace-fire-safety-your-responsibilities/fire-safety-advice-documents](http://www.gov.uk/workplace-fire-safety-your-responsibilities/fire-safety-advice-documents)

## Fire safety duties imposed on the 'Responsible Person(s):

The following is a summary of the relevant Fire Safety Order Articles in respect to 'Responsible Person':

### 5. Duties under the Order

**5(3)** Any duty imposed by articles 8 to 22 or by regulations made under article 24 on the 'responsible person' in respect of premises shall also be imposed on every person, other than the responsible person referred to in paragraphs (1) and (2), who has, to any extent, control of those premises so far as the requirements relate to matters within his control.

**Article 8:** To take such general fire precautions as will ensure the safety of his employees, and in the case of relevant persons not in his employ, to ensure the premises are safe.

**Article 9:** To make a suitable and sufficient assessment of the risks - to identify the general fire precautions he must take and record the significant findings and the persons identified as being at risk.

**Article 10:** Where he implements any preventive or protective measures he must do so on the following principles:

- (a). avoiding risks;
- (b). evaluating the risks which cannot be avoided;
- (c). combating the risks at source;
- (d). adapting to technical progress;
- (e). replacing the dangerous by non-dangerous or less dangerous;
- (f). developing a coherent overall prevention policy which covers technology, organisation of work and the influence of factors relating to the working environment;
- (g). giving collective protective measures priority over individual protective measures and;
- (h). giving appropriate instructions to employees.

**Article 11:** To make and give effect to, such arrangements as are appropriate for the effective planning, organisation, control, monitoring and review of the preventive and protective measures, and record them.

**Article 12:** To ensure the risk to relevant persons related to the presence of dangerous substances is either eliminated or reduced by replacing the dangerous substance, or the use of a dangerous substance is, with a substance or process, which either eliminates or reduces the risk. Where the risk cannot be eliminated, he must apply measures to control the risk and mitigate the detrimental effects of a fire in the following priority order:

**Control Measures:**

- (a). reduce the quantity of dangerous substances to a minimum;
- (b). avoid or minimise the release of a dangerous substance;
- (c). control the release of a dangerous substance at source;
- (d). prevent the formation of an explosive atmosphere, including the application of appropriate ventilation;
- (e). ensure that any release of a dangerous substance is suitable collected, safely contained, removed to a safe place, or otherwise rendered safe;
- (f). avoid ignition sources, including electrostatic discharges, and - such other adverse conditions as could result in harmful physical effects;
- (g). segregate incompatible dangerous substances.

**Mitigation Measures:**

- (a). reduce to a minimum the number of persons exposed;
- (b). avoid the propagation of fires or explosions;
- (c). provide explosion relief arrangements;
- (d). provide explosion suppression equipment;
- (e). provide plant which will withstand explosion; pressures;
- (f). provide suitable protective equipment.

**The 'Responsible Person' must:**

- (e). arrange for the safe handling, storage and transport of dangerous substances and waste containing dangerous substances; and,
- (f). ensure that any condition necessary for ensuring the elimination or reduction of risk, are maintained.



**Article 13:** The '**Responsible Person**' must ensure the premises are equipped with appropriate fire-fighting equipment and with fire detection and alarms. He must, where necessary:

- (a) take measures for firefighting in the premises;
- (b) nominate competent persons to implement those measures - and ensure that the numbers of those persons, their training and the equipment available to them are adequate;
- (c) arrange any necessary contacts with external emergency services.

**Article 14:** The '**Responsible Person**' must ensure that routes to the emergency exits and the exits themselves are kept clear. The following must be complied with:

- (a) emergency routes and exits must lead as directly as possible to a place of safety;
- (b) it must be possible for persons to evacuate the premises as quickly and safely as possible;
- (c) the number, distribution and dimensions of emergency routes and exits must be adequate for the maximum number of persons who may be present there at any one time;
- (d) emergency doors must open in the direction of escape;
- (e) sliding or revolving doors must not be used for exits specifically intended as emergency exits;
- (f) emergency doors must not be locked or fastened that they cannot be easily and immediately opened;
- (g) emergency routes and exits must be indicated by signs;
- (h) emergency routes and exits requiring illumination must be provided with emergency lighting.

**Article 15:** The '**Responsible Person**' must:

- (a) establish and give effect to appropriate procedures to be followed in the event of serious and imminent danger;
- (b) nominate competent persons to implement those procedures in so far as they relate to evacuation of the premises;

**Article 16:** The '**Responsible Person**' must, in order to safeguard the safety of relevant persons arising from an accident, incident or emergency related to the presence of a dangerous substance, ensure that:

- (a). Information on emergency arrangements is available, including:
  - (i). Information of relevant work hazards and hazard identification arrangements;
  - (ii). specific hazards likely to arise at the time of an accident, incident or emergency;
- (b). suitable warning and communication systems are established to enable an appropriate response;
- (c). before any explosion conditions are reached warnings are given and relevant persons withdrawn;
- (d). where risk assessments indicate, escape facilities are provided and maintained.

**Article 17:** The '**Responsible Person**' must ensure the premises and any facilities, equipment and devices provided in respect of the premises under this Order; are subject to a suitable system of maintenance.

**Article 18:** The '**Responsible Person**' must appoint one or more competent persons to assist him in undertaking the preventive and protective measures. Where there is a competent person in the responsible person's employment that person must be appointed in preference to a competent person not in his employment.

**Article 19: The 'Responsible Person' must:**

- (a). provide his employees with comprehensible and relevant information on:
  - (i). the risks to them identified in the risk assessment;
  - (ii). the preventive and protective measures;
  - (iii). the procedures to be followed in the event of serious and imminent danger;
  - (iv). the identity of those persons - nominated by him to implement the fire-fighting measures, and - nominated by him to implement evacuation procedures;
  - (v). the risks notified to him by another responsible person in the same premises,
- (b). before employing a child, provide a parent of the child with comprehensible and relevant information as detailed in the Order.

**Article 20:** The '**Responsible Person**' must provide comprehensible and relevant information, as detailed in the Order, to employers and the self-employed from outside undertakings.

**Article 21:** The '**Responsible Person**' must ensure that his employees are provided with adequate safety training:

- (a). at the time when they are first employed;
- (b). on their being exposed to new or increased risk because of:
  - (I). their being transferred or given a change of responsibilities;
  - (II). the introduction of new work equipment, or a change in the work equipment already in use;
  - (III). the introduction of new technology;
  - (IV). the introduction of a new system of work or a change in the system of work already in use.

**Article 22:** Where two or more responsible persons share, or have duties in respect of, premises they must co-operate with each other and coordinate the measures they are taking to comply with the requirements of the Order.

### **General duties of employees at work:**

**Article 23:** Every employee must whilst at work, comply with the following general duties:

- (a). take reasonable care for the safety of himself and of other relevant persons who may be affected by his acts or omissions at work;
- (b). co-operate with his employer to enable any duty or responsibility imposed by this Order, to be performed or complied with;
- (c). inform his employer of any work situation which a person would reasonably consider represented a serious and immediate danger to safety, and of any matter which a person would reasonably consider represented a shortcoming in the employer's protection arrangements for safety.

### Firefighter's Switches for Luminous Tube Signs:

**Article 37:** Luminous tube signs must be fitted with a cut-off switch (fire fighter switch). This applies to apparatus consisting of luminous tube signs designed to work at a voltage normally exceeding the prescribed voltage, or other equipment so designed. In a case where a transformer is provided to raise the voltage to operate the apparatus, references to a cut-off switch on the low-voltage side of the transformer.

The 'prescribed voltage' means:

- (a). 1000 volts AC or 1500 volts DC measured between any two conductors; or,
- (b). 600 volts AC or 900 volts DC if measured between a conductor and earth;

*No apparatus to which this article applies is to be installed unless it is provided with a cut-off switch. The cut-off switch must be so placed, and coloured or marked as to satisfy the fire and rescue authority and be readily recognisable by and accessible to fire fighters.*

### Maintenance of measures provided for the protection of firefighter:

**Article 38:** All facilities, equipment and devices provided for the use by, or the protection of, fire fighters must be maintained in an efficient state, in efficient working order and in good repair.

End

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<sup>3</sup> <https://www.legifrance.gouv.fr>

**CIVIL CODE****SECTION I****Of Rules Common to Leases of Houses and of Rural Property****Art. 1719**

A lessor is bound, by the nature of the contract, and without need of any particular stipulation:

- 1° To deliver the thing leased to the lessee “and, where the main dwelling of the latter is concerned, a decent lodging” (Act no 2000-1208 of 13 Dec. 2000);
- 2° To maintain that thing in order so that it can serve the use for which it has been let;
- 3° To secure to the lessee a peaceful enjoyment for the duration of the lease;
- 4° (Act no 46-682 of 13 April 1946) To secure also the permanence and quality of plantings.

**Art. 1720**

A lessor is bound to deliver the thing in good repair of whatever character.

He must, during the term of the lease, make all the repairs which may become necessary, other than those incumbent upon lessees.

**Art. 1721**

A warranty is due to the tenant for all vices or defects of the thing leased which prevent use of it, although the lessor did not know of them at the time of the lease.

Where any loss results to the lessee from those vices or defects, the lessor is obliged to indemnify

him.

**Art. 1722**

Where, during the term of the lease, the thing leased is wholly destroyed by a fortuitous event, the lease is terminated by operation of law; where it is destroyed only in part, the lessee may, according to the circumstances, apply either for a reduction in price, or even for termination of the lease. In either case, no compensation is owed.

**Art. 1742**

A contract of lease is not terminated by the death of the lessor or by that of the lessee.

SECTION II

Of Special Rules for Leases of Houses

**Art. 1752**

A tenant which does not garnish the house with sufficient furniture may be evicted, unless he gives sufficient security to answer for the rent.

**Art. 1753**

A sub-tenant is liable to the owner only up to the amount of the price of his sub-lease which he may owe at the time of the seizure, without his being allowed to set off payments made in advance.

Payments made by a sub-tenant either under a stipulation contained in his lease, or as a consequence of the usage of the place, are not deemed to be made in advance.

**Art. 1754**

Repairs incumbent upon the tenant or those of routine maintenance for which a tenant is responsible, unless otherwise stipulated, are those which are considered as such by the usage of the place and, among others, the repairs to be made :

To fireplaces, back-plates, mantelpieces and mantelshelves;

To the plastering of the bottom of walls of flats and other places of dwelling, to the height of one metre;

To pavements and tiles of rooms, where only a few are broken;

To panes of glass, unless they are broken by hail, or other accidents, extraordinary and by force majeure, for which a tenant may not be made responsible;

To doors, windows, boards for partitioning or closing shops, hinges, bolts and locks.

#### **Art. 1755**

None of the repairs deemed as incumbent upon a tenant may be charged to tenants, where they are occasioned only through decay or force majeure.

#### **Art. 1756**

The cleaning of wells and that of cesspools are charged to the lessor, unless there is a clause to the contrary.

#### **Art. 1757**

A lease of furniture supplied to garnish a whole house, a whole main building, a shop, or all others flats, is deemed made for the usual duration of leases of houses, main buildings, shops or other flats, according to the usage of the place.

#### **Art. 1758**

A lease of a furnished apartment is deemed made by the year where it has been made for so much a year;

By the month, where it has been made for so much a month;

By the day, where it has been made for so much a day.

Where nothing shows that the lease was made for so much a year, a month or a day, the tenancy is deemed made according to the usage of the place.



**Art. 1759**

Where the tenant of a house or a flat continues his enjoyment after the expiry of the lease in writing, without objection on the part of the lessor, he shall be deemed to occupy them under the same conditions, for the term fixed by the usage of the place, and he may not leave nor be evicted except after a notice to quit served according to the usage of the place.

**Art. 1760**

In case of termination owing to the fault of the lessee, the latter is bound to pay the price of the rent during the time necessary for re-renting, without prejudice to damages which may have resulted from the abuse.

**Art. 1761**

A lessor may not terminate the tenancy, although he declares that he wishes to occupy himself the house leased, unless there is a stipulation to the contrary.

**Art. 1762**

Where it was agreed, in the contract of lease, that the lessor may come and occupy the house, he is bound to give notice to quit in advance, at the times fixed by the usage of the place.

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<sup>4</sup> <http://www.loc.gov/law/foreign-news/article/japan-law-on-renting-rooms-in-private-homes-to-tourists/>

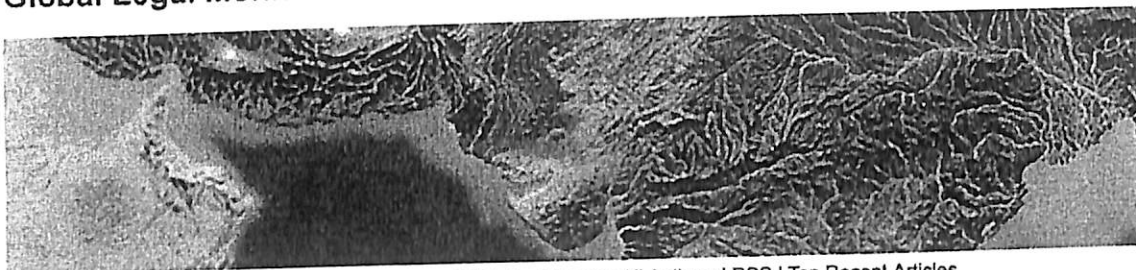
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Japan: Law on Renting Rooms in Private Homes to Tourists | Global Legal Monitor

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#### Japan: Law on Renting Rooms in Private Homes to Tourists

(June 16, 2017) On June 8, 2017, the Diet (Japan's parliament) passed a bill that allows people to rent out rooms of their homes to tourists for profit. The new law, the Home-Sharing Business Act, was promulgated on June 16, 2017. ([Home Sharing Business Act](#), Act No. 65 of 2017, KANPO [OFFICIAL GAZETTE], Extra Ed., No. 128 (June 16, 2017), p. 39 (in Japanese) (scroll down page to view beginning of Act No. 65.)

#### Background

The Hotels and Inns Act requires persons who operate hotels and inns to obtain permits from the government and imposes other requirements as well. ([Hotels and Inns Act](#), Act No. 138 of 1948, amended by Act No. 47 of 2016, art. 3, E-GOV (in Japanese).) Persons who repeatedly rent rooms in their homes to strangers in exchange for money are subject to the Hotels and Inns Act. ([Q & A on Home Sharing Services and Hotels and Inns Act](#), Q4, Ministry of Health, Labour and Welfare website (in Japanese).)

However, many individuals have reportedly been engaging in this business without permits and, because some renters make noise at night, neighbors have opposed the operation of such businesses in their neighborhoods. ([Home Sharing Law Enacted, Report Is Required, May Be Enforced January 2018](#), NIKKEI (June 9, 2017) (in Japanese).) The new law eases the regulation of those home-sharing businesses and will provide a legal framework for their operation. (*Id.*)

#### The New Law

Under the new law, people who wish to rent out rooms in their homes must report each property used as a home-sharing business to the prefectural government that has jurisdiction over the properties. (HomeSharing Business Act, art. 3.) Individuals who have a criminal record, have a record of previous violations of relevant laws, or who are gang members are prohibited from conducting a home-sharing business. (*Id.* art. 4.)

Home-sharing business operators must explain to their guests the need to suppress loud noises and observe certain other norms in order to avoid disturbing neighbors. The explanation must be given to foreign guests in the relevant foreign language. (*Id.* art. 9.) The Act also states that home-sharing business operators must respond to complaints from neighbors promptly. (*Id.* art. 10.) Home-sharing business operators must periodically report the number of days that guests stayed and other matters to the prefectural governor. (*Id.* art. 14.) Home-sharing business operators must not rent out their rooms for a total of more than 180 days per year. (*Id.* art. 2, ¶ 3.)

Prefectural governors can order home-sharing business operators to take measures to improve their business operation. If a business violates such orders, the governor can suspend the operation of the business for up to one year. (*Id.* art. 16.) In addition, violators of the Act may be subject to criminal sanctions. (*Id.* arts 72-79.)

Agencies that provide home-sharing contracts, such as Airbnb, must register with the Tourism Agency of Japan. (*Id.* art. 46.)

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Topic: [Commerce](#), [Tourism](#)

Jurisdiction: [Japan](#)

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<https://www.loc.gov/law/foreign-news/article/japan-law-on-renting-rooms-in-private-homes-to-tourists/>