

# ACCREDITED LETTINGS SCHEME

## CODE OF STANDARDS



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# INTRODUCTION

The purpose of the code is to enable landlords and tenants to agree a set of undertakings about how they wish to do business with one another. The code also seeks to promote good practice and management within the private rented sector. All properties currently fully registered within the Houses in Multiple Occupation Registration Scheme will automatically be passported into membership of this scheme.

The criteria in the code have been chosen to reflect a balance of common sense obligations and responsibilities between landlords and tenants. The standards are achievable by landlords and tenants without significant expenditure of time and money and without prejudice to their respective legal rights. In addition to complying with the Code members of the accreditation scheme must comply with all other legal requirements and obligations relating to their properties

Compliance with the code will ensure that:

- Both landlords, tenants and the community enjoy the benefit of good standards of housing management and practice.
- Misunderstandings and disputes are reduced.
- Where problems do occur they are promptly resolved.

The Council will ensure that the fact that a landlord has agreed to comply with the code will be made generally available, and the code and its members will be actively promoted amongst those searching for housing and letting/estate/managing agents.

Adoption of the code by the landlord is voluntary. Making a commitment to abide by the code is a serious matter and a failure to meet such a commitment is a breach of faith.

The Council will review membership annually for the purpose of ascertaining compliance with the code and tenants can complain where they feel a breach has occurred. The Accreditation Officer will have the right to refuse access to the scheme any landlord who does not comply with the requirements of the code and remove any landlord within the scheme who is not complying with this code. Any disputes about this judgement may be raised with the Review Panel.

The names of accredited landlords and properties will be held as a public document. Information showing that a landlord is not complying with the code will be available in the public domain and will remain accessible for three years even if the owner leaves or is removed from the code.

NOTE: For the purposes of the scheme, the term 'landlord' included landlords, owners and managing agents.

## **EQUAL OPPORTUNITIES**

Landlords will ensure that

- 1.01 In the provision and letting of housing and all other associated services and in the letting of contracts for services, no person or group of persons applying will be treated less favourably than any other person or group of persons because of their race, ethnicity, national origin, gender, disability, appearance, marital status, sexual orientation, religion or social status.

## **LEGAL REQUIREMENTS**

Landlord's property must comply with all statutory requirements under Section 604 of the Housing Act 1985.

- 2.01 The property must:
  - Be in a good state of repair and structurally stable
  - Be free from dampness
  - Have adequate lighting, heating and ventilation
  - Have a satisfactory water supply
  - Have satisfactory cooking facilities (the kitchen must be of adequate size and layout to facilitate the preparation of meals without the risk to health or safety)
  - Have a suitable bathroom and WC with an effective drainage systemThe property must not be overcrowded
- 2.02 In addition houses in Multiple Occupation are subject to specific legislation that regulated the level of amenities, means of escape in case of fire and management.
- 2.03 All properties must comply with the Landlord and Tenant Act 1985. Sections 8 & 10 also relate to fitness for habitation.

## **PRIOR TO LETTING**

Landlords will ensure that

- 3.01 All property details are reported accurately without misrepresentation to prospective tenants.
- 3.02 There must be a proper written tenancy agreement. The tenancy agreement must be in clear legible English containing no contractual terms in conflict with any statutory or common law or the terms of this Code.
- 3.03 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants.
- 3.04 Prospective tenants are provided with a copy of any contractual terms under which a property is offered and such terms will indicate clear details of any fees payable in

addition to rent and any arrangements involving tenant guarantors. Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding any contractual terms, during which time the property will not be remarketed.

- 3.05 No monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement except where non-returnable deposits are paid to reserve a property for a specified period of time.
- 3.06 Where any other fees apart from rent are due to be payable to the landlord or agent then the tenant must be made aware of this in advance. Such fees may include administration fees, charges for credit checks etc
- 3.07 A full set of Agreement(s) documents are issued to the tenant(s) at the grant of the tenancy including all necessary documents and supporting evidence required by the Council Housing Benefit Section (Prospective tenants should be encouraged to apply for and have received a decision in respect of a pre-tenancy determination before the tenancy commences. Should a prospective tenant require advice and assistance to complete a housing benefit / council tax benefit application form they should be referred to the Housing Benefits section
- 3.08 If Housing Benefit is paid directly to the landlord and there is an overpayment the landlord may have to repay the overpayment due, subject to the landlord's right to appeal. Where Housing Benefits are paid provide a quarterly statement to inform tenants of their outstanding contribution.  
Landlords should advise their tenants to keep the Housing Benefits Section up to date with any changes in their circumstances. Landlords who are aware of changes must also notify the Housing Benefits Section.  
Landlords should promptly advise Housing Benefits when a tenant leaves their property.
- 3.09 Agreement(s) documents should be written in type size not less than 8 point containing no contractual terms in conflict with any statutory or common law entitlement of the tenant(s) or the terms of this code or the unfair terms in contracts.

## **RENT LIABILITY**

Landlords will ensure that

- 4.01 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payment due to be made during the contract.

## **CHARGES**

Landlords will ensure that

- 5.01 It is clear whether the landlord retains responsibility for payment of water charges, utility charges, council tax and all other charges or whether these charges fall to the tenant(s) to

pay and that this division of responsibility is accurately reflected in the terms of the letting agreement.

- 5.02 Where any service charges are levied by the landlord, such services and charges are properly specified and detailed in the letting contract.
- 5.03 Written receipts are issued for all monies demanded whether for rent, deposit, utility or service charge. Where transactions are undertaken in cash a written receipt will always be provided by the landlord. Where transactions take place by bank transfer and where requested by the tenant an account will be provided at least annually for all monies.

## **DEPOSITS**

- 6.01 A written statement must be provided stating:
- a) how the deposit is held
  - b) by whom
  - c) what the deposit is held for
  - d) who will receive the interest
  - e) the maximum period after the end of the tenancy by which the deposit will have been returned, subject to the resolution of any dispute
  - f) how disputes over the deposit will be resolved

## **IDENTITY AND ADDRESS**

Landlords will ensure that

- 7.01 The name and current registered address of the landlord / agent is stated on the agreement together with the address and telephone numbers of any managing agent or person(s) acting on behalf of the owner.

## **INVENTORIES**

- 8.01 Whether a property is let either furnished or unfurnished, the protection enjoyed by the tenant is the same. If a property is let “fully furnished”, the following should be provided:-

- **Bedrooms:** beds, wardrobe and chest of drawers.
- **Lounge/Sitting Room:** settee, armchairs, dining table and an adequate number of dining chairs.
- **Kitchen:** cooker, refrigerator, adequate storage space, vacuum cleaner.
- **All rooms:** adequate flooring (carpet or vinyl flooring where appropriate) curtains.

- 8.02 To avoid any dispute, a list of the furniture in the property and a schedule of its condition should be provided at the start of the tenancy. Fixtures and fittings should also be included.

- 8.03 A detailed inventory must be completed at the start of the tenancy. The inventory should be carried out where possible in the presence of the tenant. The inventory should be initialled on all pages by the tenant and landlord and signed and dated by both parties on the last page. A copy of the inventory must be given to the tenant.

## **PRE-TENANCY REPAIRS**

Landlords will ensure that

- 9.01 At the commencement of the tenancy or other date mutually agreed with the tenant(s) all obligations on the part of the landlord in regard to the repairs, property maintenance and improvements to the property have been fully discharged. These issues will reflect the obligations given within the Housing Fitness Standard, and the Housing Health and Safety Rating System, once it replaces the Fitness Standard.
- 9.02 Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake improvements should be confirmed in writing.



## **DURING THE TENANCY**

### **ENSURING POSSESSION**

10.01 Landlords will ensure that

10.02 A new tenancy does not commence until an existing tenancy on the property has terminated

### **ACCESS**

11.01 Landlords will ensure that

11.02 Where access is required for routine inspection(s) the tenant receives notification of the date, time and purpose of the visit not less than 24 hours in advance, save in circumstances where issuance of such notice is impractical and that the tenants privacy and entitlement to freedom from unnecessary intrusion is respected.

### **CONDUCT**

Landlords will ensure that

12.01 Business is pursued in a professional, courteous and diligent manner at all times.

12.02 They do not act in such a way as to bring the Accreditation Scheme into disrepute.

### **SCHEME AWARENESS**

13.01 If requested tenants will be given a copy of the Code. This can be obtained from the Accreditation Officer.

### **REPAIRS AND MAINTENANCE**

14.01 Landlords will ensure that

14.02 All dwellings are maintained in a satisfactory state of repair and comply with all relevant legislation

14.03 The following repairs completion performance standards should normally be achieved. Copies of Repair request forms should be issued with all tenancy agreements for the tenants use when reporting repairs. Please find a copy attached at the end of this document. Please photocopy as appropriate.

## **PRIORITY ONE – EMERGENCY REPAIRS**

15.01 Any repairs required in order to avoid a danger to health, risk to the safety of residents or serious damage to buildings or residents belongings

**ACTION** – WITHIN 24 HOURS OF REPORT OF DEFECT – where this is not possible suitable temporary arrangements must be made

## **PRIORITY TWO – URGENT REPAIRS**

16.01 Repairs to defects, which materially affect the comfort or convenience of the resident(s)

**ACTION** – WITHIN 5 WORKING DAYS OF REPORT OF DEFECT

## **PRIORITY THREE – NON URGENT DAY TO DAY REPAIRS**

17.01 Reactive repairs not fully within the above categories

**ACTION** – WITHIN 15 WORKING DAYS OF REPORT OF DEFECT

## **PLANNED PROGRAMMES OF REPAIR/IMPROVEMENT AND CYCLICAL PROGRAMMES**

18.01 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, gutter and window cleaning or exterior or interior painting are carried out with due regard to the convenience of the occupant(s).

18.02 Where a dispute occurs between the landlord and the tenant(s) as to when a repair has been reported then the date on which the repair was reported to the landlord in writing shall be the accepted date.

18.03 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs.

18.04 That contractors and trades persons will remove all redundant components and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.

## **VISUAL AMENITY**

19.01 The exterior of the property including dwellings, outbuildings, gardens, yards and boundaries are maintained so as not to detract from the visual amenity of the area

## **FURNITURE AND STORAGE SPACE**

Landlords will ensure that

- 20.01 All furnishings\* and furniture\* are clean and in a reasonable condition at the commencement of the tenancy and comply as appropriate, with the furniture and furnishings (Fire Safety) regulations.

## **KITCHEN FACILITIES**

- 21.01 Each kitchen contains facilities for the storage, preparation and cooking\* of food which are suitable for the number of occupants using the kitchen.

## **PERSONAL HYGIENE FACILITIES**

- 22.01 An adequate number of suitably located WCs, baths/showers and wash basins are provided with a constant supply of hot and cold water as appropriate for the number of occupants.

## **OVERCROWDING**

- 23.01 Dwellings are not knowingly overcrowded.

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\* Subject to the provision of furnished/unfurnished letting

# **HEALTH AND SAFETY**

## **GAS APPLIANCES AND SUPPLY**

Landlords will ensure

- 24.01 All means of use and supply of mains gas, alteration and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) regulations.
- 24.02 All gas appliances will be serviced annually by a CORGI registered engineer and verification will be given to existing tenants, new tenants on moving in, and made available for inspection by the Accreditation Officer.
- 24.03 All repairs to gas supply pipe work and appliances will be carried out by registered confederation of registered gas installation (CORGI) fitters.
- 24.04 Clear written instructions for the safe use of all central heating and hot water systems will be given

## **LIQUIFIED GAS / PARAFFIN HEATERS AND APPLIANCES**

- 25.01 No form of bottled gas or paraffin heaters will be provided by the landlord as a heating source.

## **ELECTRICAL INSTALLATIONS AND APPLIANCES**

- 26.01 Landlords will ensure that
- 26.02 All electrical systems provided by the landlord are certified as safe by a competent electrician in accordance with the current relevant legislation. A document of verification must be obtained stipulating that the electrical wiring of the dwelling is safe and in satisfactory condition and the timescale within which the next safety check should be carried out. An example of this would be an NICEIC periodic inspection report".
- 26.03 All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with manufacturers' instructions.
- 26.04 All electrical appliances provided by the landlord are functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner. Portable Appliance Testing (PAT) would be one satisfactory manner of ensuring this.
- 26.05 Instructions for the safe use of all electrical appliances (including cookers, space and water heaters fridges and freezers) will be given upon request.

## **LIGHTING AND VENTILATION**

27.01 All dwellings are provided with adequate natural and artificial lighting and ventilation

## **ENERGY EFFICIENCY**

28.01 Landlords will ensure that:

- a) All properties are provided with a minimum, level of energy efficiency measures to include hot water tank and exposed pipe lagging and adequate insulation to roof void areas where appropriate.
- b) Energy efficiency improvements are incorporated where practical into refurbishment schemes.
- c) Tenants are given advice upon request, or sign posted to an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy efficient way using the features provided. The Accreditation Officer can assist with this on request.
- d) A range of grants is available from Energy Companies dependent upon the status of the tenant and the status of the Landlord. The Council also offers support and advice on improvement to energy efficiency. Further information is available through the Accreditation Officer.

## **SPACE HEATING**

29.01 All dwellings must be provided with appropriate space heating.

## **INTERNAL LAYOUT**

30.01 Dwellings or parts thereof must not be let if the internal layout is likely to be prejudicial to health or safety of tenants.

## **FIRE DETECTION AND ALARM SYSTEMS**

31.01 Landlords will ensure that

- a) There is at least one smoke detector (preferably a mains fire detection system which complies with BS5839) located in the hall or landings, prior to the letting of the accommodation, which is fully operational.
- b) A fire blanket is provided in every kitchen.
- c) The risk of fire is greatest in shared accommodation. Accordingly, there are strict requirements for HMO's and you should seek further advice from the Housing Renewal Team (contact details are at the end of this report). All exit routes within a property such as hallways, landings and staircases, so far as they are under the control

of the owner/agent as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire. For further information on these requirements contact the Housing Renewal Team.

## **FIRE SAFETY GUIDANCE**

32.01 Fire safety guidance as supplied by the Accreditation Officer must be supplied to tenants on the commencement of their tenancy.

## **SECURITY MEASURES**

33.01 Landlords will ensure that

- a) They consider, and implement where appropriate, measures recommended by local Crime Prevention Officers. All security measures must be considered in relation to fire safety.
- b) External doors and frames are secure and fitted with a secure locking system.
- c) Ground floor and upper storey windows accessible from ground level are of sound construction and resistant from unauthorised entry.

33.02 Burglar alarms will have a 20-minute cut out and a key holder nominated (if applicable).

## **HYGIENE**

Landlords will ensure

34.01 All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the occupants and should be clean at the commencement of tenancy.

34.02 All floor coverings in kitchens, bathrooms and WCs are capable of being cleaned with suitable domestic disinfectant products.

34.03 All dwellings must be provided with suitable refuse disposal facilities for the number of occupants

# **AT THE END OF THE TENANCY**

## **DEPOSITS**

- 35.01 Landlords will ensure that
- 35.02 Deposits are administered efficiently and reasonably by the landlords or nominee and are not withheld for any other purpose other than for which they were levied.
- 35.03 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy.

## **DISPUTES & COMPLAINTS**

- 36.01 Where disputes between landlords and tenants occur, reasonableness and promptness in dealing with the issue by both parties is the key to the amicable and effective resolution of problems.
- 36.02 Landlords will ensure that
- a) They have a written procedure for dealing with complaints, which is given to each tenant at the start of their tenancy. This should make clear:-
    - The purpose of the complaints procedure
    - How the complaint should be made
    - How and by whom it will be considered
    - How long it will take
- 36.03 Landlords therefore undertake to:
- a) Respond reasonably and promptly to tenants or tenant representation in regard to any complaints or difficulties raised by the tenant(s)
  - b) Make a written response to tenants correspondence or their chosen representative within 14 days.
- 36.04 Ensure that all settlements and or agreements reached are honoured within 14 days of such settlement/agreement being agreed, subject to the provisions of 3.08 to 3.12.
- 36.05 Maintain courteous and professional relations with the tenant(s) during any dispute.
- 36.06 The first stage of any complaint should be a discussion between the landlord and tenant using the landlord's complaints procedure. Where a landlord has few dwellings, the complaints procedure may very short and straightforward. Larger organisations and landlords with more dwellings may need to have more stages in a more formal process.

- 36.07 If an agreement cannot be reached then either party can refer to the Council's Accreditation Scheme Review Panel.
- 36.08 If the complaint is still not resolved then it can be referred to an independent body such as the Independent Housing Ombudsman scheme.
- 36.09 It is recommended that
- Complaints can be made orally or in writing, but if they cannot be resolved by the landlord, they must be put in writing so they can be considered by others.
  - However made, complaints should be formally registered by the landlord so their progress can be tracked.
  - The complaints procedure should be completed as quickly as possible
  - Landlords join the Independent Housing Ombudsman Scheme in order that any complaints that fail to be resolved by the Accredited Lettings scheme, can be referred to the Ombudsman for his consideration.
- 36.10 Where a landlord is found to be in breach of the code, (s)he may be excluded from the Accredited Lettings scheme for a period as determined or indefinitely. This fact will be made public through advertisement.

## **DATA PROTECTION**

- 37.01 All data concerning a landlord's exclusion from the scheme will be fairly and lawfully processed, contain only adequate and relevant information reflecting the details of the exclusion in accordance with the data subject's rights.

## **ADVICE FOR TENANTS**

- 38.0 The principal aim of the code of standards complaints procedures is to resolve complaints efficiently. Before commencing the procedure it is recommended that tenants attempt to resolve any problems by contacting their Landlord in the first instance. Complaint forms should be submitted after lines of negotiation have been unsuccessful. This judgement will in the first instance be made by the Accreditation Officer. In the event of a dispute this matter will be referred to the Review Panel.
- 38.01 If you are a relative or representative of the tenant you must attach written authority from the tenant concerned stating that you are authorised to make a complaint on their behalf.

Complaint forms should be returned to the Accreditation Officer at the address below

## **FURTHER INFORMATION**

For further information regarding the Accredited Lettings scheme please contact:-

**Accreditation Officer**



**Housing Division**  
**Department of Community Services**  
**Town Hall**  
**DARLINGTON. DL1 5QT**  
**TEL: 01325 388515 FAX: 01325 388504**