

# **Renting Accommodation To Students**



**A Guide for Landlords  
Student Accommodation Service**

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## **The Code of Conduct for Private Sector Landlords**

UCLan is constantly striving to improve the learning experience of students studying at the University. This goal includes raising the safety standards and overall quality of accommodation provided to those students through the private rented sector. The Code of Conduct for Private Sector Landlords has been established to help meet this aim. The points in the code have been chosen to reflect a set of common sense obligations and responsibilities. They are achievable without additional expenditure of time and money and without prejudice to legal rights. It is a condition of registration that all landlords agree to comply with the Code of Conduct at all times. By signing the declaration on the registration form you are giving the necessary agreement.

If the terms of the Code of Conduct or any registration criteria are not adhered to or if any information supplied is false, incorrect or incomplete, it will represent a breach of your agreement with UCLan and may result in the withdrawal of services provided to you by Student Accommodation.

Additionally, action may be taken in respect of any loss, damage or expense sustained as a result by the University and/or any tenant(s) and you will indemnify us accordingly.

Compliance with the criteria does not automatically mean that a property will be registered. Student Accommodation is under no obligation to register and advertise any property.

UCLan accepts no liability whatsoever in respect of any loss, damage or expense incurred by landlord or tenant in respect of any property registered.

It is the landlord's sole responsibility to ensure that the property and any agreement entered into meets all legal requirements.

A copy of the Code is enclosed separately in this pack.

# Introduction

Thank you for your interest in UCLan's Private Sector Registration Scheme.

This information pack is intended as a guide for landlords renting or thinking of renting property to students at the University of Central Lancashire. The advice in it is based upon current legal requirements and on the University's long experience in housing matters and landlord/student relationships. If you do not understand any of the guidance you should contact us for advice.

The Student Accommodation Service is located in Vernon Building, Room 301 Vernon Street Preston. Managed by Angela Frodsham, the Private Accommodation Section employs experienced staff whose role it is to assist students looking for and living in accommodation in the private rented sector. This includes providing general advice and information to landlords and prospective landlords. We are open Monday to Friday throughout the year. Our aim is to help all of our students to find suitable accommodation and to look after their housing needs throughout their time at University.

## Thinking of letting a property to students?

### What do students want?

Students generally seek good quality, affordable, centrally heated, furnished houses that they can share with others and which are close to the University campus. The property must be in a good state of repair and decoration, and be centrally heated. It must also conform to all current legislation, details of which are set out in the next section. All rooms must have a fixed heating appliance and should ideally have double glazed windows. Additional facilities such as washing machines, microwaves, freezers, burglar alarms, and the means of connecting to the internet are now considered to be an essential feature in student housing.

Properties situated close to the University are always the most popular. If you are thinking of buying a property specifically for student letting, it is advisable to look within a one mile radius of the University campus – the closer the better.

### Standards & Regulations

All properties must be fit for human habitation and free from substantial disrepair. They must be structurally sound and free from dampness so that neither the personal comfort nor the health and safety of the occupier are prejudiced. This includes dampness caused by a missing or defective damp proof course, any form of disrepair or condensation.

The size and layout of the property will determine which standards will apply, but the following two features are essential:

- A staircase that descends into a hallway where all bedrooms and lounge are accessible from the hall, stairs and landing. If a staircase descends into a lounge or kitchen, structural works will be required and it is likely that the layout will need to be changed to create an enclosed staircase.
- Bedroom sizes must be a minimum of 6.5 square metres if there is a communal lounge. Where there is no communal lounge they must be at least 10 square metres.

- Space standards also apply to non-habitable rooms such as kitchens, according to the number of tenants occupying the property (please refer to the Summary of Standards and Amenity on p.14-17)

Any property that is rented to three or more students is almost certain to be classed as an HMO and for university registration it must comply with the requirements set out in this guide.

Compliance with Building Regulations must be achieved.

### **NB. Properties accommodating more than six students**

This section applies **only** to properties developed **after** August 1<sup>st</sup> 2006. Units of accommodation must contain no more than six tenants. If the property can accommodate more than six tenants, it must be split into self-contained sub units, with each unit accommodating no more than six tenants. If this is not feasible, the property can only be let to a maximum of six tenants. If in doubt, advice may be sought from Preston City Council's Housing Standards Department (Tel: 01772 906520). Landlords may also need to obtain building consent and planning permission.

**NB.** Properties may need to become HMO Licensed – Please refer to the Section on Licensing in this guide.

### **What furniture should I provide?**

A property needs to be fully furnished with carpets and curtains throughout. Please note that the University will ask landlords to remove any polystyrene tiles from ceilings due to their fire hazard. Polystyrene tiles give off poisonous fumes on combustion, so are considered by the University to be unacceptable in properties let to students.

As a minimum, rooms should be equipped as follows:

Bedrooms:

- A good quality single bed and mattress with mattress cover.
- Wardrobe
- Chest of drawers
- Study desk of a good size, with room for a computer equipment and work space.
- Study chair
- Bookshelves or bookcase
- A lock that operates by use of a thumb turn button from the inside.
- Wash basin – if there are 5 or more tenants \* See section Wash basins on p.6

Kitchens:

- Cooker(s)
- Refrigerator(s)

-Freezer(s)

-Kitchen sink (s)

-Adequate work surfaces

-Minimum of one storage cupboard per student (under sink cupboard excluded) i.e. 1 base unit 600mm per person.

-Microwave oven.

In a kitchen, there is no need to provide pots, pans, crockery, cutlery and utensils. Cleaning equipment such as a vacuum cleaner, sweeping brush, mop and bucket should be provided. Whilst it is not essential, washing and drying machines are becoming a commonplace provision, particularly if there is no launderette in the vicinity.

Sitting rooms:

-Coffee table

-One easy chair per student (or equivalent number of settee seats)

Bathrooms:

- Toilet(s)

- Washbasin(s)

- Shower(s) and or bath(s) (most students prefer a shower if only one is provided )

Wash basins

Wash-hand basins should be provided where reasonably practicable in all bedrooms where there are five or more tenants. Ideally all bedrooms should contain a wash-hand basin. Preston City Council can use their discretion regarding the installation of these, but as a guide, would expect you to install them in bedrooms adjacent to kitchens and bathrooms, because these rooms are close to hot and cold water supply pipes and it would, therefore, be reasonably practicable to install them. Also, bedrooms which are remotely situated from the bathroom, e.g. a second floor bedroom, where the bathroom is on the ground floor, should contain a wash-hand basin.

N.B The provision of baths/showers, toilets, sinks, cookers, refrigerators and kitchen storage cupboards need to be in accordance with the standards of amenity and the Housing Health and Safety Rating System for houses in multiple occupation – please refer to summary in this guide (p.11-12)

### **When do students look for accommodation?**

Students can look for accommodation at any time of year. There are particular times of the year when there is a greater demand for accommodation. Students who are living in University owned or leased accommodation (approximately 2200) and students who are looking for new private accommodation will usually start looking between January and March for their next years' accommodation. New first year students who want private accommodation or who cannot be accommodated in University owned or leased accommodation will look in August/early September.

# Registration with the University

## What is the benefit of registering with the University?

The Student Accommodation Service staff have many years' experience in housing and are able to provide an excellent advisory service. We keep all registered landlords up-to-date with all the latest news, issues and other matters that will affect them as a landlord. We do this by sending newsletters and may hold landlord forums from time to time. Tenancy agreements, inventory forms and retainer payment forms and other relevant forms are also available free of charge.

Approximately 17,000 full-time students are enrolled at the University. Those who require private accommodation are aware of the services we offer and the great majority will come to us for information about registered properties and where there are vacancies available.

## UCLan Studentpad Website

Our students are able to search for private accommodation through the UCLan Studentpad website.

An example of some of the information provided to the students is as follows:

- Name and telephone number of the landlord
- Street address of the property available (for security purposes the house number is not displayed)
- Rent per person per week and payment periods (e.g. monthly, per term or per semester)
- Summer retainer per person
- Damage deposit per person
- Length of contract
- Comments detailing how many rooms are available in the property
- Internal photographs of the property
- A brief description of the facilities provided and the location
- There is also a link which shows a street map of the property address.

Registered landlords are given their own passwords so that they can enter the site to change certain details. We find that nowadays there are only a small number of landlords who do not use the internet, however, when necessary we can make amendments for you.

## **I am not currently registered with the University. What is the procedure for registration?**

If you are interested in joining the University's scheme, the procedure is as follows:

- Ensure that you have read all the information in this guide and the Code of Conduct for Private Sector Landlords, so that you are fully aware of the University's requirements.
- Once you are satisfied that your property complies with the requirements, complete the Visit Form and return to the Student Accommodation Service with a cheque for £25 (for one property, and an additional £15 for each additional property). We will contact you to arrange an appointment to visit the property.
- When we visit the property we will inform you whether it is suitable for registration. If the property is suitable, we will give you a Property Registration Card, which you should complete and return to us with the registration fee. If the property is not suitable, we will follow up the visit in writing giving you the reasons why. You will then have the opportunity to act upon this in order to make the property suitable. If the property is generally suitable, but there are some **minor** details which require attention, we may allow you to register on condition that you agree in writing to deal with these by a given date. We will advise you in writing after the visit.

**NB. Properties may be registered at any time between December and the end of June, but re-registration always takes place the following December.**

*Please note:*

The University's Registration Scheme does not incorporate any form of management or letting agency service; it is purely an advertising service. If a landlord wishes to use an agent he/she may register on our scheme if he/she chooses an agent that is prepared to register all the properties they manage as student lets in Preston. This is to ensure health, safety and quality standards are maintained across the service and to prevent the inadvertent direction of our students to properties that may not have been inspected by University Staff.

### **What is the cost of registration?**

To register, the University charges a fee to landlords of £50 for the first property accommodating up to six students and £5 for each additional bed space, whether these are in the same property or several properties. The fee covers administration only and the University cannot guarantee the provision of tenants. We regret also, we cannot add properties to our list unless this fee has been paid in full. The fee is payable initially on registration and each January thereafter. Once the fee has been paid it is not refundable for any reason (unless there has been a mistake on the University's part). The University is not providing any form of letting agency service and it is entirely for each landlord to satisfy themselves as to the suitability of any students seeking accommodation.

**N.B.** Please note that if during a visit a property is found to give us cause for concern, we will inform Preston City Council or Lancashire Fire and Rescue Service, as appropriate, who may then carry out their own inspection of the property. Payments for visits cover staff time only and will not be refunded if the property does not meet the required standards. We will visit your properties from time to time and in particular when we are requested to do so by students who are experiencing problems with the condition of the property. This will be done by arrangement with the students and we will write to you of our findings. If the problems continue, the students will be advised to contact Preston City Council, or seek legal advice, as appropriate.

We work very closely with Preston City Council and Lancashire Fire and Rescue Service and share information about properties before and after registration so that we can ensure the correct standards are applied to individual properties.

### **I am currently registered but have bought a new property. How do I get it registered?**

You need to contact us and ask us to email/send you a Visit Request Form. When you receive it you should complete the details and send it back with a cheque for the visit charge, which is £15 per property. We will then contact you to arrange a mutually convenient time to visit the property. If it is occupied with tenants you must give at least twenty four hours written notice prior to our visit. If you have not done this, we will not be able to carry out the visit and the payment will not be refunded.

### **About your Documentation**

Student Accommodation will supply copies of all documentation submitted by a landlord to any statutory authority or injured party requesting such documentation in the event of a contractual dispute or claim for false or misleading advertising being brought against the landlord.

If landlords require any documentation held on our files regarding their property, we will provide the information within 20 working days from receipt of the request. Only information relevant to the property will be given. Correspondence concerning any information relating to another person/tenant will not be given, due to the disclosure requirements of the Data Protection Act 1998.

# Landlords' Legal Responsibilities and Property Standards

## Gas

As a landlord, you are responsible for the safety of your tenants. The Gas Safety (Installation and Use) Regulations 1998 deal with landlords' duties to make sure gas appliances, fittings and flues provided for tenants are safe.

You are responsible for the maintenance and repair of flues, appliances and pipework which you own and have provided for your tenants use by a Gas Safe registered engineer. Although there is no prescribed timeframe for these duties, good practice would be the demonstration of regular, annual maintenance checks and subsequent repairs.

You are also responsible for ensuring an annual gas safety check is carried out within 12 months of the installation of a new appliance or flue which you provide and annually thereafter by a Gas Safe Registered engineer. You must keep a record of the safety check for 2 years and issue a copy to each existing tenant within 28 days of the check being completed and issue a copy to any new tenants before they move in.

If appliances are repaired or replaced during the tenancy, a supplementary certificate must be provided. Gas appliances should have clear instructions (and warnings as appropriate) to ensure safe use. It is advisable to fit a carbon monoxide detector close to gas appliances and boilers. Please note that gas appliances may still develop faults even if covered by a gas safety certificate.

If there is a gas meter/supply in the property but no gas appliances, you will still need a Gas Safety Certificate as there is a 'live' supply of gas in the pipes. Otherwise, if you want to avoid the cost of an annual gas safety certificate, the meter must be removed by a Gas Safe registered engineer.

Further information can be found at: <http://www.hse.gov.uk/gas/domestic/faqlandlord.htm>

## Electricity

When renting accommodation, you are by law, considered to be a supplier of electricity. You therefore need to ensure that the electrical wiring, installations and appliances that you have provided are safe and an Electrical Safety Certificate must be obtained from one of the following approved electrical contractors:

NICEIC Group Ltd

NAPIT Certification Ltd

ELECSA Ltd

British Standards Institution (BSI)

BRE Certification Ltd

Electrical Safety in Dwellings (a) Full Compliance Schemes

Electrical appliances must comply with the Electrical Equipment (Safety) Regulations (1994). These Regulations apply to all electrical equipment new or second hand including domestic electrical appliances. The Regulations came into force on 1st January 1997.

The electrical wiring and installations in the property must be checked and certified every 5 years and all electrical appliances over 12 months old should be PAT tested every year, preferably before the beginning of each new tenancy.

\* NB.Landlords should always provide operating instructions for all gas and electrical appliances provided in a property, e.g. washing machines, central heating timers, cookers.

**Gas and Electricity Meters** – If these are situated in a bedroom, the landlord needs to be aware that Transco must be able to gain access at **any** time, and so must all tenants, in the case of an emergency, or if the meters are card operated. Landlords should discuss this with the tenant of the room before occupation and explain that a spare key will be provided in a break glass box for access in the case of emergency when the tenant is absent from the property. If the tenant does not agree to this arrangement, the landlord will either have to re-site the meters, not let the room as a bedroom, or find another tenant who is happy to agree.

## **Furnishings**

All upholstered furniture, including mattresses, three-piece suites, cushioned headboards, scatter cushions, seat pads and pillows, must conform to the Furniture and Furnishings (Fire Safety) Regulations (1988). Since 1988 all new furniture (except mattresses and bed bases) has had to carry a permanent label stating it complies with the fire resistance standards stated in the regulations. These labels are usually on the base or sewn under cushions. If you cannot be sure that furniture meets the regulations, the furniture should be replaced. It is illegal to provide non-compliant furniture and penalties can be very severe.

## **Heating**

In smaller properties, for example, those with less than six students, it is advisable to charge a rent that excludes gas and electricity bills. If you provide an inclusive rent, you must bear in mind that the tenants must have access to the heating controls. Tenants must be able to regulate the temperature within their accommodation. Every bedroom, living room and bathroom must contain a fixed heating appliance capable of heating the room to 21° C when the external temperature is -1° C. There must be efficient heating provision for the whole property. Heating must be affordable.

## **Insulation**

Landlords should ensure the property is well insulated in order to prevent heat loss. Landlords can apply to Preston City Council for a 100% property insulation grant - Tel: 01772 906739.

## **Property Standards**

Nearly every property let to students will be classed as a House in Multiple Occupation (HMO) and standards of amenity will apply to these properties. However, where a property is let to a couple, two students or a family, while it will not be classed as an HMO the standards of amenity will still apply. The University will also require you to provide suitable means of escape from fire. As a minimum; interlinked, mains wired smoke detectors in all habitable rooms; an interlinked, mains wired heat sensor, a fire blanket and a 2 litre multipurpose extinguisher (to comply with BS EN 3-7) in the kitchen; interlinked, mains wired smoke detectors at the top and bottom of the staircase; locks, on final exit doors and bedroom doors, must be able to be opened from the inside of the room without the use of a key, and as a landlord, you must also carry out your own risk assessment to ensure the provision is adequate.

Where the whole of the ground floor of a one/two bedroom property is completely open plan or where the staircase descends into a room you are advised to contact The Student Accommodation Service or Housing Standards for further information and advice.

A summary of the standards of amenity can be found on pages **14 to 17**. It is not a complete statement of all the Regulations and Standards. Further details and advice can be obtained from Strategic Housing Services at Preston City Council on 01772 906725, 906520 or 906708.

## **Planning Permission/Building Control**

If you plan to carry out any work on a property it is advisable to check with Preston City Council whether planning permission or building consent is needed.

## **Mortgage**

You must check that your mortgage lender, if applicable, will allow you to let the property.

## **Home Security**

Landlords are asked to consider the safety and security of students who are renting their properties.

To allow an easy escape in the event of an emergency, final exit doors and locks on bedroom doors must be capable of being released from the inside without the use of a key. An acceptable level of security can be achieved by a multipoint deadlocking facility with 3 or more bolts and a thumb turn release, or a BS3621 mortise deadlock with an EN1303 six pin cylinder and thumb turn release. The door frame should be a solid construction and any glazing should be toughened or laminated and a minimum of 6.4mm thick. Wide-angle door viewers and door chains on front doors are advisable. Any new doors should reach the security standard of PAS24.

It is becoming increasingly common for landlords to protect their property and the occupants with an intruder alarm. Rear entrances and vulnerable areas such as rear yards and hallways should ideally be fitted with security lighting, preferably operated by means of a photoelectric cell (dusk to dawn), or by a PIR sensor.

Further advice on security measures can be obtained from a Crime Prevention Officer at Preston Police Station (01772 209793)

## HMO Licensing

Since April 6<sup>th</sup> 2006, under the Housing Act 2004 Part 2, certain rented properties have had to become licensed by Preston City Council. Properties that meet all the rules below MUST, by law, obtain a licence:

**Rule One:** is that the property must have five or more occupants.

**Rule Two:** is that the occupants must not be a family household – five or more students are definitely NOT a family household.

**Rule Three:** is that the property must have three or more storeys. (For the property to be classed as three storeys, each storey must be used by the tenant in some way. So, for instance, if you have a basement or cellar where the gas meter is kept but otherwise it is unused, this will not count as a third storey. If, however, your tenants have full access to the basement, e.g. if there are freezers or laundry facilities, or even storage in the basement, it could be classed as a third storey. If you have attic rooms this will be classed as a further storey, unless they are completely blocked off and inaccessible.

Some properties that do fall in the category above will NOT require a licence, namely, properties that are wholly self-contained. That is if one or two students (forming a single household) have exclusive use of their own kitchen and bathroom facilities that are not shared by another person or household. These properties may become subject to licensing at a later date.

Large halls of residence built before 1992 may need a licence, particularly if there are shared facilities – e.g. a shared gym, common room or laundry.

The Council must maintain a register of licensed HMOs for the public to view. The licence holder must be a 'fit and proper' person and there must be satisfactory management arrangements. If you operate without a licence you will be committing a criminal offence and could receive fines of up to £20,000. Also, without a licence, your tenants can legally claim back their rent payments through a Rent Re-payment Order and Housing Benefit can also be withheld. Tenants can then occupy the accommodation rent-free until a licence is obtained, and the landlord cannot legally evict the tenants.

**It is the responsibility of the landlord to contact Housing Standards at Preston City Council to apply for licensing. If you are in any doubt about whether your property requires a licence, please contact Housing Standards. Tel: 01772 906520/906725/906708.**

## Summary of standards of amenity for Houses in Multiple Occupation and non-HMOs

For a full copy of the standards please contact Preston City Council's Housing Standards Section

<b>HMO Category</b>	<b>Houses occupied as flatlets, bedsitters and rooms which are fully self-catering with some degree of self containment (i.e. BEDSITS)</b>	<b>Houses/flats occupied on a shared basis normally by students, fully self-catering possibly not needing planning permission and not self-contained. (i.e. SHARED HOUSES). Units of six persons max.</b>	<b>Non HMO - Properties let and occupied by one person/two people, a couple or a family i.e. as a single household. (i.e. FAMILY ACCOMMODATION)</b>
<p><b>Personal Washing Facilities and Toilets</b></p> <p>Not to be located in kitchens, and no toilet to open into kitchen.</p> <p>All to have constant supplies of hot and cold water.</p> <p>Externally located toilets are not acceptable.</p> <p>Walls, floors, ceilings to be easily cleaned. No carpets.</p>	<p>Where all or some units of accommodation do not contain bathing and toilet facilities for exclusive use of each individual letting:</p> <p>a) Where there are 4 or fewer occupiers sharing those facilities, there must be at least one bathroom with a fixed bath/shower and toilet (which may be situated in bathroom)</p> <p>b) Where there are 5 or more occupiers sharing those facilities there must be: (i) one separate toilet with wash hand basin for every 5 sharing occupiers and (ii) at least one bathroom (which may contain a toilet) with fixed bath/shower for every 5 sharing occupiers.</p> <p>Where 5 or more occupiers every bedroom MUST contain a wash hand basin.</p>	<p>1 – 4 persons: Wash hand basins (WHB) not required in bedrooms.</p> <p>At least 1 bathroom and 1 toilet – these may be in the same room.</p> <p>5 persons: 1 WHB required in each bedroom where practicable, plus 1 bathroom and 1 separate toilet with WHB.</p> <p>6 – 10 persons: 1 WHB required in each bedroom, plus 2 bathrooms AND 2 separate toilets with WHBs (but one toilet may be contained within one of the bathrooms)</p> <p>11 – 15 persons: 1 WHB required in every bedroom, plus 3 bathrooms AND 3 separate toilets and WHBs (but the WHBs can be contained within 2 of the bathrooms).</p>	<p><b>Wash hand basins (w.h.b.)</b></p> <p>1 w.h.b. located so that all occupiers can access them without passing through another bedroom.</p> <p><b>Baths/Showers</b></p> <p>1 bath/shower located so that all occupiers can access them without passing through another bedroom.</p> <p><b>Toilet</b></p> <p>1 toilet located so that all occupiers can access it without passing through another bedroom.</p>
<p><b>Kitchens and power points</b></p> <p>Walls, floors and ceilings must be easily cleanable. No carpets.</p>	<p>Shared kitchens for single person occupancies no more than one floor distant. Maximum 6 persons per kitchen.</p> <p>1 power point for electrical cooker plus 2 power points plus 1 for each additional household sharing</p>	<p><b>As A</b></p> <p>Up to 5 persons - one cooking appliance, one food storage facility and one sink will be acceptable.</p>	<p>1 power point for electrical cooker plus 2 power points above work surface.</p>
<p><b>Refuse storage and disposal</b></p>	<p>Sufficient refuse storage containers in a cleanable location</p>	<p><b>As A</b></p>	<p><b>As A</b></p>

	with suitable access for collection.		
<b>Cooking</b>	2 rings or hot plate with grill and oven for 1 person or 4 rings with grill and oven, not to be shared by more than 4 persons.	2 rings or hot plate with grill and oven for 1 person.  If 5 or less sharing a 4-ring cooker with grill & oven. PLUS 1 microwave oven.  If 6- sharing a 4-ring cooker with grill & oven PLUS a convection microwave oven with grill, or 2 x 4-ring cookers  If more than 6 sharing:  2 rings or hot plate with grill and oven for each user or a 4-ring cooker with grill and oven for 3 persons sharing.	Four rings or hot plates with grill and oven.
<b>Food storage/preparation</b>  Space below sink in a sink unit not acceptable as a food store. All work surfaces to be fixed, impervious and able to be cleaned properly	Each letting to have:  Refrigerator min of 0.13 cubic metres  Dry goods store min of 0.3 cubic metres  Can be located within a letting or partitioned storage for each household in a shared kitchen.  Worktop of 0.6 square metres minimum per letting.	5 or less persons sharing:  1 Refrigerator min of 0.13 cubic metres  1 Dry goods store min of 0.3 cubic metres  6 persons or more, each letting to have:  Refrigerator min of 0.13 cubic metres  Dry goods store min of 0.3 cubic metres  Located in the letting or lockable compartment in the shared kitchen  Worktop of 0.6 square metres minimum per letting.	Refrigerator min of 0.13 cubic metres with its own electrical socket adjacent to it.  Worktop of 0.6 square metres minimum
<b>Disposal of waste water</b>	Each letting to have separate sink with drainer or separate bowl inside each unit or, ratio of 1 sink:3 occupancies in shared kitchens.	<b>As A</b>  Where less than 5 persons, 1 sink sufficient in shared kitchen	A sink unit with a single bowl and drainer.
<b>Water Supply</b>  Hot water to be minimum 50°C	A supply of cold drinking water to the kitchen and each washing point	<b>As A</b>	<b>As A</b>
<b>Natural lighting</b>	All habitable rooms to have a glazed area of window 1/10th of the floor area of room. Ideally windows to be double	<b>As A</b>	<b>As A</b>

	glazed.		
<b>HMO Category</b>	<b>Houses occupied as flatlets, bedsitters and rooms which are fully self-catering with some degree of self containment (i.e. BEDSITS)</b>	<b>Houses occupied on a shared basis normally by students, fully self-catering possibly not needing planning permission and not self-contained.</b>  <b>(i.e. SHARED HOUSES) Units of six persons max.</b>	<b>Non HMO -</b>  <b>Properties let and occupied by one person, a couple or a family i.e. as a single household.</b>  <b>(i.e. FAMILY ACCOMMODATION)</b>
<b>Space heating</b>	Fixed heating appliance in all habitable rooms of safe and efficient design with sufficient output to adequately heat the rooms to 21°C when external temp is -1°C.  Portable paraffin and LPG not acceptable. Solid fuel in exceptional circumstances.	<b>As A</b>	<b>As A.</b>
<b>Artificial lighting</b>	All parts to be provided with electrical lighting.	<b>As A</b>	<b>As A</b>
<b>Ventilation</b>  Where bottom opening windows fitted a high level wall vent should be provided to prevent condensation.	All habitable rooms to have a openable window 1/20 <sup>th</sup> of floor area of room and at least 1.75 metres above floor level.  Other rooms to have same as above or mechanical extract ventilation giving 3 air changes per hour. Ideally windows to be double glazed.	<b>As A</b>	<b>As A</b>
<b>Space standards</b>  In rooms with sloping ceiling, the floor area will only be measured to a point where the ceiling height exceeds 1.5 metres  Underground rooms used as habitable rooms must comply with Council's guidance notes 'Standards for Underground Rooms'.	<p style="text-align: center;"><b>One person Occupancy</b></p> <p>One roomed unit: with kitchen facilities                      13 sq. mt.  with separate shared kitchen                      10 sq. mt.</p> <p>2+ roomed units: each kitchen                      4.5 sq. mt.  each living/kitchen                      11 sq. mt.  each living room                      9 sq. mt.  each bedroom                      6.5 sq. mt.</p> <p style="text-align: center;"><b>Two person Occupancy</b></p>	<p style="text-align: center;"><b>One person unit</b></p> <p>Each bedroom with separate shared living room 6.5 sq. mt.  (without separate living room 10 sq. mt.)</p> <p style="text-align: center;"><b>Two person units</b></p> <p>Each bedroom with separate shared living room 11 sq. mt.  (without separate living room 15 sq. mt.)</p> <p style="text-align: center;"><b>Common Living Rooms</b></p>	Based upon the number, size of rooms and the age of the occupiers. For further advice please contact the Strategic Housing Services at Preston City Council.

	<p>One roomed unit: not normally suitable for 2 or more persons</p> <p>2+ roomed units: each kitchen 5 sq. mt.</p> <p>each living/kitchen 15 sq. mt.</p> <p>each living room 12 sq. mt.</p> <p>each living/bedroom 14 sq. mt.</p> <p>each bedroom 10 sq. mt.</p> <p><b>Three person Occupancy</b> - contact Strategic Housing ServicesSection at Preston City Council</p> <p><b>Shared kitchens</b> - 3 sq. mt. per person using</p>	<p>Kitchens: 1 - 5 persons 6 sq. mt.</p> <p>6 - 10 persons 9 sq. mt.</p> <p>Dining kitchens: 1 - 5 persons 9 sq. mt.</p> <p>6 - 10 persons 15 sq. mt.</p> <p>Living rooms do not include kitchens or kitchens/dining rooms</p>	
<b>Means of escape from fire and other fire precautions</b>	<p>Means of Escape from Fire in Houses in Multiple Occupation will apply.</p> <p>(summary follows)</p>	<p>Means of Escape from Fire in Houses in Multiple Occupation will apply.</p> <p>( summary follows)</p>	<p>For the purposes of University registration, means of escape from fire are required – please refer to page 9 of this guide</p> <p>If the property has more than one self-contained flat - <b>Same As A</b></p>
<b>Gas Safety</b>	All gas appliances and installations to comply with the Gas Safety (Installation and Use) Regulations 1994 (as amended)	<b>As A</b>	<b>As A</b>
<b>Electrical Safety</b>	All electrical appliances to comply with the Electrical Equipment (Safety) Regulation 1994.	<b>As A</b>	<b>As A</b>
<b>Furniture and Furnishings</b>	All upholstered furniture to comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.	<b>As A</b>	<b>As A</b>

**These are guidance notes only and not a statement of law. If you are not sure about your legal position in any respect you should contact the Council.**

## Fire Safety Risk Assessment

The Regulatory Reform (Fire Safety) Order 2005 places a responsibility on landlords (or manager of an HMO) to take reasonable steps to reduce the risk of fire and make sure people can escape safely if there is a fire.

Under the order you must:

- Carry out a fire risk assessment identifying any possible dangers and risks – sources of ignition, fuel and oxygen.
- Consider who may particularly be at risk – people in and around the property, and who may be especially at risk.
- Reduce or remove any risks from fire as far as is reasonably practicable and provide general fire precautions to deal with any possible risk left – you must evaluate the risks, reduce or remove hazards, protect people from fire.
- Make sure there is protection if flammable or explosive materials are used or stored.
- Make a plan for dealing with any emergency and keep a record of your findings – record any action you have taken, discuss and work with other responsible people, inform and instruct relevant people, and provide training.
- Review your findings regularly and make changes when necessary.

You must note that you have to consider everyone who may be in your property at any time – including visitors, contractors or members of the public.

You should provide residents with basic information on fire precautions.

Further information can be found in the Lacors Housing – Fire Safety Guidance at:  
<http://www.lacors.gov.uk/lacors/upload/19175.pdf>

## Means of Escape from Fire for HMOs

The latest guidance is given in the Lacors guide - Housing – Fire Safety, which gives national guidance on fire safety provision in housing:

<http://www.lacors.gov.uk/lacors/upload/19175.pdf> ( or search Lacors Housing Fire Safety)

You should read this guide, as it has been produced to help landlords ensure there is adequate fire safety in certain types of residential accommodation, and this includes accommodation that is rented to students.

Under the Regulatory Reform (Fire Safety) Order 2005, landlords are required to carry out a fire risk assessment on their properties. The Accommodation Office usually has a stock of booklets entitled 'A Short Guide to making Your Premises Safe from Fire', published by HM Government, which we will issue to landlords on request. Alternatively, you can download a copy at: <http://www.communities.gov.uk/fire/firesafety/firesafetylaw/aboutguides/>

The legal onus is on you as a landlord to make your properties safe from fire. You should bear in mind that most students are young people who have been used to living in a family home. Independent living is often a new experience for students, and you must consider their lifestyles when assessing the risks. For University registration purposes, following consultation with Lancashire Fire and Rescue Service and Preston City Council, the **minimum** requirement for University registered shared houses (for three or more persons) is set out below. You must decide whether this provision is adequate in each of your properties, following your individual risk assessment for each property, and in accordance with the Lacors guidance.

### **Minimum requirements for registration**

**You should read the Lacors Guidance in conjunction with the requirements. If in doubt, seek advice.**

**For the purposes of registration, the majority of shared student houses in Preston are classed in the Lacors Guidance as Bedsit – type HMOs.**

**For houses of no more than two storeys, you should read case study D7 in Lacors (Grade D LD2 system)**

**For houses of three or four storeys you should read case study D8 in Lacors (Grade A LD2 system. Call points required)**

**For houses of five or six storeys you should read case study D9 in Lacors (Grade A LD2 system plus secondary means of escape, refer to guidance for details)**

**Bedsits with cooking facilities in bedrooms require extra detection, with both heat and smoke detection, refer to Lacors.**

**NB There are further case studies for accommodation units of other sizes and layouts – refer to guidance.**

The requirements are designed principally to enable occupants to escape to a place of safety and secondly to enable them to control a minor fire before it spreads from its source.

The principal method to enable escape is by provision of a protected route, which would normally include a stairwell, landings and hall, together with any corridors or lobbies leading onto that stairwell or hallway.

#### **Doors.**

- (i) Doors onto the protected route must be half hour fire doors. Fire doors must be installed and maintained in accordance with BS 8214:1990

- (ii) Where these doors are in regular use by occupants, they will be fitted with an approved type of self-closer. (Perko and finger types are not acceptable) Three 100mm (4") butt hinges will be fitted to all doors in the normal size range and these shall be made of a material with a high melting point. Locks must be fitted to study bedrooms but must be able to be opened from within without the use of a key. This also applies to final exit doors (back and front). Intumescent strips will be fitted to all these doors' casings or to the doors themselves. Except for final exit doors and those doors of rooms which open onto a protected inner lobby, the intumescent strips will be fitted with an integral smoke seal. It should be noted that fire alarm provision needs to be correct before installing intumescent strips/smoke seals .
  
- (iii) Fire doors will be a good fit to frame with 2 - 4mm gaps. 8mm gap beneath the door is acceptable. There should be no gap between smoke seal and door or casing. The door must latch positively when closed.  
Gaps around door casings and voids adjacent to locks should be stopped with intumescent or other suitable approved non-combustible material.
  
- (iv) Where doors serve only rooms such as storerooms (not normally accessible to tenants) or store cupboards, boiler rooms, etc., a door closer may not be necessary. Fire doors which are routinely kept locked should be labelled 'Fire Door – Keep Locked' on the outside.

## **Walls, Floors and Ceilings.**

### Compartmentation -

The spread of fire and smoke must be restricted from one unit of accommodation to another.

- (i) Walls adjacent to the protected route will be half hour fire resisting. Floors and ceilings should be either concrete or, a floor/ceiling in which the floor is tongued and grooved, the joists are of adequate strength and the ceiling is 12.5mm plasterboard. Plasterboard joints should be supported by noggins, the boards fixed at 150mm centres along joists and noggins, and the joints scrimmed and skimmed. Where existing floorboards are not tongued and grooved and gaps exist, the floor should be covered by hardboard or thin plywood.

Where walls are timber studded, the minimum stud size will be 75 x 50mm and both faces will be in 12.5mm plasterboard finished as indicated above.

There is a range of additional ways to achieve half hour protection and Housing Standards Officers will be happy to discuss these with you.

- (ii) Party walls in loft or attic areas must be built up to the roofline to provide one-hour fire protection.
  
- (iii) To give half hour fire resistance, glazing on the protected route will be by the use of minimum 6mm wired glass in panes not exceeding 1.2m<sup>2</sup>. In fire doors, this glazing

is only permitted over 1.1m from the floor. Below this height, glazing must be heat insulated. Guidance is available on acceptable beading.

- (iv) Any structural steel must be protected to provide appropriate fire protection.

### **Other Issues on the Protected Route.**

(i) Bathrooms, w.cs and shower rooms opening onto the means of escape, which have natural light and ventilation extraction, will **not** need to meet the requirements for fire protection unless they contain an electric bar heater or a large linen storage cupboard, or other risk items.

(ii) Gas and electricity meters located on the protected route must be re-located or be fully protected by half-hour fire resistant construction; made lockable with keys issued to tenants or relevant persons and bearing the British Standard symbol "Fire Door Keep Locked".

(iii) Built in cupboards on the protected route must be provided with half hour fire protection or removed or permanently fixed shut by e.g. securing with substantial screws. If kept in use, they must be made lockable with keys issued to tenants or relevant persons and bearing the British Standard symbol "Fire Door Keep Locked".

(iv) Gas and electrical appliances, and unprotected cupboards, wardrobes, etc. and storage of any kind are not permitted on the protected route.

(v) Avoid trip hazards on escape routes e.g. computer cables

(vi) Escape stairs must be at least as wide as the doors leading onto them.

(vii) Any openings around pipes, services and ducts which pass through fire resisting construction must be fire stopped with materials of at least the same level of fire resistance as the structure itself. Cables must be enclosed with fire resistant casing. For properties serving a maximum of fifty people, horizontal escape routes must be minimum 800mm.

### **Basements and Cellars**

Please refer to the guidance within the LACoRS document

NB – Due to the complexities of basements and cellars it may be necessary to seek advice from Housing Standards at Preston City Council or Technical Fire Safety Department of Lancashire Fire and Rescue Service.

## Emergency Lighting

Emergency lighting will usually be required, unless there is good natural lighting on the protected route, **and** the protected route is illuminated by an external source (e.g. a street lamp) in the event of an electrical power failure within the property in the hours of darkness. The protected route from the exit doors of bedrooms to final exits must be covered by emergency lighting to comply with B.S.5266. In some instances, emergency lighting will also cover specific habitable rooms.

## Fire Alarm System

If you are in doubt about what system to provide you should seek advice from Preston City Council or Lancashire Fire and Rescue Service.

- (i) In large properties (e.g. halls of residence and large residences) it is normally necessary to provide separate alarm systems to protect on the one hand, the means of escape and on the other hand, the individual lettings (e.g. study bedrooms). This combination has been found to be most effective in achieving the balance between life safety and the need to avoid false alarms.
- (ii) In properties of ground and first floor levels with no floor exceeding 200m<sup>2</sup>, (i.e. most shared houses) interconnected mains wired smoke alarms are acceptable. Detectors must meet B.S.5446. Typically alarms will be located in each hallway and landing and in each protected corridor and each bedroom. An interlinked heat detector must be located in each kitchen. The whole installation must meet B.S.5839: Part 6 and must achieve 75 dBA at the bed head and 65 dBA (or 5 dBA above ambient sound levels; whichever is the higher).
- (iii) Manufacturers place limitations on the numbers of their Part 6 smoke alarms which may be interconnected. The electrician must ensure compliance with manufacturer's guidance and compatibility of alarm fixtures where elements produced by more than one manufacturer are installed.

Guidance on suitable power supplies may be found in B.S.5839: Part 6. In all cases where card or coin operated electricity meters are fitted, the power to the fire alarm must be independent.

- (iv) When specifying smoke detectors, it is essential to choose a type of detector that will not be prone to false alarms. Failure to consider this issue may lead to tenants damaging or decommissioning fire alarm systems due to the frustration caused by frequent false alarms. In most cases, and certainly where cooking is undertaken in close proximity to a smoke detector (e.g. bed-sit type accommodation) you are advised to specify optical (sometimes referred to as photoelectric) type smoke detectors. Most modern detectors have a 'hush' facility which allows the detector to be silenced for a pre-set time, typically ten minutes, whilst cooking takes place. Experience has shown that this deters the occupant from tampering with the device.

- (v) Further false alarm avoidance may be achieved by siting detectors remote from the potential cause of false alarms (e.g. by siting the detector on the opposite side of the room to cooking equipment). In all cases the detector should always be installed in accordance with the manufacturers fitting instructions.

## **General**

- (i) Where a building has an area of more than 200m<sup>2</sup> on any storey, two escape routes should be provided.
- (ii) A maintenance logbook **must** be kept by the person having control of the building and must contain details of maintenance, testing, fire incidents advice and training and this must be made available to Housing Standards Officers and fire officers on request.
- (iii) The internal arrangements of accommodation must be such that it is not necessary to pass through an area of higher risk when leaving. E.g. from a bedroom through a kitchen or lounge; or; a staircase leading down into a kitchen and/or a lounge.
- (iv) In addition to the above, the Council has a number of guidance notes covering particular aspects of these requirements. These are available on request.
- (v) Fire-fighting equipment will be provided in the following locations:
  - Kitchens – a 1m<sup>2</sup> fire blanket, to comply with BS6575 and to be mounted approximately 1.5m high and a 2 kg dry powder extinguisher conveniently located away from and on the escape side of the cooker.
  - At the head of the stairs on each storey and close to the external exit door – a 6 litre multi-purpose extinguisher to comply with BS EN 3-7. Extinguishers must be tested and maintained on an annual basis in accordance with BS 5306-3 and with the manufacturer's instructions.

Note: The above extinguishers, while they will meet the requirements in most houses in multiple occupation situations, will not be appropriate in all. It is, therefore, important that landlords carry out their own fire risk assessment to ensure that extinguishers match anticipated need.

Note: This is a guidance note and not a statement of law. If you are unsure of your legal position, you may approach one of the Housing Standards Team, Strategic Housing Services of Preston City Council, Lancastria House, 77/79 Lancaster Road, Preston, PR1 2RH, telephone (01772) 906520, 906725 or 906739. [www.preston.gov.uk](http://www.preston.gov.uk)

You may also contact the Lancashire Fire and Rescue Service (01772) 556506.

Alternatively, seek legal advice.

## Fire Safety in Private Halls of Residence

The following notes apply to any private landlord who wishes to register a hall of residence with the University:

- A Building Regulations Completion Certificate must be provided as proof that the hall has been built (in the case of new build), or modified (in the case of alterations), in accordance with the requirements of the most current Building Regulations. Failure to produce such certification would indicate that a particular building design and/or construction has failed to achieve one (or more) essential criteria which the Regulations require to safeguard the health and safety of persons in and around the building.
- Landlords must undertake to positively assist the Student Accommodation Service and members of UCLAN staff involved in the discipline of students in the investigation of students whose behaviour may be in breach of the Regulations for Students, particularly where student behaviour has prejudiced the safety of other students (for example, repeated wedging of fire doors, blocking means of escape, deliberately disabling smoke detectors, covering fire alarm sounders, discharging fire extinguishers etc).
- In certain circumstances it will be necessary to provide 24 hour on-site security. This will normally depend on the number of residents, but any hall with more than 100 residents is likely to be considered by the University large enough to warrant this. From the Fire Authority perspective, 24 hour on-site security significantly improves the standard of fire safety in that, in the event of an incident, staff are immediately present to ensure the following:
  - i. All students evacuate on actuation of the fire alarm.
  - ii. A back-up 999 call can be made confirming the details of the incident. In the event of a genuine fire this is vital to ensure the appropriate number of fire appliances are mobilised (only one appliance is mobilised to calls generated purely by automatic fire alarms).
  - iii. A competent person is available to meet the Fire Service on arrival and provide critical information (nature and location of fire, whether any persons are unaccounted for, best access points etc).
  - iv. The fire alarm is reset on completion of the incident.
- Smaller halls of residence may not be required to provide 24 hour on-site security, but there should still be rigorous systems in place (documented and available for audit) to show that the landlord has considered the issues and determined an achievable method to ensure the functional requirements of the above bullet points can be met.

## Housing Health and Safety Rating System (HHSRS)

The Housing Health and Safety Rating System is a system for assessing the health and safety risks in dwellings, and is designed as a replacement for the current fitness standard (section 604, Housing Act 1985 as amended). The system is a risk assessment process which covers 29 different hazards such as temperature – excess cold or excess heat, dampness, sanitation, drainage, domestic hygiene, gas, electricity, security and protection against accidents. The HHSRS is the principal tool used to assess fire safety standards. When your property is inspected by a Preston City Council Housing Standards Officer, it will be assessed using the HHSRS rating system. If there are any hazards which present a significant risk (i.e. above average) to human health or safety, enforcement action can be taken to make you reduce the risk. For further information, please visit the website for the Department of Communities and Local Government: [www.communities.gov.uk](http://www.communities.gov.uk)

## The Management of Houses in Multiple Occupation Regulations 2006

These regulations apply to both the managers and residents of HMOs and came into force in April 2006. They relate to the proper maintenance and general management of the property.

The “Manager” is the person managing the HMO, and under the Housing Act 2004, this person must by law supply his/her name and address and telephone number to all tenants in the property. These details must also be prominently displayed in the property.

The full statutory instrument can be found on the following web page:

[www.opsi.gov.uk/si/si2006/uksi20060372en.pdf](http://www.opsi.gov.uk/si/si2006/uksi20060372en.pdf)

### Summary of Manager’s Duties

- **Safety Measures** – All means of escape from fire to be kept in good repair and unobstructed. Fire-fighting equipment and alarms to be properly maintained. Clear signage for means of escape. Protection against injury of tenants design faults, structure and number of occupiers in the HMO. Make roofs and balconies safe or prevent access altogether while they are unsafe. Any windows at or nearly at floor level to be safeguarded against falls.
- **Water Supply and Drainage** - All means of water supply and drainage (for example, supply pipes, taps, w.cs, baths, waste pipes and drains) to be in a good state of repair, clean and in good order. Water fittings liable to frost damage to be protected. The manager must not unreasonably cut off the supply of water.
- **Gas and Electricity** – Ensure there is full certification – see sections on Gas and Electricity in this guide for requirements. The supply of gas or electricity to any resident shall not be unreasonably cut off.

- **Common Parts, Fixtures, Fittings and Appliances** - All parts of the house in common use and toilets, baths, sinks, washbasins, cookers, etc. are to be kept in a good state of repair, clean and in good order (including lighting on staircases and at entrances). Common parts of the house such as staircases, passageways, entrances (including entrance doors, porches and steps) are to be kept free from obstruction, and handrails and banisters are replaced or provided where necessary. Any stair coverings provided are safe and secure. Windows to be kept in good repair. All common parts to be fitted with light fittings (e.g. light bulbs) that are available at all times by tenants. Fixtures, fitting and appliances to be kept in safe and good working order (this does not include those that belong to the tenant). Yards and forecourts, gardens, boundary walls, fences and railings to be kept in good, clean and safe condition. All entrances, passageways, corridors, lobbies, porches, balconies, halls and steps (whether in use or not) to be kept clean and free from litter.
- **Living Accommodation** - To be clean and habitable at the beginning of a tenant's occupation (this includes all furniture belonging to the landlord). The structure of any letting, the windows and the installations in the accommodation for the supply of gas, water and electricity and for space heating and heating water and for sanitation are to be kept in good repair and proper working order.
- **Waste Disposal** – Manager must ensure sufficient bins available for the number of tenants in the HMO and provide suitable storage space for these. Arrange for disposal of refuse as may be necessary.

### **Summary of Duties of the Residents**

Residents are required to take reasonable care not to hinder or frustrate the work of the Manager. Residents must:

- allow the Manager at all reasonable times to enter rooms (provided at least 24 hours' notice has been given except in the case of an emergency) for any purposes connected with carrying out their duties;
- give the Manager when requested, any information they reasonably require for the purpose of their duties;
- comply with arrangements made by the Manager regarding means escape from fire, other fire precautions.
- take reasonable care not to damage anything that the Manager is obliged to keep in repair.
- store and dispose of litter and refuse in accordance with arrangements made by the manager.

**General** – The manager is not required to authorize anything to be done or take any action on any matter that is the responsibility of the local authority or any other person other than bring the matter promptly to the attention of the authority or person involved. This also applies to matters concerning the water supply or the supply of gas and electricity.

**Penalties and enforcement** – A manager or resident who fails to comply with the Regulations, commits an offence under section 234(3) of the Housing Act 2004, which is punishable on summary conviction with a fine not exceeding level 5 on the standard scale (currently £5,000).

### **Refuse and Recycling**

It is important that you instruct students living in your property on how to dispose of waste correctly, particularly now that recycling bins are provided in Preston. The Student Accommodation Service frequently receives complaints from the general public about waste piling up in and around properties that are occupied by students, and under the Management Regulations the landlord has a duty to manage this matter properly. If the Council impose any fines regarding poor management of refuse, these will be placed on the manager of the HMO and not the tenants.

The Council will only provide one grey refuse bin, per council tax property, to HMOs, and so if this is inadequate (bearing in mind recycling bins are provided free) you should provide additional bin space by purchasing a commercial waste contract. Please contact 01772 906275 for more information.

Preston City Council has produced a document called Refuse and Recycling Information for Students and Landlords, which gives advice on these subjects. Copies are available on request from the Student Accommodation Office.

## Contracts

Landlords use *Assured Shorthold Tenancies* when letting a property. Assured Shortholds can either be for a fixed term or open ended. If there is no term specified in the contract then a landlord will not be able to obtain possession until after a minimum period of six months has elapsed unless there are grounds for possession. For a fixed term of an Assured Shorthold Tenancy to be valid, a landlord must specify a commencement and end date of the fixed term. The University's Accommodation Contract is currently for 42 weeks. This period includes the Christmas and Easter vacations. (Registered landlords are informed of term dates by newsletter) Failure to provide a written statement of the main terms of the contract now constitutes a criminal offence under the Housing Act 1996. The Student Accommodation Service therefore strongly advocates written agreements and has devised a simple to use form for this purpose. These are available free of charge to registered landlords.

A few basic rules about Assured Shorthold Tenancy Agreements:

- Both tenant and landlord are legally bound to the terms of such an agreement unless the terms are legally invalid or unreasonable. Therefore, be completely clear about your obligations before drawing up a contract.
- Your tenant cannot leave the accommodation before the fixed term (if specified) has expired without your agreement unless there is a break clause included in the contract. Equally, you cannot obtain possession against your tenant prior to the end of the fixed term or initial six months where there is no fixed term specified or it is invalid, unless he/she is in breach of the terms. In such instance you will have to issue correct notices and apply to the courts for a possession order by establishing grounds existing under the Housing Act 1988 (amended 1996).
- Joint Tenancies where students are "jointly and severally" responsible for the rent for the whole property are not acceptable for student accommodation. Your agreement should clearly state which specific room you are allowing each student to occupy, (e.g. Bedroom 2), with all students having use of the common parts (e.g. bathroom, kitchen, lounge).
- The tenants are entitled to the "quiet enjoyment" of the property. This means that as a landlord you are required to give the tenant at least 24 hours' notice in writing and arrange a mutually convenient time to visit the property. By law this is part of the contract that is made between tenant and landlord whether it is stated or not and whatever sort of contract has or has not been signed.
- Keep a signed copy of the agreement and issue one copy to each of your tenants.
- If you agree to let a room to a tenant without meeting them i.e. via telephone, e-mail, post or fax, the Distance Selling Regulations 2000 may apply which gives the tenant a right to cancel the agreement. For more information please contact us.

*Please note*, Contracts are strictly between the landlord and the student. The University cannot be held responsible for any arrears or damage caused by the student(s).

## **Rents, Retainers, Inventories, Deposits and Utilities**

### **Rents**

You will have to decide the rent level that you think is appropriate but the Student Accommodation Service can advise you if you wish. Rents in Preston for a room in a shared house are typically between £55 and £70 per week depending upon the overall quality and facilities. Electricity and Gas are normally the responsibility of the students. With regard to water rates, it is for the landlord to decide whether or not to include these in the rent. Our advice is to include un-metered water in the rent, but if a house has a water meter, the tenants should open an account themselves.

Landlords of larger properties are advised to have an inclusive rent i.e. including gas and electricity. N.B. The Council's standards specify that heating and hot water must be available 24 hours a day.

In our experience we have found that communal areas in larger properties suffer from less wear and tear damage where there is a regular cleaner. You may therefore want to include a weekly cleaning charge into the rent and add a clause to the tenancy agreement that the property will be cleaned at stated times/dates, and that cleaners will enter the property in order to do this.

### **Retainers**

A retainer is a sum paid by the tenant to the landlord to hold a property prior to occupation or re-occupation. Normally, in the case of returning students (i.e. not first year students), this is paid over the summer vacation. In return for the payment of a retainer the Landlord will ensure that the property is available for occupation and in a clean and habitable condition on the date the tenancy commences. The storage of the tenant's personal belongings during the retainer period is by agreement with the landlord. Providing that the Landlord is able to offer the accommodation for occupation on the date the tenancy is due to commence, the retainer payment is non-returnable, even if the student decides not to, or is unable to, take up the tenancy. The level of the retainer is at the landlords' discretion but rates are normally about one quarter of the rent or £150 for the whole period (10/12 weeks). The Student Accommodation Service advises that retainers are set as low as possible. Students will simply postpone house searches until August if retainer levels are considered to be too high. This could have an effect on Council Tax, because if no retainer has been paid for the summer vacation period, you will have to pay.

If any students wish to stay in the property during the summer period, and if you are happy to allow this, you must inform the student(s) beforehand about whether the full weekly rent is payable or whether you are willing to offer a reduced rate for this period. Any agreement must be in writing.

## Damage Deposits and Tenancy Deposit Schemes

Under the Housing Act 2004, the government is introducing Tenancy Deposit Schemes to protect deposits paid by tenants. This came into force on April 6<sup>th</sup> 2007. **All** deposits paid in relation to any Assured Shorthold Tenancy Agreement made on or after this date **must** be safeguarded by a scheme that is approved by the government.

Details can be found on the following website:

[www.communities.gov.uk/index.asp?id=1152035](http://www.communities.gov.uk/index.asp?id=1152035)

A damage deposit is a sum paid by a tenant to a landlord to offset costs which may arise during the period of the tenancy which are over and above reasonable wear and tear. Deductions may be made from damage deposits for damage and additional cleaning required after the tenants have vacated, and for any unpaid rent. They may not be used to offset unpaid utility bills which are a direct matter between the tenants and the suppliers. You should clearly establish with your tenants at the outset what you will and will not make deductions for. A comprehensive inventory should be signed by both parties when the tenancy is signed to avoid later disputes over deductions. Sample inventory forms are available from Student Accommodation Services. All deductions should be clearly itemized and, where applicable, receipts provided. On the tenant's vacation of the premises it is recommended that a joint inspection is carried out. Refunds must be made to tenants within four weeks of departure.

### Inventories

It is essential for the landlord to provide a detailed inventory for each tenant at the beginning of the tenancy. This must be agreed and signed by both parties. Inventory forms are available free of charge from Student Accommodation Services to all registered landlords.

By signing an inventory, both tenant and landlord are in agreement about the condition of all the decoration, fixtures and fittings within a property. If an inventory is not provided, landlords will have difficulty in claiming for damages through the tenancy deposit dispute service at the end of the tenancy. You should take photographs of all rooms before the tenants occupy the property, and take further photographs of damage caused, because these will help in any claim through the dispute service.

You should try and include on the inventory the make and model of items (furniture, white goods etc) and keep purchase receipts. If you do not, any money that is awarded to you is likely to be a compromised value, rather than the actual value, of the goods that have been damaged.

Keys must appear on the inventory. In a recent case the landlord tried to claim for missing keys. As no reference to keys was made on the inventory, the landlord failed in his claim.

If you are claiming for damages in excess of the value of the deposit, you will not be able to do this through the dispute service, who will only deal with the actual amount of the deposit. Landlords must seek legal advice if they wish to consider pursuing the tenants for the balance.

## Utilities

In smaller properties, landlords usually prefer to charge a rent that excludes gas and electricity, and have the students open their own accounts. This means that the students themselves need to regulate how much gas and electricity they use and pay accordingly. On occasion, when student tenants have not settled their final accounts upon vacation of the property, the landlord has had the problem of dealing with the utility companies. We advise landlords to use a **Utilities Form**, available from the Accommodation Office on request, where students give details of their home addresses and authorize the landlord to forward their personal details to the utility companies should they leave without paying the bills.

## Television Licences

Students living in HMOs require individual television licences if they have televisions in their own bedrooms. If they only have one television between them, which they watch in a communal area, only one licence is required, which they usually purchase between them. Students who watch television on their laptops, computers, and mobile telephones will almost certainly need a licence also.

If you as the landlord provide a television for the tenants to use, it is your responsibility to make sure the address has a valid television licence. The tenancy agreement should state who is responsible for purchasing the licence(s). Ultimately, if your property is unlicensed, both you and your tenants are responsible and either one of you could face prosecution and a fine of up to £1,000.

Students requiring more information about use of televisions in their own rooms should be referred to the published guidance at: <http://www.tvlicensing.co.uk/information/students.jsp>

## Energy Performance Certificates (EPCs)

An Energy Performance Certificate provides a rating for the energy performance of a home from A to G, where A is very efficient and G is very inefficient. The EPC shows two things about the property: - the energy efficiency rating (based on how much the property would cost to run), and the environmental impact rating (based on how much carbon dioxide is released into the environment from the property). The rating is based on factors such as age, layout, construction, heating, lighting and insulation. A recommendation report forms part of the certificate, suggesting how the property could be run more efficiently.

On October 1<sup>st</sup> 2008, it became a legal requirement for landlords to provide Energy Performance Certificates for properties when a new tenancy commences. However, this is only applicable if a property is self-contained. A certificate is **not** required when a tenant rents a room and shares facilities and each tenant has an individual tenancy agreement with the landlord. Nearly all properties that are registered with UCLan are let on this basis, so it is unlikely you will need to obtain a certificate **unless** you rent a property to a family or two individuals using a single tenancy agreement, or if you decide to sell the property.

If you do require an EPC you need to employ an accredited Domestic Energy Assessor. Details of accredited DEAs can be found at [www.epcregister.com](http://www.epcregister.com)

## **Council Tax**

### **Term-time**

If the whole property is let to full-time students, the property will be exempt from Council Tax for the academic year i.e. from September to May. If any of the occupants are not full-time students, the property will be liable for Council Tax. Where Council Tax does become liable, the landlord will be responsible for paying this (unless the property is not an HMO, and then the tenant is liable). Instances where Council Tax will become liable include where students fail to provide the University with their term time address, when a student ceases to be a student and still lives in the property, or when a student changes from being a full-time student to part-time. The only way to recover Council Tax in a multiply occupied house is through rent. Therefore, the rent set at the commencement of the tenancy needs to reflect this risk.

### **Summer Vacation**

During the summer vacation, a 90% charge will be payable unless:

- The property is unoccupied and unfurnished; or
- Retainer payments have been made by students to cover the summer vacation period. (Proof of payment and a copy of the tenancy agreement will be required). Retainer payment forms that are suitable for submitting to the Council are available from the Student Accommodation Service on request.

For example, if your property is occupied by final year students whose courses finish in May and you are unable to secure students to take-up occupation before the summer vacation, 90% of the Council Tax will be liable for the summer vacation if the property is taken by students in September.

The University now provides Preston City Council with lists of all full time students, so students do not normally need to provide landlords with exemption certificates.

Landlords should complete a Student Exemption Form (available from the Student Accommodation Service) and send it to the Council Tax Department along with copies of the tenancy agreements. The Council will cross check these details with those they have received from the University. Copies of receipts for summer retainers paid must also be supplied to gain exemption for the summer period.

If the tenant is a student from elsewhere, he/she will have to obtain an exemption certificate from his/her own University or college.

Please note that if a student has not updated the University with his/her term-time address, the Council may write to you stating that Council Tax is due. If this happens, you should ask the student(s) concerned to obtain an exemption certificate from the 'i' in Foster Building. Take a copy of the certificate for your records and forward it to the Council Tax office to gain exemption.

## **Income Tax**

The Student Accommodation Service recommends that landlords and prospective landlords should always contact the Inland Revenue or a qualified accountant in order to obtain specialist information and advice.

If you rent a property to students, any money you earn from this is classed as 'unearned income' and will be liable for income tax.

Please note that under the provisions of section 18A Taxes Management Act 1970, H.M Inspector of Taxes may make formal requests to educational institutions to provide information on private properties registered with them for letting to students together with addresses of their owners.

## **Insurance**

The owner of the property is responsible for insuring the building, fixture, fittings and any other furniture and contents provided. Insurance companies need to be made aware that the property is going to be let to students and also that it may not be occupied during vacation times.

The student tenants are responsible for insuring their own personal belongings.

## **Accommodation for Students with Families**

We often need to help students with families to find accommodation. These are sometimes single parents and other times couples with children. Accommodation that is rented entirely to members of one family is not classed as an HMO, so if you have a property which is non-compliant with the HMO standards and it would be difficult to make it so (eg. where the staircase descends into a kitchen or lounge), you may wish to consider renting to these families. We would still be able to register your property and advertise it as being suitable for families or couples only.

## **Lodgings Accommodation**

There is always a small but steady demand for lodgings accommodation, which is where a student lives with a homeowner. Lodgings are normally offered on a self-catering basis, but a few homeowners include the provision of breakfast and evening meal. Students require a single study bedroom of their own, but they share the communal areas of the house with the homeowner. Lodgings accommodation is often popular with overseas students as they feel they can improve their English by living in a 'family' environment.

Please note that to be classed as lodgings accommodation, the student must be classed as part of your own household and needs to share the communal areas of the house. In some circumstances you may turn your home into an HMO (e.g if you have separate facilities, or if you take in two or more students on a self-catering basis), and you would have to make it comply with the appropriate standard. If in doubt, please ask us or a Housing Standards Officer for advice.

If you are interested in finding out more about lodgings accommodation for students, please contact us and we will send you some specific information.

## **Accommodation for University Staff**

The Student Accommodation Service has some demand from members of staff for good quality accommodation that is close to the University, but occasionally they prefer a more rural location. We do not inspect or register properties that are offered for staff, but we will be pleased to keep property details on file and pass them on to any member of staff making enquiries.

The type of accommodation requested by staff varies, depending on whether they require short or long term accommodation, and whether they are single or have a family. It is unlikely that accommodation for staff would be considered to be a house in multiple occupation, so if you have a property which is non-compliant with the HMO standards and it would be difficult to make it so (eg. where the staircase descends into a kitchen or lounge), you may wish to consider this as an alternative to letting to students. However, the demand for staff accommodation is unpredictable and we cannot guarantee that we could find you a tenant. If you would like to know more about letting to staff, or have a property you would like to offer, please contact us.

## **Access for More**

The University is committed to providing the widest possible access to people who would like to study here and to remove any barriers to those with disabilities.

For those who need accommodation, we have a number of rooms in our own halls of residence that have been adapted for students with disabilities. However, not all students want to live in halls, especially when they have lived there for their first year and made friends with other students who wish to live off campus in a house for their second year.

We would like our students to have a wider choice of accommodation to choose from and ask you to bear this in mind when renovating your property.

Under the Disability Discrimination Act 1995, as amended by the DDA 2005, from 4<sup>th</sup> December 2006 you must allow reasonable adjustments to overcome barriers to access. For example, if a student requires a ramp to enter through the front door in a wheelchair, or needs special washing facilities you cannot refuse if the adjustments to your property are seen to be reasonable.

Examples include the following:

- a tenancy agreement in Braille, large print or Easy Read
- a ramp for a wheelchair user
- any special furnishings such as a stool in the kitchen to support the tenant when preparing food, or a raised seat for your toilet
- accessible taps for the kitchen or bathroom
- accessible door handles
- signs (such as fire notices) in large print or Braille
- a doorbell or entry phone system
- painting doors and window frames a darker colour so they can be seen more easily
- equipment to help the tenant access any other facilities available to other tenants, such as a ramp to get into the garden or a wider space in the car park.

## **Frequently Asked Questions**

### **My tenant wants to leave in the middle of the term. Where do I stand?**

Once a fixed term tenancy agreement is signed, both parties are bound to that contract (provided that it is a valid contract and there has been no breach of tenancy). A tenant can leave if a suitable replacement is found, or if there is a clause in the contract allowing them to give notice and leave before the end date of the contract. If a replacement is not found or there is no clause in the contract allowing them to give notice and leave, it is up to you as the landlord whether you hold the tenant to the full length of the contract, part length of the contract or release them immediately. You must make every effort and have a duty to try to find a replacement tenant.

If a tenancy agreement has not been signed or is not valid or there is no fixed term, the tenant can leave by giving you one month's notice.

### **My tenant left without my knowledge and owes me rent. I am not sure where he/she has moved to. Can the University help me?**

The University is bound by the Data Protection Act 1998, and so we cannot divulge any information whatsoever about any student. It is very important, therefore that you ensure you have proof of students' home addresses before contracts are signed, because this is likely to be the only way you can hope to correspond with them.

You must take formal legal action to recover unpaid rent and the Courts will require an address in order to serve notices. The University cannot take any action on your behalf.

If you take students who live outside the UK, you will not be able to recover unpaid rent through the courts. For these students, you should consider granting tenancy agreements where the rent for the whole period is payable at the start of the tenancy.

**I like to keep an eye on my property but my tenants seem to get annoyed when I turn up. Surely it's my house and I can go and check everything's in order whenever I like?**

No. You can only go by giving them at least 24 hours' notice in writing and arranging a mutually agreeable time. Whilst you are the owner of the property, it is the tenant's home and they are entitled to quiet enjoyment of the property. Unless an emergency repair needs to be carried out e.g. burst pipe or gas leak, entering the property without prior notice is harassment and it is a criminal offence.

When you want to check that everything is in order, which you are entitled to do at reasonable intervals, or carry out any routine repairs, you must give the tenants at least 24 hours' notice in writing.

**My student tenant is late with the rent or owes me money. What can I do?**

Sometimes at the start of term, there are delays with Loan and Grant payments which can result in a student not being able to pay the rent as specified. If the student is unable to pay an installment when it is due, you should ask them to pay as much as they can. You can also ask them to provide evidence of this by obtaining a Delayed Loan Payment letter from Student Financial Services, based in the <i>, in Foster Building.

A tenant has to be in at least eight weeks rent arrears before you can start taking any legal action on mandatory grounds. Write to them in the fourth to sixth week informing them that you will commence legal proceedings once they are in eight weeks rent arrears if a mutual agreement is not reached, and highlight the effect of how a county court judgement can cause difficulties in their future life.

Once a tenant is in eight weeks rent arrears you can issue them with a Section 8 notice stating that you will be applying to the courts for possession on the grounds that the tenant is now eight weeks or more in rent arrears. Two weeks after this notice has been served, if the tenant has not paid the rent or left the property, a landlord can start proceedings for possession and recovery of rent arrears using the standard possession procedure. Please seek legal advice before issuing any notices to ensure that the correct notices are issued and served correctly. Cases have been refused where the Section 8 notice to seek possession has been not been filled in correctly or too briefly. Please note that at the time of issuing the Section 8 notice and at the date of the hearing, the tenant must still be eight weeks or more in rent arrears. If before the hearing the tenant pays part of the arrears so that they are now less than eight weeks in rent arrears, you will not be able to seek possession on this ground.

If you do not want to seek possession, you will need to make a claim through the Small Claims Court for any rent or money owing to you.

You need to ensure that you have the tenant's home address so that you have a contact address should the tenant leave owing you money. Due to Data Protection, the University cannot provide any personal details or addresses of students.

**My tenants have left and have not paid the gas and electricity bills and have caused some damage in the property. What can I do?**

If the bills are in the tenants' names, it is up to the utility companies to collect any money owing to them. They will not expect you to pay for the tenants' debts but you can help by giving them the tenants' forwarding addresses (if known) or their home addresses. In order to do this you should use a Utilities Form (available from the Accommodation Office), where the students sign to agree that you will forward their personal details to the utility companies if they leave without paying their bills.

If the bills are in your name you will need to pay these and try to recover any money that is owing to you through the Small Claims Court. You should avoid having bills in your name if at all possible.

We would always advise that if you are charging an exclusive rent (i.e. bills not included) that meter readings are taken and the gas and electricity bills transferred into the tenants' names when they move in.

Fair wear and tear is to be expected when letting a property. However, where there is willful or reckless damage the tenants can be charged for either repairs or similar replacements and the cost claimed from their damage deposits through the tenancy deposit scheme. You will need to ensure that a detailed inventory is completed and agreed with the tenants when they move in, stating the condition of the property, furniture and furnishings provided. Photographs should also be taken before the tenants move in, to show the condition of the property. You will have to prove the tenants have caused damage, and how much this has cost you, in order to claim through the deposit scheme. You should keep receipts for all items of furniture and appliances that you have purchased for the property, as you may need to produce these if there is a dispute.

**How can I make sure my tenants vacate the property at the end of the tenancy?**

Even though the tenancy agreement will have an end date, if the tenants decide not to leave on this date and remain in the property, you cannot evict them without a court order, which can take some months to obtain. It is therefore advisable to issue your tenants with a Section 21 notice, giving them at least 2 months' notice that you require possession. The Section 21 notice can be served at any time during the tenancy period but the date you state you require possession cannot be before the end of the fixed term (i.e. the end date on the agreement). The two months starts when the tenant receives the notice, not when you wrote or posted it. The date you require possession should be on or after midnight on the day the agreement has ended.

You do not have to use a special form for this, although it is possible to buy Section 21 notice, but the notice must state that possession is required under Section 21 of the Housing Act 1988. This could be in the form of a letter. An example is available on request from the Accommodation Office.

**My student tenants have requested to stay on during the summer vacation. I have new students arriving in September. Is it OK to let the current tenants stay during the vacation period?**

You need to ensure that a Section 21 notice is served early enough to allow you to apply to the court for a possession order if the students refuse to leave at the end of the vacation period. Remember that you need to give at least two months' notice, and if you have to apply for a possession order it will take longer to get possession of your property. If you have new student tenants who have signed agreements starting in September, you could find yourself in a difficult position if the property has not been vacated and fully prepared for the new tenants. For a full explanation, please refer to the Department for Communities and Local Government guide, which can be found at <http://www.communities.gov.uk/publications/housing/assuredassuredlandlords>. Alternatively, seek legal advice.

**Can I evict a student tenant if he or she does not move out at the end of the agreement?**

You can only evict a tenant who refuses to leave by obtaining a possession order from the court. You can apply to the court to start possession proceedings as soon as the notice requiring possession (Section 21) expires. You will not have to give any grounds for possession. You cannot apply to the court until you have served the Section 21 notice. For further information please see question above: How can I make sure my tenants vacate the property at the end of the tenancy?

**Can I evict the student tenant as soon as I have a possession order?**

The tenant should leave on the date stated in the possession order. If he /she will not leave, you still cannot evict him/her yourself. You must apply to the court for a warrant for eviction and then the court will arrange for bailiffs to evict the tenant.

**The tenants' neighbours have complained to me about the noise levels from the property. What can I do?**

As a first step, it may be worth writing to the tenants, giving them the opportunity to abate the nuisance.

A landlord can start legal proceedings straight away to evict a tenant if they (or their guests) are causing an annoyance or nuisance to other tenants or neighbours. When you receive a complaint, contact the tenants and explain to them that this type of behaviour is not acceptable and that they risk having their contract terminated. You can advise the neighbours to contact Environmental Health if the problem persists as they can take legal action against someone causing excessive noise levels. If the noise levels occur during the night, they should contact the police.

If you wish to evict the tenants due to the complaints, you can issue them with a notice that you are seeking possession of the property and start legal proceedings immediately. As it is a discretionary ground upon which you wish to seek possession, you will need to prove that the tenants (or their guests) have been causing a nuisance or annoyance. If a landlord ignores the complaints made by neighbours, he himself risks prosecution.

If the matter goes to court, it is likely that the neighbours will be required to give evidence.

Where students are clearly ignoring you and complaints are continuing you should inform the Student Accommodation Service and we will write to the students to remind them about the Regulations for Good Conduct, however the University has no power to interfere with the tenancy agreement that exists between you and the student.

**The house I have been letting to students has a staircase which descends into the kitchen (or lounge). I am aware that this does not comply with Preston City Council's standards for Houses in Multiple Occupation. I am not prepared to change the internal layout, because it would be either very costly or physically unfeasible. Can I continue to let to students?**

Any landlord who lets a property as a House in Multiple Occupation (HMO) needs to be aware that he is responsible for the safety of the tenants. The University requires landlords to be compliant with the Council's HMO standards. Therefore, unless the layout of the property can be altered to meet the current HMO standards, it can only be registered to let to either a family or a couple, who would be considered one household.

**What would happen if I sold the property?**

If a property is sold, any existing tenants and any signed contracts will be protected and must continue under the new owner until the contract ends. A new landlord cannot alter the terms of the contract without the consent of the tenants.

As far as registration with the University is concerned, this will cease when the property is sold and it would be up to the new landlord to decide if he wishes to be considered for registration. If he did, then it would be a matter of starting from scratch and arranging for an Accommodation Officer to visit the property and completing new registration forms.

**If a student vacates my property and leaves some personal belongings behind, am I entitled to throw them away?**

The common law position is that you have a duty to hold the belongings for a reasonable time in case they are reclaimed by the student. There is no statutory guidance on what constitutes a reasonable time and it may depend on the nature of the belongings. These should be stored in a safe place while you attempt to contact the student. If the student does not respond or is untraceable, then you can take steps to sell or dispose of the goods,

after a reasonable period of time and after having written to the student (if you have an address) to give notice of sale or disposal.

The addition of an appropriate clause in the tenancy agreement can strengthen your position in such situations, but the clause must be worded correctly so that it does not contravene the Unfair Contract Terms Regulations (1999). If you need assistance with this, please seek legal advice.

### **Do I need to register a property if it is already let to students for the following year?**

Even if you are going to retain students, we would expect you to register the property every year, for as long as you continue to rent to students. If you do not register then you will be removed from our records and we would have no contact with you. If you ever wanted to re-register your property we would treat you as if you had never been registered and you would have to pay a visit charge for us to come and inspect the property, in addition to the registration fee. We feel that it is far better to have an ongoing relationship with landlords so that they can contact us at any time if they need advice and we can advertise any vacancies that arise during the year. We also keep registered landlords up-to-date with any appropriate housing news throughout the year.

### **I have several houses that I let to students. Do I need to register all of them?**

Yes, we would expect you to register them all. It is not acceptable to us for landlords to register one property and then direct students to other properties they own. We inspect all properties to ensure they are suitable for letting to students, and landlords must sign to confirm that their property complies with all legal requirements when they register. We have found that some unscrupulous landlords register one property that they have made fully compliant with all required standards, and then direct students to other properties they own (or are owned by someone they know), that do not meet the requirements. As this practice undermines the whole ethos of our scheme and the Code of Conduct, we will de-register any landlord who behaves in this inappropriate way.

### **Some of my tenants have complained about problems with the other tenants in the same property. What can I do?**

Landlords have an obligation to ensure all tenants have quiet enjoyment of their accommodation and will therefore need to intervene when required to try and resolve conflict between tenants. In most cases, explaining to tenants that they are all adults and that they have to learn to live together peaceably will solve the problem. Of course, this does not always work and if the tenants cannot reach a solution themselves, you can do the following:

- Arrange a meeting between yourself and all the tenants to discuss the problem.
- Don't become party to any of the issues unless it is evident that someone is in the wrong.

- Explain that they need to reach a solution through discussion and negotiation between themselves so that they can all occupy the property peacefully.

Examples of where you may need to intervene are:

- Noise – it should be made quite clear that excessive noise is unacceptable for other tenants living in the property and for neighbours. If the noise is caused by music/televisions etc, tenants should use head phones or turn the volume down. This matter could be referred to the Environmental Health Officer at the Council, who, in certain circumstances, has the power to seize the offending equipment.
- Lack of cleanliness – if tenants can't resolve cleaning issues you could suggest that you will provide a cleaning service for which the tenants will have to pay.
- Harassment – this is totally unacceptable behaviour. Explain to the tenants that harassment can be a criminal offence and could be reported to the police. Any student who harasses another student could become subject to disciplinary action by the University which could ultimately lead to the expulsion of the perpetrator from the University.

Sometimes when there are problems between tenants that cannot be easily resolved, often due to personality clashes between tenants, landlords are able to move some of the tenants into other properties that have vacancies. However, if you have only one property (or no vacancies elsewhere) you will need to let the tenants know that they have signed a legally binding agreement and if they wish to live in peaceful enjoyment they will have to put their dislikes to one side and make the most of living together for the remainder of the academic year, albeit, as landlord you would have discretionary power to release a tenant from the contract. Alternatively, you could try and find a replacement student tenant (by asking us to advertise the room for you), and if someone is found you could release the tenant from his/her contract.

For problems of a serious nature, when the need arises to seek eviction, you are advised to seek legal advice.

### **Removal of a Landlord from the Registration Scheme**

The University reserves the right to remove a landlord from the registration scheme at any time. The following factors may result in removal:

Any breach in the Code of Conduct

Supplying fraudulent or deceptive safety certificates

Failure to comply with the HMO regulations, as laid out in the Housing Act 2004

Persistent substantiated complaints by tenants which are not resolved by a landlord

**If a landlord is removed from the scheme, no refund of registration fee will be given and students will be informed of the reasons for removal.**

## **Acknowledgements**

The Student Accommodation Service has sought advice from Housing Advisory Services and Housing Standards Strategic Housing Services at Preston City Council, Preston Police and Lancashire Fire and Rescue Service regarding the contents of this booklet and wishes to thank them for their co-operation.

## **Disclaimer**

Every effort has been made to ensure the accuracy of the information given in this guide, but the University cannot accept responsibility for any errors or omissions.

The booklet is intended as a guide only and is not a complete statement of the law. Housing legislation is continually reviewed and it is possible that changes may occur between the date of publication and the date you read this guide. Its contents are without prejudice to legal rights. If you are in doubt about your legal rights or obligations you should seek legal advice.

Student Accommodation will not accept liability for any loss, damage or inconvenience arising as a consequence of any use of Uclan studentpad or information in this guide, nor are we responsible for claims brought by third parties arising from the use of this service or guide.

Registration with the University does not remove the legal responsibilities of landlords, nor does it prevent enforcement action by Preston City Council if a property does not comply with their standards.

Updated: November 2011

## Useful Contact Numbers

Student Accommodation Service	(01772) 892529
Angela Frodsham, Accommodation Services Manager	(01772) 892521
Carol Higginson, Accommodation Officer	(01772) 892517
Preston City Council	(01772) 906000
Housing Advisory Service	(01772) 906413/4
Housing Standards	(01772) 906725
	(01772) 906520
	(01772) 906708
Accreditation and Grants	(01772) 906739
Recycling and Waste Management	(01772) 906274
Commercial Waste Contracts	(01772) 906275
Environmental Health	(01772) 906907
Health and Safety Executive	(01772) 836200
Trading Standards	(01772) 263573
Council Tax	(01772) 906969
Fire Safety Advice	0800 1691125
Citizens Advice Bureau	(01772) 822416
Crime Prevention Officer	(01772) 209793
Preston Police	(01772) 203203
<i>Services</i>	
British Gas (Accounts)	0800 048 0202
Eon (Accounts)	0845 052 0000
United Utilities (Enquiries)	0845 7462200
British Telecom	0800 800 150
Post Office Counters Helpline	0845 722334