

code of standards **2010**

for landlords





University of Brighton

US

University of Sussex



welcome

The purpose of this code is to enable owners and tenants of self-contained property to agree a set of undertakings about how they wish to do business with one another.

Students of both universities are given guidance on how to ensure they treat a property in a tenant-like manner. This code does not apply to owners letting rooms and sharing facilities in their own home.

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the code

1 Equal opportunities

- 1.1 The university has an equal opportunities policy which states that it values diversity and strives to eliminate discrimination. In the provision and letting of housing or associated goods and services for their properties owners must support the university's equal opportunities policy and ensure that all tenants and suppliers are treated respectfully and fairly.

Discrimination on grounds of race (to include colour, ethnic or national origins or nationality), sex or disability may be unlawful as well as representing a breach of university policy and discrimination on the grounds of religion/faith, sexual orientation, appearance marital or social status represents a breach of university policy. Failure to respect the university's commitment to equal opportunities is a breach of this code and may result in landlords being removed from the accommodation register.

2 Marketing prior to letting

Landlords will ensure that:

- 2.1 All property details are reported accurately without misrepresentation to prospective tenants.
- 2.2 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants.
- 2.3 Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to be in plain, intelligible language and include details of any sums payable in addition to rent and any arrangements involving tenants' guarantors.
- 2.4 Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms, during which time the property will not be re-marketed.
- 2.5 Where a "holding deposit" is taken prior to the signing and exchange of any letting agreement, such "holding deposit" will form part of the main deposit when the letting agreement is signed and be protected in an approved tenancy deposit scheme within 14 days where the tenancy is to be an assured shorthold tenancy.
- 2.6 A full set of agreement/s are issued to the tenant/s at the grant of the tenancy written in type size of not less than 8 point containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or terms of this code.

- 2.7 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.
- 2.8 The landlord will clarify whether s/he retains responsibility for payment of water charges, utility charges and Council Tax, or whether these charges fall to the tenants to pay and that this division of responsibility is accurately reflected in the terms of the letting agreement.
- 2.9 Where any service charges are levied by the landlord, that such services and charges are properly specified and detailed in the letting contract.
- 2.10 Written receipts are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit, utility or service charges. Where transactions are undertaken in cash a written receipt will always be provided by the landlord.
- 2.11 The name and current registered address of the landlord is stated on the agreement together with the address and telephone numbers of any managing agent or person/s acting on behalf of the landlord.
- 2.12 Where a property is undergoing refurbishment and the building programme is running late and where this may result in the property not being ready for occupancy, the landlord shall inform the future tenants at the earliest possibility of this likelihood and its consequences for them. In the event that a property is not ready for occupation on the date that the tenancy begins then suitable alternative accommodation will be provided by the landlord or the tenants will be appropriately compensated so that they are still able to live in comparable accommodation reasonably convenient for their place of study.
- 2.13 At the commencement of the tenancy or other date mutually agreed with the tenants all obligations on the part of the landlord in regard to the repairs and property cleaning, maintenance and improvements to the property have been fully discharged, or the tenants will be appropriately compensated.
- 2.14 Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake improvements during the tenancy should be confirmed in writing before the letting contract is entered into (unless the need for repair arises after the letting contract).
- 2.15 Landlords will provide a copy of a current Landlord/Home Owner Gas Safety Record, an Energy Performance Certificate (EPC), a Domestic Electrical Installation Periodic Inspection Report and House of Multiple Occupation (HMO) Licence (where required) to the prospective tenants before the commencement of the tenancy.
- 2.16 A written inventory, providing details of the condition of each item and room, will be provided to the tenants at the commencement of the tenancy period.

3 During the tenancy

Landlords will ensure that:

- 3.1 All statutory notices seeking possession are correctly completed and served on incumbent tenants in good time, in order to minimise delay, inconvenience and hardship to the landlord and incoming tenants if existing tenants refuse to give up possession at the end of their contractual tenancy.
- 3.2 A copy of the current code of standards is provided to all tenants.
- 3.3 Provided that the incumbent tenants continue to be registered students for the following academic year, and provided that they have satisfactorily performed their obligations under the existing tenancy, they are offered first refusal for any subsequent letting of the property.
- 3.4 Where access is required for routine inspections, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance (unless issuing such notice is impractical) and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.
- 3.5 Landlords will use reasonable endeavours to tackle anti-social behaviour and will take a measured response in the light of the circumstances including, ultimately, Court proceedings where appropriate.
- 3.6 Business is pursued by him/her in a professional, courteous and diligent manner at all times.

4 Repairs and maintenance

Landlords will ensure that:

- 4.1 All properties are maintained in a satisfactory state of repair and in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1985.
- 4.2 Under normal circumstances, the following repairs completion performance standards should be achieved:

Priority 1 - Emergency repairs

Any repairs which are required in order to avoid a danger to health or safety of the residents or serious damage to the building or residents' belongings, e.g. flood, gas escape, electric shock, etc. – within 24 hours of report of defect.

Priority 2 – Urgent repairs

Any repairs to defects which materially affect the comfort or convenience of the residents e.g. failure of heating or hot water supply, partial power failure, etc – within 5 working days of report of defect.

Priority 3 – Non-urgent day-to-day repairs

Any reactive repairs not falling into the above categories, e.g. broken light fitting, broken shelf, dripping tap, etc. – within 28 working days of report of defect.

- 4.3 Tenants are provided with a point of contact in case of emergencies and that someone is either available at all times to take the call, or there is an answering service whereby the Landlord will return the Tenant's call within 24 hours.

- 4.4 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, gutter and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants, and after giving proper advance notice (normally 7 days) to the tenant/s.
- 4.5 Where a dispute occurs between the landlord and tenant/s as to when a repair has been reported then the date on which the repair was reported to the landlord in writing (including fax, email or SMS text) shall be the accepted date.
- 4.6 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs or maintenance.
- 4.7 That contractors and trades persons will remove all redundant components and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.
- 4.8 Tenants are kept up to date with the progress of any repairs.

5 Furnishings and facilities

Landlords will ensure that:

- 5.1 Where a property is advertised as furnished, all study bedrooms contain a bed, adequate clothes storage space, a desk, bookshelf, chair and curtains or blinds which are properly hung.
- 5.2 All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire Safety) Regulations (as amended).
- 5.3 All study bedrooms have a minimum of two double electric sockets or equivalent.
- 5.4 Kitchens are suitably located in relation to the living accommodation and are equipped with an appropriate number of electrical sockets, worktops, and cupboards, and have satisfactory refuse disposal facilities; sinks, draining boards, cookers and refrigerator/freezers should be supplied in a ratio of 1 to every 5 tenants.
- 5.5 An adequate number of suitably located WCs, baths and/or showers and wash hand basins are provided with constant hot and cold water supplies and in a ratio of amenities to occupants of at least 1:5.
- 5.6 Where one or more showers are provided, they will be fitted with a tiled surround and a screen (which could be a curtain).

6 Health and safety

Landlords will ensure that:

- 6.1 The property is maintained as a reasonably practicable living environment for students, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Rating System (HHSRS).
- 6.2 All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) Regulations.
- 6.3 All gas appliances will be serviced annually by a Gas Safe Registered engineer. Verification of the gas safety check will be provided to all new tenants at the start of the tenancy, and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants within 28 days of that safety check being conducted.
- 6.4 Electrical appliances and fittings provided by the owner are regularly visually inspected for wear and tear and any defects remedied at the end of every tenancy.
- 6.5 Working carbon monoxide detectors which meet current European and British safety standards ('CE' and 'BS' symbols will be clearly marked on the packaging) will be provided, tested at appropriate intervals, and replaced if they become defective. A detector is needed for each room where a gas appliance is located.
- 6.6 Clear written instructions for the safe use of all heating and hot water systems will be given.
- 6.7 No form of bottled gas or paraffin heaters will be provided by the landlord as a heating source.
- 6.8 At least every 5 years a periodic inspection report of the electrical installations at the property is carried out by a competent person in accordance with BS7671 and made available on request to the university and occupiers. You will need to demonstrate that items coded 1 and 2 in the report have been acted on and comply with BS7671.
- 6.9 All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations.
- 6.10 All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with the manufacturer's instructions
- 6.11 All electrical appliances provided by the landlord are functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner. Appliances are visually inspected annually for wear and tear and any defects remedied.
- 6.12 Instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be given on request.

- 6.13 Properties are not overcrowded and have an appropriate level of amenity for the number of people in occupation. A study bedroom must not be smaller than 70 sq ft unless there is a separate usable living room of at least 70 sq ft. This allows the student occupants to have the choice as to which room they use for sleeping accommodation.
- 6.14 Electrical appliances and fittings provided by the owner are regularly visually inspected for wear and tear and any defects remedied at the end of every tenancy.
- 6.15 If the property has an HMO licence, all conditions attached to the licence are complied with, or complied with by the deadline specified in the licence.

7 Energy efficiency

Landlords will ensure that:

- 7.1 Central heating (or electrical heating) is provided. The heating is to be on a centrally timed system and with the facility to allow the tenant(s) to control the heating.
- 7.2 All properties are provided with a minimum level of energy efficiency measured to include hot water tank and pipe lagging and adequate insulation to roof void areas where appropriate.
- 7.3 Energy efficiency improvements are incorporated, where practical, into refurbishment schemes.
- 7.4 Tenants are given advice, upon request, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided.
- 7.5 Landlords will give a copy of the current Energy Performance Certificate or the reference number to access online, to prospective tenants.

8 Fire detection and alarm systems

Landlords will ensure that:

- 8.1 All properties let to more than 2 individuals are provided with a mains interlinked fire detection system with heat detectors in the kitchen and a smoke detector fitted on each storey of the property and lounge, prior to the letting of the accommodation. The fire detection system should be inspected and maintained on an annual basis.
- 8.2 Each kitchen will be fitted with a fire blanket.
- 8.3 All exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the landlord and agent) will be managed so that they are maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire. All doors situated on an escape route should be close fitting and in good repair.
- 8.4 Each kitchen shall be provided with a quality assured, closely fitting half-hour fire door fitted with an overhead hydraulic self-closer. Each kitchen door shall be fitted with intumescent strips and cold seal smoke seals. Existing fire doors fitted without intumescent strips with cold smoke seals would be acceptable provided that the frame is fitted with a 25mm minimum door stop.
- 8.5 Students are informed of their responsibilities for fire prevention.
- 8.6 Properties let to fewer than 3 individuals, although not required to provide a mains interlinked fire detection system, will have a smoke detector fitted on each storey.
- 8.7 Landlords will carry out a full fire risk assessment of the property before each letting starts.

9 Security measures

Landlords will ensure that:

- 9.1 External doors are of a solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened laminated glass. Where the property contains three or more tenants, all external doors should be fitted with a mortise lock with internal thumb turn allowing escape from the building without the use of a key, either using a five lever mortise lock conforming to BS:3621 or a euro profile mortise lock with cylinder. The door frames should be strong and well secured to the jambs.
- 9.2 All windows accessible from ground levels are of sound and secure construction and are fitted with window locks. Where key operated locks are supplied landlords should ensure that tenants are provided with keys.
- 9.3 Where burglar alarms are fitted they should be fitted with an automatic cut out device that prevents the alarm from ringing for more than 20 minutes. Equipment which has proved to be unreliable or ineffective should be replaced.
- 9.4 Contractors and tenants should be supplied with the code numbers of alarms.
- 9.5 Operating instructions are displayed on, or adjacent to the control equipment, and given to all persons who need to operate them.

10 Hygiene and the environment

Landlords will ensure that:

- 10.1 All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the occupants.
- 10.2 All furnished properties will be provided with a vacuum cleaner and tools in safe condition and good working order, suitable for the size of property and regular use.
- 10.3 All floor coverings in kitchen, bathrooms and WCs are capable of being cleaned with commonly available domestic cleaning or disinfectant products.
- 10.4 Tenants are made aware of who is responsible for the cleaning of communal areas, including common staircases and landings outside of the dwelling, and that these are kept free from rubbish and any obstruction.
- 10.5 All properties are provided with adequate lighting and ventilation.
- 10.6 All properties are provided with refuse disposal facilities sufficient for the number of occupants.
- 10.7 Landlords will ensure that they inform their tenants of the need for proper refuse management and recycling and the date of rubbish collection, together with any special procedure such as where to place the bins and if this is on the highway, the need to return them to the property promptly to avoid causing obstruction.

- 10.8 All boundary walls will be maintained stable and in good repair.
- 10.9 Where a garden exists, the path to and from the external door(s) to the house will be kept in good repair and free from obstruction.
- 10.10 Where a garden or paved area exists this shall be kept in good order and free of waste and litter, so far as is reasonably practicable. Landlords, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter.
- 10.11 Plants and shrubs shall be properly maintained and shall not be allowed to obstruct pavements or other public areas surrounding the property.
- 10.12 Where tenants are expected to maintain the garden themselves, they should be provided with equipment which is fit for the purpose, which has clear instructions on use and which has been checked for safety.
- 10.13 In respect of sections 10.8 to 10.11, neighbouring residents shall have access to and be eligible to use the complaints procedure under sections 13.1-13.4 and the same conditions shall apply, as would to a tenant as outlined in sections 13.1-13.4. A neighbour shall be defined as a resident within the same or adjacent street within 200 metres of the property.

11 Deposits

Landlords will ensure that:

- 11.1 Any deposits taken for an assured shorthold tenancy will be registered with a recognised deposit holder under the Tenancy Deposit Protection Scheme and the tenants will be notified within 14 days which scheme their deposit is registered with.
- 11.2 Deposits are administered efficiently and reasonably by the landlord or nominee and are not withheld for any purpose other than for which they were levied.
- 11.3 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy.
- 11.4 At the end of the tenancy the landlord will agree with the tenant how much of the deposit will be returned. The agreed amount will be returned within 10 days.
- 11.5 Where monies from a deposit have been retained to set off landlords reasonably incurred costs the landlord shall, within a reasonable time of the end of the tenancy provide the tenant/s with a written statement of account and receipts of expenditure (where applicable) providing reasonable details of any and all deductions to the former tenant. If there is any balance due to the tenant/s, it will be paid in accordance with section 11.4, and the account and receipts will be sent at the same time.

12 Other provisions

Landlords will ensure that:

- 12.1 They will respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants.
- 12.2 They make written response to correspondence from tenants or their chosen representative within three weeks.
- 12.3 That all settlements and agreements reached are honoured within three weeks of being agreed.
- 12.4 They maintain courteous professional relations with tenants during any dispute.
- 12.5 They keep tenants' personal information confidential.

13 Complaints

Landlords will ensure that:

- 13.1 Within four weeks of receiving any written complaint from a tenant or local resident (in respect of sections 10.8-10.11 only) or their representative, they will rectify any breach of this code of standards if they accept that a breach has occurred. If the landlord contests the allegation, the landlord will enter into correspondence with the tenant, resident or their representative and attempt to resolve the dispute.
- 13.2 Where an alleged breach is contested and remains unresolved for more than 14 days, or where the landlord does not contest the breach but nevertheless fails to rectify it within 14 days, then the landlord shall recognise the authority of the Tribunal appointed under this code to determine whether the code has been breached and to make recommendation/s to the landlord as to what action needs to be taken, and when, to remedy any breach that the Tribunal considers has been committed, or as to how to proceed in the event that an alleged breach of the code has not been committed.
- 13.3 Where there has been an alleged breach of the Code the universities have the right to suspend any advertisements from the owner during the period of the dispute.

14 Tribunal

- 14.1 The Tribunal will consist of a member of staff from either the University of Brighton Accommodation Office or the University of Sussex Housing Office, an elected representative of either the University of Brighton or University of Sussex Student Union and a registered landlord of the University of Brighton or the University of Sussex who has signed up to this code of standards.
- 14.2 If the Tribunal finds that the code has been breached, and recommends that the landlord carry out any remedial action (or refrains from continuing any action) the landlord will comply with the recommendation/s within the specified timescale. Failure to do so will itself be a breach of the code.
- 14.3 The code administrators and the Tribunal are free to make landlords' breaches of the code public and to draw prospective tenants' attention to them.
- 14.4 The Tribunal will have the authority to exclude any landlord from the code for a period as reasonably determined, if the landlord is in breach of the code.

Notes for tenants:

The principal aim of the code of standards complaints procedure is to resolve complaints efficiently. Before commencing the procedure, it is recommended that tenants attempt to resolve any problems by contacting their landlord in the first instance. Completed complaint forms should be submitted to the Accommodation/Housing office only after all lines of negotiation have been exhausted. In the first instance a member of the University of Sussex Housing Office or University of Brighton Accommodation office will decide whether the tenant has made a reasonable attempt to resolve their dispute with the landlord, and give guidance to the tenant if further negotiation is recommended. Once the tenant has exhausted all reasonable attempts at negotiation, the matter will be referred to a Tribunal to consider at its next sitting which will be within 4 weeks of the date of the referral being received.



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DFv3
February 2010