

code of standards **2010**

for owner occupiers providing
accommodation in their own home





University of Brighton

US

University of Sussex



welcome

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

Compliance with the code ensures that both owners and occupants enjoy the benefit of good standards of housing management and practice.

Adoption of the code is mandatory and any owner found to be in breach may be removed from the **yourstudentpad** website.

Information showing that owners are not complying with the code is in the public domain and will remain accessible for three years even if the owner leaves or is removed from the register.



the code

1.0 Equal opportunities

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), religion, sexual orientation, sex or disability may be unlawful as well as representing a breach of university policy. Failure to respect the university's commitment to equal opportunities may result in landlords being removed from the accommodation register.

2.0 Marketing Prior to Letting Owners will ensure that:

- 2.1 All property details are reported accurately without misrepresentation to prospective occupants.
- 2.2 Study bedrooms contain a bed, adequate clothes storage space, a desk, a chair and properly hung curtains or blinds.
- 2.3 A current Landlord/Home Owner Gas Safety Record is in place.
- 2.4 All furnishings and furniture are clean and in reasonable condition and comply with the Furniture and Furnishing (fire safety) Regulations 1988.
- 2.5 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing occupants.
- 2.6 Interested parties are provided with a copy of any contractual terms* under which a property is offered. These terms must be in plain and intelligible language and make clear the rights and responsibilities of both parties.
- 2.7 There should be a smoke alarm on each floor of the property. If the smoke alarm is battery operated, the battery should be replaced at least annually.
- 2.8 There should be a fire blanket provided in the kitchen.
- 2.9 All exit routes within the property (such as hallways and stairs) are as far as reasonably practical well maintained and free of obstruction.

2.10 The contractual terms to be agreed must outline:

- The full name of the landlord and occupier.
- How much rent is to be paid, when and how often.
- If bills are included with the rent.
- How much notice each side is required to give to the other if either wants to end the agreement.
- What meals and services are provided (if any)
- Whether a retainer will be charged for vacation periods.
- How much deposit is to be paid and what it can be retained for.
- Any house rules which might apply. House rules should be clear, unambiguous and non-discriminatory.

2.11 Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek legal advice regarding those contractual terms, during which time the property will not be remarketed.

2.12 No monies for a deposit or rent must be demanded prior to signing and exchange of any letting agreement. Written receipts must be issued, where requested by a tenant or future tenant, for all monies demanded whether for rent or deposit. Where transactions are undertaken in cash a written receipt will always be provided by the landlord.

3.0 During the period of the agreement owners will ensure that:

3.1 Business is pursued by him/her in a professional, courteous and diligent manner at all times.

3.2 The student's right to privacy is respected. Owners will not enter the student's bedroom without permission except in a genuine emergency.

3.3 Repairs are carried out punctually and effectively with consideration for the occupant's privacy.

3.4 Occupiers have a clear understanding of their permitted use of kitchen facilities (washing machine and fridge / freezer for example).

3.5 The property is maintained free of avoidable and unnecessary hazards (as far as reasonably practicable).

3.6 All gas appliances are serviced and repaired by Gas Safe Register approved engineers.

3.7 All facilities for the storage, preparation and cooking of food are well maintained and easy to clean.

3.8 The occupant has use of an efficient vacuum cleaner.

3.9 The occupant receives instruction on how to operate any domestic appliance they have access to, such instruction to be given on the first day of occupancy.

3.10 The occupant receives instruction on how to operate any heating appliance or central heating system on their first day of occupancy. The extent of control that the occupant has over adjusting heating that affects other parts of the house, will be made clear in the Agreement.

4.0 At the end of the tenancy

- 4.1 Occupants will be issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the agreement to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the occupancy.
- 4.2 Deposits should have been returned following a joint inspection on the day the room is vacated, not later than 7 days from the expiry of the agreement. If money is retained, the owner must provide a written statement of account providing reasonable details of why the deductions were made.

5.0 Management of Disputes

- 5.1 Where disputes between owners and occupants occur reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems. Owners therefore undertake to maintain courteous professional relations with occupants during any dispute.

6.0 Complaints

- 6.1 Where a complaint is made against the owner or occupier, this will be investigated by accommodation staff and wherever possible resolved to the satisfaction of both parties.
- 6.2 When a complaint is contested, the owner will recognise the authority of the Tribunal and its recommendations.
- 6.3 In the event that such recommendations are not followed, then the owner will be deemed to be in breach of the code and removed from the **YourStudentpad** website either permanently or for a designated period of time.

7.0 Tribunal

- 7.1 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.
- 7.2 The code administrators and the Tribunal are free to make landlords' breaches of the code public and to draw prospective tenants' attention to them.
- 7.3 The Tribunal will have the authority to exclude any landlord from the **YourStudentpad** website for a period as reasonably determined, if the landlord is in breach of the code.



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