



## Liverpool Student Homes REGISTRATION YEAR 2012/13

**IMPORTANT: PLEASE READ THIS INFORMATION.**  
**BY REGISTERING PROPERTY WITH LIVERPOOL STUDENT HOMES YOU ARE AGREEING TO ABIDE BY THE TERMS OF THIS CODE OF PRACTICE FOR TENANCIES THAT OCCUR IN THE ACADEMIC YEAR 2012/13.**  
**IF YOU OR YOUR PROPERTY CANNOT COMPLY WITH THESE CONDITIONS THEN YOU SHOULD NOT REGISTER.**

### BENEFITS

- The Universities, Colleges and their respective Student Unions advise all students to choose a Code of Practice property.
- Tenants will know you have given a commitment to quality and service.
- You and your tenants will benefit from good standards of housing management practice.
- Misunderstanding and disputes will be reduced.

### AIMS OF THE CODE

- To improve the quality of accommodation available to students.
- To encourage good practice in management and maintenance.
- To provide an effective marketing tool for landlords who give a commitment to quality.
- To improve relations between students and landlords.

The Code of Practice for Liverpool Student landlords is designed to enhance the quality of relationships between students in Liverpool and their landlords/ladies.

Owners/agents are registered to the scheme and not individual properties. Therefore by registering the owner/agent is committing to the scheme for all of their properties that are let to students.

Owners/agents can apply for an exemption from a particular clause of the Code for any of their properties, but must do so at the time of registration.

The registration of landlord/ladies onto the Code of Practice reflects the desire to enhance the relationship between you and your tenant, by promoting the benefits of good practice in the management of all your properties.

# CODE OF PRACTICE FOR LIVERPOOL STUDENT LANDLORDS

## Section One

### INTRODUCTION TO THE CODE

The code contains a number of common sense undertakings to enable landlord and tenant to agree the way they wish to do business with one another. These undertakings are designed to be achievable by both landlords and tenants without significant expenditure of time and money and without prejudice to their respective legal rights.

To see the full code please refer to section two of this publication. Please read it carefully to decide whether you are able to give your commitment at this stage. For clarification on the clauses and guidance on meeting the standards turn to section three of this book. If you feel that as a landlord/lady you comply with all the clauses of the code, then you may register your property.

**Sanctions will be taken against landlords who sign up to the code and are found to be in breach of its clauses.** This publication contains the details of the sanctions and how breaches of the code are reported.

Section Four of this publication sets out the responsibilities that might be expected from your tenants, **you should be aware that the Code of Practice is not signed by tenants** it is you that is offering a higher level of quality and service. Tenants who breach clauses within the tenant's code will not incur any sanctions under this initiative. Landlords wishing to take action against tenants should use the proper legal process.

We hope that you find this initiative useful and trust that you will continue to work with us to ensure that Liverpool remains an attractive place to study and live. The code will continue to be reviewed on a yearly basis.

## Section Two

### (1) Marketing, the Landlord/Agent will

- 1.1 *provide accurate information and images relating to the property*
- 1.2 *ensure telephone calls are answered at times stated in advertisements*
- 1.3 *offer prospective tenants a viewing of the property, having due regard to the rights of existing tenants*
- 1.4 *ensure that they or their representatives do not approach prospective tenants with the intention of persuading them to view their property/ies within 100 metres of the Liverpool Student Homes office*

### (2) Tenancy Agreement, the Landlord/Agent will

- 2.1 *not demand money before the creation of a letting agreement*
- 2.2 *create an Assured Tenancy unless exempted under Schedule 1 of the Housing Act 1988*
- 2.3 *issue clear written instructions for the payment of rent*
- 2.4 *issue a full set of the agreement/s to the tenant/s at the grant of the tenancy that is written in clear English in a type size of not less than 10 points*
- 2.5 *ensure the letting agreement contains no clauses that conflict with the tenants legal rights or the terms of this code*
- 2.6 *allow prospective tenants a minimum of 24 hours to consider the letting agreement before asking them to sign*
- 2.7 *ensure that the name and address of the landlord or agent acting on their behalf is stated in the letting agreement*

- 2.8 *clearly state who is responsible for the payment of all service charges*
- 2.9 *ensure that the terms of the contract shall only be amended following receipt of the written consent of the tenant/s*
- 2.10 *ensure that any agreed pre-tenancy repairs or improvements should be confirmed in writing and attached to the letting agreement*

### **(3) At the Commencement of the Tenancy, the Landlord/Agent will**

- 3.1 *serve the relevant notices on any incumbent tenant to ensure vacant possession is secured for the incoming tenant*
- 3.2 *ensure that the property is in a good state of repair at the commencement of the tenancy*

### **(4) Financial Arrangements, the Landlord/Agent will**

- 4.1 *not demand money on an unreasonable basis*
- 4.2 *issue written receipts for all cash transactions*

### **(5) Safety, the Landlord/Agent will**

- 5.1 *ensure there is a fully working fire detection system. Where the property has 6 or more bedrooms or comprises of 3 or more floors the system must comprise of inter-linked mains-powered smoke detectors that conform to BS5839 (part 1) and wired into the owners electricity supply*
- 5.2 *ensure that there is the provision of a fire blanket (BS6575) and fire extinguisher (BSEN3) in each kitchen*
- 5.3 *ensure that, where there is a duty, a Fire Risk Assessment is carried out on common areas between each change of tenancy*
- 5.4 *supply the tenants with guidance on the safe use of all cooking and heating appliances*
- 5.5 *ensure that quality assured, closely fitting half hour fire doors with self-closing mechanisms are fitted to kitchens*
- 5.6 *have gas safety checks carried out annually on each property in full compliance with the Gas Safety (Installation and Use) Regulations 1998*
- 5.7 *ensure that, where appropriate, a working carbon monoxide detector is fitted (conforms to British Standard EN50291)*
- 5.8 *have the electrical installation (including wiring, switches and sockets) checked and shown to be in a safe condition and good working order and supported by a certificate from a competent electrician who is a member of a nationally recognised body (eg NICEIC). Any report should recommend how often the installation should be re-inspected, subject to a maximum of 5 years*
- 5.9 *ensure that all electrical appliances supplied are tested and shown to be in a safe condition*
- 5.10 *have an adequate number of electric sockets within each room*

### **(6) Security, the Landlord/Agent will**

- 6.1 *ensure that all external doors are of solid construction*
- 6.2 *ensure that final exit doors and front doors to self contained units be fitted with a five lever mortise deadlock conforming to BS 6321 or BS EN12209*
- 6.3 *ensure that where appropriate a thumb turn release be fitted on a final exit door*
- 6.4 *ensure that external door frames are of strong construction and well secured to jambs*

- 6.5 ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks
- 6.6 ensure that property boundaries are well secured and properly maintained
- 6.7 ensure that, where appropriate, an alleygate key will be available for the tenants at the commencement of the tenancy

### **(7) Repairs, the Landlord/Agent will**

- 7.1 carry out repairs in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1985 and sections 1 and 3 of the Defective Premises Act 1972
- 7.2 carry out repairs within reasonable times
- 7.3 give tenants at least 24 hours notification if access is required to the property and obtain permission before entering, except in the case of an emergency
- 7.4 ensure that all repairs are carried out by a competent tradesperson
- 7.5 ensure that the property is free from all HHRS Category 1 hazards
- 7.6 ensure that the exterior of the property and garden areas are presentable so as not to detract from the overall look of the area

### **(8) Fixtures and Fittings, the Landlord/Agent will**

- 8.1 ensure the property is adequately furnished with items that comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1988, 1989 and 1993
- 8.2 provide adequate space and equipment, with the exception of utensils, for the storage, preparation and cooking of food for the number of occupants
- 8.3 ensure there is adequate floor space within each study/bedroom let
- 8.4 ensure that all study bedrooms contain sufficient furniture (unless the property is an unfurnished let) to properly function for its intended purpose
- 8.5 provide an adequate number of baths and/or showers and toilets suitable for the number of occupants
- 8.6 provide sufficient cleaning apparatus to enable the effective cleaning of the property
- 8.7 provide sufficient waste disposal containers for the number of occupants of the property

### **(9) Deposits, the Landlord/Agent will**

- 9.1 ensure there is a current inventory of contents provided with comments relating to their condition which allows tenants the opportunity to respond
- 9.2 where appropriate protect the deposit under one of the government authorised schemes
- 9.3 provide details to the tenant of the scheme protecting the deposit within 14 days of taking the deposit
- 9.4 provide the tenants with detailed information about the steps they need to take to avoid any part of their deposit being retained
- 9.5 comply with reasonable requests for a joint end of tenancy inspection of the property
- 9.6 comply with all requirements to ensure that all deposits not referred to arbitration are returned within 30 days of the end of the tenancy
- 9.7 give a written explanation to the tenants (including a copy of any invoice where appropriate) if any portion of the deposit is retained

## **(10) Thermal Comfort, the Landlord/Agent will**

- 10.1 ensure there is the provision of a whole house heating system, either by the provision of central heating, or at least one fixed programmable heating appliance in each room*
- 10.2 ensure doors and windows are well fitted to avoid draughts and/or suitably draught proofed*
- 10.3 ensure roof spaces are insulated to a minimum of 250mm*
- 10.4 ensure water tanks and pipes in cold areas lagged and hot water cylinders insulated*
- 10.5 ensure that, where appropriate, an Energy Performance Certificate will be obtained and displayed in the property or shown to prospective tenants*

## **(11) Property Management, the Landlord/Agent will**

- 11.1 display the name and address and a contact telephone number within the property of the owner or their managing agent*
- 11.2 comply with appropriate legal procedures for the eviction of the tenant/s*
- 11.3 ensure that, where appropriate, the property is licensed with the Local Authority and complies with all conditions of said license*
- 11.4 ensure that they co-operate with statutory bodies when dealing with complaints of Anti-Social Behaviour about their tenants*
- 11.5 ensure that there are an appropriate number and type of wheelie bins for the number of occupants of the property and for the bin collections that operate in the area*
- 11.6 ensure that appropriate instructions are issued to tenants to allow them to comply with Local Authority waste management requirements*
- 11.7 ensure that they and their representatives comply with all legal responsibilities and behave at all times in a professional, polite, courteous and fair manner towards their tenants and prospective tenants*
- 11.8 ensure they do not re-direct students who contact them through Liverpool Student Homes, to non registered properties*
- 11.9 ensure they do not re-direct students who contact them through Liverpool Student Homes, to non registered landlords*
- 11.10 ensure they inform LSH as soon as their property is let, so that the advertisement may be withdrawn*
- 11.11 ensure they do not discriminate against prospective tenants or tenants on the grounds of gender, sexual orientation, race, creed, disability or colour*

### **Section Three**

#### **Clause**

#### **Purpose**

#### **Guidance**

## **PURPOSE OF THE CLAUSE AND GUIDANCE**

- 1.1 provide accurate information and images relating to the property.*

To prevent landlords gaining an unfair advantage by misrepresenting their properties to potential tenants.

Any facility advertised should be available for the use of the prospective tenant. If there is any doubt landlords should not advertise the facility. For instance where there is a telephone advertised it should be available for both incoming and outgoing calls. Any photographs, whether external, or internal or image that is used to promote a property, should only be of that particular property.

**Clause** 1.2 *ensure telephone calls are answered at times stated in advertisements.*

**Purpose** To prevent customers wasting their time by making calls that remain unanswered.

**Guidance** Owners should make their best endeavours to ensure that, at the times stated on their accommodation forms, there is someone available to answer the telephone who can deal with the customer or an answerphone message.

**Clause** 1.3 *Offer prospective tenants a viewing of the property, having due regard to the rights of existing tenants.*

**Purpose** To prevent problems caused by tenants taking property, which they have not seen.

**Guidance** Owners should allow prospective tenants a viewing of the property to ensure they can make the best decision, giving existing tenants prior notice of any visit.

**Clause** 1.4 *ensure that they or their representatives do not approach prospective tenants with the intention of persuading them to view their property/ies within 100 metres of the LSH office.*

**Purpose** To avoid any undue pressure or the appearance of undue pressure being put on prospective tenants.

**Guidance** When visiting the LSH office landlords should avoid communicating with prospective tenants unless they are approached first.

**Clause** 2.1 *not demand money before the creation of a letting agreement.*

**Purpose** To prevent an unfair balance of contract being created where the landlord has consideration from the tenant before an agreement has been reached.

**Guidance** A letting agreement is created when agreement has been reached and the terms of the agreement are understood by both sides. It is recommended that an agreement should be considered to be reached at the exchange of written contracts. However it is also recognised that there will be instances where this is impracticable. For instance where, after viewing, a tenant agrees terms over the telephone and contracts are exchanged through the post. Also, in cases where the tenant may wish to pay money to confirm an oral agreement.

**Clause** 2.2 *create an Assured Tenancy unless exempted under Schedule 1 of the Housing Act 1988.*

**Purpose** To ensure landlords and tenants benefit from the protections and responsibilities that come with a tenancy agreement.

**Guidance** Unless the landlord or the form of agreement is specifically exempted under Schedule 1 of the Housing Act 1988 then the agreement should be an Assured Tenancy. Normally the only form of agreement that would not be an Assured Tenancy where the landlord had not been exempted would be a holiday let where the property is rented on a short term basis in between student lets.

**Clause** 2.3 *issue clear written instructions for the payment of rent.*

**Purpose** To allow both parties to budget for the duration of the tenancy.

**Guidance** A schedule of payment should be issued at the commencement of the tenancy or included in the letting agreement.

**Clause** 2.4 *issue a full set of the agreement/s to the tenant/s at the grant of the tenancy that is written in clear English and of a type size of not less than 10 points.*

**Purpose** To ensure letting agreements are understood by as wide a spectrum of the population as possible and to prevent discrimination against partially sighted people. Also, to prevent clauses being overlooked by the tenant by the use of small print. To ensure all tenants have a copy of their contract.

**Guidance** The use of a standard tenancy agreement is recommended to allow tenants to have the comfort of knowing that no vested interest has been involved in its creation.

**Clause** 2.5 *ensure the letting agreement contains no clauses that conflict with the tenants' legal rights or the terms of this code.*

**Purpose** To prevent tenants from being confused as to their true rights and to ensure there is no breach of this code from the creation of the agreement.

**Guidance** The use of a standard tenancy agreement is recommended.

**Clause** 2.6 *allow prospective tenants a minimum of 24 hours to consider the letting agreements before asking them to sign.*

**Purpose** To prevent tenants from signing contracts because they perceive that the landlord is putting them under pressure.

**Guidance** Have ample copies of the proposed agreements available for tenants to consider while considering all other aspects of the property. It should be noted that tenants may not wish to take advantage of the 24 hours allowed.

**Clause** 2.7 *ensure that the name and address of the landlord or any managing agent acting on their behalf is stated in the letting agreement.*

**Purpose** To assist clear communication between landlords and tenants to ensure that disputes are more swiftly resolved.

**Guidance** This is a legal requirement under section 48 of the 1987 Landlord and Tenant Act. Managing agents should also make it clear to tenants that they are responsible for all issues relating to the tenancy and the property to avoid accrediting decisions to the owner of the property.

**Clause** 2.8 *clearly state who is responsible for the payment of all service charges.*

**Purpose** To avoid disputes stemming from a lack of communication around responsibilities.

**Guidance** These responsibilities will be outlined on the Liverpool Student Homes accommodation form but landlords should also include this information in the letting agreement.

**Clause** 2.9 *ensure that the terms of the contract shall only be amended following receipt of the written consent of the tenant/s.*

**Purpose** To avoid disputes as to the contents of the contract.

**Guidance** Should the landlord require an amendment to the contract they should put the suggested change to the tenant/s in writing. Written consent should be obtained before any changes are made.

**Clause** 2.10 *ensure that any agreed pre-tenancy repairs or improvements should be confirmed in writing and attached to the letting agreement*

**Purpose** To avoid disputes in relation to agreements reached at the time the tenancy was negotiated

**Guidance** Where an agreement is reached to carry out any repair or improvement works to the property or to provide additional or new fixtures and fittings prior to the commencement of the tenancy, these should be written in a Schedule of works, with anticipated completion date, that should be referred to within in the contract and signed by all parties

**Clause** 3.1 *serve the relevant notices on any incumbent tenant to ensure vacant possession is secured for the incoming tenant.*

**Purpose** To ensure vacant possession for the incoming tenant.

**Guidance** Landlords should make best use of diaries to ensure that at sign up they pencil in when notices should be served to bring the tenancy to an end. Notices should be served not less than 2 months before the end of the tenancy.

**Clause** 3.2 *ensure that the property is in a good state of repair at the commencement of the tenancy.*

**Purpose** To ensure that all the commitments given by the landlord before the commencement of the tenancy are fulfilled.

**Guidance** Landlords should ensure that in attempting to let the property they do not exaggerate or embellish what is being offered. It is imperative that all promises made to tenants are honoured. In the event of tenants suffering inconvenience due to works being completed whilst the tenants are in occupation or where occupation is delayed, suitable compensation should be agreed.

**Clause** 4.1 *not demand money on an unreasonable basis*

**Purpose** To deter the practice of charging additional fees which do not appear on a landlord's advertisement or which are not the tenants responsibility.

**Guidance** All a landlord's costs apart from damage caused by the tenants should be met from the tenants rental payments. Any other charges should be clearly stated in the property advertisement and the contract and should be directly related to any costs incurred.

**Clause** 4.2 *issue written receipts for all cash transactions.*

**Purpose** To prevent disputes later in the tenancy about what money has been paid and for what purpose.

**Guidance** Always detail what the money is being paid for on receipt.

**Clause** 5.1 *ensure there is a fully working fire detection system. Where the property has six or more bedrooms or comprises of three or more floors the system must comprise of inter-linked mains-powered smoke detectors that conform to BS5839 (Part 1) and wired into the owner's electricity supply.*

**Purpose** To ensure the provision of suitable fire safety measures within the property.

**Guidance** Landlords should ensure the fire detection system is fully working at the commencement of the tenancy and that instructions for its proper use are provided. Any reports of disrepair should be attended to promptly. Regular servicing is recommended.

**Clause** 5.2 *ensure that there is the provision of a fire blanket (BS6575) and fire extinguisher (BSEN3) in each kitchen.*

**Purpose** To ensure the provision of suitable fire safety measures within the property.

**Guidance** Landlords should ensure the equipment is fully working at the commencement of the tenancy and that instructions for their proper use are provided. Any reports of problems should be attended to promptly.

**Clause** 5.3 *ensure that, where there is a duty, a Fire Risk Assessment is carried out on common areas between each change of tenancy.*

**Purpose** To ensure that fire hazards are identified and removed or that risk is reduced.

**Guidance** The Regulatory Reform (Fire Safety) Order 2005 (FSO) requires landlords and/or agents to carry out a Fire Risk Assessment of their relevant property/ies. Where a house is let as a shared house on a single tenancy, then there are no common parts so, under the Regulations, an assessment is not required. The FSO also requires the implementation and maintaining of a fire management plan. An example of a Risk Assessment form can be found at [www.communities.gov.uk/documents/fire/doc/153887.doc](http://www.communities.gov.uk/documents/fire/doc/153887.doc)

Further information and advice can be found at [www.communities.gov.uk/documents/fire/pdf/151339.pdf](http://www.communities.gov.uk/documents/fire/pdf/151339.pdf)

**Clause** 5.4 *supply the tenants with guidance on the safe use of all cooking and heating appliances.*

**Purpose** To ensure the safe use of all appliances in the property.

**Guidance** Landlords should explain how to use the appliances at the hand over of the property. Where possible manufacturers instructions or a guide written by the landlord should be made available to tenants.

**Clause** 5.5 *ensure that quality assured, closely fitting half hour fire doors with self-closing mechanisms are fitted to kitchens.*

**Purpose** To assist in the safe evacuation of occupants in the event of a fire by resisting the passage of fire and controlling and limiting the spread of smoke and fumes

**Guidance** It should be a target that any door that protects escape routes should also be a fire door. Each fire door should be fitted with heat expanding intumescent sealing strips, an overhead self-closing device and be capable of being opened from the inside without the use of a key.

**Clause** 5.6 *have gas safety checks carried out annually on each property in full compliance with the Gas Safety (Installation and Use) Regulations 1998.*

**Purpose** To comply with the current regulations and to prevent instances of carbon monoxide poisoning.

**Guidance** At the expiry of a Gas Safety Certificate a landlord has two weeks to have a new safety check done. Any Gas Safe registered installer can carry out the work as long as they are covered for the appropriate appliances within the property.

**Clause** 5.7 *ensure that, where appropriate, a working carbon monoxide detector is fitted (conforms to British Standard EN50291).*

**Purpose** To reduce the risk of illness or death through carbon monoxide poisoning.

**Guidance** The carbon monoxide detector should have an audible alarm and comply with British Standard EN50291. The alarm should be installed, checked and serviced in line with the manufacturer's instructions.

**Clause** 5.8 *have the electrical installation (including wiring, switches, sockets) checked and shown to be in a safe condition and good working order and supported by a certificate from a competent electrician who is a member of a nationally recognised body eg NICEIC. Any report should recommend when the installation should be re-inspected, subject to a maximum of 5 years.*

**Purpose** To ensure the safety of electrical wiring.

**Guidance** In order for an electrician to certify that the electrical installation and appliances are in a safe condition and good working order, they must be registered with NICEIC or another nationally recognised body. It is the responsibility of the landlord to ensure that the person carrying out the works are registered with an appropriate body. The electrician would need to provide documentation in order to prove they were competent.

**Clause** 5.9 *ensure that all electrical appliances are tested and shown to be in a safe condition.*

**Purpose** To ensure that all appliances provided by the landlord are in a safe condition.

**Guidance** The Electrical Equipment (Safety) Regulations 1994 require landlords to ensure the appliances they provide are safe to use when first supplied. Each time the property is re-let, it will be classed as supplying to that tenant for the first time. Landlords therefore need to maintain the electrical equipment they supply, taking reasonable practical precautions to ensure the appliances are safe. A combination of visual inspection, and formal inspection and testing by a competent person, should achieve this. It is recommended these inspections should take place annually, preferably during the summer vacation, as a part of a planned maintenance programme.

**Clause** 5.10 *have an adequate number of electric sockets within each room.*

**Purpose** To avoid fire risks caused by the tenant overloading sockets.

**Guidance** It is advised a minimum of 4 electric sockets should be within each bedroom and enough within each kitchen to safely cover the appliances required by the number of tenants within the property.

**Clause** 6.1 *ensure that all external doors are of solid construction.*

**Purpose** To reduce the risk of burglary of the property.

**Guidance** External doors should be of substantial construction, at least 44mm (1<sup>3</sup>/<sub>4</sub>" thick to support the mortice lock and hung on three strong 100mm (4" hinges. In the door itself recessed or decorative panels should be a minimum of 9mm (1/3") thick. Doors with glazed panels are inherently less secure than solid doors. Toughened glass panels are accepted as a minimum standard but when possible this should be replaced with laminated glass - two pieces of glass bonded together with a sheet of laminate.

**Clause** 6.2 *ensure that final exit doors and front doors to self contained units be fitted with a five lever mortise deadlock conforming to BS 3621 or BS EN12209.*

**Purpose** To reduce the risk of burglary of the property

**Guidance** The rim latch and the mortice should be fitted 45 to 60cm (18-24") apart.

**Clause** 6.3 *ensure that where appropriate a thumb turn release be fitted on a final exit door.*

**Purpose** To assist in the safe, unimpeded and quick evacuation of a building

**Guidance** Where the licensing authority recommends the installation of this equipment it should be immediately fitted.

**Clause** 6.4 *ensure that external door frames are of strong construction and well secured to jambs.*

**Purpose** To enable the doors to be securely fitted

**Guidance** Timber frames should be sound and securely bolted or screwed to the walls every 600mm (23") around the whole frame.

**Clause** 6.5 *ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks.*

**Purpose** To deter burglars from gaining access to the property through the windows

**Guidance** The most appropriate form of lock will depend on the type of window within the property. A key for each lock should be given to the tenants at the commencement of the tenancy. If you are considering replacing your existing windows, look for the new British Standard 7950 kite mark. It has been established to set specific manufacturing standards of design and security for windows.

**Clause** 6.6 *ensure that property boundaries are well secured and properly maintained.*

**Purpose** To inhibit access to non-tenants to the grounds of the property and to reduce the risk of screening for burglars.

**Guidance** Rear gates should be fully secured by means of bolts and/or padlocks and hedges around external doors and windows should be kept low.

**Clause** 6.7 *ensure that, where appropriate, an alleygate key will be available for the tenants at the commencement of the tenancy.*

**Purpose** To allow tenants full use of the alley for access, security and effective waste management.

**Guidance** At the start of the tenancy the landlord should provide the tenants with an Alleygate key for their use. This key should be returned by the tenants at the end of the tenancy with the other keys. Any costs incurred as a result of loss of the key can be charged to the tenants. If there is currently no alleygate key for the property a landlord is entitled to order one for their property. This can be done by telephoning 0151 233 3001. There is a charge of £5 to order a key and it must be collected in person from Enterprise-Liverpool, Newton Road, L13 3HS on a Wednesday. Two forms of id relating to the property will be required. Further information can be viewed at <http://liverpool.gov.uk/crime-prevention-and-emergencies/alleygating/>

**Clause** 7.1 *carry out repairs in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1985 and sections 1 and 3 of the Defective Premises Act 1972.*

**Purpose** To ensure that the structure and the exterior of the property are kept in good order.

**Guidance** These acts relate to the fitness of the building and the arrangements for carrying out works on a property. The acts can be purchased from any HMSO publications outlet. You can also telephone the Liverpool City Council Environmental Services on 0151 225 4970 for further information.

**Clause** 7.2 *carry out repairs within reasonable times.*

**Purpose** To ensure that repairs are completed within reasonable times.

**Guidance** Priority One – Emergency Repairs: Any repairs which are required to avoid a danger to health, risk the safety of residents or serious damage to buildings or residents’ belongings should be completed within 24 hours.

Priority Two – Urgent repairs: Repairs to defects which materially affect the comfort or convenience to the residents should be completed within 5 working days of the report of the defect.

Priority Three – Non urgent day to day repairs. Reactive repairs not falling within the above categories should be completed within 28 days of the report of the defect.

Priority Four – Planned programmes of repair/improvement and cyclical repairs programmes. Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas servicing, gutter and window cleaning, interior and exterior painting should be carried out with due regard to the convenience of occupants.

**Clause** 7.3 *give tenants at least 24 hours notification if access is required to the property and obtain permission before entering, except in the case of an emergency.*

**Purpose** To ensure that the conduct of all affairs between tenant and landlord are carried out at the convenience of both parties.

**Guidance** Even if a good relationship is created between tenants and landlords it is recommended that 24 hours notice is given. This will prevent the relationship from deteriorating. Where possible it is recommended a tenant be present when a landlord enters the property. The practice of calling at a property unannounced at unsociable hours will be viewed in a very serious light.

**Clause** 7.4 *ensure that all repairs are carried out by a competent person.*

**Purpose** To prevent tenants being put at risk when repairs are completed that are not to the required standard.

**Guidance** Landlords will have to judge when a repair requires a qualified trades person or a competent trades person. Qualified trades people should be used to undertake all repairs involving electrical or gas installations or the structure of the property.

**Clause** 7.5 *ensure that the property is free from all HHRS Category 1 hazards*

**Purpose** To ensure the property is safe for the occupants and meets the requirements of the Housing Act

**Guidance** Advice should be sort from the Environmental Health and Public Protection on the standards required. Further information can be found at <http://www.liverpool.gov.uk/Images/tcm21-69522.pdf>

**Clause** 7.6 *ensure that the exterior of the property and garden areas are presentable so as not to detract from the overall look of the area.*

**Purpose** To ensure that the student properties do not detract from the overall appearance of an area, to enhance relations with the local community. Also to prevent student properties being targeted by criminals.

**Guidance** Landlords should draw up a programme of cyclical works to ensure that exterior works are carried out within reasonable time scales. Where tenants are responsible for maintaining garden areas this should be clearly indicated on the contract and the appropriate tools for carrying out this work be provided.

**Clause** 8.1 *ensure the property is adequately furnished with items that comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1988, 1989 and 1993.*

**Purpose** To improve fire safety and to meet current legal requirements.

**Guidance** These regulations specify the materials that must be used in the furniture in all rented accommodation. For further information on these regulations you should telephone the Liverpool City Council Trading Standards Office on 233 3002.

**Clause** 8.2 *provide adequate space and equipment, with the exception of utensils, for the storage, preparation and cooking of food for the number of occupants.*

**Purpose** To prevent fire hazards being created and to assist the smooth running of the household.

**Guidance** For up to five people a kitchen should be no less than 7 square metres in size, for six to ten people this should be increased to 10 square metres. For up to five students a work surface of 1.2 metres (not including draining board) 2 twin 13 amp power socket outlets adjacent to the work surface; a cooker with 4 rings, oven and grill; a sink with drainage; food storage cupboards to allow 0.16 cubic metre capacity per person and suitably sized refrigerators (0.15 cubic metres capacity per person) should be provided.

**Clause** 8.3 *ensure there is adequate floor space within each study/bedroom let.*

**Purpose** To ensure adequate space for private and quiet study and to ensure compliance within the Environmental Health minimum standards of fitness for shared houses.

**Guidance** Each study/bedroom let should be a minimum of 10m<sup>2</sup> in size and no room should be less than 1.8m across at the narrowest point.

**Clause** 8.4 *ensure that all study bedrooms contain sufficient furniture (unless the property is an unfurnished let) to properly function for its intended purpose.*

**Purpose** To ensure student tenants can be confident they will obtain a minimum standard of furniture and furnishings within their study bedroom.

**Guidance** All study bedrooms should contain a bed, adequate clothes storage space, a desk, a chair and curtains/blinds which are properly hung/fitted.

**Clause** 8.5 *provide an adequate number of baths and/or showers and toilets suitable for the number of occupants.*

**Purpose** To ensure compliance with the Environmental Health minimum standards of fitness for shared houses.

**Guidance** There should be one bath/shower room and toilet for every five students or part thereof.

**Clause** 8.6 *provide sufficient cleaning apparatus to enable the effective cleaning of the property.*

**Purpose** To enable the effective cleaning of the property.

**Guidance** A vacuum cleaner or carpet sweeper, mop and bucket, a dust pan and brush should be provided for each group of students. This apparatus should be in working order and of a reasonable standard.

**Clause** 8.7 *provide sufficient waste disposal containers for the number of occupants of the property.*

**Purpose** To prevent the build up of large amounts of rubbish outside the property causing a fire hazard and a public health hazard.

**Guidance** It is recommended that refuse storage containers be provided in line with the requirements of the local refuse collection service. Waste bins should also be provided within shared kitchens.

**Clause** 9.1 *ensure there is a current inventory of contents provided with comments relating to their condition which allows tenants the opportunity to respond.*

**Purpose** To avoid disputes at the end of the tenancy relating to responsibility for any damage.

**Guidance** At the commencement of the tenancy an inventory of all goods and furnishings provided by the landlord should be given to the tenants. Once tenants have commented on the inventory a copy should be kept for each room/property. Where there is a disagreement over the condition of an item on the inventory an attempt should be made to resolve that disagreement, but failing that a note of the issue of disagreement should be made.

**Clause** 9.2 *where appropriate protect the deposit under one of the government authorised schemes*

**Purpose** To ensure compliance with the Housing Act 2004

**Guidance** Any landlord who takes a deposit under an Assured Shorthold Tenancy must protect it under one of the government authorised schemes. Further information can be found at <http://www.direct.gov.uk/tenancydeposit>

**Clause** 9.3 *provide details to the tenant of the scheme protecting the deposit within 14 days of taking the deposit.*

**Purpose** To ensure compliance with the Housing Act 2004

**Guidance** Any landlord who takes a deposit under an Assured Shorthold Tenancy must inform the tenant under which one of the government authorised schemes it is protected. Further information can be found at <http://www.direct.gov.uk/tenancydeposit>

**Clause** 9.4 *provide the tenants with detailed information about the steps that they need to take to avoid any part of their deposit being retained.*

**Purpose** To reduce the number of disputes that arise from disagreements over the retention of all or part of a deposit.

**Guidance** Use the original inventory to show any damage that may have been caused during the tenancy. It may be necessary to inspect the property in good time prior to the end of the contract to take account of tenant leaving at different times and to give them adequate time to rectify problems. Always remember to give tenants adequate notification of proposed inspection dates.

**Clause** 9.5 *comply with reasonable requests for a joint end of tenancy inspection of the property.*

**Purpose** To reduce the number of disputes that arise from disagreements over the retention of all or part of a deposit.

**Guidance** Use the original inventory and notes from previous inspections to show any damage that may have been caused during the tenancy. If there is to be any retention, explain the steps you will need to take before notifying them of your decision.

**Clause** 9.6 *comply with all requirements to ensure that all deposits not referred to arbitration are returned within 30 days of the end of the tenancy.*

**Purpose** To avoid disputes caused by the delay in returning deposits.

**Guidance** Once keys have been returned any repair work should be carried out as quickly as possible. If the timescale is unlikely to be met the landlord should contact the tenant/s to explain why.

**Clause** 9.7 *give a written explanation to the tenants (including a copy of any invoice where appropriate) if any portion of the deposit is retained.*

**Purpose** To avoid disputes arising from the retention of deposits.

**Guidance** Landlords must give a detailed written breakdown of deductions taken from deposits and copy all relevant invoices.

**Clause** 10.1 *ensure there is the provision of a whole house heating system either by the provision of central heating, or at least 1 fixed programmable heating appliance in each room.*

**Purpose** To ensure the property meets the Decent Homes standards

**Guidance** Programmable heating is where the timing and the temperature of the heating can be controlled by the occupants. A landlord must be sure the home is warm enough for all of the occupants

**Clause** 10.2 *ensure doors and windows are well fitted to avoid draughts and/or suitably draught proofed.*

**Purpose** To ensure maximum energy efficiency and to help achieve thermal comfort.

**Guidance** A Standard Assessment Procedure rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category I hazard from excess cold.

**Clause** 10.3 *ensure roof spaces are insulated to a minimum of 250mm*

**Purpose** To ensure maximum energy efficiency and to help achieve thermal comfort

**Guidance** A Standard Assessment Procedure rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category I hazard from excess cold.

**Clause** 10.4 *ensure water tanks and pipes in cold areas lagged and hot water cylinders insulated.*

**Purpose** To ensure maximum energy efficiency and reduce the risk of pipe bursts during periods of cold weather.

**Guidance** All cold storage tanks in the loft, including central heating expansion tanks, and all water pipes, including overflows, must be insulated. Do not insulate the floor of the loft under the tanks, heat coming up from the area below should help prevent the tanks freezing. The recommended thicknesses of tank and pipe insulation is at least 50mm (2"). For hot water tanks fit a British Standard jacket with a minimum depth of 75mm (3"). Follow the manufacturer's instructions for fixing the jacket. Make sure that the segments fully cover the tank with no gaps.

**Clause** *10.5 ensure that, where appropriate, an Energy Performance Certificate will be obtained and displayed in the property or shown to prospective tenants.*

**Purpose** To ensure compliance with Article 7 of the European Directive on the Energy Performance of Buildings.

**Guidance** Where a certificate is required it should be obtained from a qualified and accredited assessor. Details of assessors can be found at [www.epcregister.com](http://www.epcregister.com) Once obtained a certificate is valid for 10 years. The certificate must be shown, if requested, to prospective tenants when viewing the property. It is therefore recommended that the certificate be displayed in the property. Information on whether a particular property requires an Energy Performance Certificate can be found at [www.communities.gov.uk/documents/planningandbuilding/pdf/866773.pdf](http://www.communities.gov.uk/documents/planningandbuilding/pdf/866773.pdf)

**Clause** *11.1 display the name, address and a contact telephone number within the property or that of your managing agent.*

**Purpose** To inform the tenants who is responsible for the property and to ensure that they can be contacted, especially in the case of an emergency.

**Guidance** It is recommended that the details be displayed on an A4 sheet by the main exit. It is also suggested that details be mounted in such a way as to prevent their being defaced.

**Clause** *11.2 comply with appropriate legal procedures for the eviction of tenant/s.*

**Purpose** To avoid landlords breaking the law.

**Guidance** Landlords should take appropriate legal advice when seeking to evict a tenant.

**Clause** *11.3 ensure that, where appropriate, the property is licensed with the Local Authority and complies with all conditions of said license.*

**Purpose** To ensure landlords comply with legislation and that tenants have the confidence their property has been appropriately assessed.

**Guidance** The Environmental Health Department of the Local Authority where the property is situated will provide advice on which properties require licensing and advice and support on licensing application process.

**Clause** *11.4 ensure that they co-operate with statutory bodies when dealing with complaints of Anti-Social Behaviour about their tenants.*

**Purpose** To assist in reducing the potential of anti social behaviour problems escalating and to aid better relations between the student and local community.

**Guidance** When contacted by an appropriate body the landlord should make contact with their tenants to advise them of their responsibilities under the tenancy agreement. The landlord can make use of support agencies through the Local Authority and Police when doing so.

**Clause** *11.5 ensure that there are an appropriate number and type of wheelie bins for the number of occupants of the property and for the bin collections that operate in the area*

**Purpose** To avoid a build up of unsightly and unhealthy waste and to encourage appropriate re-cycling.

**Guidance** A check of the number of wheelie bins at each property should be included on the end of tenancy inspection. Where a bin is missing the landlord should order a replacement in time for the new tenants to move in. Landlords should be aware it takes approximately 30 days for a new bin to be delivered from the time of order. New bins can be ordered at <http://liverpool.gov.uk/bins-and-recycling/report-a-problem/damaged.aspx>  
If a property has five or fewer occupants then one refuse and one re-cycling bin is provided. Where a property has six or more occupants two bins of each colour can be provided. Where the provision of two refuse bins is unsatisfactory then the landlord may request a bulk bin by calling 0151 233 3001.  
The landlord of a property in a bag collection area may still request a wheelie bin that can be kept in an appropriate location to store refuse in between collection dates (these can be ordered at the above link).

**Clause** *11.6 ensure that appropriate instructions are issued to tenants to allow them to comply with Local Authority waste management requirements*

**Purpose** To avoid a build up of unsightly and unhealthy waste and to encourage appropriate re-cycling.

**Guidance** The information should include the time and location for wheelie bins to be placed for kerbside collection, where bins and waste should be stored in between collections and the type of waste that should be placed in each bin. Landlords with properties in bag collection areas should inform the tenants where and when the bags should be put out and provide them with a bin to store bags in between collections.  
Collection dates and times can be accessed at <http://liverpool.gov.uk/bins-and-recycling/bin-collection-dates-and-times/>  
Information on what goes in each bin can be accessed at <http://liverpool.gov.uk/bins-and-recycling/what-goes-in-my-bins/>

**Clause** *11.7 ensure that they and any of their representatives comply with all legal responsibilities and behave at all times in a professional, polite, courteous and fair manner towards their tenants and prospective tenants.*

**Purpose** To ensure landlords comply with all of their legal obligations and deal with their tenants in an appropriate manner at all times.

**Guidance** Landlords should consider drawing up their own policy document on dealing with their tenants and effectively communicating this to all of their employees, representatives and contractors.

<b>Clause</b>	<i>11.8 ensure they do not re-direct students who contact them through Liverpool Student Homes, to non registered properties.</i>
<b>Purpose</b>	To ensure no students are misled as to the status of the property.
<b>Guidance</b>	Landlords should aim to register all student properties that comply with this Code of Practice with Liverpool Student Homes. As soon as a property has been let the landlord should inform Liverpool Student Homes.
<b>Clause</b>	<i>11.9 ensure they do not re-direct students who contact them through Liverpool Student Homes, to non registered landlords.</i>
<b>Purpose</b>	To ensure no students are misled as to the status of the property.
<b>Guidance</b>	Landlords should re-direct students back to Liverpool Student Homes if their property/ies have been let. As soon as a property has been let the landlord should inform Liverpool Student Homes.
<b>Clause</b>	<i>11.10 ensure they inform LSH as soon as their property is let so that the advertisement may be withdrawn.</i>
<b>Purpose</b>	To avoid students wasting their time and money contacting landlords when the property has already been let and/or no further viewings are being conducted currently.
<b>Guidance</b>	The owner/agent should contact LSH once the tenancy agreement has been signed and the advert can be withdrawn. Owners/agents should be aware that an advert can be re-activated at any time within the same registration period, if required. LSH receives many complaints from students contacting owners/agents advertising properties only to be told the property is not available. This is also unfair on owners/agents who do have available properties as students become frustrated and may seek properties elsewhere.
<b>Clause</b>	<i>11.11 ensure they do not discriminate against prospective tenants or tenants on the grounds of gender, sexual orientation, race, creed, disability or colour.</i>
<b>Purpose</b>	To ensure fair and equal access to accommodation regardless of a person's race, creed, colour, ethnic origin, gender, disability or sexual orientation.
<b>Guidance</b>	Landlords should consider drawing up an equal opportunities policy and communicating it to all their employees, representatives and contractors.

## Section Four

### STUDENTS PARTICIPATION IN THE CODE

These clauses have been agreed by representatives from Liverpool Student Homes and Student Unions, Landlords and Educational Institutions.

- promptly pay the agreed deposit and rental payments
- agree the inventory for the property within 7 days of the commencement of the tenancy
- promptly report any repairs that are outstanding and require the landlords attention
- read and record the electric and gas meters where applicable

## **DURING THE TENANCY THE TENANT WILL:**

- discuss with the landlord any proposed changes to the tenancy
- behave in a reasonable manner, with due consideration for neighbours and owners. Tenants should be aware of the needs of the community in which they live and ensure no undue disturbance is caused, particularly late at night
- pay rent promptly when it becomes due and inform the landlord in the event of genuine difficulties
- report repairs promptly and allow reasonable access for inspection, repair and viewing
- take care of the property, its furniture and equipment, and pay where it is determined that the tenant/s is or are responsible for damage
- use all security measures provided
- treat fire detection and protection equipment responsibly and only for the purpose for which it is intended
- bag domestic rubbish and leave for collection in the appropriate place on the appropriate day and make use of re-cycling provision
- maintain the property in a clean and tidy condition

## **AT THE END OF THE TENANCY THE TENANT WILL:**

- promptly return all sets of keys
- arrange for the disconnection or transfer of services, take final meter readings and leave forwarding addresses with utility suppliers
- leave the property in a clean and tidy condition, internally and externally

## **AT ALL TIMES THE TENANT WILL:**

- behave in a polite, courteous and fair manner towards the landlord, other tenants and local residents

## **RESPONDING TO COMPLAINTS**

Landlords will endeavour to respond to written complaints received from Code of Practice Officer (CPO) within a four week period.

Where complaints are received from tenants regarding the Code of Practice a landlord will receive the following.

- Stage 1: A letter detailing the nature of the complaint and requesting a written response within a two week period. Failure to respond to Stage 1 will result in;
- Stage 2: A reminder letter requesting a written response within seven working days. Failure to respond to Stages 1 and 2 will result in;
- Stage 3: A final letter detailing alleged breaches of the Code of Practice. Failure to respond to this final correspondence will result in all properties advertised being suspended until a response is provided.

A copy of any response received shall be forwarded to the student tenant for comment. The complainant shall be given fourteen days to respond to any correspondence provided by the landlord. If no response is received, or the complainant indicates that he/she is satisfied with the landlord's response, a letter shall be sent to the landlord thanking him/her for co-operating and advising him/her that the matter is closed.

### **Section Five**

If the complainant disputes the information provided and/or raises additional issues, or where the landlord has not dealt with all of the issues raised, the CPO shall write to the landlord again summarising the complainant's comments, where appropriate, and requesting a further response. The above procedure shall then be repeated.

The Code of Practice Officer can give advice to both parties on compliance with the Code of Practice.

A student tenant or a landlord/agent may request the Code of Practice Officer arranges a meeting for all parties to attend to attempt to resolve any alleged breach of any clause within the Code of Practice. This can include student breaches of Section 4 and involve student to student complaints. With the agreement of all parties the Code of Practice Officer or designated LSH officer will act as a mediator with the sole purpose of assisting parties to reach an agreement. Prior to any meeting taking place, the Code of Practice Officer or designated LSH Officer will distribute to all parties a Code of Conduct document on how the meeting will be conducted.

The overriding purpose of this section of the Code is to try to assist in the resolution of any dispute between the student tenant and the landlord. However where the Code of Practice Officer is unable to resolve the complaint or deems the breach of the Code to be sufficiently serious, they may refer the matter to the Arbitration and Sanctions Panel, and inform the landlord accordingly.

The Arbitration and Sanction Panel shall hear the complaint and allow the landlord the opportunity to respond. Should the panel find in favour of the complainant they may impose the following sanctions, and inform the landlord accordingly.

- Level 1 Inform the landlord they have breached the Code
- Level 2 Inform the landlord they have breached the Code and recommend a suitable recovery plan
- Level 3 Publish the details of the Level 2 sanction on the LSH website
- Level 4 Suspend the landlord for a period of not less than 12 months
- Level 5 Cease to advertise the landlord's property or properties through Liverpool Student Homes
- Level 6 Cease to advertise the landlord's property or properties through Liverpool Student Homes, report the landlord to relevant enforcement agencies for possible legal action and advertise details of the decision of the Panel to the wider community

Any sanctions imposed at Level 3 or above will be displayed on the Liverpool Student Homes website.

The Code of Practice Officer has the authority to impose a sanction at Level 1 or 2, but shall only do so after providing a full written explanation to the landlord. The landlord shall have the right of appeal to the Panel should they disagree with the decision of the Code of Practice Officer, however the Panel has the authority to impose a higher sanction.

Where a landlord and/or agent fails to respond to correspondence from the Code of Practice Officer relating to any alleged breach of the Code at Stages 1, 2 & 3, after the expiry of 14 days from the date of such correspondence the Code of Practice Officer may refer the alleged breach to the Chairperson of the

## Section Six

Arbitration and Sanctions Panel for consideration. The Chairperson may, in his or her absolute discretion, choose to consider the matter on the basis of the information provided and is authorised to impose any Level of sanction under the Code without an oral hearing of the parties and whether sitting alone or with the assistance of the Panel.

### **THE STEERING COMMITTEE**

Included on the Steering Committee are representatives from:

The University of Liverpool  
Liverpool John Moores University  
Liverpool Hope University  
Liverpool City Council Tenancy Relations Office  
Liverpool City Council Environmental Services Department  
Liverpool Student Union  
Liverpool University Guild of Students  
Liverpool Hope University Students Union  
Northwest Property Owners Association  
Other Liverpool Landlord Representative

The group will be chaired by a member of the Management Committee of Liverpool Student Homes. Liverpool Student Homes Management Committee will also appoint the other members of the Steering Committee and the members of the Arbitration and Sanctions Panel. The Steering Committee will meet in March and October of each year.

The Steering Committee will be responsible for the following:

- Agreeing changes to the Code of Practice
- Agreeing changes to the representatives structure
- Agreeing suitable sanctions for breaches to the code
- Agreeing all documentation relating to the code
- Reporting annually to the Liverpool Student Homes Management Committee

### **CODE OF PRACTICE OFFICERS**

Code of practice officers will be appointed by the Steering Committee from representatives at five key agencies. These agencies are as follows:

- Liverpool University Guild of Students
- Liverpool Student Union
- Liverpool Hope University
- Liverpool Institute for the Performing Arts
- Liverpool Student Homes

Alleged breaches of the Code of Practice will be reported by student/s to one of the Code of Practice Officers. The officer will investigate the matter and attempt to resolve the complaint.

If the Code of Practice Officer is unable to resolve the complaint or deems the breach of the code to be sufficiently serious, they may refer the matter to the Arbitration and Sanctions Panel, and inform the landlord accordingly.





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*“Working to improve the choice of housing for the city’s students”*

**[www.lsh.liv.ac.uk](http://www.lsh.liv.ac.uk)**