

# VOLUNTARY CODE OF STANDARDS FOR PRIVATE LANDLORDS

## Equal Opportunities

- Owners will ensure that, in the provision of letting houses, no person or group of persons applying will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, appearance, marital status, sexual orientation or social status.

## Prior to letting

Adopting the voluntary code, owners will ensure that:

### Marketing

- All property details are reported accurately without misrepresentation.
- All prospective tenants are given the opportunity to view the property in accordance with the consent of existing tenants.
- Interested parties are provided with a copy of tenancy/letting agreement under which the property is offered and, where requested, are permitted to seek independent advice regarding the terms.
- No deposits or rents are demanded prior to the signing of any agreement, retainers being the only exception.

### Rent liability

- Prospective tenants are issued with a clear statement of the rent due, including dates, amounts and method of payment. A copy of the contract, an inventory and rent book (if rent is paid weekly) are to be supplied to each tenant before the agreed date of commencement of the contract so that the prospective tenant may, if they so wish, seek independent advice regarding the terms. Written receipts should be issued for all payments made.

## Utilities and other charges

- Prospective tenants are issued with a clear statement indicating responsibility for the payment of water, gas, electricity, council tax and any other service charges that might be applicable.
- Written receipts are issued where requested by the tenant for any monies demanded and always for cash payments.

## Letting agreements

- The letting agreement is written in clear English and contains no terms which are in conflict with English Law.

## Identity of owner

- The name, address and telephone number of the owner or managing agent is stated on the agreement. A post office box number does not constitute an address.

## State of repair

- All obligations with regard to repairs and/or improvements agreed between the tenants and owner have been properly discharged at the commencement of the tenancy or other mutually agreed date.

## During the Tenancy

Adopting the voluntary code, owners will ensure that:

### Ensuring possession

- All statutory notices seeking possession are served on incumbent tenants in order to mitigate any delay or hardship that may be caused to the owner or new tenants where the outgoing tenants refuse to give up possession at the contracted time.

## Access

- Where access is required the tenants receive notification of the date, time and purpose of the visit not less than 48 hours in advance except where such notice is not practicable.

## Conduct

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

## Repairs and maintenance

- There is 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) and where applicable the Council's standards for Houses in Multiple Occupation (HMO's) and the Housing (Houses in Multiple Occupation) Management Regulations (1990).
- Repairs are completed in accordance with the following timetable:
  - **Priority One - Emergency Repairs:** Any repairs required in order to avoid a danger to health, risk to the safety of residents or serious damage to buildings. IMMEDIATELY AND WITHIN 24 HOURS of report.
  - **Priority Two - Urgent Repairs:** Repairs to defects which materially affect the comfort or convenience of residents. WITHIN 5 WORKING DAYS of report.
  - **Priority Three - Non Urgent Repairs:** Reactive repairs which do not fall into the above categories. WITHIN 28 DAYS of report.
- Planned or cyclical maintenance and servicing are carried out with due regard to the convenience of occupants.
- Where a dispute occurs as to when a repair has been reported then the date on which the defect was reported to the

owner in writing shall be the accepted date.

- Where practical, prior notification is provided to the tenants of planned attendance by contractors.

## Health and Safety

Adopting the voluntary code, owners will ensure that:

### Gas appliances and supply

- Clear instructions for the safe use of all central heating and hot water systems will be given.
- No form of bottled gas or paraffin heater will be provided by the owner as a heating source.

### Electrical installations and appliances

- Instructions for the safe use of all electrical appliances, in particular cookers, space heaters and water heaters will be given.

### Fire detection

- All properties will be fitted with a form of fire detection and audible alarm in the event of fire. The system will comprise, as a minimum, an appropriate number of mains-wired inter-linked smoke detectors which meet BS5446 (part 1) or a combined manual and automatic fire detection system which complies with BS5839
- Each kitchen will be fitted with a fire blanket to BS6575.
- Each property to be fitted with a Carbon Monoxide alarm (preferably mains-wired with battery backup) manufactured and approved to BS7860:1996.

### Hygiene and waste disposal

- 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.

- All properties will be provided with an efficient and serviceable vacuum cleaner at the commencement of the tenancy.
- All floor coverings in kitchens, bathrooms and WC's are capable of cleaning with suitable domestic disinfectant products.

## **At the end of the Tenancy**

Adopting the voluntary code, owners will ensure that:

### **Deposits**

- They act in accordance with the regulations as laid out in the Tenancy Deposit Scheme. Deposits are administered efficiently and reasonably and are not withheld for any purpose other than for which they were levied.
- Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end to avoid disputes regarding the condition of the property expected at the end of the agreement.
- Where monies from a deposit have been retained to off-set owners reasonably incurred costs, such balances shall be returned within the time-scale stated above together with a statement of account providing reasonable details of any and all deductions to the former tenant.

### **Complaints and Disputes**

In dealing with complaints and disputes owners should undertake to:

- Make a written response to correspondence from tenants or their chosen representative within two weeks.
- Ensure that all settlements and agreements reached are honoured within

three weeks of such settlement being agreed.

- Maintain courteous professional relations with tenants during any dispute.

### **Complaints**

- Within four weeks of receipt of any written complaint from a tenant or their representative rectify any breach of this code or, in the alternative, enter into correspondence with the tenant or their representative where such an allegation is contested.
- This code of procedure does not prejudice any rights to seek legal redress or enforcement by either the tenant or landlord.