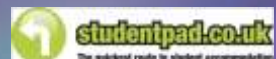


# University of Chichester Landlords Code of Practice



# University of Chichester Landlords Code of Practice

The aims of the Code are to encourage, acknowledge, raise awareness of and actively promote good management of student accommodation and to facilitate the integration of student households into the wider community.

The Scheme comprises an element of self-regulation and therefore relies on a degree of goodwill and trust between landlords, tenants and the scheme operator. Signatories to the Scheme must ensure that in addition to complying with the requirements of the Scheme, they also comply with their legal obligations

The University of Chichester Landlords Code of Practice compliments and extends the Chichester and Arun Landlords Accreditation Scheme and has particular reference to the shared student housing market. Those joining the scheme will automatically be put forward for membership of the Chichester and Arun Landlords Accreditation Scheme in respect of the properties they own.

## The key requirements of the Scheme are that:

- The visual appearance of every dwelling externally, including any gardens and outbuildings, is not prejudicial to the amenity of the surrounding neighbourhood.
- The physical condition of every dwelling internally is not prejudicial to the health, safety and welfare of the tenants
- The tenants are treated fairly and in accordance with the law

## Compliance with the Scheme will help to ensure that:

- Landlords, tenants and community members enjoy the benefit of well-kept dwellings, competent management and considerate neighbourly behaviour.
- Misunderstandings and disputes are reduced.
- Where problems do occur they are promptly resolved.

The University Accommodation Office will ensure that when an owner has agreed to comply with the Landlords Code of Practice this will be made explicit on property advertisements, which will be given priority within the University's letting system and the Landlords Code of Practice will be actively promoted amongst students searching for housing.

Adoption of the Landlords Code of Practice by an owner is voluntary. Making a commitment to abide by the Landlords Code of Practice is a serious matter and failure to meet such a commitment is a breach of faith. The Accommodation Office will test landlords annually for the purpose of ascertaining compliance with the Landlords Code of Practice and tenants can complain where they feel a breach has occurred.

The names of accredited landlords, as owners of houses, are a matter of public record, and are available for public reference. The name of the accredited landlord, or if different, the name of the person responsible for day-to-day management of each house will be available to students via the website and will be available to the public on request and will remain accessible for three years, after leaving the Landlords Code of Practice.

## Equal opportunities

- 1.0 The University has an Equality and Diversity policy which states that it is committed to eliminating 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. Failure to respect the University's commitment to equal opportunities may result in landlords being removed from the academic register.

## Marketing prior to letting property to tenants

*Owners will ensure that:*

- 2.0 All property details are reported accurately without misrepresentation to prospective tenants
- 2.01 If "To Let" boards are used when advertising a property/ies, then they should comply with Chichester/Arun district council's regulations relating to these boards.
- 2.03 Prospective tenants are provided with a copy of any contractual terms under which a dwelling is offered. Such terms will be in clear, plain language and include details of any sums payable in addition to rent and any arrangements involving tenants' guarantors. Interested parties are, where requested to be, permitted sufficient time, normally not less than 24 hours to seek independent advice regarding those contractual terms.
- 2.04 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants.
- 2.05 Agreements must comply with guidance issued by the Office of Fair Trading on unfair contract terms (e.g. no excessive penalties for late payments, etc).
- 2.06 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 of the tenancy commencing, where the tenancy is to be an assured Shorthold tenancy.
- 2.07 Written receipts are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit, utility or service charges.
- 2.08 The tenant is clearly informed as to who is responsible for the payment of all utility charges and Council Tax and that this responsibility is accurately stated in the terms of the letting agreement.
- 2.09 Any service charges that are to be levied by the landlord is specified and such services and charges, and the method of arriving at such charges are detailed in the tenancy agreement.

- 2.10 Tenants are provided with pre tenancy information on the landlord's standard operating procedures.
- 2.11 Prospective tenants are issued with a clear statement of the rent due. Including the dates, amounts and method of payments to be made during the contract.
- 2.12 Clarification is given 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.
- 2.13 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.
- 2.14 Where a property is undergoing refurbishment and the building programme is running late and when this may result in the property not being ready for occupancy, the landlord will inform the future tenants at the earliest possibility of this likelihood and the 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 to their place of study.
- 2.15 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 or repair arises after the letting contract).
- 2.16 A copy of a current gas safety certificate, energy performance certificate (from 1 October 2008), electrical safety certificate and HMO Licence (where required) is provided to the prospective tenants before the commencement of the tenancy.
- 2.17 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.

## During the Tenancy

### *Owners will ensure that:*

- 3.00 Where HMO mandatory licensing applies (under part II of the Housing Act 2004), they have a current HMO license, or have made application for an HMO license, and that those properties meet or will comply with license conditions within timescales specifies on each licence.
- 3.01 Properties are not knowingly overcrowded.
- 3.02 All statutory notices seeking possession are served on incumbent tenants in order to mitigate and delay and hardship caused to the owner and incoming tenants that may be caused where existing tenants refuse to give up possession at the end of their contractual tenancy.

- 3.03 A copy of the Code of Standards is provided to all tenants. This can be done through a link on the owner's website or a paper copy of the Code can be given to the tenant/s.
- 3.04 Tenants will be permitted to occupy the property on the commencement date of the tenancy agreement / on the date rent first becomes payable.
- 3.05 New tenancies will not commence until the existing one has finished.
- 3.06 Where access is required for routine inspection/s or viewings, the tenants receive written notification of the date, time and purpose of the visit not less than 24 hours in advance or verbal notification not less than 48 hours in advance.
- 3.07 Tenants' privacy and entitlement to unnecessary intrusion is respected.
- 3.08 Business is pursued by the landlord or his agent in a professional, courteous and diligent manner at all times.
- 3.09 The landlord or his agent will not act in a manner that brings the Accreditation Scheme or Code into disrepute
- 3.10 Landlords will use reasonable endeavours to tackle antisocial behaviour and will take a measured response in the light of the circumstances including, ultimately, court proceedings where appropriate.
- 3.11 Landlords/agents are required to conduct a visit to their properties at least once every 3 months.
- 3.12 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 1984 and where appropriate The Management of Houses in Multiple Occupation (England) Regulations 2006.
- 3.13 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 3 working days of report of defect.

**Priority 3 – Non-urgent repairs**

Any non-urgent structural or services repairs e.g. roof leak, fridge breakdown etc – within 7 working days of report of defect.

**Priority 4 – Other 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.

- 3.14 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.
- 3.15 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.
- 3.16 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs or maintenance.
- 3.17 Tenants are kept up to date with the progress of any repairs.
- 3.18 Where contractors and trades persons are undertaking works in houses normally occupied by students, it is to be written into the contract that they remove all redundant components and debris from site within seven days of completion of works. The landlord agrees to remove same in default of the contractors within seven days of receiving notification from the Code Operator.
- 3.19 The landlord will arrange a regular lawn cutting and periodic garden maintenance service during the spring and summer, to ensure that the garden does not detract from the visual amenity of the area during the growing season, in particular during the periods when students are not in occupation. The landlord should make available to the tenants tools with which to keep the garden tidy if maintenance is not carried out at all other times.
- 3.20 Within the landlord's responsibilities and reasonable endeavours the visual appearance of dwellings, outbuildings, gardens and yards and boundaries is to be maintained in a reasonable state so as not to detract from the visual amenity of the area. If the tenants do not maintain the appearance of the dwelling and gardens, the landlord must take responsibility for doing so.
- 3.21 All furnishings and furniture provided by the landlord are in satisfactory condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations (1988).
- 3.22 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 as a minimum.
- 3.23 All study bedrooms have a minimum of two double electric sockets or equivalent.
- 3.24 Kitchens should meet with the Local Authority's advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards. Full details can be found by visiting <http://www.chichester.gov.uk/index.cfm?articleid=5795>

- 3.25 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. Where one or more showers are provided, they will be fitted with a tiled surround, and a screen (which could be a curtain.) Bathrooms and WCs must be provided with mechanical extract ventilation as must WC compartments if they have no openable window.

## Health and Safety

*Owners must ensure that:*

- 4.00 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).
- 4.01 Annual gas safety checks by a Gas Safe registered gas installer with copies provided to tenants (or put on display in the dwelling), made available to the scheme operator and given to new tenants within 28 days of that safety check being conducted.
- 4.02 Clear written instructions in the safe use of the central heating and hot water systems to be available in each dwelling.
- 4.03 Portable bottled gas or paraffin heaters will not be provided as a heating source.
- 4.04 All electrical installations provided by the landlord to be inspected, by a competent electrician in accordance with the current relevant legislation at least every five years, including a full periodic inspection report showing all the test results and stipulating the timescale within which the next safety check should be carried out.
- All components used in electrical wiring installations and repairs must comply with the relevant International Standards and all appliances must be installed in accordance with Manufacturers instructions and in accordance with part P of the Building Regulations.
- 4.05 All repairs to gas supply pipe work and appliances will be carried out by registered Gas Safe engineer.
- 4.06 A working carbon monoxide detector which meets 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 it becomes defective.
- 4.07 Reasonable steps to be taken to ensure that all electrical appliances provided under the terms of the tenancy are functioning effectively, in accordance with manufacturers' operational limits, and in a safe manner. Portable Appliance Testing (PAT) would be one satisfactory method of ensuring this.
- 4.08 Appliances to be regularly visually inspected for wear and tear and any defects remedied.

- 4.09 Instructions in the safe use of all electrical appliances (including cookers, space and water heaters) should be provided to the tenant at the commencement of the tenancy verbally or in writing to avoid misunderstanding.
- 4.10 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 6.5 metres sq. This allows the student occupants to have the choice as to which room they use for sleeping accommodation.
- 4.11 The landlord will carry out a visual inspection of the property at the end of every tenancy.
- 4.12 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.
- 4.13 HMO properties are provided with a mains interlinked fire detection system with heat detectors in the kitchen. With smoke detectors in the escape route at each level, normally entrance hall and first floor landing, and the lounge prior to the letting of the accommodation. The fire detection system should be inspected and maintained on an annual basis.
- 4.14 With each kitchen a fire blanket will be available.
- 4.15 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.
- 4.16 Each room opening onto the escape route shall be provided with a sound well constructed and close-fitting conventional door.
- 4.17 Students are informed of their responsibilities for fire prevention.
- 4.18 Non-HMO properties, although not required to provide a mains interlinked fire detection system, will have a smoke detector fitted on each floor.
- 4.19 Please note; three story properties will require additional fire precautions. All landlords must ensure the property is inspected by the local council.

## Energy efficiency

*Owners will ensure that:*

- 5.00 A copy of the relevant EPC, as specified under the Energy Performance of Buildings Directive, will be made available for prospective tenants to view.
- 5.02 Wherever possible, low energy bulbs are either provided in properties or tenants are encouraged to supply their own low energy light bulbs in compatible fittings.
- 5.03 Central heating (or electrical heating) is provided. The central heating system should be adequate, controllable and programmable.

- 5.04 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.
- 5.05 Windows must be in satisfactory repair, weather tight and able to be opened and closed freely. Ideally, for energy efficiency reasons, windows should be double glazed.
- 5.06 Owners will ensure they inform their tenants of the need for proper refuse management and about any available recycling scheme operating in their area.

## Hygiene and the environment

*Owners will ensure that:*

- 6.00 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.
- 6.01 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.
- 6.02 All floor coverings in kitchen, bathrooms and WCs are capable of being cleaned with commonly available domestic cleaning or disinfectant products.
- 6.03 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.
- 6.04 All properties are provided with adequate lighting and ventilation.
- 6.05 All properties are provided with refuse disposal facilities sufficient for the number of occupants.
- 6.06 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.
- 6.07 All boundary walls will be maintained stable and in good repair.
- 6.08 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.
- 6.09 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.
- 6.10 Plants and shrubs shall be properly maintained and shall not be allowed to obstruct pavements or other public areas surrounding the property.

- 6.11 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.

## At the end of the Tenancy

*Owners will ensure that:*

- 7.00 A deposit taken for an Assured Shorthold tenancy is registered with a recognised deposit holder under the Tenancy Deposit Protection Scheme and the tenants notified within 14 days which scheme their deposit is registered with.
- 7.01 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.
- 7.02 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.
- 7.03 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.
- 7.04 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 9.4, and the account and receipts will be sent at the same time.
- 7.05 Landlords and their agents should be aware of the legal requirements for Tenancy Deposits that commence in late 2006. Deposits (if any) must be held in accordance with the new requirements.

## Other provisions

*Owners will ensure that:*

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

## Complaints

Landlords will ensure that:

*Owners will ensure that:*

- 9.00 Within four weeks of receipt of any written complaint from a former tenant (up to one year previously) tenant, a local resident or their representative, they will rectify any breach of the Code or, where such an allegation is contested, will enter into relevant correspondence with any tenant/s or their representative, addressing the matters raised.
- 9.01 Where such a breach is contested, or where rectification is not made, then the owner shall recognise the authority of a Tribunal, which s/he recognises under the Code, to determine whether the Code, agreed by them, has been breached and to make recommendation/s to the owner in accordance with its views;
- 9.02 In the event that such recommendations are not followed by the owner then the owner will be deemed in breach of the Code and this fact will be made public to prospective tenants;
- 9.03 The Tribunal will have the authority to exclude any owner from the Code for a period as determined.

## Tribunal

- 10.00 The Tribunal will consist of a member of staff from the University of Chichester Accommodation Office, an elected representative of either the University of Chichester or University of Chichester Student Union and a registered landlord of the University of Chichester who has signed up to this Code of Standards.
- 10.01 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.
- 10.02 The Tribunal will have the authority to exclude any landlord from the Code for a period or time, if the landlord is in breach of the Code.

## Important notes

- The Code operator reserves the right at any time to amend the content of the Code or its operation subject to consultation with the relevant parties.
- Members of the Code agree to comply with and accept that amendments to the content and or operation of the Code can be made by the *Code operator* subject to consultation with the relevant parties, whereupon members of the Code will be notified of any changes.
- The scheme operator does not have control over the management or condition of the dwellings covered by the scheme and therefore cannot be held responsible or liable for them.

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## University of Chichester Landlords Code of Practice for shared student housing in the private rented sector

### Landlord Declaration & Consent

Please sign and return to the Accommodation Office.

I/WE (name) \_\_\_\_\_

Home address \_\_\_\_\_  
\_\_\_\_\_

Trading as \_\_\_\_\_

give my consent to Chichester University holding and retaining personal information about me and the properties which I am seeking to register with the University. I consent to the address and other details of my properties being listed on a public register. Contact details of the landlord or Agent may be shared with third parties.

I undertake to abide by all other conditions of the scheme as set out by the Code of Conduct, and to supply any reasonable information required in connection with the property.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Please sign and return this page to Accommodation Officer (Off campus), University of Chichester, College Lane, Chichester, West Sussex PO19 6PE

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University of Chichester  
Landlords Code of Practice

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