

Code of Standards

Property and Tenancy Management in the Private Rented Sector

Updated March 2009



BOLTON CODE OF STANDARDS

Landlords and their Agents

Landlords and their Agents will meet and maintain this Code of Standards, act in a responsible manner, and ensure compliance with all their other legal duties and responsibilities.

Fairness, Equality & Diversity

Landlords and their Agents will not treat any individual less favourably before, during or after a tenancy because of their race, colour, ethnic or national origin, gender, age, disability, marital status, sexual orientation or social status.

'Fit & Proper' Person

In certain circumstances such as for the purposes of Licensing in the private rented sector in accordance with the Housing Act 2004, or in response to serious complaints and allegations, further checks may be carried out to verify that the landlord or their agent is 'fit and proper' person to be managing a property to let.

Professional Conduct

Business will be pursued by the landlord or their agent in a professional, courteous and diligent manner at all times. All tenants are treated with respect and dignity, with consideration given to their diverse needs or vulnerability.

Personal Development

Landlords and their Agents should where practical and reasonable engage in personal development opportunities which support continuous learning and growth of best practice

BEFORE THE TENANCY STARTS

Liability Insurance

Lettings and Management Agents will obtain Professional Indemnity Insurance. The landlord or Agent will also insure against other liabilities, including loss or accidental damage to the building, fixtures, fittings and furniture if provided.

Contractual terms

Prospective tenants are provided with a copy of any contractual terms under which a property is offered, which includes details of any fees payable in addition to rent and any arrangements involving tenant guarantors. If requested sufficient time normally not less than 24 hours, should be allowed for interested parties to seek independent advice regarding those contractual terms.

Fees & Costs

Any non returnable fees and costs likely to be incurred i.e. as a result of reserving a property for a specified period or arranging a tenancy agreement, should be clearly stated in writing. A receipt must be given for any monies received.

Communal Areas & Facilities

Where there are communal areas and facilities, landlords / agents will provide tenants with clear information on what these are, how they are managed, and by whom. When managed by a separate company, landlords / agents should have systems in place to ensure that these services are delivered as charged.

Service Charges

Where any service charges are levied by the landlord, such services and charges are properly specified and detailed in the tenancy agreement.

Utility Charges

The tenant is clearly informed as to who is responsible for the payment of all utility charges, gas, electric, water rates and Council Tax and that this responsibility is specified in the tenancy agreement.

Standard Operating Procedures

Landlords and their agents will provide tenants with details of their standard operating procedures. This includes full business name and address, normal operating / opening hours, out of hours / emergency contact details.

Tenant references

Potential tenants will be asked to provide 2 references before the start of a tenancy. References from previous landlords [where applicable] should state if any aspect of the tenancy was conducted unsatisfactorily Landlords / agents should seek advice on what services or support is available before offering a tenancy to a tenant with a poor housing history.

Tenancy Deposits

Landlords and their Agents are required to use a government approved national tenancy deposit protection scheme if a deposit is taken. Landlords will specify in the tenancy agreement details of the amount held and which of the schemes is being used to protect the deposit.

Tenancy Agreements

The landlord / agent and tenants must both hold identical original copies of a proper written tenancy agreement which have been signed by all parties at the same time.

Tenancy agreements are written in clear legible English containing no contractual terms that conflict with any statutory or common law entitlement of the tenant or the terms of this Scheme.

The tenancy agreement should include

- The names, current business addresses and telephone numbers of the landlord and their agents
- The rent due, period and method of payment, any other charges for which the tenant is responsible
- A clause requiring the tenant, their household and any of their visitors, not to cause a nuisance or annoyance to their neighbours.
- A clause requiring tenants to request your express written permission to add household members, which must not result in overcrowding of the property if given.
- Statutory options for terminating the tenancy in respect of notice periods required by both parties. Otherwise, legal procedures for possession of property will always be followed.

The landlord / agent must be willing to enforce all terms of the tenancy agreement, accepting or seeking advice and support where necessary.

Inventory

When the tenant 'checks in' a detailed inventory will be completed by the landlord / agent. If the tenant or their representative is absent a copy of the inventory will be checked, signed and returned by the tenant as soon as possible to the landlord. The inventory will be initialled on all

pages by both parties and signed and dated by them on the last page The above procedure will be repeated for the 'check out' inventory at the end of the tenancy..

Housing Health & Safety Rating System

All properties must comply with the appropriate statutory requirements Landlords will self assess properties to identify and remove any hazards. Properties and boundaries are to be maintained free as far as reasonably practicable of any hazards as defined in the Housing Health & Safety Rating System.

Fire Safety

Landlords will undertake as far as reasonably practical general fire safety precautions which includes any common areas. At a minimum all dwellings are provided with battery operated smoke alarms, suitably sited, and any other piece of fire safety equipment if necessary. Any 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, as amended).

Fire Safety Guidance

Landlords / Agents will provide guidance to tenants on escape routes and any fire safety equipment provided. They will also encourage and support tenants were appropriate to participate in relevant fire safety schemes and initiatives.

Electrical Safety

All electrical installations must comply with relevant International Standards and be certified as safe by a competent electrician in accordance with the current relevant legislation.

A Domestic Periodic Inspection Report must be obtained at least every five years or sooner if recommended, and made available on request to the scheme operator showing that the electrical wiring and installations of the property are in a safe and satisfactory condition

Appliances

Reasonable steps must be taken to ensure that all electrical appliances provided under the terms of the tenancy are in a safe condition and function effectively, in accordance with manufacturers' operational limits. Portable Appliance Testing (PAT) would be one satisfactory method of ensuring this at the start of at tenancy and at regular intervals thereafter.

Gas Safety

All means of use and supply of mains gas, alterations and repairs to gas installations must comply with current Gas Safety (Installation and Use) Regulations, and be certified as safe *along with any appliances provided by the landlord*, by a gas engineer who is *registered with Gas Safety Register*. A Landlord Gas Safety Certificate [CP12] must be obtained at least annually and a copy provided to tenants (or put on display in the dwelling), and made available to the scheme operator on request.

Liquefied Gas, Paraffin Heaters and Appliances

Portable bottled gas or paraffin heaters will not be provided as a heating source. Oil fired heating systems are serviced in accordance with the manufacturer's recommendations.

Security Measures

All external doors, windows and frames will be secure and fitted with a safe locking system. Landlords / Agents will also encourage and support tenants were appropriate, to participate in crime prevention schemes and initiatives.

Hygiene and Waste Disposal

All facilities for the storage, preparation and cooking of food, all floor coverings in kitchens, bathrooms and water closets will be capable of being readily cleaned and being maintained in a clean and hygienic state by the tenant.

Properties are provided with suitable refuse disposal / recycling facilities sufficient for the number of occupants, and tenants are informed of the need for proper refuse management.

Energy Efficiency Measures

From October 2008 landlords will need to obtain an Energy Performance Certificate and provide tenants with a copy every five years

Landlords / agents and their tenants are encouraged to liaise with appropriate advisory agencies for advice on how to warm the property more efficiently to keep free from cold and damp, and to participate in any energy efficient schemes and measures as appropriate.

Pre-tenancy Repairs etc.

By the start of the tenancy or other date agreed and confirmed in writing with the tenants, all obligations on the part of the landlord regards property repairs and maintenance should have been fully discharged. Tenants are to be provided with details of any Property Improvement Plan if the landlord is working towards full accreditation.

DURING THE TENANCY

Changes to the Tenancy

Tenants should be properly informed of any changes to the tenancy or its terms in writing and in advance wherever applicable e.g. change of landlord / agent, rent or tenancy conditions

Access and Privacy

Where access is required for routine inspection/s or viewings, the tenants will receive notification of the date time and purpose of the visit not less than 24 hours in advance, unless otherwise agreed, and with the exception of circumstances where such notice is impracticable.

The tenant's privacy and entitlement to quiet enjoyment should be respected at all times. The tenant's lifestyle, childcare and employment commitments should be taken into account when arranging access

Complaints Procedures

Landlords and their Agents will operate a written procedure for dealing with complaints, which is given to tenants at the start of the tenancy that makes clear:

- how the tenant can make a complaint
- how and who will consider the complaint
- how long it will take for the complaint to be dealt with

The procedure should aim to resolve complaints quickly and fairly to help maintain good landlord – tenant relationships during the tenancy.

Anti Social Behaviour

Landlords and their Agents will respond promptly to any complaints of alleged nuisance and anti social behaviour caused or experienced by their tenant, working positively with others who may need to be involved such as the Local Authority, Police or other Services / Agencies

Gas / Electrical Installations & Appliances

Clear instructions on the safe use of installations, all appliances provided by the landlord, central heating and hot water systems are made available to the tenant on request. Appliances will be regularly visually inspected for wear and tear and any defects remedied. Copies of all safety certificates will be provided to the scheme operator and the tenant on request.

Repairs and Maintenance

All properties must comply with the appropriate statutory requirements. Landlords will self-assess properties to identify and remove any hazards. Properties and boundaries are to be maintained free as far as reasonably practicable of any other hazards as defined in the Housing Health & Safety Rating System.

Under normal circumstances the following targets for completing repairs should be achieved:

Priority One: Emergency Repairs:

Any repairs which represent a serious risk to the health and safety of tenants and residents, serious damage to buildings, fixtures, fittings and internal contents, likely to affect the tenant, should be completed within 24 hours of report of the defect. In circumstances where this is not practicable, landlords will make satisfactory temporary arrangements.

Priority Two: Urgent Repairs:

Any repairs which are likely to affect the comfort or convenience of the residents, or likely to contribute to a non-emergency health and safety risk to the tenant should be completed within 5 working days of report of the defect. In circumstances where this is not practicable, landlords will make satisfactory temporary arrangements.

Priority Three: Non Urgent Repairs:

Repairs not falling within the above categories will normally be completed within 28 working days of report of the defect. In circumstances where this is not practicable, landlords will make satisfactory temporary arrangements.

With the exception of Emergency Repairs the date on which the repair was reported to the landlord in writing shall be the start date for the repairs completion timescale.

Planned Maintenance.

Planned maintenance and servicing will be carried out with due regard to the convenience of tenants. Decorative finishes should be made good if damaged or disturbed during repairs. Contractors undertaking work should remove all debris and behave in a professional and courteous manner.

ENDING THE TENANCY

Resolving Problems

Landlords and their Agents will seek support and assistance in resolving any tenancy problems that are likely to result in either them, or the tenant giving Notice to terminate the tenancy.

Legal Forms

Notice by the landlord or their Agent must be given in writing and comply with Statutory Requirements and entitlements; any grounds for possession used will be able to be clearly evidenced.

Check Out Procedure

A copy of the inventory completed at the start of the tenancy will be used as guidance to avoid any misunderstandings regarding the standard of cleanliness and condition of the dwelling expected at the end of the tenancy.

Rent and Deposit

All tenants will receive a rent balance statement. Deposits if taken will be returned in accordance with the approved tenant deposit protection scheme. If the landlord intends to withhold any part of the deposit, the tenant will receive an explanation and both will abide by the Alternative Dispute Resolution decision where necessary.

Possession Procedures

At the end of a notice period, if the tenant has not vacated the property, the landlord / agent will follow the correct procedures to obtain lawful possession of the property. Tenants in such positions should be advised to seek advice from local authority / agencies.

Re- Letting

The property is not re-let and a new tenancy agreement is not issued until after the landlord has lawful possession of the property, and the outgoing tenant has vacated the property.

Empty Property

The property should be properly secured while empty, checked and maintained regularly so that any problems such as fly tipping, vandalism, or untidy gardens can be remedied.