

The code is intended to apply to landlords who manage their own properties. It is intended this Code be used as guidance when letting property. The Code may refer to statute and may also be advisory

1. Aims of the Code

- 1.1 provide a statutory statement of standards for all private residential landlords
- 1.2 ensure a good standard of service within the private rented sector
- 1.3 ensure compatibility with standards used by agents
- 1.4 clarify relevant statutory obligations
- 1.5 provide a means of resolving disputes
- 1.6 establish and adopt a standard for provision of housing which the local authority will endorse

2. Business conduct

- 2.1 the association will not use dishonesty, deception or misrepresentation
- 2.2 bills or accounts will be paid strictly within the terms of payment
- 2.3 observe data protection by not disclosing references to outside parties
- 2.4 observe the good principles and law relevant to residential landlords

3. Management obligations when dealing with tenants

- 3.1 comply with the law and all local authority requirements
- 3.2 respond promptly to all reasonable requests
- 3.3 they will not discriminate on grounds of sex, race, age, religion, marital status or disability
- 3.4 respect those rights of the tenant as they are set out in the tenancy agreement
- 3.5 make no interference with the peace and comfort of residential Occupiers
- 3.6 establish policies and procedures for reacting to alleged harassment or anti-social behaviour incidents
- 3.7 establish policies and procedures for dealing with management issues
- 3.8 ensure that communication is set out accurately, concisely, clearly and courteously
- 3.9 use best appropriate means to dispatch any form of communication
- 3.10 provide normal contact telephone numbers
- 3.11 establish suitable emergency procedures and provide emergency contact telephone numbers
- 3.12 give a formal address for notices
- 3.13 ensure that no overcrowding occurs in dwellings subject to new LHA rules
- 3.14 maintain the confidentiality of tenants information
- 3.15 render assistance to tenants to understand their tenancy agreement
- 3.16 deal with written applications in an expeditious manner
- 3.17 make regular inspections of the property
- 3.18 ensure that lawful rents and charges are made
- 3.19 ensure the maintenance of building records is efficient
- 3.20 where possible, register under the Data Protection Act if applicable
- 3.21 facilitate consultation with representative organisations
- 3.22 ensure that tenants are advised fully of their statutory benefits

- 3.23 keep abreast of any developments or changes in the law
- 3.24 as a resident abroad, comply with the requirements of the Inland Revenue
- 3.25 always try arbitration or mediation instead of or before litigation
- 3.26 following complaints, weigh the enforcement of occupancy conditions
- 3.27 establish procedures and policies for resolving tenant disputes

4. Tenant payments

For each tenant

- 4.1 keep separate accounts
- 4.2 formalise records for all monetary receipts and expenses together with a current balance

5. Deposits

- 5.1 tenants should be given a statement on the reason why a deposit is necessary
- 5.2 must be held in observance of the appropriate Act and lodged with one of the authorised deposit Schemes
- 5.3 the tenant will be notified within 30 days as to where the deposit has been lodged
- 5.4 should be returned promptly or a reason given in writing for the retention of the deposit in conjunction with the relevant Scheme

6. Rent payments

The tenant will be given

- 6.1 demands for rent which are clear and easy to understand
- 6.2 if the rent is paid weekly, a rent book or its' legal equivalent
- 6.3 a clear explanation of how any arrears have occurred
- 6.4 at least the minimum legal period of the intention to seek possession of the property
- 6.5 Where the tenancy is regulated any review must be in accordance with the relevant legislation
- 6.6 Where the tenancy is Assured Shorthold any review must be in accordance with the relevant legislation
- 6.7 the landlord will co-operate with a tenant's claim for housing benefit, and promptly repay any legitimate overpayments

7 Services

Services will be:

- 7.1 normally governed under the terms of the tenancy agreement
 - 7.2 routinely monitored to ensure their cost effectiveness
 - 7.3 applied in accordance with Part 11 of the Environmental Protection Act 1990
- Landlords must ensure that:
- 7.4 water supplies are kept wholesome
 - 7.5 they comply with the law regarding gas installations and fittings
 - 7.6 they comply with their duty of care
 - 7.7 common areas are kept clean in accordance with the Tenancy Agreement
 - 7.8 shared garden areas are kept tended in accordance with the tenancy agreement
 - 7.9 space heating in common areas and domestic hot water systems are properly maintained

- 7.10 they comply with the Fire precautions Act 1971
- 7.11 they comply with the 1988 Regulations in respect of furnishings and upholstery
- 7.12 the charge for electricity and telephone services recharged comply with the relevant regulations
- 7.13 where applicable, tenants make satisfactory arrangements for the supply of public utility services
- 7.14 any contractors or staff comply with the Health and Safety at Work etc Act 1974
- 7.15 they carry out Risk Assessment as required by the Health and Safety Work etc: Act 1974

8 Contractors

All contractors that are engaged shall:

- 8.1 be suitable and comply with the 1994 Regulations where appropriate
- 8.2 have their duties defined and have their performance reviewed in accordance with a written contract
- 8.3 demonstrate that they comply with Health and Safety legislation
- 8.4 have public liability insurance
- 8.5 shall be employed by the landlord or his management company in accordance with the Tenancy Agreement

9 Repairs

The responsibility for repairs:

- 9.1 is as set out in the tenancy agreement
 - 9.2 if the tenancy was granted on or after 24th October 1961 for less than seven years is by law normally the landlord for the exterior of the dwelling. The landlord is also responsible for keeping in repair sanitary, water, gas, electricity water heating and space heating installations.
 - 9.3 is not always the implied statutory obligation of the landlord
 - 9.4 for flats let on tenancies after 15th January 1989 rests with landlords for most common parts of the building and installations if they are under their control
 - 9.5 to paths, driveways, car parking areas, gutters, down pipes and gullies is the responsibility of the landlord
- Landlords should:
- 9.6 have an established procedure for dealing with urgent repair
 - 9.7 deal promptly with Tenants' reports of disrepair
 - 9.8 follow the procedure given in the tenancy agreement for inspection of the property at reasonable times and with reasonable notice
 - 9.9 ensure that tenants are aware that it is a legal requirement for landlords to be given access and reasonable facilities to do repairs
 - 9.10 give as much notice as possible when access is required
 - 9.11 ensure that the tenancy contains a provision for entry in emergencies
 - 9.12 ensure repairs are completed in a reasonable time
 - 9.13 ensure repair work should be cost effective taking into account durability and time
 - 9.14 if employing a managing agent, discuss a programme of cyclical maintenance for those facilities for which they are responsible
 - 9.15 if appropriate employ suitable consultants/specialists to advise on building works

- 9.16 comply with the appropriate code of practice to ensure the safety of residents and the workforce
- 9.17 identify the relevant Health and Safety Codes and Regulations that affect the management of their property

10 Development Works

- 10.1 Construction work should be carried out so that tenants retain the quiet enjoyment of their homes
- 10.2 In any construction programme the tenant should be considered when planning timing and access

11 Insurance

- 11.1 The obligations of the parties shall be as set out in the tenancy agreement
- 11.2 Normal risks for the property and its facilities shall be insured
- 11.3 Details of building insurance shall be available when considering a claim
- 11.4 Claims by tenants shall be processed promptly
- 11.5 Adequate insurance for the provision of alternative accommodation shall be considered
- 11.6 Insurance shall be arranged in accordance with your liability under the tenancy agreement
- 11.7 Insurers should be notified of claims at the earliest opportunity
- 11.8 The landlord should review the tenancy agreement and damage deposit conditions to see whether any excess of insurance policy can be recovered from the tenant
- 11.9 The landlord must, when employing direct labour, display a copy of the current "certificate of employers insurance" at each place of business
- 11.10 The landlord should select an insurance company taking into account premium, claims handling and general terms

12 Information

Landlords must provide tenants:

- 12.1 with an address in England & Wales for the serving of notices
 - 12.2 at the commencement of the tenancy, or within 21 days of a written request, with their name and address
 - 12.3 who are weekly tenants, with a rent book or equivalent rent document
- Landlords Change of Address:
- 12.4 If a manager is employed he should be notified of any change of the landlord's address
- New Landlords
- 12.5 Landlords acquiring new property must inform the resident tenants in writing of the purchase of the property as soon as possible and, in any case, within the specified periods
 - 12.6 Until this notification, both old and new landlords are liable for any breach of the landlord's covenants
 - 12.7 Tenants should be notified following a change of manager
 - 12.8 Under a current assured shorthold tenancy the tenant must be provided with specified written details of the tenancy

13 Disputes between occupiers

Landlords should:

- 13.1 have policies and procedures for handling disputes between Tenants and their neighbours
- 13.2 deal fairly with all parties
- 13.3 on receipt of a complaint in writing, investigate and if necessary seek to enforce the conditions of occupancy on other residents
- 13.4 in considering enforcement action, give regard to the availability of supporting evidence

14 Complaints and disputes about managers by tenants

Landlords should:

- 14.1 have clear procedures for tenants' complaints
- 14.2 where staff are employed, ensure complaints are forwarded to a responsible principal for quick and fair resolution
- 14.3 make their procedures commonly known with response times for the various stages
- 14.4 have a procedure whereby if a manager is employed the complaint can be made directly to the landlord
- 14.5 endeavour to resolve disputes by informal means before turning to formal procedures

15 Arrears

Landlords should:

- 15.1 monitor whether rents are received when due. Inform tenant immediately if housing benefit paid direct to the Landlord ceases or is varied
- 15.2 to avoid legal costs, make direct contact with the tenant and if necessary advise them to seek advice
- 15.3 if legal proceedings are necessary comply with the law, obtaining advice from your local Landlords' Association or a solicitor

16 Terminations of tenancies and vacation

Landlords should:

- 16.1 serve the prescribed statutory notice and if necessary take court action
- 16.2 be aware that they cannot take possession until the tenancy has come to an end and the tenant has vacated or a court order is obtained
- 16.3 have a system in place to monitor the response from a tenant regarding the vacation of a property when notice has been served
- 16.4 inspect the property within twenty-four hours following the vacation to see whether it has been returned to the condition specified in the tenancy agreement
- 16.5 not return the tenant's deposit until final inspection has taken place and they are satisfied that the deposit or part thereof is refundable. (See section 5) The grounds for retention of all or part should be provided to the former tenant in writing

- 16.6 advise the local authority and utility companies of any change in occupancy
- 16.7 investigate immediately if the tenant fails to vacate on the due date
- 16.8 if necessary, take legal action and if applicable the legal protection insurers should be notified

17 Tenancy Renewals

- 17.1 Tenancies that began before 15th January 1989 are generally regulated tenancies and renewals must comply with the appropriate legislation
- 17.2 tenancies that began on or after 15th January 1989 are usually assured or assured shorthold tenancies and renewals must comply with the appropriate legislation
- 17.3 All necessary consents shall be obtained for tenancies that are to be renewed
- 17.4 The landlord can apply to increase rent payable during statutory continuation by serving a notice in the prescribed form
- 17.5 Relatives living with tenants who have regulated tenancies may have rights of succession on the death of the tenant
- 17.6 A spouse of a tenant who has an assured periodic tenancy may have rights of succession on the death of the tenant