



The Code of Conduct for Private Sector Landlords

Student Accommodation Service

The Code of Conduct for Private Sector Landlords

UCLan is constantly striving to improve the learning experience of students studying at the University. This goal includes raising the safety standards and overall quality of accommodation provided to those students through the private rented sector. The Code of Conduct for Private Sector Landlords has been established to meet this aim. The points in the code have been chosen to reflect a set of common sense obligations and responsibilities. They are without prejudice to legal rights.

In order to register with the University, landlords must agree to comply with this Code of Conduct. The University will make random compliance checks from time to time. Landlords who breach this code or who make false declarations on a registration form may be removed from the University's registration scheme, and students will be informed of the reasons for this.

The Code

EQUAL OPPORTUNITIES

- 1.00 Owners will ensure that, in the provision of letting accommodation, 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, age, sexual orientation, religion or social status.

OWNERS WILL ENSURE PRIOR TO LETTING THAT:

- 2.00 The landlord must have adequate insurance cover for the property, and the insurance company must be informed that the property is let to students.
- 2.01 If the property is mortgaged, the mortgage company must be informed that the property is to be let to students.
- 2.02 The owner must have completed any outstanding building works prior to the commencement of the tenancy to bring the property into compliance with all statutory and common law requirements.
- 2.03 The landlord will provide tenants with written confirmation that any outstanding works will be completed prior to the start of the tenancy.
- 2.04 The property (including the furniture, furnishings, fixtures and fittings) is clean and hygienic throughout in readiness for the commencement of the tenancy.
- 2.05 The property shall meet with the appropriate Building Regulations and Planning Regulations.

marketing

- 2.06 All property details including photographs should be accurate and not misleading.
- 2.07 Students will **not** be directed to other non-registered properties or landlords.
- 2.08 Prospective tenants should be given an opportunity to view the intended property. Prospective tenants must not be shown a 'show property' and be expected to sign a contract on the basis of the show property being a fair representation of the intended let property.
- 2.09 The landlord will register **all** properties s/he owns or manages that are rented to UCLan students, even if they are fully booked/occupied at the time of registration.
- 2.10 The rights of the current tenants should be respected during viewings, and current tenants have the right to receive 24 hours written notice of the landlord's intention to conduct viewings of the property at reasonable times of day.
- 2.11 All prospective student tenants are provided with a copy of tenancy agreement under which the property is offered and, where requested, are permitted to seek independent advice regarding the terms.
- 2.12 No deposits or rents are demanded prior to the signing of any agreement, retainers being the only exception, for which a receipt must be given at the time of payment. The terms of the retainer should be in writing and signed by each party.

rent liability

- 2.13 Prospective student tenants are issued with a clear statement of the rent due, including dates, amounts and method of payment. A copy of the contract, a detailed inventory 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 are always issued for any payments made at the time of payment.

utilities and other charges

- 2.12 Prospective student tenants are issued with a clear statement indicating responsibility for the payment of water, gas, electricity, council tax (where due) and any other service charges that might be applicable.
- 2.13 Where a gas mains or electric fuse box is located in a bedroom, with the tenant's agreement, a spare key is to be provided in a break glass box within the property so that all tenants and emergency services have access.
- 2.14 Where the gas and/or electrical supply is on a card meter, these will be made accessible to all tenants.

letting agreement

- 2.15 Each student is given a single assured shorthold tenancy agreement, written in clear English and containing no terms which are in conflict with English Law. The only exception being where a property is let exclusively to a family or a couple where a joint tenancy agreement will suffice.

deposits

- 2.16 Any deposit taken on an assured shorthold tenancy will be protected in a Government approved tenancy deposit protection scheme.
- 2.17 Within 14 days of taking the deposit the tenant will be provided with details of how the deposit is being protected, including contact details of the deposit scheme selected, landlord or agent's contact details, how to apply for the release of the deposit, information explaining the purpose of the deposit and what to do if there is a dispute about the deposit.

identity of owner

- 2.18 The name, address and telephone number of the owner and managing agent is stated on the agreement and displayed in a suitable position in the property. A post office box number does not constitute an address.

OWNERS WILL ENSURE DURING THE TENANCY THAT:

ensuring possession

- 3.00 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.

conduct

- 3.01 Business is pursued by him/her in a professional, courteous and diligent manner at all times.
- 3.02 Contact numbers and clear procedures are given to all tenants for reporting repairs.
- 3.03 If at anytime the owner or managing agent is going away or is not contactable, alternative arrangements are made for tenants to report repairs or any urgent problems that may arise.

repairs and maintenance

- 3.04 There is full compliance with the Management of Houses in Multiple Occupation and the Housing, Health and Safety Rating System, as laid out by the Housing Act 2004 Part1.

- 3.05 Clear written operating instructions are provided for all the gas and electrical appliances such as washing machines and central heating timers etc.
- 3.06 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. 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.
- 3.07 Planned or cyclical maintenance and servicing are carried out with due regard to the convenience of tenants.
- 3.08 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 where appropriate shall be the accepted date.
- 3.09 Refuse and recyclable materials are disposed of correctly in accordance with Preston City Council's policy and recycling calendar.

OWNERS WILL ENSURE AT THE END OF THE TENANCY THAT:

- 4.00 Landlords should arrange a meeting with their tenants prior to the end of the tenancy where they can discuss arrangements for vacating the property.
 - 4.01 The landlord can then inspect the property and provide the tenants with details of any damage or missing items thus allowing tenants' time to rectify the problem prior to the end of the tenancy.
 - 4.02 When the tenants have vacated the property the landlord shall conduct an inspection comparing the condition of the property to the inventory taken at the start of the tenancy and keep a record of any discrepancies and damage. Where possible this should be carried out in the presence of the tenants.
 - 4.03 The return of deposits are administered in accordance with the chosen Tenancy Deposit Scheme.

COMPLAINTS AND DISPUTES

In dealing with complaints and disputes owners will:

management of disputes

- 5.00 Where a complaint or a dispute arises between student tenants and/or their neighbours, the landlord must attempt to resolve this immediately in order to avoid any escalation of the situation.
- 5.01 Make a written response to correspondence from tenants or their chosen representative within two weeks.
- 5.02 Ensure that all settlements and agreements reached are honoured within three weeks of such settlement being agreed.
- 5.03 Maintain courteous professional relations with tenants during any dispute.

complaints

- 5.04 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 conduct does not prejudice any rights to seek legal redress or enforcement by either the tenant or the landlord.

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