

THE GOOD LANDLORD AND AGENT SCHEME (GLAS) **CODE OF PRACTICE** 2023

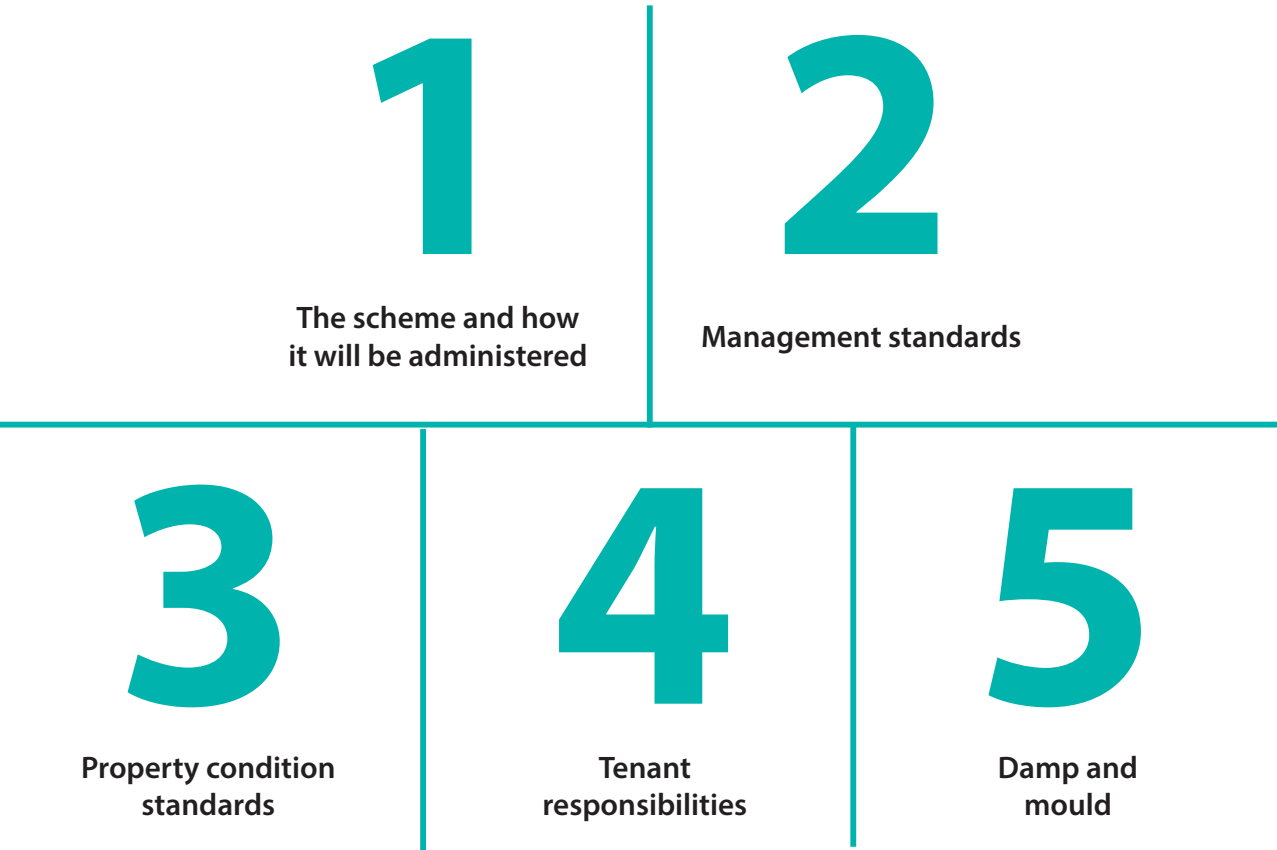


PURPOSE

The purpose of this code is to facilitate partnership work between Burnley Council, landlords, managing agents, tenants and other agencies to improve the condition and standard of management within the private rented sector.

The code incorporates statutory responsibilities, and good practice referenced in the National Private Rented Sector Code of Practice 2015. The code aspires to a standard above minimum legal requirements.

THE CODE IS SPLIT INTO FIVE SECTIONS:



SECTION 1 – THE SCHEME



INTRODUCTION

Burnley has a high percentage of private rented properties (24%) compared to 19.4% in the North West and 20.6% in England. This sector plays an important role in providing accommodation for a diverse range of households. Private rented property in Burnley does, however, have higher levels of unfitness and disrepair. It is often associated with a higher tenant turnover, poor management standards and anti-social behaviour that can affect the stability and cohesiveness of local communities.

The Government recognises accreditation as a voluntary tool to work in partnership with landlords and agents to raise standards within the private rented sector.

WHAT IS ACCREDITATION?

Accreditation started to be used as a means of acknowledging and encouraging good private landlords in the early 1990s, particularly in the student sector. These early schemes were operated by higher educational institutions and/or their agencies and some local authorities.

By the mid-1990s increasing numbers of local authorities were operating accreditation schemes across their entire administrative areas. The growth of accreditation came to the Government's attention in the late 1990s and, in 1999, it commissioned the University of Birmingham to undertake research into the operation and benefits of accreditation.

The positive findings encouraged the Government to support and encourage accreditation and, in 2001, it issued comprehensive guidance to local authorities on how to successfully develop and operate accreditation schemes.

Accreditation is a partnership, giving landlords an opportunity to work with the local authorities. Each scheme has a set of standards relating to the management and physical condition of privately rented accommodation. Landlords and managing agents who join the scheme and abide by the standards are accredited. Accreditation is voluntary. There is no compulsion for landlords to join, but there are advantages.

The Good Landlord & Agent Scheme



The Good Landlord and Agent Scheme (GLAS)

Burnley Council, in partnership with landlords, introduced GLAS in 2001 to work with the private rented sector in improving the condition of these properties and the way in which they are managed.

Through continuing development of the scheme more landlords and agents are encouraged to join and improve the condition of their properties. These improved conditions physically enhance living conditions for tenants and residents in the borough.

The council hold a two monthly Private Rented Sector Forum which is representative of landlords, tenants, the local community and other voluntary and statutory agencies operating in the private rented sector. The forum plays a key role in accreditation, assisting in the development of this code, discussing projects and programmes so as to improve standards in the private rented sector, and raising the profile of responsible letting.

"Accredited landlord" is awarded to a landlord who, with their properties, has been certified as meeting the legal requirements associated with letting properties in the UK.

The Gold Standard

The council recognises that many landlords provide living accommodation above and beyond the legal minimum standard of the Housing, Health and Safety Rating System (HHSRS) which further improves the sector. To recognise these landlords a Gold Standard has been introduced. 'Gold standard accredited landlord' is awarded to a landlord who, with their property, has been certified as not only meeting but exceeding the legal requirements associated with letting properties in the UK.



The aims of the accreditation scheme are:

- To improve the conditions of private rented housing in the borough
- To promote good standards of management and best practice in the private rented sector
- To create a working relationship between the council and the private rented sector
- To provide tenants with confidence in the quality and management of their accommodation
- To give recognition to landlords and managing agents whose properties are of good standard
- To improve and promote the reputation of the private rented sector
- To assist landlords, managing agents and tenants to fulfil their responsibilities with regard to rented accommodation
- To provide information and support on legal responsibilities and good practice to landlords and managing agents

The benefits of the accreditation scheme are:

- Market advantage over unaccredited landlords and managing agents when attracting tenants and business
- Reduction in selective licensing and houses in multiple occupation licensing fees
- Free property marketing on the council's website.
- Access to interest free Empty Homes Loans (Gold Standard Only)*
- Recognition as a reputable landlord providing good quality accommodation
- Up-to-date information on new legislation, initiatives or policies affecting the private rented sector
- Access to support and advice from housing professionals
- Discounts on services and products with local businesses
- A council tax exemption of up to six months if a long term empty property is acquired and renovated meeting the required criteria (Gold)

*The payment of selective licensing fees if you have acquired, renovated and brought back into use a long term empty property (Gold Standard Only)



ADMINISTRATION OF THE ACCREDITATION SCHEME:

Application

Those who would like to join GLAS will be provided with an application pack which should be submitted along with specified certificates to housing and development control.

Property Inspections – Applicants will be expected to ensure that their properties meet the conditions detailed in this code by following the check list provided. An inspector will check a percentage of the properties owned or managed by the applicant. Major failings in the condition will result in the application being cancelled.

Minor remedial action will be conveyed to the applicant who will receive a schedule of work and an agreed timescale for completion of the work. Failure to complete the remedial work in the agreed timescale will result in refusal of accreditation.

Management Standards – The scheme operator will assess the management practices of the landlord or managing agent against this standard. If a landlord wishes to become accredited and has an appointed manager to undertake full management responsibilities that agent must be granted accreditation.

Mini Audits – The scheme operator will visit a managing agents’ office to ensure management procedures meet the code. This could include viewing various documents for a property managed by the agent or how a recent complaint has been dealt with.

Public Register – The names of accredited landlords and managing agents will be entered into a public register and available on the council’s website. No other contact details will be released without prior permission.

Membership Renewal – Membership will be continuous with compliance checks of management and property conditions periodically.

Amendments to the Code – The council, in consultation with the Private Rented Sector Forum, reserves the right to alter this code in line with any changes in local, regional or national legislation/good practice.

Information – The council will provide advice, support and hold landlord evenings to provide up-to-date information about legislation and best practice within the private rented sector.

Training – The council will provide development days for landlords.

Complaints – Complaints about accredited landlords or managing agents will be investigated by the council which will consider the following actions depending upon the whether there is a breach of this code and the severity of such a breach:

- a. Moderate failings of the code will be dealt with by meeting and writing to the landlord or managing agent advising them of the action that needs to be taken to ensure future breaches do not occur. Failure to improve or subsequent breaches of the same nature will result in the revocation of the accreditation status.
- b. Major serious failings will lead to revocation of the accreditation status. Such breaches will include those that affect the health, safety and welfare of residents, or those that would be deemed a criminal offence, such as the harassment or unlawful eviction of the tenant.



REFUSAL OF ACCREDITATION

Accreditation status will be refused if:

- a. The applicant has serious convictions, cautions, reprimands or warnings as detailed at the end of this document.
- b. The applicant has a history of non-compliance in relation to property condition or management standards. This will include the service of statutory enforcement notice or penalty notices in a period of 12 months prior to the application for accreditation being received.
- c. The applicant has been refused a licence or their licence has been revoked.
- d. The property inspections show major failings in relation to the condition of the properties as detailed in the check list to this code.
- e. The required remedial work to meet the code is not undertaken in the requested timescales.
- f. Checks show that management practices of the applicant do not meet those detailed in this code.

Appeals procedure – Applicants who disagree with the decision to refuse or revoke accreditation can appeal in writing to the head of housing and development control.



SECTION 2 – MANAGEMENT STANDARDS



LANDLORDS

Pre-tenancy

1. You must ensure that the property particulars and any advertisements include the Energy Performance Certificate rating
2. You must actively encourage applicants from all backgrounds and ensure that prospective tenants will not be discriminated against due to their race, colour, gender, religion, sexual orientation, ethnicity, disability or national origin or age.
3. You must advise tenants of all material information such as rent levels, fees, tenancy terms, arrangements for deposits and ensure that there are no misleading omissions from the information provided.
4. When arranging viewings, if the property is occupied you must ensure the existing tenant is given at least 24 hours' notice of the appointment and in accordance with any terms in the tenancy agreement.
5. You should provide the tenant with a copy of the guidance; How to Rent – the checklist for renting in England.
6. Once an agreement has been reached you should send written information to the potential tenant including:
 - a. tenancy terms
 - b. rent levels and any other costs (including service charges) due dates, increase dates, and methods of payment
 - c. the deposit and how it is held
 - d. any guarantor requirements if applicable
7. You must take reasonable steps to check the lawful immigration state of the potential tenant.
8. You must obtain a satisfactory written reference (or more than one reference to cover a period of around three years housing history) which include details of how that person conducted any such tenancy in terms of causing nuisance, anti-social behaviour, payment of rent and any breaches of the tenancy agreement(s). You should keep a record of the steps you take to do this.

The scheme operator does offer assistance with referencing prospective tenants. The GLAS application pack contains more information in relation to this.

9. You must prepare an appropriate inventory which includes checks that the smoke detection and carbon monoxide alarms are working upon commencement of the tenancy. A separate check for the smoke detection and alarm verification can be used if this is the preferred method.
10. Where data is handled electronically the landlord or managing agent must provide a privacy notice to tenants in compliance with the General Data Protection Regulations 2018.

Setting up a tenancy

1. The tenancy agreement issued must comply with current legislation and be written in plain, intelligible language. All parties included in the tenancy agreement should be aware of their rights and responsibility under the agreement and landlords should be able to demonstrate that they have made every reasonable effort to ensure the tenants awareness.
2. The tenancy agreement must be signed by the landlord or their representative and the tenant(s).

Please note that if you appoint a managing agent the tenancy agreement must still contain the landlord's name. The tenant should retain the agreement and a copy by the landlord.

3. The tenancy should contain acceptable behaviour clauses. Tenants should be provided with clear information about the level of behaviour expected of them whilst in the tenancy and their responsibilities both to the property and to their new neighbours and wider community. The information should also include examples of behaviour constituting anti-social behaviour and nuisance, as well as explaining clear consequences of displaying such behaviours.
4. Any guarantors must sign a written deed of guarantee that clearly states their obligations.
5. You must ensure the inventory is signed by the tenant and dated.
6. You should provide the tenant with at least one set of keys. This should include window lock keys and alleygate keys where appropriate. This should be recorded in the inventory.
7. You must give the tenant a copy of your written repair procedures and emergency contact details. The procedures should show that the landlord will respond to repairs within reasonable timescales. The following would be deemed reasonable under the authority. It is, however, recognised that there may be circumstances where this may not be achievable, for instance, because of genuine difficulty obtaining parts or lack of availability of workmen.
 - a. **Emergencies** – When there is an imminent risk to health and safety, the work will be undertaken in 24 hours. The priority is to make the situation safe and secure. Following that, arrangements will be made to complete the repair as normal.
 - b. **Urgent** – When it is a key component that is not operating eg a boiler break down or a broken toilet, the work will be undertaken in five days.
 - c. **Routine** - When the problem doesn't cause too much inconvenience eg internal joinery or plaster work, the work will be undertaken within 28 working days.

8. Tenancy deposits for assured shorthold tenancies must be protected in a Government-authorised scheme within the statutory timescale and otherwise in accordance with the relevant scheme rules. The tenancy agreement must make provision for the holding of any deposit, specifying how the deposit is to be held; and who keeps any interest earned on it.
9. The tenancy agreement must also state why the deposit is being held and the circumstances in which it is to be released, in whole or in part.
10. The tenancy agreement should also state which tenancy deposit protection scheme the deposit is held under.
11. You must make prescribed information regarding the tenancy deposit protection scheme available to the tenant(s) within the statutory timescale of receiving the deposit. The tenant(s) must be given an opportunity to check and sign the prescribed information.
12. The deposit must be released only in compliance with the terms under which it was originally held.
13. You must give a copies of the gas safety certificate, energy performance certificate, How to Rent Guide, and electrical installation condition report (EICR) to a new tenant before they move in.

During a tenancy

1. You must ensure tenants are able to live peacefully within their property.
2. You must ensure any repairs are undertaken within a reasonable timescale; tenants must never be evicted for simply requesting repairs and works must be carried out at a reasonable minimum standard so that they do not need to be repeated within a short period of time.
3. You should ensure that the tenants are aware of their responsibility to act in a “tenant like” manner and to carry out minor repairs themselves such as changing light bulbs or clearing toilets or drainage if they become blocked.
4. You should carry out checks at the property at reasonable times and intervals (quarterly is recommended).
5. Respect the privacy of the tenant, for example by giving adequate notice and ensuring permission is given (usually no less than 24 hours) before access to the property is needed. If the tenant refuses access you have no right to enter the property without a court order. To enter the property against the wishes of the tenant may be considered harassment.
6. The tenancy agreement should contain provision for entry in emergencies.
7. You should promptly tackle anti-social or nuisance behaviour emanating from the property, whether perpetrated by the tenants or people visiting or living with them.
8. You should tackle any breaches of the tenancy agreement promptly, and take any necessary action.
9. You should take steps to keep informed of the developments in the legislation affecting the private rented sector to ensure you are meeting the law.
10. You must not cause or permit a house to be overcrowded.
11. You must ensure that a gas safety certificate is carried out every 12 months by a Gas Safe registered engineer and a record kept for two years. You must give a copy of this certificate to tenants within 28 days of the check being completed.
12. You must ensure that an Electrical Installation Condition reports (EICR) is carried out every 5 years (sooner if the report recommends a lessor period). Any Code 1s or 2s in the report must be addressed by you. You must give a copy of the report to tenants within 28 days of it being completed.
13. If providing portable electrical appliances these should be PAT tested every year.
14. Maintain trees that tenants can't reasonably be expected to do safely eg where a tree surgeon would be required.

Ending a tenancy

1. On giving or receiving notice to bring a tenancy to an end, you should provide a tenant with general written guidance as to what steps need to be taken to prepare the property for the final checkout, handover of keys and other matters. You should draw the tenant's attention to any specific clauses or obligations within the tenancy agreement relating in particular to proposed deductions from the tenancy deposit but also, for example, to specified standards of cleaning etc.
2. If you serve a notice on a tenant to terminate a tenancy you must ensure that the deposit has been protected and that the tenant has, at the appropriate time, been given the correct prescribed information relating to the protection of their deposit. The property must also have a valid EPC and Gas Safety Certificate and the tenant must have been given a How to Rent Guide.
3. Where a tenant does not move out of the property on the due date, you must seek court proceedings; you can't just change the locks or throw the tenant out.
4. The vacated property should be inspected as soon as possible to establish whether it has been returned in the condition specified in the tenancy agreement.
5. You should give the tenant a reasonable opportunity to attend the inventory checkout.
6. In obtaining estimates for cleaning/repairing the property all points should be recorded making allowance for fair wear and tear. No claim can be made for any deterioration which is fairly attributable to fair wear and tear.
7. The tenant's deposit should not be refunded until the final inspection has taken place and you are satisfied that the deposit should be refunded. Deposit sums not in dispute should be refunded to the tenant within a reasonable time (in accordance with the scheme rules) from the end of the tenancy. Any balance remaining should be refunded within a reasonable time (in accordance with the scheme rules) after reaching agreement between the parties of what is to be refunded or after the decision of the tenancy deposit scheme adjudicator.
8. The grounds for any retention from the deposit must be provided to the former tenant in writing, if requested, and in compliance with tenancy deposit legislation and the requirements of the relevant tenancy deposit protection scheme. You should refer disputes about the return of tenancy deposits to the relevant tenancy deposit protection scheme.

Landlords if you are selecting a Managing Agent ensure that they are members of the Good Landlord and Agent Scheme and:

- Members of an independent redress scheme
- Member of national approved letting scheme or the association of residential letting agents,
- Protect your money by way of a clients' money protection scheme and
- Have appropriate insurance such as public liability and professional indemnity insurance



MANAGING AGENTS

Managing agents can directly influence landlord tenant relations and are usually the first people to inspect properties bought in the rental market, influencing landlords’ decisions and directly impacting on the private rented market in their own right. Many managing agents are unregulated and some are not members of a recognised professional body. It is important that agents are encouraged to join GLAS to promote accreditation to those landlords they deal with on a day-to-day basis and to highlight those managing agents who are not willing to work with the council to improve the private rented sector across the borough.

As well as the management practices detailed under the landlords section, managing agents have additional responsibilities to:

Pre-tenancy

1. Inspect the property(s) before taking over the management giving truthful and accurate advice as to what work is required to ensure the property meets required condition standards and a realistic rental assessment reflecting current market values.
2. When offering services to a landlord an agent must comply with the:
 - a. Consumer Protection from Unfair Trading Regulations 2008 (CPRs)
 - b. Business Protection from Misleading Marketing Regulations 2008 (BPRs)
 - c. Unfair Terms in Consumer Contracts Regulations 1999 (UTCCRs)
 - d. Supply of Goods and Services Act 1982 (SGSA); and
 - e. Unfair Contract Terms Act 1977 (UCTA).
3. Agents must give landlords written confirmation of their instructions to manage a property on their behalf. This must include details of fees and expenses, business terms, the duration of their instructions, and the extent of the agent’s financial authority to authorise expenditure such as essential repairs/maintenance.
4. The agent must give these details to the landlord before the landlord is committed or has any liability towards them. The landlord should be given sufficient time to read and understand the agreement before signing.
5. Terms of engagement must clearly state the scope of the work the agent will carry out and any additional responsibilities. The terms must be fair and must be written in plain and intelligible language. The terms of engagement should state that a copy of the agent’s complaints-handling procedure is available on request, together with details of the redress scheme to which the agent belongs.
6. If a landlord signs a contract: with the agent present at their home; or at another location away from the agent’s premises; or by post or online; or without having met the agent, the landlord must be given a right to cancel that contract within 14 calendar days from the date of signing. If the landlord requires the contract to start before the end of this cancellation period the agent must obtain confirmation of this in writing.
7. Both parties should sign and date the terms of engagement. Any subsequent changes to terms of engagement must be confirmed in writing and signed by both parties.



8. Agents must provide clearly defined details of their fees and expenses which may become payable. All fees, charges and penalties applicable to both landlords and tenants need to be displayed inclusive of VAT.
9. Agents must prominently display these on their website and at each office where they deal face-to-face with those using or proposing to use their services. They must also state whether or not they are a member of a client money protection scheme and which redress scheme they belong to. If the agent does not know the exact amount at the time, they should give details of how it will be calculated. This should include any renewal commission and the method of calculation, making clear that this will only arise where the agent is instructed to renew the tenancy or the landlord has specifically agreed to the agent’s entitlement.
10. Agents should state all fees inclusive of tax, a legal requirement where the landlord is not a business.
11. Agents must include any contractual right to interest on late payment in the terms of engagement. The terms of engagement should set out which party retains any interest accruing from client money held.
12. Agents who want to appoint a subagent must first obtain the landlord’s authorisation. Appointing a sub-agent without authorisation may be considered a breach of duty unless it is contained within the agent’s terms of engagement.

During the tenancy

1. Keep adequate and up-to-date accounts and records to show that money has been paid into a dedicated client account and to explain all dealings with that money.
2. Advise your client or tenant that the monies will be held in a designated client account and provide them with details of this account.
3. A client account should be in credit at all times. There must not be any borrowing from one client’s fund to pay another client or those entitled to receive money from the latter’s account.
4. The client’s money should be deposited into a Financial Conduct Authority (FCA)-authorised bank or building society.
5. Unless the client or tenant has agreed otherwise in writing, you should credit interest earned on any client bank accounts to the appropriate client or tenant.
6. The letting commission or other charges due to the agent from the client must not be taken from a tenant’s deposit. You must ensure at all times that the deposit is released only in compliance with the terms under which the deposit was originally held.
7. Be a member of a clients’ money protection scheme and you must clearly display, in your offices and on your website, whether or not you are a member of such a scheme.
8. If you are appointed to collect rent, you should have a system in place to notify a client landlord promptly if rent becomes overdue. In the event of arrears, you must notify any rent warranty insurers promptly and ensure that the timescale for any rent warranty notification is met.
9. You should ensure that sufficient funds from the landlord are available prior to instructing a contractor. The method of payment should be agreed between all parties prior to works commencing. You should disclose any commission you might receive from the contractor at the time that estimates are provided to the landlord.

Ending a tenancy

1. You should inform a client landlord, promptly and in writing, of the receipt of a lawful notice from a tenant.
2. Where a tenant does not vacate a property on the due date, you should advise the client landlord promptly and co-operate fully and promptly with legal advisers acting for, or appointed on behalf of, client landlords.

LEASE AGREEMENT FORM

I entered this _____ of _____, by and be
(er) and Last Name: _____, First Nam
____ (hereinafter called "Re t"),

ovenants hereinafter contained o. _____ resident



SECTION 3 – PROPERTY CONDITION STANDARDS

THE GOOD LANDLORD AND AGENT SCHEME – PHYSICAL CONDITION OF THE PROPERTY

The Housing, Health and Safety Rating System (HHSRS) was introduced by the Housing Act 2004 and is the method used to assess whether properties are free from unnecessary or avoidable hazards. The system looks at two types of hazards:

- 1. Category 1 hazards, these pose a significant risk to health, safety and welfare. The council **must** take action when such hazards are identified.
- 2. Category 2 hazards, still pose a risk to health, safety and welfare. The council **may** take action when such hazards are identified.

Properties should be maintained and managed to ensure that the potential risks to health, safety and welfare, based on the HHSRS are reduced to as low a level as is reasonably practicable and cost effective. There should be no Category 1 hazards present in the properties.

The checklist detailed below is not an exhaustive list. It will, however, assist landlords and managing agents in ensuring their property meets this code of practice and is free from avoidable hazards.

Please note that additional standards are required for Houses in Multiple Occupation and you should refer to the council's Standards for Houses in Multiple Occupation.

CHECK LIST

Property Address :

Component	Primary Hazard	Checked/Notes
The property should have at least an E rating detailed in the Energy Performance Certificate. C to achieve gold standard.	Excess cold	
EXTERNAL		
Chimney		
Structurally sound	Structural collapse	
Sound pointing	Damp and mould	
Sound flashing and capping		
Roof		
Ridge tiles and pointing sound	Damp and mould	
Roof covering sound.		
Any replacement slates to be of the same size, colour and thickness.		
Properly installed, maintained and matching rain water and drainage goods including gutters, rainwater pipes and soil vent pipes. Gutters should be free from debris/vegetation. Timber gutters should be painted/treated.		
Front and Rear Elevation		
Sound and uniformed pointing (not missing or cracked)	Damp and mould	
Sound render (not missing, blown or cracked)		
Windows		
Well maintained window frames with locking handles, trickle vents or a mechanism for being secured on the opener whilst allowing a gap for ventilation. 'K Glass' or similar alternative.	Excess cold	
Windows should be neatly and adequately sealed to ensure they are free from draughts and operate freely.		
The view through the glazing should not be obscured by failed double glazing units (Please not that failed double glazed units that extremely obscure the view will not be accepted as meeting the GLAS standard).	Lighting	
Where key operated locks are fitted owners should ensure that the tenants are provided with keys.	Entry by intruders	
Window Restrictors		
If any window opens fully without restriction, ensure that a window restrictor that limits the window to opening no more than 100mm but that can easily be overridden by an adult in the event of an emergency without the need for a key is fitted.	Falls between levels	
Front and Rear Doors		
Solid core timber, metal framed UPVC construction or specialist composite security doors. All glazing in doors must be either wired or safety glass. The door should be of sound fitting with multi-point locking, letter plate and all necessary furniture including door numbers.	Entry by intruders	
The door frames should be strong and well secured to the jambs.		
Ensure the door is fitted neatly in the casing with a maximum 2 to 4 mm gap around the door to prevent draughts.	Excess cold	
Ensure a weather bar is fitted to the door.		

Component	Primary Hazard	Checked/Notes
Security Grills		
Any security grills fitted to exit doors must allow escape from the building easily. Security grilles on ground floor windows where they form part of the protected route of escape from fire, must be easily removable.	Fire	
Security grills should not be fitted to first floor windows.		
Gardens and Yards		
Timber/steel gate to suit the height of the yard/garden walls/fences. The gate should be structurally sound, open and close with appropriate latch/bolt.	Entry by intruders	Decorated or stained
 Suitably decorated or stained.		
 The house number should be visible on the rear gate.		
All boundary walls and fences will be of adequate height, well maintained, stable and in good repair.		
Render should not be excessively blown or falling off.	Structural collapse	
Coping and decorative blocks must be stable and adequately secured.		
All yard surfaces should be of a solid construction and free from trip hazards.	Falls on the level	
Where a garden or yard area exists this shall be kept in good order and free of waste, litter and faeces as far as is reasonably practicable.		
The landlord, as far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden/yard free of unwanted furniture or fittings.	Domestic hygiene, pests and refuse	
External Decoration		
 Painted elevations should be of sound condition, uniform and free from excessive deterioration. This should include jambs and cills.		
Drainage		
All drainage holes should have suitable covers	Personal hygiene, sanitation and drainage	
External Steps		
Where appropriate (eg 3 steps or more) external steps within the boundary of the property require a hand rail/guarding.	Falls on stairs	
INTERNAL		
Loft Hatch		
The loft hatch should fit securely to prevent excessive draughts.	Excess cold	
Waste Pipes		
Where waste pipes have to run through internal rooms to exit to the external wall they should be boxed in.		
Floor Boards and Wood Work		
Floor boards should be secure and even.	Falls on the level	

Component	Primary Hazard	Checked/Notes
All wood fittings within the property should be free from dry and wet rot.	Damp	
Vestibules		
The glazing in vestibules should be of safety glass. If a vestibule is to be removed all of the vestibule must be taken out and the ceiling made good including uniformed re-decoration.		
Heating		
Gas central heating system capable of heating the living areas to 21°C and all other areas of the property to 19°C, when the outside temperature is -1°C. All rooms including the kitchen and bathroom should be capable of being heating in the manner described.		
 The Ideal		
A' Rated Boiler		
7 day fully programmable digital room thermostat	Excess cold	
Thermostatic radiator valves (TRVs) on all radiators (except in rooms with a room thermostat)		
A high performance hot water cylinder and a cylinder thermostat (if you have a hot water cylinder)		
If there has never been a gas supply to the property contact the scheme operator.		
Any exposed heating pipes running up walls should be neatly boxed in.		
Lighting		
Each habitable room should have an opening window of appropriate size and position to provide sufficient light during day light hours to enable domestic and recreational activities to be carried out without eyestrain.		
Windows should not be shared between rooms by the addition of a partition wall. Each room with the potential to be a habitable room must have its own opening window.	Lighting	
Artificial lighting should be appropriately positioned with sufficient accessible switches to control it.		
Please note that artificial lighting to the stairs must be controllable from the top and bottom of the staircase.		
 At start of tenancy install energy efficient light bulbs		
Internal Doors		
Ensure the doors open and close with suitable clearance for carpets, ensure the door hinges are secure and ensure the door latches securely, ensure all edges are finished to an acceptable standard being a smooth finish with all harris's removed.	Collision and entrapment	
The doors should fit neatly into the casing with a maximum 2 to 4mm around the edges.		
The door to the bathroom or toilet(s) should be provided with a lock.		
 Glazing in doors should be safety glass ,if they aren't ensure glass safety film is added to prevent the glass shattering if broken. (Please not ply-boarding the glazing will not be accepted)		
Replace with safety glass or replace door		

Component	Primary Hazard	Checked/Notes
Kitchen		
Kitchen facilities should be of an appropriate design and laid out to make it easy to safely and hygienically prepare food.	Food safety	
The window should be easily accessible to open and close to provide ventilation.	Damp	
Install suitable mechanical ventilation with built in shutter and over -run		
The sink should be of adequate size with drainer. With a supply of hot and cold water properly connected to pipes which safely carry away waste water to discharge it into a drainage system	Food safety Water supply	
As a minimum there should be:	Food safety	
A double base unit separate to the sink unit which is not suitable for food storage.		
A single base unit		
A double wall unit		
One of the base units should contain a minimum of one drawer.		
1.5 meters of work surface. The surface of the worktop smooth, impervious and capable of being easily cleaned.		
A space for a cooker with either a gas or electric connection.		
A space for a fridge and freezer and washing machine.		
If the size of the kitchen makes it difficult to meet this specification contact the scheme operator.		
Provide a minimum of 300 mm (approx. 3 rows of tiles or equivalent) to the rear of all work surfaces and behind the cooker position. Tile edges must be suitably finished using either tile edging bead or pointed with silicone sealant.	Food safety	
The floor covering should be an even surface and easily cleaned (carpets are not recommended).	Falling on levels	
Internal Stairs		
Handrails are to be fixed at an appropriate height of between 900mm -1000mm above the step nosings. The handrail must be a suitable profile such as mop stick and securely fixed. Balustrades or guarding must not have gaps that are in excess 100mm.	Falling on stairs	
Bathroom		
The toilet should be smooth and impervious surface. A seat and lid should be fitted to the toilet. Connected to a working flushing cistern provided with a supply of water and connected to a drain capable of carrying waste into the drainage system	Personal hygiene	
A wash hand basin, bath or shower securely fitted with a supply of hot and cold water. They should be capable of being easily cleaned and connected to water pipes which safely carry away waste water to discharge it into a drainage system.		

Component	Primary Hazard	Checked/Notes
Provide a minimum of 300mm approx. 3 rows of tiles to the wash hand basin and bath. If a shower is installed over the bath provide tiles approx. 6 m squared from bath to ceiling and a suitable shower curtain or screen. Tile edges must be suitably finished using either tile edging bead or pointed with silicone sealant.	Personal hygiene	
The floor covering should be an even surface and easily cleaned (carpets are not recommended).	Falling on levels	
Install a suitable extractor Fan with built in shutter and over run.	Ventilation	
Bathroom lighting should comply with the IEE Wiring Regulations - 18th Edition. In particular attention should be given to Zone 0, Zone 1, and Zone 2. The bathroom ceiling light is generally outside these zones but should be of the sealed and splash proof type.		
Electrical Hazards		
The electrical installations should be safe to use and regularly maintained eg no cracked light or plug sockets.	Electrical	
All properties should have a satisfactory Electrical Installation Condition report that meets The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020.		
With the exception of the bathroom every room should have at least two double plug sockets in accordance with IEE guidelines. The kitchen should have a minimum of three double plug sockets along work surfaces in locations that prevent the need to use extension cables and that are directly above a sink or cooker.		
Meters should have an adequate cover and sealed. Meters and consumer units should service the residential accommodation only and should not be shared with other uses such as a commercial part of the premises.		
If portable appliances are provided by the landlord a PAT test is required.		
Gas Appliances		
Gas supplied to the property and gas appliances should satisfy the requirements of current quality regulations. A gas safety certificate should be obtained annually.	Carbon monoxide	
The gas meter should service the residential accommodation only and should not be shared with other uses such as a commercial part of the premises.		
A carbon monoxide detector should be located in the premises if solid fuel burning appliances are used.		
All properties should be fitted with a carbon monoxide detector in the room where a gas appliance is located (except a gas cooker).		
Basements		
Should be fitted with a hand rail to the stairs and adequate lighting which can be switched on at the top of the stairs.	Falls on stairs	
Well ventilated	Damp and mould	

Component	Primary Hazard	Checked/Notes
Fire (Single Occupancy 2 Storey)		
For shared and larger properties contact the scheme operator		
The Ideal Hard wired interlinked smoke detection fitted on every level of the property including the cellar. A heat detector in the kitchen and at fire escape windows fitted in the bedrooms with restrictors limiting to but easily overridden in the event of an emergency without the need of a key. The council does not recommend but will accept battery operated smoke alarms fitted at ground and first floor storeys. For typical terrace properties with a central staircase, a door between the kitchen (a risk room) and the bottom of the stairs should be fitted thereby providing a protected escape route to the front door without the need for an escape window. Where a staircase enters a kitchen an escape window should be present on the first floor. A heat detector should be fitted in the kitchen.	Fire	
Accommodation with Attic Bedrooms		
Must have a door		
Hardwired interlinked smoke detection on all floors with an escape window to the first floor.	Fire	
Bulk Head/Middle Bedrooms		
Must have a suitably sized window that can be opened and closed.	Lighting/damp	
Internal Decoration and Floor Coverings		
At the start of the tenancy the decoration should be in a reasonable condition, clean and uniformed.		
At the start of the tenancy the floor coverings should be in a reasonable condition, clean, well fitted and uniformed.		
Asbestos		
The property should be free from asbestos.	Asbestos	
Lead		
Installation of lead pipework is now prohibited in the UK. Any lead pipe work found in the distribution of drinking water should be removed and replaced.	Lead	
Infestations		
The house should be free from insect or pest infestations.	Pests	



SECTION 4 - TENANTS RESPONSIBILITIES

Tenants also have an important role in improving the private rented sector by ensuring their behaviour does not adversely affect the property or the neighbourhood they are living in. They can do this by meeting their responsibilities detailed below:

1. Read the tenancy agreement carefully and ensure that you do not breach the clauses listed under the tenancy.
2. Pay the rent on time/ensure benefit claims are submitted.
3. Look after the property and get your landlord’s permission before attempting repairs or decorating.
4. It is advisable to get contents insurance to cover your possessions as the landlord’s insurance won’t cover your things.
5. Be considerate to the neighbours and do not cause or permit people in your house who will cause anti-social or criminal behaviour.
6. Don’t take in a lodger or sub-let your home without checking whether you need permission from your landlord.
7. Do not get a pet without checking whether you need permission from your landlord.
8. Do no tamper with the electrical or gas meters.
9. Ensure that you know how to operate the boiler and other appliances and know where the stop cock, fuse box and any meters are located.
10. Test your smoke alarms at least once a month.
11. Report any need for repairs to your landlord. There will be a risk to your deposit if a minor repair turns into a major problem because you did not report it.
12. Behave in a “tenant like” manner and ensure you undertake repairs that you are responsible for, such as changing light bulbs, unblocking toilets that you have blocked.
13. Keep the garden/yard in good order and free from waste, litter, weeds and faeces.
14. Present bins and recycling for collection and ensure they are returned to the property after the collection has taken place.
15. After any initial fixed period which is usually 6 to 12 months if no contact is received from your landlord you will be on a ‘rolling periodic tenancy’. This means you carry on as before but with no fixed term – you can leave at any time by giving one month’s notice or your landlord can end the contract at two months’ notice.
16. Your landlord might want to increase your rent. Your landlord can increase your rent by agreement, or as set out in your tenancy agreement, or by following a procedure set out in law.

Ending the tenancy

If you or the landlord want to end the tenancy there are things that both landlords and tenants must do at the end of the tenancy:

1. Giving notice. One month’s notice is typical for the tenant.
2. Try to be present when the property is inspected to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a check-out inventory). If you do not agree with proposed deductions contact the relevant deposit protection scheme.
3. Make sure that your rent payments are up to date. Do not keep back rent because you think that it will be taken out of the deposit.
4. Do not leave bills unpaid. This might have an impact on your references and credit rating.
5. Remove all your possessions, clean the house, take meter readings and return all the keys. The landlord is entitled to dispose of possessions left in the property after, typically, 14 days.

LIST OF CONVICTIONS, CAUTIONS, REPRIMANDS OR WARNINGS

Category 1 offences

A conviction for these offences will usually result in the accreditation application being rejected.

- Offences of dishonesty
- Benefit fraud (offences under ss111A and 112 of the Social Security Administration Act 1992)
- Forgery
- Burglary
- Conspiracy to defraud
- Obtaining money or property by deception
- Offences of violence
- Murder
- Manslaughter
- Arson
- Malicious harm (s20 Offences against the Person Act 1861)
- Possession of a firearm
- Possession of an offensive weapon
- Actual bodily harm (s47 Offences Against the Person Act 1861)
- Grievous bodily harm (s18 Offences Against the Person Act 1861)
- Robbery
- Riot
- Affray
- Any racially aggravated offence (Crime and Disorder Act 1988)
- Offences relating to drugs
- Supply of drugs
- Sexual and indecency offences
- Rape
- Soliciting
- Indecent assault
- Indecent exposure 10
- Any other offence under Schedule 3 of the Sexual offences act 2003
- Housing Act Offences
- Protection from Harassment Act 1997
- Protection from Eviction Act 1997
- Any conviction for failure to comply with the licensing regime as set out in the Housing Act 2004 (s95)
- Provision of false or misleading information (s238 of Housing Act 2004)
- Obstruction (s241 of the Housing Act 2004)
- Failure to comply with a licence condition (s95 of the Housing Act 2004)
- Failure to hold a relevant licence (s72 of the Housing Act 2004)
- Breach of improvement notices and prohibition orders (s35.6 s32.2b of the Housing Act 2004)

Category 2 offences

A conviction for these offences will be viewed seriously and, following further investigation, could result in the accreditation application being rejected:

- Offences of dishonesty
- Handling or receiving stolen goods
- Theft
- Offences of violence
- Violent disorder
- Police assault
- A caution, reprimand or warning for any Category 1 offences will be classed as a Category 2 offence.

Category 3 offences

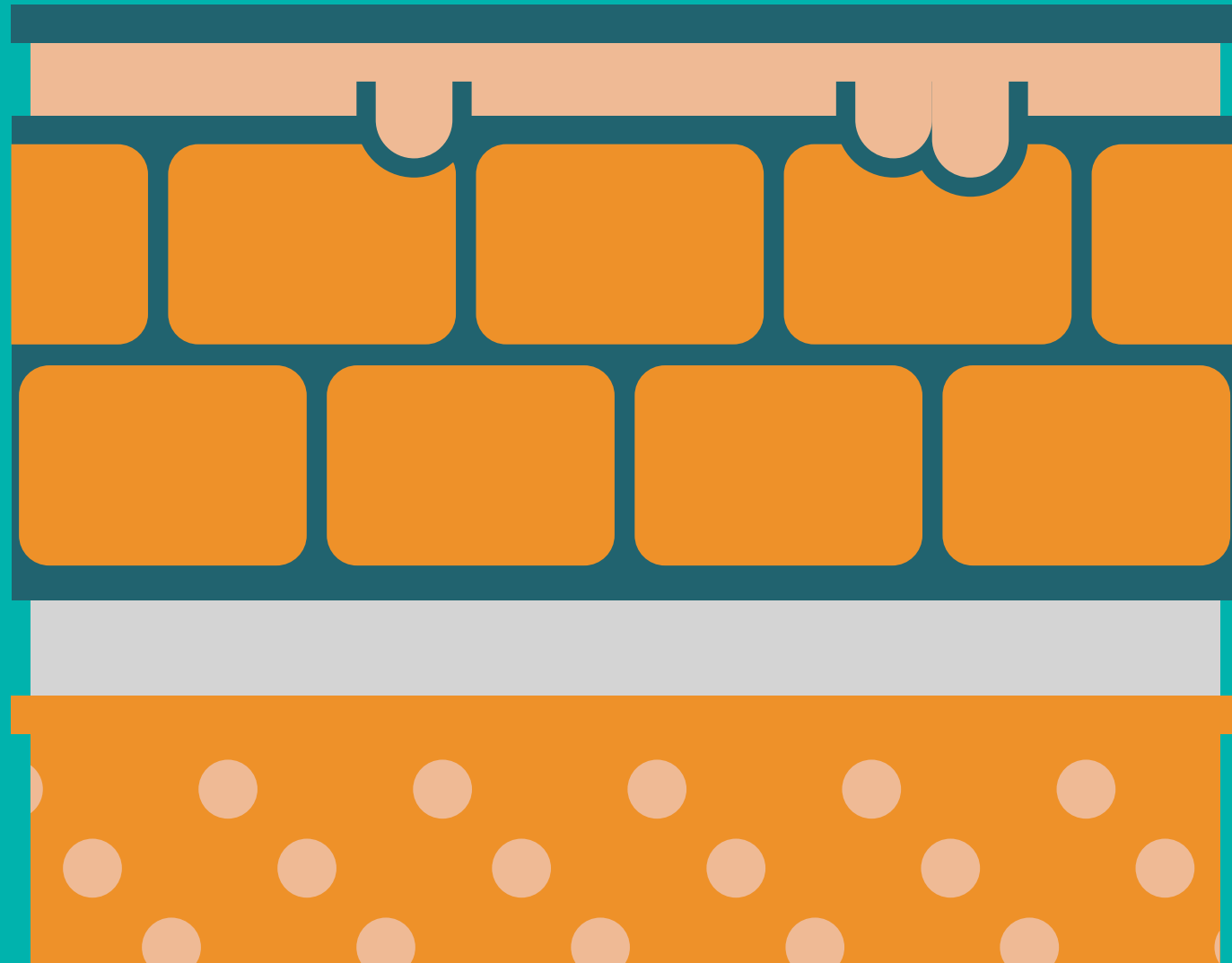
A conviction, caution, reprimand or warning for these offences may also be taken into account and further information will be requested in order to determine the relevance of these offences. If deemed to be relevant or sufficiently severe, these offences could result in the accreditation application being rejected:

- Offences of violence
- Common assault
- Criminal damage
- Obstruction 11

All other offences relating to dishonesty, drugs, sexual and indecency, Housing and Landlord and Tenant.

A caution, reprimand or warning for any Category 2 offences will be classed as a Category 3 offence.

SECTION 5 - DAMP



DAMP AND MOULD

There are three types of damp commonly found in domestic properties:

Rising Damp - where the dampness is rising up from the ground. Can occur when there is no damp-proof course or where it has been breached eg soil/path level is above the course.

It is usually found at ground floor level and leaves a tide mark low on the wall. Rising damp will be present all year round; however, it is more noticeable in winter. If it is not treated, it can cause wall plaster to crumble and wallpaper to lift.

Black mould is not usually seen where there is rising damp. This is because rising dampness carries with it ground salts which prevent the growth of black mould.

Penetrating – moisture entering through a building defect eg cracks in render, leaking roof, leaking gutters. This type of dampness is usually found on external walls or due to roof leaks on ceilings. It only appears because of a defect outside the home, such as missing pointing, cracked rendering, missing roof tiles or defective guttering and pipes. These defects allow water to pass from the outside to the inner surfaces. Penetrating dampness is far more noticeable following rainfall and will normally appear as a well-defined damp-patch which looks and feels damp to the touch.

Black mould may not be seen on areas of penetrating damp due to the affected areas being too wet and the dampness containing salts picked up when passing through the wall, which prevent the growth of black mould.

Condensation – dampness occurs when there is an imbalance between heating, insulation, ventilation and humidity eg too much moisture in the room which then condenses against the coldest surfaces. Water produced from condensation is generally noticeable where it forms on non-absorbent surfaces (eg windows or tiles, bathroom ceilings) but it can form on any surface and it may not be noticed until black mould growth or rotting of material occurs.

Condensation mainly occurs during the colder months and can happen whether it is rainy or dry. It is usually found in the corners of rooms, north facing walls and on or near windows. It is also found in areas where there is poor air circulation, such as behind wardrobes and beds, especially if they are pushed up against external walls.

Possible health effects of damp and mould

- respiratory infections, allergies, coughing
- mild fever (more common in children)
- a blocked and/or runny nose
- pain or pressure behind the face
- a scratchy or sore throat
- sneezing
- aggravate asthma
- dry, red and cracked skin
- a raised, itchy, red rash (hives)
- itchy, red, watering eyes (conjunctivitis)

More recently studies also suggest that mould toxicity, a condition that occurs when mould toxins accumulate in the body, can also lead to symptoms of depression, anxiety, attentional problems, brain fog and insomnia.

How to prevent dampness

Rising

To prevent rising damp from damaging walls, modern houses are built with damp proof courses (DPCs). In older houses, DPCs can become damaged over time, could be installed improperly or be bridged by adjoining works or soil/land. When houses are modernised or extended, the building works can affect built-in DPCs. Ground level changes can bridge the DPC layer to cause rising damp. A remedial DPC must be installed to prevent rising damp from recurring in these instances. Tanking* may also need to be considered.

Penetrating

Preventative measures include regular maintenance of gutters, downpipes, roof and windows to ensure water is not penetrating into the property. Checking renders and pointing regularly for early signs of damage also stops moisture entering.

Regular property maintenance can help to prevent penetrating damp. Plumbing and central heating are common causes of damp within the home. Boilers must be checked annually in all rented properties. It is advisable that owner occupiers do this too. Plumbing works should be regularly checked to ensure that pipes are not corroded or leaking. Small leaks have been known to drip onto adjoining walls for a long time before anyone notices.

*Tanking is the process of creating a tank-like seal to protect walls from water soaking through.

Condensation

The control of condensation requires a combination of sufficient heating, ventilation and insulation.

Heating

By introducing low-level heating, the temperature of internal surfaces will rise. This will reduce cooling of any moisture-laden air and, as a result, the amount of condensation.

Ideally, low-level background heating should be continuous, as any short bursts of heat may not result in a suitable rise in surface temperatures.

Insulation

Thermal insulation, such as loft or cavity wall insulation (where appropriate), internal wall insulation, draught proofing and double glazing, will help to reduce the amount of heat lost from a property. This will not only help keep internal room temperatures higher but will also help to keep fuel bills down.

Ventilation

Adequate ventilation is essential to allow moisture-laden air to escape from the home before condensation occurs. Extractor fans in the kitchen and bathroom can prove very effective in reducing condensation, especially when fitted with an effective humidistat control.

A property should be suitably constructed to accommodate the normal daily living requirements of tenants without the build-up of damp and mould. It is a common mistake to assume that condensation will be resolved by the resident adjusting heating, ventilation, or moisture in the air. Landlords should avoid taking actions that solely place the onus on the resident. They should consider what they can put in place to support residents in cases where structural interventions are not appropriate and satisfy themselves they are taking all reasonable steps.

Occupants can help to reduce condensation and prevent mould growth by:

- pull wardrobes and furniture away from walls, and keep tops of wardrobes clear, to allow air to circulate effectively
- open windows when cooking, or if they are installed, keep the trickle ventilators open
- keep lids on saucepans when cooking, keep the kitchen door closed and ventilate the room
- keep bathroom doors closed when bathing, and open windows slightly afterwards
- do not dry clothes on radiators, unless ventilation is increased
- if a property is over crowded this can increase condensation
- a very common area for mould growth is around windows this can be cleaned with an anti-fungal solution

We would urge landlords to be proactive in their approach to all property repairs, including damp and mould, not waiting for the tenant to raise complaints but ensuring quarterly visits are undertaken.

Damp is a very complex area and can be caused by several factors and often requires numerous interventions to prevent. It is advisable that landlords appoint a damp specialist who is a member of the Property Care Association, for example.

As landlords are being required to increase the Energy Performance Certificate scores for their properties and reduce carbon emissions they need to consider and plan for how they can identify and respond to potential unintended consequences around damp and mould.

We would also encourage landlords to review, with tenants, how they respond to reports of damp and mould to ensure they avoid automatically apportioning blame or using language that leaves residents feeling blamed.

Landlords need to be aware of the health impacts of damp and mould and ensure that their response to reports of disrepair are timely and reflect the urgency of the issue.

