



**University of Brighton
ACCOMMODATION SERVICE**



LANDLORD GUIDE
for renting self-contained property



2017





WELCOME

Our mission is to deliver good quality affordable accommodation to our students and lead by example in the private sector.

Welcome to the University of Brighton's guide for landlords.

The University of Brighton has three accommodation offices located on the Moulsecomb campus in Brighton, at Trevin Towers in Eastbourne and Priory Square in Hastings.

Each office provides help and support to students looking for accommodation in the private sector with the aim of ensuring all students are provided with good quality homes.

The university offers landlords the opportunity to advertise their property via an online database called **studenthomes**.

Students benefit from a greater choice of property whilst landlords enjoy coverage to over 20,000 students.

Contact details for all offices can be found on page 21.

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why choose us?

**Advertise for free,
directly to over
20,000 students**

**Professional
accommodation
service with
experienced staff**

**We understand
the needs of
students and
landlords**

**We manage a
portfolio of head-
lease properties
with over 200
rooms for
students**

**Dedicated
community liaison
team**

The University of Brighton has over 20,000 students in Brighton & Hove, Eastbourne and Hastings - many of whom live in the private sector.

studenthomes is our online database of properties which students use to find their accommodation.

Advertising on studenthomes is free. You can advertise your property if it meets our Code of Standards which can be found on page 10.

Our accommodation service provides help and advice to students who are looking for somewhere to live and to landlords who wish to let to students. We have years of experience in student accommodation - from our halls of residence, to managing our own head-lease scheme and helping our students find a place to live in the private sector.

The University of Brighton has a dedicated Community Liaison Team. The Community Liaison Officers seek to liaise with individuals, community groups, residents associations and other appropriate external agencies with a view to promoting and maintaining positive relationships between students and non-student residents. As part of our service, the community liaison team will help resolve issues involving University of Brighton students within the community.

To get in touch with the team, please contact your local accommodation office.

This booklet gives guidance on how to register your property with the university. It also contains information on preferred types of property and landlord and tenant responsibilities.



Questions?
Our contact details are on page 21 and we are happy to discuss any questions you may have.

UNIHOME SCHEME

Are you looking for a fully managed service with guaranteed rent?

We operate a head-lease scheme called Unihomes. Contact us to find out more about this scheme and how we can manage your property for you.



studenthomes



Your property can be seen by over 20,000 students.

The service is free - there is no charge to register or advertise.

We actively market and encourage students to use the website.

Over the summer, the site receives around 10,000 hits a month.

We can manage and upload data and photographs for your property.



The web address for studenthomes is

<http://studenthomes.brighton.ac.uk>

WHAT IS STUDENTHOMES?

studenthomes is our online database advertising different kinds of accommodation available to students studying at the University of Brighton. Students looking for a place to live in the private sector can search for and locate properties on the database.

The link to studenthomes is <http://studenthomes.brighton.ac.uk>

To advertise your property you will need to register with us. This will enable current and prospective students to see your property details from wherever they are based. The site is protected so only those authorised

by the university are able to see property details.

REGISTERING

To register for the first time or log into an existing account, simply go to the landlord section of studenthomes. You will be asked to provide your contact details and information about the property you are advertising. You can also upload valid safety certificates and photographs if these are not already present.

Once your account is set up you can revise the property information and update the advert when required by logging into your account.

Before your property can be listed on the database you must provide:

- Landlord's Gas Safety Record (see page 7)
- Electrical Installation Condition Report (see page 8)
- Energy Performance Certificate (see page 8)
- House in Multiple Occupation Licence (if required by the local authority - see page 4)
- Photographs in digital form

We do accept hard copies of the registration form and supporting documents, but this may take longer to post onto the site than via the online process.

If you prefer to complete a hard copy of the form it can be downloaded for printing from the landlord section of studenthomes and posted back to us with the supporting documentation.

Alternatively, please contact your local accommodation office so we can post one to you.

Once we have received your completed registration form with all the required documentation and are satisfied that your property complies with the Code of Standards (see page 10) we will advertise your property on the site.

We find that landlords who provide a range of photos receive a better response to their advertisements.

Please note that it is your responsibility to make sure that registrations submitted for listing are complete. We are unable to approve the registration of a property if documents are missing.

We inspect studenthome properties on a random basis to ensure compliance with the Code of Standards. However if we receive a complaint about a particular property we will need to investigate the issues raised and may wish to inspect the property.

We do not advertise the street number of your property so students will only be able to view properties by making an appointment directly with you or, if you prefer, with the current tenants after seeking their permission.

letting property

WHAT TYPE OF PROPERTY

Location is important as the majority of students will need access to public transport, either on main bus routes or close to a railway station.

Furnished, self-contained flats and houses are the most popular type of property for students, particularly houses that can accommodate groups of three to five.

Shared houses and flats should provide a study bedroom for each student (single occupancy) with shared communal facilities.

AGREEMENTS AND PAYMENT

The vast majority of self-contained residential tenancies let privately have assured shorthold tenancies. These allow the landlord to take the property back after a fixed period as long as the correct procedures are followed.

Generally assured shorthold tenancies are let for a minimum of six months and the landlord has to issue a Section 21 Notice at least two months before possession is needed.

You can view a guide for landlords here: www.gov.uk/government/publications/top-tips-for-landlords-assured-shorthold-tenancies

The Unfair Terms in Consumer Contracts Regulations 1999 requires landlords to ensure that their agreements are in clear language and not containing any 'unfair terms' such as clauses that impose unfair restrictions, penalties or obligations on the tenant.

Despite this legal requirement, a high proportion of complaints we receive concern unfair terms and poorly written agreements.

The University of Brighton has commissioned a solicitor to create a template of an Assured Shorthold Tenancy agreement (AST) which reflects best practice. We recommend that registered landlords make use of this resource. Copies of the AST will be available to download via the landlord section of studenthomes.

Experience demonstrates that 52 week tenancies can result in repairs not being completed. The university therefore recommends that accommodation contracts should be no longer than 50 weeks, to allow a 2 week interval between tenancies for essential repairs, maintenance, redecoration and cleaning to be carried out.

RENT LEVELS

We have removed any specific rent guidelines to provide greater choice and flexibility to landlords and students. It is the landlord's responsibility to ensure that the rent is fair and reflects the quality, location, amenities and decoration of the property.

DEPOSITS AND INVENTORIES

We suggest all landlords take a deposit as a safeguard against damage or unpaid bills if account(s) remain in the landlord's name. It is usual to charge the equivalent of one month's rent where rent is paid monthly or the equivalent of one week's rent where rent is paid weekly. You should never deduct from the deposit to cover 'fair wear and tear'. The tenancy agreement should also outline what the deposit may be used for.

All deposits taken by landlords for assured shorthold tenancies in England and Wales must be protected by a tenancy deposit protection scheme.

Within 30 days of receiving the deposit you must provide the tenant with:

- the landlord or representative's contact details
- which tenancy deposit scheme is being used and the contact details for the scheme
- information outlining the reasons for taking a deposit
- how tenants can apply to get their deposit back at the end of the tenancy
- what to do if there is a dispute about the deposit

There are three government approved schemes:

- **Deposit Protection Service (DPS)**
www.depositprotection.com
- **MyDeposits**
www.mydeposits.co.uk
- **Tenancy Deposit Scheme (TDS)**
www.thedisputeservice.co.uk

Disputes are resolved by an Alternative Disputes Procedure where possible within 28 days. Deposits should be

returned to tenants within 10 days if there is no dispute.

For more information and frequently asked questions please visit www.gov.uk/tenancy-deposit-protection or www.thedisputeservice.co.uk

We will investigate any complaints made by students stating that their deposit has been unfairly withheld. If a registered landlord is found to be unfairly withholding deposits, they will be removed from the register.

It is vital that you provide an up to date inventory for each property you let. It is a recommendation of deposit protection that this inventory is completed by a third party. An independent inventory protects you as well as your tenant.

HOUSES IN MULTIPLE OCCUPATION (HMO)

Since April 2006 properties occupied by unrelated tenants sharing facilities have been required to obtain a licence from the local authority.

Licensing rules differ between each town. It is the landlord's responsibility to ensure that their property is fully compliant.

Properties may also require planning permission for change of use.

For information on licensing or planning permission please contact the relevant authority (see page 21).

RIGHT TO RENT

From 1 February 2016, private landlords in England must not let residential property to people who do not have the right to rent. A right to rent 'check' must be carried out on all potential tenants and lodgers over the age of 18 regardless of their nationality and immigration status.

For more information, please go to www.gov.uk/check-tenant-right-to-rent-documents or email your local accommodation office and we will send you some guidance.

TAX AND INSURANCE

Council tax

Students studying full time (21 hours per week or more) for a full academic or full calendar year are not required to pay council tax.

- **Brighton**
Brighton based students must obtain their exemption certificate online at www.brighton-hove.gov.uk/counciltax
- **Eastbourne**
It is the responsibility of Eastbourne landlords to submit their tenants' student numbers to the local authority for checking against a shared database.
- **Hastings**
Hastings based students must obtain an exemption letter from their school office at the university and send it or take it to the local authority.

You can find your local authority's contact details on page 21.

Please note that if a landlord is unable to prove that their property was

occupied solely by students, at a later date they may be asked to pay any council tax owing on the property.

Income tax

If you own a rental property you are obliged to pay tax on any income or profit you make from it.

Contact your local tax office for more details or visit www.hmrc.gov.uk

Insurance

Landlords are advised to contact their insurance companies and/or mortgage provider before letting to students to ensure that they are covered for student occupants. Not doing so may render policies null and void. Students are advised to provide their own insurance for their personal belongings.



what to provide

WHAT SHOULD BE PROVIDED IN A SELF-CONTAINED PROPERTY

Furniture in student accommodation tends to have a shorter life than in a conventional home and landlords should review the condition of all furnishings annually. The items used must be the right size for the number of users, match as closely as possible, be durable, contemporary and in keeping with student expectations.

Where problems do occur it is usually because cheaper furniture, not suitable for long-term use, has been provided. We can provide guidance on the types of furnishings if you need it. Please contact your local accommodation office for details (see page 21).

Although we may accept unfurnished properties, most students will have little furniture of their own and you may find it harder to let unfurnished accommodation. Properties must provide an efficient heating system (preferably central heating) and have all white goods installed.

Study bedrooms

Beds should have a sturdy wooden or metal frame with fixed slats.

Good quality divan beds without stains or tears are also acceptable.

Beds must have a clean, stain free and firm mattress (replacements must be new). A cotton quilted mattress protector should also be supplied.

Wardrobe (not canvas or plastic)

Mirror (fixed to wall)

Chest of drawers with adequate storage

Desk or table (minimum size 750mm x 900mm) with desk lamp

Desk chair suitable for study use (upholstered)

Book case or wall shelving of an appropriate size

Noticeboard (fixed to wall)

Rubbish bin

Lined curtains with the addition of nets in all bedrooms overlooked in any way (in some instances alternatives are suitable, e.g. blinds)

At least four electrical plug sockets positioned appropriately to minimise use of extension leads

Kitchen

Cooker with a separate four-ring hob, clearly visible operating controls and working auto ignition

Refrigerator (allow one shelf per student)

Freezer (allow one shelf per student)

Washing machine (plumbed in)

Cupboard for each student and adequate food preparation areas

Chopping board (replaced annually)

Rubbish bin of adequate size

Fire blanket (checked annually by the landlord and replaced if used)

Floor should be vinyl or of a similar washable surface





Communal room

- Enough comfortable and contemporary seating to enable students to sit together
- Table and chairs (if not in kitchen)
- Working television aerial or satellite dish
- Adequate low energy lighting for night time and enough natural light for daylight hours
- All broadband routers, central heating and hot water controls, fuse boxes, meters and emergency cut off valves must all be located in a communal space and not within a study bedroom to ensure access by all the tenants in the property

Bathroom

- Shower (either a shower unit or bath with mixer taps and plug hole cover or trap)
- Sufficient cabinet or shelf space for those sharing
- Washable shower curtain (replaced annually)
- Electric extractor fan ideally with a humidistat sensor
- Towel rails/hooks
- Mirror (fixed to wall)
- Toilet brush (replaced annually)
- Floor should be vinyl or of a similar washable surface

General

- Adequate, safe and fixed heating, preferably central heating
- Working phone point allowing internet access or wireless router
- Noticeboard (fixed to wall in a communal area) for the display of security and other relevant information
- Clothes airing rack and external washing line (where possible)
- Ironing board with cover
- Vacuum cleaner and tools, serviced annually and suitable for the size of property and regular use
- Broom, dustpan and brush
- Mop and bucket (mop head replaced annually)
- Dustbin (or local authority-provided bin) and recycling bins
- Doormats
- All windows must have suitable coverings (e.g. curtains or blinds)
- Lockable outbuilding for student use or space for cycle storage (where possible)

Please note if you are letting to five or more students you will need to provide additional furniture and/or appliances (see pages 13-14).

Landlords are responsible for ensuring that all upholstered furniture complies with Furniture and Furnishing (fire safety) Regulations 1988 (see pages 8-9).

responsibilities

HEALTH AND SAFETY

Although it is not a legal requirement for a landlord to undertake a risk assessment using the Housing Health and Safety Rating System (HHSRS), we believe it to be good practice to ensure that the property is safe, secure, adequately heated, clean, dry and in good repair. As a general rule, the property should be one landlords themselves are happy to live in.

The Housing Act 2004 introduced the HHSRS to replace the old fitness standard and it applies to all properties in England and Wales, including those with resident landlords.

The goal of the HHSRS is to provide a safe and healthy environment for any occupier or visitor. Put simply, the rating system works by assessing the risk associated with certain hazards.

Any property advertised on studenthomes must be free of any category 1 hazards and there is a requirement by the local authority to take action when a category 1 hazard is identified. For more on information on HHSRS please contact your local authority (see page 21) or visit www.communities.gov.uk/publications/housing/hhsrsoperatingguidance and www.communities.gov.uk/documents/housing/pdf/150940.pdf

LEGIONELLA

Legionnaires' disease is a potentially fatal form of pneumonia caused by the inhalation of small droplets of contaminated water containing Legionella bacteria. If you are a landlord and rent out your property (or even a room within your own home) then you have legal responsibilities to ensure that your tenants remain safe and protected from exposure to legionella.

To find out more about your responsibilities under the law, please visit the Health & Safety Executive (HSE) website for further information: www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm

DOORS, LOCKS AND KEYS

Landlords should check their insurance policy for security requirements. All locks should be to British Standard and external doors must be of a solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened laminated glass. The door frames should be strong and well secured.

Any door providing a means of escape, and which is required to be kept locked, must be fitted with a type of lock capable of being opened, easily and quickly from within, without the use of a key. Bedroom doors with locks require an internal thumb release lock.

GAS SAFETY

Landlord's Gas Safety Record

By law, landlords are responsible for making sure gas appliances are maintained and checked for safety every 12 months. You are required to provide a valid Landlord's Gas Safety Record as proof. This annual service must be carried out by a registered Gas Safe engineer. More information found here:

- www.gassaferegister.co.uk
- www.hse.gov.uk/gas/domestic
- HSE Gas Safety Advice Line
0800 300363 or 0845 345 0055

Please scan and upload a copy of your certificate to studenthomes. If you are providing a hard copy it must be the original or a clearly legible copy. It is a criminal offence to falsify a gas safety record.

Carbon monoxide detectors

Carbon monoxide detectors are required in each room where there is a gas appliance. It is the responsibility of the landlord to make sure that carbon monoxide detectors are properly located and where possible fixed and that they meet current European and British safety standard BS EN 50291. They should be tested at appropriate intervals, and replaced if they become defective.

The most recent gas certificate stationery now includes an additional field about CO alarms. It is not mandatory for Gas Safe engineers to check CO alarms at present however the university considers it is essential for this field to be completed which should ensure that the alarm is in date, functioning and in the correct location.

ELECTRICAL SAFETY

Electrical Installation Condition Report

You are required to submit an Electrical Installation Condition Report (EICR) with a 'satisfactory' rating that is no more than 5 years old. All pages of the report must be submitted. Contractors must be registered with a Competent Person Scheme such as:

- **ELECSA**
www.elecsa.co.uk
0333 321 8220
- **NAPIT**
www.napit.org.uk
0345 543 0330
- **NICEIC Group Ltd**
www.niceic.com
0870 013 0382

If the certificate has a satisfactory rating but lists category 1 and 2 items, we will require written evidence from the electrician that all such items have been satisfactorily dealt with.

A Domestic Electrical Installation Certificate (DEIC) for a completely new installation is acceptable, but a DEIC for an 'alteration' will require in addition a full EICR. If in any doubt, we suggest that you contact your electrical contractor and ask them to certify that the DEIC applies to the full installation and covers all the points that would have been covered in an EICR. We will require written confirmation that an EICR would be mere duplication of the DEIC.

Portable appliance testing (PAT)

It is recommended that electrical equipment supplied to the dwelling has been portable appliance tested. This applies to fridges, freezers, cookers, vacuum cleaners and any other portable electrical items or

electrical appliances supplied as part of the fixtures and fittings of the property. It is a legal requirement that landlords ensure the safety of electrical appliances in their properties.

Minor Domestic Electrical Installation Works Certificate

It is a requirement of part P of the Building Regulations that any electrical installation fitted in a room where water is present, such as a kitchen or bathroom, requires a minor domestic electrical installation works certificate. An annual inspection of electrical fittings and installations at the end of the tenancy is recommended to ensure that any defects are remedied before a new tenancy period begins.

Further information is available from:

- **Electrical Safety Council**
www.esc.org.uk
- **Health and Safety Executive**
www.hse.gov.uk

Electrical fuse boxes/meters may need to be enclosed by 30-minute fire resistant material. Landlords must contact their local authority or fire officer to ensure their fuse boxes comply with current legislation and provide documentation, if appropriate, to their local accommodation office.

ENERGY PERFORMANCE CERTIFICATES

Energy Performance Certificates (EPCs) became a legal requirement for dwellings being rented in the private sector on 1 October 2008. The EPC rates the energy performance of a building. The idea is similar to the well-established energy labels for the sale of white goods such as washing machines.

For more information please visit www.epcregister.com

FIRE SAFETY

Landlords must ensure the fire safety of their property. To assist landlords in complying with this duty the Local Authorities Coordinator of Regulatory Services (LACORS) has published national fire safety guidance for landlords and local authorities, a copy can be downloaded from www.cieh.org/library/Knowledge/Housing/National_fire_safety_guidance_08.pdf

The guidance gives advice on carrying out a risk assessment and appropriate fire safety measures in residential properties. By following this guide landlords can ensure that they have complied with their legal responsibilities. The landlord must carry out a risk assessment on the property and meet the following requirements.

Fire doors

It is necessary to have a fire door installed to the kitchen so that the area is isolated and protects the means of escape in case of fire. The requirements are for a 30 minute fire door which should be fitted with a cold smoke seal usually seen running along the sides and top of doors and often found as one integrated unit. The door should also be fitted with an efficient self-closer and ideally treated with a fire retardant finish. It is the responsibility of the landlord to ensure that fire doors comply with current regulations.

Furniture and furnishing (fire safety) regulations 1988

Landlords are responsible for ensuring that all upholstered furniture complies with this legislation. Items covered by these regulations include beds, headboards, mattresses and bases, sofa beds, futons, settees, armchairs, padded upright chairs, scatter cushions, seat pads and pillows, loose and stretch sofa covers. They must be in good condition and the fabric must not be torn or damaged.

Students should not be permitted to bring their own furniture into the property or use portable heaters in the properties without prior permission.

Smoke alarm systems

The university requires interlinked mains wired smoke alarms with integral battery back-up located in the escape route at all floor levels and in the lounge plus an additional interlinked heat alarm with integral battery back-up located in the kitchen. All systems must comply with current British Standards.

Please see LACORS for guidance on the type of system (see page 8).

Fire blankets

A wall-mounted fire blanket must be fitted on the kitchen wall, away from the cooker, close to the exit and in a place where it can be used effectively. Fire blankets need to be checked for signs of deterioration and replaced immediately by the landlord if used.

TENANT RESPONSIBILITIES

The university makes every effort to inform student tenants of their responsibilities under a tenancy agreement by providing information leaflets and advice on the main university websites at www.brighton.ac.uk/accommodation and <http://studenthomes.brighton.ac.uk>

A tenant has a number of responsibilities as part of a tenancy agreement, these include:

- paying rent on time
- not causing a nuisance to neighbours or other occupants
- using the property in a proper manner and avoiding damaging it
- taking steps to prevent major damage, e.g. turning off water if pipes have burst
- securing the property when it is empty
- undertaking minor maintenance, e.g. unblocking sinks, replacing light bulbs, general cleaning
- informing the landlord if any repairs are needed

The university will provide references for those students who have been resident in halls of residence or in private sector properties managed by the university.

TENANTS WITH A DISABILITY

Landlords should consider their duties under the Equality Act 2010 when responding to tenant requests for alterations.

Further information can be found at www.direct.gov.uk/disabledpeople



code of standards

The university has adopted a Code of Standards for private sector accommodation. The purpose of the code is to facilitate transparency and define how the landlord and tenant do business with one another.

The criteria in the code have been chosen to reflect a balance of common sense obligations and responsibilities between landlords and tenants and set standards that are achievable without significant expenditure of time and money and without prejudice to their respective legal rights.

Compliance with the code will ensure that:

- both landlords and tenants enjoy the benefit of good standards of housing management and practice
- misunderstandings and disputes are reduced
- where problems occur they are promptly resolved

Compliance with the code is mandatory for all properties advertised on studenthomes. The code is also actively promoted amongst students searching for housing.

Information showing that a landlord is not complying with the Code of Standards is in the public domain and will remain so for three years.



THE CODE OF STANDARDS

- 1 Equal opportunities and data protection
- 2 Marketing prior to letting
- 3 During the tenancy
- 4 Repairs and maintenance
- 5 Furnishings and facilities
- 6 Health and safety
- 7 Energy efficiency and sustainability
- 8 Fire detection and alarm systems
- 9 Security measures
- 10 Hygiene and the environment
- 11 Deposits
- 12 Community relations
- 13 Other conditions
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- 15 Tribunal

1 Equal opportunities and data protection

- 1.1 In the provision and letting of housing or associated goods and services for their properties owners must support the university's equal opportunities policy. The university is committed to providing a fair environment that embodies and promotes equality of opportunity and values the diversity of all members of our community. To reflect this, owners must ensure that there is no discrimination in the provision and letting of accommodation and that all tenants are treated respectfully and fairly. Discrimination on grounds of disability, gender, sexual identity, marital status, family or caring responsibilities, race, colour, ethnic origin, sexual orientation, age, gender identity, national origin, nationality, trade union membership and activity, political or religious beliefs, work or study pattern or contractual status may be unlawful as well as representing a breach of university policy. Failure to respect the university's commitment to equal opportunities is a breach of this code and may result in landlords being removed from the accommodation register.

- 1.2 Data protection
Personal data, i.e. any information from which a living person can be identified, is covered by the Data Protection Act 1998 whether it is stored manually or on computer. All personal information provided will be treated strictly in terms of the Act. This means that confidentiality will be respected, and that all appropriate security measures will be taken to prevent unauthorised disclosure. The data which we require is necessary for the proper administration of our relationship.

We will not share information with other parties unless required to by law or unless authorised by the individual themselves.

2. Marketing prior to letting

Landlords will ensure that:

- 2.1 All property details are reported accurately without misrepresentation to prospective tenants.
- 2.2 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants.
- 2.3 Business is pursued by the landlord in a professional, courteous and diligent manner at all times.
- 2.4 Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to be in plain, intelligible language and include details of any sums payable in addition to rent and any arrangements involving tenants' guarantors.
- 2.5 The name and current registered address of the landlord is stated on the agreement together with the address and telephone numbers of any representative acting on behalf of the landlord.
- 2.6 Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms, during which time the property will not be re-marketed.

- 2.7 Where a "holding deposit" is taken prior to the signing and exchange of any letting agreement, such "holding deposit" will form part of the main deposit when the letting agreement is signed and be protected in an approved tenancy deposit scheme within 30 days where the tenancy is to be an assured shorthold tenancy.
- 2.8 **No administration charges of any kind will be charged to the tenant.**
- 2.9 Prospective tenants are issued with a clear statement of the rent instalments due to be paid, including the dates, amounts and method of payments due during the contract.
- 2.10 The landlord will clarify whether s/he retains responsibility for payment of water charges, utility charges and Council Tax, or whether these charges fall to the tenants to pay and that this division of responsibility is accurately reflected in the terms of the letting agreement.
- 2.11 Written receipts must be issued to a tenant or future tenant, for all monies demanded whether for rent, deposit, utility or service charges.

2.12 Where a property is undergoing refurbishment and the building programme is running late and where this may result in the property not being ready for occupancy, the landlord shall inform the future tenants at the earliest possibility of this likelihood and its consequences for them. In the event that a property is not ready for occupation on the date that the tenancy begins then suitable alternative accommodation will be provided by the landlord or the tenants will be appropriately compensated so that they are still able to live in comparable accommodation reasonably convenient for their place of study.

2.13 At the commencement of the tenancy (or other date mutually agreed with the tenants) all obligations on the part of the landlord in regard to the repairs and property cleaning, maintenance and improvements have been fully discharged, or the tenants will be appropriately compensated.

2.14 Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake improvements during the tenancy should be confirmed in writing before the letting contract is entered into (unless the need for repair arises after the letting contract).

2.15 Landlords will provide a copy of a current Landlord's Gas Safety Record, an Electrical Installation Condition Report (EICR) and an Energy Performance Certificate (EPC). Where mandatory House in Multiple Occupation (HMO) licensing applies (under part II of the Housing Act 2004) they will have a current HMO Licence. All documents will be made available to the prospective tenants before the commencement of the tenancy.

2.16 A written inventory, providing details of the condition of each item and room, will be provided to the tenants at the commencement of the tenancy period.

3. During the tenancy

Landlords will ensure that:

3.1 All statutory notices seeking possession are correctly completed and served on incumbent tenants in good time, in order to minimise delay, inconvenience and hardship to the landlord and incoming tenants if existing tenants refuse to give up possession at the end of their contractual tenancy.

3.2 Provided that the incumbent tenants continue to be registered students for the following academic year, and provided that they have satisfactorily performed their obligations under the existing tenancy, they are offered first refusal for any subsequent letting of the property.

3.3 Where access is required for routine inspections, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance (unless issuing such notice is impractical) and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.

3.4 Landlords will use reasonable endeavours to tackle anti-social behaviour and will take a measured response in the light of the circumstances including, ultimately, Court proceedings where appropriate.

4. Repairs and maintenance

Landlords will ensure that:

- 4.1 All properties are maintained in a satisfactory state of repair and in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1985.
- 4.2 Under normal circumstances, the following repairs completion performance standards should be achieved:

Priority 1 - Emergency repairs

Any repairs which are required in order to avoid a danger to health or safety of the residents or serious damage to the building or residents' belongings, e.g. flood, gas escape, electric shock, etc. – within 24 hours of report of defect.

Priority 2 – Urgent repairs

Any repairs to defects which materially affect the comfort or convenience of the residents e.g. failure of heating or hot water supply, partial power failure, etc – within 5 working days of report of defect.

Priority 3 – Non-urgent day-to-day repairs

Any reactive repairs not falling into the above categories, e.g. broken light fitting, broken shelf, dripping tap, etc. – within 28 working days of report of defect.

- 4.3 Tenants are provided with a point of contact in case of emergencies and that someone is either available at all times to take the call, or there is an answering service whereby the landlord will return the tenant's call within 24 hours.

- 4.4 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, gutter and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants, and after giving proper advance notice (normally 7 days) to the tenant/s.

- 4.5 Where a dispute occurs between the landlord and tenant/s as to when a repair has been reported then the date on which the repair was reported to the landlord in writing (including fax, email or text message) shall be the accepted date.

- 4.6 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs or maintenance.

- 4.7 That contractors and trades persons will remove all redundant components and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.

- 4.8 Tenants are kept up to date with the progress of any repairs.

5. Furnishings and facilities

Landlords will ensure that:

- 5.1 Where a property is advertised as furnished, all study bedrooms contain a bed, adequate clothes storage space, a desk, a chair, a bookshelf, and curtains or blinds which are properly hung.
- 5.2 All furnishings and furniture are clean and in good condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 5.3 All study bedrooms have a minimum of two double electric sockets or equivalent appropriately positioned to avoid trailing cables.
- 5.4 Kitchens are suitably located in relation to the living accommodation and are equipped with an appropriate number of electrical sockets, worktops, and cupboards, and have satisfactory refuse disposal facilities; sinks, draining boards, cookers and refrigerator/freezers supplied in a ratio of 1 to every 5 tenants.
- 5.5 An adequate number of suitably located WCs, baths and/or showers and wash hand basins are provided with constant hot and cold water supplies as set out as per the table on the next page.
- 5.6 Where one or more showers are provided, they will be fitted with a tiled surround and a screen (which could be a curtain).

Table (5.5)

Where amenities are shared the following standards shall apply:

Up to 4 persons sharing	At least 1 bathroom and 1 WC (the bathroom and WC may be in the same room) Wash hand basin required in bathroom and in separate WC (if provided)
5 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 1 bathroom AND 1 separate WC with wash hand basin (but the WC can be contained within a second bathroom)
6 to 8 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 2 bathrooms with 2 WCs and wash hand basins
9 to 10 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 2 bathrooms AND 2 separate WCs with wash hand basins (but one of the WCs can be contained within one of the bathrooms)
11 to 15 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 3 bathrooms AND 3 separate WCs with wash hand basins (but two of the WCs can be contained within 2 of the bathrooms)

The term “bathroom” means a room containing a bathing facility which can either be a suitable bath or shower compartment or both.

6. Health and safety

Landlords will ensure that:

- 6.1 The property is maintained as a reasonably practicable living environment for students, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Rating System (HHSRS). Particular attention should be paid to hazards such as excess cold, damp and mould, noise, falls on stairs or between levels, fire and entry by intruders. Landlords are required to conduct their own risk assessment for each property.
- 6.2 If the property has an HMO licence, all conditions attached to the licence are complied with, or complied with by the deadline specified in the licence.
- 6.3 All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) Regulations.
- 6.4 All gas appliances and carbon monoxide (CO) detectors will be checked and serviced annually by a Gas Safe Registered engineer. Verification of the gas safety check will be provided to all new tenants at the start of the tenancy, and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants within 28 days of that safety check being conducted.

- 6.5 All repairs to gas supply pipe work and appliances must be carried out by a Gas Safe Register contractor.
- 6.6 It is a legal requirement that landlords ensure that electrical appliances in their properties are safe. Landlords must only supply electrical equipment to the dwelling that is new or has had a portable appliance test (PAT). This applies to fridges, freezers, cookers, vacuum cleaners and any other portable electrical items or electrical appliances supplied as part of the fixtures and fittings of the property.
- 6.7 All electrical appliances provided by the landlord should function in accordance with manufacturers' operational limits and be capable of being operated in a safe manner. The landlord should visually inspect appliances regularly for wear and tear and remedy any defects as quickly as possible.
- 6.8 Working carbon monoxide detectors which meet current European and British safety standard BS EN 50291 will be provided, tested at appropriate intervals, and replaced if they become defective. A detector is needed for each room where a gas or solid fuel burning appliance is located.
- 6.9 Clear written instructions for the safe use of all heating and hot water systems will be given.
- 6.10 No form of bottled gas or paraffin heaters will be provided by the landlord as a heating source.
- 6.11 Polystyrene ceiling tiles are not acceptable and must be removed.
- 6.12 At least every 5 years an Electrical Installation Condition Report (EICR) is carried out by a competent person in accordance with BS7671 and made available on request to the university and occupiers. Landlords will need to demonstrate that items coded 1 and 2 in the report have been acted on and comply with BS7671.
- 6.13 All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations.
- 6.14 All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with the manufacturer's instructions.
- 6.15 Written instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be given on request. A series of leaflets from the Electrical Safety Council can be found at www.esc.org.uk/safety-in-the-home/safety-leaflets.html.
- 6.16 Properties are not overcrowded and have an appropriate level of amenities for the number of people in occupation. A study bedroom must not be smaller than 6.5 sq m (70 sq ft) unless there is a separate usable living room of at least 6.5 sq m (70 sq ft) which allows the student occupant affected to have the choice as to which room they use for sleeping accommodation.
- 6.17 All broadband routers, central heating and hot water controls, fuse boxes, meters and emergency cut off valves must all be located in a communal space and not within a study bedroom to ensure access by all the tenants in the property.

7. Energy efficiency and sustainability

Landlords will ensure that:

- 7.1 A copy of the relevant Energy Performance Certificate (EPC), as specified under the Energy Performance of Buildings Directive, will be made available for prospective tenants to view.
- 7.2 When renewing electrical appliances, particularly white goods, only high energy efficient appliances (grade A and B) should be chosen as replacements.
- 7.3 Low energy bulbs must be provided and tenants should be encouraged to use their own low energy light bulbs where possible.
- 7.4 Tenants are given advice on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided.
- 7.5 All properties are provided with a minimum level of energy efficiency measures to include hot water tank and pipe lagging and adequate insulation to roof void areas, where appropriate.

- 7.6 Energy efficiency improvements are incorporated, where practical. Landlords are advised to concentrate on improving roof insulation (ideally 250mm depth if using conventional materials) and wall insulation with cavity wall insulation or internal insulation (dry lining). Replacing older boilers with condensing type boilers can also be effective.

- 7.7 Landlords will ensure that they inform their tenants of the need for proper refuse management and about any available recycling scheme operating in their area.

8. Fire detection and alarm systems

Landlords will ensure that:

- 8.1 A fire safety risk assessment is undertaken at the property and all reasonable remedial measures found to be necessary are carried out to ensure that the property is as fire safe as reasonably practical.
- 8.2 All properties require interlinked mains wired smoke alarm systems with integral battery back-up – Grade D prior to the letting of the accommodation. In 2 storey houses the university requires a heat detector in the kitchen, smoke detectors in all other shared spaces (such as the lounge) and on each landing or common area. In 3 storey houses the university requires a heat detector in the kitchen and smoke detectors in every room including bedrooms. The fire detection system should be inspected and maintained on an annual basis. Properties let to fewer than 3 individuals, although not required to provide a mains interlinked fire detection system, will have a smoke detector fitted on each storey.
- 8.3 Each kitchen will be fitted with a fire blanket situated a safe distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker.

8.4 All exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the landlord or agent) will be managed so that they are maintained safely, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire. All doors situated on an escape route should be close fitting and in good repair. All windows on ground and basement floors must be free of locks if they are identified as a means of escape.

8.5 It is necessary to have a fire door installed to the kitchen so that the area is isolated and protects the means of escape in case of fire. The requirements are for a 30 minute fire door which should be fitted with 3 hinges and with cold smoke seals usually seen running along the sides and top of doors and often found as one integrated unit. The door should also be fitted with an efficient self-closer and treated with an appropriate fire retardant finish. It is the responsibility of the landlord to ensure that fire doors comply with current fire regulations.

8.6 Tenants are informed of escape routes and their responsibilities for fire prevention.

9. Security measures

Landlords will ensure that:

9.1 All locks should be to British Standard and external doors must be of a solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened laminated glass. The door frames should be strong and well secured. Any door providing a means of escape, and which is required to be kept locked, shall be fitted with a type of lock capable of being opened, easily, and quickly from within, without the use of a key. Bedroom doors with locks require an internal thumb release lock.

9.2 All windows accessible from ground levels are of sound and secure construction and are fitted with window locks except where they are a means of escape. Where key operated locks are supplied landlords should ensure that tenants are provided with keys.

9.3 Where burglar alarms are fitted they should be fitted with an automatic cut out device that prevents the alarm from ringing for more than 20 minutes. Equipment which has proved to be unreliable or ineffective should be replaced.

9.4 Contractors and tenants should be supplied with the code numbers of alarms.

9.5 Operating instructions are displayed on, or adjacent to the control equipment, and given to all persons who need to operate them.

9.6 A notice board should be fixed solidly to a wall within a communal area of the property for the display of security and other relevant information.

10. Hygiene and the environment

Landlords will ensure that:

- 10.1 All facilities for the storage, preparation and cooking of food will facilitate easy cleaning and maintenance by the occupants. Any damaged work surface, or shelving (in fridges for example) must be replaced.
- 10.2 All furnished properties will be provided with a vacuum cleaner and tools in safe condition and good working order, suitable for the size of property and regular use.
- 10.3 All floor coverings in kitchen, bathrooms and WCs should be undamaged and capable of being cleaned with commonly available domestic cleaning or disinfectant products.
- 10.4 Tenants are made aware of who is responsible for the cleaning of communal areas, including common staircases and landings outside of the dwelling, and that these are kept free from rubbish and any obstruction.
- 10.5 All properties are provided with adequate lighting and ventilation.
- 10.6 All properties are provided with refuse disposal facilities sufficient for the number of occupants.
- 10.7 Landlords will ensure that they inform their tenants of the need for proper refuse management and recycling and the date of rubbish collection, together with any special procedure such as where to place the bins and if this is on the highway, the need to return them to the property promptly to avoid causing obstruction.
- 10.8 All boundary walls will be in a stable condition and good repair.
- 10.9 Where a garden exists, the path to and from the external door(s) to the house will be kept in good repair and free from obstruction.
- 10.10 Where a garden or paved area exists this shall be kept in good order and free of waste and litter, so far as is reasonably practicable. Landlords, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter.
- 10.11 Plants and shrubs shall be properly maintained and shall not be allowed to obstruct pavements or other public areas surrounding the property.
- 10.12 Where tenants are expected to maintain the garden themselves, they should be provided with equipment which is fit for the purpose, which has clear instructions on use and which has been checked for safety.
- 10.13 In respect of sections 10.8 to 10.11, neighbouring residents shall have access to and be eligible to use the complaints procedure under sections 13.1-13.4 and the same conditions shall apply, as would to a tenant as outlined in sections 13.1-13.4. A neighbour shall be defined as a resident within the same or adjacent street within 200 metres of the property.

11. Deposits

Landlords will ensure that:

- 11.1 Any deposits taken for an assured shorthold tenancy will be registered with a recognised deposit holder under the Tenancy Deposit Protection Scheme and the tenants will be notified within 30 days which scheme their deposit is registered with.
- 11.2 Deposits are administered efficiently and reasonably by the landlord or nominee and are not withheld for any purpose other than for which they were levied.
- 11.3 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy.
- 11.4 At the end of the tenancy the landlord will agree with the tenant how much of the deposit will be returned. The agreed amount will be returned within 10 days.

- 11.5 Where monies from a deposit have been retained to offset landlords reasonably incurred costs the landlord shall, within a reasonable time of the end of the tenancy provide the tenant/s with a written statement of account and receipts of expenditure (where applicable) providing reasonable details of any and all deductions to the former tenant. If there is any balance due to the tenant/s, it will be paid in accordance with section 11.4, and the account and receipts will be sent at the same time.

12. Community relations

Landlords will ensure that:

- 12.1 In the event of any anti social behaviour (defined as "behaviour likely to cause alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator") by tenants and/or visitors, landlords will use reasonable endeavours to intervene, with a view to ending that behaviour and ensure that the occupants are treating the property and its environs in a tenant-like manner. It is accepted that not all intervention will be successful and, in this case, assistance will be requested from a number of statutory and non statutory agencies who may be able to intervene. For more information, visit www.homeoffice.gov.uk/anti-socialbehaviour.
- 12.2 In the event of continued problems requiring intervention by the landlord/agent it is reasonable for them to charge a fee for that intervention based on assessment on the use of their time and resources. In order to minimise disputes any hourly rate or fee that may be charged should be stated in the tenancy agreement in order to form part of the contractual relationship between the tenant and the landlord/agent.

13. Other provisions

Landlords will ensure that:

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

14. Complaints

Landlords will ensure that:

- 14.1 Within four weeks of receiving any written complaint from a tenant or local resident or their representative, they will rectify any breach of this Code of Standards if they accept that a breach has occurred. If the landlord contests the allegation, the landlord will enter into correspondence with the tenant, resident or their representative and attempt to resolve the dispute.
- 14.2 Where such a breach is contested, or where rectification is not made, then the landlord shall recognise the authority of a Tribunal, which s/he recognises under the code, to determine whether the code, agreed by them, has been breached and to make recommendation/s to the landlord in accordance with its views.
- 14.3 Where there has been an alleged breach of the code, the university has the right to suspend any advertisements from the landlord during the period of the dispute.

15. Tribunal

- 15.1 The Tribunal will consist of a member of staff from the University of Brighton Accommodation Service, an elected representative of the University of Brighton Student Union and a registered landlord of the University of Brighton who has signed up to this Code of Standards.
- 15.2 If the Tribunal finds that the code has been breached, and recommends that the landlord carry out any remedial action (or refrains from continuing any action) the landlord will comply with the recommendation/s within the specified timescale. Failure to do so will itself be a breach of the code.
- 15.3 The code administrators and the Tribunal are free to make landlords' breaches of the code public and to draw prospective tenants' attention to them.
- 15.4 The Tribunal will have the authority to exclude any landlord from the code for a period as reasonably determined, if the landlord is in breach of the code.



contact details

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Health and Safety Executive

0845 345 0055

November 2016: The University of Brighton makes every effort to ensure the accuracy of this handbook and will take all reasonable steps to provide the services described within it and in supplementary documentation. It cannot, however, guarantee their provision in the event of circumstances beyond its control (such as lack of demand, changes in government policy or industrial action) but in such an event, will make reasonable effort to provide a suitable alternative. It is the owner's responsibility to ensure that they are aware of and comply with any changes in current legislation.

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