

THE NATIONAL ACCREDITATION
NETWORK



**PRIVATELY RENTED
ACCOMMODATION**

**LANDLORD MODEL
ACCREDITATION SCHEME**

VERSION 1: MAY 2003

1. AIMS OF THE SCHEME

- The aims of the Scheme are to encourage, acknowledge, raise awareness and actively promote good standards and management practice by landlords, and to assist landlords and tenants to undertake their respective responsibilities to each other.
- The *scheme operator* will give guidance on compliance on request.
- The Scheme also encourages and acknowledges responsible behaviour by tenants through an accredited tenant scheme.
- The Scheme comprises an element of self-regulation and accordingly relies on a degree of goodwill and trust on the parts of landlords, tenants and the *scheme operator*.
- It is a requirement of the Scheme that the physical condition of dwellings, the level of provision of basic amenities and management practices, are fair and reasonable, and not liable to be prejudicial to the health, safety and welfare of tenants or the surrounding neighbourhood.
- Signatories to the Scheme must ensure that in addition to complying with the requirements of the Scheme, they also comply with their legal obligations
- Compliance with the Scheme will ensure that:
 - Landlords, tenants and community members enjoy the benefit of good dwelling conditions, competent management and considerate neighbourly behaviour
 - Misunderstandings and disputes are reduced.
 - Where problems do occur they are promptly resolved.

2. SCHEME OPERATOR'S RESPONSIBILITIES

- The scheme operator will work in close partnership with landlords, the local bona fide landlord associations and other key private rented sector stakeholders.
- The scheme operator will administer and monitor the scheme including undertaking compliance audits.
- Maintain a database record of accredited dwellings, landlords and tenants.
- Be responsible for the issuing, administration, suspension and revocation of accredited status.
- Provide general help and advice e.g. standards.
- Provide information on changes and likely pending changes in legislation by such means as landlord forums, newsletters, and through local landlord associations.
- Assist landlords and tenants to achieve accreditation status.
- Provide advice on energy efficiency measures.
- By agreement with landlords provide a public list of accredited dwellings in which accommodation is available to let.
- Actively promote the accreditation scheme across its geographical area.
- Provide incentives to joining the scheme
- Provide a resolution service for tenant/landlord disputes.

- Provide a resolution service for tenant/tenant disputes, or signpost tenants to named arbitration services
- Regularly consult with accreditation scheme stakeholders and act positively on feedback.

3. NATIONAL TENANCY DEPOSIT SCHEME

Landlords and their agents should be aware of Tenancy Deposit Schemes, as for example run by the Independent Housing Ombudsman, which resolves such disputes quickly, cheaply and fairly .. details at .. www.ihos.org.uk.

4. HOW THE SCHEME OPERATES

(a) On application, landlords will:

- be committed to partnership working
- participate in and promote the Accredited Tenant Scheme
- for the sole purpose of enabling audits to be carried out, provide the *scheme operator* with a full list of dwellings owned or managed by them which will be held in strictest confidence by the *scheme operator*
- provide access to dwellings for the *scheme operator* or it's agents to carry out audits
- ensure that all their dwellings meet the requirements of the scheme, or alternatively
- where a minority of a landlord's dwellings are not fully compliant, apply to the *scheme operator* for a concession and agree a Dwelling Upgrading Plan to upgrade, within a reasonable timescale, any dwelling that does not fully meet the requirements of the Scheme, and accordingly inform any existing or new prospective new tenants of this arrangement.
- be given the reasons in writing if their application is unsuccessful
- be entitled to a right of appeal to an independent body, as specified by the scheme operator, for example by making suitable arrangements with the Independent Housing Ombudsman Service, if their application is unsuccessful

(b) Accredited landlords

- On receipt of an application for accredited landlord status, the *scheme operator* will ensure as far as is reasonably practicable, that the landlord is responsible, competent and suitable to be a member of the scheme.
- Following successful application, and satisfactory outcomes to some dwelling condition and management compliance checks by the *scheme operator*, landlords will be awarded the status of accredited landlord, as appropriately determined by the scheme operator.

(c) Public Register

- The names of accredited landlords, sufficient only for publicity and promotional purposes, are a matter of public record, and are readily available for public reference.
- Landlords ticking the 'yes' box on the application form will, for the purpose of the promotion of their business, have their details displayed on the *scheme operators* internet website.

(d) Disciplinary matters

- Breaches of the requirements of the Scheme will be referred to a specified independent multi-agency Review Panel, who will consider the nature of the breaches, the representations of the landlord, the tenants and any other relevant parties, and decide, if necessary, on an appropriate sanction.
- Accredited landlords who do not fulfil their Dwelling Upgrading Plan obligations, will have the details referred to a Review Panel hearing, at which they will have the opportunity to make representations.

- Landlords who lose their accreditation status following the decision of the Review Panel will be entitled to make an appeal against the decision to an independent body as specified by *the scheme operator*.
- Similarly landlords wishing to make a formal complaint about the operation of the scheme can do so to the same independent body. The scheme Review Panel will consider the findings and recommendations of the independent body and act on them accordingly.
- Landlords wanting to raise complaints about, or resolve disputes with, their tenants should refer them to *the scheme operator*. *The scheme operator* will seek a response from the tenant before advising the parties that it proposes to deal with the matter. This might involve:
 - conciliation
 - mediation
 - arbitration
 - formal investigation
 - referral to another body
- Landlords who lose their accredited status will no longer be participants of or eligible for any of the benefits of the Scheme.
- The Review Panel will consider the reinstatement of accreditation status if the landlord is able to demonstrate that following remedial action they are capable of meeting the requirements of the scheme.
- Disciplinary action will be reported in an open and transparent way to demonstrate that the Scheme is being enforced.

REQUIREMENTS OF THE LANDORD ACCREDITATION SCHEME

MARKETING - COMMENCEMENT OF TENANCY

LANDLORDS WILL ENSURE THAT:

Prospective tenants are provided with a copy of any contractual terms under which a dwelling is offered and, where requested, are permitted sufficient time, normally not less than 24 hours, within which to seek independent advice regarding those contractual terms.

Monies are only received prior to the signing and completion of a letting agreement as a non-returnable deposit if the accommodation is reserved for an agreed specified period and for which a receipt must be given. Any incidental costs likely to be incurred should be clearly stated in writing.

They make tenants aware of the Accredited Tenants Scheme

Utility etc. Charges (Gas, Electricity, Telephone)

The tenant is clearly informed as to who is responsible for the payment of all utility charges and Council Tax and that this responsibility is accurately stated in the terms of the letting agreement.

Other Service Charges

Where any service charges are levied by the landlord, that such services and charges, and the method of arriving at such charges, are properly specified and detailed in the letting contract.

Tenants are provided with pre tenancy information on the landlord's standard operating procedures.

Where transactions by Bank transfer are made and where requested by a tenant, an account will be provided to the tenant at least annually for all monies demanded whether for rent, deposit, utility or service charge. Where transactions are undertaken in cash or cheque a written receipt will always be provided by the landlord.

Letting Agreements

There is a proper written tenancy agreement.

Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.

The name and current business address of the landlord/agent is stated on the agreement together with the address and telephone numbers of any managing agent or person/s acting on behalf of the landlord.

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

Where a fee is charged for arranging a letting agreement, then

prospective tenants should be clearly informed of this in advance.

Inventory

A detailed inventory is carried out at check-in, if possible in the presence of the tenant. The inventory will be initialled on all pages by both parties and signed and dated by them on the last page. The scheme operator will provide advice on good practice in managing inventories if requested and including the use of video material.

There is a proper check-out inventory, if possible in the presence of the tenant. The inventory will be initialled on all pages by both parties.

Anti Social Behaviour

Where the letting agreement includes a clause requiring the tenant not to cause a nuisance or annoyance. This means that landlords will use reasonable endeavours to achieve compliance. There will be a measured response in the light of the circumstances. Court proceedings would be a last resort. The scheme operator will provide assistance to the landlord.

Pre-tenancy Repairs etc.

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 dwelling maintenance and improvements have been fully discharged.

New tenants are provided with details of the Dwelling Upgrading Plan where the dwelling is subject to one as part of the landlords working towards full accreditation.

Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake upgrading should be confirmed in writing.

DURING THE TENANCY

LANDLORDS WILL ENSURE THAT:

Ensuring Possession	New tenancies do not commence until the existing one has finished.
Access	<p>Where access is required for routine inspection/s or viewings, the tenants receive notification of the date time and purpose of the visit not less than 24 hours in advance, unless otherwise agreed, and with the exception of circumstances where issuance of such notice is impracticable.</p> <p>Tenants' privacy and entitlement to unnecessary intrusion is respected.</p>
Conduct	<p>Business is pursued by him/her in a professional, courteous and diligent manner at all times.</p> <p>They do not act in such a manner that brings the Accreditation Scheme into disrepute</p>
Scheme Awareness	If requested, tenants are given a copy of the Scheme at the commencement of their tenancy. Sufficient numbers of copies for this purpose will be provided by the scheme operator.
Repairs and Maintenance	<p>All dwellings are maintained in a satisfactory state of repair</p> <p>That under normal circumstances the following repairs completion performance standards should be achieved:</p> <p>Priority One - Emergency Repairs: any repairs required in order to avoid a danger to health, risk to the safety of residents or serious damage to buildings or internal contents - within 24 hours of report of defect. In circumstances where this is not practicable, landlords will make best temporary arrangements.</p> <p>Priority Two - Urgent Repairs: repairs to defects, which materially affect the comfort or convenience of the residents - within five working days of report of defect.</p> <p>Priority Three - Non Urgent day to day repairs: reactive repairs not falling within the above categories - within 28 working days of report of defect.</p> <p>With the exception of Emergency Repairs the date on which the repair was reported to the landlord in writing shall be the start date for the repairs completion timescale.</p> <p>Tenants are provided with a point of contact in case of emergency.</p> <p>Decorative finishes for which they have responsibility are made good within a reasonable timescales if damaged or disturbed</p>

during repairs.

**Planned
Programmes of
Repair/Improvement
and Cyclical Repairs
Programmes.**

Maintenance and Servicing tasks which can be carried out in a planned and cyclical manner and which are the responsibility of the landlord, are carried out with due regard to the convenience of tenants.

With the exception of emergencies, tenants will be notified prior to attendance by contractors to undertake repairs.

Where contractors and trades persons are undertaking works in occupied premises, it is written into the contract that they remove all redundant components and debris from site on completion of works in a reasonable time and behave in a professional and courteous manner at all times whilst at the premises.

Visual appearance

Within the landlord's responsibilities and reasonable endeavours the visual appearance of dwellings, outbuildings, gardens and yards and boundaries is maintained in a reasonable state so as not to detract from the visual amenity of the area

**Furniture and
storage space**

All furnishings and furniture provided by the landlord are in satisfactory condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations.

Kitchen Facilities

Each kitchen contains facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen, unless provided by the tenant

**Toilet and Personal
Washing Facilities**

An adequate number of suitably located W.C.'s, baths and/or showers and washbasins are provided with constant hot and cold water supplies as appropriate, which are suitable for the number of occupants.

Overcrowding

Dwellings are not knowingly overcrowded.

HEALTH AND SAFETY

LANDLORDS WILL ENSURE THAT:

Gas Appliances and Supply

All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with current Gas Safety (Installation and Use) Regulations.

Documentation giving verification of annual gas safety checks by a CORGI registered gas installer will be provided to tenants (or put on display in the dwelling), made available to the scheme operator and given to new tenants on moving in.

Clear written instructions in the safe use of all central heating and hot water systems are available on request

Liquefied Gas, Paraffin Heaters and Appliances

Portable bottled gas or paraffin heaters will not be provided as a heating source.

Oil fired heating systems are serviced in accordance with the manufacturer's recommendations.

Electrical Installations and Appliances.

All electrical installations provided by the landlord are certified as safe by a competent electrician in accordance with the current relevant legislation. It is recommended that a document of verification is obtained showing that the electrical wiring of the dwellings is in a safe and satisfactory condition and stipulating the timescale within which the next safety check should be carried out.

All components used in electrical wiring installations and repairs comply with the relevant International Standards and all appliances will be installed in accordance with Manufacturers instructions.

Reasonable steps are taken to ensure that all electrical appliances provided by them under the terms of the tenancy are functioning effectively, in accordance with manufacturers' operational limits, and in a safe manner. Portable Appliance Testing (PAT), would be one satisfactory method of ensuring this.

Appliances are regularly visually inspected for wear and tear and any defects remedied.

Instructions in the safe use of all electrical appliances (including cookers, space and water heaters, refrigerators and freezers) will be given upon request.

Lighting and ventilation

All dwellings are provided with adequate natural and artificial lighting and ventilation.

Energy Efficiency

All dwellings are provided with a reasonable level of energy efficiency measures and to include as a minimum hot water tank and exposed pipe lagging and adequate insulation to roof void areas where appropriate.

Energy efficiency improvements are incorporated, where

practicable, into refurbishment schemes

Tenants are given advice upon request, or signposted to an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided. The scheme operator will assist with the provision of such information.

Space heating

All dwellings are provided with adequate and suitable space heating. Efficient and economic fixed heating appliances, or a controllable central heating system, are required to be provided in principal rooms or bedsits, with suitable provision for other rooms.

Internal layout

They do not let dwellings, or parts of, if the internal layout is likely to be prejudicial to the health, safety for well being of the tenants or otherwise not reasonably suitable for occupation.

Rooms have an adequate floor to ceiling height. There is no prescribed minimum height, but seven feet (2.1 metres) would normally be considered to be satisfactory. Each case will be looked at on its own merits depending upon all the circumstances.

Fire Safety

At a minimum all dwellings are provided with battery operated smoke alarms, suitably sited, and a fire blanket provided in the kitchen.

Refurbishments

When refurbishment is carried out **singly occupied** dwellings will be provided with a mains wired smoke alarm system with detectors that comply with BS 5446 Part 1 and sited to protect the route of escape in case of fire.

Where such dwellings comprise more than one storey, smoke alarms shall be interlinked, with one detector at each level within the route of escape.

Smoke alarms shall be properly maintained in accordance with the manufacturers instructions.

Tenants are informed of their responsibilities to treat the alarm system with respect.

HMOs

Houses in Multiple Occupation (HMOs) are provided with fire safety measures in accordance with current legislation and which may include by way of example:

- a fire escape route with a minimum of 30 minutes fire resistance
- an automatic fire alarm system
- an emergency lighting system sited to protect the route of escape
- fire extinguishers

The design and detail of the measures are determined in accordance with a fire safety risk assessment and in consideration of the local authority's HMO standards.

Fire alarm and emergency lighting systems installed in HMOs are

properly checked and maintained by a competent approved electrician, not less than every 12 months, and that inspection certificates are provided and retained

All exit routes within a dwelling such as hallways, landings and staircases, so far as they are under the control of the landlord and as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the dwelling in the event of fire.

Fire safety guidance

Clear guidance on fire safety will be provided to residents at the commencement of the tenancy or the tenants signposted to a suitable advisory agency. The necessary information will be provided to the landlord by the scheme operator.

Security Measures

They consider and implement where appropriate, measures recommended by local Police Authority backed Crime Prevention initiatives.

Security grilles on doors and windows are used responsibly and in consideration of fire safety, appearance and the need for their use at all.

External doors and frames are secure and fitted with a secure locking system.

In high risk Houses in Multiple Occupation, to help avoid delay in escaping in case of fire, all accommodation doors, final exit doors and any other doors through which a person may have to pass should be so fastened and maintained that they can be easily and immediately opened from the inside **without the use of a key**

Ground floor and upper storey windows accessible from ground level are of sound construction and resistant against unauthorised entry

If present burglar alarm systems have a 20 minute cut out and a key holder nominated.

Hygiene and Waste Disposal

All facilities for the storage, preparation and cooking of food will be capable of being readily cleaned and being maintained in a clean and hygienic state by the tenants.

All floor coverings in kitchens, bathrooms and W.C's are capable of being readily cleaned with suitable domestic disinfectant products.

All dwellings will be provided with suitable refuse disposal facilities sufficient for the number of occupants, as advised by the local authority's waste collection service.

They inform tenants of the need for proper refuse management.

All appropriate steps are taken to enforce all tenancy agreement clauses relating to proper refuse disposal.

AT THE END OF THE TENANCY

LANDLORDS WILL ENSURE THAT:

Deposits are administered efficiently and reasonably by the landlord or their nominee, and are not withheld for any purpose other than that for which they were levied.

The tenancy agreement specifies:

- how the deposit is held
- by whom
- what the deposit is held for
- who will receive the interest
- the maximum period after the end of the tenancy by which the deposit will have been returned, subject to the resolution of any dispute
- how any disputes over the deposit will be resolved.

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 dwelling expected at the end of the tenancy.

Once fully receipted invoice accounts have been provided by tenants, all deposits (or balances on deposits) shall be returned to tenants within the timescale agreed in the tenancy or an explanation provided as to why a variation may need to be the case.

COMPLAINTS

LANDLORDS UNDERTAKE TO:

Have a written procedure for dealing with complaints, which is given to each tenant at the start of the tenancy that makes clear:

- the purpose of the complaints procedure
- how the complaint should be made
- how and by whom it will be considered
- how long it will take

The procedure should aim to resolve complaints quickly and fairly so that a line can be drawn under them and the parties can move onto a more constructive relationship for the remainder of the tenancy.

The *scheme operator* will provide advice on appropriate complaints procedures

The procedure has the following stages. The intention is to resolve complaints as early as possible, ideally at stage 1. The later stages should be available if this not possible.

Stage 1

Internal. Discussion between landlord and tenant using the landlord's complaints procedure. Where a landlord has a few dwellings that they look after themselves, the complaints procedure can be very short and straightforward. Larger organisations and landlords with more dwellings may need to have more stages in a more formal process.

Stage 2

Scheme operator. If the complaint is not resolved at Stage 1, it will be referred to the scheme operator's Review Panel. Both parties will have the opportunity to present their case in person.

Stage 3

Independent body. If the complaint is not resolved at Stage 2 it will be referred to an independent body such as the Independent Housing Ombudsman Scheme.

Good practice:

- complaints may be made orally or in writing to the landlord, but if they cannot be resolved by the landlord they must be put in writing so that they can be considered externally
- however made, complaints should be formally registered by the landlord so their progress can be tracked
- the complaints procedure should be completed as quickly as possible to minimise the damage to the landlord-tenant relationship.
- Landlords are encouraged to join the Independent Housing Ombudsman Scheme in order that any complaints or disputes, which fail to be resolved within the scheme, can be referred to the Ombudsman for his consideration.

IMPORTANT NOTES

The *scheme operator* reserves the right at any time to amend the content of the Scheme or its operation subject to consultation with the relevant parties.

Adoption of the Landlord Accreditation Scheme and compliance or non-compliance with the provisions of the Scheme do not affect the statutory rights of people seeking housing. Members of the Scheme agree to comply with and accept that amendments to the content and or operation of the Scheme can be made by the *scheme operator* subject to consultation with the relevant parties, whereupon members of the scheme will be notified of any changes.

The *scheme operator* does not have control over the management or condition of the dwellings covered by the scheme and therefore cannot be held responsible or liable for them.

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