



This Code of Standards is accepted by all accredited landlords and agents as the minimum management standards. It does not replace a landlord/agent's legal obligations but will help promote high standards of housing management in Sefton by ensuring tenancy problems are managed effectively, reducing the incidence of crime, anti-social behaviour and harassment and give tenants access to quality housing in Sefton.

It is a requirement of Sefton Council's Accreditation 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.

Houses in Multiple Occupation (HMOs) must be provided with fire safety regulations in accordance with current legislation including national and local authority standards and regulations.

Signatories to the Scheme must ensure that in addition to complying with the requirements of the Scheme, they also comply with their legal requirements and attend landlord development training within 12 months of joining the scheme.

Prior to Tenancy

- Accurately report property details and allow prospective tenants to view the property having due regard to the right of existing tenants.
- Ensure that at the commencement of the tenancy a pre-tenancy check has been completed and that all obligations on the part of the owner in regards to 'Right to Rent' have been met.
- Ensure that at the commencement of tenancy all obligations on the part of the owner in regards to repairs and property maintenance or improvements have been fully discharged or will be carried out by a date agreed with the tenant/s. Any pre-tenancy repairs or intentions on the part of the landlord to undertake improvements should be confirmed in writing.
- Clearly inform prospective tenants of any fees that may be charged for arranging a letting agreement.

Commencement of Tenancy

Ensure the tenant is supplied with the following information:

- Copy of the Tenancy Agreement
- Details of the Scheme in which their deposit is lodged
- Details of the Property Redress Scheme
- Copy of Energy Performance Certificate (EPC)
- Copy of current Gas Safety Certificate
- Copy of signed visual electrical inspection report
- Details of point of contact in case of emergency, including 'out of hours'
- How to rent guide
- Check that smoke alarms and, if applicable, carbon monoxide alarms are fitted and in working order.



Tenancy Agreement

- Provide the tenants with a suitable written tenancy agreement in plain English, in a minimum font size of 12 points (or rent book if weekly tenancy), stating the name, telephone number, current registered address of the owner and Agent if applicable.
- Where requested, prospective tenants are permitted sufficient time, normally no less than 24 hours, within which to seek independent advice regarding those contractual terms.
- The contract should not contain clauses that conflict with the tenant's legal rights or with the terms of this code of practice.
- Clearly detail what rates, taxes services or other charges are included in the rent and which are not. The Landlord/Agents responsibilities for maintaining these services should be detailed.
- Include clear written instructions for the payment of rent.
- Include clauses regarding nuisance and anti-social behaviour and the penalties imposed if tenants behave in an anti-social manner.
- Clearly state the grounds for termination of the tenancy and the possession procedure which will ensue if the terms of the tenancy are not complied with.
- Provide details of an emergency contact (if different from details contained in the tenancy agreement). The Landlord/Agent must ensure the procedure works in practice.
- Provide details of the relevant utility companies and ensure that the tenant/s knows how to get the services transferred/re-connected where necessary.
- Clearly state who is responsible for checking and maintaining smoke/carbon monoxide alarms including, where applicable, the changing of batteries.

Receipts

- Provide a receipt for all rent payments upon request, if rent is payable other than weekly. Written receipts must be provided for all cash transactions.

Inventories

- Supply an inventory, indicating the condition of the items where necessary.
- The inventory must be signed by the Landlord and countersigned by the tenant once both parties have had an opportunity to check its correctness.
- Where a Managing/Letting Agent is employed, the Landlord shall at the commencement of the letting, personally sign the inventory to confirm his acceptance of the Agent's description of the items listed in the inventory or delegate to the Agent in writing responsibility for compiling the inventory and for deciding at the termination of the letting whether all or part of the deposit shall be returned to the tenants.



During Tenancy

Repairs

- Emergency repairs are responded to within 48 hours of the defect being reported.
- Urgent repairs completed within 5 days of the defect being reported.
- Non urgent day to day repairs are completed within 28 days of the defect being notified.

Housing Benefits

- If Housing Benefit is paid directly to the Landlord and there is an overpayment, then it should be repaid to the Housing Benefit Section once they have been notified of the amount due, subject to the Landlords right of appeal.
- Landlords should advise their tenants to keep the Housing Benefit Section up to date with any changes in their circumstances. Landlords who are aware of changes must also notify the Housing Benefits Section. Landlords should also encourage tenants to return review forms and to be in for notified visits.
- Landlords should promptly advise Housing Benefits when a tenant vacates a property.

Disputes

- Where disputes arise between the Landlord and tenant a written response to correspondence from tenants or their agents to be made within 3 weeks. All settlements and agreements reached are honoured within 3 weeks of such a settlement being agreed. Maintain courteous professional relations with tenants during any dispute.

Ending a Tenancy

- Return the deposit within 30 days of the Landlord and tenant agreeing how the deposit should be divided or within 30 days following notification of an ADR/court decision.



Business Conduct

- Behave in a professional, courteous and fair manner towards their tenants and prospective tenants.
- Ensure that in the provision and letting of housing or associated services and in the letting of contracts, no person, or group of persons applying will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability or sexual orientation.
- Ensure that adequate procedures are in place to check that tenants have the right to be in the UK.
- Adopt the correct procedure for tenancy termination and refrain from any act of harassment or illegal eviction.
- Ensure adequate insurance is in place for property and Landlords furnishings.
- Give adequate notice of entry before inspecting a property, except in the case of an emergency.
- Keep up to date with current housing legislation.
- Agents to be a member of ARLA/RICS/NALS/RLA/NLA and audited client accounts ready for inspection if requested.
- Adopt the correct procedure with regards to HMRC requirements for non-UK resident landlords.
- At least one full-time member of Agents' staff accredited with an appropriate property management award.
- Include clauses regarding nuisance and anti-social behaviour and the penalties imposed if tenants behave in an anti-social manner.
- Clearly state the grounds for termination of the tenancy and the possession procedure which will ensue if the terms of the tenancy are not complied with.

Agreement

I agree to abide by this Code of Standards and understand that my accreditation status may be revoked if I fail to meet the standards of the Scheme. An appeal process is in place.

I agree to attend landlord development training within 12 months of joining the scheme.

Name (print): _____
(please print in capital letters)

on behalf of (if Agent) _____

Signed: _____ **Date:** _____

Return signed agreement to: Housing Standards Team
Sefton Council
1st Floor, Magdalen House
30 Trinity Road
Bootle L20 3NJ

private.housing@sefton.gov.uk