

Communities, Equality and Local Government Committee

Meeting Venue:
Committee Room 2 – Senedd

Meeting date:
6 February 2014

Meeting time:
08:50

Cynulliad
Cenedlaethol
Cymru

National
Assembly for
Wales



For further information please contact:

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Agenda

Private pre-meeting (8:50–9:00)

1 Introductions, apologies and substitutions

2 Housing (Wales) Bill: Stage 1 Evidence Session 10 – Minister for Housing and Regeneration (9:00–11:00)

Carl Sargeant, Minister for Housing and Regeneration
Welsh Government Officials

3 Motion under Standing Order 17.42 to resolve to exclude the public from the meeting for the remainder of the meeting

4 Discussion of Evidence from the Minister for Housing and Regeneration on the Housing (Wales) Bill (11:00–11:20)

Break (11:20–11:30)

5 Technical Briefing: Draft Public Services (Workforce) (Wales) Bill (11:30–12:00)

Piers Bisson, Deputy Director, Public Service Reform, Welsh Government
Robin Jones, Bill Manager, Welsh Government

<http://wales.gov.uk/consultations/improving/supporting-public-service-workforce/?lang=en>

6 Consideration of Report: Inquiry into participation levels in sport (12:00–12:15)

7 Consideration of the appointment process of the Public Services Ombudsman for Wales (12:15–12:25)

8 Consideration of letter from the Minister for Housing and Regeneration on the Inquiry into barriers to home building in Wales (12:25–12:30) (Pages 1 - 10)

9 Papers to note (Pages 11 - 61)



Carl Sargeant AC / AM
Y Gweinidog Tai ac Adfywio
Minister for Housing and Regeneration

Llywodraeth Cymru
Welsh Government

Ein cyf/Our ref: SF/CS/0113/14

22 January 2014

Christine Chapman AM
Chair
Communities, Equality and Local Government Committee
National Assembly for Wales

Dear Christine

Thank you for your letter of 3 December providing the Committee's comments and recommendations following its inquiry into the barriers to home building in Wales.

I am grateful to the Committee for undertaking this inquiry – as I have made consistently clear, my main priority is to see more homes built because such investment generates jobs and growth and can provide a circumstance that helps people out of poverty. It also complements the review undertaken by the Housing Supply Task Force that I set up during the summer and which will report shortly.

My (attached) response to the Committee's recommendations therefore touches upon aspects of the Task Force's remit and I will be responding further to it in due course. I am also currently consulting on the Draft Planning (Wales) Bill and proposals to modernise the planning system in Wales which will heavily influence how we enable appropriate development of homes in the future.

As recent figures have indicated, we are well on target to achieve our target of 7,500 affordable homes during this administration (and to bring 5,000 empty homes back into use), but I want to do more. I want to exceed our target for affordable homes but I also want the private sector to build more homes.

I look forward to continuing to work closely with the Committee on these matters.

Carl Sargeant AC / AM
Y Gweinidog Tai ac Adfywio
Minister for Housing and Regeneration

CELG Committee - Inquiry into Barriers to home building in Wales
Welsh Government response – Minister for Housing & Regeneration

1)..... merit in looking afresh at the current type of housing being built in Wales, how it could be improved and the criteria for this. **We believe you should consider setting up a Task Group for this purpose, which could develop guidelines for both affordable housing and the private sector to ensure that future housing in Wales is built to an appropriately high standard.**

Accept in Principle:

I agree that we need to look at alternative building types in Wales. There are already examples in use in Wales that we can learn from and are more common elsewhere in Europe.

My officials are already exploring options around this in conjunction with the Design Commission for Wales. There is also work underway on the use of Welsh timber that will be considered. I'm not against setting up a Task Group but I will be in better position to decide whether this is necessary in the light of the aforementioned expected advice and the understanding I get of the operation of the market coming out of the Housing Supply Task Force Report.

Financial Implications: None currently. If a Task Group was necessary it could be accommodated through existing Departmental Running Costs (DRCs).

2)..... establish why developers appear to be reluctant to develop in less affluent areas. On this basis, **we believe you should undertake a comprehensive analysis to identify why some areas of Wales have historically proved unattractive for development, and where those areas are.** This would enable Welsh Government support to be focused on encouraging development.

Accept in Principle:

I commissioned the Housing Supply Task Force to provide further advice on the nature of the new build market in Wales and the factors that affect development. In considering, and responding to, the findings of the Task Force I will want to develop a detailed and up to date economic analysis. The nature of this work will however be influenced by my response to the Task Force report in due course. We will also need to develop our spatial understanding of the issues to implement the proposals contained in '*Positive Planning*', this will need to be done in conjunction with Local Planning Authorities.

Financial Implications: None

3) Regulatory burden.....continue to maintain regular dialogue with all sections of the industry. However, we feel that the steps taken by you address many of the primary concerns of the industry and **we want you to continue to maintain the high standards that are essential to deliver a high quality, safe and sustainable housing supply across Wales.** An issue of particular concern was that Building Regulations and the Community Infrastructure Levy cannot be negotiated on a site by site basis to take account of particular local issues such as local land values or the costs associated with redeveloping brownfield sites.

Accept in Principle:

My commitment to high standards is clear. We gain little from developing low standard homes which are unsustainable in economic, social or environmental terms. However, standards represent a cost for development and it is important that our expectations deliver something of real value to people. I will continue to use regulation to drive forward our policy agenda but I will want to ensure that standards justify themselves against this test.

Building Regulations, are established through legislation and are applicable to all appropriate forms of development, so they cannot be locally negotiated. Developers / agents will take account of all known / emerging costs when purchasing land and these costs should be reflected in the price paid. Welsh Government decision on standards will continue to be informed by full consideration of any associated costs.

The Community Infrastructure Levy (CIL) is non-devolved; its operation is set out in the CIL Regulations 2010 (as amended). The CIL charge is voluntary, set by the local planning authority based on financial viability and tested through a public examination. All interested parties can make their views known as to the appropriateness of the charge. The independent examiner will take all views into account and reflect them accordingly in their report. A CIL charge should not make development financially unviable, hindering it from coming forward. Any CIL charge set should reflect all known costs. When purchasing land a developer / agent should again take a CIL charge into account, if relevant, and this should be reflected in the price paid for the land.

Financial Implications: No direct implications for Welsh Government. However, higher standards have implications for the level of delivery that can be achieved from market housing.

4) RSLs..... some flexibility in the design of homes that would allow for innovation without being overly prescriptive and, most importantly, without lowering standards. **We believe you should continue to maintain high standards in social housing, and continue to work with the sector to identify opportunities to increase the rate of development of additional affordable housing.**

Accept:

I welcome the Committee's views on the need to maintain high standards. The Housing White Paper in 2012 recognises the importance of the quality of people's homes to their lives and their neighbourhoods. This is particularly true if you are poor or have other pressures in your life.

I also agree about the need for a flexible approach. A review of the Welsh Government's Development Quality Requirements (DQR) - the Standard that social landlords need to use when building homes through the Social Housing Grant – started in August 2013, and I am expecting a report and recommendations from them in May 2014. The Review Group has wide representation from across the sector including the Home Builders Federation, Welsh Tenants, the Design Commission for Wales, the Police, the NSPCC and RSLs. This is looking at whether the Standard which was developed in 1998 is still fit for purpose and whether it could be improved. The challenge I have posed to the review is to justify the requirements against the test of delivering real value for people, this is the best way to ensure the right balance is achieved between standards and the numbers of new homes built. The group will be looking at the relevant evidence in reaching their conclusions.

Financial Implications: No immediate implications over and above those already being committed through the DQR Review. There are longer term implications for the delivery from capital grant programmes resulting from impact on build costs.

5)....concerns from smaller developers that they were at a disadvantage because the LDP process favoured larger volume home builders and only larger sites were identified in LDPs. **We urge the Welsh Government to ensure that there is an appropriate balance between the need to redevelop brownfield sites, where development costs are often higher because of remediation costs, and the justifiable need for sustainable and affordable development in rural communities.**

Accept:

It is the responsibility of each local planning authority to identify the allocations within their Local Development Plan (LDP). Authorities should be alive to the need to support opportunities for small scale local development as part of this process. All LDPs have to identify the appropriate scale of land, in the relevant locations, to address the evidence. The precise nature of the allocations, be they brownfield or greenfield, is for the authority to determine and justify in relation to the evidence underpinning the plan. National policy, as set out in *Planning Policy Wales*, identifies the importance of brownfield land, although recognises that an appropriate mix of land is necessary to satisfy local circumstances. The factors determining allocations will include an assessment of constraints, delivery against the evidence base,

sustainability principles and financial viability. This will all form part of the supporting evidence base and be tested through the public examination, led by an independently appointed Inspector.

The level of housing requirements that need to be met across Wales means that the volume house-builders will continue to have a significant role to play. However, as mentioned above, local planning authorities should ensure that they identify a variety of sites. As part of this process authorities should address the scope and potential for rehabilitation, conversion, clearance and redevelopment and can also make use of exception sites to provide affordable housing; these sites often provide opportunities for smaller builders. In determining individual planning applications local planning authorities must not take into account the identity of the applicant.

Financial Implications: None.

6)we believe you should consider the potential for the forthcoming Planning Reform Bill to address some of these issues. We see the Bill as an opportunity to streamline the planning process, reduce delays within the planning system and facilitate the delivery of more homes.

Accept:

The draft Planning (Wales) Bill and consultation paper '*Positive Planning*' were published on 4th December 2013. Many of the proposals are intended to streamline the planning process, reduce delays within the planning system and facilitate the delivery of more homes. Key proposals include the introduction of Strategic Development Plans to address issues of more than local importance, such as future housing supply, and front loading the planning application process for the largest planning applications. Front loading the planning application process will allow the community to be consulted early on development proposals and discussions to take place between the applicant, local planning authority and statutory consultees. This will allow the quality of planning applications to be improved and community concerns to be addressed. The result should be faster and more consistent planning decisions.

Financial Implications: The consultation paper has identified some initial areas where financial implications may arise. A full Regulatory Impact Assessment will accompany the Bill at introduction.

7) We urge you to confirm that national planning policy should support realistic Section 106 contributions which are appropriate to the economic conditions, and that these should not threaten development viability or community sustainability.

Accept:

I agree entirely that Section 106 agreements should optimise the public contribution of development without undermining viability. As has been said many times, 50% of nothing is still nothing. The Housing Supply Task Force was commissioned to advise on the factors affecting this balance and the flexibility required. In considering the report as well as responses to *'Positive Planning'* I will wish to emphasise a realistic balance.

We have published guidance for local authorities on taking a realistic view of the contributions that can be sought from developers under section 106 agreements (*Delivering affordable housing using section 106 agreements: Practice Guidance*, July 2008 and update, September 2009). This guidance sets out how local authorities can use the planning process to facilitate and bring forward development, whilst ensuring that they continue to deliver the maximum possible amount of affordable housing. The guidance also covers the renegotiation of section 106 agreements to address viability issues. In addition, the Planning Officers' Society Wales are organising a 2-day training course for local authorities on viability appraisals and negotiating section 106 agreements. The course is due to take place at the end of January, funded by the Welsh Government

Financial Implications: None for Welsh Government.

8) We believe you should review the effectiveness of TAN 6 (Planning for Sustainable Rural Communities), and in particular whether it is presenting an insurmountable obstacle to sustainable and affordable development in rural communities.

Accept in Principle:

Technical Advice Note (TAN) 6 Planning for Sustainable Rural Communities encourages planning authorities to adopt a positive enabling approach to development in rural areas, particularly where it would improve the sustainability of the local community and economy. In terms of rural housing development, local planning authorities should identify sufficient land to meet the needs of both market and affordable homes. Guidance on local housing needs for market housing is set out in Planning Policy Wales. The Welsh Government's planning policies in respect of affordable housing are set out in Planning Policy Wales (PPW) and TAN 2 Planning and Affordable Housing. PPW and TAN 6 encourage local planning authorities to give priority to affordable housing in rural areas where need is identified. TAN 6 provides additional affordable housing guidance on working with local communities and housing enablers to identify appropriate affordable housing sites, and adopting a wide ranging approach to affordable housing delivery involving community land trusts, private landlords and unsubsidised development. Local planning authorities should set targets for the provision of affordable housing in their

development plans and should supplement this approach with an affordable housing exception site policy.

The TAN provides specific advice on Rural Enterprise Dwellings which are designed to provide greater flexibility and scope for rural enterprise workers to live at or near their place or work. To ensure Rural Enterprise Dwellings continue to meet the need they were intended for, TAN 6 sets out occupancy conditions restricting their future use to eligible rural workers. Where there are no suitable rural workers, eligible occupiers should meet affordable housing criteria; in this way TAN 6 can contribute to meeting need for affordable housing in rural areas. Information about Rural Enterprise Dwelling planning applications has been monitored on an annual basis since 2010. It is too soon to form an accurate assessment of the policy's impact.

One Planet Development (OPD) policy, which is supported by Technical Advice Note 6 (2010) and the One Planet Development Practice Guide (2012), is a clear indication of the Welsh Government's intent to provide opportunities for exemplar sustainable development in the countryside where new development is strictly controlled and requires special justification. The strict controls on development in the countryside mean that the requirements of OPD, which are mainly located in the open countryside, are rightly very challenging. It is for local planning authorities to determine OPD applications and they should be satisfied that any evidence presented in support of a proposal is both comprehensive and robust. Whilst the Welsh Government does not collect information about planning applications for OPD at the present time it is proposed to add this to the requirements of the Rural Enterprise Dwelling monitoring exercise which collects data in May each year.

Financial Implications: None.

9) We believe you should continue to support the delivery of affordable housing through innovative funding mechanisms.

Accept.

The Welsh Government is committed to developing innovative housing funding solutions. We have already launched a new way of funding affordable housing through the introduction of a revenue based Housing Finance Grant. This will deliver over a 1,000 new affordable homes in the next two years. We are working closely with the housing sector to understand innovative funding models. We must take a balanced approach to this work as we would not want to promote innovative funding to such an extent that it undermines the financial viability of the registered social landlords.

Financial Implications: No immediate implications

10) We welcome your commitment for a council house building programme following the abolition of the Housing Revenue Account Subsidy System in Wales. We note your predecessor's statement, setting a target of 7,500 additional affordable homes by the end of the current Assembly. However, **we believe you should set a more ambitious target for the number of affordable homes to be delivered in each local authority area as soon as possible.**

Accept in Principle:

As you will know, recent data demonstrates that we are ahead of schedule in meeting the target of providing 7,500 additional affordable homes in Wales, showing 4,474 affordable homes have already been delivered - 60 percent of the overall target. In the context of the UK Government cuts and welfare reform hitting the people of Wales hard, it is imperative that we continue our good work and provide more good quality, safe and affordable homes. I have already made it clear that I am determined to do more

I have also asked Community Housing Cymru to provide more detail on the rationale behind their call to increase the target to 10,000 affordable homes. I intend to use their response to inform my consideration of the scope to stretch this target further.

Financial Implications: Affordable housing delivered with the support of social housing grant and other forms of capital funding support will need to be considered as well as capacity for housing associations to match finance or self fund.

11) We heard a substantial amount of evidence that was critical of the role utility companies, in particular Welsh Water, played in both the planning and home building process. We share the concerns of witnesses that both the costs and delays associated with connecting new homes to mains utility and sewerage networks hinders development and places a particular burden on small and medium sized developers. We would like to see improved working between developers and utility providers that is neither unduly complicated nor protracted and only imposes reasonable costs that reflect the cost of the providing the connection. Furthermore, we would also like to see utility providers using LDPs to inform the on-going maintenance programmes, upgrading and extensions of their networks. **We were encouraged by evidence from the RSL sector that dialogue between the sectors was improving, and we believe the Welsh Government should take a strategic lead in facilitating further positive dialogue.**

Accept:

I am keen to see Welsh Water and other utility companies support development with appropriate infrastructure investment. I will take this matter forward with my Ministerial colleagues.

Financial Implications: None.

12) We welcome the Prime Minister’s announcement that Stamp Duty Land Tax (SDLT) will be devolved. This issue was raised by a number of witnesses who felt it distorted the market and had a negative impact on home building because of its “slab” approach. We urge the Welsh Government to take full advantage of this development.

Accept in Principle:

We are committed to ensuring that the arrangements for devolving Stamp Duty Land Tax are developed in conjunction with the construction industry. My aim will be to ensure that we harness this opportunity to maximise home building, whilst securing an appropriate revenue base for Welsh Government.

Financial Implications: There are significant financial implications of the various options for Stamp Duty Land Tax. These will be advised on separately

13) We would be grateful if you would update us on the actions being taken by the Welsh Government to promote self-build.

Accept:

I have asked my officials for advice on what more we might do as a government to promote self- build. I believe that self-build needs to play its part, where it can, in delivering more homes and meeting housing need. I want this to form part of a wider commitment towards innovation in housing supply. I expect to have more to announce on this in due course.

Financial Implications: We would expect there to be limited financial implications should it be decided to launch an initiative in this area.

Carl Sargeant AC / AM
Y Gweinidog Tai ac Adfywio
Minister for Housing and Regeneration



Llywodraeth Cymru
Welsh Government

Ein cyf / Our ref: LF/CS/0105/14

Christine Chapman AM
Chair
Communities, Equality and Local Government
Committee
National Assembly for Wales
Cardiff Bay
Cardiff
CF99 1NA

28 January 2014

Dear Christine,

Thank you for your letter of 22 January in which you request further information about the code of practice setting standards relating to managing rental properties that Welsh Ministers may issue under Section 28 of the Housing Bill in relation to the private rented sector. The code will relate to standards of management, but it will contain recommendations on good practice in relation to property condition that are linked to the Housing, Health and Safety Rating system (HHSRS). The code will be based upon the existing Landlord Accreditation Wales (LAW Code of Conduct and the Property Ombudsman Code of Practice for Residential Letting Agents. Section 14 of the Bill makes compliance with the code a condition of a licence.

Work on the content of the code is underway and I can confirm that it is likely to be in two parts. The code will cover both the relationship between landlord and tenant and that between agent and landlord. It is likely to contain references to other legislation that sets out requirements in these areas, where appropriate.

The content of the code is likely to cover the principles of good management within the following areas:

Insurance – a requirement for landlords to have the correct type of insurance

Documentation – requirements for landlords to keep accurate and up to date records

Tenancy agreements

Inventories

Payments – records of rent etc.

Anti Social Behaviour – landlords ensuring as far as possible that tenants do not cause nuisance or annoyance, a matter which affects the enjoyment by neighbouring residents of their homes.

Pre tenancy repairs – agreement as to what needs to be done with deadlines

Building Regulations, Planning Approval and Qualified Contractors – i.e. adherence to these requirements when improving or renovating property

Property condition – recommending that steps are taken to ensure that properties are free from Category 1 hazards under HHSRS and minimum standards of property condition

Repairs and maintenance – minimum timescales for these to be carried out

Visiting the premises – requisite notice to tenants so as not to contravene the right of quiet enjoyment

Regaining possession – i.e. only by lawful means

References

Ending tenancies

Client Money Protection – for the part of the code covering agents

The code is yet to be finalised but our intention is that they will be developed with the sector. Section 28 requires the Welsh Ministers to consult on a draft code, whether new or revised, before it is laid before and approved by the National Assembly.

Yours sincerely,



Carl Sargeant AC / AM

Y Gweinidog Tai ac Adfywio

Minister for Housing and Regeneration

Briefing Paper : Leeds Landlord Accreditation Scheme (LLAS):

Mike Brook

January 2014.

Background:

The LLAS was originally launched as the Leeds City Council's Code of Standards (LCC CoS) for the Private Rented Sector in April 1997 and was based on the existing Unipol Code of Standards. This original scheme was reviewed in 2001, updated and re-launched as the LLAS

The accreditation scheme is currently managed on behalf of the Leeds City Council ("the Council") by RLAAS Ltd ("the Scheme Operator")

Aims of the Scheme

The aims of the Scheme are to encourage, acknowledge and actively promote good standards and management practice by owners, and to assist landlords and tenants to undertake their respective responsibilities to each other.

The Council and the scheme operator give guidance on compliance on request.

The Scheme comprises an element of self-regulation and relies on a degree of goodwill and trust on the parts of landlords, tenants and the Local Authority.

The Scheme applies only to the private rented sector and not to public sector or Housing Association properties where other Service Level Agreements apply.

It is a requirement of the Scheme that:

- the physical condition of properties and the level of provision of basic amenities is good,
- management practices are fair and reasonable
- properties are not prejudicial to the health, safety and welfare of tenants or the surrounding neighbourhood.

Landlords must ensure that in addition to complying with the requirements of the Scheme, they also comply with their legal obligations to their tenants.

The 4 main beneficiaries of the LLAS together with the aims, defined objectives and the performance measures for each were set out in the business plan as follows:-

Tenants-

Aims

- To enable the identification of good landlords committed to providing good quality accommodation that meet reasonable standards of health & safety, management and tenant welfare in accordance with the scheme.
- To assist tenants to gain access to PRS

Objectives

- High awareness of scheme through publicity
- Satisfactory accommodation (*target- 75% satisfaction)
- Quick & effective remedy of shortfalls

Performance Measure

- To be determined * from tenants satisfaction surveys.
- Additionally the number of “good tenant & neighbour” references awarded to tenants was to be monitored as an indication of the level of compliance with, and success of, the LLAS.

Landlords-

Aims

- To enable landlords to be a consultee of the Council on matters of interest to PRS and have a defined role in the Council’s Housing Strategy working in partnership with the Council.
- Adding confidence & stability to the PRS lettings market
- Acknowledge and encourage responsible landlords and give them a competitive business advantage and also enhance the image & reputation of the PRS in general
- Support landlords in encouraging tenants to be good tenants & neighbours

Objectives

- Put mechanisms in place to enable the above aims to be met.
- Specifically, to have sufficient benefits of membership to encourage landlords’ commitment to the scheme

- Positive action taken against bad landlords through enforcement

Performance Measure

- Determined by landlord satisfaction surveys with not less than 50% of landlords being satisfied

Communities-

Aims

- To encourage landlords to properly maintain & invest in properties to keep them in good order so as not to be detrimental to the local amenity
- Improve community safety
- Reduce ASB in tenants
- Assist in area regeneration & contribute to the local housing strategy

Objectives

- Landlords maintain their properties in satisfactory physical condition, properly managed and maintained, and comply with the scheme's security requirements

Performance Measure

- 75% of properties achieve full compliance with LLAS requirements for property maintenance and management

Leeds City Council-

Aims

- To support the Council's "Creating better neighbourhoods & healthier communities " strategy
- To support expansion of PRS & improve its services in line with the government's policy "Quality & Choice : A Decent Home For All – the way forward for housing"
- Empower landlords & tenants to set, achieve & monitor standards by negotiation between themselves & to compliment the enforcement aspects of the PRS

Objectives

- Facilitate improvements in the quality of residential services in PRS across all segments
- Expand PRS in line with Government's policy

Performance Measure

- Increase the percentage of bed-spaces in the PRS covered by LLAS by 5% per year.
- An audit of the quality of accommodation covered by LLAS, including tenant's views, to be compared with a control group of properties not covered by the LLAS to determine if properties covered by LLAS are of a higher standard.

Current Position:

The administration of LLAS was taken over by RLAAS Ltd, a subsidiary of the Residential Landlords Association (RLA) following a procurement exercise in 2011.

The scheme conditions and performance criteria remain the same as the original LLAS and are clearly defined in the terms of the contract. Further targets have been set to increase membership and bed space coverage and to target areas of the city currently under represented in the accreditation market.

Performance meetings are held with the RLAAS every quarter to review progress and determine priorities. Initial review identified a significant drop in membership following the change in administration but this has been addressed and membership figures are now growing again. Currently the scheme has 300 members and covers 15,865 bed spaces. This also compliments the Unipol student accreditation scheme that also has nearly 400 members and covers over 14,,000 bed spaces – therefore, accreditation in Leeds accounts for approximately 30,000 bed spaces and has over 700 landlord members.

Accreditation remains a core objective of the Council's strategies and therefore a number of possible incentives/actions are being considered to help further enhance the scheme and attract more members. These include:

- Increase awareness of the LLAS amongst prospective tenants and promote member properties as good quality affordable housing.

Actions: Consider how best to publicise the scheme and make prospective tenants aware of its existence and the benefits it can bring to them. May need to look at more creative ways of reaching prospective tenants, explore the reasons why

tenants might be reluctant to move into private rented accommodation including barriers to choice. Promote the private rented sector as a source of affordable housing.

- Promote a „whole“ council approach to accreditation.

Actions: Investigate current and future incentives/benefits of membership. Take a „whole council“ approach to growing accreditation. Ensure departments are working together to the benefit of accreditation, particularly in terms of not pursuing heavy handed enforcement action which can alienate members to the detriment of the informal LCC / LLAS partnership that the scheme is dependent on.

- Raising energy efficiency standards

Action: Liaise with colleagues in development department to implement the green deal and associated schemes to improve energy efficiency in the prs. Also to ensure landlords are fully aware of potential energy efficiency schemes and maximise take up of potential grant entitlements.

- Provide assistance to improve housing standards

Actions: Grow LLAS to increase market penetration into the 3% most deprived SOA"s. Examine market factors and scheme criteria to determine how landlords of properties in the worst SOA"s can be encouraged to participate. This will increase the number of vulnerable tenants benefiting from improved property conditions. A cross departmental approach will be needed to develop incentives that prove sufficiently attractive to landlords. Currently the PRS market in these areas is such that demand for properties exceeds supply and the "market edge" that accreditation schemes offer is not in itself sufficient reason for such landlords to join.

- Increased use of LLAS in the priority action areas in Leeds – the Leeds Neighbourhood Approach (LNA) where the LLAS will actively contact the landlords in the areas and create local focus groups independent to the Council.

Following consultation with stakeholders in the PRS, the following have also been suggested as possible incentives that could motivate more landlords to become accredited:

- Continued negotiated enforcement for LLAS members i.e. write in the first instance and prosecute as a last resort.

- offer an exemption on council tax whilst landlords are renovating properties to the decent homes standard.
- one hours free legal advice per year per member through legal services by appointment and unlimited landlord & tenant advice through Housing Options.
- a priority service to deal with Local Housing Allowance enquiries including a telephone hotline and an enhanced benefit rate for tenants occupying properties owned by LLAS members.
- enhancement of the LLAS refuse disposal concession to include beds, settees and furniture which are currently chargeable and can have a significant negative visual impact on the area when placed in yards.
- establish rent deposit or guaranteed schemes administered by the council.
- fast tracking of accredited landlords into future selective licensing schemes where they have properties in the area covered by the scheme.
- discounts for pest control treatments.
- Re-introduce the safeguard that where the Council has formal arrangements with landlords to house vulnerable people they should be members of the LLAS.
- Provision of landlord and tenant advice

Action: To overcome barriers to LLAS membership landlords need confidence in working with LCC to build a trusting relationship. Whilst work has already been undertaken to provide advice and support to landlords the more specific advice work regarding landlord / tenant contractual issues has been limited. In consequence LCC are perceived anecdotally to be tenant orientated and biased. Any proposals to improve or increase the level of landlord and tenant support would be welcomed.

- Private sector leasing schemes

Action: A number of landlords have previously made contact with LCC offering to lease their rental properties on a long term basis. Further consideration is required regarding possible development of a private rented leasing scheme whereby a landlord would be able to sign over their property to the council (or its appointed agents) for an agreed period of time in return for a guaranteed rental income over that period. This may also assist LCC in housing provision.

- Review progress of any actions taken after 12 months in order to evaluate progress and success

The LLAS continues to play a key part in the Council's housing strategy and the intention is to meet with the RLAAS early in 2014 to:

- 1) Review the current scheme conditions and partner consultation to refresh the scheme.
- 2) Identify new ways of working to further promote accreditation
- 3) Increase partnership working between the Council and the landlords and landlord associations.

Summary:

The administration of any voluntary scheme such as the LLAS requires dedicated resources and adequate funding. In reality, many such schemes across the country have closed due to funding cuts – these schemes are not a mandatory function. It should also be noted that the administration and bureaucracy of schemes can also make them very difficult to process and keep updated – it is essential that adequate staffing resource, I.T support and funding is made available.

The LLAS continues to play a key part of the wider PRS housing strategy for the Council improving communications, education and promotion of the PRS. However, whilst the scheme remains voluntary, there will always be reluctance to the acceptance of accreditation by a significant section of private landlords which reduces the impact of accreditation across the sector. The main criticism of LLAS from the PRS is that it normally only attracts those landlords that already engage with the Council and are generally already fully compliant with their responsibilities. Therefore, the main challenge to “growing” the scheme across all PRS markets is to ensure “buy in” from all sectors.

The main barrier to promoting self-regulation currently is the lack of legislation in England to support such proposals. There is not even a requirement for landlords or agents to be registered and this does not help regulate or monitor the market effectively.

In Leeds, the Council plans to meet with the scheme administrators (RLAAS Ltd) shortly to discuss the above points and determine plans to actively promote and increase membership of the LLAS – the cost and necessary resources required to possibly achieve this ambition will be the major challenge.



Leeds Landlord Accreditation Scheme for Private Rented Housing

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Leeds Landlord Accreditation Scheme for Private Rented Housing

Aims of the Scheme

The aims of the Scheme are to encourage, acknowledge and actively promote good standards and management practice by owners, and to assist owners and tenants to undertake their respective responsibilities to each other.

The council 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 Local Authority.

The Scheme applies to the private rented sector only, and not to Local Authority owned or Housing Association properties where other Service Level Agreements apply.

It is a requirement of the Scheme that the physical condition of properties, 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 in respect of the health, safety and welfare rights of their tenants.

Compliance with the Scheme will ensure that:

- *Owners, tenants and community members enjoy the benefit of good property conditions, competent management standards and considerate neighbourly behaviour*
- *Misunderstandings and disputes are reduced.*
- *Where problems do occur they are promptly resolved.*

How the scheme operates

On application, owners will:

- *for the sole purpose of enabling random compliance checks to be carried out, provide the council with a list of properties owned or managed by them which will be held in strictest confidence by the council. Where members either acquire or dispose of a property they are asked to advise the scheme manager during the membership period. Members are required to provide to the council an update of their portfolios annually on renewing their LLAS membership.*
- *provide access to properties for the council or it's agents to carry out compliance checks*
- *ensure that properties are not in a condition that is liable to be hazardous to the health and safety of tenants, visitors or members of the community.*



- *ensure that all their properties meet the requirements of the scheme, or alternatively*
- *where a minority of an owners' properties are not fully compliant, apply to the Council for a concession and agree a Property Improvement Plan to improve, within a reasonable timescale, any property that does not fully meet the requirements of the Scheme, and accordingly inform any prospective new tenants of this arrangement.*
- *participate in and promote the Accredited Tenant Scheme*
- *be committed to partnership working*

Accredited landlords

On receipt of an application for accredited landlord status, the council will undertake a vetting procedure to be satisfied, as far as is reasonably practicable, that the landlord is responsible, competent and suitable to be a member of the scheme.

Following successful vetting, and satisfactory outcomes to some random property condition and management compliance checks by the council, owners will be awarded the status of accredited landlord.

Public Register

Details of accredited landlords, sufficient only for publicity and promotional purposes, are a matter of public record, and are readily available for public reference, including the council's internet website.

Disciplinary matters

Breaches of the requirements of the Scheme will be referred to a multi-agency Review Panel, which includes landlord representatives, who will consider the nature of the breaches, the representations of the owner and any other relevant parties, and decide, if necessary, on an appropriate sanction.

Accredited landlords who fail to fulfil their Property Improvement Plan obligations without sufficient reason will be subject to a Review Panel hearing.

Owners who lose their accredited status will no longer be participants of or eligible for any of the benefits of the Scheme.

It is not the intention of the Scheme to name and shame accredited landlords who are the subject of disciplinary action. However disciplinary action will be reported in an objective way to demonstrate that the Scheme is being enforced.

IMPORTANT NOTE: Licensed HMOs

In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of this accreditation scheme, then compliance with the HMO licence condition will take precedence.

1 EQUAL OPPORTUNITIES

OWNERS WILL ENSURE THAT:

- 1.01** In the provision and letting of housing or associated services and in the letting of contracts for services 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.**

2 MARKETING - Commencement of tenancy

OWNERS WILL ENSURE THAT:

2.01 Marketing

All property details are reported accurately without misrepresentation to prospective tenants.

2.02 Viewing

All prospective tenants are granted an opportunity to view the property having due regard to the rights of existing tenants.

2.03 Contract & Bonds

Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. 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.

- 2.04** A full set of agreement/s are issued to the tenant/s at the grant of the tenancy written in type size not less than 8 point

- 2.05** 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 clearly setting out the terms on which such a deposit is paid and handled in accordance with any statutory requirements in relation to such deposits. Any incidental costs likely to be incurred should be clearly stated in writing.

2.06 Accredited Tenants Scheme

They participate in the Accredited Tenants Scheme.

2.07 Rent Liability

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.

2.08 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.

- 2.09** Where tenants wish to change utility provider the owner will not unreasonably withhold their consent.

2.10 Other Service Charges

Where any service charges are levied by the owner that such services and charges are properly specified and detailed in the letting contract.

- 2.11** Written receipts are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit, utility or service charge. Where transactions are undertaken in cash a written receipt will always be provided by the Owner.



2.12 Letting Agreements

There is a proper written tenancy agreement.

2.13 Letting agreements are written in clear English in type size of not less than 8 point containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this Scheme.

2.14 Where a fee is charged for arranging a letting agreement, then prospective tenants should be clearly informed of this.

2.15 Anti Social Behaviour

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.

2.16 Identity & Address of Owner

The name and current registered address of the owner/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 owner.

2.17 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 owner in regard to the repairs and property maintenance and improvements have been fully discharged.

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

3

DURING THE TENANCY

OWNERS WILL ENSURE THAT:

3.01 HMO Licensing

They have made application for an HMO licence for all of their licensable HMOs, and that those properties meet or will comply with licence conditions within the timescales specified in the HMO Licence

3.02 Non licensable HMOs and other rented properties

All non-licensable HMO properties and other properties occupied by single households meet with Leeds City Council's advisory standards within agreed timescales. (see www.leeds.gov.uk/HMO)

3.03 Ensuring Possession

All statutory notices seeking possession are served on incumbent tenants in order to mitigate any delay and hardship caused to the owner and incoming tenants where existing tenants refuse to give up possession at the end of their contractual tenancy.

3.04 First refusal

The incumbent tenant/s are offered first refusal for any subsequent letting of property (subject to reasonable performance by tenants of their obligations under the terms of the preceding tenancy).

3.05 Access

Where access is required for routine inspection/s, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance save in circumstances where issuance of such notice is impracticable and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.

3.06 Conduct

Business is pursued by him/her in a professional, courteous and diligent manner at all times.

3.07 They do not act in such a manner that brings the Accreditation Scheme into disrepute

3.08 Awareness of the Accreditation Scheme

Tenants are given a copy of the Leeds Landlords Accreditation Scheme at the commencement of their tenancy.

3.09 Repairs and Maintenance

All properties are maintained in a satisfactory state of repair

3.10 That normally the following repairs completion performance standards should be achieved:

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 residents belongings - within 24 hours of report of defect.

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.

Priority Three - Non Urgent day to day repairs: reactive repairs not falling within the above categories - within 28 working days of report of defect.

3.11 Decorative finishes for which they have responsibility are made good within reasonable timescales if damaged or disturbed during repairs.

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

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 tenants.

3.13 Where a dispute occurs between the owner and tenant/s as to when a repair has been reported then the date on which the repair was reported to the owner in writing shall be the accepted date.

3.14 Where reasonable and practical, tenants will be notified prior to attendance by contractors to undertake repairs.

3.15 Contractors and trades persons 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.

3.16 Visual appearance

The visual appearance of properties, outbuildings, gardens and yards and boundaries including hedges are maintained in a reasonable state so as not to detract from the visual amenity of the area.



3.17 'TO LET' & 'LET BY' sign boards

'TO LET' sign boards are used responsibly, and 'LET BY' sign boards are not used at all. Where "To Let" boards are used then they should comply fully with the Leeds City Council's "To Let" Board Code in those areas where the code applies. The code places restrictions on the size, number, style, positioning & display of such boards.

3.18 Furniture and storage space

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

3.19 Kitchen Facilities

Kitchens meet with Leeds City Council's advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards. (see www.leeds.gov.uk)

3.20 Toilet and Personal Washing Facilities

Where amenities are shared, an adequate number of suitably located baths and/or showers and wash hand basins are provided with constant hot and cold running water supplies and in a ratio of amenities to occupants that does not exceed 1:5

3.21 Where amenities are shared, an adequate number of suitably located WC's are provided and in a ratio of amenities to occupants that does not exceed 1:5. Where a WC is located in a separate compartment then a wash hand basin with hot and cold running water should also be provided within the same compartment.

3.22 Where one or more showers are provided, they will be fitted with a waterproof surround and a screen (which could be a curtain). From September 1st 2008, where a shower is provided a suitable electrically operated extractor fan shall be fitted in accordance with Building Regulations.

3.23 Overcrowding

Properties are not knowingly overcrowded having particular regard to the numbers of bedrooms available.

4

HEALTH & SAFETY

OWNERS WILL ENSURE THAT:

4.01 Housing Health and Safety Rating System

The property and all land within, & including, its boundary is maintained, as reasonably practicable, free of any avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System (see the schedule at Point 9 of this document). 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. (see www.leeds.gov.uk)

4.02 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.

4.03 All gas appliances will be serviced annually by a CORGI registered engineer.

Documentation giving 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.

4.04 Liquefied Gas & Paraffin Heaters and Appliances

Portable bottled gas or paraffin heaters will not be allowed as a heating source by either the landlord or the tenant.

4.05 Electrical Installations and Appliances.

All fixed electrical installations provided by the owner are certified as safe by an approved electrician in accordance with the current relevant Electrical Regulations. A document of verification shall be obtained every five years showing that the electrical wiring of all properties is in a safe and satisfactory condition.

4.06 All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations.

4.07 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.

4.08 All 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), will be a satisfactory method of ensuring this.

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

4.10 When renewing electrical appliances, particularly white goods, owners will ensure that only high energy efficient appliances are chosen as replacements.

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

4.12 Lighting and ventilation

All properties are provided with adequate natural and artificial lighting, particularly any communal areas and especially on internal staircases. Properties must also be sufficiently well ventilated.

4.13 Energy Efficiency

All properties are provided with a minimal level of energy efficiency measures to include hot water tank and pipe lagging and adequate insulation to roof void areas where appropriate.

4.14 Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations where applicable. Leeds City Council's Energy Efficiency Unit (telephone freephone 0800 512 012) is able to provide advice on how these might be achieved.

4.15 Tenants are given advice upon request, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided.

4.16 Space heating

Central heating is provided. The central heating system should be adequate, temperature controllable and time programmable.

This requirement must be complied with by the 1st September 2009 or before if required by HMO licensing conditions for a particular property. All new or replacement boilers should be provided & fitted in accordance with the current Building Regulations

Note that electrical panel heaters of adequate output fitted with on/off switches and 24 hour timers or a timed booster in a system that allows a preset period of use will be satisfactory as an equivalent to central heating in respect of performance and control.

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

4.18 Internal layout

Properties, or parts of, are not allowed to be occupied if the internal layout is likely to be prejudicial to the health, safety for well being of the tenants or otherwise not reasonably suitable or occupation

4.19 Rooms that overall have an inadequate floor to ceiling height are not allowed to be occupied. 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.

4.20 Fire Safety

Fire safety risk assessments are carried out at all singly and multiply occupied properties and that any fire precautions required are installed in compliance with the recommendations of Leeds City Council's Advisory Fire Safety Standards before 1 September 2008 or earlier if required by HMO Licence conditions for a particular property. (see www.leeds.gov.uk)

Such fire precautions may typically include:

- *a fire escape route, normally the stairway, that is enclosed in materials having a minimum of 30 minutes fire resistance*
- *fire doors of a minimum 30 minute fire resistance rating, with hydraulic self closures, to all rooms opening onto the fire escape route*
- *an automatic, and manually operated, fire alarm system, that protects the route of escape and all rooms opening onto it, referred to as a BS 5839 Part 1 type L2 system*
- *an emergency lighting system sited to protect the route of escape*
- *whole stair lighting, where one switch illuminates all the lights in the stair*
- *fire escape windows*
- *locks on doors to rooms and final external exits that can be easily opened without the use of a key in order to avoid delay in escaping fire*

4.21 The minimum fire safety requirement for any property is the provision of a mains wired interlinked fire detection system with detectors that comply with BS 5446 Part 1 and sited to protect the route of escape in case of fire. Such systems shall be properly maintained in accordance with the manufacturer's instructions.

4.22 Where required, fire alarm systems, emergency lighting and whole stair lighting must be installed by September 1st 2008.

4.23 Where required, the provision of fire protected routes of escape, fire escape windows (which must be open-able without the use of a key) and structural fire separation must be completed by September 1st 2008.

4.24 Fire alarm and emergency lighting systems installed in HMO's are properly checked and maintained by a competent approved electrician, not less than every 12 months, and that inspection certificates are provided and retained

4.25 Alternative standards may be appropriate depending on compliance with Building Regulations.

4.26 Each kitchen will be fitted with a fire blanket, situated a sufficient distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker.

- 4.27** All exit routes within a property such as hallways, landings and staircases, so far as they are under the control of the owner / landlord, as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire.
- 4.28** Clear guidance on fire safety will be provided to residents at the commencement of the tenancy.
- 4.29 Security Measures**
External doors and frames are of a strong, secure construction with frames well secured to the jambs.
- 4.30** For **single households** external doors are fitted with a five lever mortise deadlock conforming to BS 3621 or is of an equivalent standard.
- 4.31** Security grilles on doors should be used responsibly and in consideration of fire safety, appearance and the need for their use at all.
- 4.32** Security grilles on exit doors should allow escape from the building without the use of a key. Measures to achieve this should conform with the timescales relating to exit doors described in the next section.
- 4.33** **In HMOs with five or more tenants**, the external doors should be fitted with a five lever mortise deadlock conforming to BS EN 12209 Security Grade 3 (minimum) and cylinder conforming to BS EN 1303 Security Grade 3 (minimum), allowing escape from the building without use of a key, not later than January 1st 2008 or to comply with HMO licensing conditions for a particular property.
- 4.34** **In HMOs with three or four tenants**, by January 1st 2009 all deadlocks on final exit doors should be operated by a thumb turn release fitted with a lock case conforming to BS EN 12209 Security Grade 3 (minimum) and cylinder conforming to BS EN 1303 Security Grade 3 (minimum).
- 4.35** Security grilles on ground and basement floor fire escape windows must only be fitted internally and must be easily removable (via a foot plate or other suitable quick release device) if tenants need to get out in an emergency situation by 1st January 2009. Grilles on windows should not restrict adequate natural ventilation.
- 4.36** Ground floor and upper storey windows accessible from ground level are of sound construction and secure against unauthorised entry
- 4.37** Where burglar alarms are provided 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 by for example causing nuisance should be serviced and if problems are still apparent replaced.
- 4.39** The names, addresses and telephone numbers of at least 2 key alarm holders should be notified in writing to Leeds City Council's Environmental Health Services for each property owned for rent in Leeds.
- 4.40** Hedges around external doors and windows are kept trimmed low wherever practicable to avoid providing screening for burglars.
- 4.41 Handrails**
By January 1st 2009, a handrail should be fitted on all staircases, internal and external, which consist of three or more steps.



4.42 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.

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

4.44 All properties will be provided with suitable refuse disposal facilities sufficient for the number of occupants, as advised by Leeds City Council waste collection service.

4.45 Tenants are issued with clear written guidance on the correct use of refuse & recycling bins & the arrangements they need to make for the emptying of refuse & recycling bins.

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

5 AT THE END OF THE TENANCY

OWNERS WILL ENSURE THAT:

5.01 Deposits

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

5.02 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.

5.03 At the end of the tenancy all balances on deposits shall be returned to the tenant in accordance with the current legislation relating to the handling of deposits.

6 OTHER PROVISIONS

OWNERS WILL :

6.01 Management of Disputes

Respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants.

6.02 Make written response to correspondence from tenants or their chosen representative within three weeks.

6.03 Ensure that all settlements and agreements reached are honoured within three weeks of such settlement being agreed.

6.04 Maintain courteous professional relations with tenants during any dispute

6.05 Accept that disputes regarding the Accredited Tenants Scheme may be resolved by referral to the Review Panel.

7 COMPLAINTS

OWNERS WILL ENSURE THAT:

7.01 Within four weeks of receipt of any written complaint from a tenant (or their representative), rectify any breach of the Accreditation Scheme or, in the alternative, enter into correspondence with any tenants or their representative where such an allegation is contested.

- 7.02** Recognise in the case of a contested breach of the Scheme, including the Accredited Tenant Scheme, or where rectification is not made in accordance with the paragraph above, the authority of a Review Panel. Furthermore owners will recognise the right of the Review Panel to make recommendations to owners and the Chief Environmental Health Officer in accordance with its views.
- 7.03** In the event that such recommendations are not followed by the owner, then the owner, subject to a final appeal to the Chief Environmental Health Officer, will be deemed to be in breach of the Scheme and this fact will be made public to prospective tenants. The Chief Environmental Health Officer acting on behalf of the City Council, will have the ultimate authority to exclude any owner from the Scheme for a period as determined or indefinitely.

8

GLOSSARY

HMO – In brief a property occupied by 3 or more unrelated persons who make up 2 or more households is an HMO.

Licensable HMO- An HMO is a property consisting of 3 or more storeys and occupied by 5 or more unrelated persons who share an amenity , such as a bathroom, toilet or cooking facilities.

ASB – Anti-social behaviour (ASB) means conduct on the part of the occupiers of, or visitors to residential premises which causes or is likely to cause nuisance or annoyance to persons residing, visiting or otherwise engaged in unlawful activities in the vicinity of such premises or which involves, or is likely to involve, the use of such premises for illegal purposes.



9 SCHEDULE - Housing Health and Safety Rating System (HHSRS)

The HHSRS is a method of risk assessing hazards that may be found in residential accommodation. Landlords should ensure that their properties and boundaries are maintained, as reasonably practicable, free of any avoidable or unnecessary hazards as listed in the table below.

PHYSIOLOGICAL	PSYCHOLOGICAL	INFECTION	ACCIDENTS
Damp & mould growth	Crowding and space	Domestic hygiene, pests & refuse	Falling between levels
Excess cold	Lighting	Personal hygiene sanitation & drainage	Falls associated with baths etc
Excess heat	Noise	Food safety	Falling on level surfaces
Volatile Organic Compounds	Entry by intruders	Water supply	Falling on stairs
Biocides			Electrical hazards
Lead			Flames, hot surfaces
Asbestos & manufactured mineral fibres			Structural collapse and falling elements
Carbon Monoxide & fuel combustion products			Position & operability of amenities
Uncombusted fuel gas			Fire
Radiation			Explosions
			Collision and entrapment

General Note

The Council will seek to promote details of the Scheme amongst current and prospective tenants searching for housing. New tenants must be given a copy of the Scheme by the owner at the commencement of their tenancy. The business reputation of those that maintain compliance will be enhanced in contrast to those that either choose not to operate within the Scheme or fail to honour their agreement to work within it.

For those signatories complying with the Scheme, the Council will provide a package of inducement benefits exclusively available to participating landlords and designed to enhance their business and provide access to a range of Council services.

The City Council, in administering the Scheme reserves the right to refuse to accept any application for registration, subject to a right of representation to a Review Panel and final appeal to the Chief Environmental Health Officer acting on behalf of the Council. The Review Panel and ultimately the Chief Environmental Health Officer will also adjudicate in the event that disputes relating to non-compliance with the Scheme cannot be resolved informally.

Important Notes...

The City Council 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 Leeds 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 Council subject to consultation with the relevant parties, whereupon members of the scheme will be notified of any changes.

The Council makes no representation nor warrants and no warranty shall be implied that the Council has inspected, approved or, in any way endorsed any particular property or owner. The Council shall not be liable to any person or persons for any information contained in the Scheme or supplemental document or reliance upon it or for any loss damage or injury or any disputes proceedings or claims by or between any person or persons (and whether or not including or against the Council) whatsoever or howsoever arising from any information herein contained or any supplemental document.

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Nov 2007

**Leeds
Landlord
Accreditation
Scheme**





Tenant Information Pack

For the Private Rented Sector – England

www.landlords.org.uk



KNOW
your rights



UNDERSTAND
your responsibilities



FOLLOW
the regulations

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■ Tenant Information Pack for the Private Rented Sector – England

This free pack has been designed by the NLA to benefit both parties of the tenancy; it outlines what each party is obliged to do from the start of the tenancy and the on-going obligations. We hope that the information provided is useful and you have a good tenancy.

The Tenant Information Pack

- The pack provides information for tenants in privately rented accommodation. It talks about your rented place, the tenancy, the landlord, and the responsibilities of you and your landlord.
- The pack is not part of your tenancy agreement but sets out important information that is relevant to you and your landlord. The pack contains a summary of legislation relevant to private tenants. Should you want more detailed legal information, or opinion, you should seek specialist advice. www.landlords.org.uk

Why is the pack important?

- The pack gives you clear information about private renting.
- The pack ensures that all tenants in privately rented homes receive the same information.
- It outlines obligations from all perspectives.

How does the pack work?

- If you sign an assured or short assured tenancy, your landlord has provided this pack to make the tenancy as efficient as possible for both of you.

■ Your tenancy

Your rights in privately rented housing depend on the type of tenancy agreement you have with your landlord. The following information provides a broad set of rules for the most common tenancies - assured and short assured tenancies. If there is any doubt, you should get legal advice to be certain of the type of agreement you have signed or are being asked to sign.

Assured Shorthold Tenancy

The most common type of agreement in the private sector is a Assured Shorthold Tenancy, which has been available since 1989 and the default form of tenancy in the private-rented sector since 28 February 1997.

Your tenancy will most likely be an Assured Shorthold Tenancy if:

- The property is your main home
- The property is located in England and Wales
- You have exclusive use of all or part of the property
- The annual rent is less than £100,000

If any of the following points apply your tenancy is not an Assured Shorthold Tenancy:

- The annual rent exceeds £100,000
- The property is not your main home
- You share the property with the landlord or a member of his/her immediate family
- The tenant is a company
- You do not have exclusive use of any part of the property
- Your tenancy is tied to your employment or an agricultural holding
- There is no (or very little) rent payable

Your tenancy will usually specify an initial fixed term (often six or twelve months), after which it may be brought to an end, a new agreement (renewal) may be negotiated or it may become a statutory periodic tenancy.

If no alternative is specified in the contract and no action is taken by the landlord or tenant to end or renew the tenancy at the end of the fixed term it will continue as a periodic tenancy automatically.

1. Joint tenancies

If you and your flatmates or housemates have a joint tenancy agreement, you will all have exactly the same rights and responsibilities. Legally this is known as being jointly and severally liable. This means you are all equally responsible for paying the rent and keeping to the terms of your tenancy agreement. If you want to end the tenancy, you will need to get the other joint tenants' permission first, because this will end the tenancy for everyone. However, if the other tenants do not want to move out, they can try to negotiate a new agreement with the landlord. It may also be possible to find a replacement tenant to take your place on the existing agreement. This can be accomplished by means of a Deed of Assignment. An example of a Deed of Assignment may be found here: www.landlords.org.uk

Tenancy agreement

The NLA recommends that a written tenancy agreement be provided, but this is not a legal requirement. Whether a written agreement is provided or not the terms should be discussed between you and the landlord or letting agent before you agree. Where there is any doubt you should seek legal advice.

In general, your tenancy agreement will include the following:

- The name and address of the landlord or agent (or both).
- The length of the tenancy, with start and end dates.
- Rent: amount due, when it is due, how it should be paid and how it may be increased in the future.
- Value of the deposit and which tenancy deposit scheme will hold the deposit.
- Who may occupy the property?
- Any condition or restrictions on the use of the property, for example about pets, guests or smoking.

Ending your tenancy

If you have an **Assured Shorthold Tenancy** your tenancy agreement should specify the duration of the tenancy. At the end of that time, your tenancy will automatically revert to a statutory periodic tenancy unless:

- Your landlord gives you written notice that they want to end the tenancy;
- You leave at the end of the tenancy;
- Your tenancy agreement states what will happen at the end of the initial fixed term;
- You negotiate a new tenancy with your landlord.

1. If you want to leave

If you have an **Assured Shorthold Tenancy** it is important to consider the following:

- **Ending the tenancy at the end of the fixed term**
You may leave at the end of the fixed term without giving notice as there is no statutory requirement to do so. However, your tenancy agreement may include a clause requiring a set period of notice.
- **Ending the tenancy before the fixed term ends**
Your tenancy agreement should say whether or not you can end your tenancy before the fixed term ends, and how much notice you need to give. If your tenancy agreement does not mention this, you may find your landlord can still charge you rent until the fixed term ends, even if you need to move out before this.

2. When your landlord wants you to leave

If you have an **Assured Shorthold Tenancy** your landlord can give you notice in writing at least two months before the end of the initial fixed term or at any time afterwards that they want possession of the property. They can serve notices during the tenancy to coincide with the agreed termination date. If you do not vacate the property at this time, your landlord can start legal action against you.

To gain possession at the end of an Assured Shorthold Tenancy, or after it has reverted to a Statutory Periodic Tenancy where no breach of tenancy has occurred, your landlord must serve a Section 21 notice.

There is no prescribed form for this notice, but it must:

- be in writing.
- be at least two months long (or the amount of time between rent payments, whichever is longer).
- end on the last day of a rental period.
- state that it is being issued under Section 21 of the Housing Act 1988.

3. Breach of tenancy

If you breach any terms of the tenancy, your landlord can seek possession using the grounds for regaining possession.

If your landlord wishes to end your tenancy because of a breach of its terms he/she must serve a Notice Seeking Possession under Section 8 of the Housing Act. This will specify the grounds upon which possession is being sought and the earliest date that court proceedings may begin.

Grounds for landlords regaining possession of their property

There are 17 grounds a private landlord can use to evict an assured or short assured tenant. Grounds 1-8 are mandatory grounds: that is, if they are proved, a court must grant an order for possession. Grounds 9-17 are discretionary grounds: that is, even if they are proved, a court will grant a possession order only if they believe it is reasonable to do so. In summary, the grounds are:

1. Grounds on which court must order possession

- Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case) –

- (a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

- Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and –

- (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101 of the Law of Property Act 1925; and
- (b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and
- (c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purpose of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

- Ground 3

The tenancy is a fixed term tenancy for a term not exceeding eight months and –

- (a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- (b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling-house was occupied under a right to occupy it for a holiday.

- Ground 6

The landlord who is seeking possession or, if that landlord is a registered social landlord or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled –

- (a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because –
 - (i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or
 - (ii) the nature of the intended work is such that no such variation is practicable; or
 - (iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as “the reduced part”) as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or
 - (iv) the nature of the intended work is such a tenancy is not practicable; and
- (b) either the landlord seeking possession acquired his interest in the dwelling house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money’s worth; and
- (c) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977, as amended by Part I of Schedule 4 to this Act or, as the case may be, section 4 of the Rent (Agriculture) Act 1976, as amended by Part II of that Schedule. For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted, or if it was granted to joint tenants, any of them was the tenant or one of the

joint tenants of the dwelling-house concerned under an earlier assured tenancy or, as the case may be, under a tenancy to which Schedule 10 to the Local Government and Housing Act 1989 applied, any reference in paragraph (b) above to the grant of the tenancy is a reference to the grant of that earlier assured tenancy or, as the case may be, to the grant of the tenancy to which the said Schedule 10 applied. For the purposes of this ground “registered social landlord” has the same meaning as in the Housing Act 1985 (see section 5(4) and (5) of that Act) and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity, within the meaning of the Charities Act 1993.

2. Grounds on which court may order possession

- Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

- Ground 10

Some rent lawfully due from the tenant –

(a) is unpaid on the date on which the proceedings for possession are begun; and

(b) except where subsection (1)(b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

- Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has not paid rent which has become lawfully due.

- Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

- Ground 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. For the purposes of this ground, “common parts”, means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

- Ground 14

The tenant or a person residing in or visiting the dwelling-house-

(a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or

(b) has been convicted of –

(i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or

(ii) an arrestable offence committed in, or in the locality of, the dwelling-house.

- Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

- Ground 16

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment. For the purposes of this ground, at a time when the landlord is or was the

Secretary of State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

- Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by –

(a) the tenant, or

(b) a person acting at the tenant's instigation

■ Information about your property

Your landlord must make sure the property is safe. The electricity supply, plumbing, water and heating systems should all be in good condition. If you have any concerns about the safety of any item in the property, you should speak with the landlord. It is important that you do not move into the property until the landlord has dealt properly with your concerns.

Gas safety

If your property has a gas supply, your landlord must arrange for an annual Landlord Gas Safety Record to be carried out by a Gas Safe registered engineer. You should receive a copy of this certificate. If your landlord does not provide you with a safety certificate you can contact the Health and Safety Executive for advice.

If you know that your gas installations or pipework are defective, you must tell your landlord or letting agent. You must never use appliances that are condemned or unsafe.

Electrical safety

Your landlord must make sure:

- the electrical system (e.g. sockets and light fittings) is safe
- all appliances they supply (e.g. cookers, kettles) are safe

The Electrical Safety Council suggest that the best way for landlords to comply with this is by having a registered electrician carry out an inspection and test of the electrical installation (known as an Electrical Installation Condition Report) and Portable Appliance Testing at suitable intervals. Speak with your landlord if you have any concerns about electrical safety as they should be able to provide you with information on the latest safety inspection. Alternatively, advice and guidance is available on the Health and Safety Executive website

Energy Performance Certificate

An Energy Performance Certificate (EPC) shows a property's energy efficiency. It also highlights potential improvements that could save energy. On request, landlords must give prospective tenants (i.e. new tenants, not tenants who are simply renewing a lease) an EPC. However, if you rent only a single room in a larger property, your landlord need not provide an EPC. When advertising a property for rent, landlords must state its energy efficiency rating.

You can download a sample EPC from the energy saving trust:
<http://www.energysavingtrust.org.uk/Insulation/Energy-performance-certificates>

Council Tax

Your tenancy agreement will probably set out who is responsible to paying council tax. If you are unsure, your local council should be able to tell you about your responsibilities for council tax and give you information on the current rates. If you have signed a tenancy agreement for a room and not the entire property, check with your landlord if you are responsible for paying council tax.

If the property is occupied entirely by full-time students, you are exempt from council tax. You must apply to your local council's Revenues and Benefits department for your exemption.

Number of people who may live at the property

Only those allowed to live at a property by the tenancy agreement should occupy it. If too many people live there, meaning it is overcrowded, the council may take steps to prevent the overcrowding continuing.

Houses or flats occupied by three or more unrelated persons forming two or more households are called houses in multiple occupation (HMOs). There may be restrictions on the number of individuals permitted to live in your property. In certain areas landlords are required to apply for planning permission and/or obtain a license for HMOs.

HHSRS

The Housing Health and Safety Rating System (HHSRS) is a risk-based evaluation tool to help local authorities identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings. It was introduced under the Housing Act 2004 and applies to residential properties in England and Wales.

Inventories

An inventory is a list of everything in the property that you are renting (for example, furniture, carpets and curtains, kitchenware) and its condition.

An inventory can help avoid a dispute over your deposit when you move out because it proves what state the property was in when you moved in. In particular, it can help if a dispute is lodged with a tenancy deposit scheme.

It is in your landlord's interest to provide an inventory because if you break or damage anything while you are living there, the inventory shows it was not broken before you moved in. On the other hand, if anything in the property is already damaged, the inventory proves you did not do it.

Your landlord or letting agent should give you an inventory. If they have not done so by the time you move in, ask for one.

In summary, here are the key things you should do:

- **Check the inventory before you sign it** – make a note of anything damaged, broken or worn. Make sure everything in the property is listed on the inventory, and that it lists nothing you cannot find in the property.
- **Make sure you and your landlord sign the inventory** – once you are sure the inventory is correct, both you and your landlord or letting agent should sign it.
- **Take photos**, then you can prove the state of the property when you moved in.
- **Store the inventory and your photos in a place where you can find them** in case you need to rely on them to get your deposit back.

Fire safety

You can find out more about fire safety requirements for privately rented properties on the National Landlords Association website:

<http://www.landlords.org.uk>

Your landlord also has a general duty to keep your property fit for you to live in and to ensure it does not endanger your health. This includes ensuring there are no fire or other hazards in your home, such as loose wiring or dangerous stairs.

Property available for let must have an adequate means of escape in case of fire and, depending on its size, may require a level of fire detection and extinguishing equipment. A risk assessment under the **Housing Health and Safety Rating System** can be carried out by the Local Authority and work specified to minimise the risk.

Fire Authorities also have the power to ask landlords of **HMOs** to carry out a form of risk assessment themselves and works required.

If the property is a House in Multiple Occupation (**HMO**) which is subject to licensing, it must also comply with license conditions in relation to fire safety.

■ Licensable Houses of Multiple Occupation

House in multiple occupation (HMO) licensing

A Licensable HMO (House in Multiple Occupation) is a property of three or more storeys occupied by five or more tenants who are not members of the same household. HMO landlords must have a licence from the local council. This ensures that the property is managed properly and meets certain basic safety standards. You can find out more about HMOs on the Government website:

<https://www.gov.uk/private-renting/houses-in-multiple-occupation>

Some local authorities administer additional and selective licensing schemes which include other types of rented property. These vary considerably across the country.

To find out whether your property requires a licence, ask your landlord or contact your local council. Your council will have a list of all the licensed HMOs in their area.

■ Responsibilities of tenants and landlords

This section covers your responsibilities and those of your landlord. Other parts of the pack cover your rights.

Tenant's main responsibilities

You have certain responsibilities as a tenant. Please read your tenancy agreement for more specific information but the following list of responsibilities will apply to most tenancies.

- To occupy the property as your main home.
- To pay your rent in full and on time.
- To contact your landlord immediately if you are having difficulty paying the rent.
- Not to cause damage to the property, fixtures, fittings or furniture belonging to the landlord and not to allow members of your household or visitors to do so.
- To read and comply with your tenancy agreement as regards its policies on smoking in the property, keeping pets etc.
- Not to make alterations to the property without getting your landlord's written permission first.
- To report promptly the need for any repairs' to the landlord.
- Not to cause disturbance, nuisance or annoyance to neighbours and not to allow your visitors to do so.
- To allow the landlord access to the property to inspect it or carry out repairs after giving sufficient notice.
- To give your landlord written notice when you wish to end the tenancy.
- To maintain any communal areas if the maintenance is not included in your rent.
- To put out and bring in bins and recycling boxes for collection.

Landlord's main responsibilities

- To give you a contact name, address and phone number.
- To respect your right to peace and quiet in the property.
- To give proper notice before entering the property.
- To meet gas, electricity and other safety requirements in the property.
- To maintain the property's structure and exterior.
- To follow the correct legal procedures if they want you to leave.
- To have an Energy Performance Certificate for the property if it is to be marketed.
- To allow adaptations for disabled people, within reason. To take action to address any antisocial behaviour by their tenants in and around the property.
- To register any relevant deposit with an approved tenancy deposit scheme.

Role of letting agents

If a letting agent acts for your landlord, they may be responsible for arranging your tenancy's day-to-day maintenance and repairs, and taking your rent payments. However, your contract is with your landlord. This is why your landlord's name and address must appear on your tenancy agreement.

Any legal action arising from your tenancy (for example, over the return of your deposit) would be raised against your landlord, not the letting agent. Also, your landlord is legally responsible for ensuring that all safety regulations are met.

Harassment and unlawful eviction

If your landlord tries to physically remove you from the property without a court's permission, they are committing a criminal offence regardless of the circumstances. Your landlord must follow the formal legal process set out in section 1 of this pack to recover possession of their property.

If you do not leave voluntarily, the landlord must obtain a Warrant for Eviction from the Court. If the landlord obtains such a decree, the actual eviction must be done by Court Officers, not the landlord or their agents.

If your landlord has physically removed you from your rented home or threatened to do so, you should report the matter to the Police.

As a tenant of a privately rented property, the law protects you against harassment and unlawful eviction in two ways:

- by making harassment and unlawful eviction criminal offences, and
- by enabling you to claim damages through the courts.

The law against harassment applies to everyone living in residential property. This means the law protects you whether you have a full tenancy or some other right of occupation or occupancy agreement. It applies if your landlord personally harasses or evicts you unlawfully, or if somebody else does it for them. Related to this, your landlord has no right to use retained keys to enter the property without your permission, except in an emergency.

Tenancy deposit schemes

The law requires all deposits taken on assured shorthold tenancies in England and Wales starting after 6 April 2007 to be protected in a government-authorised deposit protection scheme.

Landlords do not have to take a deposit, but if a deposit is taken it must be monetary and it must be protected in a government-authorised scheme. Landlords should not be beguiled into believing that they can circumvent the legislation by taking what amounts to a deposit in a different way. The courts are finding against landlords who spuriously claim not to have taken a deposit when in fact they have (more below).

- See more at: <https://www.landlords.org.uk/about-nla/tenancy-deposit-protection#sthash.KFiCeBcP.dpuf>

A tenancy deposit scheme is an independent third-party scheme approved by the Government to protect your deposit until the landlord needs to repay it at the end of the tenancy. The NLA recommends the **my|deposits** scheme. There are others; please check which one is being used.

1. How do tenancy deposit schemes work?

All landlords who receive a deposit in relation to an Assured Shorthold Tenancy must comply with the tenancy deposit scheme regulations. Your landlord must give you information on the circumstances in which they may withhold your deposit and give you details of the scheme protecting it.

Once you pay the deposit to your landlord or letting agent, your landlord must register it with an approved deposit scheme. Your landlord must ensure the deposit remains protected with an approved scheme until it is due to be repaid after the end of the tenancy. You may apply to a Court for sanctions against your landlord for failing to comply with the regulations. If the Court decides your landlord has failed to comply, they can order the landlord to pay you up to three times the deposit amount in addition to returning it in full.

2. How will I (the tenant) get my deposit back at the end of a tenancy?

At the end of the tenancy you can speak with your landlord directly about how much of the deposit should be returned, minus any deductions.

You should formally request the return of the deposit at the end of the tenancy agreement. Landlords should return the agreed deposit amount within 10 days.

After the deposit has been returned to the tenant, the landlord will need to unprotect the deposit, either online, by phone or by post.

The deposit protection scheme will advise the tenant that the deposit has formally been unprotected by the landlord.

If you cannot agree over the amount to be returned the landlord and tenant can use the free and impartial dispute resolution service provided by the tenancy deposit protection scheme used.

Antisocial behaviour – tenant and landlord obligations

1. Tenants

Everyone has the right to live safely and peacefully without worrying about being annoyed or harassed. Antisocial behaviour means behaviour that causes or is likely to cause fear, alarm or distress. If you act in a way that causes nuisance or annoyance and stops people enjoying the peaceful occupation of their home, this may be considered antisocial behaviour.

These actions include, but are not limited to:

- persistent, excessive noise;
- verbal or physical abuse of neighbours;
- racial or sexual harassment;
- vandalism in the neighbourhood or damaging neighbours' property; or
- drug abuse or selling drugs.

You are also responsible for the behaviour of family or friends visiting your property. Your landlord may take action against you if you have broken a clause in the tenancy agreement which refers to antisocial behaviour.

If you are affected by other people's antisocial behaviour, you should keep a written record of the incidents, with dates and times. Depending on the seriousness of the situation and how badly it affects you, you should contact the Police or your Local Authority. Your local council's Antisocial Behaviour Team should also be able to give you more information on these issues.

2. Landlords

Landlords also have a responsibility to prevent their tenants behaving in an antisocial way in and around their homes. This means that if tenants are acting in a way that causes or is likely to cause alarm, distress, nuisance or annoyance to anyone living near their home, the landlord must take action. Steps landlords can take include:

- investigating complaints about their tenants' behaviour;
- writing to tenants to explain that their behaviour is causing concern and asking them to modify it;
- giving advice on noise reduction;
- asking the council to apply for an Antisocial Behaviour Order for the tenants;
- ending the tenancy.

If a landlord's attempts fail, they can ask the council for help to address the antisocial behaviour.

■ Further advice and support

General advice

Citizens Advice

Gives you details of your local Citizens Advice Bureau which can help with money, legal, consumer and other problems.

Tel: 08444 772020

www.citizensadvice.org.uk

Energy Saving Trust

Gives independent help and advice on how to save energy in the home.

Tel: 020 7222 0101

www.energysavingtrust.org.uk

Office of the Gas and Electricity Markets (Ofgem)

Protects the interests of gas and electricity consumers.

Tel: 020 7901 7000

www.ofgem.gov.uk

Safety advice

Gas Safe Register

Offers gas safety advice and can take action to ensure that gas appliances in your property are safe.

Tel: 0800 408 5500

www.gassaferegister.co.uk

Health and Safety Executive

Provides a range of health and safety advice.

Tel: 030 0003 1747

www.hse.gov.uk/contact

Electrical Safety Council

UK charity that provides electricity safety advice for the home.

Tel: 020 3463 5100

www.esc.org.uk

Landlord and letting agent representatives

National Landlords Association (NLA)

An association for private landlords in the UK.

Tel: 020 7840 8900

www.landlords.org.uk

UK Association of Letting Agents (UKALA)

An association for registered letting agents.

Tel: 020 7820 7900

www.ukala.org.uk

The Association of Residential Letting Agents (ARLA)

An association for registered letting agents.

Tel: 0845 250 6001

www.arla.co.uk

The National Approved Letting Scheme (NALS)

An independent licensing scheme for lettings and management agents.

Tel: 01242 581 712

www.nalscheme.co.uk

The Royal Institution of Chartered Surveyors (RICS)

A global property professional body for Chartered Surveyors.

Tel: 0870 333 160

www.rics.org/uk/

Encouraging Renting

Follow us:



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Tel: 020 7840 8900

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