

## **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



## CONTENTS

<b>Aims of the Scheme</b>		<b>3</b>
<b>How the scheme operates</b>		<b>3</b>
<b>1</b>	<b>EQUAL OPPORTUNITIES</b>	<b>5</b>
<b>2</b>	<b>MARKETING - Commencement of tenancy</b>	<b>5</b>
<b>3</b>	<b>DURING THE TENANCY</b>	<b>4</b>
<b>4</b>	<b>HEALTH &amp; SAFETY</b>	<b>6</b>
<b>5</b>	<b>AT THE END OF THE TENANCY</b>	<b>10</b>
<b>6</b>	<b>OTHER PROVISIONS</b>	<b>10</b>
<b>7</b>	<b>COMPLAINTS</b>	<b>10</b>
<b>8</b>	<b>GLOSSARY</b>	<b>11</b>
<b>9</b>	<b>SCHEDULE - Housing Health &amp; Safety Rating System (HHSRS)</b>	<b>12</b>



# 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](http://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](http://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](http://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](http://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.

Copyright. Leeds City Council 2007. All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means including photocopying and recording, without the written permission of Leeds City Council. The Coat of Arms and the Leeds City Council Accreditation Scheme logo may not be reproduced without prior written permission of Leeds City Council.

Nov 2007

**Leeds  
Landlord  
Accreditation  
Scheme**

