

The requirements of the ANUK Code

SECTION 1. GENERAL

Member establishments make a commitment to ensure that:

- 1.0. Business is pursued in a professional, courteous and diligent manner at all times;
- 1.1. This Code is used throughout their establishment as a framework for self-assessment and they will use the outcome of these assessments to continuously improve the services they provide to tenants;
- 1.2. They take all reasonable steps to ensure that their staff are conversant (as appropriate to their job role) with all aspects of this Code and have an up-to-date working knowledge of the establishment's legal responsibilities and obligations.

SECTION 2. EQUAL OPPORTUNITIES

Managers will ensure that:

- 2.0. All procedures for the allocation of accommodation comply with any equal opportunities policies that apply to their educational establishment and in accordance with the law;
- 2.1. Where policies for equal opportunities do not exist, the educational establishment will ensure that no person or group of persons applying for accommodation will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, appearance, age, marital status, sexual orientation or social status.
- 2.2. Charges for rooms adapted for use by students with disabilities do not exceed the normal room rate for that residential development;
- 2.3. An assessment is carried out, if appropriate, to determine the specific needs of the individuals concerned and where these needs are reasonable, as defined within the Disability Discrimination Acts 1995 and 2005, they are fulfilled in accordance with clauses 2.0 and 2.1 above. Where additional costs are incurred to fulfil these needs, which it would not be reasonable for the establishment to pay for, these will be agreed with the tenant prior to the tenancy agreement being signed.

SECTION 3. MARKETING PRIOR TO LETTING A PROPERTY TO TENANTS

Managers will ensure that:

- 3.0. All property details are reported accurately without misrepresentation to prospective tenants, including details provided in prospectuses, brochures and on websites;
- 3.1. An appropriate mechanism is in place to update such publicity material in a timely manner, should details of specific properties change;
- 3.2. All prospective tenants are informed about any contractual terms under which the property is offered, including those relating to any fees payable in addition to rent, such as booking fees, utility charges, deposits, insurance, web or telephone costs;
- 3.3. Where a booking fee is charged, that fee is a standard published fee for all tenants and information is provided on the cost of the fee, the nature of the reservation being made, the arrangements for cancelling the booking and returning the fee, the circumstances under which the fee will not be returned, and, if the fee is to be returned the manner in which this will be done;
- 3.4. When a booking fee is charged no other monies for deposits or rent are demanded prior to entering into the terms and conditions of any letting agreement;
- 3.5. All tenants are provided with a written copy of the letting agreement at the time they sign that agreement or at the time that they pay any booking fee or deposit. For tenancies entered into on line the tenants should be able to download the full terms and conditions of the agreement at the time they make the application and this option should be made clear to them. Paper copies of any agreement are provided to these tenants should they request them in writing;
- 3.6. Any contracts do not use terms that are in breach of the Unfair Terms in Consumer Contracts Regulations 1999;
- 3.7. Future tenants are informed at the earliest possibility if a building or refurbishment programme is running late;
- 3.8. in the event that a room is not ready for occupation on the date that the tenancy is scheduled to begin, discussions with the

affected tenants are started at the earliest opportunity to agree the provision of alternative accommodation;

3.9. Where rooms are not ready for occupation as described in 3.8 above the following provisions are made as a minimum to ensure that tenants are not disadvantaged:

- No rent is payable for the rooms which are unavailable until the date of actual occupation;
- Where a substitute room is made available an appropriate rent may be charged but the level of rent for the substitute room will not be higher than the original rent;
- If the substitute room does not have access to appropriate self-catering facilities, or if the original rooms were to be associated with a 'catering package', then an appropriate meal service, or meal allowance, will be provided at a cost which does not exceed the original costs;
- When tenants transfer from the substitute rooms to the completed development, an appropriate removal service will be provided to move all the tenant's belongings or appropriate removal costs will be reimbursed against submitted invoices;
- Any additional out-of-pocket expenses incurred by the tenant as a direct result of taking up the substitute accommodation (e.g. travel costs in excess of that which they would in any case have had to pay) will be reimbursed in full against submitted invoices.

Rent Liability

Managers will ensure that:

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

3.11. Prospective tenants are issued with receipts (electronic or hard copy) for all monies received, whether in payment for rent, deposit, utility or service charges.

Contact Details for Staff and Student Care

Managers will ensure that:

3.12. The establishment's membership of this Code is clearly communicated to all tenants by the display of a standard notice within the building, or a central reception area, and by displaying

the Code logo on the establishment's accommodation website(s) clearly relating to the buildings that are within the Code;

- 3.13. The systems in place to ensure tenant security, student care and general student welfare are clearly defined, communicated to tenants and regularly tested to ensure that they operate effectively;
- 3.14. These systems ensure that the names and contact details of all staff involved in the management of the building (and the wider residential development, if appropriate) are provided to tenants at the commencement of their tenancy, clearly specifying the times they will be available and their responsibilities;
- 3.15. These systems also ensure that tenants clearly understand who is responsible for student care (especially where there are partnership agreements) to ensure that they can easily gain access to the help they need.

The establishment will ensure that:

- 3.16. An appropriate residential presence is provided in any residential development which houses in excess of 150 students (where the residential development is larger there is a minimum of 1 residential presence for every 250 student occupants) and the purpose of this residential presence is made clear to tenants living within the building;
- 3.17. Staff providing such a residential presence clearly understand their role and responsibilities and receive an appropriate level of structured and pre-planned training prior to commencing their duties;
- 3.18. The establishment can demonstrate the effectiveness of this training process and that the content of the training has been developed following an analysis of the training needs of staff providing the residential presence;
- 3.19. Such staff are also provided with the names and contact details of additional support so that this can be called upon in the event of an emergency.

State of Repair

Managers will ensure that:

- 3.20. There is a system in place which clearly defines to tenants the contents of the property and the state of repair of fixtures and fittings at the time their tenancy commenced;
- 3.21. The system provides a method for tenants to identify and report contents, fixtures and fittings that they believe are either missing or in a poor state of repair;
- 3.22. The system also defines the method for making any deductions from deposits for items that are found to be damaged or missing from the room at the end of the tenancy period.

SECTION 4. DURING THE TENANCY

Ensuring Possession

Managers will ensure that:

- 4.0. All appropriate measures are taken (including the service of statutory notices if necessary) to ensure timely possession of a property and mitigate any delay or hardship that may be caused to incoming tenants.

Access

Managers will ensure that:

- 4.1. Where a tenant has reported the need for a repair, access to their room for the purposes of maintenance is authorised unless the tenant provides specific instructions to the contrary. Records that their room has been entered, what work has been carried out and any further activities that are planned are also provided to the tenant;
- 4.2. Where access is required to a tenant's room or communal areas for other purposes each affected tenant receives appropriate notification of the date, time, estimated duration and purpose of the visit, except in the case of access needed in an emergency situation;
- 4.3. Where access is required for routine inspections each tenant will be given at least 24 hours' notice of the date, time and purpose of the visit;
- 4.4. Where regular and pre-planned access is required (i.e. to provide a periodic cleaning service) the details of the access and services to be provided are stated in the information provided when the tenancy commences. If these arrangements are permanently rescheduled during the tenancy, then at least 24 hours' notice of the changed arrangements is provided before any work commences.

Repairs and Maintenance

Managers will ensure that:

- 4.5. The residential development is maintained in a way that complies with all statutory and local authority regulations relating to HMO's and/or purpose built residential developments;

- 4.6. The establishment has documented, and communicated to tenants at the beginning of the tenancy, the system for reporting any repair/maintenance issues, including how complaints about outstanding or ineffective repairs can be made and to whom these should be addressed;
- 4.7. This system also defines a method for the categorisation of maintenance activities and repairs which will meet as a minimum the following performance standards:
- Priority One – Emergency Repairs – are completed as soon as possible or in any event within 24 hours of a report of a defect. These would be any repairs required to avoid a danger to health, a risk to the safety of residents or serious damage to buildings or residents' belongings;
 - Priority Two – Urgent Repairs – are completed within five days of report of the defect. These would be any repairs which materially affect the comfort or convenience of the residents;
 - Priority Three – Non-Urgent Repairs – are completed within 28 days of a report of a defect. These would be any repairs not falling within the above categories;
- 4.8. Non-completion of reported repairs within the target timescales is recorded and appropriate action is taken. In addition the satisfaction of tenants with the system of reporting and resolving repairs is regularly measured as described in section 5.0 below;
- 4.9. Maintenance and servicing programmes, such as gas appliance servicing, window and guttering cleaning, exterior and interior painting, are carried out in a planned and cyclical manner and with due regard to the convenience of tenants. Notice of such works will be provided in accordance with the access clauses 4.1 to 4.4 above;
- 4.10. Contractors are monitored to ensure that all redundant materials and debris are removed from site on completion of works within a reasonable time and that their personnel behave in a professional and courteous manner at all times.

Cleaning and Maintenance of Communal Areas

Managers will ensure that:

- 4.11. Appropriate details of the times for cleaning and maintaining communal areas are provided to tenants in writing, or displayed on appropriate notice boards within the residential development.

Furniture and Storage Space

Managers will ensure that:

- 4.12. All tenants are provided with appropriate facilities within their rooms (or in self-contained adjoining areas) including a bed, storage space for clothes and personal effects, curtains, blinds or other methods to provide adequate privacy and an area equipped for study purposes;
- 4.13. All furnishings and furniture provided as part of the tenancy are clean and in reasonable condition at the commencement of the tenancy and comply with the relevant fire safety legislative requirements relating to furniture and furnishings – Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

Kitchen Facilities

Managers will ensure that:

- 4.14. All tenants are provided with appropriate kitchen or pantry facilities which have been designed and installed having due regard for safety, industry practice and any Local Authority guidelines;
- 4.15. Food storage and preparation facilities comply (or a programme of work is planned to achieve compliance) with any levels of provision that have been laid down by the Local Authority for residential developments of this type.

Toilet and Personal Washing Facilities

Managers will ensure that:

- 4.16. All tenants are provided with appropriate WC, bath and/or shower facilities to comply (or a programme of work is planned to achieve compliance) with the levels of provision laid down by the Local Authority for residential developments of this type;

- 4.17. All en-suite facilities situated in tenants' rooms are properly compartmentalised, with adequate provision of natural or mechanical ventilation.

Laundry Facilities

Managers will ensure that:

- 4.18. All tenants are provided with appropriate facilities for the washing and drying of clothes either within their accommodation, a shared laundrette with an appropriate ratio of machines to students to prevent excessive waiting times or other suitable arrangements (such as a collection and delivery system for the cleaning of clothes);
- 4.19. Where a laundrette is provided as an amenity within a residential development the educational establishment incorporates any requests for repair within their system defined in section 4.5 to 4.10 above;
- 4.20. The contact details of the organisation providing the services will be made available to tenants to enable them to report any "out of hours" problems directly.

Mail deliveries

Managers will ensure that:

- 4.21. Tenants are informed of the procedures for the distribution of incoming mail and where it will be delivered to, or can be collected from;
- 4.22. Where mail is not delivered through a letterbox into the room or flat, it is delivered in a defined, secure and convenient manner;
- 4.23. The satisfaction of tenants with the mail handling system is formally monitored and any feedback (positive and negative) recorded and actioned appropriately;
- 4.24. Tenants are informed of any mail forwarding arrangements not less than 14 days before the end of any tenancy.

SECTION 5. TENANT SATISFACTION

The educational establishment will ensure that:

5.0. A satisfaction survey of the tenant population is carried out at least annually covering both qualitative and quantitative elements including as a minimum the following:

- Staff responsiveness;
- Reporting and rectification of repairs;
- Mail Handling arrangements;
- Level of amenities provided (Catering services, Internet access, communal areas);
- Adequacy of facilities provided (kitchens en suite, laundry etc);
- Student care;
- Security;
- The environment and sustainability;
- Overall level of satisfaction.

5.1. The results of these surveys are analysed, published, effectively communicated to students and used to focus further improvement activities.

SECTION 6. HEALTH AND SAFETY

Housing Health and Safety Rating System

Managers will ensure that:

6.0. In consultation with the Local Authority, buildings are maintained in compliance with the requirements of Part I of the Housing Act 2004 (see appendix VI dealing with the Housing Health and Safety Rating System).

Gas Appliances and Supply

Managers will ensure that:

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

6.2. All gas appliances are serviced annually by a Gas Safe Registered engineer and verification of this servicing is displayed in the relevant communal areas;

- 6.3. Clear written instructions for the safe use of all gas fired central heating and hot water systems are provided to tenants.

Electrical Installations and Appliances

Managers will ensure that:

- 6.4. All repairs and improvements to electrical installations comply with the current edition of the Institute of Electrical Engineers Wiring Regulations and meet with BS 7671;
- 6.5. The establishment possesses a current Periodic Inspection Report (based on Appendix 6 of BS 7671) showing that all electrical installations are in satisfactory condition and have been inspected within the last 5 years;
- 6.6. Reasonable steps are taken to ensure that all electrical appliances, provided by the establishment, are functioning effectively, in accordance with manufacturers' operational instructions, and in a safe manner;
- 6.7. Instructions for the safe use of all electrical appliances are provided to the tenants.

Fire Safety

Managers will ensure that:

- 6.8. All residential developments are provided with properly maintained fire safety installations, and, unless a specific requirement not to evacuate the building in the event of a fire is the preferred option, instructions for the safe evacuation of the building are provided to tenants. Periodic fire drills should also be carried out, and recorded, to test the effectiveness of the evacuation procedures;
- 6.9. The design of appropriate fire safety measures are determined in compliance with a fire safety risk assessment and the relevant requirements under the Regulatory Reform (Fire Safety) Reform Order 2006 and in consideration of the local authority's HMO standards;
- 6.10. Fire alarm and fire detection systems are maintained in proper working order and these systems are tested in accordance with the British Standard BS 5839-5 1988;

- 6.11. Records of this testing are available to certify that the fire alarm and emergency lighting systems have been checked in accordance with legislative requirements and are in proper working condition;
- 6.12. Tenants are provided with clear written guidelines on the fire safety procedures, including details of the safety measures installed, why they are there, how they operate and what to do in the event of a fire. Notices containing this information are displayed in all rooms and communal areas;
- 6.13. All exit routes, such as hallways, landings and staircases and emergency exits are maintained safe and unobstructed to enable evacuation of the dwelling in the event of fire.

Security Measures

Managers will ensure that:

- 6.14. All buildings have a security plan detailing an appropriate level of management to maintain security standards and this plan can, on request, be shown to tenants;
- 6.15. The security plan stipulates what security information will be supplied to tenants and particularly any additional information which is to be provided to tenants of ground floor rooms;
- 6.16. Buildings and individual flats or rooms have an appropriate level of security to prevent unauthorised access including:
 - Securely constructed external doors and windows;
 - Secure locking systems;
 - Methods to determine the identity of a caller if access to a flat or room is via communal areas.

The Environment

Managers will ensure that:

- 6.17. All residential developments are provided with adequate refuse disposal facilities suitable for the number of occupants;
- 6.18. Where waste facilities are used by more than 10 tenants a waste disposal plan is prepared for the building which can be consulted by tenants, on request;

- 6.19. Tenants are informed, not later than 24 hours after moving into the building, of the arrangements for waste collection;
- 6.20. Where the local authority operates a recycling scheme, the waste disposal plan conforms to the relevant standards for recycling;
- 6.21. All rented accommodation should comply with the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 which lays down particular requirements in respect of the production of Energy Performance certificates when buildings are rented out and the display of certificates in larger public buildings.
- 6.22. The perimeter of all residential developments and any surrounding grounds are maintained in good order and are free of waste and litter as far as is reasonably practicable;
- 6.23. Where a landscaped area exists this is properly maintained, not allowed to become overgrown and the path to and from all external doors is kept in good repair and free from obstruction.

Communal Lighting

Managers will ensure that:

- 6.24. All internal and external communal areas are provided with adequate safe lighting which is maintained to ensure continued effective operation;
- 6.25. Where light switches are fitted with automatic timers they allow sufficient time for tenants to reach their rooms, or to exit the building, before switching off.

SECTION 7. AT THE END OF THE TENANCY

Deposits

Managers will ensure that:

- 7.0. Where an establishment has established an assured shorthold tenancy, they must ensure the deposit is held in accordance with the tenancy deposit scheme legislation set out in the Housing Act 2004 and regulations made under that act;

- 7.1. Where the tenancy is not an assured shorthold tenancy, deposits are returned to former tenants within a defined and published period of the end of the tenancy and within a maximum of 28 days;
- 7.2. Where monies from deposits have been retained to offset costs incurred, any remaining balance, together with a written statement of account (providing details of all deductions that have been made), is returned to former tenants within 8 weeks, unless the situation has entered the disputes process.

References

Managers will ensure that:

- 7.3. Following a written request from a former tenant, a reference is provided within 3 weeks of the request being made;
- 7.4. Letters of reference are based on the performance of the named individual during the period of the tenancy only.

SECTION 8. DISPUTES

Where disputes arise with tenants, managers will ensure that:

- 8.0. They accept contact from tenants (or their authorised representatives) by any appropriate method including telephone calls, e-mail or face-to-face discussions;
- 8.1. They respond reasonably and promptly to all such contact in accordance with the establishment's published procedures, (or where these do not exist within a maximum of 3 weeks);
- 8.2. The response they make confirms the actions they propose to take and the overall timetable they aim to achieve;
- 8.3. Any settlements, or agreements, reached are recorded and honoured within a defined period of the settlement being agreed;
- 8.4. The closure of disputes is recorded to provide a clear audit trail of the actions taken to resolve the dispute;
- 8.5. They maintain courteous, professional relations with tenants at all times during any dispute.

SECTION 9. COMPLAINTS REGARDING A BREACH OF THE CODE

Managers will ensure that:

- 9.0. Within 4 weeks of the receipt of any written complaint from a tenant (or their representative) they rectify any breach of this Code of Standards, or develop, and put in place, an action plan to address any wider issues that may have been raised;
- 9.1. Where any allegations are contested, enter into correspondence with the tenants or their representative;
- 9.2. Where such a breach is contested, or where rectification is not made in accordance with 9.0 above, they recognise the authority of a Tribunal which will determine whether or not a breach of the Code has occurred and make recommendations accordingly;
- 9.3. In the event that such recommendations are not followed by the establishment then they will be deemed to be in breach of the Code and this fact will be made public to prospective tenants. The Tribunal will have the authority to exclude any establishment from the Code.

Full details of the complaints procedure are included as appendix V to this Code.

Data Protection

All information concerning educational establishments managing residential developments displayed on the website in relation to complaints received under this Code will comply with the principles of good practice for the handling of personal data. It will be fairly and lawfully processed, contain only adequate and relevant information about the complaint, accurately reflect the details of the complaint, remain on the website for no longer than three years, be processed in accordance with the data subject's rights, and will be held securely.