

THE CODE OF STANDARDS FOR LARGER DEVELOPMENTS

SECTION 1: EQUAL OPPORTUNITIES

Managers will ensure that

- 1.0 All procedures for the allocation of accommodation comply with any equality policies that apply and in accordance with the law;
- 1.1 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.
- 1.2 Staff will be trained or will have sufficient knowledge of equality and diversity practice to ensure that commitments to equality policies are fulfilled;
- 1.3 Tenants are made aware of the organisation's equality and diversity policies as part of the information provided to tenants and potential tenants in marketing and tenant information;
- 1.4 As part of its commitment to assist those with disabilities, it is agreed that charges for rooms adapted for use by students with disabilities should not exceed the normal room rate for that development.

SECTION 2: MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Managers will ensure that:

- 2.0 All property details are reported accurately without misrepresentation to prospective tenants. This will include details provided in brochures and websites. Where a development is being promoted in a University prospectus then the organisation will request the University to make clear if the operator of the scheme is not the University and will also request the University to state clearly the management organisation charged with both tenant and building responsibilities;
- 2.1 An appropriate mechanism is in place to update such publicity material in a timely manner, should details of specific properties change;
- 2.2 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;
- 2.3 Where a booking fee is charged that fee is a standard published fee for all tenants and information will be provided on: the cost of the fee, the nature of the reservation being made, arrangements for cancelling the booking and returning the fee, the point at which the fee would not be returned if a tenancy was not entered into, the manner in which the booking fee will be returned to the tenant when a tenancy is entered into. In all cases, proof of

payment will be given (or be able to be downloaded) to a tenant for the booking fee and the terms and conditions of levying and returning, or not returning, that fee will be stated on that receipt. Where the booking fee is paid on-line, then the terms and conditions relating to the payment should be made apparent at the time the payment is being completed.

- 2.4 No other monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement;
- 2.5 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 would be provided to these tenants should they request them in writing;
- 2.6 Any contracts used do not include terms that are in breach of the Unfair Terms in Contracts Regulations 1999;
- 2.7 Where a building is new, or undergoing refurbishment and the building programme is running late and where this may result in pre-let rooms not being ready for occupancy, the manager informs the future tenant at the earliest possibility of this likelihood and its consequences for them.
- 2.8 In the event that a room is not ready for occupation on the date that the tenancy begins then a suitable alternative room is provided, by the same supplier, in an adjacent building or, in any event, in a building within half a mile of the original development. The replacement facility must provide an equivalent level of services and amenities previously contracted for. If an alternative bed is not available on the terms above then a hotel room will be secured and any amount paid for rent during the period of temporary occupancy will be refunded to the tenant by the supplier with whom the customer signed the tenancy. If no self-catering facilities are provided in any accommodation offered then breakfast and one other meal will be provided, or arrangements for receiving these meals will be provided.

Rent Liability

Managers will ensure that:

- 2.9 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 contract;
- 2.10 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

Managers will ensure that:

- 2.11 The provider's membership of this Code is clearly communicated to all tenants by the display of a standard notice, (including the Code logo) within the building, or a central reception area;
- 2.12 The Code logo should appear on the provider's web-site(s), in accordance with the Provision of Services Regulations 2009 (<http://www.bis.gov.uk/files/file53100.pdf>), clearly relating to the buildings that are within the Code;
- 2.13 The name and contact details of all staff involved in the management of the development will be provided to tenants at the commencement of their tenancy, including the times that they will be available and specifying their duties.

State of Repair

Managers will ensure that:

- 2.14 Tenants are made aware of how to report any concerns about the condition of their rooms at the beginning of the tenancy;
- 2.15 Where a standard furniture kit is available in all rooms in a development, a list of fixtures and fittings can be provided which would allow for deposit deductions in respect of items that are found to be missing from the room at the end of the tenancy period.

SECTION 3: DURING THE TENANCY

Ensuring Possession

Managers will ensure that:

- 3.0 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:

- 3.1 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;
- 3.2 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;

- 3.3 Where a regular cleaning service is provided this notice is inapplicable so long as cleaning staff access the tenant's premises in line with information given at the commencement of the tenancy regarding the provision of cleaning services;
- 3.4 Where a building is under defects procedures being undertaken by the builder and work needs to be carried out on a regular basis tenants are informed of this and the timescale for the programme of works, in advance of those works.
- 3.5 Where practical, contractors and their subcontractors will be escorted by a representative of the owner to ensure that access is properly ordered and that work being undertaken is not unduly disruptive of occupants. Contractors should not enter against tenants wishes unless required to do so by the owner because of an emergency;

Fines

Managers will ensure that:

- 3.6 Tenants are not subject to an internal fining system within their tenancy arrangements. Costs of any damage caused by tenants will be deducted from any deposit held or by other means sanctioned by law.

Repairs and Maintenance

Managers will ensure that:

- 3.7 The development is maintained in a way that complies with all statutory and local authority regulations relating to HMOs and/or purpose built developments;
- 3.8 Tenants are provided with information about how to report any repair/maintenance issues and to whom these should be addressed;
- 3.9 Any repair works that are required meet with the following performance standards
Priority One – Emergency Repairs – are completed 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 working 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;
- 3.10 Non-completion of reported repairs within the target timescales is recorded and appropriate action is taken.
- 3.11 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. At least 24 hours notice of these works to be given;

- 3.12 Where a dispute arises between the manager and tenant/s as to when a repair has been reported then the date on which the repair was reported to the manager in writing will be the accepted date;
- 3.13 Contractors are managed 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:

- 3.14 Full details of the times for cleaning and maintaining communal areas will be provided to tenants in writing or displayed on appropriate notice boards within the development.

Furniture and Storage Space

Managers will ensure that:

- 3.15 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair, and curtains/window blinds which are hung properly;
- 3.16 All furnishings and furniture 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

Kitchen Facilities

Managers will ensure that:

- 3.17 All kitchen facilities are designed and installed having regard to safety;
- 3.18 Suitable and adequate food storage and preparation facilities are provided, having regard to any guidance applicable to developments of this type laid down by the Local Authority;
- 3.19 Kitchens contain an adequate number of appropriately positioned plug sockets;
- 3.20 Kitchens are sited on the same level as the sleeping accommodation or have an adjacent dining or communal space where eating at a table can take place.

Toilet and Personal Washing Facilities

Managers will ensure that:

- 3.21 Suitable and adequate WC, bath and/or shower facilities are provided, having regard to any guidance applicable to developments of this type laid down by the Local Authority;
- 3.22 All WCs situated in tenants' rooms are properly compartmentalised, with adequate provision of natural or mechanical ventilation;
- 3.23 When a room is described as *en suite* this means that it has a bath/shower, wash basin and toilet which form a self contained amenity for the exclusive use of the tenant occupying that room and that this amenity is accessible without recourse to any corridor or passageway used by other occupants.

Laundry Facilities

Managers will ensure that:

- 3.24 Facilities are provided for the washing and drying of clothes. Where a launderette is provided the ratio of Washer/driers to tenants should be no greater than 1:75 and consideration should be given to the possibility of machine malfunction.
- 3.25 Where a launderette is provided within a development and that facility is provided as an amenity in the particulars of the letting at the point of establishing a tenancy, details of the organisation responsible for the management and ownership of the launderette are displayed and information on how to report repairs supplied to the tenants. If the facility is not accessible 24 hours a day then tenants will be informed about opening times.

Mail deliveries

Managers will ensure that:

- 3.26 Tenants are informed of procedures for the distribution of incoming mail and where it can be collected from. Tenants must be able to access their mailbox from a secure area, preferably accessible from within the building.
- 3.27 Where mail is not delivered through a letterbox into the room or flat of occupancy, then mail is delivered in conveniently located, lockable, secure, mailboxes;
- 3.28 Where the manager of the building is responsible for the distribution of mail, this is delivered on all normal Monday to Friday working days, not more than 24 hours from the time of the mail being delivered at the building. Mail received over public holidays and weekends shall be delivered not later than 24 hours after a normal working day occurs. The manager is not required to take delivery of parcels and larger items of mail, but in these circumstances notification that such items can be collected from a central depository must be given within the timescale above. Where a manager accepts parcels then notification of these items must be given to tenants within the timescale above;
- 3.29 Tenants are informed of any mail forwarding arrangements not less than 14 days before the end of any tenancy. It is not necessary for managers to agree to forward mail but this must be made clear to tenants, in advance. Where no

forwarding service is offered, undelivered mail must be returned to the sender with the notification "gone away" on each item.

- 3.30 Wherever possible, provision should be made to allow for the temporary storage of a reasonable number of reasonably sized parcels for collection by tenants.

Where no liability for parcels received is accepted by the organisation this should be made clear to tenants at the time of taking up their tenancies.

Where no storage facilities are available and parcels cannot be accepted then arrangements must be made for the deliverer to have access to the site to leave information about the parcel's non delivery so that tenants can either arrange a collection themselves or arrange a delivery when they can collect the item/s.

SECTION 4: HEALTH AND SAFETY

Housing Health and Safety Rating System

Managers will ensure that:

- 4.0 In consultation with the Local Authority, and in having regard to any guidance that they may provide applicable to buildings of this type, buildings are maintained and managed so to ensure that the risks of potential health and safety hazards, based on the Housing Health and Safety Rating System (HHSRS) are reduced to as low a level as is reasonably practical and cost effective, and no HHSRS Category 1 hazards remain;

Gas Appliances and Supply

Managers will ensure that:

- 4.1 All means of use and supply of mains gas and alterations and repairs to gas installations must comply with the current Gas Safety (Installation and Use) Regulations;
- 4.2 All gas appliances are serviced annually by a Gas Safe Registered engineer and verification of this servicing is provided to each tenant where one or more of the gas appliances are located in the flat;
- 4.3 Where gas appliances are located in a separate building from the development, verification of the annual gas safety check should be posted in a central location within the development that is accessible to tenants;
- 4.4 Clear written instructions for the safe use of all central heating and hot water systems are provided to the tenants.

Electrical Installations and Appliances

Managers will ensure that:

- 4.5 They possess a current Periodic Inspection Report (based on Appendix 6 of BS 7671) showing that all electrical installations are in satisfactory condition. The inspection must be carried out by a competent electrical engineer (preferably National Inspection Council for Electrical Installation Contracting or Electrical Contractors Association) to show that the installation is safe and satisfactory and had been tested within the last 5 years;
- 4.6 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;
- 4.7 Reasonable steps are taken to ensure that all electrical appliances provided by them are functioning effectively, in accordance with manufacturers' operational instructions and in a safe manner.
- 4.8 Instructions for the safe use of all electrical appliances are provided to the tenants and isolator switches properly labelled;
- 4.9 When a room is described as having central heating, this comprises of a heater that can be controlled within the room or flat, and adjustable by a timer that allows control over a minimum 24 hour period. An electric panel heater with an on/off or booster switch that allows a preset period of use may be regarded as electric heating.

Energy Efficiency

Managers will ensure that:

- 4.10 All Developments built before 2002 are provided with a reasonable level of energy efficiency installations;
- 4.11 Tenants are given advice on how best to heat the accommodation and use hot water in an energy efficient way when using the facilities provided.

Fire Safety

Managers will ensure that:

- 4.12 All developments are provided with properly maintained fire safety installations, and instructions on their use, necessary to enable the tenants to safely evacuate the building in event of a fire where this is required. These will be provided with fire safety measures in accordance with current legislation and may include by way of example:
 - a fire escape route with a minimum of 30 minutes fire resistance
 - an automatic fire alarm system
 - an emergency lighting system sited to protect the route of escape

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) Order 2005 and in consideration of the local authority's HMO standards;

- 4.13 Fire alarm and detection systems are maintained in proper working order, systems are tested regularly, and an annual inspection and test of the entire system is carried out by a suitably qualified engineer;
- 4.14 A log book or certificate is kept containing information on when the testing and inspection of the fire alarm system was carried out and by whom;
- 4.15 Documentation is available to certify that the fire alarm and emergency lighting systems have received annual checks and are in proper working condition;
- 4.16 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;
- 4.17 Notices containing this information is displayed in all rooms and communal areas;
- 4.18 All exit routes within the building, such as hallways, landings and staircases, so far as they are under the control of the landlord and as far as reasonably practical, are maintained safe and unobstructed to enable evacuation of the dwelling in the event of fire.

Security Measures

Managers will ensure that:

- 4.19 External doors to the building are of strong, solid, safe construction and fitted with a secure locking system capable of being opened from the inside without use of a key (if an electronic system is installed then it will be programmed to open in event of a power failure). Door frames should be of a strong construction and well secured;
- 4.20 Any intercom entry systems should not allow access to the building without the tenant being able to establish the identity of the caller;
- 4.21 Ground floor and upper storey windows accessible from ground level are of sound construction and fitted with a lockable system capable of being opened from the inside without the use of a key and (except where legislation forbids this) all windows above ground floor level should be fitted with stops to prevent over-opening. Occupants of ground floor rooms should be provided with specific security information;
- 4.22 The building has a security plan detailing an appropriate level of management to maintain security standards and this plan can, on request, be shown to tenants. The plan should also stipulate what security information will be supplied to tenants.

The Environment

Managers will ensure that:

- 4.23 All developments are provided with adequate refuse disposal facilities for the number of occupants;
- 4.24 Where waste facilities are used by more than 10 tenants then a waste disposal plan exists for the building which can be consulted by tenants, on request. Tenants must be informed, not later than 24 hours of moving into the building, of waste collection arrangements. Where the local authority operates a recycling scheme, the waste disposal plan will conform to the relevant standards for recycling refuse.
- 4.25 The perimeter of all developments and any surrounding grounds are maintained in good order and are free of waste and litter as far as is reasonably practicable;
- 4.26 Where a garden area exists this is properly maintained and not be allowed to become overgrown. The path to and from all external doors will be kept in good repair and free from obstruction;
- 4.27 Where a garden or gardens exist these are retained as soft planted areas (this includes low maintenance gravelling with planting), although paths may be added. Plants and shrubs will be properly maintained and not be allowed to obstruct the pavements or other public areas surrounding the property;
- 4.28 Hedges and bushes are kept trimmed low wherever practical to avoid providing screening for criminal activities;
- 4.29 Neighbouring residents have access to and be eligible to use the complaints procedure (9.00 and 9.01). A neighbour is defined as a resident within the same or adjacent street within 200 metres of the property.

Communal Lighting

Managers will ensure that:

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

SECTION 5: AT THE END OF THE TENANCY

Deposits

Managers will ensure that:

- 5.0 Where a landlord/agent has established an Assured Shorthold Tenancy, they must ensure that any deposit is held in accordance with the tenancy deposit

scheme legislation, set out in the Housing Act 2004, and in accordance with regulations made both under the Act and by the relevant scheme operator;

- 5.1 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;
- 5.2 All deposits (or balances on deposits) will be returned to former tenants within 28 days of the end of the tenancy or, if the deposit is protected by the Tenancy Deposit Protection Scheme, then in accordance with those requirements. In the event that a deposit is not to be returned within 28 days then the tenant will be sent reasons for that delay, in writing, together with a statement of account providing reasonable details of any and all deductions to the former tenant/s.

References

Managers will ensure that:

- 5.3 Following a written request from a former tenant, a reference is provided within 3 weeks of that request being made;
- 5.4 Letters of reference are based on the performance of the named individual during the period of the tenancy only, or in the case of a joint tenancy those within the tenancy.

SECTION 6: DISPUTES

Where disputes arise with tenants, managers will ensure that:

- 6.0 They accept contact from tenants (or their authorised representatives) by any appropriate method including telephone calls, e-mail or face-to-face discussions;
- 6.1 They respond reasonably and promptly to tenants or their representatives. Where a parent of a tenant is making a complaint then the tenant will confirm in writing that this constitutes their representative;
- 6.2 They make written response to any correspondence from tenants or their representatives within three weeks of its receipt;
- 6.3 The response they make confirms the actions they propose to take and the overall timetable they aim to achieve;
- 6.4 Any settlements or agreements reached are honoured within three weeks of the settlement being agreed;
- 6.5 The closure of disputes is recorded to provide a clear audit trail of the actions taken to resolve the dispute;
- 6.6 They maintain courteous professional relations with tenants during any dispute.

SECTION 7: COMPLAINTS

Managers will ensure that:

- 7.0 Within four weeks of receipt of any written complaint from a tenant (or their representative) they rectify any breach of this Code of Standards or, where any allegations are contested, enter into correspondence with the tenants or their representative; (Appendix 2 describes the complaint resolution procedure)
- 7.1 Where such a breach is contested, or where rectification is not made in accordance with 7.00 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. In the event that such recommendations are not followed by the manager 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 owner from the Code.

Data Protection

All information concerning owners/managers of 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.

The ANUK/Unipol National Code of Standards for Larger Developments is administered by Unipol Student Homes on behalf of the Code Consortium and the Committee of Management. Telephone 0113 243 0169 and ask for The National Code Administrator for further information or general enquiries. For financial enquiries please select option 3 on 0113 243 0169 for the finance section.

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