

Code of Stand

CODE OF STANDARDS

for Private Renting in Dundee



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Introduction

Dundee Landlord Accreditation has adopted this Code of Standards largely based on the National Core Standards produced in consultation with landlords and consumer groups by Communities Scotland and the Scottish Executive. The aim of these standards is to assist landlords and letting agents by providing guidelines for good practice and to promote awareness of landlord and tenants' obligations.

The standards reflect a combination of current legislation, good practice and common sense. They are reasonable, realistic and are not designed to be onerous or difficult. Landlords who already carry out good management practices will find themselves well on the way to achieving the standards set out in this framework.

The standards are organised around 9 categories:

1. Communication with the Tenant.
2. Equality Issues, Complaints and Disputes.
3. Management of the Tenancy.
4. Minimum Property Condition.
5. Repairing Standard.
6. Repairs and Maintenance.
7. Facilities and Fittings.
8. Energy Efficiency, Insulation and Heating
9. Health, Safety and Home Security Features.

For a landlord or letting agent to be accepted onto the accreditation scheme all the standards must be adhered to.

The use of the word 'landlord' throughout this document refers to private landlords and letting agents.

1. **COMMUNICATION WITH THE TENANT**

- 1.1. The landlord should communicate clearly, promptly and informatively with the tenant on any matter that affects the property, its management and the tenant's safe and peaceful occupation of the accommodation.

2. **EQUALITY ISSUES, COMPLAINTS AND DISPUTES**

Equality Issues

- 2.1. In letting and managing accommodation, a landlord must ensure that no person or group of persons is treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, sex, disability or sexual orientation.
- 2.2. From the 4th December 2006, a landlord must not unreasonably withhold consent to tenants to adapt rented accommodation to meet the needs of disabled occupants.
- 2.3. The landlord should not discriminate against a tenant or prospective tenant because of their entitlement to Housing or other Benefits and should not advertise vacant properties in a manner that could be described as discriminatory.

Complaints

- 2.4. At the outset of the tenancy, the landlord should advise the tenant in writing of the way or ways that any complaints should be registered.
- 2.5. A record should be kept by the landlord of complaints made by the tenant or a third party and the outcome of the complaint should be recorded.

Disputes

- 2.6. The landlord should seek to resolve any dispute linked to the tenancy or property, involving their tenant, including a dispute with neighbours, promptly and lawfully.

3. **MANAGEMENT OF THE TENANCY**

'Fit and Proper' to Let

- 3.1. The landlord should be registered, along with their rental properties, with the local authorities Private Landlord Registration Scheme. The landlord must include their landlord registration number on all adverts for properties to let (reusable 'To Let' boards are exempt).
- 3.2. The landlord or letting agent should not have a conviction that is relevant to carrying out residential letting.
- 3.3. A landlord letting a property to three or more unrelated individuals should provide evidence of their HMO (House in Multiple Occupation) license.

Pre-letting Procedures

- 3.4. Permission for the property to be used for letting should be obtained from the mortgage lender, where appropriate.
- 3.5. The landlord should have adequate buildings and third party insurance, where appropriate.
- 3.6. Landlords should not let accommodation where it will result in the property becoming overcrowded and must take reasonable steps to assess this before the tenancy commences.

- 3.7. Prospective tenants should be given clear and accurate details of:
- The accommodation-to-let particulars,
 - The rights and responsibilities of the tenant and landlord,
 - The rent, service charges, utility and Council Tax liabilities of both parties and any other charge the tenant is responsible for.
- 3.8. No payment must be taken from a prospective tenant to have their name placed on an accommodation list.
- 3.9. The first rent payment and any deposit should only be taken at the point the Tenancy Agreement is signed.
- 3.10. Any administration charges to a new tenant must reflect only actual costs incurred. No charge must be made for drawing up or copying the Tenancy Agreement.

The Tenancy Agreement

- 3.11. Where the let is on an Assured or Short Assured Tenancy basis, the tenant must be given a written document (the Tenancy Agreement) setting out the terms of the let.
- 3.12. An AT5 form must be issued prior to the tenancy agreement confirming the creation of a short assured tenancy.
- 3.13. The name and current address of the landlord and/or agent must be stated in the Tenancy Agreement.
- 3.14. The Tenancy Agreement should set out, in clear, fair and lawful terms, the rights and responsibilities of both landlord and tenant and in particular should include:
- The term of rent and rent payment,
 - A statement of the repair and maintenance duties of both parties,
 - A statement of the standard of cleaning and of the condition in which the property should be kept, wear and tear excepted, by the tenant, throughout the tenancy, and
 - A statement that the tenant must not engage in any anti-social behaviour and that any such behaviour will constitute a breach of the agreement.
- 3.15. The Tenancy Agreement must be properly executed by the signatures of the landlord (or agent), the tenant(s) and one witness, who must include their address.

Rents and Other Charges

- 3.16. The Tenancy Agreement should set out:
- The rent due,
 - The period of payment,
 - The method of payment, and
 - Any review period for changing the rent.

And the responsibility of the tenant for:

- Any service charges,
 - Council Tax,
 - Utility costs and any other charges.
- 3.17. Where rent is paid weekly, a rent book must be issued and receipted for each weekly payment paid.

Possession

- 3.18. A landlord must use the correct legal procedures for seeking possession of the accommodation.

Action on Anti-Social Behaviour

- 3.19. It is a legal requirement of the landlord to take lawful forms of action to resolve any issues regarding anti-social behaviour of occupants and visitors to the property in question.

Deposit

- 3.20. The landlord should not discriminate against a prospective tenant who intends to obtain a deposit, rent or rent guarantee, from a recognised scheme designed to help low income tenants gain access to private rented accommodation.
- 3.21. Where a deposit is required, it must be no more than the equivalent of 2 months rent and the tenant should receive a written statement of what the deposit (or guarantee) covers and a statement of what will require to be done, or in place, for the full deposit to be returned at the end of the tenancy.
- 3.22. The tenant should be provided with a receipt for a deposit.
- 3.23. The landlord will pay the deposit into a tenancy deposit scheme within the timescales laid out in the **Tenancy Deposit Schemes (Scotland) Regulations 2011**. The tenant will be given notification of the scheme their money has been lodged with.
- 3.24. The deposit or part of the deposit, if any, will be refunded to the Tenant within the timescales as laid out in the **Tenancy Deposit Schemes (Scotland) Regulations 2011**.

Inventory

- 3.25. At the start of the tenancy, the tenant should be provided with an inventory. The tenant should be given up to 7 days to check and agree the inventory.
- 3.26. A revised inventory should be given to the tenant when there is an agreed change to the contents of the original inventory.
- 3.27. At the end of the tenancy, the landlord should check the inventory. The tenant should be invited to attend the inventory check and, if they wish to, a mutually suitable time should be arranged.

4. MINIMUM PROPERTY CONDITION

- 4.1. The tenant's accommodation, or the house within which it is located, must meet the Tolerable Standard.
It must meet each of the following criteria:
- Be structurally stable.
 - Be substantially free from rising or penetrating damp.
 - Have satisfactory provision for natural and artificial lighting, for ventilation and for heating.
 - Have an adequate piped supply of wholesome water available within the house.
 - Have a sink provided with a satisfactory supply of both hot and cold water within the house.
 - Have a water closet available for the exclusive use of the occupants of the house and suitably located within the house.
 - Have a fixed bath or shower and a wash-hand basin, each provided with a satisfactory supply of both hot and cold water, suitably located within the house.
 - Have an effective system for the drainage and disposal of foul and surface water.

- Have satisfactory facilities for the cooking of food within the house.
- Have satisfactory access to all external doors and outbuildings.

4.2. The minimum size of properties to be let will be decided on their individual merits.

5. **REPAIRING STANDARD**

5.1. A landlord has a duty to repair and maintain the property at the start of the tenancy, and at all times during the tenancy, including a duty to make good any damage caused by carrying out this work.

5.2. Upon notification or awareness of a defect the landlord must complete the work within a reasonable time.

5.3. A private rented property must meet the Repairing Standard as follows:

- the house is wind and water tight and in all other respects reasonably for for human habitation:
- the structure and exterior of the property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order;
- the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order;
- Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order;
- Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designated; and
- The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

5.4. The landlord must inspect the property before the tenancy starts for the purpose of identifying any work necessary to comply with the Repairing Standard and notify the tenant of any such work.

5.5. The landlord must, on or before the start of a tenancy, provide the tenant with written information about the effect of the Repairing Standard in relation to the tenancy. This duty to provide information will be met by the provision of the Tenants Information Pack from 1st May 2013 onwards.

6. **REPAIRS AND MAINTENANCE**

6.1. Access to the property by the landlord or letting agent (or anyone acting on their behalf) for a repair inspection or for carrying out a repair should be the subject of mutual agreement between the landlord and tenant.

The tenant must give the landlord or letting agent reasonable access to the property, but failing mutual agreement, the landlord must give 24 hours advance notice in writing of their intention to enter the property – except where an emergency repair is required.

6.2. The landlord or letting agent should provide the tenant with a contact name and phone number for emergency and non-urgent repair requests to be made. If appropriate, emergency numbers for tradesmen should be made available to the tenant.

The tenant should be informed what types of repairs constitute emergencies and that such repairs will be carried out within 24 hours of being reported.

6.3. Where the landlord carries out major repairs or improvements to the property during the tenancy that restricts the occupancy of a room(s), or the use of facilities for a period of time, an appropriate rent reduction should be applied for the period of disruption.

7. **FACILITIES AND FITTINGS**

- 7.1. Sinks, baths, showers, wash hand basins (with hot and cold water) and water closets must:
- Meet the requirements of the Tolerable Standard.
 - Be in a good working condition.
 - Be sufficient for the number of occupants required to use them within the house.
- 7.2. Where cookers are part of the let, they should be in good working order and sufficient for the number of occupants required to use them.
- 7.3. The landlord or letting agent should ensure there is adequate storage space within the property for the storage of refuse.

8. **ENERGY EFFICIENCY, INSULATION AND HEATING**

- 8.1. The landlord must provide the tenant with an Energy Performance Certificate (EPC) for the property and include the energy performance indicator for the building on all adverts.
- 8.2. The property should provide a basic level of thermal insulation and incorporate, where necessary and practical, such measures as draught insulation of doors and windows (or secondary or double glazing), lagging of immersion heaters and hot water pipes and insulation of roof spaces.
- 8.3. The accommodation should be provided with an energy efficient hot water supply.

9. **HEALTH, SAFETY AND HOME SECURITY**

Water

- 9.1. There should be no lead pipes within the property feeding the internal drinking supply.

Gas

- 9.2. The landlord must comply with current Gas Safety (Installation and Use) Regulations (which require Liquid Propane Gas installation) by:
- Arranging for annual gas safety checks to be carried out by a GAS SAFE registered contractor and a gas safety certificate obtained.
 - Ensuring all servicing, repairs and replacements to be carried by a GAS SAFE registered contractor.
 - Providing tenants with a copy of the servicing certificate.
 - Retaining records of safety checks for at least 2 years.
- 9.3. The landlord should provide the tenant with clear, written instructions of how to operate the central heating system safely and what action to take with a suspected gas leak or faulty gas appliance.
- 9.4. Where gas, including liquid propane gas, is supplied to the accommodation, the landlord should provide a suitably located, battery or mains-wired carbon monoxide alarm.
- 9.5. Before the start of the tenancy, the landlord should test that the carbon monoxide alarm is operating properly and the tenant is shown how to test the alarm for future checks.

Electricity

- 9.6. The landlord should ensure that all reasonable steps are taken to ensure that all electrical appliances supplied as part of the let are safe to use.
- 9.7. The landlord should arrange for a qualified electrician to carry out:
- An annual, portable electrical appliance safety test (PAT).
 - A regular 5 year check of electrical wiring circuits and mains board.

In each case, an electrical safety report should be obtained from an approved electrical contractor to ensure equipment or circuits conform to current relevant Electrical Regulations.

Furnishings and Furniture Safety

- 9.8. All furnishings and furniture supplied as part of the let must comply with relevant parts of the Furniture and Furnishings (Fire) (Safety) Regulations.

Fire Safety

- 9.9. The accommodation must have satisfactory provision of smoke alarms. All smoke alarms installed after 3 September 2007 must be mains wired (with a standby power supply).
- 9.10. The landlord should provide the tenant with published guidance on fire safety issues.

Home Security

- 9.11. The accommodation should have secure window locks and secure front and rear access doors (where appropriate) that do not prejudice means of escape in the case of fire.



Tel: 01382 307118

E-mail: dla@dundeecity.gov.uk

Designed by DCC, Public Relations FA/07/13