

Carlisle City Council

Landlord Accreditation Scheme

Membership Code of Standards

Revised 2009

**CARLISLE
CITY COUNCIL**



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Introduction

In 1998, Carlisle City Council launched a property accreditation scheme for landlords operating in its area, the scheme mainly focused on the standards associated with student accommodation within the City. As a Council we recognized the important role of the private rented sector in providing accommodation for a diverse range of households in the area and we sought to work with residential landlords and give them a stake in decisions that affect them when developing the new scheme.

10 years on from the introduction of the first scheme the Council has now reviewed the scheme with all major stakeholders consulted and all involved would hope that the accreditation scheme now forms part of a more strategic approach to local housing taking into account the housing needs of everyone in the community.

The overall aim of the new scheme is to encourage, acknowledge, raise awareness and actively promote good standards and management practice by landlords and to assist landlords and tenants to undertake their respective responsibilities to each other.

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.

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.

Carlisle City Councils responsibilities in administering the Landlord Accreditation Scheme

The Council will work in close partnership with landlords, the local bona fide landlord associations and other key private rented sector stakeholders.

The Council will administer and monitor the scheme including undertaking compliance audits. The Council will maintain a database record of accredited dwellings, landlords and be responsible for the issuing, administration, suspension and revocation of accredited status.

The Council will provide general help and advice and provide information on changes and likely pending changes in legislation by such means as landlord forums, newsletters, and through local landlord associations.

The Councils will assist landlords to achieve accreditation status and actively promote the accreditation scheme across its geographical area.

The Council will regularly consult with accreditation scheme stakeholders and act positively on feedback.

Carlisle City Councils requirements for landlords applying to join the Scheme

A Landlord should be committed to partnership working.

The landlord should provide the scheme operator with a full list of dwellings owned or managed by them which will be held in strictest confidence by the Council. This list will be used for the sole purpose of enabling audits to be undertaken. The landlord will provide access to dwellings for the Council or its agents to carry out audits.

The Landlord should ensure that all their dwellings meet the requirements of the scheme and where a minority of a landlord's dwellings are not fully compliant, apply to the scheme operator for a concession and agree on reasonable time scales to upgrade, any dwelling that does not fully meet the requirements of the scheme, and accordingly inform any existing or prospective tenants of this arrangement.

All landlords will be given the reasons in writing if their application is unsuccessful and be entitled to a right of appeal to an independent body, as specified by the scheme operator, for example, by making suitable arrangements with the Independent Housing Ombudsman Service and The Landlord Accreditation Scheme Panel, if their application is unsuccessful.

All landlords that are successful in their membership of the scheme, will be required to advise their tenants that they are an accredited landlord and display their accreditation certificate in the property.

Carlisle City Councils requirements for letting agents applying to join the Scheme

Local lettings and managing agents are able to apply for membership of the scheme, in order to become Accredited Managing Agents. The Council have recognised that Letting and Managing Agents can make significant contribution to the success of the scheme because of the large numbers of properties that they have under their control.

In order to become members managing agents will be required to satisfy the same requirements of the scheme as landlords. All references to landlords can be read as references to managing agents.

In addition the managing agent must be a member of a recognised professional scheme for managing or letting agents. This includes ARLA, AMRA, NALS, RICS, NAEA and any other scheme to a similar standard, recognised by the Council.

Applications received for membership by Managing agents should be completed by, the owner of the agency where it is not a registered company (or one owner where ownership is in more than one name), the most appropriate director where the agency is a registered company; or the most appropriate partner where the agency is owned by a partnership.

Where managing agents have a clause in their contractual agreement with their landlord clients stating that the landlord retain responsibility for some management and property maintenance/repair functions, there must be a contractual duty to comply with the requirements of the scheme.

Under this arrangement the Managing agent should conduct sufficient checks to ensure that a landlord is complying with those requirements of the scheme and for which the landlord has taken responsibility. The Managing agent must be able to terminate a contract where such a landlord does not comply with the requirements of the scheme. Where failure to comply with the scheme requirements occurs the Letting agents must cease to manage the property and inform the scheme operator within 14 working days.

If it is in the interests of tenants that a Managing Agent continues to manage the property of a noncompliant landlord until the end of the tenancy, then the Managing Agent may apply to the Council for an exemption certificate in respect of the landlord's portfolio. The Managing Agent should provide reasons why the issue of a certificate would be appropriate. When exemption certificates are issued the relevant tenants are given a copy.

All accredited Managing Agents should actively encourage landlords to join the scheme and clearly highlight to there potential tenant customers which properties owners are accredited. Managing Agents should aim to get at least 30% of there landlords on board the scheme in the first five years of there membership.

How the Council accredited landlords

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

On application the Council will carry out compliance checks on a suitable representative sample of the landlord's premises. It is recommended that these checks be undertaken on at least 25% of the landlord's premises.

The Council will also carry out annual compliance checks on a suitable representative sample of the landlord's premises on the accreditation scheme. It is recommended that these checks be undertaken on at least a quarter of all landlord's premises.

Following successful application, and satisfactory outcomes to the dwelling condition and management compliance checks by the Council, landlords will be awarded the status of accredited landlord and the property/ies accredited, as appropriately determined by the Council.

Public Register of Accredited Landlords

The names of accredited landlords, sufficient only for publicity and promotional purposes, are a matter of public record, and are readily available for public reference.

Landlords ticking the 'yes' box on the application form will, for the purpose of the promotion of their business, have their details displayed on the Council's website.

Important note: Licensed Houses in Multiple Occupation (HMO)

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.

Landlord Accreditation Scheme Requirements

On commencement of the tenancy, landlords will ensure that:

Contractual terms

Prospective tenants are provided with a copy of the tenancy agreement and/or contractual terms under which the property is offered. Such terms are to include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. Upon request, interested parties should be given sufficient notice in which to seek independent advice regarding the contractual terms; normally not less than 24 hours.

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. Any incidental costs likely to be incurred should be clearly stated in writing. Tenants are asked to provide two references (where possible).

The landlord should make tenants aware that the premises are accredited, the requirements of the accreditation scheme and the details of the scheme operator.

Council tax and utility charges (gas, electricity, telephone etc.)

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. Where any service charges are levied by the landlord, details of the services and charges, and the method of arriving at such charges, are properly specified and detailed in the letting contract.

Tenants are provided with pre-tenancy information on the landlord's standard operating procedures, (e.g. office opening hours where appropriate, and contact details).

Where transactions by bank transfer are made, an account will be provided to the tenant at least annually for all monies demanded whether for rent, deposit, utility or service charge. Where transactions are undertaken in cash or by cheque a written receipt will always be provided by the landlord.

Letting agreements

There is a proper written tenancy agreement, with both landlord and tenant holding a copy.

Prospective tenants will be 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.

The name and current business address of the landlord/agent must be stated on the agreement together with the address and telephone numbers of any managing agent or person/s acting on behalf of the landlord.

Letting agreements are written in clear plain English containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this scheme.

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

Tenancy Deposits

Since April 2007, landlords that take deposits have been required to use a government approved national tenancy deposit protection scheme. This legislation requires landlords to inform their tenants within 14 days of taking the deposit which scheme they have opted for and how to apply for the realisation of the deposit and what to do if there is a dispute. At the end of the tenancy the landlord should return the jointly agreed amount of deposit to the tenant within 10 days.

Landlords signing up to the scheme should ensure that deposits are administered efficiently and reasonably by the landlord or their nominee, and the return of the deposit will not be disputed or withheld unreasonably or for any purpose other than that for which they were levied. Details of the scheme providers can be provided by the Council on request.

Inventory

A detailed inventory must be carried out at check-in, if possible in the presence of the tenant (or tenant's representative). In the absence of the tenant, the tenant shall be provided with a copy of the inventory and asked to check, sign and return a copy as soon as possible to the landlord. The inventory will be initialled on all pages by both parties and signed and dated by them on the last page. The Council will provide advice on good practice in managing inventories if requested, including the use and validity of photographic material.

There must be a proper check-out inventory, if possible in the presence of the tenant (or tenant's representative). In the absence of the tenant, where possible, the tenant shall be provided with a copy of the inventory and asked to check, sign and return a copy as soon as possible to the landlord. Both parties will initial the inventory on all pages.

Anti-social behaviour

The letting agreement will include a clause requiring the tenant not to cause a nuisance or annoyance. This means that landlords will use reasonable endeavours, (appropriate to the circumstances), to help to achieve compliance, and will in any event work and cooperate with statutory or other agencies to assist in reducing anti-social behaviour and nuisance. The Council will provide advice to the landlord and tenant(s), where appropriate.

Pre-tenancy repairs

At the commencement of the tenancy or other date mutually agreed with the tenants, all obligations on the part of the landlord in regard to the repairs and dwelling maintenance and improvements have been fully discharged. New tenants are provided with details of the Dwelling Upgrading Plan where the dwelling is subject to one as part of the landlord working towards full accreditation. Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake upgrading should be confirmed in writing.

During the tenancy landlords will ensure that:

Houses in Multiple Occupation (HMO) licensing

Where applicable application has been made for an HMO licence for all of their licensable HMOs. These properties must meet or comply with licence conditions within agreed timescales to ensure compliance with the national minimum standards.

Ensuring possession

New tenancy agreements are not issued until the existing one has finished.

Access

Where access is required for routine inspection/s or viewings, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance, unless otherwise agreed, and with the exception of circumstances where issuance of such notice is impracticable. Tenants' privacy and entitlement to unnecessary intrusion is respected.

Conduct

Business is pursued by him/her in a professional, courteous and diligent manner at all times. They do not act in such a manner that brings the Landlord Accreditation Scheme into disrepute. All tenants are treated with respect and dignity, with consideration given to their diverse needs or vulnerability.

Repairs and maintenance

All dwellings are maintained in a satisfactory state of repair.

That under normal circumstances the following repairs completion performance standards should be achieved:

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 internal contents, should be resolved within 24 hours of report of defect. In circumstances where this is not practicable, landlords will make best temporary arrangements.

Urgent repairs: repairs of defects, which materially affect the comfort or convenience of the residents - within five working days of report of defect.

Non urgent day to day repairs: reactive repairs within 28 working days of report of the defect.

With the exception of emergency repairs, the date on which the repair was reported to the landlord in writing shall be the start date for the repairs completion timescale. Tenants are provided with a point of contact in case of emergency. Decorative finishes for which they have responsibility are made good within a reasonable timescale if damaged or disturbed during repairs.

Planned programmes of repair/improvement and cyclical repairs programmes

Maintenance and servicing tasks which can be carried out in a planned and cyclical manner and which are the responsibility of the landlord, are carried out with due regard to the convenience of tenants. With the exception of emergencies, tenants will be notified prior to attendance by contractors to undertake repairs.

Where contractors and trades persons are undertaking works in occupied premises, it is written into the contract that they remove all redundant components and debris from

site on completion of works in a reasonable time. Also that they behave in a professional and courteous manner at all times whilst at the premises.

Visual appearance

Within the landlord's responsibilities and reasonable endeavours the visual appearance of dwellings, outbuildings, gardens, yards and boundaries is maintained in a reasonable state so as not to detract from the visual amenity of the area.

Furniture and storage space

All furnishings and furniture provided by the landlord are in satisfactory condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings Fire Safety Regulations (1988, as amended).

Kitchen facilities

Each kitchen should contain facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen. Ideally in the average household there should be at least 2 metres of worktop for food preparation and there should be worktop fitted to both sides of the cooker/hob.

Toilet and personal washing facilities

An adequate number of suitably located water closets, baths and/or showers and washbasins are provided with constant hot and cold water supplies as appropriate, which are suitable for the number of occupants.

Overcrowding

Dwellings are not knowingly overcrowded.

Licensing

All premises must comply with any statutory licensing scheme in operation in the area.

Health and Safety, landlords will ensure that:

Freedom from hazards

Properties and boundaries are maintained, as reasonably practicable, and free of any avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System (HHSRS) All premises must comply with appropriate statutory requirements.

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. Documentation giving verification of annual gas safety checks by a GAS SAFE registered gas installer will be provided to tenants (or put on display in the dwelling), be made available to the Council and given to new tenants on moving in. Clear written instructions in the safe use of all central heating and hot water systems are available on request.

Liquefied gas, paraffin heaters and appliances

Portable bottled gas or paraffin heaters will not be provided as a heating source. Oil fired heating systems are serviced in accordance with the manufacturer's recommendations.

Electrical installations and appliances

All electrical installations (including wiring, switches and sockets) provided by the landlord must be certified as safe by a competent electrician (i.e. member of recognised body) in accordance with the current relevant legislation, on request of the Council.

It is recommended that a document of verification be obtained showing that the electrical wiring of the dwellings is in a safe and satisfactory condition and stipulating the timescale within which the next safety check should be carried out. (commonly every 5 years)

All components used in electrical wiring installations and repairs will comply with the relevant international standards and all appliances will be installed in accordance with the manufacturer's instructions.

Reasonable steps must be taken to ensure that all electrical appliances provided under the terms of the tenancy are in a safe condition and function effectively, in accordance with manufacturers' operational limits. Portable Appliance Testing (PAT) would be one satisfactory method of ensuring this. Appliances are regularly visually inspected for wear and tear and any defects remedied.

Lighting and ventilation

All dwellings are provided with adequate natural and artificial lighting and ventilation.

Energy efficiency

All dwellings are provided with a reasonable level of energy efficiency measures and to include as a minimum hot water tank and exposed pipe lagging and minimum 250mm insulation to roof void areas.

Energy efficiency improvements are incorporated, where practicable, into refurbishment schemes.

Tenants are given advice upon request, or signposted to an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy

efficient way using the facilities provided. The Council will assist with the provision of such information.

Private residential landlords are legally required to provide an Energy Performance Certificate (EPC) when renting out a home to new tenants. An EPC gives information about a property's energy efficiency. Landlords must give a copy to prospective tenants when they view a property, when they ask for any written information about a property and before any rental contract is signed. It remains valid for ten years and can be used for all new tenants in that period.

EPCs are required for self-contained properties only. They are not necessary when a tenant rents a room individually and shares facilities.

Space heating

All dwellings are provided with an adequate and suitable whole house heating system. The heating system should be efficient, economical and controllable by the tenants. Ideally a system will be gas or oil programmable central heating system. Heating is required to be provided within living / dining areas, kitchens, bedrooms, bathrooms and circulation space (where appropriate).

Internal layout

They do not let dwellings, or parts of, if the internal layout is likely to be prejudicial to the health, safety or well being of the tenants or otherwise not reasonably suitable for occupation. Rooms have an adequate floor to ceiling height. 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.

Fire safety

As a basic minimum all dwellings are provided with suitably sited mains wired battery back up operated interlinked smoke alarms, and any other recommended piece of fire fighting equipment. All Landlords must take into consideration the Fire Safety Guidance offered in the LACORS guidance on fire safety provisions for certain types of existing housing.

Clear guidance on fire safety will be provided to residents at the commencement of the tenancy or the tenants signposted to a suitable advisory agency.

Houses in Multiple Occupation (HMOs)

HMOs are provided with fire safety measures in accordance with current legislation and guidance. All HMOs must comply with all national and local authority standards, regulations and other statutory requirements for HMOs. HMOs must comply with any local licensing requirements. Contact the Council for further information.

Security measures

Landlords should consider and implement where appropriate, measures recommended by local police authority backed crime prevention initiatives. Security grilles on doors and windows are used responsibly and in consideration of fire safety, appearance and the need for their use at all. External doors and frames are secure and fitted with a secure locking system. In HMOs properties, to help avoid delay in escaping in case of fire, all accommodation doors, final exit doors and any other doors through which a person may have to pass should be so fastened and maintained that they can be easily and immediately opened from the inside without the use of a key. Ground floor and upper storey windows accessible from ground level are of sound construction and resistant against unauthorised entry. If present, burglar alarm systems have a 20-minute cut out and a key holder nominated.

Hygiene and waste disposal

All facilities for the storage, preparation and cooking of food will be capable of being readily cleaned and maintained in a clean and hygienic state by the tenants.

All floor coverings in kitchens, bathrooms and water closets are capable of being readily cleaned with suitable domestic disinfectant products.

All dwellings will be provided with suitable refuse disposal and recycling facilities sufficient for the number of occupants, as advised by the local authority's waste collection service. All appropriate steps are taken to enforce all tenancy agreement clauses relating to proper refuse disposal.

At the end of the tenancy landlords will ensure that:

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 dwelling expected at the end of the tenancy.

Once tenants have provided fully receipted invoice accounts, all deposits (or balances on deposits) shall be returned to tenants within the timescale agreed (in the tenancy) or an explanation provided as to why a variation may need to be the case.

With regards complaints, landlords undertake to:

Have a written procedure for dealing with complaints, which is given to each tenant at the start of the tenancy that makes clear:

- The purpose of the complaints procedure
- How the complaint should be made
- How and by whom it will be considered
- How long it will take to deal with.

The procedure should aim to resolve complaints quickly and fairly so that a line can be drawn under them and the parties can move on to a more constructive relationship for the remainder of the tenancy.

The procedure has the following stages. The intention is to resolve complaints as early as possible, ideally at stage 1. The later stages should be available if this is not possible.

Stage 1: Internal. Discussion between landlord and tenant using the landlord's complaints procedure. Where a landlord has a few dwellings that they look after themselves, the complaints procedure can be very short and straightforward. Larger organisations and landlords with more dwellings may need to have more stages in a more formal process.

Stage 2: Scheme operator. If the complaint is not resolved at stage 1, it will be referred to Carlisle City Council Officers to review. Both parties will have the opportunity to present their case in person.

Stage 3: Independent body. If the complaint is not resolved at stage 2 it will be referred to an independent body such as the Independent Housing Ombudsman and/or CCC Accreditation Steering Group, whose decision will be final.
(NB. Stage 3 is only to be used as a last resort, where all other avenues have been exhausted and where referral to court is to be avoided. Both parties must be consenting and in agreement that the decision will be final).

Good practice:

Landlords are encouraged to join the Independent Housing Ombudsman Scheme, or a similar suitable recognised scheme, in order that any complaints or disputes, which fail to be resolved within the scheme, can be referred to the Ombudsman for his consideration.

Disciplinary matters

The Council will consider breaches of the requirements of the scheme, and where necessary will refer to a specified multi-agency review panel. The panel will consider the nature of the breaches, the representations of the landlord, the tenants and any other relevant parties, and decide on an appropriate sanction.

The Council will consider the status of accredited landlords who do not fulfil their Dwelling Upgrading Plan obligations. Such landlords will have the opportunity to make representations to a review panel hearing.

Landlords who lose their accredited status following the decision of the review panel will be entitled to make an appeal against the decision to an independent body as specified by the Council.

Any decision made by the Council concerning the accreditation of an individual landlord may be subject to an appeal by the landlord to the Independent Housing Ombudsman Service whose decision will be binding.

Landlords wishing to make a formal complaint about the operation of the scheme must do so initially in writing, to the Council. If the complaint is not resolved, the landlord may appeal to the Independent Housing Ombudsman Service. The Council and the review panel must consider the findings and recommendations of the independent body, and act on them accordingly.

The review panel will consider the reinstatement of accreditation status if the landlord is able to demonstrate that following remedial action they are capable of meeting the requirements of the scheme.

Disciplinary action will be reported in an open and transparent way to demonstrate that the scheme is being enforced.

Important Information

Any landlords displaying the Carlisle City Council Accreditation Landlord (CCCAL) logo stating that they operate in accordance with the Code of Conduct for accredited landlords must comply with the Authorities Code of Standards 2009.

The Council reserves the right at any time to amend the content of the scheme, subject to consultation with the relevant parties. Members of the scheme will be notified of any changes.

Adoption of the Landlord Accreditation Scheme and compliance or non-compliance with the provisions of the scheme does not affect the statutory rights of tenants or prospective tenants. The Council does not have control over the management or condition of the dwellings covered by the scheme and therefore cannot be held responsible or liable for them.