

**UNIVERSITY OF ROEHAMPTON
(TRADING AS UNIVERSITY OF ROEHAMPTON)**

**CODE OF STANDARDS
FOR LANDLORDS PROVIDING LODGINGS**

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Introduction

This **Code of Standards** is for resident Landlords, who let rooms in their own home. By following it, Landlords should avoid the most common causes of disputes with their lodgers.

The purpose of the Code is to facilitate transparency and define how the landlord and tenant do business with one another.

It further aims to ensure that the security and welfare of UR’s students are maintained at all times to an acceptable standard and to minimise risks to the students’ safety whilst residing in accommodation owned by private landlords registered with UR on Studentpad (“URS”).

Compliance with the Code is mandatory for all properties advertised on UR’s Studentpad. UR will bring the Code to the attention of all students seeking Lodgings.

If a Landlord is unsure about any of the requirements of this Code, they should contact the Off-Campus Accommodation Officer who will assist or, where appropriate, refer them to either the Local Authority or relevant government department.

1. Equal Opportunities – Landlords will:

- 1.1 Ensure that potential and existing tenants are dealt with courteously and respectfully at all times in a manner that is free from discrimination on any grounds, including but not limited to beliefs or lawful preferences, religion, politics, gender, race and sexual orientation.

2. Working with the UR - Landlords will:

- a. Ensure that they are courteous and respectful at all times when dealing with staff members of the UR.
- b. Allow UR to inspect and vet their properties.
- c. Respond to contact from the UR within 5 working days or as soon as practicable after that.

3. Right to let

Upon request, either by UR or prospective/current lodgers, landlords will provide written proof of ownership of the property in which the room is located or written permission from the owner to let.

4. UR Studentpad “URS” – Landlords will:

- 4.1 Ensure that all property details and images registered on **URS** are reported accurately without misrepresentation to prospective tenants. If we think that you have misled us or the students in any way with information provided, then we will de-register you from **URS**.
- 4.2 Not charge any administration fees of any kind to the tenants before or upon entering a tenancy.
- 4.3 De-activate their property on **URS** as soon as it is let or notify the Off-Campus Accommodation Officer.
- 4.4 NOT use the **URS** system as a means to fill spaces in properties that are not registered on **URS**. If we become aware of this practice we will remove your details and you will no longer be allowed to advertise with us.

5. Lodging Specification – Landlords will:

- 5.1 Offer, where possible, bedroom(s) with a minimum size of 10.2m² (110 sq.ft) as a single or 15m² (160 sq.ft) as a double. If this is not possible alternative arrangements should be made to provide students with a suitable place to study.
- 5.2 Ensure that bedroom(s) offered have an adequate bed and non-soiled mattress, a desk which can be studied at, chair, table, lamp, wardrobe, chest of drawers, and secure clean flooring.
- 5.3 Offer 1 fridge shelf and ½ freezer drawer to each student.
- 5.4 Provide each student with a food storage cupboard with a minimum capacity of 0.3m³
- 5.5 Ensure the bedroom(s) have a minimum of 2 double 13 amp power sockets.
- 5.6 Provide Broadband with the accommodation.
- 5.7 Make sure that the rent is inclusive of all bills.

6. Viewing the Accommodation - Landlords will:

6.1 Ensure that all the prospective lodgers are granted an opportunity to view the property and the room(s), having due regard to the rights of the existing lodgers.

6.2 Provide interested parties with a copy of the contractual terms under which a property is offered, such terms to include details of holding deposit, rent and any arrangements involving guarantors.

6.3 Give to interested parties, when specifically requested, not less than 24 hours within which to seek independent advice regarding those contractual terms, during which time the property will not be re-marketed.

6.4 Issue a receipt outlining the conditions for return when a holding deposit is taken.

6.5 Ensure that all pledges made before the tenancy begins are confirmed in writing to the tenant, e.g. redecoration/cleaning of the property or the provision of new items of furniture.

6.6 Highlight to potential tenants any special conditions or unusual clauses in the tenancy and explain the implications of these.

7. Safety and Property Condition - Landlords will:

7.1 Comply with the Gas Safety (Installation and Use) Regulations 1998 by ensuring the annual Gas Safety Check is completed for the accommodation prior to advertising through the UR. Please note that all gas appliances must be checked annually.

7.2 Ensure accommodation is clean, free from infestation, in a state of good repair and safe for the duration of the agreement. It should also be free from hazards as defined in the Housing Health and Safety Rating System (Housing Act 2004) – <http://www.communities.gov.uk/publications/housing/housinghealth>. If landlords are unclear of the requirements of HHSRS they should seek clarification from their Local Authority or a professional landlord organisation.

7.3 Install mains connected smoke alarms in the circulation areas of each floor of the property.

8. Written agreements - Landlords will:

8.1 Ensure that a License Agreement shall be made between the lodger and the landlord, making clear the rights and responsibilities of both parties.

8.2 This Agreement will provide details of any contractual period of occupancy and will be written in plain English with no concealed pitfalls or traps and avoiding unnecessary use of legal jargon.

8.3 If there are any House rules or any special conditions or unusual clauses these should be declared and explained before signing the Agreement.

8.4 Provide lodgers with a copy of the agreement once all parties have signed.

9. Financial arrangements - Landlords will:

9.1 Issue a written receipt where there is an agreement for either a deposit or rental payments to be made in cash.

9.2 Not insist on payments in cash.

9.3 Not charge any admin fees.

10. Inventory and Schedule of Condition - Landlords will:

10.1 Compile a written check-in and check-out inventory and schedule of condition and provide lodgers with a copy. Lodgers will be given a reasonable period of time to review and suggest amendments to these documents before they are finalised.

10.2 Carry out an inspection/check-out of the accommodation with reference to the check-in inventory and schedule of condition, on the last day of the tenancy. Arrangements for the return of the deposit should be outlined to the tenant on that day.

11. Management - Landlords will:

11.1 Ensure a prompt response to issues raised by lodgers.

11.2 Make sure that any major areas of dispute will be documented in writing by the landlord.

11.3 Respect the student's right to privacy and will not enter the student's bedroom, except in a genuine emergency, without permission. Members of the Landlord's family will also not enter unless with the permission of the lodger.

11.4 Discuss with lodger(s) any arrangements for viewings to the property and give at least 24 hours notice of the intended time of any visits.

12. Dealing with Disputes

12.1 Where disputes between landlords and lodgers occur, reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems. Landlords, therefore, undertake to maintain courteous, professional relations with lodgers during any dispute.

12.2 Where there are any major areas of dispute, landlords will document them in writing.

12.3 Assistance can be requested from the UR Off-Campus Accommodation Department and advice can be given.

13. Deposits - Landlords will:

13.1 Explain the reason for taking a deposit and the circumstances within which deductions may be made.

13.2 Issue any lodgers with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the agreement 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.

13.3 Return deposits asap but not later than fourteen days after the end of the agreement, following a joint inspection on the day the room is vacated.

13.4 If any deductions are to be made, the Landlord should provide the lodger with a written statement, detailing the deductions, including receipts and invoices for goods purchased or work undertaken.

14. Compliance with the Code

14.1 Where the UR receives a complaint that a registered landlord is in breach of the Code, or otherwise believes that a registered landlord is in breach of the Code, the UR will contact the landlord with full details of the complaint or possible breach and ask for a response. If, after investigation, the UR has reasonable grounds to believe that the registered Landlord has breached or is in breach of the Code, the UR reserves the right to suspend or terminate the landlord's registration.

14.2 Should the UR receive a complaint from a student that concerns their health and safety, the UR reserves the right to pass on information about landlords to third parties such as the local authority, the Health and Safety Executive or other relevant governmental or regulatory authority ("Relevant Authority"). The registered Landlord hereby gives his/her consent to his personal data being passed on to any Relevant Authority.

14.3 The UR reserves the right to disclose landlords' breaches of the Code to tenants and prospective tenants on request.

15. Data Protection

The UR will comply at all times with the requirements of the Data Protection Act 1998 and shall perform its obligations under that Act in such a way as to ensure that it does not breach its obligations under that Act.

16. Disclaimer

The University of Roehampton make every effort to ensure the accuracy of the contents of this Code of Standards and will take all reasonable steps to provide the services described within it and in supplementary documentation. It cannot, however, guarantee their provision in the event of circumstances beyond its control (such as lack of demand, changes in government policy or industrial action) but in such an event, will make reasonable effort to provide a suitable alternative. It is the landlord/agent's responsibility to ensure that they are aware of and comply with any changes in current legislation.

17. Advice and Guidance

Contractual arrangements in the letting of accommodation will be between the owner/landlord/agent and the student tenant and the University will not be a party to such arrangements nor accept any liability under such contracts.

Owners/Landlords/Agents are advised to seek any legal advice they require from their own solicitors, particularly relating to tenancy laws and serious disputes.

If you require further information please contact the Off Campus Accommodation Office:

Accommodation Office
Mount Clare
Minstead Gardens
London SW15 4EE

Tel: 020 8392 4451

offcampus@roehampton.ac.uk

18. Useful Contacts

Organisation	Contact details
<p><u>Roehampton University Accommodation Office</u></p> <p>Off-campus advisor will advise you on registering your property with us</p>	<p>tel: 020 8392 4451 email: offcampus@roehampton.ac.uk</p> <p>http://www.roehampton.ac.uk/Accommodation/Off-Campus/</p>
<p><u>Wandsworth Council</u></p> <p>Offers information on standards in rented accommodation including fire safety Also advice on landlord and tenant disputes and problems</p>	<p>The Town Hall, Wandsworth High Street London, SW18 2PU tel: 020 8871 6171 email: privatehousing@wandsworth.gov.uk for repairs housingadvice@wandsworth.gov.uk for tenancy issues www.wandsworth.gov.uk/info/200077/private_housing</p>
<p><u>Gas Safe Register</u></p> <p>Official body for gas safety Advice on standards and the official list of registered gas engineers</p>	<p>PO Box 3804, Basingstoke, RG24 4NB tel: 0800 408 5500 email: enquiries@gassaferegister.co.uk</p> <p>www.gassaferegister.co.uk/default.aspx</p>
<p><u>London Borough of Richmond Upon Thames</u></p> <p>Landlord advice service including insurance, grants and disputes, schemes for private landlords</p>	<p>Civic Centre, 44 York Street, Twickenham TW1 3BZ tel: 020 8891 7409 email: housingadvice@richmond.gov.uk</p> <p>www.richmond.gov.uk/home/housing/advice_for_owners_and_landlords.htm</p>
<p><u>Department for Business Innovations and Skills</u></p> <p>Wide range of advice and publications including furniture and furnishings fire safety regulations and home safety</p>	<p>www.bis.gov.uk/</p> <p>www.bis.gov.uk/files/file24685.pdf</p>
<p><u>NICEIC (National Inspection Council for Electrical Installation Contracting)</u></p> <p>Advice on standards and installers for electrical installations and equipment and guide for landlords</p>	<p>Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, LU5 5ZX tel: 0870 013 0382</p> <p>www.niceic.org.uk</p>

Organisation	Contact Details
<p><u>Department of Communities and Local Government (DCLG)</u></p> <p>Information on legislation and proposals affecting private sector housing including tenancies</p>	<p>Eland House, Bressenden Place, London, SW1E 5DU tel: 020 7944 4400 www.communities.gov.uk/</p>
<p><u>The Southern Landlords Association</u></p> <p>The Association seeks to represent residential landlords throughout England by offering a range of services to further the interests of its members</p>	<p>The Business Centre, 17a Priory Road, Tonbridge, TN9 2AQ tel: 0845 475 3583 email: info@southernlandlords.org http://southernlandlords.org/</p>
<p><u>The National Landlords Association (NLA)</u></p> <p>Independent national organisation for private residential landlords</p>	<p>22-26 Albert Embankment, London SE1 7TJ tel: 020 7840 8900 email: info@landlords.org.uk www.landlords.org.uk/index.htm</p>
<p><u>London Landlord Accreditation Scheme</u></p> <p>London based accreditation scheme offering development and courses in property management to ensure landlords comply with legislative duties</p>	<p>c/o Environmental Health Team, Town Hall Extension, Argyle Street, London WC1H 8EQ tel: 020 7974 1970 email: LLAS@camden.gov.uk www.londonlandlords.org.uk/</p>

OFF CAMPUS ACCOMMODATION

Please go through the following check-list, which sets out the requirements for lodgings. If you have any questions, please contact Maxina Pattison, Off Campus Accommodation Officer, maxina.pattison@roehampton.ac.uk or 020 8392 4451

19. LODGINGS - CHECK-LIST

YES		TO DO
<input type="checkbox"/>	Single room offered – minimum size 10.2m ² or 110 sq.ft	<input type="checkbox"/>
<input type="checkbox"/>	Double room offered – minimum size 15m ² or 160 sq.ft	<input type="checkbox"/>
<input type="checkbox"/>	If the room is smaller than the minimum size, you must have another suitable place for study	<input type="checkbox"/>
<input type="checkbox"/>	Adequate bed and non-soiled mattress in bedroom	<input type="checkbox"/>
<input type="checkbox"/>	Desk and chair in bedroom – to study	<input type="checkbox"/>
<input type="checkbox"/>	Table lamp in bedroom	<input type="checkbox"/>
<input type="checkbox"/>	Wardrobe in bedroom	<input type="checkbox"/>
<input type="checkbox"/>	Internet access in bedroom or place of study	<input type="checkbox"/>
<input type="checkbox"/>	3 Double plug sockets in bedroom	<input type="checkbox"/>
<input type="checkbox"/>	If boiler is in the bedroom, a Carbon Monoxide Alarm is installed	<input type="checkbox"/>
<input type="checkbox"/>	Secure clean flooring in bedroom	<input type="checkbox"/>
<input type="checkbox"/>	Working smoke alarms fitted in the property	<input type="checkbox"/>

Rent per week

Notice period.....