

ROSE BRUFORD COLLEGE

CODE OF STANDARDS

Rose Bruford College is committed in implementing their equal opportunities policy. The Accommodation Office aims to ensure that no person or persons shall be treated less favourably than any other person/persons because of their gender, race, ethnicity, colour, nationality, disability, sexual orientation, age, marital status or religion.

The purpose of the Code is to ensure that Owner/Landlords/Ladies understand their legal obligations to the College and the student tenants.

Rose Bruford College will only advertise properties if the owner landlord/ladies have signed this code. By signing the Code, owner/landlords/ladies agree to adhere to the Code of Standards.

Under the terms of the Data Protection Act, any information held on file will only be used for the purposes of helping our students who are looking for accommodation. The information will be limited to that which is necessary.#

Rose Bruford College does *not* provide an inspection or survey service for private rented accommodation. It will be assumed that once the Code of Standard has been signed that the owner/landlord/lady will provide a good standard of accommodation and management of their properties/accommodation.

The College will not enter into any dispute (legal or otherwise) between the Student/tenant and owner, landlord/lady.

BEFORE LETTING

Registration

When registering your property/accommodation with the College please ensure that all the details on the registration form are accurate, and avoid misrepresentation. Prospective tenants/students should be allowed to view the property before renting. No money for deposit or rent should be demanded before the signing and exchange of any letting contract/agreement.

Contract/Letting agreement

1. A copy of the contract/agreement must be provided to the prospective tenants, and if requested 24 hours should be allowed for the prospective tenant to seek advice regarding the terms and conditions.
2. Prospective tenants must receive a clear statement of any rent due, together with amounts, dates and methods of payment. Additional charges for utilities such as gas, electricity, water rates and telephone, if to be levied or collected by the owner/landlord, should be clearly and specifically detailed in the contract/letting agreement.
3. The contract/letting agreement should contain name and contact details of owner/landlord/lady and any other person/s acting on their behalf.
4. The letting agreement if the owner/landlord/lady or the tenants are responsible for the payment for the water rates/charges.

State of Repair

The owner/landlord/lady must have completed all repairs and property maintenance that is required to bring the property into compliance with the statutory/common law or this code or that is agreed between the owner/landlord/lady and the prospective tenants by the commencement of the tenancy.

Insurance

The owner/landlord/lady must insure that adequate and appropriate insurance for the property and its' contents is provided. The insurers must be aware that the property is to be let to students.

Council tax

Properties that are occupied completely by full time students are considered exempt. An exemption certificate will need to be provided for each individual student by the College to the local Authority. Landlord/ladies are advised to ensure that this is adhered to.

At the start of the letting

A full contract/letting agreement must be issued to the tenant/s at the time of the commencement of the letting and must not contain any clause that contradicts/conflicts with statutory, common law or this code.

Owner/landlords must provide a proper inventory at the beginning and end of the Letting to all the occupants of the accommodation, and this must be agreed by all parties.

DURING THE LETTING

Payments – All payments for rent, deposits, and utility bills should have written receipts.

Conduct – the landlord/owner should at all times behave in a professional and courteous manner.

Access – Tenants should be given at least 24 hours advance notice of the landlord/owner's intention to have access to the property as tenants are entitled to their privacy and quiet enjoyment of their accommodation. The exception would be in the event of an emergency requiring immediate attention eg: gas leak etc.

Property – All rooms that are let as bedrooms should contain the following:

- a. Bed with adequate mattress.
- b. Clothes storage space.
- c. Desk or working surface and chair.
- d. Window providing adequate lighting and ventilation, and properly hung with curtains or blinds.
- e. Furnishings and fittings should be in clean and reasonable condition at start of letting, and must comply with the furniture and furnishings (fire)(safety) regulations 1996.
- f. Kitchens must contain facilities for storage, preparation and cooking of food which are sufficient and appropriate for the number of occupants.
- g. The property must contain sufficient and suitably located WC's, baths and/or showers and washbasins and must have hot and cold running water appropriate for the number of occupants.
- h. PLEASE NOTE THAT ANY HOUSES OF MULTIPLE OCCUPANCY ie. 3 OR MORE STOREYS (INCLUDING PROPERTIES ABOVE BUSINESSES) AND/OR OCCUPIED BY 5 OR MORE TENANTS, MUST HAVE A MANDATORY LICENCE FROM THEIR LOCAL COUNCIL.
- i. The Housing Health, Safety Rating system is applicable to all Housing tenures. For further information please contact your local Council.

Repairs and Maintenance –

1. Owners/landlords must ensure that properties meet the Environmental Health Standards
2. Houses and flats are expected to be maintained by all Owners/landlords to ensure that they are habitable and that essential services and utilities are maintained in good working order.
3. Consultation with residents with regard to their convenience, should be sought when maintenance and servicing tasks need to be performed, such as Gas appliance servicing, window cleaning, decorating etc.
4. Owners/landlords are expected to respond appropriately to requests for repairs/breakdowns and essential maintenance as quickly as is reasonable and practical. It is recommended that the following priorities are adhered to:

Emergency - Repairs or work required to avoid a danger to health, risk to safety of residents or serious damage to buildings or belongings.

Repair or replacement to be within 24 Hours of the report of the defect or fault.

Urgent – Repairs or work required to remedy defects which materially affect the comfort of the student/residents. Repair or replacement within 5 working days of the report of the defect.

Non Urgent – Day to day repairs/replacement. Within 28 days of report of defect

Health and Safety

The requires copies of all Gas safety Certificates and other relevant safety certificates.

Gas

1. Clear written instructions should be supplied to the residents for the safe use of the Central heating and Hot water systems by the Owners/landlords.
2. All gas appliances must comply with gas safety (Installation and Use) regulations 1998.
3. All gas appliances must be serviced annually by a competent Confederation of Registered Gas Installation (CORGI) registered technician. The Gas safety Certificate must be available to residents and prospective residents upon request. All repairs to gas supply or appliances must be carried out by a registered CORGI Technician.

Electricity

1. All electrical appliances provided by the Owner/landlord must function safely in accordance with manufacturer's instructions and those instructions must be supplied for the safe use of all appliances.
2. All electrical installations should be certified as safe by an approved electrician in line with current Institute of Electrical Engineers (IEE) Wiring Regulations.

3. **Written verification of safety should be obtained at least every 5 years and be made available to residents/and prospective residents upon request. Any and all repairs and improvements to electrical wiring should comply with IEE wiring instructions. All electrical appliances should be inspected regularly for wear and tear, and any defects remedied.**
4. **A Portable Appliance Test (PAT) should be undertaken by a competent electrician not less than once every 2 years and a written record must be maintained.**

Paraffin Heaters and Bottled Gas - Owners/landlords must not supply Paraffin Heaters or bottled Gas Heaters.

Fire Detection and Alarms -

1. **Owners/landlords of properties deemed to be Houses in Multiple Occupation by the Environmental Health Office of the local authority have a statutory duty to provide Fire detection and alarm systems in accordance with registration and appropriate for the size of property, the number of floors and the number of occupants. In addition, fire escape routes will be required to be signed in accordance with the same registration.**
2. **All properties must be fitted with fire detection incorporating an audible alarm. The minimum requirement is for the appropriate number of battery operated smoke detectors, although a mains wired and interlinked system should be installed in properties occupied by more than 5 occupants.**
3. **Mains and battery operated smoke alarms should be checked regularly and maintained in working order.**
4. **Kitchens must be fitted with at least 1 Fire Blanket and one 2kg Dry powder or Carbon Dioxide Fire Extinguisher. These should be inspected regularly and be ready for use.**
5. **Exit routes should be maintained as safe and unobstructed.**

Security

External doors should be of a strong and solid construction, and fitted with at least a five lever Mortice dead lock. Door frames should be sound, strong and well secure. Windows accessible from ground level must be fitted with window locks.

Hygiene and Waste

All food preparation areas must be able to be cleaned and maintained in a hygienic condition by the residents. Adequate refuse storage and disposal facilities must be provided sufficient to the number of occupants.

Also the property should have serviceable flooring throughout that can be cleaned by the occupants, and a serviceable vacuum cleaner should be provided.

Disputes and Complaints

1. Owners and landlords should undertake to deal in a professional manner with any complaint or dispute and should maintain courteous and respectful relations.
2. Owners/landlords should undertake to respond promptly to any complaint or dispute.
3. Owners/landlords should undertake to provide a written response to any correspondence from residents and to do so within three weeks of receipt of the original notification.
4. Owners/landlords should ensure that all agreements and settlements of disputes are honoured within a reasonable period of time, and always within 28 days of agreement.
5. Owners/landlords should be aware that the Accommodation office staff cannot become directly involved in any legal dispute between owners/landlords and student tenants.

At the end of the Letting

Owners/landlords should issue the residents with clear written guidance on the arrangements necessary to bring the Letting to an end, including any expectations and condition of the house/flat.

Deposits

Owners/landlords must administer deposits efficiently and fairly, using the monies only for the purposes for which they were intended.

Where part or all of the deposit money is retained in order to pay for reasonable costs, owners/landlords must provide written statements of account detailing deductions for the retention of funds.

Deposits or any balance of monies from the deposit should be returned to the former residence within 28 days of the end of the Letting.

Accommodation Office - February, 2006.

I, the undersigned, agree to abide by the above Rose Bruford College Code of Standards.

Signed..... Date