

# Accommodation Code of Standards for Landlords and Letting Agencies

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 owners, landlords, landladies, and agencies understand their legal obligations to the college and the student tenants.

Rose Bruford College will only advertise properties if the owners, landlords, landladies, and agencies have signed this code. **By signing the Code owners, landlords, landladies, and agencies 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.

**If a property is not considered suitable for student tenants, the college reserves the right not to advertise your property on the website.**

It will be assumed that once the Code of Standards has been signed that the owners, landlords, landladies, and agencies will provide a good standard of accommodation and management of their properties or accommodation.

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

## Rose Bruford Student Pad Advertising Conditions

- 1) This information constitutes an invitation to you to offer details of your property to the Rose Bruford College and <https://www.brufordstudentpad.co.uk> to be advertised on the housing list and the StudentPad web site. No contract shall arise between you and Rose Bruford College and studentpad.co.uk until the Rose Bruford College and studentpad.co.uk has accepted your offer by proceeding with the advertisement of your property.
- 2) No such offer shall be accepted until the Rose Bruford College has received from you the fee, if applicable, relevant to your chosen advertising option.
- 3) You warrant to the Rose Bruford College and studentpad.co.uk that:
  - 3.1.1 the details submitted by you are true and accurate in all material respects
  - 3.1.2 the property is fit for human habitation and constitutes reasonable student accommodation
  - 3.1.3 there is no reason why a reputable advertising agency should decline to be associated with the advertising of your property
  - 3.1.4 you are the owner of the property or have written authorisation from the owner(s) to advertise the property.
- 4) Without prejudice to any other right or remedy available to it, the Rose Bruford College and studentpad.co.uk reserves the right to terminate the contract and remove your property details from the housing list and website at any time for breach of any of the warranties contained in Condition 3 above or for any other reason at the absolute discretion of the Rose Bruford College and studentpad.co.uk., and without obligation to specify its reason.
- 5) In the event that the Rose Bruford College and studentpad.co.uk exercises its rights under Condition 4 above, it will refund to you a proportion of any fees paid in advance (so far as such fees relate to advertising after the cancellation date) on a pro rata basis but without further liability to you in respect of any direct or indirect losses whether by way of loss of profit, loss of bargain or otherwise.

- 6) You shall not be entitled to assign your rights or transfer your obligations under your contract with the Rose Bruford College and studentpad.co.uk.
- 7) The contract between you and the Rose Bruford College and studentpad.co.uk shall be governed and construed in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the English Courts.

## 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 or Letting agreement**

- 1) A copy of the contract or 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 owners, landlords, landladies, and agencies, should be clearly and specifically detailed in the contract/letting agreement.
- 3) The contract or letting agreement should contain name and contact details of owners, landlords, landladies, and agencies 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 owners, landlords, landladies, and agencies 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 owners, landlords, landladies, and agencies and the prospective tenants by the commencement of the tenancy.

## **Insurance**

The owners, landlords, landladies, and agencies must ensure 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 from Council Tax. An exemption certificate will need to be provided for each individual student by the College to the local Authority. owners, landlords, landladies, and agencies are advised to ensure that this is adhered to.

## At the start of the letting

A full contract or 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 or conflicts with statutory, common law or this code.

Owners, landlords, landladies, and agencies 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 receipts.

### Conduct

The owners, landlords, landladies, and agencies should always behave in a professional and courteous manner.

### Access

Tenants should be given at least 24 hours advance notice of the owners, landlord's, landlady's, owner's and agency'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 e.g. a gas leak etc.

### Property

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

- 1) Bed with adequate mattress.
- 2) Clothes storage space.
- 3) Desk or working surface and chair.
- 4) Window providing adequate lighting and ventilation and properly hung with curtains or blinds.
- 5) Furnishings and fittings should be in clean and reasonable condition at start of letting and must comply with the **Furniture and Furnishings (Fire) (Safety) (Amendment) Regulations 2025**.
- 6) Kitchens must contain facilities for storage, preparation and cooking of food which are sufficient and appropriate for the number of occupants.
- 7) The property must contain sufficient and suitably located WCs, baths and/or showers and washbasins and must have hot and cold running water appropriate for the number of occupants.

- 8) Please note that any houses of multiple occupancy i.e. 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. 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, landladies, and agencies must ensure that properties meet the Environmental Health Standards.
- 2) Houses and flats are expected to be maintained by all owners, landlords, landladies, and agencies to ensure that they are habitable and that essential services and utilities are maintained in good working order.
- 3) Consultation with residents regarding 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, landladies, and agencies are expected to respond appropriately to requests for repairs and/or breakdowns and essential maintenance as quickly as is reasonable and practical. It is recommended that the following priorities are adhered to:
  - a) **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.
  - b) **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.
  - c) **Non-Urgent:** Day to day repairs/replacement. Within 28 days of report of defect being reported.

## Health and Safety

*The College requires copies of all Gas and electrical 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, landladies, and agencies.
- 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 Gas Safe Register 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 Technician.

### **Electricity**

- 1) All electrical appliances provided by the owners, landlords, landladies, and agencies 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. 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 two years and a written record must be maintained.

### **Paraffin Heaters and Bottled Gas**

Owners, landlords, landladies, and agencies must not supply paraffin heaters or bottled gas heaters.

### **Fire Detection and Alarms**

- 1) Owners, landlords, landladies, and agencies 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 main 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, landlords, landladies, and agencies should undertake to deal in a professional manner with any complaint or dispute and should maintain courteous and respectful relations.
- 2) Owners, landlords, landladies, and agencies should undertake to respond promptly to any complaint or dispute.

- 3) Owners, landlords, landladies, and agencies 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, landladies, and agencies should ensure that all agreements and settlements of disputes are honoured within a reasonable period, and always within 28 days of agreement.
- 5) Owners, landlords, landladies, and agencies should be aware that the Accommodation office staff cannot become directly involved in any legal dispute between owners, landlords, landladies, and agencies and student tenants.

## At the end of the letting

Owners, landlords, landladies, and agencies should issue the residents with clear written guidance on the arrangements necessary to bring the letting to an end, including any expectations and conditions of the accommodation.

### **Deposits**

Landlords providing assured shorthold tenancies must comply with the tenancy deposit protection scheme, details of which can be found at [www.communities.gov.uk](http://www.communities.gov.uk)  
[www.depositprotection.com](http://www.depositprotection.com)

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

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

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



## Declaration

I, \_\_\_\_\_, owner, landlord, landlady, or agency **of**

\_\_\_\_\_  
\_\_\_\_\_

agree to be bound by and abide to the above **Rose Bruford College Code of Standards.**

I also give permission for an inspection to take place prior to, or during the student let by Rose Bruford College or a representative thereof.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_