

# Landlord/Agent

## Code of Standards & Scheme Criteria



Commitment to these standards  
is a requirement of the Home  
Stamp Accreditation Scheme



It is acknowledged and appreciated that many private Landlords provide and maintain properties to a good compliant standard and often above that required by legislation. The Home Stamp scheme seeks to ensure that Landlords meet their legal responsibilities and that the physical conditions of their properties and management practices are fair and reasonable and will not impact on or adversely affect the health, safety or welfare of the student tenants, their surrounding neighborhood(s) and/or local residents. This is achieved by monitoring records and reviewing feedback.

Home Stamp is a housing scheme which promotes; a good physical standard of accommodation; requires good management practices; seeks to inspire a stock of private rented accommodation available for students which meets an accredited legal standard; gives public recognition to those Landlords who provide accommodation which meets or exceeds the accredited standard and provides a choice of accommodation which is maintained to a good standard.

The Home Stamp Code of Standards outlines the expected conduct of Landlords and their Agents regarding the management of student properties, the requirements for accreditation and supports the Landlord – student relationship.

In order to show a commitment to these standards any Landlord or Agent wishing to register and advertise properties on the Home Stamp website must firstly return a signed copy of this Code to the Home Stamp team.

Failure to sign up to the Code means that a property cannot be accredited and failure to adhere to the terms may lead to the removal of a property or in exceptional situations a Landlord and their entire portfolio may be removed from the scheme. Compliance with the scheme will be tested at application, by inspection and following any complaint.

The names of accredited Landlords as owners of houses are a matter of public record and are available for public reference.

The names of accredited Landlords, or if different, the name of the person responsible for day-to-day management of each house will be available via the website.

Details of the guidelines for Houses of Multiple Occupation can be found on the Canterbury City Councils website: <https://www.canterbury.gov.uk/housing/houses-in-multiple-occupation/> or by reading the Landlords Handbook, which is downloadable from the same website. Landlords should commit to following the Councils recommended guidelines in managing their student properties.



## Accreditation Requirements

### Section 1: Fair treatment of tenants

Landlords should seek to provide fair and just treatment of their student tenants and ensure:

#### **Equality and diversity:**

No tenant or group of tenants applying to rent an accredited property will be treated less fairly because of their race, colour, ethnic or national origin, age, religion, gender, disability, appearance, marital status, sexual orientation or social status. On some occasions Landlords may need to seek further guidance or advice in relation to this e.g. whether it is reasonable for an all-female household of first year undergraduates to accept a mature male post graduate student as a substitute for a student leaving prematurely.

#### **Access:**

Where access to a property is required by a Landlord (or their agent), tenants should be given written notification of a date, time and purpose of the visit with a minimum of 24 hours' notice. A follow up telephone call to confirm that the date and time has been received and is acceptable is good practice.

#### **Occupation:**

Tenants are able to occupy the property on the commencement date of the tenancy agreement or on the first day that rent becomes payable unless the agreement with the tenants states differently.

New tenancies will not start until existing ones have ended and Landlords will take any measures necessary to ensure timely possession from a previous tenant to mitigate any delay to incoming tenants, including obtaining a Court Order to secure vacant possession, if necessary.

#### **Privacy:**

Tenants' privacy should be respected and Landlords should act professionally at all times.

#### **Response to complaints from students:**

Landlords should be responsive to problems that arise within the property, dealing with matters promptly and ensuring tenants are kept fully informed as to what is happening. In an emergency Landlords will use their best endeavors to notify students of the situation immediately or at the earliest opportunity.

#### **Right to Rent:**

Landlords or their agents have a legal requirement to check that a tenant can legally rent the residential property. Landlords (or their agents) are referred to <https://www.gov.uk/check-tenant-right-to-rent-documents/who-to-check> for more information.

#### **Right to Quiet Enjoyment:**

Every tenant has the right to enjoy their home undisturbed and this is called 'quiet enjoyment'. The law implies it into all tenancy agreements. Quiet enjoyment means that Landlords or their agents must allow tenants to live in their home without unnecessary interference. For further information, see <https://www.citizensadvice.org.uk/housing/renting-a-home/student-housing/students-in-private-rented-accommodation/student-housing-unacceptable-behaviour-by-your-landlord/>

## Section 2: Property standards

It is important that student properties are kept in good overall condition –

**Gardens** – Landlords will arrange regular lawn cutting and garden maintenance during the spring/summer period (If applicable).

**Buildings** – Landlords will ensure the outside of the building is well maintained and in keeping with the local neighborhood. Landlords should ensure that regardless of other properties in the area their properties do not fall below the accreditation standard.

**Furniture** – All furniture and furnishings provided by Landlords should be in good condition at the start of the tenancy and comply with Furniture and Furnishings (Fire Safety) Regulations.

**Kitchen facilities** – Each kitchen should contain storage, preparation and cooking facilities suitable for the number of tenants. Equipment should be tested and Landlords should feel confident that equipment and facilities are working at the start of the tenancy.

**Toilet and personal washing facilities** – An adequate number of suitably located toilets, baths and/or showers, and washbasins are provided with constant hot and cold running water. These should be appropriate to the number of tenants as detailed in Canterbury City Council’s published standards.

**Overcrowding** – The Local Housing Authority (Canterbury City Council) room size standards shall be used for deciding the number of persons who may occupy each property and Landlords will avoid overcrowding.

## Section 3: Tenancy Terms and Conditions

The tenancy agreement should be written in plain, intelligible language. Landlords or their Agents must give students enough time to read and understand the agreement before they sign. Students should be given the opportunity to raise queries to clarify the rights and obligations of the tenancy agreement. Landlords should make sure that all properties are advertised honestly and in accordance with the law and not mislead prospective tenants.

### Deposits:

All deposits should be held in a named Tenancy Deposit Scheme and administered in compliance with the requirements of Section 213 of the Housing Act 2004 (as amended). It is a requirement that Landlords or their Agents confirm (prior to any property being approved) details of the deposit scheme used.

### Fees:

Landlords or their Agents should ensure that all fees that tenants will have to pay are clearly set out and explained and that the Landlord or their Agents are proactive in making tenants aware of these in advance of a decision being made to take or renew a tenancy. Agents should display details of all fees together with details of membership of a government redress scheme and state whether “Client Money Protection” (CMP) is offered.

**Bills:**

Be clear who is responsible for various bills and co-operate with your tenant to ensure they are charged only for their usage of the property utilities or as agreed if there is a bills included package.

**Contact Details:**

Tenants should be given details of Landlords (or their Agents) for day-to-day tenancy management matters and they should be contactable during normal working hours and to meet tenants, if appropriate. A telephone number for emergencies should be included.

**Inventory:**

Students should be given time to check any inventory before signing by or on behalf of the parties. Any inventory should be dated. The tenants should be provided with at least one set of keys, which should be recorded in any inventory.

It is accepted that some Landlords opt not to provide an inventory and that in that situation students cannot be charged for any items alleged to be damaged or missing at the end of the tenancy.

**Personal Information:**

As far as it is reasonably practicable and consistent with statutory and contractual obligations, personal information must be kept confidential and must not be disclosed to other people without consent. It may be permissible to disclose information without consent in accordance with the advice of the Information Commissioner's Office (ICO). However, a privacy notice to the tenant may be required.

You are required to register with ICO if you hold any personal data electronically (this would include a Landlord holding a tenant's phone number in their own phone) or pass personal information to someone else, such as carrying out credit checks. Landlords and Agents must check if they are required to register with the ICO, as most are required to do so.

Landlords who use Agents for some or all of the letting and management process may need to register depending on personal information held and/or passed on. See [www.ico.org.uk](http://www.ico.org.uk).

**Section 4: Health and Safety**

**Gas appliances and supply** – Landlords must organise annual gas safety checks. A gas engineer certified by the Gas Safety Register must carry out checks and Landlords (or their agents) are required to check that the engineer is registered for the type of appliance being serviced. Copies of the certificates should be provided to tenants (or put on display in the property) and another copy uploaded to the relevant property profile or forwarded to Home Stamp. Clear written instructions in the safe use of central heating and hot water systems should be available.

**Liquefied gas, paraffin heaters and appliances** – Portable bottled gas or paraffin heaters should not be provided as a heating source. Oil fired heating systems are to be serviced in accordance with the manufacturers' recommendations.

**Electrical installations and appliances** – All electrical installations provided by Landlords are to be inspected by a competent electrician in accordance with current legislation at least every 5 years or as specified on any previous Certificate issued, if different. An up to date certificate must be uploaded to the relevant property profile or forwarded to Home Stamp.

All electrical wiring installation and repair components must comply with relevant British standards and all appliances must be installed in accordance with manufacturers' instructions and in accordance with Part P of building regulations.

Electrical appliances should function effectively and safely. Portable Appliance Testing (PAT) is an efficient and recommended way of ensuring this. Further information can be found at <http://www.hse.gov.uk/electricity/hse.htm>

All appliances must be regularly inspected for signs of wear and tear and any problems resolved. Instructions in the safe use of electrical appliances (including cookers, space and water heaters) should be provided to the tenant at the start of the tenancy to avoid confusion.

Where Landlords provide portable appliances, e.g. kettle, toaster, microwave, iron, vacuum cleaner, etc., these should be PAT tested before the commencement of any tenancy.

Further information on electrical safety can be found at <http://www.electricalsafetyfirst.org.uk/>

**Smoke detectors** – Private landlords must make sure that mains wired smoke alarms are fitted on each floor in all their rented properties. Checks must be made to make sure that the smoke alarms are in working order when the alarm is installed and at the start of any tenancy.

**Fire safety** – Mains operated, interlinked smoke detecting system with a heat detector in the kitchen is an accreditation requirement.

**Mains wired smoke detectors** - Private Landlords must make sure that mains wired smoke alarms are fitted on each floor level on which there is a room used wholly or partly as living accommodation in small Houses of Multiple Occupation. Under S54 Housing Act 2004 properties designated as large Houses of Multiple Occupation require detectors in every room.

**Carbon monoxide detectors** - If a property has a coal fire or a wood burning stove the Landlord must provide a carbon monoxide detector in every room with such a burner. It is best practice to fit a detector where a gas appliance is installed.

For further information and guidance in respect of detectors see <http://www.legislation.gov.uk/ukxi/2015/1693/regulation/4/made>

**Lighting and ventilation** – All properties should be provided with adequate natural and artificial lighting and ventilation. All rooms used for sleeping must have unobstructed windows opening to the exterior of the property.

**Energy efficiency** – All properties should be provided with a reasonable level of energy efficiency measures. These can include energy efficient light bulbs, hot water tanks, exposed pipe lagging, adequate roof, and cavity wall insulation.

**Space heating** – Properties should have adequate space heating. Fixed heating appliances should be economical and efficient. There should be controllable central heating systems in principle rooms including bedrooms such as room thermostats or thermostatic radiator valves.

A 'quick release thumb lock' is required to enable tenant's keyless exit from the property via the front door. It is best practice to provide keyless thumb locks from bedroom doors where locks are provided.

**Legionella disease** - Landlords (and those who rent out a room in their own home have legal responsibilities to ensure the health and safety of their tenant by keeping the property safe and free from health hazards. See <http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm> for information on the requirements in respect of legionella disease.

**Security measures** – External doors and frames should be secure and fitted with a secure locking system. Ground floor and upper storey windows which are accessible from ground level are to be of sound construction and resistant against unauthorised access. If a burglar alarm is present, it should have a 20-minute cut out time and a key holder nominated.

**Hygiene and waste disposal** – Properties should be provided with an empty wheelie bin at the start of the tenancy (or other suitable means of waste disposal appropriate to the number of occupants) as advised by the Council’s cleansing team. Tenants should receive written information from their Landlord explaining about waste collection procedures, including; types of refuse for each bin and sack; collection days; where to take recyclables if appropriate; where to dispose of large items. Tenants should be made aware of enforcement measures taken by the Local Authority (Canterbury City

Council) in the tenancy agreement and the importance of proper waste disposal.

## **Section 5: Repairs of student properties**

Properties must be maintained to a satisfactory standard. In the event that repairs need to be carried out, they will be completed as follows:

**Emergency repairs** – Can include any repairs that needed to avoid risk to health or safety of residents or serious damage to buildings or internal contents. The response time should be appropriate to the risk involved but be within 24hrs of the reporting. Notice of attending should be given if practicable, but this may not always be possible.

**Urgent repairs** – Can include any repairs to the property materially affecting the comfort or convenience of the residents. These should be dealt with within 5 working days of the problem being reported or as soon as the necessary contactors and parts can be obtained. Examples could include problems with heating/hot water and plumbing. Tenants should be given regular progress updates (at least weekly) and should never be left wondering when repairs will be completed.

**Non-urgent repairs** – These include day-to-day repairs that do not fall into the previous categories and should be dealt with within 28 days of the reported problem. Examples of these include a microwave not working where there are other means of cooking (such as an oven) or a dripping tap, which needs to be fixed.

With the exception of emergency repairs, Landlords should provide a timescale for repairs and keep in continual contact with tenants regarding progress.

Any damage to property decor caused during repairs should be resolved in a reasonable timescale. Tenants should be given regular updates until completion of the repairs.



## Section 6: End of tenancy

Tenants should be given clear guidelines and instructions about how the property should be cleaned and left at the end of the tenancy. This will ensure that there is no misunderstanding. The guidelines should not contain any excessive or unreasonable charges or requests e.g. “property must be professionally cleaned” but could say, “property must be cleaned to a professional standard”.

All deposits should be returned in the timescale determined by the Tenancy Deposit Scheme guidelines. If a Landlord wishes to make deductions these must be set out in writing together with an explanation. If deductions are made and agreed by both parties, a receipt should be issued.

Landlords should endeavor to inspect the property within 24 hours where possible or as required by the industry regulators e.g. ARLA, UKLALA.

## Section 7: Complaints procedure

Landlords should have a structured complaints procedure so that issues can be dealt with effectively and resolved fully and fairly. Noting actions and events in writing can be a useful way of tracking problems in case of escalation or as suggested by industry regulators.

All complaints received by a Landlord should be acknowledged within 2 working days. If a substantive reply cannot be given immediately tenants will receive an acknowledgement and confirmation of when this can be expected.

Initially Landlords and tenants should try to resolve issues and problems between themselves through open, respectful discussion. It is expected that Landlords will maintain contact with their student households even in the case of a dispute. However, if either party feels they need further support or advice, they can contact Home Stamp who can sign post either party to additional advisory services.

**Please note:** if Home Stamp, which is deemed to be of a serious nature, relating to the health, safety or wellbeing of tenants, receives a complaint Home Stamp reserves the right to take action and inform the relevant enforcement parties e.g. Canterbury City Council.

Any complaint received from a student regarding the behaviour of a Landlord will be considered by the Home Stamp Manager who will refer the matter to the Head of Welfare and Student Support for a final decision to be made on the actions to be taken. These actions could include suspension from the scheme until remedial action is taken, referral to the Private Sector Housing Team of Canterbury City Council for appropriate investigations to take place.

If the complaint received is so serious that the Head of Welfare and Student Support believes that consideration should be given to removal of the Landlord/Lettings Agents and their portfolio of properties from the scheme then a panel will be convened consisting of; The Director of Membership Services; The President of Kent Student’s Union; the Head of Welfare and Student Support and one member of the Home Stamp Board. The decision of this panel will be final. If a Landlord disagrees with the decision, they can request an appeal via the Board.

If any member of the board has a personal interest relevant to the complaint this should be declared. If a member is in doubt then a declaration should be made. Where such interest might



influence any decision making the member should not participate in any adjudication other than to provide evidence or information, as necessary.

If a complaint is received by Home Stamp regarding the behavior of a tenant, this will, in the first instance be considered by the Home Stamp Manager who will refer the complaint to the Head of Welfare and Student Support to determine the most appropriate course of action.

Tenancies are normally managed by the terms set out in the tenancy agreement. A breach of the terms and conditions might provide recourse to legal action, e.g. non-payment of rent.

### **Section 8: Provisions for assignment in joint tenancies**

Landlords will provide clear written directions of the arrangements in place where a student needs to leave their tenancy early. Any exit fees must be made clear.

### **Section 9: Property Inspections**

Properties, which are listed with Home Stamp, will be subject to inspection to ensure the requirements of the scheme and this Code of Standards is upheld. Landlords are required to allow Home Stamp Inspectors access to their student properties, with the agreement of the tenants. Home Stamp will provide adequate notice prior to inspection.

### **Section 10: Scheme Criteria**

To register a property with the Home Stamp scheme Landlords will be required to provide:

- A signed copy of this Code of Standards
- An Energy Performance Certificate (or the EPC registration number)
- Up to date gas and electrical certificates
- Proof that any deposit has been lodged in an appropriate Tenancy Deposit Scheme
- Confirmation that the property contains
  - Quick release thumb lock
  - A mains wired smoke detector
  - A mains wired heat detector in the kitchen
- Proof that the property is a permitted House of Multiple Occupation (if appropriate) by providing either, planning permission or a preexisting entitlement to continue letting an HMO in an Article 4 area.
- The annual membership fee payable

### **Section 11: Landlord Behaviour**

In addition to the points raised in Section 3 Students should be given the opportunity and invited to raise queries and clarify their rights and obligations under the proposed tenancy agreement.

If requested Landlords (or their Agents) should assist students in understanding the tenancy agreement or other terms of occupation or refer the students to Home Stamp who can provide details of agencies able to provide independent advice and guidance.

Landlords are expected to respect the administration staff of Home Stamp; abusive behaviour will not be tolerated. The matter will be referred to the Head of Welfare and Student Support for consideration of said Landlord's suitability to be included in or continue in the scheme.

## Section 12: Removal from the Home Stamp Accreditation Scheme

Property details will be removed from the Home Stamp site where

- An up-to-date gas or electrical certificate has not been provided in respect of a property
- Fees required pursuant to the Home Stamp scheme have not been paid as and when due and the property will not be reinstated until receipt of full payment of any outstanding amount
- A property no longer meets the requirements of registration on the scheme

All properties owned or managed by a Landlord may be removed in their entirety where

- Any information provided supporting an application to the scheme has found to be fraudulent or inaccurate
- The Landlord is found to have contravened this Code of Standards

In the first instance, the Home Stamp Manager will inform the Landlord of the breach and asking for a substantive response (including any evidence) within 7 working days to avoid suspension from the scheme. Failure to do so will result in suspension and notification (with reasons) will be sent to the Landlord or their agent within 7 working days. If the Landlord or Agent wishes to appeal the decision, they should do so in writing within 10 working days of the decision being notified to them. The matter will then be passed to the Head of Welfare and Student Support who will reconsider the decision and inform the Landlord of the outcome within 5 working days.

## Section 13: Lettings Agents

All Lettings Agents with responsibility for the management of student properties will ensure that they fully abide by the Home Stamp Code of Conduct and that they take any and all measures to ensure that Landlords are aware of their property's registration with this Home Stamp scheme.

All properties under a Letting Agents management will comply with the Home Stamp Accreditation Code of Standards and the Councils guidelines for Housing in Multiple Occupation. Agents are required to take the necessary steps to ensure that all Landlords' properties managed by themselves comply with the requirements of this Code.

If a new property comes under an Agents management and is not yet accredited this must be made clear to any potential tenants who must not be misled into believing that it is an accredited property.

### Important notes

Home Stamp does not have control over the management or condition of the properties on the scheme and therefore cannot be held responsible or liable for them.

Home Stamp reserves the right to amend the content of the scheme or its operation at any time, subject to consultation with the relevant Home Stamp parties.



### **Landlord/Letting Agent declaration and consent**

I declare that I will work with my tenant(s) in an effective and professional manner. I will aim to swiftly resolve any complaints or disputes. I understand that it is essential to use reasonable endeavours to swiftly and effectively resolve matters.

I confirm that where found guilty of any of the following offences I have declared these to Home Stamp or I:

- a. Do not have any unspent convictions particularly in respect of any offence involving fraud or other dishonesty, or violence or drugs, or any offence listed in Schedule 3 to the Sexual Offences Act 2003 (offences attracting notification requirements);
- b. Have not been found guilty by any court or tribunal of practising unlawful discrimination on grounds of sex, colour, race, ethnic or national origins, religion, age or disability in, or in connection with, the carrying on of any business;
- c. Have not had any judgements or convictions (whether civil or criminal) made against me for mortgage, housing benefit, council tax fraud or under environmental legislation;
- d. Have not had a conviction for illegal eviction or harassment of tenants in the last seven years;
- e. Have not had a conviction for violence towards any persons in the last seven years;
- f. Do not have any other convictions that may make me unsuitable to register properties under the Home Stamp scheme;
- a. In the event of my membership of the scheme lapsing or I am excluded from the scheme, I understand that I will no longer be entitled to use the NLA-Home Stamp accredited Landlord title/logo or any associated material for my own use .

**To the best of my knowledge, all furnishings, furniture and other goods supplied within the property comply with the Furniture and Furnishings (Fire Safety) Regulations (as amended).**

**I confirm that I will comply with all requirements of the Home Stamp registration process, providing updated certificates as and when necessary and paying all necessary fees when required to do so.**

**I confirm that any deposit taken will be dealt with in accordance with the Tenancy Deposit Scheme as outlined above.**

**I hereby give my consent for Home Stamp to retain my personal information and data about the properties registered on the Home Stamp website. I consent to the addresses and other property details being listed on the public register. Contact details of the Landlord or Managing Agent may be shared with relevant third parties.**

**I confirm that I understand that the information I provide in my application for accreditation will be stored on a computer database. This information may be passed on to the Council in relation to matters concerning the properties listed. The information may also be shared with relevant other scheme partners which could include the University of Kent, Canterbury Christ Church University, the University for Creative Arts, Kent Union, Christ Church Students' Union, University of Creative Arts Students' Union and tenants concerned as appropriate. Personal information will not be sold or passed on to any third party commercial organisations.**

**I understand that it is my responsibility to ensure that my property details and certificate details are accurate and correct on the Home Stamp website.**



I undertake and agree to abide by all other conditions of the scheme as set out in this Code of Standards and to supply any reasonable information required in connection with the property.

I understand that in accordance with Section 12 my property can be removed from the scheme if I breach these conditions or fail to comply with this Code and the conditions set out herein.

Signed ..... Print name .....

Signed ..... Print name.....

Date .....