



Authorities and Landlords improving
standards together (A&List) NW

Code of standards and management practice

2011 - 2016

List of contents

Introduction	3	7.0 The contract / tenancy agreement	
1.0 Aims of the landlord accreditation scheme	4	7.1 Tenancy terms and conditions.....	20
2.0 Responsibilities of the scheme operator	5	7.2 Break clauses	21
3.0 How the scheme operates		7.3 Joint and several liability	21
3.1 On application	6	7.4 Quiet enjoyment and anti-social behaviour	21
3.2 Accredited landlords	6	8.0 Professional conduct	
3.3 Public register	7	8.1 Anti-social behaviour	22
3.4 Continuing improvement	7	8.2 Within the tenancy agreement	22
3.5 Disciplinary matters.....	7	8.3 Within the property	23
4.0 Accredited property requirements		8.4 Within the community.....	23
4.1 Property repair and maintenance	9	8.5 Rent	23
4.2 Section 11 landlord and tenant act 1985	10	8.6 Complaints	23
4.3 Housing health and safety rating system (hhsrs)	10	9.0 Ending a tenancy	
4.4 Landlord responsibilities under hhsrs	10	9.1 Ending a fixed term	25
4.5 Amenities	12	9.2 Ending a periodic tenancy.....	25
4.6 Gas safety	12	9.3 Abandonment	26
4.7 Electrical safety	13	9.4 End of tenancy inspection	26
4.8 Heating and energy performance	13	9.5 Withholding a deposit	26
4.9 Fire safety and security	14	9.6 Alternative dispute resolution (adr) service	27
5.0 Mandatory, selective and additional licensing schemes	15		
6.0 Managing a tenancy			
6.1 Pre tenancy guidance	16		
6.2 Managing and letting agents	16		
6.3 References	16		
6.4 Guarantors	17		
6.5 Inventory.....	17		
6.6 Photographs	17		
6.7 Deposits and tenancy deposit protection	18		
6.8 Moving in day	19		
6.9 Tenancy inspections	19		



Introduction

Dear Landlord

Thank you for signing up to the Authorities and Landlords improving standards together (A&List) North West region Landlord Accreditation Scheme (LAS). A&List NW is a regional body founded by Salford City Council in 2001 in response to the need to drive up standards in the private rented sector. The Code of Standards and Management Practice have been developed by the steering group; set up to provide a unified service to all landlords operating across the Northwest region under the A&List NW Landlord Accreditation Scheme (LAS) umbrella and we hope that you will find it beneficial.

By signing up to the scheme you can be assured that each authority signed up to the Code are providing a standardised Landlord Accreditation Scheme in accordance with the minimum service set out in the 'Code of Standards and Management Practice'. Some authorities may provide an enhanced scheme but each are committed to providing at least the minimum service set out in the Code and provide all the necessary support and advice that you need to be an excellent and responsible landlord.

The introduction of the Housing Act 2004 brought with it a number of significant changes in the Private Rented Sector with the introduction of the Housing Health and Safety Rating System (HHSRS), Mandatory and Selective Licensing, and the Tenancy Deposit Scheme. Since then there has also been the introduction of Energy Performance Certificates (EPC). These changes have not been without controversy but have helped to drive up property standards, home safety and management practices.

The purpose of this Code for Accredited Landlords is two-fold. Firstly, we want our accredited landlords to ensure the smooth running of tenancies, from the day the tenants move in through to the day that their deposits are returned. It's that simple! Poor management practices can quickly escalate into major issues, both for you and the tenants. If you have robust management practices in place the tenancy should be an enjoyable and painless experience for all parties.

Secondly, we want to give you an advantage. We want landlords registered with the GM LAS to compete and succeed in what is an increasingly demanding housing market. The proliferation of new build city centre apartments and large scale refurbishment of older housing stock has driven up expectations in

property standards. If your property standards or your management practices are found to be lacking, tenants will look elsewhere. By following the advice we give in this Code you are giving yourself the best possible chance of success, not only in finding new tenants, but in keeping them as well.

We are also moving into a more litigious society. If the finger of blame is pointed in your direction you will need to have the necessary paperwork in place to prove that you acted professionally and responsibly. Please take the time to read through this Code. Whether you've been a landlord for twenty years, or are new to the business, we're sure there will be something of interest to you. You may already adhere to some of the practices we advocate, in which case give yourself a pat on the back! Equally, you may be a new or accidental landlord who simply needs guidance. We have been comprehensive in what we have included and have tried to keep things relevant and concise.

This is the direction in which the Private Rented Sector and Greater Manchester Landlord Accreditation Scheme are moving towards and it is the basis on which your membership of accreditation rests. We are able to provide sample documentation upon request such as inventories, letters, pro formas and notices.. We want our landlords to be professional and business-like, and keeping paperwork up to date is essential to do this.

We hope that this Code will be of benefit to you. Please do contact us if you feel we are missing something or have any ideas for the next edition. Please also note that this document is not intended to replace legal advice. You should always seek the expert legal opinion of a housing solicitor if so required. This Code is based on general housing advice, knowledge and experience.

Yours sincerely

A&List NW


Authorities and Landlords improving standards together (A-List) NW North West region accreditation network



1.0 Aims of the landlord accreditation scheme

The main aims of THIS Landlord Accreditation Scheme (LAS) are;

- To encourage, acknowledge, raise awareness and actively promote good property standards and management practice by landlords, and to assist landlords and tenants to undertake their respective responsibilities to each other.
- To give advice and guidance on compliance with the law.
- To encourage and acknowledge responsible behaviour by tenants.
- To promote aspects of self-regulation through a relationship of goodwill and trust on the part of landlords, tenants and the scheme operator.
- To ensure that the physical condition of dwellings, 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.
- To ensure that:
 - Landlords, tenants and community members enjoy the benefit of good dwelling conditions, competent management and considerate neighbourly behaviour
 - Misunderstandings and disputes are reduced.
 - Where problems do occur they are promptly resolved.



2.0 Responsibilities of the scheme operators

The scheme operators are responsible for the following;

- To treat you fairly and reasonably in line with the code of standards and will aim to resolve any issues in an informal manner where appropriate.
- To work in close partnership with landlords, local and national landlord associations and other key private rented sector stakeholders.
- Administrating and monitoring the scheme including undertaking compliance audits.
- Maintaining a database record of accredited dwellings and landlords.
- Monitoring and renewing landlord membership which lasts for a term of 5 years.
- Providing general help and advice to landlords on all aspects of their business.
- Providing general help and advice to tenants.
- Providing information on changes and pending changes in legislation through landlord forums, newsletters, local landlord associations and other updates.
- Assisting landlords to achieve accreditation status.
- By agreement with landlords provide a public list of accredited landlord and a list of dwellings in which accommodation is available to let.
- To actively promote the accreditation scheme across its geographical area .
- Providing a resolution service for landlord and tenant disputes, or signposting to named arbitration services.
- To regularly consult with accreditation scheme stakeholders and act positively on feedback.
- The issuing, administration, suspension and revocation of accredited status.



3.0 How the scheme operates

3.1 On application:

- The scheme operator will ensure as far as is reasonably practicable, that the landlord is responsible, competent and suitable to be a member of the scheme.
- A landlord will list all properties within his portfolio. If guidance is required on improving a property to meet the scheme criteria this should be indicated on the application form and not omitted.
- The scheme operator is to carry out compliance checks on a suitable representative sample. It is recommended that these checks be undertaken on at least 10% of the landlord's premises.
- A landlord will be required to submit details of a current Gas Safety certificate for each property.
- A landlord will submit a satisfactory periodic electrical inspection report where the property is over 10 years old. If a report is not available it will be submitted to the scheme operator within the first term of membership.
- A landlord will submit an energy performance certificate where applicable. If a report is not available it will be submitted to the scheme operator within the first term of membership.
- A landlord will submit a copy of the tenancy agreement to be used for letting of the properties list on the application or use the tenancy agreement endorsed by the scheme operator.
- A landlord will submit all documentation requested upon renewal of membership which lasts for a term of 5 years.
- A landlord will undertake to complete 10 hours of continuing professional development in the first term of membership.
- Where a landlord meets the requirements of the scheme to the satisfaction of the scheme operator a landlord will be awarded the status of accredited landlord.
- On completion of property compliance checks, properties within an accredited landlords portfolio will be individually accredited.
- A landlord will be given the reasons in writing if their application is unsuccessful.

3.2 Accredited landlords will:

- Be committed to partnership working
- Consider participating in and promoting schemes aimed at engaging tenants such as an Accredited Tenant Scheme and Rental Bond Schemes where applicable.
- Provide the scheme operator with a full list of dwellings owned or managed by them which will be held in strictest confidence by the scheme operator.
- Upon request provide an updated list of properties at regular intervals.

- Provide access to dwellings for the scheme operator or it's agents to carry out audits.
- Ensure that all their dwellings meet the requirements of the scheme at all times.
- Receive a certificate of membership, which will detail on the reverse, all properties verified by the landlord on application as meeting the scheme standard. This will be subject to satisfactory minimum sample compliance checks.
- Receive a certificate of inspection for every individual property inspected by the scheme operator
- Where a minority of a landlords' portfolio are not compliant the landlord will have the opportunity to inform the scheme operator who will agree a reasonable and practicable upgrade plan to meet the requirements of the scheme. Tenants will be made available of this arrangement.
- Be given the reasons in writing if their membership is to be suspended or revoked.
- Be entitled to a right of appeal to an independent body, as specified by the Scheme operator, for example to a multi-agency review panel if their membership of the scheme is to be terminated.
- Provide to both the tenant and the scheme operator contact details for emergency, urgent and non-urgent repairs.
- Provide a copy of the tenancy agreement used for letting.
- Not discriminate in respect of race, colour, ethnic or national origin, gender, disability, age, religion or sexual orientation in any aspects of the provision of letting.

3.3 Public Register

- Landlords who give an expressed permission on an application form for the promotion of their business must be aware that their details may be listed on promotional literature such as internet websites. Further information will be given by the scheme operator.

3.4 Continuing Improvement

- Scheme operators will work with members to monitor the standard of their properties and where appropriate provide improvement guidance.
- Scheme operators will provide professional development opportunities to landlords during the course of their membership and shall be given recognition for achievement.
- Scheme operator will undertake to review the scheme and its standards at regular intervals and where necessary introduce changes to the scheme in order to improve the service it provides to members.

3.5 Disciplinary matters

- Disciplinary action will be reported in an open and transparent way.
- Landlords who lose their accredited status will no longer be participants of or eligible for any of the benefits of the Scheme.
- The scheme operator will consider the status of accredited landlords who do not rectify hazards identified under HHSRS inspections upon request. Such landlords will have the opportunity to make representations to the scheme operator before having their membership revoked.
- Landlords who lose their accredited status will also lose their accredited status for all properties within their portfolio. Where a particular property has failed to meet the schemes requirements and the landlord has been removed from the scheme this property concerned will be referred for enforcement action.
- The scheme operator 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.

- The scheme operator will consider breaches of the requirements of the Scheme and where necessary will make representations to a Review Panel hearing. The Review Panel will comprise of 3 independent A&List members one of which to include a Landlord Association member.
- The decision from the review panel will be final.
- Landlords wanting to raise complaints about, or resolve disputes with their tenants should refer them to the scheme operator. The scheme operator will engage with the tenant before advising both parties on how it proposes to deal with the matter or who it will be referred to for action.



4.0 Accredited property requirements

4.1 Property repair and maintenance

At the commencement of the tenancy both landlord and tenant should be clear about responsibilities for repairs and maintenance of the property. Where minor repairs have been identified prior to the start of the tenancy agreement, works and completion dates should be agreed in writing.

In addition to these, however, are repairing responsibilities implied within any contract, whether they are formally expressed in the tenancy agreement or not. These are given by law.

Generally, the building itself and the immediate surroundings must be able to withstand normal weather conditions, and normal use by tenants and their visitors. The property must be in a reasonable state of repair both internally and externally, and free from category 1 hazards as identified in Housing Health and Safety Rating System (HHSRS) at the commencement of the tenancy.

Essentially, the property should offer no unacceptable level of risk to the health and safety of the tenants or their guests. As landlords you must always remember that if the tenant and/or guest suffer from injury due to shortcomings within the property you will be liable for damages.

- **Priority One** - Emergency Repairs: Any disrepair that poses a risk to the health and safety of the tenants or serious damage to the property or residents' belongings. To be completed within 24 hours of defect being reported;
- **Priority Two** - Urgent Repairs: Any disrepair that materially affects the comfort or convenience of the residents. These repairs should be completed within 5 working days of the defect being reported;
- **Priority Three** - Non Urgent day-to day repairs: Reactive repairs not falling within the above categories. To be completed within 28 days of defect being reported.

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 timescales if damaged or disturbed during repairs.

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 and behave in a professional and courteous manner at all times whilst at the premises.

4.2 Section 11, Landlord and Tenant Act 1985

This is a statutory implied term which states that the landlord must keep in repair:

- the installations for the supply of water, gas, electricity and sanitation
- the installations for the supply of space heating & water heating
- the structure and exterior of the property
- the communal areas & installations associated with the dwelling

Landlords have the right to access the property for the purpose of viewing its condition and the general state of repair. The landlord must attend at a reasonable time of the day having given at least 24 hours notice in writing.

However, if the tenant denies the appointment on the grounds that it is inconvenient then the landlord cannot enter the property, barring emergency situations. It is expected of the tenant to consent to a rearranged time that is convenient so as to facilitate the landlord in viewing the condition & state of repair of the property.

If the tenant refuses to allow the landlord access to initiate repairs, the tenant will not be in a position to complain about the property or claim for damages for disrepair. If the tenant refuses to allow the landlord access at all, the tenant is in breach of contract.

As a general rule, landlords should ensure that at least one of the tenants is present when accessing the property. By entering the property either without tenant permission or without a tenant present, you leave yourself vulnerable to claims of harassment, theft and breach of the 'covenant of quiet enjoyment'.

4.3 Housing Health and Safety Rating System (HHSRS)

This is the method used by local authorities to assess housing conditions, and applies to all dwellings, including owner-occupied and privately rented properties.

The HHSRS as a system assesses the likely risk of harm that could occur from any 'deficiency' or 'hazard' associated with a dwelling. A hazard is any risk of harm to the health and safety of an occupier or visitor that occurs as a result of a property deficiency. Hazards that are avoidable should not be present when an assessment is carried out.

If a particular hazard constitutes a severe threat to health & safety, it is regarded as a Category 1 Hazard, to which the local housing authority have mandatory powers to enforce the appropriate remedial action. The local housing authorities also have discretionary enforcement powers should the property display less severe threats to health and safety. These are regarded as Category 2 hazards.

4.4 Landlord responsibilities under HHSRS

The HHSRS is a method of risk assessing hazards that may be found in residential accommodation. Landlords should ensure that properties and boundaries are maintained, as reasonably practicable, free of any avoidable or unnecessary hazards as listed in the table on the following page.

Physiological	Psychological	Infection	Accidents
Damp and mould growth	Crowding and space	Domestic hygiene, pests and refuse	Falling between levels
Excess cold	Lighting	Personal hygiene, sanitation and drainage	Falls associated with baths etc.
Excess heat	Noise	Food safety	Falling on level surfaces
Volatile organic compounds	Entry by intruders	Water supply	Falling on stairs
Biocides			Electrical hazards
Lead			Flames, hot surfaces
Asbestos & manufactured mineral fibres			Structural collapse and falling elements
Carbon monoxide & fuel combustion products			Position & operability of amenities
Uncombusted fuelled gas			Fire
Radiation			Explosions
			Collision and entrapment

The landlord is responsible for:

- The exterior and structural elements of the dwelling:

- Including essential facets of the property such as access, communal areas within the landlords' control, amenity spaces, garden, yard walls etc unless otherwise stated in the tenancy agreement.

- The installations within and associated with the dwelling for:

- The supply and use of gas, water and electricity
- Provision of food preparation
- Provision of personal hygiene, sanitation and drainage
- Adequate ventilation
- Space heating and water heating

4.5 Amenities

Visual appearance

Within the landlord's responsibilities and reasonable endeavours the visual appearance of dwellings, outbuildings, gardens and 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 contains facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen, unless provided by the tenant

Hygiene and Waste Disposal

All facilities for the storage, preparation and cooking of food will be capable of being readily cleaned and being 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.

Landlord must inform tenants of the need for proper refuse management. All appropriate steps are taken to enforce all tenancy agreement clauses relating to proper refuse disposal.

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.

Internal layout

They do not let dwellings, or parts of, if the internal layout is likely to be prejudicial to the health, safety for 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.

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

Freedom from hazards

Properties and boundaries are maintained, as reasonably practicable to be free of any avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System Housing Standards (HHSRS).

All endeavours must be made to reduce the risks to the health and safety of tenants and where a Category 1 hazard is identified under the Housing Health and Safety Rating System, this must be rectified by a landlord.

4.6 Gas Safety

Gas Safety Certificate

By law, landlords must provide an up-to-date gas safety certificates (CP12 FORM) to their tenants, This certificate must be carried out annually by a Gas Safe registered engineer. To check that your engineer is gas safe registered visit www.gassaferegister.co.uk

Gas Appliance 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 1998.

Clear written instructions in the safe use of all central heating and hot water systems are available on request.

4.7 Electrical Safety

Electrical Periodic Inspection Reports (PIR)

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 scheme operator. A domestic electrical installation Periodic Inspection Report (PIR) should 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.

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 Manufacturers instructions.

Electrical Installations and Appliances

Reasonable steps must be taken to ensure that all electrical appliances provided by them 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. Instructions in the safe use of all electrical appliances (including cookers, space and water heaters, refrigerators and freezers) will be given upon request.

The Electrical Safety Council (ESC) has published guidance - the Landlords' Guide to Electrical Safety for further reference.

4.8 Heating and Energy Performance

Space Heating

Each unit of accommodation shall be provided with satisfactory fixed heating in accordance with HHSRS requirements. The heating needs to be controllable and sufficient to maintain the temperature of the room at 21oC when the external temperature is -1 oC. The output of the heater needs to reflect the thermal characteristics of the accommodation which include the heat losses through walls and draughts and the volume of the room.

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.

Energy Performance Certificates

From 1 October 2008 landlords are required to provide an Energy Performance Certificate when they rent out a home. An Energy Performance Certificate (EPC) gives information on the energy efficiency of a property you want to let.

The rating is based on factors such as age, property layout, construction, heating, lighting, and insulation. The ratings are standard so a tenant can compare the energy efficiency of one home easily with another. The typical rating for a home is D or E. For further information see government guidance <http://www.communities.gov.uk/publications/planningandbuilding/epcsrentinglandlords>

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 adequate insulation to roof void areas (where appropriate). 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 scheme operator will assist with the provision of such information.

4.9 Fire Safety and Security

Fire safety guidance

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. Landlords must refer to LACORS (Local Authority Co-ordinators of Regulatory Services) Housing Fire Safety guidance and the Fire Risk Assessment form (self-assessment pro-forma).

Single dwelling Fire Safety

As a minimum all dwellings are provided with minimum 10 year battery life operated smoke alarms, suitably sited, and any other recommended piece of fire fighting equipment.

Where an electrical rewire or other substantial electrical work is carried out it is recommended that it include a mains wired smoke alarm system with detectors that comply with LACORS guidance, sited to protect the route of escape in case of fire.

Fire Safety in Houses in Multiple Occupation (HMOs)

Houses in Multiple Occupation (HMOs) are provided with fire safety measures in accordance with current legislation. All HMOs must comply with national and local authority standards, regulations and other statutory requirements. Contact the scheme operator for further information.

Security Measures

They 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 high risk Houses in Multiple Occupation, 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.



5.0 Mandatory, selective and additional licensing scheme

Mandatory Licensing

Mandatory licensing was introduced for House in Multiple Occupation (HMO) under Part 2 of The Housing Act 2004 requires a landlord to apply to the local authority for a license. Mandatory licensing relates to HMO's which are 3 or more storey's high and have 5 or more people in more than 1 household who share amenities.

Selective Licensing

Part 3 of the Housing Act 2004 gives local authorities the discretion to introduce selective licensing schemes to cover all privately rented property in areas which suffer, or are likely to suffer from, low housing demand and also to those that suffer from significant and persistent anti-social behaviour.

Following an announcement made by the Department for Communities and Local Government (CLG) on 1 April 2010, the requirement for local authorities to seek the permission of the Secretary of State before introducing licensing schemes has been removed.

The use of this discretionary power is subject to local consultation and the consent of the Local Authority under 'general consent'. If a property falls within a selective license area a landlord will be required to apply to the local authority for a license.

General consent is not a legislative change but simply represents a change to the discretionary licensing process. It does not allow local authorities to reduce the evidence gathering and consultation they currently must undertake before making an application, nor does it mean they cannot be challenged if the application fails to meet the necessary requirements.

Additional HMO Licensing

Section 56 of the Act gives powers to Local Authorities to designate areas, as subject to additional licensing in respect of some or all of the HMO's that are not already subject to mandatory licensing.



6.0 Managing a tenancy

6.1 Pre – tenancy guidance

The initial contact with a prospective tenant is an opportunity for you to give a full description of the property for rent, and to take vital details about the potential tenants. Having a checklist ready is a good idea.

You will need to take some personal details such as:

- Full name and contact telephone numbers
- Do they have children?
- Do they have pets?
- Does anyone in the household smoke?
- Do they have referees?

If it is difficult to get answers to any of your questions, then maybe you should look at other potential tenants who can provide basic information.

6.2 Managing and letting agents

If you do not live close to your rented property, are inexperienced as a landlord or wish to leave the management and running of the property to someone else, you may wish to use a Letting or Management Agent

An agent will provide a number of services:

- A full management service including the advertising, letting and management of the property.
- A tenant find service

They will charge a fee for their services. It is always wise to choose an Agent who is a member of recognised professional body as they are required to operate to national standards recognised by approved bodies.

Some local authorities also operate an Accredited Letting Agent Scheme and/or Managing Agent Accreditation Scheme. Please contact your local scheme operator for further information.

6.3 References

As an accredited landlord it is essential that you seek references from prospective tenants.

Your ideal references should consist of

1. A credit check which you may obtain from an agency for a small fee. This is your strongest check.
2. An employer's reference from a current or prospective employer including levels of earnings to show ability to pay rent.

3. A reference from a previous landlord or letting agent, if available.

There are many referencing agencies which will carry out these references for you for a small fee and there are rent guarantee insurance products available which will carry out these references for you as part of the service.

Some local authorities also operate a discounted or free referencing service for prospective tenants. For more information please contact your local scheme operator.

The Data Protection Act requires you to inform the applicant that you intend to carry out these checks and you should obtain written agreement from the applicant for your intended actions.

Always reference your tenant or take a guarantor

6.4 Guarantors

A guarantor is someone who provides a legal guarantee for all of the responsibilities of the tenant arising from the tenancy. In terms of letting, it means someone who agrees to pay for any rent arrears (or damages arising from any other breach of tenancy) incurred by the tenant.

The guarantor needs to be able to assume these responsibilities and should be a home owner and working with a wage that allows the additional burden of the tenant's rent to be met.

You should always consider a guarantor if a tenant can not provide an acceptable credit score and is unable to satisfy your requirements for references.

In the event of a claim against the guarantor, a Court will need to see that the guarantor had been advised of his potential liabilities prior to the tenancy start and you should provide this in writing.

You should then carry out the references, as above, on the Guarantor.

The guarantee should be for the length of the tenancy, including any continuation after the fixed period.

On the first occasion, you would benefit from advice from a Landlord Association or Solicitor.

6.5 Inventory

The inventory is not just a list of contents- it should note the condition of every single item of value, piece of apparatus or furniture in the property. The inventory is a reminder of what state the house and its contents was in on the day the new tenants took over. A detailed inventory should hopefully avoid disputes, particularly in regards to the deposit. Always remember to take a record of the meter readings in the inventory.

This will be a key point of reference when deciding to charge for repairs/replacements at the end of the tenancy agreement. If there is a dispute between landlord and tenant, it is the landlord who has the 'burden of proof', not the tenant.

A detailed inventory is carried out at check-in, if possible in the presence of the tenant (or tenants 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 scheme operator will provide advice on good practice in managing inventories if requested, including the use and validity of photographic material.

There is a proper check-out inventory, if possible in the presence of the tenant (or tenants 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.

6.6 Photographs

Further to the written inventory, it is now commonplace for photographs to be taken of the property. It acts as an extra frame of reference and may help settle disputes. However, the use of digital photographs is not always accepted by court as valid evidence so it would be expedient to print the photographs and for both parties (landlord

and tenant) to sign and date the photographs as a fair and accurate reflection of the condition of the property. Some landlords are now taking videos at the beginning and end of the tenancies.

6.7 Deposits and Tenancy Deposit Protection

The return of deposits is one of the most common concerns for tenants, and often highly contentious. Whilst the majority of landlords operate honestly and quickly, some of the more unscrupulous ones refuse to reimburse any of the money, whilst others charge excessively and unfairly. This has led to the introduction of the Tenancy Deposit Scheme (TDS).

The Tenancy Deposit Scheme (TDS) became active on 6th April 2007, as outlined in the 2004 Housing Act. It is essential as a landlord that you are aware of this new legislation and what is required of you.

Where a deposit is taken a clear written inventory detailing everything that the deposit covers, must be drawn up, signed and dated by both parties. There are two main schemes, reference to the Tenancy Deposit Scheme and the body it is held with should be stated in the tenancy agreement provided by the landlord i.e. the Custodial scheme or Insurance based scheme.

How the landlord returns the deposit will be intrinsically linked to the Tenancy Deposit Scheme used.

If a landlord fails to protect a deposit they would be unable to issue a Section 21 'no-fault' notice to seek back possession of the property after 6 months of the tenancy agreement.

Also the tenant(s) can apply for a court order requiring the deposit to be safeguarded or the prescribed information to be given to the tenant about the scheme in which the deposit has been entered.

- the court must also order the landlord to pay to the tenant a fine of three times the deposit amount within 14 days of the making of the order.

The Custodial scheme:

- The tenant pays the deposit to the landlord;
- The landlord then pays the deposit into the scheme;
- The landlord must then provide the tenants the prescribed information regarding which scheme is being used, within 14 days of receiving the deposit;
- If the landlord and tenant agree at the end of the tenancy on how much of the deposit is to be deducted, they will then contact their scheme to return the deposit.

The custodial scheme is free to use and open to all landlords from The Deposit Protection Service (The DPS) visit www.depositprotection.com or call 0844 4727000

Insurance-based scheme:

The processes are the same as those of the custodial scheme. However, there are two major differences: the landlord retains the deposit and pays a premium to the insurer.

If there are any disputes at the end of the tenancy, the landlord must put the disputed amount into the custody of the scheme until the issue is resolved

There are 2 different companies you can use for this insurance based scheme:

mydeposits is a partnership between the National Landlords Association and Hamilton Fraser Insurance. This insurance-based tenancy deposit protection scheme enables landlords, either directly or through agents, to hold deposits. Letting agents can also join the scheme. For more information, visit www.mydeposits.co.uk or call 0844 980 0290.

The Tenancy Deposit Scheme (TDS) is an insurance-backed deposit protection and dispute resolution scheme run by The Dispute Service that builds on a scheme established in 2003 to provide dispute resolution and complaints handling for the lettings industry. The new scheme enables letting agents and landlords to hold deposits. For more information, visit www.thedisputeservice.co.uk or call 0845 226 7837.

6.8 Moving-in day

It is highly recommended that you (or one of your employees) visit the property on moving-in day. This is an ideal opportunity to acquaint yourself with your new tenants, to outline management practices, to establish your responsibilities and those of the tenants.

Provide the tenants with a copy of the appropriate tenancy agreement, signed by all parties. **You are legally obliged to give a copy of the tenancy agreement to the tenant(s)**

A welcome pack will outline in full how you, as a landlord, intend to facilitate the smooth running of the tenancy. It is a highly useful tool, which will demonstrate that you are a professional landlord committed to a high standard property and a quality service. This should induce good relations between yourself and the tenants.

The following mandatory information and documents need to be provided:

- A valid annual gas safety certificate by a Gas Safe Register contractor
- An Energy Performance Certificate (EPC)
- A full copy of the tenancy agreement
- Details of the Tenancy Deposit Scheme (TDS) being used

Other details that should be provided are;

- A Domestic Periodic Electrical Inspection Report safety certificate
- A full inventory for the property and photographs (if applicable)
- The meter readings, taken on moving-in day
- Information on all the appliances and how they work i.e. the boiler
- The contact details of the utility companies i.e. gas, water, electricity
- Emergency and repair reporting procedures, anticipated response times
- The day on which bins and recycling are collected, provide any alley keys
- Anti-social behaviour and tenant's responsibilities
- How to end of tenancy, duties and cleaning responsibilities

And if applicable

- A copy of your selective or additional license, HMO license and any PAT certificates
- The alarm code for the property and any other security details

6.9 Tenancy Inspections

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.

It is sound management practice to carry out three routine visits throughout the tenancy. It may also raise awareness of any problems not apparent on moving-in day, or that have developed since.

Ideally, the initial inspection should take place during the first month of occupancy. The tenants can bring to your attention any outstanding repair work or issues they may have. As the landlord, you can also pre-empt any potential problems by advising on your expectations. Second inspections should be after month 4 and/or a inspection if renewing the tenancy.

The scheme operator will carry out sample property inspections under the Housing Health and Safety Rating System (HHSRS). You will be contacted by the scheme operator in advance and have the opportunity to attend.

Remember to always give at least 24 hours written notice of your intention to visit the property.



7.0 The contract / tenancy agreement

Assured Shorthold Tenancies (AST) and Shorthold tenancies are the names of the commonest forms of arrangement for the renting of property by private tenants. In their current form, they were introduced by the Housing Act 1988 but important changes were made by the Housing Act 1996 with effect from 28 February 1997. These standard agreements can be purchased from Oyez the national stationer www.oyezformslink.co.uk or provided by national landlord organisations to members, such as the National Landlords Association (NLA) and the Residential Landlords Association (RLA).

For more information please see the Communities and Local Government booklet "Assured & Assured Shorthold Tenancies – A guide for landlords" <http://www.communities.gov.uk/publications/housing/assuredassuredlandlords>

7.1 Tenancy terms and conditions

The contract or tenancy agreement is a legally binding document between yourself and the tenants. It is therefore imperative that the terms and conditions are clearly set out and explained to the new residents. We highly recommend that the scheme approved tenancy contract be used.

All tenancy agreements should include the following:

- Outline both the tenant's and landlord's responsibilities
- Clearly stated written terms on how the property is to be used
- The landlord's repairing responsibilities- priority and completion timescales
- Who is responsible for paying utility bills and council tax
- If any service charges are to be applied these must be stated, alongside an explanation as to why and the method used to calculate
- Clear reference should be made to nuisance and anti-social behaviour, to the effect that neither is acceptable
- The rental amount must be shown, as well as the dates and method of payment
- If a deposit is taken for an assured shorthold contract, the Tenancy Deposit Scheme being used by the landlord must be stated. It should also state what the deposit is being used for i.e. held against damages, rent arrears etc
- An address in England or Wales must be provided
- The tenant's name(s) and address(es)
- Up-to-date landlord contact details must be provided
- The agreement must be written in plain, eligible English and be free from unfair contract terms (guidance on this matter is available from the Office of Fair Trading)

It is also highly important that you explain the terms and conditions of the tenancy agreement to the tenants. The majority of the clauses will be self-explanatory (i.e. 'No pets are allowed on the property') but there are others that may fundamentally affect each tenant. Please see below:

7.2 Break Clause

A break clause gives the Landlord or tenant an option to give notice (usually 2 months) during the fixed term of the tenancy. Although notice under a break clause can be given at anytime during the fixed term the tenant's statutory right to remain at the property for a minimum of 6 months means that they are normally put in to give both the Landlord and tenant some flexibility after the initial 6 months'.

7.3 Joint and Several Liability

This clause invokes collective responsibility should a tenant or group of tenants renege on the tenancy agreement. It allows the landlord to legitimately seek compensation or reimbursement from the other tenants.

For instance, if one person in a house of five decides to leave the property six months early, the landlord is within his rights to demand this person's rent from the other four housemates. Similarly, if one tenant causes £300 worth of damage, the landlord could legally withhold a portion of each tenant's deposit for recompense.

Several criteria must be met for joint and several liability to be invoked:

- The tenancy start date must be the same for all tenants
- The tenancy end date must be the same for all tenants
- The rental amount must be the same for all tenants

7.4 Quiet Enjoyment and Anti Social Behaviour

Within each tenancy agreement is an inherent clause called the 'covenant of quiet enjoyment'. This is a highly important term which the landlord must be vigilant not to break. 'Quiet enjoyment' relates to many different things:

- The tenants have the right to live in the property undisturbed
- The tenants cannot be illegally evicted
- The tenant's rights should be respected

Quiet enjoyment is most often broken by landlords trying to 'persuade' tenants to leave. Rent arrears are a significant factor cited for this, as is the landlord simply wanting back possession of the property. The legal procedure for doing this, however, is to go to court for a possession order.

The quiet enjoyment clause acts almost as a 'catch-all' term; it can cover a landlord's failure to comply with his repairing covenants. It is therefore essential that remedial works are carried out within the appropriate timeframe, whilst not infringing upon a tenant's privacy. Always remember that proper notification should be given to tenants prior to attending the property, unless there is an emergency.

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 scheme operator will provide advice to the landlord and tenants, where appropriate.



8.0 Professional conduct

As a landlord you are running a business and must therefore conduct yourself in an appropriately professional manner.

There will inevitably be times when this relationship is strained, due to any number of reasons. It is at these times, however, that you must remain polite, courteous and calm. A landlord who is prepared to listen as well as to talk will inevitably find more receptive and understanding tenants.

Keeping a written record of events is sound management practice, as there is dated evidence available should the issue ever require mediation from an external party, whether it be for an inspection or to remedy disrepair.

8.1 Anti-social behaviour

Anti-social behaviour has the potential to make peoples' lives miserable. Noise nuisance, littering, drug abuse, neighbour intimidation are just some examples of anti-social behaviour.

These examples are however subject to interpretation: what one person considers excessive noise could be entirely different to their next door neighbours' interpretation. Furthermore, media stereotypes of offenders can be misleading, and it is extremely important to acknowledge that anti-social behaviour can take place in any area, at any time, and be perpetrated by any person, regardless of their age, class or social background.

As landlords it is expected that you take preventative and reactive action towards any of your tenants committing or experiencing anti-social behaviour. All local authorities have an ASB (Anti-Social Behaviour) officer who can be contacted if you need any advice or help dealing with ASB.

Responsible preventative action might include you warning the tenants of their duties to one another, to the property, to you as landlord, and to their neighbours & community. You can refer them to the clauses in the contract pertaining to anti-social behaviour and of their responsibility to behave in a 'tenant-like manner'. The tenants should be made aware that anti-social behaviour will not be tolerated and that as a responsible landlord you are obliged to take the matter further, if the behaviour warrants it (i.e. criminal offences such as drug taking).

Reactive action is your response to incidents of alleged anti-social behaviour, clearly, some cases need to be dealt with differently to others. As a responsible landlord, however, you should undertake to seek advice as soon as you become aware of a problem. You are not expected to assume the role of the police, the local authorities, or the Courts, but we do expect you to seek advice, to find out what, if anything, you can do, and to notify the relevant party. The aforementioned have the expertise and powers of enforcement that as an individual you do not.

If your tenant(s) is subjected or has experienced anti-social behaviour, it is essential that they know what to do. Again, this will depend on the seriousness of the case: if it is a criminal offence, the police should be notified immediately. At all times, however, your tenants should know that as their landlord, you will take the relevant action to protect them from anti-social behaviour.

8.2 Within the Tenancy Agreement

Both parties (landlord and tenant) are legally bound to the Tenancy Agreement, and both must adhere to the clauses within them, provided that they are fair and reasonable. For instance, there are certain duties of repair incumbent upon the tenant(s).

It is the responsibility of a tenant to:

- pay rent, on time and in full.
- maintain the property in reasonable condition;
- to prevent damage to the property or its' belongings;
- to inform a landlord of any repairs that require attention and remedial work;

For instance, if a clause within the contract states that no pets are allowed in the property (without prior consent) then each tenant has a duty to ensure that this clause is not breached.

8.3 Within the Property

Tenants are also responsible for carrying out minor, day-to-day repairs. For instance, unblocking sinks, changing light bulbs, changing batteries in smoke alarms and doorbells, tightening screws and other small running obligations reasonably incurred when living in a property.

Tenants are firmly discouraged from attempting to carry out major work to the property, such as gas or electric repairs.

8.4 Within the Community

Tenants should be informed of when their bins are collected and of any recycle schemes that are in place and that they must ensure that they are out on time. If there is an alleygate to the rear of the property a landlord should ensure that all new tenants receive a key to allow refuse to be disposed of correctly.

Tenants are obliged to behave in a 'responsible tenant-like manner'. The house should not be used for any other purpose than for dwelling, so if you are aware of any activities that might infringe upon this then it is important you address the tenants. The tenants have a responsibility to their immediate neighbours and the community in general not to cause noise nuisance, advise your tenants of the behaviour you expect whilst living in the property and in the community.

Further information can be found by contacting your scheme operator or looking on the local authority website usually under environmental services.

8.5 Rent

Generally a standing order or direct debit is set up for the payment of rent. This allows both the tenant and the landlord easy access to view rental payments, via bank statements, telephone or internet banking. It is a more convenient and efficient method of payment. It is not uncommon for tenants to fall behind on rent. This may be due to reasons beyond their control. Subsequently, if 7 days have elapsed from payment due date send a polite, courteous reminder to settle the account within one week. If the rental balance has not been settled after one week, send a second and then a final warning.

8.6 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

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 not possible.

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Stage 1 – Initial

An informal discussion between the landlord and tenant using the landlord's complaints procedure to resolve any disputes. If the complaint is not resolved it will be referred to the scheme operator who will act as a mediator to resolve the complaint.

Scheme operator to mediate within 20 working days of receiving referral

Stage 2 – Intermediate

Both parties will have the opportunity to present their case in person to a steering group. This will consist of a minimum of 3 and a maximum 6 representatives which will include a tenant / housing advice representative, an accredited landlord and the scheme operator.

Scheme operator to be informed in writing if want to progress to stage 2, steering group to be arranged 20 working days from receipt.

Stage 3 – Final

If the complaint is not resolved at Stage 2 it will be referred to an independent Review Panel comprising 3 independent A&List members one of which to include a Landlord Association member. The scheme operator is excluded from this stage and must abide by the decision which is final.

Complainant has 10 working days to inform in writing wants to take to stage 3. Once received 20 working days to arrange Review Panel.

(Stage 3 is only to be used 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:

- Complaints may be made orally or in writing to the landlord, but if the landlord cannot resolve them they must be put in writing so that they can be considered externally
- However made, complaints should be formally registered by the landlord so their progress can be tracked
- The complaints procedure should be completed as quickly as possible to minimise the damage to the landlord-tenant relationship.
- 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.



9.0 Ending a tenancy

To bring a tenancy to an end you will have to serve a written notice on your tenant. The type of notice you serve depends on when the tenancy started and why you want them to leave. You may also need to get an order for possession from the County Court. If your tenant doesn't leave after getting the court order, you may have to go back to court to get a bailiff's warrant. It is important to remember that you cannot evict your tenant yourself - you must follow the correct procedure.

There are two main types of notices, either a section 21 notice or a section 8 notice.

9.1 Ending a Fixed Term Tenancy

Section 21

Under section 21 of the Housing Act 1988 as amended by the Housing Act 1996, a landlord has a legal right to get his property back at the end of an assured shorthold tenancy (AST).

This notice is not 'fault-based' and is simply issued because you want the property back after a specified period of time; not because the tenant has done something wrong. There are situations where it is recommended pursuing possession using a Section 21 as this is a mandatory possession procedure and a judge has no discretion, as they do with section 8 possession procedures.

A section 21 notice can be issued at any time during the fixed tenancy 21(1)(a) or during the periodic tenancy 21(4)(b). You are best advised to issue the section 21 notice during the fixed term of the tenancy for a number of reasons (proof of service, coincidence of dates, etc).

A Section 21 takes at least two calendar months to expire, but cannot expire before the end of the tenancy or break clause if there is one. Once served they stay in force until you either (a) Issue a new tenancy agreement or (b) Issue a letter of extension or (c) Increase the rent. You cannot issue a section 21 notice before the start of the tenancy. Remember to keep a copy of the notice you serve.

If the tenant does not leave by the expiry date on the notice the landlord will need to apply to the court for a possession order. Provided the correct procedure has been followed by the landlord issuing the Section 21 notice, the court will have no choice but to grant the possession order.

After the court has issued the tenant with the notice to leave, if they have still not left within the required period, then a landlord can ask county court bailiffs to evict the tenant.

9.2 Ending a Periodic Tenancy

Section 21(4) (a)

Once the fixed term of the tenancy ends, unless a new fixed term is agreed upon a tenancy automatically becomes what is called a statutory periodic tenancy which rolls from week to week or month to month depending on how often rent is paid.

A Section 21 notice complying with 21(4)(a) should only be given to a tenant whose tenancy has become a periodic tenancy as a result of the fixed term ending. In these cases, a minimum of two months' notice is required and the day on which the notice expires must be the last day of a period of the tenancy.

Section 8 Notice

If a landlord wishes to regain possession before the end of the agreed term, this may be possible if he can show certain conditions have been met. In order to do this he must first issue the tenant with a valid section 8 notice to quit.

The first port of call in evicting a tenant for either (a) rent arrears or (b) another breach of the tenancy is the service of a Section 8 Notice. These are relatively easy to fill up and the hope is that the tenant will remedy the breach by 2 weeks from the date of 'deemed receipt' (i.e. 14 days from date of service if served face to face, 15 days from date of putting it through letterbox and 16 days from posting it first class post). If the tenant does remedy the breach then you, the landlord, do not need to pursue the case. If however, the breach is not remedied then it is necessary to instigate proceedings in the County Court using Court Forms N5 and N119 together with the relevant enclosures. Remember to keep a copy of the notice you serve.

9.3 Abandonment

Abandonment is where the tenant to all intensive purposes has appeared to relinquish their tenancy and decided to have taken the option of moving out without prior notification.

However, even if a landlord suspects that the tenant who may be heavily in arrears has left, the fact remains that the tenant in the eyes of the law is still the tenant and thereby retains all legal rights attached to the tenancy. A tenancy can only be brought to an end by the landlord obtaining a Court order for possession or by a surrender or similar act by the tenant.

9.4 End of Tenancy Inspection

When the last set of keys has been returned to you, you need to inspect the house again. This is generally done on hand-over, the formal returning of the property at the end of the tenancy. It is essential that this is done BEFORE any new tenants move in, otherwise you will have no claim against the deposit of the previous tenants, repairs or replacements.

On this inspection you should:

- Check tenant has carried out the responsibilities outlined to them
- Look at the cleanliness of the property
- Check for breakages/missing items.
- Check the condition of the fixtures and fittings
- Check for any signs of 'fair wear and tear'.

9.5 Withholding a deposit

A deposit is taken to protect the landlord from any infringements on the tenants part of their tenancy agreement. The landlord must always be aware that any charges that they levy upon the tenant(s) have to be fair and legitimate. At all times they must be reasonable. Where there is a dispute about the return of a deposit the onus will be upon the landlord to provide evidence to the relevant tenancy deposit scheme who will make the final judgement of award through their respective dispute resolution process. A deposit may be withheld for:

Damage/Theft

It is important to note that damage is not the same as 'fair wear and tear'. Replacement of damaged or broken items should where practically possible be on a like-for-like basis.

Rent Arrears

A landlord can withhold all or part of the deposit to cover the lost revenue due to rent arrears.

Unpaid bills

The tenancy agreement should specify which, if any, utility bills the tenants are liable for. If the tenants are responsible for paying for the utility bills and other costs then all accounts must be settled at the end of a tenancy. If you are satisfied that all bills have been paid, you should return the deposit in full.

Cleaning costs

It is in both the interests of both parties that the property is clean and tidy upon the completion of their tenancy. The costs of removing or disposing furniture left by the previous tenants can be included within the cleaning costs

If professional cleaners are hired to retain a receipt, a copy of which should be provided to the tenants to show that your deductions from their deposits are fair and reasonable.

Any Northwest local authority scheme displaying the **Authorities and Landlords improving standards together (A&List NW)** logo or stating that they operate in accordance with 'Authorities and Landlords improving standards together' North West regional Landlord Accreditation Scheme (LAS) must comply with the A&List NW regional LAS Code of Standards and Management Practice.

Authorities and Landlords improving standards together (A&List NW) reserves the right at any time to amend the content of the Scheme or its operation subject to consultation with the relevant parties of **Authorities and Landlords improving standards together (A&List NW) steering group**.

Adoption of the A&List Landlord Accreditation Scheme (A&List LAS) Code of Standards and Management Practice and compliance or non-compliance with the provisions of the Scheme does not affect the statutory rights of tenants or prospective tenants.

Members of the A&List Landlord Accreditation Scheme agree to comply with and accept that the scheme operator cannot make amendments to the content or the operation of the scheme. s to the content and or operation of the Scheme. The scheme operator may operate recognition for attainment of standards higher than those set out in the Code.

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