

Management standards

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Advertising and Viewing

All property details must be reported accurately without misrepresentation to prospective tenants. Where a property is marketed at more than one source the details of the terms of the let should be consistent.

All prospective tenants will be granted an opportunity to view the property, with consent of existing tenants if required, prior to granting a tenancy. If, at the time of viewing, any works, refurbishment, or new furniture are known to be required, those matters shall be recorded in writing and sent to the prospective tenants prior to signing the contract. A proposed list of the items to be provided will be available at all viewings.

Referencing

All landlords must obtain robust references for prospective tenants before they make a new tenancy agreement. The main purpose of referencing is to assist in the reduction of anti-social behaviour. Landlords may be asked to provide evidence as to how the references have been obtained. Examples of information you will need from a prospective tenant will include:

- Current and previous addresses with landlord details from last three years (where applicable).
- Contact details including full name and dates of birth.
- Details of other persons who will be living with the tenant.
- Proof of identification.
- Proof of entitlement to remain in the UK

Other checks you may want to make are:

- Have they got written references from previous landlords or letting agents.
- Proof of employment.
- Whether or not they are a Local Housing Allowance (Housing Benefit) claimant.

All members of PLAN can access the free tenant referencing service for prospective tenants which includes previous housing history, affordability, crime and anti social behavior markers.

Tenancy Agreement

All tenants should be provided with a valid written tenancy agreement, detailing the terms and conditions of which they occupy the house. The agreement will contain details such as the length of the tenancy, rent payable, due date and include clauses regarding nuisances and anti-social behaviour.

Landlords must ensure that:

- They provide up to date tenancy agreements that use Plain English.
- Avoid using overlong and complicated contracts and comply with the Unfair Terms Regulations
- They act within the responsibilities contained within the agreement.

Tenancy agreement templates can be located at:

<https://www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy>

The NRLA also provide members full access to resources including tenancy agreement templates.

Tenancy Deposits

If a landlord is to request a returnable deposit it must be a reasonable amount, this can be no more than 5 weeks rent. The landlord should issue a receipt for any deposit taken. The tenancy agreement should contain details of when a deposit would be withheld, i.e., for rent arrears, damages, clearance and any other reasonable costs insecure to the landlord by the tenant's breach of tenancy agreement.

Protecting your Tenant's Bond/Deposit

Any bond or deposit must be protected by one of the government's nominated schemes within 30 days of receiving it from the tenant. If it is not protected within 30 days, a court order may be made requiring the tenant be paid three times the amount of the deposit and that the deposit is returned to the tenant or protected in a Scheme. Failure to protect a deposit will jeopardise possession proceedings using a section 21 notice.

After the deposit has been protected you must supply the Prescribed Information and comply with the Initial Requirements of the particular scheme that you use. The three Schemes have different rules and procedures that apply to them. These rules apply to anyone who receives a deposit and not just the landlord.

Further information regarding tenancy deposits schemes can be found at <https://www.gov.uk/tenancy-deposit-protection>

How to Rent Guide

At the outset of each tenancy, including tenancy renewals, the current paper copy of 'How to Rent' guide must be provided to all tenants. Failure to do so may invalidate a S21 notice.

A most up to date copy can be located at

www.gov.uk/government/publications/how-to-rent

Tenancy Sign Up

A landlord will provide all necessary keys to the tenant on the first day of the tenancy.

A landlord will take meter reading from utility meters and provide a copy of the meter readings to the tenant.

Inventories

At the start of the tenancy, the tenant will be provided with an accurate inventory. This is so any disputes over the condition of the property, fixtures, fittings decoration and any furniture can be resolved easily at the end of a tenancy.

- An inventory will detail not only a list of furniture, fixtures and fittings but also provide a description of condition, decoration and cleanliness.
- The tenant should be given seven days to check and agree the inventory, particularly with regard to determining that appliances such as washing machines, ovens, showers etc. are in proper working order.
- The inventory will be checked and signed by both parties with each keeping a copy. Photographs are a useful method of verifying

condition providing that they are clear. Any amendments to the inventory made during the year should be initialled or signed by both tenant and landlord.

- At the end of a tenancy, the landlord and tenant should check the condition of the furniture, fixtures and fittings against the original inventory and any photographs taken. This allows both parties to agree on the final condition of the property and its contents. Wear and tear should be considered. Contact will need to be made with the appropriate rent deposit scheme holder for any disputes over any proposed deductions.

Information given to tenants

A landlord must ensure that they provide the following details to each household: -

- The name, address and telephone number of the manager of the property.
- Instructions for using the heating system, the washing machine and any other gas and any electrical appliances provided
- Emergency contact numbers
- Response times on repairs (see Page 26)
- Suppliers of utility services and clarification on payment (top up card or bill)
- Refuse collection and recycling arrangements
- Copies of any standards which the landlord must, or has agreed to, comply with such as the code of conduct for PLAN or licence conditions if it is within a licensing area.

Energy Efficiency Measures

An Energy Performance Certificate (EPC) is to be provided to the tenant before they occupy the property. Failure to do so may invalidate a s21 notice. The certificate is valid for 10 years, but

reinspection should be undertaken if any measures are carried out that will affect the rating during the ten-year term (The Energy Performance of Buildings (Certificates and Inspections) Regulations 2007, as amended). From 1 April 2020 all tenancies must be rated E or above.

During the Tenancy

Communication

Landlords must communicate clearly, promptly and informatively with the tenant on any matter that affects the property, its management and the tenant's safe and peaceful occupation of the accommodation.

Rent

The landlord must ensure that: -

- Prospective tenants are issued with a clear statement of the rent to be paid, including the dates when due and amount of rent to be collected. A clear method of payment should be agreed which should consider any rent not paid by direct methods.
- They provide written receipts and a proper rent account when requested by a tenant for monies demanded. Where a payment is made in cash a receipt must be issued at the time the payment is made.
- They carry out any rent reviews in line with the appropriate legislation.
- They liaise effectively and quickly with the appropriate authorities over matters of benefits for which the landlord may receive direct payment.
- Attempt to resolve the issues of arrears as soon as possible with the tenant. Advice and support should be sought if necessary.

Tenancy Disputes

The landlord must ensure that they: -

- Advise a tenant how they wish to be contacted about any problems that arise during a tenancy.
- Provide emergency contacts for out of hours repairs, including any details of any service contracts which have been established.

- Keep all written records about property management.
- Keep a record of any complaint made by the tenant or a third party and record the outcome of the complaint.
- Seek to deal fairly with all parties and endeavour to resolve any disputes linked to the property, their tenant and their tenant's family and visitors to the property including a dispute with a neighbour, by informal means promptly and lawfully.
- Follow the due process of law in all disputes with their tenants, in relation to the recovery of rent arrears and the repossession of property.
- In the case of anti-social behaviour, reasonable steps must be taken to resolve the issue, which may involve liaising with the tenant, neighbour and relevant agencies. A landlord is not expected to take part in any resolution of a problem that may put them in personal danger.

Repairs, Maintenance and Property inspections

Landlords will respect the tenant's right to peaceful and quiet enjoyment of the property and must give the tenant adequate notice of entry before inspecting a property, except in the case of an emergency.

The landlord must ensure that they: -

- Have an appropriate programme of inspection to ensure that the property is free from disrepair.
- Respond promptly whenever notified by their tenants that a repair is needed to the property. They will carry out all repairs within a reasonable time of being notified, and repairs will be completed to a satisfactory standard.
- Have established procedures for dealing with repairs and make tenants aware of these. The responsibility for repairs should be set out clearly in the tenancy agreement.

- Advise tenants of any planned programmes of repairs and carry these out with due regard to the convenience and access made available by the tenant.
- Have work carried out in a professional manner and consider the tenant to minimise disruption as far as possible.
- Make good decorative finishes for which they are responsible within a reasonable timescale.
- Ensure that under normal circumstances the following repairs completion performance standards should be achieved: -

Priority 1 – Emergency Repairs

Those that are required to avoid danger to health, risk to the safety of residents, or serious damage to buildings or internal contents – completed within 24 hours of report. In circumstances where this is not possible best temporary arrangements will be carried out.

Priority 2 – Urgent Repairs

Repairs to defects which materially affect the comfort or convenience of the residents – completed as soon as possible and as a maximum within five working days of report. Where a new appliance is required it will be replaced within 21 days of the initial report.

Priority 3 – Non-Urgent Repairs

Repairs not falling within the above categories – completed within 28 working days of report.

Within the responsibility of the landlord, ensure that the visual appearance of dwellings, outbuildings, gardens, yards and boundaries are maintained in a reasonable state so as not to detract from the visual amenity of the area. This will include enforcing tenancy conditions where appropriate.

Waste Management

Suitable wheeled bins for the storage and disposal of refuse will be provided at the property. The bins must be kept within the boundary walls and placed out on the day of collection and returned to the property once they have been emptied.

Ensure at the start of any tenancy that there are the right bins in place for the tenant to use and where missing contact the Council in order to arrange replacement.

Landlords / managing agents will advise tenants of the arrangements for the collection of waste and provide information regarding recycling of their waste at the start of their tenancy.

Water, Electricity and Gas

The landlord must ensure that: -

- The water supply and drainage is maintained in proper working order. In particular, storage tanks must be effectively covered to prevent contamination of water, and pipes should be protected from frost damage.
- An Electrical Installation Condition Report is carried out every 5 years and confirmed that the electrical installation is 'satisfactory'. This is now a legal duty and not a recommendation. The supply and maintenance of gas and electricity to the property is not unreasonably interrupted.
- The annual gas safety record and electrical installation condition report must be provided to the council within 7 days of the council making a written request for such.
- Gas Safety certificates must be retained for a period of at least two years.

Fire Safety and Carbon Monoxide Safety

The Regulatory Reform (Fire Safety) Order 2005 requires all landlords to conduct a fire safety risk assessment and implement any works deemed necessary to reduce risk from fire.

The landlord must ensure that: -

- Means of escape from fire are kept free of obstruction and kept in good order and repair.
- Where provided, fire-fighting equipment, emergency lighting and alarms must be kept in good working order and tested on a regular basis.
- A property is fitted with adequate and working smoke alarms fitted in accordance with the relevant standard.
- All exit routes in a property including hallways, landings and staircases, so far as long as they are under the control of the landlord, should remain free of obstruction to enable safe evacuation in a fire.
- Carbon Monoxide Detectors are to be fitted in every room used as living accommodation where there is a solid fuel appliance.

End of Tenancy

Landlords should serve correct notices, in a written form and on prescribed forms, in a timely manner should they wish to terminate a tenancy for a legitimate reason and refrain from any act of harassment, illegal or retaliatory eviction. Before any proceedings are commenced, the tenant should be notified of any breach of the tenancy agreement.

Viewings and Inspections for re-letting

In the weeks before the end of a tenancy the landlord must obtain the consent of the outgoing tenant for suitable times for viewings of the property.

Pre-end of Tenancy Visits

A landlord will arrange with their tenant to visit the property 7 days before the end of the tenancy to carry out an inspection and agree the

arrangements for the end of the tenancy. This will allow both parties to discuss any potential problems with the tenancy and potential for deductions from the deposit.

Carrying out the inspection a week prior to the end of tenancy will allow the tenant an opportunity to rectify any identified problems, and therefore satisfy the landlord and avoid a claim against the deposit.

Utility Bills & Inventory

On the last day of the tenancy, closing readings for the utilities will be agreed and current suppliers identified. The landlord will notify the utility companies that supplies need to be billed to the landlord or incoming tenant the day after the outgoing tenant vacates. The landlord will request forwarding address for the tenant.

At the end of the tenancy the landlord will check the inventory preferably in the presence of at least one of the tenants to ensure that both parties agree the facts once the tenancy is ended.

Both parties will sign and date the exit inventory with a copy being issued to the departing tenant.

Returning Deposits

If a deposit was charged at the start of the tenancy then it must be administered according to the rules and regulations of the particular deposit scheme with which it was registered.

Any non-disputed amount will be returned to the tenant within the given time period or referred to the small claims court.

Untenanted/Empty Properties

The landlord must ensure that: -

- Empty properties are kept in a secure condition including setting of security alarms and providing contact details to a trusted neighbour or the Police.

- The property is checked regularly to ensure it is secure, free from external rubbish and litter, and that the roof, plumbing and fabric of the property is safe and sound.
- They respond quickly and efficiently to re-securing a property if it is broken into.
- Make efforts to ensure that properties do not remain void and are brought back into use as soon as is reasonably practicable.
- Notify straight away the Council Tax Team when the property becomes vacant and when it is tenanted again.

Documents needed to apply:

1. Where gas is used in the house a current and valid Gas Safety Certificate (CP12) issued by a Gas Safe registered engineer.
2. A copy of the current electrical installation condition report. The report must be produced on the recognised form (British Standard 7671). The inspection must be carried out by an authorised competent person who is a member of an approved scheme (e.g. NICEIC or ECA).
3. A plan of the premises. This plan should be used to identify the bedrooms and the number and location of amenities within the house. It need not be to scale but should indicate room dimensions. It should also show the position of any smoke/heat detectors/alarms and any fire doors installed in the house.
4. A current and satisfactory electrical fire alarm certificate for the premises carried out in accordance with the manufacturer's instructions, by a competent engineer, and in accordance with BS 5839.
5. An Energy Performance Certificate 6. Management Statement

For more information or for any queries please contact the selective licensing team on the details below:

Email us: selectivelicensing@northumberland.gov.uk

Call us on 07736623776 or 07966330748