



Accommodation for Students (AFS)/Unipol Code 2011 - 2014
for shared student housing in the private rented sector

Accommodation for Students (AFS)/Unipol Code 2011-2014 for shared student housing in the private rented sector

The purpose of the Accommodation for Students (AFS)/Unipol Code (“the AFS/Unipol Code”) is to enable Owners and Tenants to agree a set of undertakings about how they wish to do business with one another.

The criteria in the AFS/Unipol Code have been chosen to reflect a balance of common sense obligations and responsibilities between owners and tenants and set standards which are achievable by owners and tenants without significant expenditure of time and money and without prejudice to their respective legal rights.

Compliance with the AFS/Unipol Code ensures that:

- there is a positive recognition of meeting standards
- accredited properties receive priority placing on the AFS website
- there is access to an on-line tenancy generator
- owners receive regular newsletters
- owners are guaranteed automatic membership of the Landlord Forum
- owners receive discounts on training
- misunderstandings and disputes with tenants are reduced
- where problems do occur they can be promptly resolved.

AFS will ensure that the fact that an owner has agreed to comply with the AFS/Unipol Code will be made explicit on property advertisements, which will be given priority within AFS’s letting system and the AFS/Unipol Code will be actively promoted amongst students searching for housing. It is frequently the policy of universities, colleges and their students’ unions to advise their students only to rent a property where the owner is accredited.

Adoption of the AFS/Unipol Code by an owner is voluntary. Making a commitment to abide by the AFS/Unipol Code is a serious matter and a failure to meet such a commitment is a breach of faith. AFS/Unipol tests owners for the purpose of ascertaining compliance with the AFS/Unipol Code and tenants can complain where they feel a breach has occurred. Information showing that owners are not complying with the AFS/Unipol Code is in the public domain and will remain accessible for three years, even if the owners leaves or is removed from the AFS/Unipol Code.

How it works

- landlords or their Agents can be accredited on a property by property basis or they can be accredited as landlords for all their student properties.
- landlords/Agents will join the scheme for three years at a time (the AFS/Unipol Code is revised after consultation every three years) and a fee is payable to cover the cost of joining and processing the application.
- landlords have access to an on-line training course (using videos and text) providing essential and useful information about renting to students and the AFS/Unipol Code. There is a short multiple choice quiz after each course module which landlords need to pass. After passing each module of the course landlords can download a certificate as proof of their ongoing professional development.
- properties are sampled for inspection on a ratio of 1:3 for landlords with under 10 properties and 1:5 for landlords with 11 properties and over.
- a report is issued to the landlord for each inspection and, if there are any matters that need to be improved these are highlighted as “action points” and a timetable set down for their completion (in consultation with the landlord).
- a paper-based certificate is issued to each landlord accredited together with free key rings for each tenant and stickers that can be fixed within the property and any office to display accreditation.

More detailed information and how to join can be obtained at www.unipol.org.uk/AFSUnipolCode

Notes:

Licensed HMOs

In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of the AFS/Unipol Code, then compliance with the HMO licence condition will take precedence.

Provision of Documentation

Where the AFS/Unipol Code stipulates that documentation should be given to tenants this can be in either paper-based or electronic format except where a paper based format is required by statute or where a tenant requests information in a paper based format when this must be provided.

SECTION 1: EQUALITY AND DIVERSITY

Owners will ensure that:

- 1.00 In the provision and letting of housing or associated services and in the letting of contracts for services, no person or group of persons applying will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, appearance, marital status, sexual orientation or social status.

SECTION 2: MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Owners will ensure that:

- 2.00 All property details are reported accurately without misrepresentation to prospective tenants;
- 2.01 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants;
- 2.02 Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms
- 2.03 No monies for deposits or rent are demanded prior to entering into either a written agreement to rent the property or the letting agreement;
- 2.04 A full set of agreement/s are issued to the tenant/s at the grant of the tenancy written in type size of not less than 8 point containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this Code;
- 2.05 It may be useful for owners to make use of the relevant AFS/Unipol model tenancy agreement, details of which can be found on the AFS/Unipol Code website: www.unipol.org.uk/AFSUnipolCode
- 2.06 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.
- 2.07 The owner clarifies whether s/he retains responsibility for payment of water charges, utility charges and Council Tax, or whether these charges fall to the tenants to pay and that this division of responsibility is accurately reflected in the terms of the letting agreement.
- 2.08 Where any service charges are levied by the owner, that such services and charges are properly specified and detailed in the letting contract;
- 2.09 Receipts (electronic or paper based) are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit (in accordance with the requirements of the relevant deposit protection scheme), utility or service charges. Where transactions are undertaken in cash a written receipt will always be provided by the owner.
- 2.10 The name and current registered address of the property, owner/ or the manager of the property is stated on the agreement, together with the address and telephone number/s of any managing agent or organisation stated.
- 2.11 At the commencement of the tenancy, or other date mutually agreed with the tenants, all obligations on the part of the owner in regard to the repairs, property maintenance, improvements to the property and cleanliness have been fully discharged;
- 2.12 Where a property is undergoing refurbishment and the building programme is running late, and where this may result in the property not being ready for occupancy, in the event that this is not covered by an agreement the landlord/agent shall inform the future tenants, in writing, at the earliest possibility of this likelihood and its consequences for them;
- 2.13 In the event that the tenant has agreed that the landlord can undertake works within an agreed timescale, where such works render part of the property or room/s

Rent Liability

Water Charges

Utility Charges (Gas, Electricity, Telephone)

Identity and address

State of Repair and Refurbishments

Marketing the Property as Part of the AFS/Unipol Code

unoccupiable during the tenancy this should be agreed in writing. In the event that there is a designated 'lead tenant' within the property and they had provided written consent, then this would mean all the tenants had given consent.

- 2.14 In marketing a property owners should use the phrase "AFS/Unipol Code" or "AFS/Unipol Code Owner" or "Member of the AFS/Unipol Code" to describe themselves, and "AFS/Unipol Code Property" or "Property meets the AFS/Unipol Code" to describe a property;
- 2.15 Owners may use the AFS/Unipol Code logo (either as a landlord/agent supplier or for the property/ies to which they relate) in promotional materials, and electronic versions of these logos can be supplied. It is not possible to use the Unipol or AFS logos, which are for Unipol's and AFS's exclusive use only.

SECTION 3: DURING THE TENANCY

HMO Licensing

Owners will ensure that:

- 3.00 Where HMO mandatory licensing applies (under Part II of the Housing Act 2004) they have a current HMO licence, or have made application for an HMO licence, and that those properties meet or will comply with license conditions within timescales specified on each licence.

Overcrowding

- 3.01 Properties are not knowingly overcrowded.

Ensuring Possession

- 3.02 All statutory notices seeking possession are served on incumbent tenants in order to mitigate any delay and hardship caused to the owner and incoming tenants that may be caused where existing tenants refuse to give up possession at the end of their contractual tenancy.

Informing Tenants of the AFS/Unipol Code

- 3.03 A copy of the AFS/Unipol Code will be made available to all tenants. This can be done through a link on the owners' website, by giving the tenant information about where the AFS/Unipol Code is on Unipol's website or a paper copy of the AFS/Unipol Code can be given to the tenant/s. Any web links must display the AFS/Unipol Code logo in a clear manner. Unipol will make available, free of charge to Code members on request: an A5 leaflet informing tenants where the AFS/Unipol Code is displayed on Unipol's website and copies of the full Code for each property. A downloadable leaflet is also available.

First Refusal

- 3.04 Subject to reasonable performance by tenants of their obligations under the terms of their existing tenancy, the incumbent tenant/s are offered first refusal for any subsequent letting of the property.

Access

- 3.05 Where access is required for routine inspection/s, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance, save in circumstances where issuance of such notice is impractical, and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.
- 3.06 Business is pursued by him/her in a professional, courteous and diligent manner at all times;

Repairs and Maintenance

- 3.07 All properties are maintained in a satisfactory state of repair and in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1984;
- 3.08 Under normal circumstances the following repairs completion performance standards should be achieved:

Priority One – Emergency Repairs: Any repairs required in order to avoid a danger to health, risk to the safety and security of residents or serious damage to buildings or residents' belongings. Within 24 hours of report of the defect/s.

Priority Two – Urgent Repairs: Repairs to defects which materially affect the comfort or convenience of the residents. Within five working days of report of the defect/s.

Priority Three – Non Urgent day-to-day repairs: Reactive repairs not falling within the above categories. Within 28 days of report of the defect/s or by arrangements

Planned Programmes of Repair / Improvement and Cyclical Repairs Programmes

Furniture and Storage Space

Kitchen Facilities

Toilet & Personal Washing Facilities

with the occupiers after that time. Decorative finishes to be made good within reasonable timescales if damaged or disturbed during repairs;

- 3.09 Tenants are provided with a point of contact in case of emergencies.
- 3.10 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, electrical inspections and related works, fire detection and equipment servicing, gutter and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants;
- 3.11 Where a dispute occurs between the owner and tenant/s as to when a repair has been reported then the date on which the repair was reported to the owner in writing shall be the accepted date;
- 3.12 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs;
- 3.13 That contractors and trades persons will remove all redundant components and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.
- 3.14 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains/blinds which are properly hung/fitted;
- 3.15 All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply, as appropriate, with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 3.16 Kitchens should meet with the relevant Local Authority's advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards.
- 3.17 Where amenities are shared the following standards shall apply:

Number of persons sharing	1 Bathroom with WC	1 Bathroom + 1 separate WC	2 Bathrooms with WC's	2 Bathrooms with WC's and a separate WC or a 3rd bathroom	3 Bathrooms with WC's
3 or 4	✓	✓	✓	✓	✓
5	X	✓	✓	✓	✓
6	X	X	✓	✓	✓
7	X	X	✓	✓	✓
8	X	X	✓	✓	✓
9	X	X	X	✓	✓
10	X	X	X	✓	✓
11+	X	X	X	X	✓

✓ means achieves standards X means does not meet agreed standards

The term "bathroom" means a room containing a bathing facility which can either be a suitable bath or shower compartment or both.

- 3.18 Where a WC is located in a separate compartment then a wash hand basin, with hot and cold running water, should also be provided within the same compartment;
- 3.19 Where a shower/s is/are provided, they will be fitted with a waterproof surround and a screen (which could be a curtain). Where a shower is provided a suitable electrically operated extractor fan shall be fitted in accordance with Building Regulations.

SECTION 4: HEALTH & SAFETY

Housing Health and Safety Rating System

Owners will ensure that:

4.00 The property and boundary is maintained, as reasonably practicable, free of any avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System (see schedule attached to the AFS/Unipol Code). Particular attention should be paid to hazards such as: excess cold, damp and mould, noise, falls on stairs or between levels, fire and entry by intruders. Landlords who wish to conduct risk assessments on their own properties can access a guide at this website: www.assetskills.org/PublicationsServicesandProducts/HousingRatingSystem.aspx

Gas Appliances and Supply

4.01 All means of use and supply of mains gas, and alterations and repairs to gas installations, shall comply with the current Gas Safety (Installation and Use) Regulations;

4.02 All gas appliances will be serviced annually by an engineer endorsed by Gas Safe Register. Verification of the gas safety check will be provided to all new tenants at the start of the tenancy, and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants within 28 days of that safety check being conducted;

4.03 All repairs to gas supply pipe work and appliances will be carried out by a Gas Safe Register fitter;

4.04 Where a working gas fire is situated in a bedroom, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in that bedroom;

4.05 Clear written instructions for the safe use of all central heating and hot water systems will be given

Liquefied Gas/ Paraffin Heaters and Appliances

4.06 No form of bottled gas or paraffin heaters will be provided by the owner or tenants as a heating source.

Electrical Installations and Appliances

4.07 All electrical installations provided by the owner are certified as safe by a professionally competent electrician, preferably one that is registered with NICEIC – A 'competent person' is a firm that has been approved by a government-approved scheme as sufficiently competent to self-certify that its work complies with the Building Regulations Part P (Design and Installation of Electrical Installations) and is designed, installed, inspected and tested to the standard required by BS7671 in accordance with the current relevant Electrical Regulations - A document of verification shall be obtained every five years showing the electrical wiring of properties is in a safe and satisfactory condition;

4.08 All improvements to electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations;

4.09 All components used in electrical wiring installations and repairs comply with the International Standard, and all appliances will be installed in accordance with manufacturers' instructions;

4.10 All electrical appliances provided by the owner are functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner. Appliances are regularly visually inspected for wear and tear and any defects remedied;

4.11 Instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be given on request. A series of leaflets from the Electrical Safety Council can be found at www.esc.org.uk/safety-in-the-home/safety-leaflets.html.

Fire Detection and Alarm Systems

Owners will ensure that:

4.12 A fire safety risk assessment is undertaken at the property and all reasonable remedial measures found to be necessary are carried out to ensure that the property is as fire safe as reasonably practical;

4.13 The fire risk assessment includes identifying possible potential sources of ignition and fuel; identifying persons at particular risk and identifying defects, deficiencies and disrepair that may adversely affect fire safety;

- 4.14 Where there is a duty to carry out a fire risk assessment on common areas of an HMO or building comprising self-contained flats under the Regulatory Reform (Fire Safety) Order 2005 (known as the FSO), the landlord/agent will undertake such an assessment and a copy of that shall be made available to Unipol within 14 working days of such a request being made;
- 4.15 Where a house is let as a shared house on a single tenancy, then there are no 'common parts', so a risk assessment is not required under the regulations.

Further guidance is provided by LACoRS at www.lacors.gov.uk/lacors/upload/19175.pdf; the appendix to the guidance provides an example form for recording the findings of a fire risk assessment which landlords may find useful;

- 4.16 Fire protection measures are provided, appropriate to risk, to enable escape in the event of fire and may include fire separation, fire doors and emergency lighting. Automatic fire detection must be fitted as a minimum. Guidance on what is required can be found in the fire safety matrix in Appendix 1.
- 4.17 Subject to a risk assessment, emergency lighting may be required where the escape route is long and complex or where there is no effective borrowed lighting.
- 4.18 The matrix in Appendix 1 provides guidance on what fire protection measures would be deemed to be satisfactory provided that the property is of normal fire risk;
- 4.19 Tenants are provided with information explaining what fire safety measures are provided, how they operate, how to use them, what to do in the event of a fire and how to prevent fires occurring;
- 4.20 Each kitchen is fitted with a fire blanket, situated a sufficient distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker;
- 4.21 All exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the owner/agent and as far as reasonably practical), will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire;
- 4.22 The use of bedrooms, living rooms and kitchens as 'inner rooms' is avoided. An inner room is one where the only escape route is directly through another (outer) room. An inner room is only acceptable if its floor level is not more than 4.5 metres above ground level and the room has (i) an escape window (ii) an automatic fire detection system and (iii) a fire door fitted between the inner and outer rooms;
- 4.23 Escape windows and doors are capable of being opened from the inside of the property without the use of a key. This includes bedroom doors from the inside of the room;
- 4.24 Owners should ensure that Fire Alarm Systems (and emergency lighting systems where provided) and equipment are properly checked and maintained by a competent person annually, as a minimum;
- 4.25 External doors are of solid core timber, metal framed UPVC construction or specialist security doors. All glazing in doors must be either wired or laminated glass (where this may cause historic decorative glasswork to be removed, advice can be sought from Unipol who will assess this requirement on a case by case basis);
- 4.26 The door frames should be strong and well secured to the jambs. If a door is replaced it is recommended that the full door set will be replaced too, ensuring that this meets with BS: PAS24-1 'doors of enhanced security' – as a minimum;
- 4.27 Where the property contains three or more tenants, all external doors should be fitted with a mortise lock with internal thumb turn allowing escape from the building without the use of a key.
- 4.28 All existing letter boxes located within 0.5m of any latch or thumbturn device must be fitted with a device on the inside to prevent thieves from putting their hands or gadgets through the letterbox and trying the latches/thumbturn from the inside.
- 4.29 Ground floor and upper storey windows accessible from ground level, or over a roof, are of sound and secure construction and if replaced should meet BS:7950 'windows of enhanced security', and locks should be fitted on ground floor and other accessible windows. Consideration should be given to using laminated glass (where appropriate). Where key operated locks are fitted owners should ensure that tenants are provided with keys. All escape windows/doors will allow escape from the building without the use of a key;
- 4.30 Security grilles are not necessary if good quality doors and windows are fitted, and

Security Measures

their use is strongly discouraged. Any security grilles fitted to exit doors must allow escape from the building without the use of a key. Security grilles on ground floor windows should only be fitted internally and, where they form part of the protected route of escape from fire, must be easily removable. If security grilles are newly fitted it is recommended that they meet the LPS1175 SR1 standard;

- 4.31 Tenants are provided with crime prevention information on moving in. Information for landlords for their tenants is normally available from either the Local Authority, the local students' union or the Police. Landlords should advise tenants on the correct operation of all security measures provided and check from time to time that this advice is being conformed with;
- 4.32 It is recommended that a notice board is fixed solidly to a wall within a communal area of the property for the display of relevant security information;
- 4.33 Where burglar alarms are fitted, the alarm should be prevented from ringing for more than 20 minutes. Equipment which has proved to be unreliable or ineffective should be replaced. It is recommended that burglar alarms are fitted by NACOSS or SSAIB approved contractors;
- 4.34 Contractors and tenants should be supplied with the AFS/Unipol Code numbers of alarms;
- 4.35 Hedges around external doors and windows are best kept trimmed low (usually no higher than 1m), wherever practical, to avoid providing screening for burglars. Plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property;
- 4.36 All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the occupants;
- 4.37 All properties will be provided with an efficient and serviceable vacuum cleaner at the commencement of the tenancy;
- 4.38 All floor coverings in kitchens, bathrooms and WC's are capable of being cleaned with suitable domestic disinfectant products.
- 4.39 Tenants are made aware of who is responsible for the cleaning of communal areas, including common staircases and landings outside of the dwelling, and that these are kept free from rubbish and any obstruction;
- 4.40 A handrail should be fitted on all staircases, internal and external, which consist of three or more steps.
- 4.41 All properties are provided with adequate lighting, particularly the communal areas and especially on internal staircases. Properties must also be sufficiently well ventilated.

Hygiene

Communal Areas

Lighting and Ventilation

SECTION 5: THE ENVIRONMENT AND SUSTAINABILITY

Energy Performance Certificates (EPCs)

Owners will ensure that:

- 5.00 A copy of the relevant EPC, as specified under the Energy Performance of Buildings Directive, will be made available for prospective tenants to view.

Electrical Appliances

- 5.01 When renewing electrical appliances, particularly white goods, only high energy efficient appliances (grade A and B) should be chosen as replacements.

Low Energy Lighting

- 5.02 Wherever possible, low energy bulbs are either provided in properties or tenants are encouraged to supply their own low energy light bulbs in compatible fittings.

Central Heating

- 5.03 Central heating (or electrical heating) is provided. The central heating system should be adequate, controllable and programmable;
- 5.04 An electrical panel heater in a building, designed to comply with Part L of the Building Regulations 2002 as a minimum, is fitted with an on/off switch and 24 hour timer, or a timed booster system that allows a preset period of use will be satisfactory;
- 5.05 Any new wet central heating system installed will include thermostatic radiator valves (TRVs) on all radiators (except one).
- 5.06 Tenants are given advice, upon request, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided.

Energy Efficiency

- 5.07 All properties are provided with a minimum level of energy efficiency measures to include hot water tank and pipe lagging and adequate insulation to roof void areas, where appropriate;
- 5.08 Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations, where applicable. Landlords are advised to concentrate on improving roof insulation (ideally 250mm depth if using conventional materials) and wall insulation with cavity wall insulation or internal insulation (dry lining). Replacing older boilers with condensing type boilers can also be effective. For more information visit: www.energysavingtrust.org.uk/In-your-home/Heating-and-hot-water/Replacing-your-boiler

Recycling

- 5.09 Owners will ensure that they inform their tenants of the need for proper refuse management and about any available recycling scheme operating in their area.

SECTION 6: COMMUNITY RELATIONS

Anti Social Behaviour

Owners will ensure that:

- 6.00 In the event of any anti social behaviour (defined as “behaviour likely to cause alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator”) by tenants and/or visitors, landlords will use reasonable endeavours to intervene, with a view to ending that behaviour and ensure that the occupants are treating the property and its environs in a tenant-like manner. It is accepted that not all intervention will be successful and, in this case, assistance will be requested from a number of statutory and non statutory agencies who may be able to intervene. For more information, visit www.homeoffice.gov.uk/crime/anti-social-behaviour/;

Gardens and Yards

- 6.01 All boundary walls and fences will be maintained stable and in good repair;
- 6.02 Where a garden exists, the path to and from the external door(s) to the house will be kept in good repair and free from obstruction;
- 6.03 Where a garden or paved area exists this shall be kept in good order and free of waste and litter, so far as is reasonably practicable. The landlord, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter and the garden area should not be used to store old or unwanted furniture or fittings for more than 28 working days prior to its removal;
- 6.04 Where a property has its own external bins, the house number and street initials of the property should be marked clearly on these. Where possible, wheelie bins should be located at the rear of the property and tenants should be informed of the need to return them to that location as soon as possible after they have been emptied.
- 6.05 All properties are provided with refuse disposal facilities as defined by the local authority;
- 6.06 The landlord will co-operate fully with any garden check, to be undertaken by Unipol and/or its agents, as part of their obligations under this Code to ensure compliance with matters relating to the external environment of the property, its care, tidiness and adherence to security requirements. Landlords will receive at least two week’s notification of when any survey is to be conducted and will rectify any aspects of non-compliance that are identified to them within 10 working days of such notification;

SECTION 7: AT THE END OF THE TENANCY

Deposits

- 7.00 Deposits are administered efficiently and reasonably by the owner or nominee and are not withheld for any purpose other than for which they were levied;
- 7.01 Where a landlord/agent has established an Assured Shorthold Tenancy, they must ensure that any deposit is held in accordance with the tenancy deposit scheme legislation, set out in the Housing Act 2004, and in accordance with regulations made both under the Act and by the relevant scheme operator
- 7.02 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to

avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy;

- 7.03 All deposits (or balances on deposits) will be returned to former tenants within 28 days of the end of the tenancy or, if the deposit is protected by the Tenancy Deposit Protection Scheme, then in accordance with those requirements. In the event that a deposit is not to be returned within 28 days then the tenant will be sent reasons for that delay, in writing, together with a statement of account providing reasonable details of any and all deductions to the former tenant/s.

SECTION 8: OTHER PROVISIONS

Management of Disputes

Owners will ensure that:

Where disputes between owners and tenants occur, reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems. Owners therefore undertake to:

- 8.00 Respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants;
- 8.01 Make written response to correspondence from tenants or their chosen representative within three weeks;
- 8.02 Ensure that all settlements and agreements reached are honoured within three weeks of being agreed;
- 8.03 Maintain courteous professional relations with tenants during any dispute.

SECTION 9: COMPLAINTS

Owners will ensure that:

- 9.00 Within four weeks of receipt of any written complaint from a former tenant (up to six months previously), a local resident or their representative, they will rectify any breach of the AFS/Unipol Code or, where such an allegation is contested, will enter into relevant correspondence with any tenant/s or their representative, addressing the matters raised;
- 9.01 Where such a breach is contested, or where rectification is not made, then the owner shall recognise the authority of a Tribunal, which s/he recognises under the AFS/Unipol Code, to determine whether the AFS/Unipol Code, agreed by them, has been breached and to make recommendation/s to the owner in accordance with its views;
- 9.02 In the event that such recommendations are not followed by the owner then the owner will be deemed in breach of the AFS/Unipol Code and this fact will be made public to prospective tenants;
- 9.03 The Tribunal will have the authority to exclude any owner from the AFS/Unipol Code for a period as determined.

Notes for Tenants

The principle aim of the AFS/Unipol Code's complaints procedure is to resolve complaints efficiently. Before commencing the procedure, it is recommended that tenants attempt to resolve any problems by contacting their landlord or letting agent in the first instance. Completed complaint forms should be submitted only after all lines of negotiation have been exhausted. This judgement will be in the first instance made by the AFS/Unipol Code Administrator, who is charged with operating the system. In the event of a dispute, this will be a matter for a ruling by the Chair of the Tribunal.

If you are a parent or representative of a tenant you must attach written authority from the tenant concerned stating that you are authorised to make a complaint on their behalf.

Complaints can be made following the procedure outlined at www.unipol.org.uk/AFSUnipolCode/IfThingsGoWrong.asp

The Housing Health and Safety Rating System

The condition of all housing is subject to Part 1 of the Housing Act 2004 and the evidence based risk assessment process of the Housing Health and Safety Rating System (HHSRS), on which local authorities must now base enforcement decisions. This applies to all types of residential premises, whether or not any amenities are shared.

Following a complaint, or for any other reason, a local authority may arrange to inspect premises to determine whether a category 1 or 2 hazard exists.

HHSRS assesses twenty-nine categories of housing hazard – Damp & mould growth; Excess cold; Excess heat; Asbestos (and MMF); Biocides; Carbon Monoxide and fuel combustion products; Lead; Radiation; Uncombusted fuel gas; Volatile Organic Compounds; Crowding and space; Entry by intruders; Lighting; Noise; Domestic hygiene, Sanitation and Drainage; Water supply; Falls associated with baths etc; Falling on level surfaces etc; Falling on stairs etc; Falls between levels; Electrical hazards; Fire; Flames, hot surfaces etc; Collision and entrapment; Explosions; Position and operability of amenities etc; Structural collapse and falling elements. Technical assessment is a two-stage process, addressing first the likelihood of an occurrence and then the range of probable harm outcomes. These two factors are combined using a standard method to give a score in respect of each hazard. HHSRS does not provide a single score for the dwelling as a whole or, in the case of multiple occupied dwellings, for the building as a whole.

The scores from different hazards cannot be meaningfully aggregated. There is no strong evidential basis for aggregating hazard scores, and to attempt to do this would make far more difficult the assessment of likelihood and spread of harm of hazards. However, the presence of a number of individual category 2 hazards may be a factor in an authority's decision to take action.

Hazards are scored in bands, from band A, the most severe, to band J. The relationship between these bands and category 1 and category 2 is prescribed in Regulations made under the Act. Category 1 hazards are those rated in bands A-C. Category 2 hazards are those rated band D and lower. Category 1 hazards trigger a local authority's duty under section 5 to take the appropriate enforcement action. Category 2 hazards can be dealt with under the authority's discretionary powers, which are set out in section 7.

The 2004 Act gives local authorities powers to intervene where they consider housing conditions to be unacceptable, on the basis of the impact of health and safety hazards on the most vulnerable potential occupant. The 2004 Act puts authorities under a general duty to take appropriate action in relation to a category 1 hazard. Where they have a general duty to act, they must take the most appropriate of the following courses of action:

- serve an improvement notice in accordance with section 11
- make a prohibition order in accordance with section 20
- serve a hazard awareness notice in accordance with section 28
- take emergency remedial action under section 40 or make an emergency prohibition order under section 43
- make a demolition order under section 265 of the Housing Act 1985 as amended
- declare a clearance area by virtue of section 289 of the 1985 Act as amended.

APPENDIX 1 - FIRE SAFETY GUIDANCE MATRIX

The table is a summary of parts of the LACORS fire safety guidance and should be read in conjunction with it. LACORS guidance is downloadable at: www.lacors.gov.uk/lacors/upload/19175.pdf. The guidance is applicable to properties of normal fire risk. See later for advice on normal risk.

	LD3 Gr D	LD3+ Gr D	LD2 Gr D Mixed system	LD2 Gr A Mixed system	Man. Alarm	HD in kit Inter-linked	EW First floor	FD30 Escape route	FD30S Escape route	FD 30S To Kit.	FD30S En-trance door + SC	SC Risk rooms	Em. light	Fire sep GF &	Base-ment Exit or EWS Or FDS	AFD
Single occupation																
Up to 4 storey	X															
Shared HMO																
2 storey		X														
3 & 4 storey – low risk		X						X				X				
3 & 4 storey – high risk		X						X				X	X			
Bedsit-type HMO																
2 storey			X						X			X	X			
3 & 4 storey				X	X				X			X	X			
Buildings in flats																
2 storey			X								X					
3 & 4 storey				X	X						X		X			
Flats occupied as HMO																
1 storey flat							X									
2 storey flat		X														
Back to back - single occ.																
2 & 3 storey		X					X	X		X			X			
Back to back - HMO																
3 storey		X					X	X		X			X			
Habitable basement																
2 storey bedsit HMO & 3 storey shared HMO														X	X	X
Unoccupied basements & cellars																
2 storey bedsit HMO & 3 storey shared HMO														X		X

GLOSSARY - EW – escape window HD – heat detector SC – self-closing device Ded. route route LD3+ grade D - mains wired interlinked AFD in escape route and living room and kitchen
 Lighting – dedicated (whole stair) lighting AFD – automatic fire detection system
 GF – ground floor Man. alarm – manual alarm with break glass points Em. lighting – heat detector and smoke detector provided in bedsit room containing cooker
 emergency lighting (normally risk assessable) LD2 grade D – mains wired interlinked AFD in escape route & rooms off escape route LD3 grade D – mains wired interlinked AFD in escape route & rooms off escape route rear wall

ADVICE ON THE USE OF THE FIRE SAFETY MATRIX

The guidance provided in the matrix is applicable to properties of normal fire risk. The advice is not applicable to properties with characteristics that may give rise to abnormally high fire risk as a result of, for example:

- Exceptionally high number of occupiers for a particular property type;
- Long complex travel distance to evacuate the building;
- The presence of final exit and bedroom doors requiring the use of a key for opening;
- Unsafe layout e.g. kitchen immediately adjacent to an escape door;
- Rooms where the means of escape is through another high fire risk room, e.g. through a kitchen, living room, or bedroom
- Exceptionally large rooms;
- The presence of key operated security grilles fixed to escape windows and external doors;
- Disrepair, defects, deficiencies and obsolescence;
- Critical elements of structure with inadequate fire resisting qualities.

The matrix covers properties up to four storeys in height. For advice on five and six storey properties please refer to Part D of the LACORS guidance accessible at www.lacors.gov.uk/lacors/upload/19175.pdf

Accommodation for Students (AFS)/Unipol Code for Shared Student Housing in the Private Rented Sector

Declaration for 2011-2014

I / We (name of company / owner)

of (Company Address)

Contact E-mail Address:

Website:

Acknowledge and agree that:

I/we wish to join Accommodation for Students (AFS)/Unipol Code for Shared Student Housing in the Private Rented Sector ("the AFS/Unipol Code") from the date of this declaration for a period of 3 years. I/we agree to meet all the terms and conditions of the AFS/Unipol Code and abide by the regulatory mechanisms and complaints procedure as stated in the AFS/Unipol Code. I/we further declare that my conduct will be in line with that outlined in the AFS/Unipol Code.

In consideration for being permitted to join the AFS/Unipol Code, I/we agree and undertake to pay the current and any future Code fees, including any additional fees as listed below. The fees apply across the three year joining period. All Code fees and any other payments pursuant to this declaration are stated exclusive of VAT.

- A. Failure to provide copies of up to date gas and electrical certification within 14 days of a first written request being made. A charge of £30 will be charged for each subsequent written request made.
- B. If a pre-arranged verification visit is cancelled with less than 3 working days notice a charge of £60 will be made.
- C. If a verifier is unable to enter the property at the appointed time, a charge of £90 will be made. Verifiers are instructed to wait at the property for 15 minutes after the appointed time, after which time the appointment is considered broken and the fee will apply.
- D. In the case of verification visits, if non-compliance with the AFS/Unipol Code is identified, a timetable for works is agreed and then, dependent on the nature of the non-compliance, a re-inspection may be required. A charge of £60 will be made for a first re-inspection.

During this first re-inspection, the Verifier will check that the required work has been completed to the expected standard. If it is clear from the re-inspection visit that not all of the works have been completed, then a second re-inspection is required and a fee of £90 will be charged to the landlord/agent for that and each subsequent inspection needed.

These fees will be invoiced and must be paid to AfS within 30 days.

All of the above fees and payments are correct as at the date of this declaration but may be amended by Unipol during the time period when I/we are a member of the AFS/Unipol Code.

I/we wish to declare that our property/ies (as listed on the AFS/Unipol Code Property Schedule) meet with the terms and conditions of the AFS/Unipol Code.

I/we accept that it is an important part of the AFS/Unipol Code to inform tenants of our membership and agree to make a copy of the AFS/Unipol Code available to all tenants.

Upon acceptance of this signed declaration, acceptance of the AFS/Unipol Code property schedule and payment of the AFS/Unipol Code fee I/we will be a member of the AFS/Unipol Code and acknowledge and agree that upon any failure to make payments or otherwise comply with the provisions of the AFS/Unipol Code then our membership may be terminated.

I understand that information about my Code status is in the public domain and will be accessible to all those using

Signed

Date
