



Manchester
Student Homes
University Approved
Accommodation

Code of Standards for Larger Student Schemes

Contents

INTRODUCTION	4
SECTION ONE - CODE OF STANDARDS	6
Part One - Pre-tenancy	6
Part Two - On letting the property	13
Part Three - At the start of the tenancy	18
Part Four - During the tenancy	25
4A - Furniture & Furnishings	
4B - Repairs & Maintenance	
4C - Inspection, Cleaning & Maintenance of Communal Areas	
4D - Health & Safety	
4E - Fire Safety	
4F - Security	
4G - Environment	
4H - Services	
4I - Anti-Social Behaviour	
4J - Facilities for Disabled Student Tenants	
4K - Supporting Students with Disabilities	
4L - Providing Effective Wellbeing Support	
4M - Tenant Satisfaction	
Part Five - At the end of the tenancy	73
Part Six - General Conduct	75
SECTION TWO - MANAGING A TENANCY DURING A PERIOD OF EXCEPTIONAL CIRCUMSTANCES	78
SECTION THREE - ACCREDITATION PLUS STANDARD	86
Part One - Anti-Social Behaviour & Community Engagement	86
Part Two - Internal Community Engagement	87
Part Three - Pastoral & Welfare Support	87
Part Four - Booking Fees	89
Part Five - Suggested Models & Examples	89
SECTION FOUR - CODE ENFORCEMENT	92
SECTION FIVE - STUDENTS' PARTICIPATION IN THE CODE	97
SECTION SIX - LEGISLATION & REGULATIONS	99

What is the Code of Standards for Larger Student Schemes?

IMPORTANT – PLEASE READ THIS INFORMATION.

BY REGISTERING A SCHEME WITH MANCHESTER STUDENT HOMES YOU AGREE TO ABIDE BY THE PROVISIONS OF THIS CODE OF STANDARDS. IF YOU OR YOUR SCHEME CANNOT COMPLY WITH THESE CONDITIONS THEN YOU SHOULD NOT REGISTER.

What is a Larger Student Scheme?

Manchester Student Homes defines a Larger Student Scheme as a single development housing 20 or more students who are predominantly signed up to individual contracts.

Benefits

- Your property will be advertised and promoted via the only official source of university approved accommodation, including one of the most used student accommodation websites for the Manchester market.
- You will have access to university campuses at key times of year and will be promoted on campus throughout the year via our campaigns.
- The universities, colleges and their respective student unions advise all students to choose accredited accommodation.
- At key times of year students in need of private hall bed spaces will be signposted by their universities directly to our register of accredited private halls.
- Tenants will know you have given a commitment to quality and service.
- You and your tenants will benefit from good standards of accommodation and management practice.
- Misunderstanding and disputes will be reduced.
- Access to professional guidance, information and advice.

Aim

- To improve the quality of accommodation available to students.
- To promote good practice in management and maintenance.
- To provide an effective marketing tool, in an increasingly competitive market, for providers who give a commitment to quality.
- To improve and enhance the quality of relationships between students, providers and the community.

Introduction

Through our accreditation scheme Manchester Student Homes recognises and promotes student accommodation that is safe, secure, well maintained, clean and well managed. And we recognise and promote those providers who offer a reliable service and who deal openly, honestly and respectfully with our students.

The provisions of this Code set out the standards in accommodation, and the practices and management that are most relevant to Large Student Schemes. This Code reflects statutory and regulatory requirements; but it also draws on numerous examples of good practice from across the private hall sector.

Our accreditation scheme not only sets out the most important standards for Large Student Schemes but also acts as a medium through which misunderstandings and disputes can be resolved, and provides students with a valuable means to address their grievances.

The provisions of this Code can be found in Section One and Two, with additional requirements for 'Accreditation Plus' providers in Section Three. It is essential that you read the provisions of our Code and understand what it is that we require of accredited providers.

If you feel that as a property owner or manager you are in a position to comply with the provisions of this Code, then you may register your property. If you do not feel you or your scheme can comply with the provisions, then you should not register with Manchester Student Homes.

Section Four covers the means through which we will enforce the provisions of this Code of Standards as well as the sanctions that can be taken when non-compliance has been established. Procedures for resolving disputes can also be found in this section.

Section Five of the Code sets out the responsibilities that might be expected of your tenants. You should be aware that the Code of Standards is not signed by tenants. It is you that is offering a higher level of quality and service. Under this initiative Manchester Student Homes is not in a position to take action against any student who breaches clauses within the tenant's code.

We hope that you experience the benefits of university accreditation and trust that you will continue to work with Manchester Student Homes, the universities and other partners, to ensure that Manchester remains an attractive place to study and live.

Section One

Code of Standards

Part One - Pre-tenancy

Before letting the property, the Provider will:

1.1. Provide accurate information and images relating to the property.

Purpose of clause: To prevent providers from misrepresenting their properties to potential tenants.

Guidance: Any facility advertised, whether within the flat or the communal area, should be available for the use of all prospective tenants. Where a facility is available for a restricted number of tenants, for example en-suite accommodation, then clear information should be provided on the difference in facilities provided, depending on which flat is taken. Any photograph, whether external or internal, or image that is used to promote a property, should only be of that particular property. Photographs should be updated at least every two years to reflect the true appearance of the flat.

1.2. Ensure that all enquiries are dealt with in a timely fashion.

Purpose of clause: To prevent customers wasting their time or experiencing inordinate delays when enquiring about accommodation.

Guidance: Owners should make their best endeavours to ensure that automated systems work effectively and that suitable staff are on hand to answer any queries.

1.3. Ensure that prospective tenants are not denied a viewing of the property, having due regard to the rights of existing tenants.

Purpose of clause: To prevent problems caused by tenants taking a property that they have not seen.

Guidance: Owners should allow prospective tenants a viewing of the property to ensure they can make the best decision, giving existing tenants prior notice of any visit.

1.4. Make the prospective tenant fully aware of any differences between the show flat and the allocated flat, including room sizes, prior to agreeing the let.

Purpose of clause: To avoid disputes arising from a tenant being allocated a room which differs in any way from the show flat.

Guidance: Providers should ensure the show flat is of a standard that truly reflects the accommodation as a whole. Any differences should be made very clear.

1.5. Provide clear information on contractual terms, in particular, length of contract and rent levels.

Purpose of clause: To avoid disputes regarding the basic terms of tenancy.

Guidance: Clear language should be used in the contract to minimise any potential for confusion. The key clauses of the contract should be in a prominent position and easily identifiable.

1.6. Provide clear information on any additional costs (such as utility charges, web or telephone costs, insurance and deposit) not included within the rent.

Purpose of clause: To avoid disputes regarding the charges a tenant is liable to pay.

Guidance: The policies of providers regarding additional costs should be as transparent as possible. For example, if there is a limit to the amount of a utility charge that is included within the rent, the contract should clearly state what this limit is. Tenants should also have the facility to monitor and adjust their usage. Where WiFi is referred to, it should be made clear whether this is being provided within the rent or at an additional cost; it should also make clear exactly what sort of provision is being made available to users, especially where the 'free' elements cover only a base service and a charge is made for enhancements to this.

1.7. WiFi

Purpose of clause: To make clear to tenants and prospective tenants the arrangements and limitations of the WiFi provided.

Guidance: Details of where within, and around, a development WiFi coverage is available will be made clear to tenants and prospective tenants. The extent of the WiFi coverage available is also something that should be made clear within marketing and tenant information. Information will be available about the minimum level of bandwidth that residents can expect within the WiFi system being provided to them. If the WiFi network has a limit on the number of different wireless devices that can be registered on the network, then this should be made clear in all relevant information and marketing materials.

1.8. Ensure that prospective tenants are offered the opportunity to state preferences for flat shares.

Purpose of clause: To allow prospective tenants the opportunity of stating with whom they would like to share accommodation.

Guidance: Application forms should also contain a clear written statement that not all preferences can be met. Providers should ensure that neither they nor any of their staff contradict this statement in any verbal communication with the potential tenant. Where possible, student tenants should be given the opportunity to know generally what sort of group they are likely to be sharing with (e.g. undergraduates, postgraduates, single sex or mixed) before signing a tenancy agreement. Where it is known that a stated preference cannot be met, the prospective tenant should be informed prior to the application. Where a stated preference has not been met, the provider should make all reasonable efforts to assist the tenant to secure that preference in an alternative flat within the property, giving particular consideration to cultural and religious requirements.

1.9. Where a booking fee is charged, that fee is a standard published fee for all tenants and information will be provided on:

- **the cost of the fee;**
- **the nature of the reservation being made;**
- **arrangements for cancelling the booking and returning the fee;**
- **the point at which the fee would not be returned if a tenancy was not entered into; and**
- **the manner in which the booking fee will be returned to the tenant when a tenancy is entered into.**

In all cases, acknowledgment of payment will be given (or be able to be downloaded) to a tenant for the booking fee and the terms and conditions of levying and returning, or not returning, that fee will be stated on that receipt. Where the booking fee is paid online, then the terms and conditions relating to the payment should be made apparent at the time the payment is being completed.

Purpose of clause: To ensure clarity and transparency around the levying of fees so that students know exactly how much they'll be asked to pay, what they'll be paying for and what is and is not refundable. Students will also be able to compare fees charged with those charged by other providers.

Guidance: The booking fee should be clearly displayed on online application screens and on any paper application documents. Terms and conditions for this fee should be displayed on online application screens and printed copies should be included in paper application packs.

1.10. If a holding payment is taken prior to the completion of sign-up, a written holding payment agreement must be issued. This agreement should detail the following:

- The full name, address and contact details of the private hall or provider;
- The names of the payees;
- The date the payment was made;
- The prospective tenancy to which the holding payment relates;
- The terms and conditions under which the holding payment is held; and
- The conditions under which it will be returned.

It must be refundable, minus any reasonable charges for cancellation, which should be made clear in the agreement.

Purpose of clause: So that there is a clear and documented transaction in which a specific sum has been paid for the sole purpose of temporarily securing accommodation in lieu a tenancy being assigned.

Guidance: Create a simple contract headed with the exact terminology that you use for the holding payment and detailing all the relevant terms and conditions in plain English. Issue this to a student when the payment is made.

1.11. If requested, allow prospective tenants a minimum of 24 hours to consider the letting agreement before asking them to sign.

Purpose of clause: To prevent tenants from signing contracts because they perceive that the provider is putting them under pressure.

Guidance: Have ample copies of the proposed agreements available for tenants to view while they consider all other aspects of the property. It should be noted that tenants may not wish to take advantage of the 24 hours allowed.

1.12. Provide international students with clear information on any additional requirements they may have to meet to obtain a tenancy and any increased costs they are liable for.

Purpose of clause: To avoid disputes regarding the procedure for booking accommodation for international students.

Guidance: If a UK guarantor is generally required to complete a tenancy agreement, this should be made very clear to international students when they enquire about accommodation. If a larger deposit is payable for those students not able to provide a UK guarantor, or if the provider requires the rent to be paid in full in advance in these circumstances, this information should be provided to the international student right away.

1.13. Ensure where tenancies are entered into online that all relevant terms and conditions, including all terms of tenancy, are available to view or download. Paper copies of all terms and conditions, and contracts must be made available to online applicants on request. The option to review all terms conditions and contracts must clearly be presented to online applicants. Within the above, students are left without doubt that proceeding to the final stage of the online booking system constitutes a legally binding contract.

Purpose of clause: So that there is full and equal access to all relevant contractual detail regardless of how a student applies for accommodation.

Guidance: Where possible, include prompts for the students to read the terms at relevant stages of the application process. An entire screen in the process could be dedicated to these terms with options to read, download and order paper copies made clearly visible.

1.14. Ensure that, where appropriate, the property is licenced with the Local Authority and complies with all conditions of said licence.

Purpose of clause: To ensure providers comply with legislation and that students have the confidence their property has been appropriately assessed.

Guidance: The Local Authority where the property is situated will provide advice on which properties require licensing and advice and support on the licensing application process.

1.15. Ensure that the Manchester Student Homes advertising terms and conditions are adhered to at all times.

Purpose of clause: To ensure that the information displayed on the Manchester Student Homes website and in all other formats is accurate.

Guidance: Manchester Student Homes advertising terms and conditions are provided upon registration and are also available upon request.

Part Two - On letting the property

Upon letting the property, the Provider will:

2.1. **Issue a full agreement at the grant of the tenancy that is written in clear English in a type size of not less than 10 points, with the option of alternative formats if required.**

Purpose of clause: To ensure letting agreements are understood without the need for expert knowledge. Also, to prevent clauses being overlooked by the tenant, because of the use of small print. To ensure all tenants have a copy of their contract.

Guidance: The agreement should avoid complicated legal language or phrases and clauses that are unclear to an average student tenant. Agreements should include a clear, large print statement (16 point) in a prominent place about the availability of alternative contract formats. Providers should keep a reasonable supply of contracts with larger print so they are immediately available if requested.

2.2. **Issue a clear statement of the rent liability, including due dates, schedules, amounts and acceptable methods of payment.**

Purpose of clause: To allow the tenant to budget for the duration of the tenancy.

Guidance: A list of the options of payment schedules and methods should be issued with the application form. The prospective tenant should be given the opportunity of selecting their choice of payment schedule when making their application.

2.3. **Where rent is payable on a termly basis, the due date should fall in line with the Student Loan payment dates for the coming year.**

Purpose of clause: To ensure tenants are not asked to pay large sums when they have very limited funds.

Guidance: Check with the Student Loan Company (SLC) and undertake not to penalise the tenant for late payment if it is the result of a delay by SLC, and the tenant can offer proof of this.

2.4. Ensure that the letting agreement contains no clauses that conflict with a student's legal rights or the provisions of this Code.

Purpose of clause: To prevent tenants from being confused as to their true rights and to ensure there is no breach of this Code from the creation of the agreement.

Guidance: The use of a standard tenancy agreement is recommended. If there is any doubt, the provider can seek advice from the Manchester Student Homes Housing Officer.

2.5. Ensure that no terms of tenancy breach the Unfair Terms of Contract Regulations (1999).

Purpose of clause: To prevent providers from proffering terms that could legally be found as 'unfair' and unenforceable. To prevent disputes. To avoid damaging the reputation of private hall providers in Manchester.

Guidance: Read and understand the Office of Fair Trading 'Guidance on Unfair Terms in Tenancy Agreements'. Ensure that all proffered terms will pass the 'test of fairness'. Pay particular attention to fees, deposits, contract termination and charges.

2.6. Ensure that the name and address of the accommodation provider is stated in the letting agreement.

Purpose of clause: To assist clear communication between the provider and tenants to ensure that disputes are more swiftly resolved.

Guidance: This is a legal requirement under section 48 of the 1987 Landlord and Tenant Act. Providers should also make it clear to tenants that they are responsible for all issues relating to the tenancy and the property in order to avoid accrediting decisions to the owner of the property.

2.7. Provide the student with a full set of any handbooks, policies and procedures, relating to residence within the property that may be in place.

Purpose of clause: To ensure that tenants are fully aware of their rights and responsibilities, and to allow their stay in the accommodation to be as trouble-free as possible.

Guidance: Providers should have in place a set of procedures that are available to all tenants and that provide them with all the information they require to abide by any conditions of residency. All information should be provided at the commencement of the tenancy, or earlier if possible. It should be clearly and simply set out in a type not less than 10 points and should include a clear, large print statement (16 point) in a prominent place about the availability of alternative formats.

2.8. Provide the student with clear written procedures for reporting any problems that may be experienced during the course of the tenancy

Purpose of clause: To ensure that tenants report problems in the proper manner, so that they can be swiftly resolved.

Guidance: All information should be provided at the commencement of the tenancy. It should be clearly set out in a type not less than 10 point and should include a clear, large print statement (16 point) in a prominent place about the availability of alternative formats. Procedures should include information regarding which members of staff particular types of problems should be reported to and where and when they can be contacted.

2.9. Provide the student with a current copy of the “How To Rent” guide available from:
www.gov.uk/government/publications/how-to-rent

Purpose of clause: To ensure tenants are fully aware of their rights and responsibilities in the private rented sector. It provides a checklist and more detailed information on each stage of the process, including: what to look out for before renting, living in a rented home, what happens at the end of a tenancy, what to do if things go wrong.

Guidance: Providers should guarantee they are issuing current and up to date documentation to each tenant to ensure compliance with legislation and to assist student tenants to understand their rights when renting in the private sector.

2.10. Issue receipts for the payment of all monies demanded.

Purpose of clause: To prevent disputes later in the tenancy about what money has been paid and for what purpose.

Guidance: Always detail what the payment is for on the receipt.

2.11. All deposits must be placed with the Tenancy Deposit Scheme.

Purpose of clause: To comply with legislation if creating assured shorthold tenancies and to offer recourse to all students that prevents the need for legal action.

Guidance: Providers should research carefully into which scheme is most appropriate for their properties.

2.12. Where the development is under construction or undergoing significant refurbishment, the tenant must be informed of any potential delay to their moving in and of the arrangements that will be in place should such a delay actually occur.

Purpose of clause: So the tenant can make a fully informed decision before committing to the tenancy and can be confident that providers have a robust contingency plan in place.

Guidance: Staff liaising with students should be familiar with the progress of any works. Those overseeing the works should have a detailed understanding of progress against timescales. Providers should have a robust contingency plan in place covering suitable alternative accommodation and any compensatory offerings.

Part Three - At the start of the tenancy

At the start of the tenancy, the Provider will:

3.1. Ensure vacant possession is secured for the incoming tenant by serving relevant notices on any incumbent tenant.

Purpose of clause: To ensure vacant possession for the incoming tenant.

Guidance: Notices should be served not less than 2 months before the end of the tenancy.

3.2. Ensure that the property is in a good state of repair.

Purpose of clause: To ensure that all the commitments given by the provider before the commencement of the tenancy are fulfilled.

Guidance: Providers should ensure there is a sufficient gap between the termination of one contract and the commencement of the next to allow any required maintenance to be undertaken. In the event of tenants suffering inconvenience due to works being completed whilst the tenants are in occupation or where occupation is delayed, suitable compensation should be agreed.

3.3. Ensure that the property is in a clean condition.

Purpose of clause: To provide the tenants with accommodation that is completely ready for occupation, encouraging them to maintain the property in a clean condition throughout their tenancy.

Guidance: Providers should ensure there is a sufficient gap between the termination of one contract and the commencement of the next to allow any required maintenance to be undertaken. The way the provider presents the property at the beginning of the tenancy should set the standard for how the tenant should maintain the property throughout the tenancy and, particularly, for the condition the property should be in at the end of the tenancy.

- 3.4. Ensure that, when accommodation is not ready for occupation, suitable alternative arrangements are made immediately. Alternative accommodation should be within half a mile of the original development and must comprise of similar facilities and services. If no suitable alternative accommodation can be provided a hotel room must be provided free of charge, or all rent for the period must be refunded in full. If a tenant is left without access to self-catering kitchen facilities, breakfast and one other meal a day must be provided free of charge, or paid for by the scheme provider.**

Purpose of clause: To prevent any possibility of temporary homelessness and to meet contractual obligations as best as possible. To ensure that as good a service as possible is provided in what will already be a very bad situation so as to maintain as good relations as possible with new tenants.

Guidance: Have a robust contingency plan in place that is properly resourced. Pay particular attention to organising the implementation of the plan so that all staff members are aware of both the overall plan and their own role within it.

- 3.5. Provide students with an inventory of contents provided with comments relating to their condition and allow students the opportunity to respond.**

Purpose of clause: To avoid disputes at the end of the tenancy relating to responsibility for any damage.

Guidance: At the commencement of the tenancy an inventory of all goods and furnishings provided by the providers should be given to the tenants. Once tenants have commented on the inventory a copy should be kept for each room/ flat. Where there is a disagreement over the condition of an item on the inventory an attempt should be made to resolve that disagreement, but failing that a note of the issue of disagreement should be made.

3.6. Ensure that the names, contact details, duties and times of availability of site staff are prominently displayed.

Purpose of clause: To ensure that tenants are fully informed about who they can contact if they have a problem at any given time.

Guidance: Providers should provide a 24 hour point of contact in cases of emergency, with the point of contact having the authority to attend to specific matters immediately.

3.7. Ensure that tenants have key contact numbers and details of support available in an emergency.

Purpose of clause: To ensure tenants have an understanding of who to contact in the event of an incident occurring when there is no provision of welfare trained staff on site.

Guidance: Provide residents with emergency telephone numbers which are displayed in flats and provided for all residents on a card. Give advice to residents on what constitutes an emergency and what procedures to follow if an emergency arises.

Management of private halls must keep Manchester Student Homes abreast of any incidents i.e. fire, flooding, electrical supply interruptions, etc so we can offer support and be better informed should students contact us for advice.

3.8. Ensure that a start of session hall induction meeting takes place within the first two weeks of term commencing.

Purpose of clause: To ensure that vital information pertaining to anti-social behaviour, welfare support provision and all other aspects of life in a managed hall are communicated to students in a formal setting at the commencement of each academic year.

Guidance: Appropriate venues must be provided to allow the delivery of a formal welcome meeting/ induction and for the session to be delivered to every resident of the hall within the first two weeks of the start of the academic year. Engage with multiple agencies to support the delivery of the session and to ensure key messages are delivered.

3.9. Energy efficiency

Purpose of clause: To ensure all developments are provided with a reasonable level of energy efficiency installations.

Guidance: All developments in England and Wales will comply with the Private Rented Sector Energy Efficiency Regulations (Domestic) (England and Wales) from 1st April 2018.

3.10. Ensure advice is available for tenants on how best to use the heating and hot water systems in an energy efficient way.

Purpose of clause: To encourage sustainable and responsible use of heating and hot water systems amongst students, reducing both operating costs and environmental damage.

Guidance: Such information could be provided during inductions and in written welcome packs.

3.11. Ensure that tenants are aware of waste and recycling arrangements no more than 24 hours after check-in.

Purpose of clause: To prevent confusion, the build-up of waste in inappropriate places, and the underuse or misuse of recycling bins. Where possible, provide smaller recycling receptacles within the flat for ease of usage for the students. Receptacles are to be colour coded/ labelled so students are in no doubt which recyclable goes in which bin.

Guidance: Such information could be provided during inductions, in written welcome packs and via notices.

3.12. Provide tenants with information about local public transport links.

Purpose of clause: To provide a valuable additional service that allows those new to the neighbourhood or the city to find their feet more easily.

Guidance: Such information could be provided during inductions and in written welcome packs. Consider where residents might need or want to go; such as to various university campuses, to the city centre, to supermarkets, and to other popular neighbourhoods and attractions around the city.

3.13. Provide tenants with details of designated preferred walking routes.

Purpose of clause: To reduce the likelihood of students being victims of crime by encouraging them to choose safer walking routes in the vicinity of the scheme.

Guidance: Greater Manchester Police can give advice on student safety and preferred routes. Such information could be provided during inductions and in written welcome packs.

3.14. Encourage tenants to register with the local health service and a local GP.

Purpose of clause: To encourage students to take responsibility for their own health and wellbeing.

Guidance: Such information could be provided during inductions and in written welcome packs.

3.15. Issue each tenant with a copy of the Manchester Student Homes 'Information for Students' leaflet.

Purpose of clause: So tenants know they have recourse via the Manchester Student Homes Code Complaints process should they need one.

Guidance: Such information could be provided during inductions and in written welcome packs. Manchester Student Homes will provide a PDF upon registration under the accreditation scheme.

3.16. Late Construction.

Managers will ensure that:

- a. Where a development is new, or undergoing refurbishment, the building programme is running late and where this may result in pre-let rooms not being ready for occupancy, they inform future occupants of this and of the possible consequences this will have for them and from whom at the provider they can access help with this matter. The provider will also notify Manchester Student Homes of this within one working day of the tenants having been notified and what action they will be taking in respect of this. They will also notify the developer (and any other relevant parties) that they are taking this action and that this may result in the provider ceasing to market the accommodation;
- b. In the event that a room is not ready for occupation on the date that the tenancy begins then a suitable alternative room is provided, by the same supplier, in an adjacent building or, in any event, in a building within half a mile of the original development;
- c. Where rooms are not ready for occupation as described above, the following provisions are made as a minimum to ensure that tenants are not disadvantaged:
 - No rent is payable for the rooms which are unavailable until the date of actual occupation;
 - Where a substitute room is occupied, an appropriate rent may be charged but the level of rent for the substitute room will not be higher than the original rent;
 - If the substitute room does not have access to appropriate self-catering facilities, or if the original rooms were to be associated with a 'catering package', then an appropriate meal service, or meal allowance, will be provided at a cost which does not exceed the original costs;

- If time spent in the substitute accommodation exceeds more than 14 days and no laundry facilities are provided, the provider will pay for any laundry costs that are incurred;
- When tenants transfer from the substitute rooms to the completed development, an appropriate removal service will be provided to move all the tenant's belongings or appropriate removal costs will be reimbursed against evidence of payment;
- Any additional out-of-pocket expenses incurred by the tenant as a direct result of taking up the substitute accommodation (e.g. travel costs in excess of that which they would in any case have had to pay) will be reimbursed in full against submitted invoices;
- Where the tenant's original offer included access to Wi-Fi, a similar service should be supplied to them within the alternative accommodation free of charge;
- Where late construction is delaying the occupancy of a building (or part of a building) that is being directly let to students, the accommodation provider will notify all relevant educational establishments and their students' unions at the earliest opportunity.

Part Four - During the tenancy

During and throughout the tenancy, the Provider will:

4A. Furniture & Furnishing

4.1. **Ensure that the property is adequately furnished with items that comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1988, 1989 and 1993.**

Purpose of clause: To improve fire safety and to meet current legal requirements.

Guidance: These regulations specify the materials that must be used in the furniture in all rented accommodation. All study bedrooms contain, as a minimum, a bed, adequate clothes storage space, a desk, chair and curtains/ window blinds which are hung properly.

4.2. **Provide adequate space and equipment, with the exception of utensils, for the storage, preparation and cooking of food, for the number of students.**

Purpose of clause: To assist with the smooth running within each flat.

Guidance: For 6 persons the kitchen should be 8.38m², for 7 persons it should be 9.78m², for 8 persons it should be 11.18m², for 9 persons it should be 12.58m² and for 10 persons it should be 13.98m². For up to five students a work surface of 1.2 m² (not including draining board); 2 twin 13 amp power socket outlets adjacent to the work surface; a cooker with 4 rings, oven and grill; a sink with drainage; food storage cupboards to allow 0.16 cubic metre capacity per person; and suitably sized refrigerators (0.15 cubic metres capacity per person) should be provided.

4.3. Provide adequate space and facilities for the number of students to consume their food.

Purpose of clause: To allow tenants the option of consuming food away from their bedrooms and help to contain any food waste within the common areas (this aspect of this clause does not pertain to studio flats).

Guidance: Providers should provide a dining table and sufficient chairs within a communal area, to allow all occupants of the flat to consume their food together.

4.4. Ensure there is adequate floor space within each study/ bedroom.

Purpose of clause: To ensure adequate space for private and quiet study and to ensure compliance with the Environmental Health minimum standards of fitness for shared houses.

Guidance: Each study/ bedroom let should be a minimum of 10m² in size and no room should be less than 1.8m across at the narrowest point.

4.5. Provide an adequate number of baths and/ or showers and toilets, with a constant supply of hot and cold running water, suitable for the number of students.

Purpose of clause: To ensure compliance with the Environmental Health minimum standards of fitness for shared properties.

Guidance: There should be one bath/ shower room and toilet for every five students or part thereof.

4.6. Ensure the provision of gender neutral toilets are provided in communal areas.

Purpose of clause: In order to promote diversity and inclusion in communal spaces.

Guidance: There should be an additional gender neutral toilet and wash facility in communal spaces.

4.7. Where rooms are en-suite, the bath/ shower and toilet should be properly separated from the bedroom with adequate provision of ventilation and be for the exclusive use of the room occupant.

Purpose of clause: To avoid the creation of problems relating to damp caused by poor ventilation and ensure the privacy of each room occupant.

Guidance: Any facility that is described as en-suite should be within a student tenant's own study bedroom. The separation should be of solid construction. It is recommended that an automatic ventilation system be installed because student tenants are unlikely to open windows whilst they shower, particularly during the winter.

4.8. Provide sufficient cleaning apparatus to enable effective cleaning of the property.

Purpose of clause: To enable the effective cleaning of the property.

Guidance: A vacuum cleaner (where carpets are provided); mop and bucket; a dust pan and brush should be provided for each group of students. This apparatus should be in working order and of a reasonable standard.

4.9. Provide sufficient waste disposal containers within each flat for the number of students.

Purpose of clause: To enable the tenants to keep their flat tidy and free from excessive rubbish, preventing this from causing a fire or health hazard.

Guidance: A waste paper basket should be provided within each study bedroom and waste bins should also be provided within shared kitchens. Instructions for the removal of waste from the flat should also be provided.

4.10. Provide students with the ability to adjust heating settings for their own room with a timer that allows control over a minimum of one 24 period.

Purpose of clause: To allow the tenant to control the temperature/ energy usage within their room.

Guidance: Full and clear instructions on how to operate the heating system should be available within each flat as well as guidance on the most effective and efficient heating settings.

4B. Repairs & Maintenance

4.11. Provide students with procedures on to whom and how they should report repair or maintenance issues.

Purpose of clause: To avoid any dispute over whether repairs have been reported.

Guidance: Procedures should be clear and easy to follow, including guidance on target times for the completion of different categories of repairs. It may be advisable to issue students with a receipt to prove that a repair has been reported.

4.12. Carry out repairs in full compliance with the provisions of Section 11 of the Landlord and Tenant Act 1985 and Sections 1 and 3 of the Defective Premises Act 1972.

Purpose of clause: To ensure that the structure and the exterior of the property are kept in good order.

Guidance: These acts relate to the fitness of the building and the arrangements for carrying out works on a property. The acts can be found online.

4.13. Carry out repairs within the following timescales:

Priority One – Emergency Repairs: Any repairs which are required to avoid a danger to health, risk the safety of residents or serious damage to buildings or residents' belongings should be completed within 24 hours.

Priority Two – Urgent Repairs: Repairs to defects which materially affect the comfort or convenience of the residents should be completed within 5 working days of the report of the defect.

Priority Three – Non-urgent day to day repairs: Reactive repairs not falling within the above categories should be completed within 28 days of the report of the defect.

Priority Four – Planned programmes of repair/ improvement and cyclical repairs programmes. Maintenance and services tasks which can be carried out in a planned and cyclical manner such as gas servicing, gutter and window cleaning, interior and exterior painting should be carried out with due regard to the convenience of occupants.

Purpose of clause: To fulfil statutory obligations to repair, preventing potential hazards under the HHSRS and contributing to decent levels of tenant satisfaction.

Guidance: There should be a reliable repair reporting procedure. All repairs should be logged and the log should be managed to ensure timescales are met, or to identify where extra capacity is required.

NB1. Fire Risk Assessment Reports

In respect of fire safety repairs, the priority given to each issue identified in such reports will be determined by the accredited fire risk assessor undertaking the assessments. Any issues identified having an immediate threat to life should be treated as **Priority One** repairs.

NB2. Dynamic Communication with Fire Risk Assessor

There must be in place a system whereby the Fire Risk Assessor can communicate any Priority One fire safety issues found during the assessment immediately to Estate Management.

4.14. All lifts provided for use by persons are thoroughly examined by a competent person at regular intervals in line with The Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) to ensure that any lifts are safe to use and that the reports of the examination are made available for at least two years.

Purpose of clause: To fulfil the obligations of the regulations and ensure the safety of passengers.

Guidance: Routine maintenance is undertaken to ensure that lifts are kept in good working order and that all aspects of the lift are functioning, to include: lighting within the cage, proper signage of floors, operating buttons and floor indicators. A central log must be maintained of any times when a lift/s are non-operational.

4.15. Where a dispute arises between the manager and tenant/s as to when a repair has been reported then the date on which the repair was reported to the manager in writing will be the accepted date.

Purpose of clause: To prevent disputes on this nature from occurring and to establish a framework for investigating complaints.

Guidance: Processes should be put in place that allows tenants to report disrepair in writing, either on a repair request form or via email.

4.16. Ensure that all repairs are carried out by a competent person.

Purpose of clause: To prevent tenants being put at risk when repairs are completed that are not to the required standard.

Guidance: Providers will have to judge when a repair requires a qualified trades person or a competent trades person. Qualified trades people should be used to undertake all repairs involving electrical or gas installations or the structure of the property.

4.17. Give students at least 24 hours notification if access is required to the flat/ room and obtain permission before entering, except in the case of an emergency.

Purpose of clause: To ensure that all interaction between tenant and provider and their staff is carried out at the convenience of both parties.

Guidance: Even if a good relationship is created between tenant and provider it is still recommended that 24 hours notice is given. This will prevent the relationship from deteriorating. Where possible, it is recommended a tenant be present when entering the property. The practice of calling at a property unannounced at unsociable hours (10pm to 9am) will be viewed in a very serious light. Where access to a tenant's room is required in response to the reporting of a repair, it is recommended that 24 hours notice be given. However where a student tenant has given permission for site staff and/ or contractors to enter their room in their absence to carry out the repair, the requirement for notice may be waived. Even in these circumstances, where notice can be given then it should be. If a student tenant requires notice to be given before the site staff or contractors enter their property they should not be denied this. Therefore under the procedure for reporting a repair the option of stating that prior notice is required should be clearly available for the student tenant to indicate. Any potential charges for missed appointments that have been pre-arranged should be clearly stated within the reporting procedure.

4.18. Ensure that where there are a series of repair works required in one flat/ room, the student/s are kept fully informed of the timescale of the programme of works and that disruption is kept to a minimum.

Purpose of clause: To avoid unnecessary disruption to the tenant's quiet enjoyment of the property and to minimise disputes resulting from a lack of communication between provider and tenant.

Guidance: Where possible, it would be advisable to plan for non-urgent repair work to take place during university vacations, to avoid affecting students' academic work. Where this is not possible, the provider should avoid examination periods for this type of maintenance work.

4.19. Ensure that all materials and debris are removed from the flat/ room upon the completion of the work.

Purpose of clause: To ensure that the property is in a liveable condition and avoid any health and safety problems.

Guidance: All contractors should be made aware of this requirement and site staff should make every effort to check that the flat/ room is left in an acceptable condition upon completion of the work.

4.20. Ensure that contractors are accompanied by site staff, unless it is impractical, and ensure they behave in a professional and courteous manner at all times.

Purpose of clause: To avoid disputes arising from inappropriate behaviour by contractors.

Guidance: Student tenants should be provided with details of the circumstances when site staff will not attend with contractors (eg planned maintenance programmes such as fire alarm testing, shower head testing etc). Contractors should be issued with written procedures regarding this issue and providers should request feedback from students on the performance of contractors relating to clauses 13, 14, 15, 16 & 17. Contractors should be issued with site ID cards for identification purposes.

4C. Inspections, Cleaning & Maintenance of Communal Areas

4.21. Ensure that, where provided, details of scheduled cleaning times will be displayed on appropriate notice boards within the building.

Purpose of clause: To make students aware of disruptions, thereby minimising disturbance to study and vulnerability to trip hazards.

Guidance: Where possible, cleaning times should be regular and consistent.

Whenever cleaning takes place within communal areas, hazard notices should be placed in appropriate places. It should also be made clear to student tenants which areas they are responsible for cleaning for themselves.

4.22. Ensure that tenants are notified at least 24 hours in advance of any external window cleaning or painting.

Purpose of clause: So students are aware of any temporary impact on their privacy and know to keep windows closed.

Guidance: Ensure that such work is properly scheduled and that staff are aware of this schedule. Notice could be given verbally, via notes delivered to each room/ flat or even via email if CRM systems are properly utilised.

4.23. Ensure that where access is required for routine inspections the student receives notification of the date, time and purpose of the visit not less than 24 hours in advance, except in the case of an emergency.

Purpose of clause: To allow inspections to be carried out at the convenience of both parties.

Guidance: It is recommended that a tenant be present when the provider or their representative inspects the communal area and that the individual tenant be present when inspecting a bed/ study room, in order to avoid the possibility of any accusations of inappropriate behaviour.

4.24. Ensure that the communal lighting is regularly checked and any failed lamps on stairwells and corridors are replaced.

Purpose of clause: To avoid any unnecessary health and safety issues arising from darkened stairwells or corridors.

Guidance: Regular checks to be documented and provided to Manchester Student Homes on request. In addition to regular checks by site staff, tenants should also be advised to report any communal lighting that they find to be out of order. Any reports by tenants should be acted upon as promptly as possible.

4.25. Ensure that any planned and cyclical maintenance, cleaning and servicing programmes are only carried out with due regard to the convenience of students.

Purpose of clause: To prevent any unnecessary disturbance to the students' quiet enjoyment of the property.

Guidance: It would be advisable to plan for non-urgent repair work to take place during university vacations and, ideally, during the summer months, when students' tenancy agreements have come to an end, to avoid affecting students' academic work. Where maintenance has to take place during term time, providers are advised to make themselves aware of when the examinations are scheduled to take place, at the various Higher Education Institutions, and to avoid these periods in particular.

4D. Health & Safety

4.26. Ensure that nothing in the construction, layout, or installation of the building, equipment, furnishings, or fixtures and fittings present a hazard to the health, safety or wellbeing of tenants; as defined under the Housing Health and Safety Rating System (HHSRS).

Purpose of clause: To protect the health, safety and wellbeing of tenants, visitors and staff and to meet the responsibilities set out in the Housing Act (2004) and the Health and Safety at Work Act (1974).

Guidance: Meet repair and maintenance obligations, conduct regular inspections of the buildings and carry out safety checks, for example on gas and electrical installations and appliances.

4.27. Risk assessments must be undertaken and their findings acted upon, so as to limit the likelihood of a hazard under HHSRS occurring, and to limit the potential of harm to tenants, staff and visitors to the scheme.

Purpose of clause: To provide a methodical framework for identifying potential hazards and taking necessary action.

Guidance: Staff should be trained to recognise potential hazards and where necessary professional expertise should be utilised. Assessments should be properly documented and updated annually.

4.28. Supply the students with guidance on the safe use of all cooking, heating and other gas or electrical appliances provided.

Purpose of clause: To ensure the safe use of all appliances in the property.

Guidance: Providers should explain how to use the appliances at the handover of the property. Where possible manufacturers' instructions, or a guide written by the provider, should be made available to tenants.

4.29. Have gas safety checks carried out annually on each property and appliance, in full compliance with the Gas Safety (Installation and Use) Regulation 1994 and the amendments of 1995. Appliances must be serviced annually.

Purpose of clause: To comply with the current regulations and to prevent instances of carbon monoxide poisoning.

Guidance: At the expiry of a Gas Safety Certificate a provider has two weeks to have a new safety check done. Any Gas Safe registered installer can carry out the work as long as they are covered for the appropriate appliances within the property. Ensuring that the engineer they employ is Gas Safe registered and registered for the appliances they are inspecting is the responsibility of the provider. Where gas appliances are located in a separate building from the development, verification of the annual gas safety check should be posted in a central location within the development that is accessible to tenants.

4.30. Have the electrical installation (including wiring, switches and sockets) checked and shown to be in a safe condition and good working order. This should be supported by a certificate from a competent electrician who is a member of a nationally recognised body (e.g. NICEIC). Any report should recommend how often the installation should be re-inspected, subject to a maximum of 5 years.

Purpose of clause: To ensure the safety of electrical wiring.

Guidance: In order for an electrician to certify that the electrical installation is in a safe condition and good working order; they must be registered with NICEIC or another nationally recognised body. It is the responsibility of the provider to ensure that the person carrying out the works is registered with an appropriate body. The electrician would need to provide documentation in order to prove they were competent. For the purposes of registration with Manchester Student Homes the maximum time length that a certificate can remain valid is 5 years.

4.31. Ensure that electrical isolator (trip) switches are properly labelled.

Purpose of clause: So tenants can quickly restore the safe supply of electricity and so make use of lighting and appliances without unnecessary delay.

Guidance: All switches accessible to tenants should be clearly labelled.

4.32. Ensure that kitchens contain an adequate number of appropriately sited electrical sockets.

Purpose of clause: So students are not competing to use a limited number of sockets and can use a range of appliances without overloading sockets.

Guidance: There should, at the very least, be enough sockets to plug in five appliances. Bear in mind that if five or more people are sharing the same kitchen the same appliance may need plugged in more than once. Sockets should also be away from sinks, draining boards and hobs.

4.33. Ensure that where light switches are fitted with automatic timers, lights remain illuminated long enough for tenants to reach their flat/ room or to leave the building.

Purpose of clause: So tenants do not get caught in darkness on stairwells.

Guidance: Tests should be carried out when the lighting systems are installed or maintained to see how long it takes people to reach the furthest point. It is important to bear in mind how long it would take the slowest individual. Residents who have to walk the furthest could also be asked if they feel the time is sufficient.

4.34. Ensure that all electrical appliances are tested and shown to be in a safe condition.

Purpose of clause: To ensure that all appliances provided by the provider are in a safe condition.

Guidance: The Electrical Equipment (Safety) Regulations 1994 require providers to ensure the appliances they provide are safe to use when first supplied. Each time the property is re-let, it will be classed as supplying to that tenant for the first time. Providers therefore need to maintain the electrical equipment they supply; taking reasonable practical precautions to ensure the appliances are safe. A combination of visual inspection, and formal inspection and testing by a competent person, should achieve this. It is recommended these inspections should take place annually, preferably during the summer vacation, as a part of a planned maintenance programme. The electrician would need to provide documentation in order to prove they were competent. For the purposes of registration with Manchester Student Homes the maximum time length that a certificate can remain valid is 5 years.

4.35. Ensure that all kitchens are designed and installed having regard for safety.

Purpose of clause: To limit the risk of harm to residents when using the kitchen.

Guidance: Designs should reflect ergonomic principles.

4.36. Ensure robust procedures are in place for dealing with outbreak of infectious illness or disease at the scheme.

Purpose of clause: So that a provider can react quickly and effectively to inform tenants, the universities and the local health authority and provide whatever support they can to those affected.

Guidance: The procedure should be in writing and accessible to staff. It should be reviewed and kept up to date.

4.37. Ensure that hot and cold water systems are installed, monitored and maintained in accordance with statutory public health requirements, including testing for Legionella.

Purpose of clause: To protect tenants, visitors and staff from illness and disease in accordance with the provider's legal responsibilities as an accommodation provider.

Guidance: Testing must be in line with statutory requirements, recorded and provided to Manchester Student Homes on request.

4E. Fire Safety

4.38. **Ensure a comprehensive and up-to-date fire safety risk assessment has been conducted and acted upon. The responsible person should carry out a fire risk assessment and make sure the property has adequate and appropriate fire safety measures in place.**

Purpose of clause: To ensure that adequate fire safety precautions are in place to limit the likelihood of fire occurring, and, to reduce the potential harm to tenants if fire does occur. To comply with the requirements of the Regulatory Reform Order (Fire Safety) 2005.

Guidance: Providers should consider the construction, size and layout of the building, the number, age and lifestyle of occupants, the means of escape, the coverage and complexity of detection/ alarm systems and management practices at the scheme. The aim should be to limit the likelihood of a fire occurring and to ensure that all occupants can escape to a place of safety if a fire occurs.

All fire safety arrangements within the property should also comply with the Housing Act 2004 and providers should seek further advice from Greater Manchester Fire and Rescue Service (GMFRS)/ Manchester City Council as necessary.

Guidance is available and we encourage providers to read:

- LACORS Housing - Fire Safety Guidance on fire safety provisions for certain types of existing housing.
- Fire Safety Guide – Sleeping Accommodation.
www.firesafetyguides.communities.gov.uk
- British Standard BS9997:2019.
- BS ISO22301: 2012

The FSO provides the compliance framework necessary to ensure effective fire safety management arrangements for occupied buildings.

Articles 8-24 of the FSO specify the statutory duties of the Responsible Person (RP) and all must be complied with to the extent that they apply. However, some Articles have universal application and it is these that form the basis of this Section. All other Articles must also be complied with to the extent that they apply.

4.39. Fire Risk Assessment.

Article 9 requires a Fire Risk Assessment (FRA) to be undertaken. FRAs provide the fire risk baseline and therefore the foundation from which the fire safety management system and fire risk reduction strategy are built.

For residential accommodation there are 4 possible types of FRA:

Type 1 Fire Risk Assessments are the most common type and is a non-destructive assessment of the common areas of the building only and does not include access to the private dwellings. In some instances, it may be requested by the client to inspect the front door of the private dwellings as part of the assessment.

Type 2 Fire Risk Assessments are similar to Type 1 assessments of the common areas of the buildings only. Type 2 assessments should only be carried out if there is good reason to believe the structural compartmentation is flawed as this involves a contractor sampling the construction, carrying out any fire stopping afterwards.

Type 3 Fire Risk Assessments are non-destructive assessments which cover beyond the requirements of legislation and consider the individual dwellings in addition to the common parts.

Type 4 Fire Risk Assessments are similar to Type 3 assessments in the individual dwellings and common parts. Like Type 2, Type 4 assessments should only be carried out if there is good reason to believe the structural compartmentation in both the common areas and individual dwellings are flawed and will again involve a contractor sampling the construction in the areas in question.

This Code requires that a **Type 3** Fire Risk Assessment (as a minimum) is undertaken by an independently accredited Fire Risk Assessor. Article 9 also states that the *“assessment must be reviewed by the responsible person regularly”*.

The law doesn't define what frequency is meant by “regularly” but this Code requires a maximum review period of two years and that the findings and recommendations included in FRA reports are acted upon within a reasonable timeframe. The remediation timeframe must be agreed with Manchester Student Homes.

The Fire Safety Act 2021 amended the FSO and as a consequence Article 6 now states;

“(1A) Where a building contains two or more sets of domestic premises, the things to which this order applies include—

- (a) the building's structure and external walls and any common parts;*
- (b) all doors between the domestic premises and common parts (so far as not falling within sub-paragraph (a)).*

(1B) The reference to external walls includes—

- (a) doors or windows in those walls, and*
- (b) anything attached to the exterior of those walls (including balconies)”.*

Therefore, all FRAs must now include these aspects. Furthermore, all FRAs must include some assessment of apartments and individual student bedrooms. Reports where they are excluded from scope are not acceptable. It is not required that every apartment or student bedroom be inspected but at least 20% should be sampled, distributed across the building. Students commonly interfere with detectors (so as to smoke in their rooms) and often introduce prohibited items that can cause fire (see also 4.39 and 4.42).

4.40. Principles of Prevention.

Article 10 states that the principles of prevention must be applied. These principles are included at Part 3 of Schedule 1 to the FSO:

"The principles are -

- (a) avoiding risks;*
- (b) evaluating the risks which cannot be avoided;*
- (c) combating the risks at source;*
- (d) adapting to technical progress;*
- (e) replacing the dangerous by the non-dangerous or less dangerous;*
- (f) developing a coherent overall prevention policy which covers technology, organisation of work and the influence of factors relating to the working environment;*
- (g) giving collective protective measures priority over individual protective measures; and*
- (h) giving appropriate instructions to employees."*

In simple terms, the imperative is to avoid ignition sources coming into contact with combustible materials. A fire will not start if this is achieved. Whilst the FRA process provides an audit of preventative and protective measures it does not, on its own, demonstrate compliance with Article 10 and regular management inspections need to be conducted and the outcomes recorded so as to demonstrate a proactive approach. This Code therefore requires evidence of the preventative and protective inspection regimes that have been put in place.

A suggested Log Book is provided at Appendix 1 as a means for ensuring and evidencing that all preventative and protective checks have been carried out.

4.41. Fire Safety Arrangements.

Article 11 requires that the RP

"must make and give effect to such arrangements as are appropriate, having regard to the size of his undertaking and the nature of its activities, for the effective planning, organisation, control, monitoring and review of the preventive and protective measures."

The FSO does not specify how this is to be done. However, demonstrating alignment to British Standard BS9997: 2019 *"Fire risk management systems — Requirements with guidance for use"* will be deemed sufficient evidence for the purpose of this Code.

Taking this clause together with 4.40 It is important to note that people's behaviour is one of the main causes of fire so an effective fire risk management system is not just about the condition of the building and its safety systems. It is also about the implementation of safety rules (e.g. no smoking) and the way compliance with such rules is monitored and enforced.

Aligning your fire risk management system with BS9997 may take time to effect but a commitment of "working towards" the standard is required. Your project plan for this exercise must be provided to Manchester Student Homes and a progress report provided each year. Once achieved, further evidence of being independently accredited against the standard will be considered as Accreditation Plus.

4.42. Management of False Alarms of Fire.

Purpose of clause: Too many false alarms can lead to a "cry wolf" mentality by residents with the potential that fire alarm activations are ignored. Preventing false alarms is, therefore, a critical safety issue. Additionally and because GMFRS needs to be available to attend genuine emergencies, the Localism Act 2011 enabled fire and rescue services to charge for attendance at false alarms.

Guidance: A testing and maintenance regime in accordance with BS5839 is therefore essential to ensure that the fire alarm and detection equipment are all working as they should. Training and education of student tenants is also important because many false alarms are caused by people's behaviour.

4.43. Compliance with the Fire Safety (England) Regulations 2022.

- (a) *The Fire Safety (England) Regulations 2022 that comes into force on 23rd January 2023 and implement many of the recommendations made to government in the Grenfell Tower Inquiry Phase 1 report.*
- (b) *The regulations make it a legal requirement for responsible persons of high-rise blocks to provide information to GMFRS to assist them to plan and, if needed, provide an effective operational response.*
- (c) *Also, the regulations require responsible persons in multi-occupied residential buildings which are high-rise buildings [> 18 metres high or > 7 storeys], as well as those > 11 metres, to provide additional safety measures.*
- (d) *In all multi-occupied residential buildings, the regulations require responsible persons to provide residents with fire safety instructions and information on the importance of fire doors. These regulations apply to existing buildings.*
- (e) *i) In high-rise residential buildings, responsible persons are required to:*
 - **Building Plans:** *provide GMFRS with up-to-date electronic building floor plans and to place a hard copy of these plans, alongside a single page building plan which identifies key firefighting equipment, in a secure information box on site.*
 - **External Wall Systems:** *provide to GMFRS information about the design and materials of a high-rise building's external wall system and to inform GMFRS of any material changes to these walls. Also, they will be required to provide information in relation to the level of risk that the design and materials of the external wall structure gives rise to and any mitigating steps taken.*

- **Lifts and other Key Fire-Fighting Equipment:** undertake monthly checks on the operation of lifts intended for use by firefighters, and evacuation lifts in their building and check the functionality of other key pieces of firefighting equipment. They will also be required to report any defective lifts or equipment to GMFRS as soon as possible after detection if the fault cannot be fixed within 24 hours, and to record the outcome of checks and make them available to residents.
 - **Information Boxes:** install and maintain a secure information box in their building. This box must contain the name and contact details of the Responsible Person and hard copies of the building floor plans.
 - **Wayfinding Signage:** to install signage visible in low light or smoky conditions that identifies flat and floor numbers in the stairwells of relevant buildings.
- ii) In residential buildings with storeys > 11 metres, responsible persons are required to:
- **Fire Doors:** undertake annual checks of flat entrance doors and quarterly checks of all fire doors in the common parts.
- iii) In all multi-occupied residential buildings with two or more sets of domestic premises, responsible persons will be required to:
- **Fire Safety Instructions:** provide relevant fire safety instructions to their residents, which will include instructions on how to report a fire and any other instruction which sets out what a resident must do once a fire has occurred, based on the evacuation strategy for the building.
 - **Fire Door Information:** provide residents with information relating to the importance of fire doors in fire safety.

Providers will comply with these regulations insofar as they apply to individual properties and provide documentary evidence of said compliance when requested.

4.44. Procedures for serious and imminent danger and for danger areas.

Article 15 requires that the RP must:

- "(a) establish and, where necessary, give effect to appropriate procedures, including safety drills, to be followed in the event of serious and imminent danger to relevant persons;*
- (b) nominate a sufficient number of competent persons to implement those procedures in so far as they relate to the evacuation of relevant persons from the premises; and*
- (c) ensure that no relevant person has access to any area to which it is necessary to restrict access on grounds of safety, unless the person concerned has received adequate safety instruction."*

To raise residents' awareness of fire safety procedures it is essential that a copy of all fire safety procedures is appropriately positioned within each flat and that all residents are requested to acquaint themselves with them.

Fire safety procedures should include a plan showing the recommended escape route in case of a fire, including any additional information particularly applicable to disabled residents, how to raise a fire alarm, advice on how to use fire safety appliances and a warning regarding the potential consequences of misusing fire safety equipment. Where appropriate, residents should be advised that lifts should not be used in case of a fire.

Regular evacuation exercises must be planned and recorded with outcome reports provided to Manchester Student Homes on request. It is recommended that an evacuation exercise be conducted at the beginning of each new academic year and then for each subsequent semester.

It is the responsibility of the provider to ensure suitable and sufficient arrangements are in place to evacuate people with disability and specific bespoke arrangements will need to be addressed on a case by case basis.

4.45. Maintenance.

Article 17 requires the RP to:

"ensure that the premises and any facilities, equipment and devices provided in respect of the premises ... are subject to a suitable system of maintenance and are maintained in an efficient state, in efficient working order and in good repair".

This Code therefore requires records of such maintenance and testing to be made available for inspection by Manchester Student Homes when requested. Additionally and where a fire risk assessor has made recommendations, an update on implementing such recommendations is required at the next date of reregistration.

4.46. Training.

Article 21 requires the RP to *"ensure that his employees are provided with adequate safety training"*. Whilst the FSO refers to employees, for the purposes of this Code the term is deemed to also include residents.

The training required by Article 21 must:

- "(a) include suitable and sufficient instruction and training on the appropriate precautions and actions to be taken by the employee in order to safeguard himself and other relevant persons on the premises;*
- (b) be repeated periodically where appropriate;*
- (c) be adapted to take account of any new or changed risks to the safety of the employees concerned;*
- (d) be provided in a manner appropriate to the risk identified by the risk assessment; and*
- (e) take place during working hours".*

It is known that many fires are caused by people's behaviour. We also know that young people are generally inexperienced and often ignorant of potential fire hazards. Housing providers have a duty of care towards their residents and need to do as much as reasonably practicable to ensure residents are fully informed.

The "principles of prevention" (Article 10), basic techniques to prevent fires and all building safety related documents, should be compiled and issued to each tenant on occupation and annually thereafter. Additionally individual briefings should also be provided wherever possible.

4.47. Business Continuity and Emergency Planning.

ISO 22301: 2012 is the international standard for business continuity management systems. There is no requirement for providers to be fully compliant with this standard but it is required that providers have suitable and sufficient contingency arrangements in place to ensure continuity of accommodation for residents who may be displaced by a fire (or other event).

Whilst continuity of accommodation is an essential contingency following a fire, there will likely be other considerations. Residents may have lost possessions either permanently because of the fire or temporarily because they can't access the building – including their ability to procure food or clothing - so contingency plans must include such arrangements for supporting those affected.

All staff should be aware of the contingency plans which should be freely available as part of site policies and procedures and should be provided with clear guidelines as to where and when the plan will be implemented and their part in its implementation.

4F. Security

4.48. **Ensure that all external doors are of solid construction with a secure locking system that is capable of being opened from the inside without the use of a key.**

Purpose of clause: To secure the accommodation, while also allowing for safe exit in the event of a fire or other emergency.

Guidance: Doors must be at least 44mm thick to allow for a mortise lock to be fitted, without weakening the door. Where an internal thumb turn lock is fitted, there should also be a surface mounted rim latch. Any letter-box should be sited away from thumb turn locks. Any glazing in external doors should be laminated. Any intercom systems should not allow access to the building without the tenant being able to establish the identity of the caller.

4.49. **Ensure that the door frames are of strong construction and well secured to jambs.**

Purpose of clause: To enable the doors to be securely fitted.

Guidance: The door frame must be securely fixed and in good condition in order for a solid door with a mortise lock to be effective in securing the property.

4.50. **Ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks.**

Purpose of clause: To deter burglars from gaining access to the property through the windows.

Guidance: New PVC(u) windows should be made to British Security Standards

BS7950. Any new locks fitted to existing PVC(u) windows should be fitted by a specialist or a member of the Master Locksmiths Association. A burglar with the right tools will break through a window lock eventually, but fitting one in the correct manner will force them to take more time and make more noise

4.51. Ensure that any advertised additional security features are provided in accordance with the information provided to students.

Purpose of clause: To avoid allegations of misrepresentation and/or invalidating tenants' personal belongings insurance.

Guidance: Where a security feature has been advertised as being available, then it, or a feature of similar value, should be maintained for all of the contract year. If there is some doubt as to whether an additional security feature will be available, this facility should not be advertised.

4.52. Ensure that all external lighting is properly serviced and maintained.

Purpose of clause: To avoid the creation of dark areas, which may increase vulnerability to crime.

Guidance: External lighting should be regularly inspected and any issues of repair should be dealt with promptly. The ability for student tenants to report repair problems relating to external lighting should be included within general repair procedures.

4.53. Ensure that boundaries, car parking facilities and bicycle storage facilities are properly secured.

Purpose of clause: To inhibit access, to non-tenants, to the grounds of the property and protect vehicles kept within those grounds.

Guidance: Perimeter security fencing and walls should be of a height to sufficiently deter potential intruders (a minimum height of 2.1m is recommended). It is recommended that walls over 6 feet tall should also have fitted additional security toppings (notices declaring the toppings are there should be prominently displayed). All entrance gates should have a locking facility to only allow access to anyone with legitimate reasons for being on the grounds. It is also important to ensure that, if intruders are able to circumvent physical security measures to enter the property, measures are in place to deter their exit. Where car parking and bicycle storage facilities are provided, the area should be well lit and preferably covered by CCTV.

4.54. Provide students with information and advice on the proper use of all security measures and keeping their property safe.

Purpose of clause: To minimise the risk of breaches to the security of the property.

Guidance: This information should be provided to students at the beginning of the tenancy. Providers may also wish to consider prominently displaying posters within the flats reminding tenants to lock all doors and windows when they are leaving the property and to be aware of any strangers following them into the property. Information and advice on all aspects of this section of the Code can be obtained from Greater Manchester Police.

4.55. Ensure there is a robust security plan for the scheme in place and that this is acted upon. This plan should be made available to tenants on request.

Purpose of the clause: To provide a focus on security at the scheme, a framework for evaluation, a plan of action and to set out the responsibilities of different staff roles.

Guidance: Information and guidance on security matters can be obtained from Greater Manchester Police. The plan should be available on request by Manchester Student Homes.

4G. Environment

4.56. Ensure that the exterior of the property is presentable so as not to detract from the overall look of the area.

Purpose of clause: To ensure that student properties do not detract from the overall appearance of an area; to enhance relations with the local community; and to prevent student properties being targeted by criminals.

Guidance: Providers should draw up a programme of cyclical works to ensure that exterior works are carried out within reasonable timescales.

4.57. Ensure that the surrounding grounds are properly maintained, do not become overgrown and, within reason, are kept free from waste and litter.

Purpose of clause: To ensure that student properties do not detract from the overall appearance of an area and to prevent the creation of a public health hazard.

Guidance: Providers should ensure that the grounds are regularly inspected and maintained. Sufficient bins should be supplied within the grounds of the property.

4.58. Provide an area for refuse disposal and recycling sufficient for the number of students, with the area kept as clean as possible. Waste should be collected with sufficient frequency to avoid a build up of refuse.

Purpose of clause: To prevent the build up of large amounts of rubbish outside the property causing a fire hazard and a public health hazard.

Guidance: It is recommended that refuse storage containers be provided in line with the requirements of the local refuse collection service. Regular inspections of the waste disposal area should be kept to monitor the necessary frequency for the collection of waste.

4H. Services

4.59. Ensure that facilities are provided for the washing and drying of clothes. The ratio of washers and dryers to tenants should be no greater than 1:75 with allowances made for machine malfunction.

Purpose of clause: To allow students the convenience of doing their laundry where they live.

Guidance: Outside providers can be contracted to supply and maintain laundry facilities. Providers should ensure that facilities are available for the use of disabled tenants.

4.60. Display details of the company responsible for supplying and maintaining the laundrette, and the means of reporting a fault.

Purpose of clause: So tenants are aware of who is responsible for maintaining the service and can report faults as and when they occur.

Guidance: As well as displaying this information in the laundrette, it should also be made clear to the tenants at check-in and as part of a welcome pack.

4.61. Ensure the opening times of the laundrette are clearly displayed.

Purpose of clause: To keep students informed of key aspects of the services on offer.

Guidance: As well as displaying this information in the laundrette, it should also be made clear to the tenants at check-in and as part of a welcome pack.

4.62. Ensure that any amenity provided in communal areas is kept in working order and is available for its intended use.

Purpose of clause: To avoid allegations of providing misleading information about the property.

Guidance: Amenities should be regularly inspected and any issues of repair should be dealt with promptly. The facility for student tenants to report repair problems relating to these amenities should be included within general repair procedures. Where there is any doubt as to whether an amenity will be available, it should not be referred to in any advertisements for the property.

4.63. Ensure that students are aware of the procedures for the distribution of incoming mail. Where the mail needs to be collected it should be stored in a convenient and secure location.

Purpose of clause: To ensure that there is no opportunity for any mail to be tampered with after it reaches the property.

Guidance: Providers should make suitable arrangements for the delivery of all items. Where bulky items, which may not fit in mail boxes, will not be signed for then student tenants should be informed of how to receive such items.

4.64. Where management have responsibility for distributing mail, this should be done on all standard working days within 24 hours of the mail being delivered to the scheme. Parcel collection notes should be distributed to tenants within the same timescale.

Purpose of clause: So that when it comes to receiving mail tenants are not disadvantaged by living at the scheme.

Guidance: Staff should clearly understand the processes for managing post and these should be built into standard daily routines.

4.65. Ensure robust procedures are in place in the eventuality of a major breakdown in services or equipment.

Purpose of clause: So staff can respond in an organised and efficient way that maximises the level of service to students.

Guidance: Processes should have the following aims and objectives:

- Restoring services;
- Organising alternative services;
- Keeping tenants informed;
- Making good any short falls in service to students.

4I. Anti-Social Behaviour (ASB)

4.66. To ensure that reasonable action to prevent and/ or reduce anti-social behaviour and noise will be taken.

Purpose of clause: In the event of any noise and/ or anti-social behaviour (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, providers 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.

Guidance: Providers should draw up anti-social behaviour strategies, policies and procedures for the Hall and the surrounding community, and work with Manchester Student Homes to develop these as required. Providers should ensure accurate records of all incidents are collected to identify patterns and trends

4.67. That you undertake to seek advice as soon as you become aware of nuisance or anti-social behaviour being perpetrated by your tenant, their cohabiters or visitors to the scheme.

Purpose of clause: To ensure that early intervention in anti-social behaviour and noise related matters are being supported by working in partnership with Manchester Student Homes and where appropriate statutory and non-statutory agencies so that a resolution is reached swiftly and noise and or anti-social behaviour is reduced or negated.

Guidance: Providers should seek to undertake to have clear lines of communication with statutory and non-statutory agencies and engage them in supporting interventions.

4.68. That should you become aware of behaviour including, but not limited to: drug dealing; racial harassment or physical violence; hate crime; sexual violence; and assaults. You will report such incidents to the police.

Purpose of clause: To ensure that illegal activities that may take place within a hall and are perpetrated by students are reported to, and dealt with by, the appropriate people.

Guidance: Providers will ensure that all staff have contact details for the local area police officers/ community support officers and that staff are aware of the policy to involve GMP at this level. Providers will also keep Manchester Student Homes informed of specific incidents, patterns and trends on incidents. Providers will have of procedures for dealing with all types of incidents including confiscation of drugs/ other items.

4.69. That your tenants are aware of what to do should they experience anti-social behaviour, including reporting the problem to you.

Purpose of clause: To ensure tenants report problems in the proper manner so they can be swiftly resolved.

Guidance: All information should be provided at the commencement of the tenancy. It should be clearly set out in a type size not less the 10 point and should include a clear, large print statement (16 point) in a prominent place about the availability of alternative formats. Procedures should include information regarding which members of staff this particular type of problem should be reported to and where and when they can be contacted. Staff are expected to engage with Manchester Student Homes and external agencies as required for support (particularly is issues are external to the scheme). Providers should develop a local charter for tenants which is shared with those living within the scheme, displayed clearly in prominent locations and/ or available on website/ media platforms.

4.70. Neighbouring residents have access to and are eligible to use the Code Complaint procedure (section 3). A neighbour is defined as a resident within the same or adjacent street or someone who lives within 200 metres of scheme.

Purpose of clause: So neighbours affected by noise nuisance and/ or anti-social behaviour have recourse of action that holds students to account for their actions and providers to account for their performance against this Code.

Guidance: Local residents can contact the universities' Off-Campus Student Affairs Officer on 0161 275 0750 or email manchesterstudenthomes@manchester.ac.uk. The provider to evidence the ways in which they proactively/ reactively deal with issues around transient noise within proximity to the scheme.

4J. Facilities for Disabled Student Tenants

4.71. Ensure that properties comply with the provisions of disability discrimination legislation.

Purpose of clause: To avoid providers unlawfully discriminating against disabled students.

Guidance: Providers should ensure that they are familiar with this legislation and that suitable policies are developed accordingly, which all staff should be trained to follow.

4.72. Ensure that prospective tenants are asked whether they require support in relation to a disability.

Purpose of clause: To avoid placing undue pressure on prospective disabled tenants and to comply with relevant legislation.

Guidance: Providers should ensure staff are trained to deal with disabled tenants in an appropriate and sensitive manner. Consideration should be given to the types of request that may be received and the requirements for implementing that request.

4.73. Ensure that an audit is carried out on the property that details any provisions for disabled tenants and the potential to cater for a prospective disabled tenant.

Purpose of clause: To allow providers to respond appropriately when approached by a disabled student with a request for accommodation.

Guidance: When carrying out a general audit, providers should be aware that every individual's needs can be very different. For this reason, providers are advised to invite disabled applicants for their accommodation to visit the accommodation, at the earliest possible stage, to discuss any additional requirements they may have. General advice on undertaking an audit on provisions for the disabled can be found within the Equality Act 2010.

4.74. Ensure that all documents relating to the property, including publicity material, are available, upon request, in a format that is accessible to disabled students. Disabled students should be asked what their preferred format is.

Purpose of clause: To allow all students to have equal access to information regarding the property.

Guidance: Providers should ensure that each document includes a clear declaration that the information is available in alternative formats, upon request. Providers should be prepared to respond to such requests within a reasonable timescale. If the provider requires advice about any requests, they should inform Manchester Student Homes, who will approach the Disability Officers at the appropriate university for guidance.

4.75. Ensure that, where appropriate, personal emergency evacuation plans are in place for disabled students.

Purpose of clause: To ensure that any disabled tenants are not subjected to any unnecessary risk and that the property can be safely evacuated, in the event of fire, or any other emergency. Evacuation plans should be available on request by Manchester Student Homes.

Guidance: Further guidance can be found in 'HM Government – Fire Safety Risk Assessment (Supplementary Guide) – Means of Escape for Disabled People'.

4.76. Ensure that any adaptations required to allow the student enjoyment of the flat be carried out prior to commencement of the tenancy.

Purpose of clause: To ensure that all commitments given by the provider before the commencement of the tenancy are fulfilled.

Guidance: Providers are advised to arrange for any disabled applicants to visit the accommodation at the earliest possible stage, to discuss any additional requirements they may have. There may occasionally be students who have a disability who do not decide to study in Manchester until very late in the admissions process, for whom it is not possible to guarantee that adjustments will be made prior to the commencement of the academic year. In this situation, providers should make it clear to the student what can be achieved and when the adjustments will be complete.

4.77. Ensure that any adapted flats are not allocated to non-disabled student tenants until it is clear that a request for such accommodation by a disabled tenant will not be received by the start of the academic year.

Purpose of clause: To ensure that disabled students who apply for university late in the application process are not discriminated against with regards to securing suitable accommodation.

Guidance: Providers should not allocate a non-disabled tenant into an adapted flat earlier than 7 days prior to the commencement of the standard start date.

4.78. Ensure that, should a student become disabled during the course of their tenancy, every effort shall be made to comply with any reasonable requests to enable them to continue their tenancy within the property.

Purpose of clause: To ensure that students who become disabled suffer a minimum amount of disruption with regards to accommodation.

Guidance: Where a suitable adapted flat is currently occupied by a non-disabled student, a request should be made to that tenant to re-locate within the scheme. If that tenant refuses or if the adapted flat is appropriately tenanted, then a costing should be undertaken of adapting the disabled student's current flat. Where the costs are prohibitive, communication should take place between the various accommodation providers, including the educational institutions, through Manchester Student Homes if necessary, to seek re-location within a suitably adapted flat within another property.

4K. Supporting Student's with Disabilities in Housing

4.79. To uphold the Equality Act 2010 when supporting students with disabilities in housing.

Purpose of clause: To comply with the Equality Act 2010 that defines a disabled person as being a person who has "*a physical or mental impairment that has a substantial and long term adverse effect on his or her ability to carry out normal day to day activities*" and to ensure that suitable and sufficient housing for student tenants with disabilities in order for them to live independently.

Guidance: As part of the commitment to uphold the Equality Act 2010, Larger Student Schemes have a duty to make reasonable adjustments for an individual who is at a substantial disadvantage at that time due to their disability. They also must ensure to take positive steps to anticipate the needs of potential disabled student tenants before they access the service. Providers have a duty to make reasonable adjustments to a provision, criteria or practice of/ lack of the provision of an auxiliary aid or service which places a person at a substantial disadvantage due to their disability. A failure to make a reasonable adjustment is unlawful and amounts to discrimination. It may be that providers will need to:

- Change a provision, criterion or practice;
- Change a physical feature; and/ or
- Provide an auxiliary aid.

4.80. Ensure all disrepairs that prevent a student tenant with disabilities to live independently are dealt with in 24 hours.

Purpose of clause: To prevent customers with disabilities further adverse effects on disabilities due to disrepairs.

Guidance: Where a student has declared that they are impacted by a disabilities and a disrepair is further disrupting their ability to live independently, the repair is categorised as an emergency repair and should be addressed within a 24 hours. If this is not feasible then the student should be offered suitable alternative accommodation.

4.81. Charges for rooms adapted for use by students with disabilities do not exceed the standard rate of a bedroom.

Purpose of clause: To ensure student tenants are not discriminated against through advertising and pricing of larger, suitable accommodation.

Guidance: As part of its commitment to assist students with disabilities, it is agreed that charges for rooms adapted for use by students with disabilities should not exceed the normal room rate for that development.

4L. Providing Effective Wellbeing Support

Introduction: Students may be at risk of mental health issues when studying at university and staying in student accommodation. This can arise out of feelings of isolation, or the stress caused by those students experiencing, for the first time, the financial, social, academic and psychological pressures of adulthood and living away from home.

Under the Equality Act 2010, it is unlawful for service providers, including providers of student accommodation, to discriminate, harass or victimise prospective student tenants or student tenants on the grounds of a characteristic protected by the Act. Accommodation providers are also obliged to anticipate and put in place reasonable adjustments to avoid student tenants with protected characteristics being treated less favourably.

Students with mental health difficulties may be protected by the Act and providers will need to pay careful attention to the duties owed to them when delivering pastoral and accommodation services.

Providing effective wellbeing support, the provider will:

4.82. All accredited providers should take steps to ensure they have in place adequate wellbeing policies and protocols to maintain a structured and effective support to students.

Purpose of clause: The Accommodation provider has in place appropriate policies and procedures to support occupants that are experiencing health and wellbeing issues, which include encouraging them to access relevant support services, and procedures to ensure the relevant organisations are contacted if an occupant is thought to be at risk, including Police, NHS and the educational establishment's officer/ department (where data protection and confidentiality legislation permits) and Manchester Student Homes.

Guidance: protocols and policies should cover reactive responses to varying levels of mental health and wellbeing cases. Good general crisis management procedures should be proactively put in place, consistently followed and regularly reviewed. Providers should know the range of incident procedures university partners have in place and ensure that subsequent to emergency services, Manchester Student Homes is the next point of contact.

When reacting to a specific incident, providers need to ensure that they have procedures in place that establish:

- Who needs to be communicated with about the incident?
- How will that communication be conducted?
- Is support being provided by appropriately trained and experienced people?

Post-incident, accommodation providers need to have predetermined policies in place that consider:

- What practical actions are needed after the incident?
- What immediate debrief support is needed by the team?
- Is anyone, staff or student, in need of ongoing support? How will they be communicated with and that support be provided?
- How will the incident be reviewed and the learnings captured?

4.83. Staff have been trained on, or will have sufficient knowledge of, the procedures in place to refer students experiencing a health or wellbeing issue.

Purpose of clause: Staff providing a residential presence clearly understand their role and responsibilities and receive an appropriate level of structured and pre-planned training prior to commencing their duties.

Guidance: So that they can deliver effective wellbeing support, frontline staff should receive training in:

- Awareness of student wellbeing issues, including recognising the signs of mental distress and issues such as depression, self-harm, anorexia and potential suicide;
- Confidentiality;
- Active listening and communicating with students in distress;
- Signposting;
- Boundary management;
- Responding to students in distress, including how to assess and contain urgent situations and how to refer cases to appropriate professional support;
- Mental health first aid or equivalent;
- Inclusivity and equality; and
- How staff can manage their own wellbeing and avoid putting themselves at risk of harm.

4.84. Support for International Students.

Purpose of clause: Many accommodation providers house a high proportion of international students and should account for this in wellbeing provision. This group of students is more likely to experience loneliness during their time at university and may encounter difficulties due to language or cultural barriers.

Guidance: Recognising this, providers should ensure that accommodation staff try to make contacts among the various nationality groups within the accommodation so a level of 'cultural competence' is obtained. This will enable a greater understanding of specific issues for each group. For example, students from some countries may attach real stigma to disclosure of mental health issues while others have added pressures to succeed because their family has made significant financial and personal sacrifices to send their daughter or son to study in the UK.

4.85. Providers will ensure completion of the Wellbeing Self-Assessment Tool.

https://issuu.com/msh9/docs/student_wellbeing_self_assessment_tool

Purpose of clause: The Wellbeing Self-Assessment Tool will provide guidance on the welfare support provided to occupants and will also provide an insight on where improvements need to be made. In order to assist providers in doing this, the self-assessment tool which outlines what providers should consider for their reactive wellbeing protocols.

Guidance: It is vital that providers proactively look at their wellbeing protocols on a frequent basis and update them in accordance with the developing needs and traits of both tenants and university partners. The need to do this is made even more crucial by the ever-adapting regulatory environment that providers operate in.

4M. Tenant Satisfaction

4.86. **A satisfaction survey of their student tenants is carried out at least every 24 months (during a period in which the majority of tenants are resident) where the owner houses in excess of 300 students and at least every 36 months (during a period in which the majority of tenants are resident) where 300 students or less are housed by a single supplier.**

Purpose of clause: To ascertain the standard of service received by the tenant and to highlight areas that require improvement.

Guidance: The surveys must allow, across a period of time, for the delivery and provision of services to be benchmarked against those measured in previous years. The surveys must also allow for a consideration of aspects of student life as it relates to their stay in the accommodation provided. The survey will cover both qualitative and quantitative elements including, as a minimum, the following (for the portfolio and each individual development):

- the analysis of respondents by UK and overseas students (where possible EU and non-EU), gender;
- how information was obtained by tenants about where they lived and the accuracy and usefulness of that information;
- information related to arriving at the accommodation: cleanliness of room, helpful staff, friendly greeting and well organised reception;
- whether there are resident staff/ wardens, and if so, whether they were useful and friendly;
- whether the accommodation met expectations;
- the reliability and speed of any web services offered;
- satisfaction with security: personal security and building security
- attitude to domestic services (if provided);
- satisfaction with: cooking facilities, fridge/ freezer, laundrette or washing;
- machines, communal areas, upkeep of grounds and cycle storage;
- quality of maintenance: speed of response to a reported repair, ease of reporting a repair, quality of repair and courtesy of staff;
- do residents know the development is part of the Code;
- an overall measurement of how the tenant rates: management, value for money, whether they would recommend the accommodation to a friend and overall satisfaction.

Part Five - At the end of the tenancy

At the end of the tenancy, the Provider will:

5.1. **Use the inventory and checklist to provide the students with detailed information about the steps they need to take, including the standard of cleaning, to avoid any part of their deposit being retained.**

Purpose of clause: To reduce the number of disputes that arise from disagreements over the retention of all or part of a deposit.

Guidance: Use the original inventory to show any damage that may have been caused during the tenancy. It may be necessary to inspect the property in good time prior to the end of the tenancy to take account of tenants leaving at different times and to give them adequate time to rectify problems. Always remember to give tenants adequate notification of proposed inspection dates.

5.2. **Ensure that all tenants are aware of the mail forwarding arrangements in place not less than 14 days before the end of the tenancy. If no forwarding service is offered this must be made explicitly clear.**

Purpose of clause: So tenants know what arrangements they need to make in order that they continue receiving mail.

Guidance: Such information could be included in a check-out pack and via suitably placed notices towards the end of the year.

5.3. **All undeliverable mail must be returned to the sender.**

Purpose of clause: So that the sender is aware that their correspondent or customer has moved on.

Guidance: This should form part of the standard daily routine for all staff who have a responsibility for managing mail.

5.4. Return deposits within 30 working days of the end of the tenancy or as advised by the tenancy deposit scheme.

Purpose of clause: To avoid disputes caused by the delay in returning deposits.

Guidance: Once keys have been returned any repair works should be carried out as quickly as possible. If the timescale is unlikely to be met the provider should contact the tenant/s to explain why.

5.5. Give a written explanation to the students (including a copy of any invoice where appropriate) if any portion of the deposit is retained.

Purpose of clause: To avoid disputes arising from the retention of deposits.

Guidance: Providers must give a detailed written breakdown of deductions taken from deposits and copy all relevant invoices.

5.6. Provide a tenancy reference when requested by a former tenant. This reference should cover only the individual's performance within the tenancy.

Purpose of clause: To support the good practice amongst private providers of asking for references, to help former tenants in signing up for accommodation and to reflect the practice of university halls of residence.

Guidance: References should be in writing and must only include details pertinent to tenancy such as: period of tenancy, type of tenancy and whether the rent account kept in balance.

Part Six - General Conduct

At all times, the Provider will:

6.1. Issue receipts for all cash transactions.

Purpose of clause: To prevent disputes later in the tenancy about what money has been paid for what purpose.

Guidance: Always detail what the money is being paid for on the receipt.

6.2. Ensure that they and their representatives (including any contractors) comply with all legal responsibilities and behave at all times in a professional, polite, courteous and fair manner towards their student tenants and prospective tenants.

Purpose of clause: To ensure providers comply with all of their legal obligations and deal with their tenants in an appropriate manner at all times.

Guidance: Providers should consider drawing up their own policy document on dealing with their tenants and effectively communicating this to all of their employees, representatives and contractors.

6.3. Ensure that they or their representatives do not market their accommodation within, or directly outside, university and students' union buildings or the Manchester Student Homes office.

Purpose of clause: To avoid any undue pressure, or the appearance of undue pressure, being put on prospective tenants.

Guidance: When visiting the Manchester Student Homes office your staff should avoid communicating with prospective tenants unless they are approached first.

6.4. Not re-direct students who contact them through Manchester Student Homes, to non-registered properties.

Purpose of clause: To ensure no students are misled as to the status of the property.

Guidance: Providers should re-direct students back to Manchester Student Homes if their properties have been let. As soon as a property has been completely let or there are changes to room type/ availability, the provider should inform Manchester Student Homes.

6.5. Not discriminate against prospective tenants or student tenants on the grounds of gender, sexual orientation, race, creed, disability or colour.

Purpose of clause: To ensure fair and equal access to accommodation regardless of a person's race, creed, colour, ethnic origin, gender, disability or sexual orientation.

Guidance: Providers should consider drawing up an equal opportunities policy and communicating it to all their employees, representatives and contractors. Staff will be trained or will have sufficient knowledge of equality and diversity practice to ensure that commitments to equality policies are fulfilled. Tenants will be made aware of the organisation's equality and diversity policies as part of the information provided to tenants and potential tenants in marketing and tenant information.

6.6. Ensure that the owner of the building, their registered office and the name, address and contact details of those responsible for management of the scheme are clearly displayed on a notice board in the main entrance lobby, or in the main stairwell.

Purpose of clause: So tenants are clearly informed as to who has overall responsibility for the accommodation they live in and the services that they receive.

Guidance: This information should be kept up-to-date.

6.7. Ensure that the certificate confirming membership of the Manchester Student Homes accreditation scheme is clearly displayed on a notice board in the main entrance lobby, or in the main stairwell.

Purpose of clause: So tenants are aware of the accredited nature for the scheme they live in.

Guidance: This information should be kept up-to-date.

6.8. Not to subject tenants to internal fining systems. Costs for any damage must be deducted from deposits or by other means sanctioned by law.

Purpose of clause: To avoid unfair or unlawful practices.

Guidance: Providers should seek other means of managing tenant behaviour and should have robust procedures to recover legitimate costs from deposits where there is justification.

6.9. Assist Manchester Student Homes and strategic partners in sending communications to tenants.

Purpose of clause: To inform students of the Manchester Student Homes accreditation scheme and allow valued partners to communicate to students.

Guidance: Providers can agree to distribute leaflets or allow Manchester Student Homes and partners access to carry out the delivery.

6.10. Ensure that the scheme is tenanted solely by students.

Purpose of clause: To avoid inappropriate mixtures of tenure.

Guidance: A decision must be made to market and let the accommodation to full time students only.

6.11. Where buildings contain dwellings that are not all within the control of the Code member, Manchester Student Homes must be informed of these in order to determine whether this warrants any further consideration.

Section Two

Managing A Tenancy During A Period Of Exceptional Circumstances

Managing a tenancy during a period of exceptional circumstances, the Provider will:

EC1. Ensure they have a Business Continuity plan in place to ensure their tenants suffer no, or limited, detriment as a result of the event.

Purpose of clause: To ensure providers have measures in place to deal with the impact of an exceptional circumstance event on both their business and their tenants' living conditions.

Guidance: Business Continuity is about having a plan to deal with difficult situations so that your business can continue to function with as little disruption as possible. A good plan recognises potential threats and analyses what impact they may have on day to day operations. It also provides a way to mitigate these threats, putting in place a framework to allow the key functions of the business to continue.

EC2. Keep aware of and comply with updates to national and local Government guidance, advice and legislative changes.

Purpose of clause: To ensure providers can maintain compliance with all guidance and regulation.

Guidance: There is an additional expectation that, at times of exceptional circumstances, providers should keep themselves abreast of all appropriate guidance on a regular basis. Manchester Student Homes will try to assist in that process by providing updates but this should not be relied upon as the sole source of information.

EC3. Ensure that tenants are advised of updates to national and local Government guidance, advice and legislative changes where it impacts their tenancy.

Purpose of clause: To ensure tenants can maintain compliance with all guidance and regulation and are aware of any impacts on their provider's ability to comply with previously agreed procedures.

Guidance: Once changes are known, where they impact on the tenant/s, they should be communicated as quickly as possible. The method of communication should be such that there is confidence it will be received and the importance understood.

EC4. Ensure that procedures to allow occupation of the property fully comply with all national and local Government guidance, advice and legislative changes.

Purpose of clause: To ensure that procedures for the occupation of the property comply with all guidance and regulation.

Guidance: Providers are familiar with all appropriate advice and guidance and this has been communicated to the tenants in a timely fashion to ensure this can be complied with (on the understanding that such advice is issued with sufficient time to allow the provider to comply).

EC5. Ensure that the condition of the property at the commencement of the tenancy is such to comply with all national and local Government guidance, advice and legislative changes as well as potential tenant anxieties.

Purpose of clause: To ensure that the property has been appropriately presented, taking into account how the exceptional circumstance event will have impacted the incoming tenants' concerns and expectations.

Guidance: Providers are familiar with all appropriate advice and guidance, and this has been communicated to the tenants to manage their expectations. Where appropriate measures to advise tenants in a timely fashion have not been employed, providers should communicate with their tenants openly and courteously where occupation may be delayed and seek to obtain a mutually acceptable solution to any issue.

EC6. Comply with all reasonable measures to control the event that has caused the exceptional circumstances (including in relation to maintenance, repairs and viewings).

Purpose of clause: To ensure that procedures for managing the tenancy fully comply with all guidance and regulation.

Guidance: Providers are familiar with all appropriate advice and guidance, stay updated during the course of the tenancy and that these are communicated to the tenants to manage their expectations.

EC7. Ensure that tenants are informed in a timely fashion to any changes in internal protocols and procedures where it impacts on their tenancy.

Purpose of clause: To ensure tenants' expectations and understanding of how the event will impact their tenancy is fully transparent.

Guidance: Once changes are known they should be communicated as quickly as possible. The method of communication should be such that there is confidence it will be received and the importance understood.

EC8. Attempt to ascertain whether any of their tenants could be viewed as vulnerable and take steps to introduce personal protocols and procedures that take into account their tenants' circumstances.

Purpose of clause: To ensure measures are put in place to deal with any additional intervention that may be required.

Guidance: During the providers' tenancy application procedures, provide the opportunity for any prospective tenant/s to disclose information that would allow providers to identify additional requirements they may need to employ. Providers should be sensitive to a reluctance for this information to be disclosed so give further opportunities at the pre-tenancy stage and during the course of occupation. Such information should be kept confidential where requested.

EC9. Recognise that such an event will potentially have a negative impact on the health and well-being of their tenants, be sensitive to any increased anxiety, and adjust internal protocols and procedures accordingly.

Purpose of clause: To ensure that conduct between the provider and the tenants is appropriate at all times.

Guidance: Providers should have a basic understanding of tenant health and well-being and should ensure that communication is clear, simple and frequent to increase the chance for successful provider/ tenant relations during a time of exceptional circumstance.

EC10. Ensure that where tenants are required to re-locate, they are fully supported and adequate liaison takes place with Manchester Student Homes, the universities and the Local Authority.

Purpose of clause: To ensure tenants are provided with sufficient information to enable appropriate choices and to enable support measure to be put in place.

Guidance: As soon as it is known occupation of a building is no longer possible, the provider should immediately inform Manchester Student Homes and provide details of the universities the occupants are attending to enable appropriate support to be provided. The provider should continue to engage with all interested parties during the course of the issue to ensure the support to tenants can continue to be provided.

EC11. Where a tenant's income or personal circumstances has been negatively impacted by the event, receive and consider requests to mitigate financial hardship.

Purpose of clause: To ensure there are open communication channels between the tenant and the provider.

Guidance: There is an additional expectation that at times of exceptional circumstances, providers should keep abreast of all appropriate guidance on a regular basis. Manchester Student Homes will try to assist in that process by providing updates but this should not be relied upon as the sole source of information.

EC12. Consider, and not unreasonably deny, any reasonable payment plan.

Purpose of clause: To ensure there is a process to deal with any change of circumstance brought about by the event and to minimise additional charges.

Guidance: A provider should have due regard to any change of financial circumstances in both the tenant and the guarantor. Securing a payment plan that discharges the debt without placing the tenant/ guarantor under severe financial hardship should be prioritised. It is not unreasonable for the provider to be provided with evidence to confirm the tenant's/ guarantor's financial position. Any agreed payment plan should be open to review depending on further changes in circumstances.

EC13. Ensure that end of tenancy procedures are fully communicated to tenants in a timely fashion to allow them to reasonably comply.

Purpose of clause: To ensure there is early communication to bring about clarity and transparency.

Guidance: Once changes are known, where they impact the tenant/s, they should be communicated as quickly as possible. The method of communication should be such that there is confidence it will be received and the importance understood.

EC14. Ensure that where the tenant is unable to return to the property, their belongings are stored safely and alternative methods of collection are facilitated.

Purpose of clause: To ensure the tenant's goods are treated in accordance with legislation and leading practice.

Guidance: There is a legal duty on the accommodation provider to take reasonable care of the goods until they are returned to their owner, they also have a responsibility to protect and keep secure any belongings that have been left in a property. If an accommodation provider sells or disposes of the goods without taking the correct steps the tenant could advance a civil claim against them. A provider should refer to Torts (interference with Goods) Act 1977.

EC15. Ensure that where the tenant is unable to return to the property, end of tenancy inventory and deposit retention takes this into account.

Purpose of clause: To ensure the exceptional circumstances event is taken into consideration when determining a breach of tenancy.

Guidance: The condition of a property at the end of the tenancy where the tenant has been advised against return, or where they have been unable to return, is unlikely to be to a similar standard in comparison to if they had been able to return. This is likely to raise end of tenancy costs in some circumstances. A provider should recognise that some of these additional costs will not have been as a result of the deliberate action or inaction of the tenant, and should take the circumstances into account when determining which charges, or the portion of the charges, are passed on.

EC16. Ensure that any unused utility cap that results from a lack of occupation is returned to the tenant/s.

Purpose of clause: To ensure that neither party profits from the exceptional circumstances event.

Guidance: Where there is a stipulated amount of the money that is paid by tenant/s to cover utility usage and where the lack of occupation has resulted in that amount not being used, the provider should identify any unspent amount and return to the tenant/s. The tenant/s should be made aware such a calculation may not be possible until the end of the tenancy and there is not a simple calculation as any underspend could be dependent on such factors as previous over usage and the time of year there was no occupation.

EC17. Have in place a debt recovery procedure that promotes communication and seeks to avoid escalation and the imposition of additional costs for as long as reasonably practical.

Purpose of clause: To promote open communication channels between the parties and reduce the risk of dispute escalation.

Guidance: Early and open communication is important. A provider should request expressions of financial hardship to encourage tenant/s to communicate. Ensure it is understood that as the provider you are open to seeking resolution. Where responses are not forthcoming, then prior to escalating provide adequate warning to the tenant/ guarantor that stipulates the potential additional charges but provides an opportunity to still engage.

EC18. Management of Energy Bills and Fair Usage Terms (in response to energy price increase October 2022).

Purpose of clause: To ensure the management of energy bills is fair.

Guidance: Private halls who charge tenants rent inclusive of bills must ensure that they meet the maximum resale price rules. They must not charge tenants more than the price they are paying for it.

Any financial rebates or discounts provided by the government to support with energy and bills must be passed on to the tenants in the form of a lower payment.

Section Three

Accreditation Plus Standard

The Manchester Student Homes 'Accreditation Plus Standard' sets out standards over and above the rest of the Code of Standards for Larger Student Schemes. Providers who meet these standards will receive preferential advertising on the Manchester Student Homes website.

Several pieces of supporting documentation are required from providers signing up for the Accreditation Plus Standard - please see our Code Declaration Form.

In addition to the Accreditation Plus provisions, we would encourage you to read through the Models and Examples section which follow them on p86.

Part One - Anti-Social Behaviour & Community Engagement

AP1.1. Implement a strategy for managing anti-social behaviour. This strategy should reflect the specific circumstances at the scheme and cover methods of prevention, intervention and enforcement. Performance and progress should be reviewed annually.

Purpose of clause: To demonstrate and emphasise the seriousness of the issue to staff, tenants and neighbours.

Guidance: The immediate vicinity of the scheme should be taken into account, numbers and makeup of local residents, the makeup of tenants, and the likely causes of noise and anti-social behaviour.

AP1.2. Implement a strategy for engaging with the local community that includes regular contact and communication with local residents.

Purpose of clause: To build a closer relationship with local residents that can be useful in easing tensions and making staff aware of particular problems when they occur.

Guidance: Providers should seek to communicate with local residents at least once a year and invite them to the scheme to meet with staff and students.

Part Two - Internal Community Engagement

AP2.1. Implement a strategy for enhancing community cohesion amongst residents of the scheme.

Purpose of clause: To foster a good collegiate atmosphere at the scheme that encourages retention and raises the reputation of the scheme amongst students and parents.

Guidance: This should include the following:

- Creating and supporting student community champions;
- Creating and supporting student resident associations;
- Regular and clear communication to residents;
- Support for social, cultural and sporting activities.

Part Three - Pastoral & Welfare Support

AP3.1. Ensure that tenants have key contact numbers and details of support available in an emergency.

Purpose of clause: To ensure tenants have an understanding of who to contact in the event of an incident occurring when there is no provision of welfare trained staff on site.

Guidance: Provide residents with emergency telephone numbers which are displayed in flats and provided for all residents on a card. Give advice to residents on what constitutes an emergency and what procedures to follow if an emergency arises.

AP3.2. That a start of session hall induction meeting takes place within the first two weeks of term commencing.

Purpose of clause: To ensure that vital information pertaining to anti-social behaviour, welfare support provision and all other aspects of life in a managed hall are communicated to students in a formal setting at the commencement of each academic year.

Guidance: Appropriate venues must be provided to allow the delivery of a formal welcome meeting/ induction and for the session to be delivered to every resident of the hall within the first two weeks of the start of the academic year. Engage with multiple agencies to support the delivery of the session and to ensure key messages are delivered.

AP3.3. That you undertake to provide residential staff that will be available to give advice and provide emergency duty cover at night and over the weekends.

OR

That you undertake to provide Non-Residential Advisors who will undertake regular flat visits and hold surgeries at advertised times.

Purpose of clause: To ensure a high level of pastoral and welfare care provision to students in managed accommodation.

Guidance: Training and induction will be provided to any new or existing staff roles to cover all aspects of welfare provision. Details will be issued to all residents as part of the welcome induction packs and contact details for welfare/ pastoral staff will be placed in a prominent position inside all flats.

Part Four - Booking Fees

AP4.1. No booking fees will be charged.

Purpose of clause: To avoid a payment by prospective tenants for which they are not receiving anything tangible in return.

Guidance: Providers should include all administration costs within the weekly rent, rather than making booking and/ or administration charges; so that the amount each tenant will actually have to pay is as transparent as possible, helping tenants to effectively manage their budgets.

Part Five - Suggested Models & Examples

AP5.1 ASB Strategy, Policy & Procedures.

Clear policies and procedures containing what the plan of work is for tackling anti-social behaviour issues in the area and the range of interventions that are available. There must be a mechanism for communicating with the public and informing them about the strategy and progress made.

An example of a strategy structure is as follows:

- Mission statement or statement of intent;
- The anti-social behaviour issues in your hall/ community;
- Prevention;
- Interventions;
- Enforcement;
- Support;
- Community consultation and involvement;
- Action plan for service delivery.

On an annual basis the strategy should be reviewed, performance and progress assessed and amendments made as necessary.

AP5.2. Effective Community Engagement.

Recognition of the need to create stronger communities – communities where people are informed about what is happening to address their concerns, where people feel it is worth picking up the phone to report issues regarding anti-social behaviour or attend a residents meeting.

A model for effective community engagement is as follows:

- Termly local residents meetings/ face the people sessions;
- Regular community walk rounds;
- Hosting/ contributing to local community events;
- Regular and clear communication to local residents/ resident associations;
- Regular appointments/ surgeries held with neighbourhood policing teams;
- Regular appointments/ surgeries held with local Councillor/s.

AP5.3. Effective Internal Community Engagement.

A commitment to provide an enhanced internal community – promoting community development in hall by supporting students in social, cultural and sporting life in creating an environment for students which encourages students to view life in hall as central to their education and development.

A model for the provision of an effective internal community is as follows:

- Creating and supporting student community champions;
- Creating and supporting student resident associations;
- Regular and clear communication to hall residents;
- Support for social, cultural and sporting activities.

AP5.4. Provision of Welfare/ Pastoral Support.

A commitment to developing easily accessible and pro-active support mechanisms for student residents within managed accommodation.

A model for the provision of support to ensure the welfare of residents is as follows:

- Start of session welcome meetings;
- Residential or non-residential support model;
- Training and induction of staff;
- Training and induction of student residents;
- Regular flat visits;
- Regular surgeries;
- Regular appointments/ Surgeries held with neighbourhood policing teams.

AP5.5. Governance & Partnership.

- A reference pro-forma is created that includes an area for comments about tenant-like behaviour. Comments on tenant-like behaviour must be factually correct and be able to be substantiated if challenged with administrative evidence.
- Wherever possible, local statutory and non statutory services should be co-ordinated and arrangements should be in place for liaison with other regulatory services and enforcement bodies.
- Training on the use of robust anti-social behaviour tenancy clauses must be attended and information utilised in future tenancy/ licence agreements.

Section Four

Code Enforcement

Manchester Student Homes will seek to enforce this Code proactively through assessment and reactively by investigating complaints. In all such endeavours, Manchester Student Homes requests that providers and their staff buy into the accreditation scheme.

Assessment Upon Registration

The registration process for Large Student Schemes will focus on accreditation as well as on advertising. As part of registration, providers will need to submit self assessment forms. These forms will ask for details on management practices and accommodation standards, with questions relating directly to the provisions of this Code.

The 'Provider Assessment Form' will cover the accreditation of providers as a whole, whilst the 'Hall Assessment Form' will request information specific to particular Halls.

Providers will also be asked to submit some supporting documentation.

Follow-up Assessments

Over the course of the year, Manchester Student Homes will conduct follow-up assessments. Assessments will include requests for documents evidencing compliance with provisions of the Code and also on-site inspections at a scheme.

Accreditation Liaison

Providers are asked to appoint a member of staff to act as the Accreditation Liaison who will have responsibility for assessments and complaints. This individual should meet the following criteria:

- Be in a position to deal with matters at a number of schemes;
- Be in a position to understand the policies and practices of their organisation;
- Be in a position to signpost the Manchester Student Homes Housing Officer to relevant staff (either at particular schemes or with particular responsibilities, as needs be).

The Accreditation Liaison should not necessarily be the person responsible for marketing or advertising the halls of residence.

Code Complaints

All students living in accredited schemes have the right to bring a complaint to Manchester Student Homes in cases where the provisions of this Code have been breached.

The stated purposes of Code Complaints are as follows:

- Provide tenants with a recourse of action when something goes wrong;
- To give tenants a means of having their grievances addressed;
- To prompt remedial action on the part of providers;
- To resolve disputes with between tenants and providers;
- To hold providers to account and enforce compliance with the Code of Standards.

Complaints will be investigated from a position of total impartiality based on the information provided following the process outlined below:

1. Complainant contacts Manchester Student Homes.
2. Housing Officer requests full details of the complaint, in writing, along with any supporting documentation.
3. Housing Officer draws together the substance of the complaint and decides whether it relates to any provisions of the Code of Standards.
 - If there is no relevant code provision the Housing Officer will explain this to the complainant and provide as much support and advice as possible.
 - If there are relevant code provisions the investigation will proceed.
4. The Housing Officer will contact the provider outlining the nature of the complaint against them, inviting formal response and suggesting remedial action if required.
 - If the provider is unresponsive after two weeks their accredited status will be revoked.
 - If the provider responds the investigation will continue.

5. The Housing Officer will look at all the statements, arguments and evidence provided by both parties, and will decide whether any provisions of the Code of Standards have been breached.
 - When a provision has not been breached, the Housing Officer will contact both parties and explain why the complaint has not been upheld. At this point the complainant has the right to request that the Housing Officer's decision be reviewed by the Manager of Manchester Student Homes and ultimately by a Code Tribunal.
 - When a provision has been breached, the Housing Officer will contact both parties and explain why the complaint has been upheld. At this point the provider has the right to request that the Housing Officer's decision be reviewed by the Manager of Manchester Student Homes and ultimately by a Code Tribunal.
 - When a complaint has been upheld the process continues.
6. The Housing Officer will seek to close the complaint by answering the following questions before recommending a sanction.
 - What action can the provider reasonably take to bring about a satisfactory outcome for the complainant?
 - Has such action been taken and has a satisfactory outcome been achieved?
 - What reasons have been identified for the provider's non-compliance?
 - How does the provider intend to prevent non-compliance in the future?

Sanctions

Where a breach of this Code has been established the following sanctions are brought against a provider:

- Breach recorded against provider in the scheme;
- A warning; and
- Revocation of accredited status and banning from advertising service (for a set period or indefinitely).

During an assessment Manchester Student Homes may request that certain changes be made by providers so that they comply with this Code. If later assessment shows that requested changes have not been implemented, Manchester Student Homes will move to sanction.

Where a breach of this Code has been established in the investigation of a Code Complaint, Manchester Student Homes will take into account the outcome before moving to sanction.

Both the tenant and the provider have the right to have the decision re-examined by Tribunal.

Disputes

It is understood that there will be occasions when there will be matters of dispute between the student tenant and the provider. The purpose of this section is to provide a framework to try to reduce the potential for the escalation of any disagreement, between the student tenant and the provider.

Providers will ensure that:

- The student is treated with courtesy and respect during the course of and after any dispute;
- They respond reasonably and promptly to all complaints by the student or their representatives;
- Any settlement is honoured within two weeks (unless this is impractical, in which case a written reason for the delay will be given) of being agreed.

The following procedure will ensue upon the discovery of a problem:

- The student tenant shall inform the appropriate member of staff of the nature of the problem in accordance with the site's own written complaints procedure. It is recommended that the site's internal complaints procedure be displayed in prominent locations within the property.
- The student tenant shall receive a prompt response acknowledging receipt of the complaint with an explanation of what will be required to attend to the problem as well as an approximate timescale.
- The student tenant shall be kept informed of any progress or delays relating to resolving the problem.
- Where there is a dispute as to whether the matter has been properly attended to, the owner/ manager or their representative shall provide the student tenant with a written explanation of their actions.

Section Five

Students' Participation in the Code

Students should be aware that a breach of this Code of Standards by the owner provider does not invalidate the signed tenancy agreement. In recognition of the additional services provided by the providers of the larger student properties who agree to abide by the terms of this Code of Standards, the student tenant agrees to:

- Return any completed tenancy agreements to the provider of the property within a reasonable timescale or by a date specified by the provider;
- Keep the provider informed of any changes in the decision to complete the tenancy agreement or delays in the returning of such;
- Familiarise themselves with the terms of all accompanying policies, procedures and hand-books;
- Promptly pay the deposit;

During the Tenancy the Student Tenant will:

- Promptly pay the rent;
- Inform the provider of any financial problems that could result in a delayed rent payment;
- Familiarise themselves with all safety notices;
- Read and record any utility meters where appropriate;
- Agree the inventory of the property within 7 days of the commencement of the tenancy;
- Report repairs promptly, following procedures provided by the provider;
- Allow reasonable access for inspection, repair and viewing;
- Take care of the property, its furniture and equipment. Where it has been determined that the student tenant/s is responsible for any damage then to promptly pay for such damage;
- Use all security measures provided;
- Treat fire detection and protection equipment responsibly and only for the purpose for which it is intended. Co-operate fully with all fire drill or evacuation procedures;

- Maintain the property in a clean and tidy condition;
- Bag domestic rubbish and leave for collection in the appropriate place and follow any other procedures provided by the provider for refuse disposal.

At the end of the Tenancy the Student Tenant will:

- Promptly return all sets of keys;
- Co-operate with any reasonable request for an end of tenancy inspection and review of initial inventory;
- Take final meter readings, where appropriate, and leave forwarding addresses with utility suppliers;
- Leave the property in a clean and tidy condition, internally and externally.

At all times the Student Tenant will:

- Behave in a reasonable manner and with due consideration towards their flatmates and the student tenants of neighbouring flats within the property;
- Adhere to guidelines relating to noise disturbance;
- Behave in a reasonable, courteous and fair manner in all the dealings with the provider and the staff on site;
- Behave in a reasonable, courteous and fair manner towards local residents who live in close proximity to the property.

The clauses contained within this Section of the Code have been agreed between Manchester Student Homes, the Higher Education establishments and the Student Unions. They are viewed as a useful guide through whom you can reduce the risk of encountering any disruption to your stay within the larger student properties. Although Manchester Student Homes does not investigate any alleged breaches of this Section of the Code, it is understood that the continued success of this initiative is dependent upon Student Tenants accepting their responsibilities as contained herein.

Section Six

Legislation and Regulations

6.1. Legislation

- a. The following is a non-exhaustive list containing details of some of the legislation applicable to this Code of Standards:
- The Law of Property Act 1925 (c.20)
 - Occupiers' Liability Act (1957)
 - Defective Premises Act (1972)
 - Protection from Eviction Act (1977)
 - Building Act (1984)
 - Landlord and Tenant Act (1985)
 - Consumer Protection Act (1987)
 - Landlord and Tenant Act (1987)
 - Housing Act (1988)
 - Environmental Protection Act (1990)
 - Housing Act (1996)
 - Housing Act (2004)
 - The Clean Neighbourhoods & Environments Act (2005)
 - EPC rating guidelines dictate that the certificate needs renewing every 10 years (2008)
 - Equality Act (2010)
 - Anti-social Behaviour, Crime and Policing Act (2014)
 - The Immigration Act (2014)
 - Consumer Rights Act (2015)

6.2. Regulations

- a. The following is a non-exhaustive list containing details of some of the regulations applicable to this Code of Standards:
- The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)
 - The Gas Safety (Installation and Use) Regulations 1998
 - General Product Safety Regulations 1994
 - The Plugs and Sockets etc. (Safety) Regulations 1994
 - Institution of Electrical Engineers Wiring Regulations
 - Unfair Terms in Consumer Contracts Regulations 1999
 - Regulatory Reform Order (Fire Safety) 2005
 - The Management of Houses in Multiple Occupation (England) Regulations 2006

6.3. Disclaimer

It is the provider's responsibility to ensure familiarity and compliance with the relevant legislation and regulations pertaining to private rented property. MSH will not accept liability for any loss to any person or third party resulting from information contained in or omitted from this publication.

6.4. Further Guidance

- a. The following guidance applies to the Code of Standards:
- Consumer Protection Law for Letting Professionals (2014)
 - LACoRS Guidance on Fire Safety (2008)
 - Office of Fair Trading - Guidance on Unfair Terms in Tenancy Agreements (2005)
 - Electrical Safety Council - Landlord's Guide to Electrical Safety
 - Department for Communities and Local Government – Top Tips for Landlords
 - MSH Management Toolkit

If you require any further information about MSH, our background, or this Code, please visit our website, send us an email or give us a call.



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