



**Manchester**  
**Student Homes**  
University Approved  
Accommodation

# **Code of Standards for Larger Student Schemes**

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## 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 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, with additional requirements for 'Accreditation Plus' providers in Section Two. 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 Three 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 Four 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 landlords 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, which 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. Ensure that when a booking fee is charged that this fee is a standard published rate. Prospective tenants should be given clear and concise terms and conditions in writing detailing the nature of the fees being made and the circumstances under which the monies will be either retained or returned. A receipt must be issued.**

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 landlord or agent
- 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
- 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 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 landlords 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 owner/ agent is stated in the letting agreement.

Purpose of clause: To assist clear communication between landlords 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. Managing agents 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. 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.

**2.10. All deposits must be placed with the Tenancy Deposit Scheme.**

Purpose of clause: To comply with legislation if creating ASTs, 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.

**2.11. 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 landlord 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 landlord 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 landlords 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 ASB, 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.

## 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 8.38m<sup>2</sup>, for 7 persons it should be 9.78m<sup>2</sup>, for 8 persons it should be 11.18m<sup>2</sup>, for 9 persons it should be 12.58m<sup>2</sup>, and for 10 persons it should be 13.98m<sup>2</sup>. For up to five students a work surface of 1.2 m<sup>2</sup> (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 10m<sup>2</sup> 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. 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.

**4.7. 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.

**4.8. 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.

**4.9. 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

### 4.10. 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.

### 4.11. 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.

### 4.12. 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.

- 4.13. 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/lifts are non-operational.

- 4.14. 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.

- 4.15. 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.

- 4.16. 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.

- 4.17. Ensure that where there are a series of repair works required in one flat/room the student/s are kept fully informed of the time-scale 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.

**4.18. 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.

**4.19. 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 12, 13, 14, 15 &16. Contractors should be issued with site ID cards for identification purposes.

**4C. Inspections, Cleaning & Maintenance of Communal Areas**

**4.20. 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.

**4.21. 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.

**4.22. 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.



**4.23. 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.

**4.24. 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, landlords 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**

**4.25. 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 on gas and electrical installations and appliances.

**4.26. 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.

**4.27. 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.

**4.28. 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.

**4.29. 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 landlord 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.

**4.30. 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.

**4.31. 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.

**4.32. 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.

**4.33. 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 landlord 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.

**4.34. 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.

**4.35. 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.

**4.36. 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 a landlord.

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

#### 4E. Fire Safety

##### 4.37. Ensure a comprehensive and up-to-date fire safety risk assessment as 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. Guidance is available and we encourage landlords 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](http://www.firesafetyguides.communities.gov.uk)

##### 4.38. Ensure that a copy of all fire safety procedures is appropriately positioned within each flat and that all students are requested to acquaint themselves with them.

Purpose of clause: To raise tenants' awareness of fire safety procedures.

Guidance: 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 students, 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, students should be advised that lifts should not be used in case of a fire.

##### 4.39. Ensure that the building is provided with sufficient measures to ensure the safe evacuation of students in the event of a fire, in accordance with Local Authority HMO standards.

Purpose of clause: To enable the safe evacuation of the building and to comply with Local Authority HMO standards.

Guidance: All fire safety arrangements within the property should comply with the Housing Act 2004 and The Regulatory Reform (Fire Safety) Order 2005. Providers should seek advice from the Manchester Fire Service/ Manchester City Council regarding the provision which should be made within each property. Regular mock evacuations must be planned, recorded and provided to Manchester Student Homes on request. It is recommended an evacuation be planned 2-3 times per academic year.

##### 4.40. Ensure that alarms, detection systems and safety measures are checked, at least annually, and serviced where appropriate, with records kept.

Purpose of clause: To ensure that all fire safety devices are kept in full working order.

Guidance: A competent and qualified tradesperson should be employed to carry out all checks, servicing and repairs. Records of checks, servicing and repairs should be kept for an appropriate length of time to enable proof that there is proper maintenance and provided to Manchester Student Homes on request.

##### 4.41. Ensure that there is the minimum provision of a fire blanket within each kitchen and fire extinguishers (to the appropriate British Standard) located, upon advice from the Manchester Fire and Rescue, in specific risk areas and rooms.

Purpose of clause: To ensure the provision of suitable fire safety measures within the property.

Guidance: Providers should ensure the equipment is fully working at the commencement of the tenancy and that instructions for their proper use are provided. Any reports of problems should be attended to promptly.

**4.42. Ensure that all exit routes, so far as they are under the control of the provider; remain unobstructed to enable evacuation of the building in the event of a fire.**

Purpose of clause: To enable the safe evacuation of the property in the event of a fire.

Guidance: Regular inspections of communal areas and fire doors should take place. Providers should also ensure that tenants are made aware of the need to keep exit routes clear.

**4.43. Ensure that all electronic lock systems open automatically in the event of a power failure.**

Purpose of clause: So that occupants are never trapped inside parts of the building.

Guidance: Electronic lock systems must be checked regularly so as to ensure this functionality.

**4.44. Carry out fire drill/evacuation procedures at the beginning of each academic term.**

Purpose of clause: To ensure that all tenants are familiar with fire evacuation procedures.

Guidance: It is recommended that the fire drill/evacuation is carried out with the advice and support of Manchester Fire and Rescue.

**4.45. Ensure robust procedures are in place in the eventuality that fire renders accommodation uninhabitable or facilities unusable.**

Purpose of clause: To avoid homelessness and a continuity of service where possible, and so staff can enact a swift response that has been approved by senior management.

Guidance: The aim should be to re-house if possible but with a fallback option of release from contract if necessary.

**4.46. Ensure an Emergency and Disaster plan has been drawn up.**

Purpose of clause: To cover all possible emergencies so that the appropriate action can be taken to ensure the safety of tenants, staff and visitors. Additionally, to reduce potential damage to the building and mitigate loss.

Guidance: All staff should be aware of the plan 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

### 4.47. 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.

### 4.48. 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 doorframe 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.

### 4.49. 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

### 4.50. 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.

### 4.51. 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.

### 4.52. 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.

**4.53. 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.

**4.54. 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**

**4.55. 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. 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 time scales.

**4.56. 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.

**4.57. 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

##### 4.58. **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.

##### 4.59. **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 laundry it should also be made clear to the tenants at check-in and as part of a welcome pack.

##### 4.60. **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.

##### 4.61. **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 laundry it should also be made clear to the tenants at check-in and as part of a welcome pack.

##### 4.62. **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.

##### 4.63. **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.



**4.64. 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. Facilities for Disabled Student Tenants**

**4.65. 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.

**4.66. 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.

**4.67. 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 obtained from the RNIB.

**4.68. 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 time-scale. 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.

**4.69. 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'.

**4.70. 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 landlord 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.

**4.71. 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.

**4.72. 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.

#### **4I. Facilities for Disabled Student Tenants**

##### **4.73. To ensure that reasonable action to prevent and/or reduce anti-social behaviour will be taken.**

Purpose of clause: In the event of any anti-social behaviour (defined as behaviour likely to cause alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator) by tenants, 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.

##### **4.74. That you undertake to seek advice as soon as you become aware of nuisance or antisocial behaviour being perpetrated by your tenant, their cohabiters or visitors to the scheme.**

Purpose of clause: To ensure that early intervention in ASB matters is being supported by working in partnership with statutory and non statutory agencies so that a resolution is reached swiftly and ASB 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.

##### **4.75. That should you become aware of behaviour relating to drug dealing, racial harassment or physical violence, 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.

##### **4.76. That you undertake to ensure those neighbours surrounding your properties know who to contact and how, should they need to report your tenants behaving antisocially.**

Purpose of clause: To ensure a commitment to tackling ASB within and around the hall thereby reducing some of the negative effects of high concentrations of student accommodation.

Guidance: These policies and procedures should be communicated via a variety of media to tenants, local residents, staff and Manchester Student Homes.

##### **4.77. 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 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 this particular type of problem should be reported to and where and when they can be contacted.

**4.78. That you will provide an honest and accurate reference for a tenant whom you know to have perpetrated or been associated with anti-social behaviour.**

Purpose of clause: To provide references to future landlords that include a reasonable duty of care to be true, accurate and fair and that it is not misleading.

Guidance: Providers will ensure that references state facts about tenant like behaviour that can be substantiated if challenged with administrative evidence. Ensure that misleading information is not provided for the purposes of moving a tenant on.

**4.79. 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 for clause: So neighbours affected by antisocial 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 Manager on 0161 275 0750.

**4K. Tenant Satisfaction**

**4.80. 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 no 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 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 landlord 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 landlords 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, MSH must be informed of these In order to determine whether this warrants any further consideration.**

## Section Two 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 p64.

### Part One - Anti-Social Behaviour & Community Engagement

**AP1.1. Implement a strategy for managing antisocial 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 antisocial 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 ASB, 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 antisocial 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 ASB 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 ASB 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 ASB tenancy clauses must be attended and information utilised in future tenancy/licence agreements.

**Section Three  
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
- 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 time scale.
- 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 Four

### 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 time-scale 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
- guidelines relating to noise disturbance should be adhered to
- 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.



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

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