



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

# Agent Accreditation Code

[manchesterstudenthomes.com](http://manchesterstudenthomes.com)



Through our accreditation scheme (“the Scheme”), Manchester Student Homes (“MSH”) recognises and promotes student properties that are safe, secure, well maintained and well managed. In doing so, we recognise and promote those Landlords and Agents who offer a reliable service, who deal openly, honestly and respectfully with Students of our affiliated Institutions and who display a commitment to positive community relations through interacting with the Scheme and students.

The Agent Accreditation Code (AAC) has been established to provide a bridge between Agents and Students. It will offer a new strand of accreditation for Letting Agencies to be recognised under the Manchester Student Homes accreditation scheme. This Code sets out the standards for Letting Agents. It covers the standards of properties, practices and management required for accreditation under this scheme. This Code reflects statutory and regulatory requirements; and it also draws on examples of good practice from across the private rental sector. The accreditation scheme also acts as a medium through which misunderstandings and disputes can be resolved, and provides students with a valuable means to address any grievances.

Agent Accreditation will be available only to those that meet the following definition of an Agent:

*A person or persons who engage in activities related to the ‘letting agency work’ in response to instructions from:*

- *a private rented sector landlord who wants to find a tenant; or*
- *a tenant who wants to find a property in the private rented sector.*

*The Agent must let and manage the properties either owned by the Agent or on behalf of an independent Agent or company.*

*(It does not apply to residential landlords who own and manage their own properties only. Accreditation to this scheme is voluntary and an Agent can still choose to accredit to the main Code of Standards providing they can fulfil all those conditions).*

The provisions of this Code have been chosen to reflect a balance of common sense obligations and responsibilities, and to set standards which are achievable without significant expenditure, time or prejudice to legal rights. The focus of the Agent Accreditation Code is on engagement and collaborative working with MSH to ensure approved Agents are recognised as the best in the sector. Whilst part of the accreditation scheme it remains the Agent’s responsibility to ensure that they are familiar with, and abide by, all relevant regulations and legislation applicable to the private rental sector. MSH accepts no liability for any loss resulting from information contained in, or omitted from, this publication and the accreditation scheme.

The Agent Code has been specifically designed to reflect the differences between professional Letting Agents and private Landlords. Lettings Agents applying for this accreditation must be both letting and managing their properties. We do not accept accreditation for ‘Let Only’ Agents. Agents that also have a ‘Let Only’ portfolio will be expected to promote the Code to the landlords and will adhere to the lettings section of the Code as an associated Agent.

The terms of this Code, alongside any other document or information referred to in it, govern the Accreditation Scheme and must be complied with.

The provisions of this Code can be found in Section One, with additional requirements for the voluntary 'International Friendly Standard' in Section Two. 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. Through registering with MSH, an Agent accepts that he or she will be subject to the Code Enforcement and the Code Complaints procedure for the whole of the academic year in which he or she is accredited. MSH reserves the right to publicise any enforcement actions taken under this Code.

It is essential that you read the provisions of our Code and understand, agree to and accept its provisions before registering.

By submitting your details and information, you agree to MSH holding and processing your data for the purposes of the accreditation scheme, advertising your Agency and dealing with any complaints made under the Code. MSH works closely with the local authority, Greater Manchester Fire and Rescue service, Greater Manchester Police and other organisations in the student housing sector. By submitting your details you consent to the sharing of your data, where necessary, with these organisations.

This Code is not signed by Students, and MSH is not in a position to take action against any Student; however, guidance in relation to acceptable conduct and standards is provided to Students on the MSH website, and we encourage all Students to act in an acceptable and responsive manner.

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

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# Provisions of the Code

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## 1. Co-operation and Engagement

- a. co-operate with this Code;
- b. engage with all communications from MSH, which may include delivering key messages from structured MSH communications to Students on MSH's behalf;
- c. act in a professional and courteous fashion at all times, and especially when communicating with Students, Neighbouring Residents and MSH;
- d. co-operate and engage with all Enforcement Activities, as detailed in Section Four of this document;
- e. provide current and up to date contact details for a nominated person to respond to communications regarding accreditation and enforcement and details of an alternative person to be contacted at times of year when the nominated person is unavailable;
- f. provide an initial response to any communication from MSH regarding accreditation or enforcement issues within 7 working days from receipt of the communication.

## 2. Equal Opportunities

Agents will ensure that;

- a. in the provision, advertising and letting of housing or associated services, and in the letting of contracts for services, no person or group of persons are discriminated against or are treated less favourably than any other person or group of persons because of their age, disability, race (including colour, nationality and ethnic or national origin), religion or belief (including lack of belief), sex or sexual orientation.

## 3. Obligations prior to the signing of a Tenancy Agreement

### **Viewings, Offers and Agreements**

Agents will ensure that:

- a. the property advert should provide potential tenants with sufficient information about costs and charges to enable them to compare the full cost of renting one property against another. All information about costs, charges and deposits should be presented together with information about the cost of rent. All Information about charges provided in the advert and other promotional material should be full, accurate, clear, and not misleading. Fees should be accurately described whether these are ("Pre-tenancy fees") or ("Additional Fees"), and clear information should be given about the nature and extent of the service being provided in return on order to allow the Students to make a view on the reasonableness of the fees and to decide whether or not they wish to proceed on that basis.

- b. any student/s who is interested in renting the property is given the opportunity to view the property, with due notice given to any existing Student/s or other tenant currently in residence.
- c. a Student who indicates that s/he wish to proceed with renting the property is provided with a tenancy agreement written in clear legible English. Such an agreement details all of the contractual terms under which the property is offered and does not include any clauses which would amount to unfair contract terms (guidance on this matter is available from the Office of Fair Trading). Contractual terms include, but are not limited to:
- the rental amount due to be paid, including the dates and method of payment, and whether a payment is charged for July and August to retain the property without access ahead of the tenancy commencing (no later than 1 September) (“Retainer”)
  - information as to who is responsible for the payment of all utility charges and Council Tax.
  - all repairing responsibilities and timescales for completion - any agreed pre-tenancy repairs being clearly stated.
  - a robust clause that makes clear that nuisance and/ or anti-social behaviour by any party is not acceptable and to bring particular attention to this clause as well as the potential repercussions of any such behaviour.
  - no clauses that would amount to unfair contract terms (guidance on this matter is available from the Office of Fair Trading).
- d. the final contract should also include the Landlords details and/ or the Agents details, including emergency contact details.
- e. no demands for rent to be paid in cash and/or by post-dated cheques unless this is agreed by both parties before signing the agreement.
- f. all prospective Students will be allowed at least 24 hours to consider the terms of the tenancy and to seek independent advice if they so wish.
- g. no charge will be made to view lists, to register with the Agent or to join a mailing list.
- h. details of the fittings, furniture and electrical and/or cleaning equipment supplied with the property should be indicated either on the advert or provided to the Student/s on request.
- i. all contract templates should be written in plain English, take into consideration changes in legislation or case law and be reviewed every two years. It is recommended that the contract template be either Crystal Marked or that the Landlord or Agent uses the Manchester Student Homes contract services.
- j. any works or repairs should be agreed with the Students and must be put in writing and detailed within the tenancy agreement with an expected end date for completion which has been agreed by both parties which should be before the agreed move-in date commences.
- k. where Students are required to nominate a guarantor the liabilities that each guarantor underwrites must be made explicitly clear on guarantor agreements. This includes any liability to joint and several liabilities.

## 4. Fees and Charges

Agents will ensure that:

- a. any **“Holding Payment”** taken prior to completion of the tenancy should be receipted and the terms and conditions for this payment should be provided to the Student before handing over the money. This can be done via the website, or in written agreement. The Student should be provided with the following information:
  - full name, address and contact details of the Landlord and/or Agent
  - the names of the payees
  - the date the Holding Payment was paid
  - 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 refunded
  - the amount and method of payment.
- b. all legal fees and charges must be stated clearly on the property advert and be displayed on the website and/or in the office.
- c. agents will be expected to adhere to the Consumer Rights Act 2015 in all regards.
- d. Agents will be expected to adhere to the Tenant Fees Act 2019 in all regards.

## 5. Deposits

Agents will ensure that:

- a. all deposits are protected in a Tenancy Deposit Scheme, irrespective of the type of contract in place.
- b. the prescribed information regarding the Tenancy Deposit Scheme is provided to the Student within 30 days of taking the deposit.
- c. where Agents collect the last month’s rent with the first month’s rent, the monies collected must be offset against the Student/s’ rent account and not used for any other purposes such as disrepair or damages.

## 6. Planning Permission

Agents will ensure that:

- a. any planning permissions necessary for the property have been secured.

## 7. Ensuring Possession

Agents will ensure that:

- a. all statutory notices seeking possession are served at the appropriate time on the Student or Students currently residing at the property to make sure that the property is available for occupation by the incoming Student/s.

## 8. Access

Agents will ensure that:

- a. when access is required to the property, Student/s receive notification of the date, time and purpose of the visit not less than 24 hours in advance (except in emergencies).

## 9. Managing the tenancy

### Start of Tenancy

Agents will ensure that:

- a. they facilitate access to the property from the first day of the tenancy unless otherwise agreed with the Student/s in writing. Where access on this day is not possible a pro-rata rent repayment will be made to the Student/s.
- b. that keys are provided to the Student/s for any external and internal doors and windows.
- c. any work to essential services or work that affects the safety or security of the property should be fully completed prior to the agreed move-in date.
- d. all properties are clean and have working appliances and serviceable furniture.
- e. any old furniture/appliances/carpets are removed from the property completely and disposed of correctly.
- f. a detailed inventory is carried out at check-in; where possible in the presence of the Student/s.
- g. the inventory must state the condition of the property, the fixtures, furniture and fittings, and should not simply be a list of them. Photographic or video evidence is also advised.
- h. the inventory should be signed and dated by the Student/s and the Landlord and/or Agent and a copy should be provided to the Student/s.
- i. a welcome pack is provided to the Student/s at check-in which should include information regarding waste and recycling and outlining responsibilities to the wider community. MSH can provide guidance on this if necessary.

## 10. Repairs and Maintenance

Agents will ensure that:

- a. under normal circumstances, the following repairs completion performance standards are achieved:



- Priority One - Emergency Repairs: any disrepair that poses a risk to the health and safety of the Student/s or serious damage to the property or residents belongings will be completed within 24 hours of the defect being reported.
  - Priority Two - Urgent Repairs: repairs to defects, which materially affect the comfort or convenience of the residents will be completed within five working days of the defect being reported.
  - Priority Three - Non urgent, day to day repairs: reactive repairs not falling within the above categories will be completed within 28 working days of the defect being reported.
- b. due notice is given to Student/s when any unplanned maintenance work or planned, cyclical works are carried out (such as gas appliance servicing, electrical inspections & related works, fire detection & equipment servicing, gutter & window cleaning, and exterior & interior painting).
  - c. contractors and trades persons remove all redundant components/debris from the site on completion of any works, and that any damage to the decoration of the property is repaired following the works.
  - d. Checks should be completed to ensure that any work or repairs has been completed to a reasonable standard. This could be via communication with the Student/s, by inspection of the property or clarification from the contractors. Where new contractors are used inspections might be deemed appropriate to ascertain standard of work especially on any major repairs that affect the health and safety of the Student/s.

## 11. Management of Disputes

Agents will ensure that:

- a. any queries, complaints or difficulties raised by a Student/s or his/her representative are responded to professionally and promptly.
- b. a response in writing is provided within two weeks of receiving correspondence from Student/s or their representatives.
- c. any settlements and/or agreements reached are honoured within four weeks of the settlement being made.
- d. any dispute that cannot be resolved between the parties is referred to MSH to be investigated.

## 12. End of Tenancy

Agents will ensure that:

- a. a check-out inventory is undertaken, preferably in the presence of the Student/s. Damage or discrepancies must be noted in writing. A copy of the inventory must be provided to the Students.
- b. all Student/s are issued with clear written guidelines relating to the vacation of the property, including, but not limited to, cleaning, payment of bills and the return of keys.

- c. where the Student/s is/are responsible for the utility bills, the Agent must not withhold deposits pending the provision of copies of paid final bills by the Students unless the Agent can prove they have incurred a cost unless they have incurred a cost.
- d. all deposits (or balances on deposits) are returned to any Student that has resided in the property within 28 days of the end of the tenancy, or in accordance with the respective tenancy deposit scheme being used to protect the deposit(s).
- e. a clear communication is sent to the Student/s to inform them of the return date of the deposit (or balance).
- f. the Student/s is issued with a detailed breakdown of any deductions made from the deposit and evidence of any additional costs claimed.
- g. all rubbish is removed from the exterior of the property and engage with Manchester Student Homes on any recycling or waste disposal activities provided.

### 13. Property Standards

Agents will ensure that:

- a. all properties are provided with adequate refuse disposal and recycling facilities.
- b. all properties should have a valid energy performance certificate in place (EPC).
- c. that the property has appropriate level of fire safety/protection and that an up to date fire safety risk assessment is in place.
- d. each kitchen should be fitted with a fire blanket manufactured to BS EN3 1869:1997.
- e. all fire routes are safe and unobstructed, so as to enable evacuation of the property in the event of fire, and have suitable sited smoke detectors.
- f. internal doors are of sound construction and are close fitting to the frame.
- g. they are familiar with the Lacors guidance on Fire Safety and take effective steps to implement this guidance.
- h. the supply of gas, all means of use and any alterations or repairs to gas appliances or installations comply with the current Gas Safety (installation and use) Regulations.
- i. an annual gas safety check, proved by way of certificates is carried out.
- j. there are a sufficient number of audible carbon monoxide alarms in appropriate locations.
- k. door frames are strong and well secured to the jambs.
- l. ground floor and upper storey windows accessible from ground level are of sound construction fitted with window locks.

## 14. Supporting Disabled Students in Housing

Agents will ensure:

- a. To uphold the Equality Act 2010. Compliance with the Equality Act 2010, providing suitable housing for disabled student tenants and making reasonable adjustments to prevent discrimination. Agents may need to change provisions, criteria, or practices; modify physical features; and/or provide auxiliary aids.
- b. Addressing disrepairs that hinder a disabled student from living independently within 24 hours or offering suitable alternative accommodation.
- c. Ensuring that charges for rooms adapted for use by students with disabilities do not exceed the standard room rate for that development.

## 15. Managing A Tenancy During Exceptional Circumstances

Agents will ensure:

- a. To have a Business Continuity Plan to handle exceptional circumstances, ensuring minimal disruption to tenants and their business.
- b. To stay informed about and comply with national and local Government guidance and legislative changes, particularly during exceptional circumstances.
- c. Tenants will be informed promptly of any changes in Government guidance, advice, or legislative changes affecting their tenancy.
- d. Properties comply with Government guidance, advice, and legislative changes, taking into account tenant concerns and expectations.
- e. To comply with all reasonable measures to manage the exceptional circumstance, including maintenance, repairs, and viewings.
- f. Tenants will be informed promptly of any changes in internal protocols and procedures that affect their tenancy.
- g. To have a process for tenants to disclose additional requirements, ensuring proper support.
- h. To provide support and inform relevant parties if tenants need to relocate.
- i. To consider requests to mitigate financial hardship due to changed circumstances, with evidence.

- j. To not unreasonably denying any reasonable payment plan to manage financial changes.
- k. That end of tenancy procedures must be communicated promptly to tenants.
- l. Tenants who are unable to return, their belongings must be stored safely, and alternative collection methods will be facilitated.
- m. To consider exceptional circumstances when determining end-of-tenancy costs.
- n. Fair management of utility bills and adherence to Maximum Resale Price terms, with reference to government guidance.
- o. Unused utility caps due to lack of occupation should be returned to tenants.
- p. Debt recovery process should promote communication and avoid escalation, imposing additional costs only when necessary.
- q. A protocol for reporting a student's death to appropriate authorities must be in place.
- r. MSH should be informed immediately following a student's death.
- s. Support includes possible relinquishing contractual responsibilities, refunding deposit/rent monies, tenant liaison and support, and complying with tenant protections.
- t. To work with MSH and in turn MSH will collaborate with the Landlord/Agent to facilitate support when necessary.

## 16. The International Friendly Standard

Manchester Student Homes has identified the need for a property standard uniquely geared towards International Students (Definition- for the purposes of defining International we are using the Universities' guidelines to mean Students outside the EU).

Agents can apply for this higher level of accreditation which will then allow for your property to be displayed on a searchable list on International Friendly providers and designated with the prominent icon, you will also be awarded the icon for use on your own material.

The standard will be promoted to International Students both within and outside of the University.

The standard is supported by the University of Manchester, Manchester Metropolitan University and the International society.

The criteria used to judge a Scheme or Landlord/ Agent will be as follows:

- a. NO requirement for guarantors to be UK based.
- b. NO full rent required upfront for the year, instead reasonable payment schedules should be used (monthly or at most termly).

- c. Fair and easy to understand information on any additional fees or charges that may be applied.
- d. Orientation to the area and welcome pack provided with key information such as emergency contacts and what to do in an emergency, local transport information, safety information, etc.
- e. To be eligible for the International Friendly Standard Agents must complete an application form and sign the relevant declarations. An application form is available on request from Manchester Student Homes.

## 17. Code Enforcement

Enforcement of the Code is an essential aspect of the accreditation scheme; for accredited status to have value there must be consequences for non-compliance. At the same time, enforcement will be flexible and responsive to particular situations and will give Agents the opportunity to put things right.

This Code will be enforced proactively with inspections and assessments, and reactively by investigating complaints received from Students and Neighbouring Residents.

Accredited Agents who fail to comply with requests from MSH concerning code enforcement as detailed below may be suspended until MSH receives a satisfactory reply. Additionally, accredited status may be permanently or temporarily revoked for serious breaches of the Code, a poor accreditation history, or failure to meet earlier warning conditions. This revocation means that the Agent will lose all MSH accreditation privileges, including property advertising, with immediate effect.

Accredited Agents will also be subject to the enforcement of provisions relating to tenancy management and landlord practice, across their entire portfolio of properties.

Full details of the Code Enforcement procedures, including the process for revocation of accreditation, are available on our website [www.manchesterstudenthomes.com](http://www.manchesterstudenthomes.com) or on request from Manchester Student Homes.

## 18. Associations

- a. Agents will ensure compliance with the legislation on Letting Agents and Property Managers Redress Schemes and on request provide proof of membership. Further information and guidance on which can be accessed at: <https://www.gov.uk/government/publications/lettings-agents-and-property-managers-redress-schemes>
- b. Agents agree to hold membership to at least one of the following professional associations:

ARLA	RICS	NALS
TPOS	NAEA	NRLA

## 19. Glossary

**Half rent** - Where half rent is taken over the summer (July and August) access must be provided to the property from the first day of the tenancy.

**Retainer** - Where a retainer is charged for the summer (July and August) this is a payment is to retain the property for a tenancy starting no later than the 1st of September. Access does not need to be provided during the retainer period.

**Pre-tenancy Fees** – MSH does not advocate the use of additional fees for Students as we feel that Students have limited resources and that some fees can be set too high, can be unnecessary and should in some circumstances be absorbed by the landlord and/ or Agent.

Pre-tenancy fees relate to any costs made by the landlord to the tenant that occur prior to the start of the tenancy and which incorporate any administration costs. Further guidance on what is defined as a pre-tenancy cost is included below:

- Administration fees
- Holding fee that are non-refundable
- Agency fee
- Booking fee
- Referencing fee
- Credit check fee
- Guarantor fees
- Registration fees
- Deposit protection fees
- Inventory fees
- Contract fees

All of other fees or costs incurred during the tenancy shall be deemed as fees incurred by the tenants due to their behaviour or misuse of the property. Further guidance is included below:

- Call out fees
- Inspection fees
- Check-in/ out fees
- Rent reminder fees
- Telephone call fees
- Replacement key fee
- Legal fees
- Cleaning fees
- Re-advertising or re-letting fees