

CODE OF STANDARDS



Manchester
Student Homes
University Approved
Accommodation

Introduction

The scheme is the only University approved accreditation scheme within Manchester, promoted to students and competitively priced. 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 who offer a reliable service, who deal openly, honestly and respectfully with students of our associated institutions ("**Student Tenants**") and who display a commitment to positive community relations through interacting with the Scheme, the local community and students. A list of our associated institutions can be found on our website at:

www.manchesterstudenthomes.com/Pages/LL_Pgs_Benefits.

This Code of Standards ("**the Code**") sets out the standard of properties, and practices and management required for accreditation under the Scheme. This Code reflects statutory and regulatory requirements and it also draws on examples of good practice from across the private rental sector. The Scheme also acts as a medium through which misunderstandings and disputes can be resolved, and provides Student Tenants with a valuable means to address any grievances.

The terms of this Code, alongside any other document or information referred to in it, govern the Scheme and must be complied with. The code can be found alongside our other terms and conditions on the student pad portal.

Through registering with MSH, a Landlord 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 and the following letting period.

It is essential that you read the provisions of the 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 Scheme,

advertising your property 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. For further information please refer to our privacy statements:

MSH - issuu.com/msh9/docs/manchester_student_homes_privacy_no

Studentpad - www.manchesterstudenthomes.com/Privacy

This Code is not signed by Student Tenants, and MSH is not in a position to take action against any Student Tenant; however, guidance in relation to acceptable conduct and standards including wilful avoidance, is provided to Student Tenants on the MSH website, and we encourage all Student Tenants to act in an acceptable and responsive manner. In addition, disciplinary action may be taken by a Student Tenant's institution should substantiated complaints be made to the institution in relation to off campus behaviour.

Disclaimer

At all times it is the Owner's responsibility to ensure familiarity with and compliance with, all relevant regulations and legislation applicable to private rental properties and MSH accepts no liability whatsoever for any non-compliance of the Landlord with such law or regulations. MSH accepts no liability for any loss resulting from information contained in, or omitted from this publication and the Scheme.

We hope that you experience the benefits of the Scheme 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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CODE OF STANDARDS FOR OWNER OCCUPIERS

Owner occupiers providing accommodation in their own home.

Section One

BENEFITS TO ACCREDITING WITH MANCHESTER STUDENT HOMES

- The Universities, Colleges, and their respective Students' Unions advise all students to choose an MSH accredited property.
- Tenants will know you have given a commitment to quality and service.
- You and your tenants will both benefit from good standards of housing management practice.
- Misunderstanding and disputes will be reduced.

Section Two

PROVISIONS OF THE CODE

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

1.2. Post-Contractual Agreement

Owners will ensure that:

- a. If advertising through the MSH service, all property and room details are reported accurately without misrepresentation to prospective occupants;
- b. All prospective occupants are granted an opportunity to view the property and the room(s), having due regard to the rights of the existing occupants;
- c. Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to include details of rent and any arrangements involving guarantors. Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms, during which time the property will not be re-marketed; and
- d. No monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement.

1.3. Rights and Responsibilities

Owners will ensure that:

- a. License Agreement shall be made between the occupant and the owner making clear rights and responsibilities of both parties. This Agreement will provide details of any contractual period of occupancy and shall make clear several matters (referred to elsewhere in the Code) governing the occupants use of the facilities in the house, the kitchen, domestic appliances, heating systems and any garden;
- b. If there are any House rules, these must be issued before signing the Agreement. House rules should be clear, unambiguous and non-discriminatory. All interactions should between owners, prospective tenants and current tenants maintain professionalism and courtesy in all forms of communication, including the use of respectful and inclusive language; and
- c. License Agreements are issued that make clear the rights and responsibilities of both parties.

1.4. Offers and Agreements

Owners will ensure that prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the Agreement.

1.5. Utilities and Service Charges

Owners will ensure that:

- a. Where any service charges are levied by the owner, such services and charges are properly specified and detailed in the Agreement; and

- b. Utility costs including water, electricity, gas, internet access, and tv licence are included in rent. Any charges relating to phone usage should accurately reflect usage and must be accompanied by a copy of an itemised bill from the phone company. Receipts for any such charges should be issued on receipt of payments.

1.6. Agreement Dates

Owners will ensure that at the commencement of the tenancy or other date mutually agreed with the occupants, all obligations on the part of the owner regarding the repairs and property maintenance and improvements to the property have been fully discharged.

1.7. Student's Rights to Privacy

Owners will ensure that:

- a. They respect the student's right to privacy and will not enter the student's bedroom, excepting in a genuine emergency, without permission. Members of the owner's family will also not enter unless with the permission of the student; and
- b. Business is pursued by him/her in a professional, courteous, and diligent manner at all times.

1.8. Repairs

Owners will ensure that repairs are carried out punctually and effectively with consideration for the occupant's privacy.

1.9. Furnishings

Owners will ensure that:

- a. Study bedrooms contain a bed, adequate clothes storage space, a desk, chair, and curtains which are properly hung; and
- b. All furnishings and furniture are clean and in reasonable condition at the commencement of the agreement and comply, as appropriate, with the Furniture and Furnishings (Fire) (Safety) Regulations.

1.10. Permitted Use of the Property

Owners will ensure that occupants will have a clear understanding of their permitted use of any kitchen facilities, for example, use of the fridge/freezer, washer/drier. The occupant must be given some dedicated storage space for food, to include use of a reasonable part of any fridge/freezer and use of a cooker and for the preparation of food. The occupant will receive instruction on how to operate any domestic appliance that they have access to, any such instruction shall be given on their first day of occupancy. An adequate number of suitably located WCs, baths and/or showers and wash basins are provided with constant hot and cold water supplies as appropriate which are suitable for the number of occupants.

1.11. Hazards

Owners will ensure that the property is maintained as reasonably practicable, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Hazard Rating System.

1.12. Gas Appliances

Owners will ensure that:

- a. All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) Regulations;
- b. All gas appliances will be serviced annually by a Gas Safe registered engineer. Verification of the gas safety check will be available to tenants on request and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants on request within 28 days of that safety check being conducted;
- c. All repairs to gas supply pipe work and appliances will be carried out by registered Gas Safe engineer;
- d. The occupant will receive instruction on how to operate any heating appliance/s or central heating system and such instruction shall be given on their first day of occupancy. The extent of control that the occupant has over adjusting heating that affects other parts of the house, will be made clear in the Agreement; and
- e. No form of bottled gas or paraffin heaters will be provided by the owner as a heating source.

1.13. Electrical Appliances

Owners will ensure that:

- a. All electrical installations provided by the owner are certified as safe by a professionally competent electrician in accordance with the current relevant Electrical Regulations. To have the electrical installations in their properties inspected and tested by a person who is qualified and competent, at an interval of at least every 5 years;
- b. All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations; and
- c. All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with Manufacturers' instructions.

1.14. Fire Safety

Owners will ensure that:

- a. All properties will be fitted with a form of fire detection incorporating an audible alarm. At least one smoke alarm should be installed on every storey which is used as living accommodation;
- b. Each kitchen will be fitted with a fire blanket manufactured to BS EN3: 1996. Occupants shall be instructed in the use (and resetting) of any detection equipment and fire equipment on their first day of occupancy in the property;
- c. All exit routes within a property such as hallways, landings, and staircases, so far as they are under the control of the owner/agent, as far as reasonably practical, will be maintained safe, unobstructed, and free of fixtures and fittings to enable evacuation of the property in the event of fire;

- d. Heat alarms should be fitted in all kitchens. All alarms should be interlinked and have a 10-year lithium battery. Installation dates should be clearly visible on the alarm. It is the Landlord's responsibility to ensure they are tested weekly and serviced in line with manufacturer's instructions;
- e. Fire Doors: undertake annual checks of flat entrance doors and quarterly checks of all fire doors in the common parts;
- f. Fire Safety Instructions: provide relevant fire safety instructions to their residents, which will include instructions on how to report a fire and any other instruction which sets out what a resident must do once a fire has occurred, based on the evacuation strategy for the building; and
- g. Fire Door Information: provide residents with information relating to the importance of fire doors in fire safety. Landlords and/or their Agents will comply with these regulations insofar as they apply to individual properties and provide documentary evidence of said compliance when requested

1.15. Fire Doors

Owners will ensure that external doors are of a strong, solid, safe construction and fitted with a five-lever mortice deadlock conforming to BS 3621. The door frames should be strong and well secured to the jambs.

1.16. Communal Areas

Owners will ensure that:

- a. All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the occupants;
- b. The occupant shall have use of an efficient and serviceable vacuum cleaner from the commencement of the tenancy;
- c. Where a garden exists, the path to and from the external door(s) to the house will be kept in good repair and free from obstruction; and
- d. Where a garden or paved area exists, this shall be kept in good order and free of waste and litter so far as is reasonably practicable. The occupant's use of any area of the garden shall be made clear in any Agreement

1.17. Cleaning

Owners will ensure that occupants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the Agreement to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy

1.18. Return of Deposits

Owners will ensure that deposits should have been returned, following a joint inspection on the day the room is vacated, not later than fourteen days of the end of the agreement. If moneys are to be retained, the owner should provide a written statement of account providing reasonable details of deductions within this period.

1.19. Disputes

Owners will ensure that where disputes between owners and occupants occur reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems. Owners therefore undertake to maintain courteous professional relations with occupants during any dispute.

1.20. Compliance

Owners will ensure that they comply with the sections **6.4 Code Complaints** and **6.5 Code Complaints Procedure** from MSH's The Code of Standards for Landlords Managing HMOs.

Section Three

CLAUSES FROM MSH CODE OF STANDARD FOR LANDLORDS MANAGING HMOS

6.4. Code Complaints

- a. The Code Complaint procedure:
 - i. provides Student Tenants with a right of action when something goes wrong;
 - ii. gives Student Tenants a means of having their grievances addressed;
 - iii. encourages remedial action on the part of Landlord and/or Agents;
 - iv. resolves disputes between Student Tenants and Landlords and/or Agents; and enforces compliance with this Code.
- b. Student Tenants are entitled to raise a complaint with MSH about any aspect of their tenancy, the rented property or interaction with the Landlord and/or Agent. Neighbouring Residents are entitled to raise a complaint with MSH about any matter relating to the property which may have an effect on Neighbouring Residents.

6.5. The Code Complaint procedure is as follows:

- a. a Student Tenant or Neighbouring Resident may contact MSH for help and advice to resolve the problem informally in the first instance;
- b. all complaints must be addressed to MSH in writing and be submitted along with any supporting documentation. Complaints should be made as soon as possible after the event being complained about;
- c. MSH will then review the complaint and assess whether it falls within this Code:
 - i. if a complaint falls outside this Code, MSH will explain this to the Student Tenant or Neighbouring Resident and, where possible, will provide relevant support and advice in how to go about resolving the issue; or

- ii. if the complaint falls within this Code, MSH will commence an investigation, as outlined below.
 - MSH will contact the Landlord and/or Agent [in writing via email or post] to outline the nature of the complaint and invite a formal response from the Landlord and/or Agent within 7 days.
 - iii. if the Landlord and/or Agent does not respond within 7 days, they will receive a reminder. If no response is forthcoming within 7 days of that reminder, their accredited status may be suspended or revoked; or
 - iv. if the Landlord and/or Agent responds, the investigation will continue.
- d. if appropriate, MSH may offer to mediate between the two parties to reach a mutually agreed solution;
- e. MSH will consider all the statements and evidence put forward by the parties and will determine whether a provision of this Code has been breached:
- i. if a provision of this Code has not been breached, MSH will contact both parties in writing and explain why the complaint has not been upheld. If the Student Tenant or Neighbouring Resident is dissatisfied with this outcome they have the right to request that decision is reviewed by the Manager of MSH within 30 days of being notified of the outcome. The Manager will inform both parties in writing of the outcome of the review. Following which, they are entitled to appeal to the Code Tribunal (see section 'Enforcement Actions' below) within 30 days of notification of the outcome of the Manager of MSH's review; or

- ii. if a provision of this Code has been breached, MSH will contact both parties in writing and explain why the complaint has been upheld. If the Landlord and/or Agent are dissatisfied with the outcome they have the right to request that the decision is reviewed by the Manager of MSH within 30 days of being notified of the outcome. The Manager will inform both parties in writing of the outcome of the review. Following which, they are entitled to appeal to the Code Tribunal (see section 'Appeal' below) within 30 days of notification of the outcome of the Manager of MSH's review.
- f. If a breach of this Code has been established, and a Student Tenant or Neighbouring Resident's complaint upheld, MSH will consider the following factors in recommending enforcement action:
 - i. the seriousness of the breach of the Code;
 - ii. the risk or actuality of harm to the Student Tenants or Neighbouring Residents;
 - iii. breach of any statutory or contractual rights;
 - iv. breach of any statutory regulations or laws;
 - v. whether any action could have been undertaken by the Landlord and/or Agent to bring about a satisfactory outcome to the complaint;
 - vi. whether any action had already been taken and whether a satisfactory outcome had been achieved;
 - vii. the level of cooperation by the Landlord and/or Agent with MSH in relation to the investigation;
 - viii. The Landlord and/or Agent's intention to prevent non-compliance in the future.

Section Four

LEGISLATION AND REGULATIONS

4.1. Legislation

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

4.2. Regulations

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

4.3. Disclaimer

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

4.4. Further Guidance

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

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





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