

MANCHESTER STUDENT HOMES' CODE OF STANDARDS 2023



FOR
LANDLORDS
MANAGING
HOUSING IN
MULTIPLE
OCCUPANCIES



Table of Contents

Benefits.....page 3

Section One Provisions of The Code.....page 3

1.1. Co-operation and Engagementpage 3

1.2. Positive Community Relations.....page 4

1.3. Equal Opportunities.....page 4

Obligations Prior To The Signing Of A Tenancy Agreement

1.4. Viewings, Offers and Agreements.....page 4

1.5. References.....page 7

1.6. Deposits.....page 7

1.7. Start of Tenancy.....page 8

1.8. State of Repair at the Start of the Tenancy.....page 8

1.9. Planning Permission.page 9

1.10. Ensuring Possession.....page 9

Obligations Relating To The Management Of The Tenancy

1.11. Information Provided to Student/s Renting a Property.....page 9

1.12. Tackling Anti-Social Behaviour.....page 10

1.13. Access.....page 11

1.14. Repairs and Maintenance.....page 11

1.15. Management of Disputes.....page 12

1.16. Legal Action.....page 12

Obligations Surrounding The End Of The Tenancy

1.17. End of Tenancy.....page 13

1.18. HMO Licensing (Houses in Multiple Occupation)page 13

1.19. Selective Licensing.....page 13

1.20. The Environment and Community.....page 14

1.21. Energy Efficiency.....page 14

1.22. Risk Assessments.....page 15

1.23. Fire Safety.....page 15

1.24. Compliance with the Fire Safety (England) Regulations 2022.....page 16

1.25. Gas Appliances.....	page 17
1.26. Electrical Installations and Appliances.....	page 17
1.27. Liquefied Gas/Paraffin Heaters Appliances.....	page 18
1.28. Lighting and Ventilation.....	page 18
1.29. Communal Areas.....	page 18
1.30. Heating.....	page 18
1.31. Security.....	page 18
1.32. Furniture and Storage Space.....	page 19
1.33. Kitchen Facilities.....	page 20
1.34. Toilet and Personal Washing Facilities.....	page 20
1.35. Hygiene.....	page 20
1.36. Fit & Proper Person Declaration.....	page 20
1.37. Change in Circumstances.....	page 21
1.38. The General Data Protection Regulation.....	page 21
Section Two Managing A Tenancy During A Period of Exceptional Circumstances	page 21
Section Three Supporting Disabled Students in Housing.....	page 26
Section Four Accreditation Plus Standards.....	page 27
Section Five The International Friendly Standard.....	page 27
Section Six Code Enforcement.....	page 29
6.1. Property Inspections.....	page 29
6.2. Paperwork Inspections.....	page 29
6.3. Management Inspections.....	page 29
6.4. Code Complaints.....	page 29
6.5. The Code Complaint Procedure.....	page 30
6.6. Enforcement Action.....	page 31
6.7. Appeal.....	page 33

Benefits

- Landlords accredited by Manchester Student Homes (MSH) can improve their reputation and credibility. It signals to students and parents that the landlord meets certain standards and is committed to providing quality accommodation.
- MSH provide support and guidance to accredited landlords. This can include assistance with legal and regulatory compliance, property management advice, and access to resources for maintaining high standards in student accommodations.
- MSH host annual forums and similar events. These events allow landlords to connect with other industry professionals, share best practices, and stay updated on the latest trends and developments in student accommodation.
- MSH support with mediation and dispute issues between student tenants/parents and landlords. This can be beneficial in resolving conflicts between landlords and student tenants, providing a fair and impartial process for dispute resolution.
- Joining MSH can foster positive relationships with universities. Universities prioritise referring students to accredited landlords, which can result in a steady stream of tenants.
- MSH require landlords to meet certain standards and maintain them over time. This encourages ongoing improvement and ensures that student accommodations are well-maintained, safe, and suitable for student living.

Section One – Provisions of The Code

1.1. Co-operation and Engagement

Landlords and/or their Agents will:

- a. co-operate with this Code;
- b. engage with all communications from MSH, which may include delivering key messages from structured MSH communications to Student Tenants on MSH's behalf. If a landlord or agent chooses to remove themselves from the mailing list, they may be missing vital legislative updates;
- c. landlords and/or their agents must comply with this Code as well as any applicable laws, regulations, and standards related to rental properties and tenant rights. Landlords and/or agents are expected to stay informed with legislative updates and changes in the rental industry;
- d. act in a prompt, professional and courteous fashion at all times, especially when communicating with Student Tenants, or any individual who is affected in his/her place of residence or place of business by an accredited property, and/or the Student Tenant/s living in it, parents and guarantors, ("Neighbouring Residents") and MSH; including verbal and any written format such as by letter or email.
- e. maintain professionalism and courtesy in all forms of communication, including the use of respectful and inclusive language;

f. co-operate and engage with all enforcement activities, as detailed in Section Four of this document (“Enforcement Activities”);

g. record information including the address and size of the property, the number of Student Tenants in residence, the institution of study of each Student Tenant and whether each Student Tenant is an international student (that is, a student from outside of the European Union) or a home student (that is, a student from the UK or European Union) and supply such information to MSH on request. MSH will never request personal information e.g. names, date of birth, etc. in this regard and such data should not be shared with MSH;

h. provide an initial response to any communication or complaint from MSH regarding accreditation or enforcement issues within 7 working days from receipt of the communication; and

i. provide current and up to date contact details for a nominated person to respond to communications regarding accreditation and enforcement and an alternative person to be contacted at times of year when the nominated person is unavailable. If a Landlord is going to be unavailable for a considerable amount of time and therefore unable to respond to Student Tenant’s communication, they must leave the Student Tenants with the name and contact details of a designated contact. This should be someone who can answer queries and react to emergencies. Alternatively, the Landlord should make clear to Student Tenants how long they will be out of contact and the procedure to follow with regards to any emergencies that may arise.

1.2. Positive community relations

Landlords and/or their Agents will:

a. engage with any relevant training, volunteering opportunities (where possible) or general interest sessions arranged by MSH;

b. engage with any communications from MSH regarding issues affecting the local community;

c. engage with any appropriate initiatives regarding the environment and sustainability of the local community and respond appropriately to any concerns raised by MSH with regards to the behaviour of Student Tenants and their potential impact on the community.

1.3. Equal Opportunities

Landlords and/or their 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, ethnicity or national origin), religion or belief (including lack of belief), gender/ gender orientation or sexual orientation or any other legally protected characteristic as defined by The Equality Act 2010.

Obligations Prior To The Signing Of A Tenancy Agreement

1.4. Viewings, Offers and Agreements

Landlords and/or their Agents will ensure that:

a. any Student Tenant/s currently in residence is/are offered first refusal of the property before it is re-let, provided they have complied with the terms of their tenancy agreement;

b. if a Student Tenant group wishes to remain for another year, any changes to the rental figure should include a weekly and monthly rental figure to save any ambiguity and should be communicated to the Student Tenant in writing [in advance];

- c.** if a Landlord has more than one business interest, but only has one of those businesses accredited with MSH, the nonaccredited business should not mislead the prospective Student Tenants into thinking their properties are part of the accreditation scheme by linking the accredited business name or MSH logo to its communications;
- d.** a student who is interested in renting the property is given the opportunity to view the property, with due notice given to any existing Student Tenant/s or other tenant currently in residence;
- e.** if a Landlord decides to sell their property, the conditions of the current tenancy should still apply. These conditions should not be compromised in favour of the Landlord who is trying to sell the property e.g. Landlords not providing 24hrs notice to current Student Tenants prior to potential buyers viewing the property;
- f.** robust written procedures are in place for dealing with an assignment of tenancy where the Student Tenant/s wish/es to be released from the agreement pending a replacement Student Tenant being found, such procedures must detail any charges or costs associated with re-letting the property which the Student Tenant will be liable for. Such procedures should be included within the tenancy agreement and/or must be provided to the Student Tenant and/or MSH on request. The Landlord will not unreasonably withhold the option for takeover of the tenancy and mitigate any unnecessary charges;
- g.** the property advert provides potential Student Tenants with sufficient information about costs and charges relating to the property to enable them to compare the full cost of renting one property against another;
- h.** all information about costs, charges and deposits are presented together with information about the cost of rent in the property advert;
- i.** all Information about charges provided in the property advert and other promotional material are full, accurate, clear, and not misleading;
- j.** they take ownership of their adverts and update when necessary. This includes removing an advert from display once it has been let, to save any inconvenience to students who are interested in the property to then find it is no longer available;
- k.** be mindful of updating Student Tenants and MSH when phone numbers or email addresses change;
- l.** no fees are to be charged to student tenants relating to referencing, credit and immigration checks, administration fees or renewal of contracts;
- m.** the only fees applicable to assured shorthold tenancies are:
 - i.** rent;
 - ii.** a refundable tenancy deposit capped at no more than 5 weeks' rent where the total annual rent is less than £50,000, or 6 weeks' rent where the total annual rent is £50,000 or above;
 - iii.** a refundable holding deposit (to reserve a property) capped at no more than 1 week's rent (see 1.4. q. for further details on holding deposit);
 - iv.** payments associated with early termination of the tenancy, when requested by the tenant;
 - v.** payments capped at £50 (or reasonably incurred costs, if higher) for the variation, assignment or novation of a tenancy;
 - vi.** payments in respect of utilities, communication services, TV licence and Council Tax;
 - vii.** a default fee for late payment of rent and replacement of a lost key/security device giving access to the housing, where required under a tenancy agreement.
- n.** 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 Consumer Protection Act). Contractual terms include, but are not limited to:

- i.** 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 (which shall be no later than 1st September) (“Retainer”) or whether payment is charged for July and August at half of the monthly tenancy rental amount (“Half-Rent”), if Half Rent is charged then access will be provided, and the property must be habitable, from the start of the tenancy i.e. the date on which the Half Rent is due (which shall be no later than 1st of July);
- ii.** information as to who is responsible for the payment of all utility charges and Council Tax;
- iii.** the owner clarifies whether s/he retains responsibility for payment of water charges, utility charges and Council Tax, or whether these charges fall to the Student Tenant/s to pay and that this division of responsibility is accurately reflected in the terms of the letting agreement;
- iv.** any additional charges fully comply with the Tenant Fees Ban 2019;
- v.** responsible tenants with well-behaved pets, are able to secure a tenancy. Landlords and/or Agents are encouraged to amend the model tenancy agreement to allow student tenants who are pet owners to live in the property;
- vi.** all repairing responsibilities and timescales for completion - any agreed pre-tenancy repairs being clearly stated;
- vii.** 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;
- viii.** the contact details for the Landlord and/or their Agent, including emergency contact details;
- ix.** any Student who indicates that they wish to proceed with renting the property is allowed at least 24 hours to consider the terms of the tenancy agreement, and to seek independent advice;
- x.** no demand for deposits or rent will be made before a tenancy agreement is signed and exchanged;
- xi.** no demand for rent to be paid in cash and/or by post-dated cheque will be made unless this has been specifically requested by the Student/s and agreed by both parties in writing prior to signing the agreement. It is recommended the Landlords should offer a range of payment options;
- xii.** details of the fixtures, fittings, furniture and any electrical and/or cleaning equipment supplied with the property are either outlined in the advert or provided in writing to the Student/s before the tenancy is signed;
- xiii.** the name and current registered address of the property, owner/or the manager of the property (to be in England or Wales) is stated on the agreement, together with the address and telephone number/s of any managing agent or organisation stated. The name and current address of both the property owner and the manager of the property (where both are applicable) will be provided to MSH on request;
- xiv.** where a bills inclusive contract is offered the total rental price on the advert includes the cost of the specific utilities being included with the rental price (“Bills Inclusive”). A breakdown of the total rent and the utilities covered and the cost of such utilities is provided in the advert and in the tenancy agreement alongside any fair usage policy that may apply;
- xv.** where a separate agreement is entered into covering the cost of some or all of the bills applicable to the property, the specific utilities included are detailed on the advert including a breakdown of the utilities being offered and any fair usage policy that may apply. Any such separate agreement must be signed by all parties prior to the commencement of the tenancy;

o. if a bills exclusive contract is entered into, access to the meters should be freely available so the Student Tenants can manage their utilities;

p. any works or repairs are agreed with the Students in advance of the commencement of the tenancy and are put in writing and detailed in the tenancy agreement with an expected end date for completion that has been agreed by both parties which shall be before the agreed move-in date;

q. any payment taken to hold the property whilst administrative matters and the tenancy agreement are being completed ("Holding Payment") is subject to a written agreement signed by both parties ("Holding Payment Agreement"). The Holding Payment Agreement shall detail the following:

i. the full name, address (to be in England or Wales) and contact details of the Landlord and/or Agent;

ii. the names of the payees;

iii. the date the Holding Payment was paid;

iv. the prospective tenancy to which the Holding Payment relates;

v. the terms and conditions under which the Holding Payment is held;

vi. the conditions under which the Holding Payment will be refunded;

vii. the amount and method of payment of the Holding Payment; and

viii. the Holding Payment must be refundable or off-set against the deposit minus any reasonable charges for cancellation;

r. where rent is paid in cash, a written receipt is always issued. Where rent is paid by other means, a receipt is issued on request;

s. where payments are made more than 7 days in advance of the start of the tenancy a receipt or acknowledgement in writing is issued;

t. where any Student Tenant who wishes to rent the property is required to nominate a guarantor the guarantee to be provided by the guarantor shall be in writing ("Guarantor Agreement"). The liability of each separate guarantor for outstanding rent payments shall be limited to the individual share of the Student Tenant for whom the guarantor is acting. The total amount of liability for any guarantor will be specified in the Guarantor Agreement. If joint and several liability applies in respect of any damage or disrepair to common areas of the property this should be made explicit in the Guarantor Agreement;

u. all property agents will be required to be part of an approved Client Money Protection Scheme by April 2019. This is to ensure the money of landlords or Student Tenants is protected should an agent go into liquidation.

1.5. References

Landlords and/or their Agents will ensure that:

a. reasonable attempts are made to obtain references from a previous Landlord, or a character reference is obtained from a responsible adult who does not have a family connection to the Student, for any Student who wishes to rent a property.

1.6. Deposits

Landlords and/or their 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 Tenant within 30 days of the Landlord taking the deposit;
- c.** if the last payment of rent has been collected with the first payment of rent (in addition to any deposit paid), the monies collected for the last payment of rent will only be used for the purpose of payment of that month's rent and not for any other purpose such as disrepair or damage;
- d.** the Student Tenant/s are made aware that any discussions at the end of the tenancy regarding deductions from the deposit will be through the Landlord and lead Student Tenant. For the administrative purposes of the chosen scheme, the deposit should be lodged under the lead Student Tenants' name;

1.7. Start of Tenancy

Landlords and/or their Agents will ensure that:

- a.** if an agreement was made for a Student Tenant/s to move in during the 'Half Rent' period, and the Landlord intends to carry out repairs, maintenance etc. during this period, this needs to be made known to the Student Tenants in writing before the tenancy is signed. This is to ensure the Student Tenant is aware the property will not be to the standard as if he/she had waited to move in on 1st September;
- b.** access is provided to the property from the first day of the tenancy unless otherwise agreed with the Student Tenant/s in writing. Where access on this day is not possible and this has been agreed with the Student Tenants/s in writing, a pro-rata rent re-payment that reflects the number of days of the tenancy that the Student Tenant/s has/have been denied access will be made to the Student Tenant/s;
- c.** if occupation of a property is delayed for a considerable length of time the offer of being freed from the contract should be made to the students;
- d.** keys are provided to the Student/s for any external and internal doors and windows;
- e.** a detailed inventory is carried out at the start of the tenancy; where possible in the presence of the Student Tenant/s; the inventory states the condition of the property, the fixtures, furniture and fittings, and does not simply list them, where possible, photographic or video evidence is used; and
- f.** the inventory is signed and dated by the Student Tenant/s and the Landlord and/or Agent and a copy is provided to the Student Tenant/s within 7 days/weeks of signature;
- g.** if a Landlord does not provide an inventory, it will be accepted that the Student Tenant can devise one for their own records and use photographic and video coverage as part of the inventory. The Student Tenant would need to sign and date such inventory from the tenancy start date; and forward to the Landlord or agent;
- h.** the property should be free of any infestation at the start of the tenancy. If the property has a history of pests, pest control should be engaged and the household should be made aware of what they can do to avoid the problem becoming worse;
- i.** compliance with Section 22 of the Immigration Act 2014 (the "Right to Rent") by carrying out checks as per the requirements of the legislation for all Student Tenants and storing the information in an appropriate manner for the time period specified in the legislation. Further guidance is available at: <https://www.gov.uk/landlord-immigration-check>.
- j.** Landlords must provide Student Tenants with the most recent copy of the "How to rent guide" at the start of the tenancy. Further guidance is available at: <https://www.gov.uk/check-tenant-right-to-rent-documents>;

1.8. State of Repair at the Start of the Tenancy

Landlords and/or their Agents will ensure that:

- a. when sourcing any tradesmen or contractors to provide specialist services, ensure they are registered with the appropriate recognised body. For instance: www.napit.org.uk/about-us.aspx.
- b. any work to essential services or work that affects the safety or security of the property is fully completed prior to the agreed move-in date;
- c. in the event that following the commencement of a tenancy a property or room/s is/are not ready for occupation ("not ready" to be interpreted as where the property room/s cannot be used for their intended purpose) on the date that the tenancy begins, then suitable alternative accommodation will be provided by the owner if required by the Student Tenant (in the event that this is not covered by an agreement) and no rent will be payable for the property room/s that are unusable during that period. Alternative accommodation provided within the same property is acceptable. A kitchen or sole bathroom that is unusable would count as a 50% rent reduction on the property rent;
- d. any pre-tenancy works or repairs agreed with the Student/s are completed before the tenancy commences;
- e. in the event that the Student Tenant has agreed that the Landlord can undertake works within an agreed timescale, where such works render part of the property or room/s inhabitable during the tenancy this must be agreed in writing. In the absence of any such agreement, and a complaint being made by a Student Tenant, this would be interpreted to mean that consent had not been given. The Landlord is to communicate details of any works to not only to the lead Student Tenant but the other Student Tenants also;
- f. all properties are clean and have working appliances and serviceable furniture;
- g. any old furniture/appliances/carpets are removed from both the interior and exterior of the property and disposed of correctly;
- h. ensure that at least a good level of upkeep of the garden is maintained at the property e.g. cut the grass so it doesn't become overgrown, maintain shrubs and trees so they do not encroach on Neighbouring Residents property; outside the curtilage of the property or front boundary pavement; and
- i. Landlords will ensure any closing mechanisms attached to doors are serviced regularly so that they operate efficiently so that there is no unnecessary sounding of the doors as they close. This is to ensure that doors do not make any noise that can be heard by Neighbouring Residents.

1.9. Planning Permission

- a. Landlords and/or their Agents will ensure that any planning permissions necessary for the property have been secured.

1.10. Ensuring Possession

Landlords and/or their Agents will ensure that all statutory notices seeking possession are served at the appropriate time on the Student Tenant/s currently residing at the property to make sure that the property is available for occupation by the incoming Student/s.

Obligations Relating To The Management Of The Tenancy

1.11. Information provided to Student/s renting a property

Landlords and/or their Agents will ensure that a welcome pack is provided, which includes, but is not limited to, the following:

- a. Gas safety certificate, a copy of the H.M.O. licence, Energy Performance and Electrical Installation Condition Reports;
- b. student responsibilities to the property, including Health and Safety obligations;
- c. the repair-reporting procedures and the Landlord and/or Agent's anticipated response times;

- d.** the refuse collection services and days the bins are collected; whilst stressing the consequences of inaccurate waste disposal and recycling;
- e.** guidance on how to operate any central heating/hot water/fire detection systems/alarms/appliances;
- f.** guidance on the causes of condensation and its prevention;
- g.** the importance of not creating noise nuisance and/or anti-social behaviour which also applies to any guests visiting the property;
- h.** a copy of the MSH Code of Standards, MSH Guide, MSH Accreditation Certificate are provided to the Student Tenant/s. This can be done through a link on the owner's website, by giving the Student Tenant/s information about where the information is on the MSH website, or a paper copy can be given to the Student Tenant/s. Any web links must display the correct MSH web address in a clear manner;
- i.** Student Tenant/s are provided with alternate contact details in case of an emergency where the Landlord and/or Agent will be unavailable for a period of more than 24 hours; and
- j.** properties are not knowingly overcrowded; overcrowding guidance may include reference to tenancy agreement and where appropriate House of Multiple Occupation (H.M.O.) guidelines.

1.12. Tackling Anti-Social Behaviour

Landlords and/or their Agents will ensure that:

- a.** in the event of any anti-social behaviour caused by Student Tenant/s in relation to the property, that is, conduct that has caused or is likely to cause, harassment, alarm or distress to any person or conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises or conduct capable of causing housing related nuisance or annoyance to any person, which may include, but is not limited to, excessive noise levels, direct harassment or environmental issues ("ASB"), Landlords will use reasonable endeavours to intervene with a view to ending the ASB at/or in relation to the property and ensure that the Student Tenant/s are treating the property and its environs in a responsible tenant-like manner;
- b.** in cases where the intervention referred to in 1.12(a) above proves unsuccessful, the Landlord or their Agent shall contact MSH for assistance. MSH may provide assistance by seeking further guidance from statutory and non-statutory agencies which may intervene;
- c.** the Landlord or their Agent advise Student Tenants against engaging in statutory noise nuisance and/or ASB and the possible consequences of engaging in any such action, including but not limited to, disciplinary action taken by the Student Tenants institution of study, legal notices served by the local authority (including fines, prosecution and seizure of noise making equipment) and/or eviction proceedings;
- d.** the Landlord or their Agent take reasonable action to prevent and/or reduce statutory noise nuisance and/or ASB by Student Tenants residing in and visitors to his/her property. Within the property display clear guidance relating to expectations of behaviour and the make-up of the local community. The expectations of behaviour should include no tolerance to statutory noise nuisance and/or ASB of any kind any time of the day or night, no reference to 11pm cut off;
- e.** all Student Tenants are aware of what to do should they experience ASB and how they should report such behaviour to the Landlord and/or Agent, LOOHT (Licensing and out of hours team) and the Police;
- f.** The Landlord or their Agent provides assistance in resolving the issue to any Student Tenant who complains of suffering ASB;
- g.** advice is sought, in the first instance from MSH, as soon as concerns are raised about ASB being perpetrated by a Student Tenant living in his/her property, their cohabiters, or visitors to the rented property;

- h.** any Student Tenant engaging in statutory noise nuisance and/or ASB in relation to the property is given a written warning and a record of this and any other action taken is available on request;
- i.** any behaviour related to drug dealing, racial harassment, hate crimes, physical or sexual violence, or any other criminal behaviour is reported to the police;
- j.** Neighbouring Residents have the contact details of the Landlord and/or Agent and are aware that they may complain under the MSH Code of Standards;
- k.** where the neighbours of the property have been historically affected by ASB from previous Student Tenants, preventative steps are taken, such as engagement with the Student Tenant/s, MSH and Manchester City Council initiatives, to ensure that the prospective Student Tenant/s is/are aware of sensitivities arising from this. Evidence of these preventative steps are produced on request to MSH;
- l.** guarantors or next of kin are not contacted about incidents of ASB unless an emergency arises or contact is required in relation to recovering costs arising from damage to the property and only where the next of kin is a guarantor and all attempts to reclaim the costs from the Student Tenant/s have failed. Next of kin should not be contacted about such costs unless s/he is acting as a guarantor to the tenancy;
- m.** any contact from MSH regarding the ASB of Student Tenant/s in his/her property is responded to in writing within 7 working days and outlines the steps that have been taken to manage this behaviour; and
- n.** if a Landlord is requested to take action on any issue relating to housing standards, management and community cohesion, failure to comply will result in a staff member taking reasonable action in line with the code of standards.

1.13. Access

Landlords and/or their Agents will ensure that:

- a.** when access is required to the property permission must be sought, Student Tenants should receive notification of the date, time and purpose of the visit not less than 24 hours in advance (except in emergencies); and
- b.** landlords/agents are required to conduct a visit to their properties at least twice per letting period to inspect for internal/external disrepair and waste and recycling management.

1.14. Repairs and Maintenance

Landlords and/or their Agents will ensure that:

- a.** the following repairs completion performance standards are achieved:
 - i.** Priority One - Emergency Repairs: any disrepair that poses a risk to the health and safety of the Student Tenant/s, serious damage to the property or serious damage to Student Tenant's belongings will be made safe and secure within 24 hrs; e.g. boarding up a window after it has been broken or isolating electrics if there is a fault. Other examples of repairs requiring a 24hr response time include but are not limited to: no heating during the Winter months; or no electric shower to provide hot water when the boiler is temporarily not working;
 - ii.** 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. Examples of Priority Two works include but are not limited to: blocked kitchen sink, second toilet not flushing, leaking tap;
 - iii.** 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. Examples of Priority Three works include but are not limited to: refit skirting board; replace a broken tile; painting a ceiling following a leak;
- b.** If there is a dispute between the Landlord or Agent and the Student Tenant as to when a repair has been reported by the Student Tenant, then the date on which the repair was reported to the Landlord or Agent shall be the accepted date ("Notification Date"). The Notification Date shall be deemed as follows:

i. where work or repair has been reported by the Student Tenant via telephone message, SMS text or email, on the day that the text or email was sent;

ii. where the work or repair has been reported via letter, two working days after the date on which the letters was posted.

c. in the event the Landlord or Agent receives more than one notification of repair for the same property which relates to the same repair matter (for example more than one Student Tenant notifies the Landlord or Agent of repair), then the Notification Date shall be the date of the first notification sent to the Landlord or Agent as calculated in accordance with (i) or (ii) of this paragraph, due notice is given to Student Tenant/s when any 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);

d. they and their representatives (including any contractors) comply with all legal responsibilities and always behave in a professional, polite, courteous, and fair manner towards their student tenants and prospective tenants. Landlords and/or Agents should consider drawing up their own policy document on dealing with their tenants and effectively communicating this to all their employees, representatives and contractors;

e. contractors and trade persons remove all redundant components/debris from the site on completion of any works both internally and externally, and that any damage to the decoration of the property is promptly repaired following the works;

f. where contractors or trade persons have been used, completed work is inspected to ensure that it has been carried out to a reasonable standard; and

g. In the event of 'an act of God, fire, flood' or any other unforeseeable circumstance and the property is deemed temporarily uninhabitable the Landlord is to provide to the Student Tenant a package with measures to support the Student Tenant during the interim period. This may involve providing Student Tenants with suitable alternative accommodation or consideration given to the termination of the tenancy. If a situation warrants it, compensation should be considered. See Section Two on further details on this.

1.15. Management of Disputes

Landlords and/or their Agents will ensure that:

a. any queries, complaints or difficulties raised by a Student Tenant 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 Tenant/s or their representatives;

c. any settlements and/or agreements reached are honoured within four weeks of the settlement being made; and

d. any dispute that cannot be resolved between the parties is referred to MSH to be investigated under the Code Complaint provisions (see Section Six).

1.16. Legal action

Landlords and/or their Agents will ensure that:

a. if the Landlord is contemplating taking legal action against a Student Tenant and/or any guarantor, the Landlord shall use reasonable endeavours to use other means to try to settle the dispute, including, but not limited to, mediation and arbitration, prior to issuing proceedings against the Student Tenant and/or guarantor.

1.17. End of Tenancy

Landlords and/or their Agents will ensure that:

- a. all Student Tenant/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;
- b. a check-out inventory is undertaken on or before the end of the tenancy, preferably in the presence of the Student Tenant/s. The Landlord or Agent shall provide the Student Tenant/s with a copy of that inventory within 7 days of the date upon which the inventory is taken. Any charges for damage or any cleaning of the property and its environs shall also be noted in writing to the Student Tenant/s within 7 days of the end of Tenancy;
- c. no deposit (or any part of it) which has been paid by a Student Tenant in respect of a property is withheld unless the Landlord or Agent can evidence the Landlord has incurred costs in respect of:
 - i. any unpaid utility charges at the property, for which the Student Tenant/s are liable;
 - ii. any damage caused to the property by the Student Tenant/s;
- d. where deposits are to be returned to the Student Tenant without any deductions they shall be returned to Student Tenant/s who has/have 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 Tenant/s to inform them of the return date of the deposit (or balance);
- f. where deductions are to be taken from the deposit the Student Tenant/s is/are issued with a detailed breakdown of any deductions made and evidence of any additional costs claimed above the value of the deposit. A Landlord should not intentionally delay the return of the deposit in order to stall a Student Tenant logging a grievance with the tenancy deposit scheme. MSH expects all negotiations with regards to deposit deductions to have taken place within two months of the end of the tenancy; and
- g. all rubbish is removed from the exterior of the property by the Student Tenant/s. Should the Student Tenant/s fail to remove such rubbish the Landlord and/or Agent will do so and shall engage with MSH on any recycling or waste disposal activities necessary. All Landlords and/or Agents will adhere to the Manchester City Council Standards for HMOs. Please refer to the following link: www.manchester.gov.uk/downloads/download/5357/hmo-policy_standards_and_conditions.

1.18. HMO Licensing (Houses in Multiple Occupation)

Landlords and/or their Agents will ensure that:

- a. a current HMO licence is in place, or an accepted application for a HMO licence is under consideration, where HMO mandatory licensing applies (under Part II of the Housing Act 2004), and, that those properties meet or will comply with licence conditions within the timescales specified;
- b. MSH is informed if a particular condition of the HMO licence is different to a requirement of this Code of Standards; and
- c. a copy of a current licence is lodged with MSH at all times.

1.19. Selective Licensing

Landlords and/or their Agents will ensure that:

- a. any property located within the boundary of a selective licensing area will apply for the licence, and ensure this is renewed in line with the Local Authority's guidelines;
- b. a copy of a current licence is lodged with MSH at all times.

1.20. The Environment and Community

Landlords and/or their Agents will ensure that:

- a. all properties are provided with adequate waste AND recycling facilities:
 - i. Landlords must assess their properties in relation to the number of occupants and provide the correct number of waste and recycling bins. If required advice can be sought from the serving local authority/Manchester City Council;
 - ii. Landlords and/or agents must provide Student Tenants with details of waste disposal arrangements for the property and advice on managing waste and recycling. Landlords and/or agents should direct Student Tenants to https://www.manchester.gov.uk/info/200084/bins_rubbish_and_recycling;
- b. Landlords will inform Student Tenants of the consequences of contaminated bins e.g. glass in paper bin or cardboard in the brown bin. Landlords will commit to educating the Student Tenants in relation to correct waste management and recycling;
- c. all properties are provided with adequate external recycling bins;
- d. all properties are provided with containers for the internal sorting of recyclable materials (i.e. glass and plastic, paper and cardboard, food waste);
- e. all Student Tenants are aware that if any form of fly tipping (dumping) takes place, the Landlord and/or Agent will contact the serving local authority;
- f. regular inspections are carried out to ensure that the refuse collection point is free from litter or waste and that the exterior of the property is being maintained;
- g. the exterior of the property, including boundary walls, paths and gardens, are properly and safely maintained, in accordance with Housing Health and Safety Rating System ("HHSRS"), so as not to detract from the appearance of the area;
- h. 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;
- i. where a garden or paved area exists this shall be kept in good order and free of waste and litter. The Landlord, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their Student Tenants keep the garden free of litter and the garden area should not be used to store old or unwanted furniture or fittings;
- j. if a period feature of a property should become damaged the Landlord should restore these features where practicable. Landlords are to follow all rules of listed buildings or local conservation stipulations;
- k. no 'To Let' signs or banners are erected within the boundaries of the property or to the side of the property; and
- l. Neighbouring Residents of the property have the contact details of the Landlord and/or Agent and are aware that they can make complaints under the MSH Code of Standards.

1.21. Energy Efficiency

Landlords and/or their Agents will ensure that:

- a. Draught excluders and draught proofing measures are to be fitted to external doors and windows to prevent escape of heating from the property and improve energy efficiency. Internal fire doors to be draught excluder free due to it compromising safety unless the Fire Risk Assessment can show there is a reduced risk;
- b. all properties are provided with, as a minimum, hot water tank and pipe lagging, and adequate insulation to roof void areas;

- c. any refurbishment of the property includes energy efficient measures;
- d. energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations, and all other laws applicable to such works within England and Wales;
- e. Landlords are advised to concentrate on improving roof insulation (ideally 270mm, or at a minimum of 250mm and wall insulation with cavity wall insulation or internal insulation (dry lining);
- f. any light bulbs provided at the start of the tenancy are minimum A-rated and any energy saving lightbulbs in time are replaced with LED lights;
- g. double glazing to be fitted as standard to all properties; and
- h. all properties have a valid Energy Performance/Environmental Impact Certificate (EPC) of grade E or above. A copy of the current EPC shall be lodged with MSH at all times. Landlords can seek advice from the following Government link: <https://www.gov.uk/government/news/energy-saving-tips-to-save-money> efficiency advice can be obtained by telephoning The Department of Energy's Energy Saving Advice Service on 0300 1231234.

1.22. Risk Assessment

Landlords and/or their Agents will ensure that:

- a. 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 Student Tenant/s and visitors, as defined under HHSRS; and
- b. risk assessments are undertaken every twelve months and any findings acted upon to limit the likelihood of a hazard under HHSRS occurring, and to limit the potential of harm to Student Tenant/s and visitors. These risk assessments should be documented, and appropriate measures should be implemented based on the findings.

1.23. Fire Safety

Landlords and/or their Agents will ensure that:

- a. the property has the appropriate level of fire safety/protection. The level of fire safety/protection required for the property is dependent upon the number of storeys the property has and the number of people living in the property. Fire safety protection systems should be tested in line with LACORS guidance, please refer to the following link: <https://www.cieh.org/media/1244/guidance-on-fire-safety-provisions-for-certain-types-of-existing-housing.pdf>;
- b. a testing and maintenance regime in accordance with BS5839 is essential to ensure that the fire alarm and detection equipment are all working as they should. Training and education of student tenants is also important because many false alarms are caused by people's behaviour;
- c. all properties have an up-to-date fire safety risk assessment, all recommendations will come under significant findings and will need to be acted upon, and relevant responsibilities under the Regulatory Reform Order (Fire Safety) 2005 have been fulfilled;
- d. the fire alarm systems should be audible throughout the building with the type, size and location of sounders determined by the risk assessment and an audibility test and have suitably sited smoke detectors;
- e. each kitchen is fitted with a fire blanket manufactured to BS EN3 1869:1997;
- f. all exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the Landlord and/or Agent, as far as reasonably practicable) are maintained as safe and unobstructed, so as to enable evacuation of the property in the event of fire;
- g. all final exit doors can be easily opened from the inside without requiring the use of a key;
- h. internal doors are of sound construction and are close fitting to the frame;

i. they are familiar with the LACORS Guidance on Fire Safety and take effective steps to implement this guidance, please refer to the following link: https://www.hastings.gov.uk/content/housing/pdfs/LACORS_Fire_safety_guidance.pdf;

j. students are trained in fire safety and risk management of false alarms of fire in order to prevent and reduce the number of false alarms. Preventing false alarms is a critical safety issue. GMFRS need to be available to attend genuine emergencies, the Localism Act 2011 enables fire and rescue services to charge for attendance at false alarms; and

k. heat alarms should be fitted in all kitchens. All alarms should be interlinked and also 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.

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

Landlords and/or their Agents will ensure that:

a. it is a legal requirement for responsible persons of high-rise blocks to provide information to GMFRS to assist them to plan and, if needed, provide an effective operational response;

b. the regulations require responsible persons in multioccupied residential buildings which are high-rise buildings [more than 18 metres high or more than seven storeys], as well as those more than 11 metres, to provide additional safety measures;

c. in all multi-occupied residential buildings, the regulations require responsible persons to provide residents with fire safety instructions and information on the importance of fire doors. These regulations apply to existing buildings;

i. in high-rise residential buildings, responsible persons are required to:

- Building Plans: provide GMFRS with up-to-date electronic building floor plans and to place a hard copy of these plans, alongside a single page building plan which identifies key firefighting equipment, in a secure information box on site;
- External Wall Systems: provide to GMFRS information about the design and materials of a high-rise building's external wall system and to inform GMFRS of any material changes to these walls. Also, they will be required to provide information in relation to the level of risk that the design and materials of the external wall structure gives rise to and any mitigating steps taken;
- Lifts and other Key Fire-Fighting Equipment: undertake monthly checks on the operation of lifts intended for use by firefighters, and evacuation lifts in their building and check the functionality of other key pieces of firefighting equipment. They will also be required to report any defective lifts or equipment to GMFRS as soon as possible after detection if the fault cannot be fixed within 24 hours, and to record the outcome of checks and make them available to residents;
- Information Boxes: install and maintain a secure information box in their building. This box must contain the name and contact details of the Responsible Person and hard copies of the building floor plans; and
- Wayfinding Signage: install signage visible in low light or smoky conditions that identifies flat and floor numbers in the stairwells of relevant buildings.

ii. in residential buildings with storeys more than 11 metres, responsible persons are required to:

- Fire Doors: undertake annual checks of flat entrance doors and quarterly checks of all fire doors in the common parts; and
- External Wall Systems: provide to GMFRS information about the design and materials of a high-rise building's external wall system and to inform GMFRS of any material changes to these walls. Also, they

will be required to provide information in relation to the level of risk that the design and materials of the external wall structure gives rise to and any mitigating steps taken;

iii. in all multi-occupied residential buildings with two or more sets of domestic premises, responsible persons will be required to:

- Fire Safety Instructions: provide relevant fire safety instructions and training 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
- 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; and
- Fire Door Safety Checks: the responsible person must perform checks of the fire doors in the communal parts of the building at least every three months. In addition, flat entrance doors should be checked at least every 12 months.

1.25. Gas Appliances

Landlords and/or their Agents will ensure that:

- a. 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; any out of commission boilers must be replaced with a condenser boiler;
- b. all gas appliances are serviced annually by an engineer endorsed by the Gas Safe register, and a record of the service is kept and annually updated on the student pad portal;
- c. an annual gas safety check, proved by way of a certificate, is carried out;
- d. registered Gas Safe technicians carry out all repairs to gas supply installation pipes, fittings, connections and appliances;
- e. a copy of a current Gas Safety Certificate is lodged with MSH at all times;
- f. a sufficient number of audible carbon monoxide alarms are placed in appropriate locations (see below). Alarms are to be marked EN 50291 and also have the British Standards' Kite mark or another European approval organisation's mark on it. ('The Siting of Domestic CO Alarms', page 34, the Health and Safety Executive). The Landlord has responsibility to check that the carbon monoxide alarm is working in line with the manufacturer's instructions.

1.26. Electrical Installations and appliances

Landlords and/or their Agents will ensure that:

- a. an adequate number of electric sockets are provided in the property in appropriate locations;
- b. an approved (NAPIT, NICEIC or equally approved UKAS Certification scheme) electrician certifies all electrical wiring installations as safe, and future inspections are carried out as recommended on the certificate. Certificates following a recent partial or full rewire are to be presented to MSH;
- c. all repairs and improvements to electrical wiring are carried out by a registered competent person and comply with the current regulations, any components used in repairing electrical wiring installations comply with the International Standard;
- d. a copy of a current Electrical Safety Certificate/Periodic Inspection Report is lodged with MSH at all times;
- e. a registered competent person is used to install those appliances that require a direct connection to the electrical installation, such as cookers, showers and storage heaters;

f. fixed appliances such as cookers, boilers, fixed heating etc., supplied by the Landlord and/or Agent are functioning in accordance with manufacturers' operational limits and can be operated in a safe manner;

g. Residual current device (RCD) protection should be provided to all consumer units; and

h. all appliances supplied by the Landlord should be visually inspected before the start of the tenancy for signs of wear and tear. A portable appliance test (P.A.T.) certificate for each appliance is to be obtained every 12 months.

1.27. Liquefied Gas/Paraffin Heaters appliances

Landlords and/or their Agents will ensure that:

a. no form of bottled gas or paraffin heaters are provided at the property.

1.28. Lighting and Ventilation

Landlords and/or their Agents will ensure that:

a. all properties have adequate lighting, particularly in the communal areas and especially on internal staircases; emergency lighting should be tested regularly and normally carried out in conjunction with the fire alarm test. Servicing records for the emergency lighting should be kept and produced on request; and

b. properties are well ventilated. Bathrooms should be provided with mechanical ventilation. Kitchens should have mechanical ventilation either by a fan or via a cooker hood. Toilets or washrooms with no windows must have a ventilation system installed with a delay timer.

1.29. Communal Areas

Landlords and/or their Agents will ensure that:

a. Student Tenants are made aware of who is responsible for the cleaning of communal areas, including common staircases and landings outside of the dwelling, and that these are kept free from rubbish and any obstruction; and

b. a handrail should be fitted on all staircases, internal and external, which consist of three or more steps.

1.30. Heating

Landlords and/or their Agents will ensure that:

a. all habitable rooms are heated and have controls that allow separate use and programming of heating and hot water, including a programmer/timer and room thermostat. Electrical heating should be on its own dedicated circuit and hard wired in via a flex outlet, preferably fused flex outlet; and

b. thermostatic radiator valves are fitted to radiators.

1.31. Security

Landlords and/or their Agents will ensure that:

a. external doors are of a solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened laminated glass. These doors are fitted with a five lever mortise deadlock, with a thumb turn release, conforming to BS 8621:2007 and cylinder conforming to BS EN 1303;

b. door frames are strong and well secured to the jambs;

c. all existing letter boxes located within 0.5 metres of any latch possible or thumb turn lock are fitted with a "a static cowl" on the inside to prevent thieves from putting their hands or gadgets through the letterbox and trying the latches from the inside. New door sets meeting BS: PAS24-1:2012 are designed with acceptable letter box restriction;

- d.** the door frames should be strong and well secured to the jambs. If a door is replaced it is recommended that the full door set will be replaced too, ensuring that this meets with BS: PAS24: 2012 'doors of enhanced security' – as a minimum;
- e.** ground floor and upper storey windows accessible from ground level are of sound construction and fitted with window locks. Where key operated locks are fitted, keys are available to Student Tenant/s;
- f.** security grilles are not necessary if good quality doors and windows are fitted, and their use is strongly discouraged. Any security grilles fitted to exit doors must allow escape from the building without the use of a key. Security grilles on ground floor windows should only be fitted internally and, where they form part of the protected route of escape from fire must be easily operable. If security grilles are newly fitted it is recommended that they meet the LPS1175 SR1 standard;
- g.** escape windows are fit for purpose and able to open without the use of a key;
- h.** all houses and ground floor flats have a burglar alarm with a 20-minute cut out and a nominated key holder; the alarms are maintained so as to avoid unnecessary sounding if it is a false alarm i.e. regular servicing, a nominated key holder who can silence the alarm;
- i.** all other flats have a secure door entry system available;
- j.** contractors and Student Tenants should be supplied with the code numbers of alarms;
- k.** door bells, where fitted, should be maintained regularly to ensure that they remain operational;
- l.** external PIR security lighting (motion activated security lighting) is installed to cover more vulnerable areas and concealed spaces;
- m.** all drainpipes close to vulnerable upper floor windows should be painted with anti-climb paint above 2 metres where practicable;
- n.** the boundaries of the property are physically delineated by way of robust and well maintained walls or fencing;
- o.** gates at the side or rear of the property are securely fitted and adequately bolted to prevent opening from the outside;
- p.** hedges are not to exceed 1m in height around external windows and doors. Trees should not hang below 2m in height. If there are any Tree Preservation Orders these would have to be judged on an individual basis;
- q.** where the property had been subject to unauthorised entry, whether forced or un-forced, advice is sought from Greater Manchester Police regarding security provision. At the request of MSH, a security inspection of the property may be facilitated by MSH and/or Greater Manchester Police; and
- r.** Landlords are to provide safe and secure storage for bikes where possible within the boundary of the property; alternatively find a suitable position indoors.

1.32. Furniture and Storage Space

Landlords and/or their Agents will ensure that:

- a.** all furnishings are clean and in reasonable condition and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended 2010);
- b.** all rooms in the property are adequately furnished for the purpose intended and adequate storage space is provided for the number of Student Tenants in the property; and
- c.** all bedrooms should be of an appropriate size. Further guidance can be sought from the H.M.O. standards. Please refer to the following link: www.manchester.gov.uk/downloads/download/5357/hmopolicy_standards_and_conditions.

1.33. Kitchen Facilities

Landlords and/or their Agents will ensure that:

a. each kitchen has facilities for the storage (including fridges and freezers), preparation and cooking of food which is suitable for the number of occupants. Normally, this means that there is a 5 to 1 ratio of occupants to kitchen facilities (for example, six or more Student Tenants have two cookers, two sinks, etc.) Further guidance can be requested from the relevant local authority.

1.34. Toilet and Personal Washing Facilities

Landlords and/or their Agents will ensure that:

a. there are adequate facilities for the number of occupants. This means there is a ratio of 5 to 1 for Student Tenants to toilet and washing facilities;

b. the facilities are in a condition that can be maintained in a clean and hygienic state. A washable floor covering is provided and the facilities are adequately ventilated; and

c. Water saving measures to be put in place, such as a water saving object (e.g. crystal silicone bag) placed in any remaining 9 litre cisterns.

1.35. Hygiene

Landlords and/or their Agents will ensure that:

a. the property is provided with serviceable cleaning equipment, including, but not limited to, vacuum cleaners, mops and buckets, toilet brushes and holders, at the start of the tenancy.

1.36. Fit & Proper Person Declaration

MSH requires all Landlords and Agents to be Fit and Proper Persons, as defined below:

a. a Landlord and/or Agent will not be deemed to be a Fit and Proper Person if they have been involved in or have been convicted of:

- i. any offence involving fraud or dishonesty, or violence or drugs or any offence listed in Schedule 3 to the Sexual Offences Act 2003;
- ii. unlawful discrimination on any grounds whatsoever, including, but not limited to; sex, sexual orientation, disability, race - including colour, nationality, ethnic or national origin; and/or
- iii. contravention of any provision of the law relating to housing or of Landlord and Student Tenant law; (including any civil proceedings that the Landlord or Agent has lost);

b. in addition, during the last 5 years the following cannot be true of the Landlord or Agent, nor any current or former Agent where:

- i. the Landlord and/or Agent has been refused a licence or had a licence removed for any property in relation to HMO, additional or selective licensing under the Housing Act 2004;
- ii. the Landlord and/or Agent has been found by a local authority to have acted otherwise than in accordance with any Code of Practice approved under Section 233 of the Housing Act 2004;
- iii. the Landlord and/or Agent has been in control of any property on which the local authority has carried out work in default;
- iv. the Landlord and/or Agent has been in control of any property, which has been the subject of an interim or final management order or a special interim management order under the Housing Act 2004; and/or

v. the Landlord and/or Agent has been subject to any enforcement activity brought by the Council, Police or Fire authorities;

c. all Landlords and/or Agents declare themselves and their Agents (as appropriate) Fit and Proper Persons upon registration. If MSH becomes aware that a Landlord or Agent does not meet the definition set out above their accreditation will be revoked.

1.37. Change in Circumstances

Landlords and/or Agents must:

a. inform MSH immediately of any change to circumstances which may affect their accredited status.

1.38. The General Data Protection Regulation

Landlords and/or their Agents will:

a. will for the purposes of managing the personal information of their Student Tenants (names, addresses, dates of birth etc.), comply with the requirements of the GDPR and not hold such data for any longer than is deemed necessary;

b. will for the purposes of processing personal information, will comply with the General Data Protection Regulations, in terms of ensuring they have a valid lawful reason for processing such data; and

c. must devise their own privacy statement when collecting personal data from students and or their parents. Further guidance is available at: <https://gdpr-info.eu/>.

Section Two – Managing A Tenancy During A Period of Exceptional Circumstances

Managing a tenancy during a period of exceptional circumstances, the Landlord/Agent will:

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

i. Purpose: To ensure landlords and agents have measures in place to deal with the impact of an exceptional circumstance event on both their business and their tenant's living conditions.

ii. Guidance: Business Continuity is about having a plan to deal with difficult situations so that your business can continue to function with as little disruption as possible. A good plan recognises potential threats and analyses what impact they may have on day to day operations. It also provides a way to mitigate these threats, putting in place a framework to allow the key functions of the business to continue. Landlords and Letting Agents are positively encouraged to join an appropriate trade association in order to benefit from additional support. Membership of such a scheme will be promoted through MSH. The Guidance acknowledges that some events are unforeseeable.

2.2. a. keep aware of and comply with updates to national and local Government guidance, advice and legislative changes:

i. Purpose: To ensure they can maintain compliance with all guidance and regulation.

ii. Guidance: There is an additional expectation that at times of exceptional circumstances Landlords and Agents should keep themselves abreast of all appropriate guidance on a regular basis. MSH will try to assist in that process by providing updates.

2.3. a. ensure that tenants are advised of updates to national and local Government guidance, advice and legislative changes where it impacts on their tenancy:

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

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

2.4. a. ensure that the condition of the property at the commencement of the tenancy is such to comply with all national and local Government guidance, advice and legislative changes as well as potential tenant concerns:

i. Purpose: To ensure that the property has been appropriately presented taking into account how the exceptional circumstance event will have impacted on the incoming tenant's concerns and expectations.

ii. Guidance: Ensure you are familiar with all appropriate and advice and guidance and this has been communicated to the tenants to manage their expectations. Where appropriate measures have not been able to be employed to advise tenants in a timely fashion, communicate with them openly and courteously where occupation may be delayed and seek to obtain a mutually acceptable solution to any issue. A reasonable period should be allowed between the ending of one tenancy and the commencement of the next to allow for appropriate cleaning and maintenance.

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

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

ii. Guidance: Ensure you are familiar with all appropriate and advice and guidance and keep updated during the course of the tenancy and these are communicated to the tenants to manage their expectations. Liaise with tenants in relation to their expectations of visitors to their property whilst ensuring they understand your statutory obligations to maintain their safety.

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

i. Purpose: To ensure tenant's expectations and understanding of how the event will impact on their tenancy is fully transparent.

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

2.7. a. attempt to ascertain whether any of their prospective tenants have any additional requirements in terms of safe evacuation of the accommodation:

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

ii. Guidance: All landlords and letting agents should have a tenancy application process that provides the opportunity for any prospective tenant to disclose information that would allow you to identify additional requirements you may need to employ. Landlords and/or Agents should be sensitive to a reluctance for this information to be disclosed so give further opportunities at the pre-tenancy stage and during the course of occupation privately. Such information should be kept confidential where requested and not used to discriminate between applicants.

2.8. a. ensure that where tenants are required to re-locate they are fully supported and adequate liaison takes place with MSH, universities and the Local Authority:

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

ii. Guidance: As soon as it is known occupation of a building is no longer possible then the Landlord and/or Agent should immediately inform MSH and provide details of the universities the occupants are attending to enable appropriate support to be provided. The landlord/agent should continue to engage with all interested parties during the course of the issue to ensure the support to tenants can continue to be provided.

2.9. a. where a tenant's income or their personal circumstances has been negatively impacted by the event then receive and consider requests to mitigate financial hardship:

i. Purpose: To ensure there are open communication channels between the tenant and their Landlord and/or Agent and to encourage compromise and flexibility.

ii. Guidance: Where a landlord/agent receives a request to be released from a tenancy or to waive an amount of rent then it is not unreasonable for the landlord/agent to request evidence from the tenant to prove the detriment. Where that evidence is provided then the landlord/agent should work with the tenant and/or their guarantor to reach a mutually agreeable settlement. However the landlord /agent should listen to explanations as to why evidence is not able to be produced, particularly if it is of a personal nature. There is no requirement on the landlord/agent to release a student from their tenancy or waive rent unless the property is not able to be occupied and a suitable alternative cannot be offered.

2.10. a. consider and not unreasonably deny any reasonable payment plan:

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

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

2.11. a. ensure that end of tenancy procedures are fully communicated to tenants in a timely fashion to allow them to reasonably comply:

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

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

2.12. a. ensure that where the tenant is unable to return to the property then their belongings are stored safely and alternative methods of collection are facilitated:

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

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

2.13. a. ensure that where the tenant is unable to return to the property then end of tenancy inventory and deposit retention takes this into account:

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

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

2.14. a. ensure that the management of utility bills and fair usage terms is fair and in alignment with The Maximum Resale Price terms. Further guidance can be viewed under the Ofgem website:

https://www.ofgem.gov.uk/sites/default/files/docs/2005/10/11782-resaleupdateoct05_3.pdf.

i. Purpose: Landlords and/or Agents who charge tenants rent inclusive of bills must comply with the maximum resale price rules. Landlords and/or Agents must not charge tenants more than the price they are paying for energy.

ii. Guidance: To ensure that the management of utility bills is fair and student tenants are not unfairly charged due to the energy price increases. To refer to government guidance on how to manage any financial rebates or discounts provided by the government.

2.15. a. ensure that any unused utility cap that results from a lack of occupation should be returned to the tenants:

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

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

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

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

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

2.17.a. Landlord and/Agent must have a protocol for reporting the death of a student to the appropriate authorities

i. The purpose of the clause is to establish a requirement for the landlord and/or agent to have a specific protocol in place for reporting the death of a student to the relevant authorities. This protocol ensures that in the unfortunate event of a student's passing, there is a structured and efficient process for notifying the appropriate authorities, such as law enforcement or local government agencies. This provision aims to ensure timely and accurate reporting while maintaining sensitivity and respect for the situation.

ii. Guidance: Designate responsibilities, share contact details, and establish a timeframe for reporting. Specify the agencies to be informed and provide necessary information. Communicate respectfully and keep sensitive

details private. Regularly review and update the protocol, and ensure compliance with legal requirements. Additionally, offer emergency contacts for after-hours situations. This approach ensures a sensitive, efficient, and lawful response in unfortunate circumstances.

b. The Landlord and/ or Agent must inform MSH immediately following the unfortunate event of the death of a student tenant:

i. Purpose: The death of a student is always a sensitive matter and represents a tragedy for all those affected. It is in most cases an unexpected event. In such circumstances it is important to ensure certain steps are taken to notify relevant people and to gather information while being aware of the need to show sensitivity and compassion to those affected by the death. The respective university must be informed as each institution has its established method of disseminating this information to all pertinent departments.

ii. Guidance: The Landlord and/or Agent must immediately contact MSH with the relevant details of the deceased student. Subsequently, MSH will initiate contact with the designated associate at the university, commencing the necessary process.

2.18. The Landlord and/or Agent's responsibility is to provide support in the following ways:

a. Relinquishing Contractual Responsibilities; the landlord or agent should consider waiving the deceased student's contractual responsibilities, as outlined in any existing tenancy agreements.

i. Purpose: to avoid placing undue or unnecessary financial stress on jointly and severally liable co-tenants, guarantors, next of kin.

ii. Guidance: Landlord and/or agent will seek support from MSH on the individual circumstance of the tenancy/ tenants and the deceased tenant's next of kin in order to ensure that any future reletting of rooms is appropriately administered.

b. Refunding Deposit/Rent Monies; Initiating the process of refunding any deposit funds collected for the tenancy in question to the deceased student's next of kin is also part of their duty.

i. Purpose: to initiate the process of refunding any deposit funds or rent monies that were collected for the tenancy involving a deceased student. This provision ensures that the financial aspect of the tenancy is handled with sensitivity and respect for the student's next of kin. By requiring the landlord or agent to undertake the refund process. The aim is to alleviate the administrative burden on the grieving family and facilitate the return of any funds associated with the tenancy arrangement.

ii. Guidance: the Landlord and/or Agent's responsibility includes initiating a thoughtful refund process for any collected deposit funds or rent payments tied to the student's tenancy. This process begins by communicating with the deceased student's next of kin in a considerate and sensitive manner. The landlord should provide clear instructions about the necessary documentation, which may include proof of the student's passing, identification of the next of kin, and relevant account details for refunding. A reasonable and predefined timeline should be established for the completion of the refund procedure. Throughout the process, utmost attention should be given to maintaining the confidentiality and privacy of the deceased student's personal and financial information. Furthermore, the landlord should ensure compliance with any legal regulations pertaining to financial transactions and refunds.

c. Tenant Liaison and Support; Additionally, the landlord or agent will work closely with the current tenants in the property, endeavouring to alleviate any distress or discomfort they might be experiencing.

i. Purpose: To address any distress or discomfort the tenants may be facing. This provision highlights the importance of fostering a positive and supportive living environment, where the Landlord and/Agent actively seeks to understand and alleviate any issues affecting the tenants' well-being. By maintaining open communication and offering assistance, this should create a harmonious and tenant-centric living experience within the property.

- ii. Guidance: To actively engage with tenants through regular check-ins and prompt responses to address any distress or discomfort they may face. The Landlord and/or Agent commits to understanding Student Tenant needs, collaborating on solutions, maintaining professionalism, and ensuring confidentiality.

MSH will work closely with the Landlord and/ or Agent and facilitate support in areas such as communication with tenants and advertising the property, if required.

Section Three – Supporting Disabled Students in Housing

Landlords and/or Agents will ensure:

3.1. a. To uphold the Equality Act 2010 when supporting disabled students in housing.

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

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

It may be that Landlords and/or Agents will need to:

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

3.2. a. All disrepairs that prevent a student tenant with disabilities to live independently are dealt with in 24 hours.

i. Purpose of clause: To mitigate the additional negative impact of disrepairs to the student’s well-being.

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

3.3. a. To ensure that rooms adapted for use by students with disabilities are not priced at a higher rate than the standard bedroom rate.

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

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

Section Four – Accreditation Plus Standards

All Landlords and/or Agents who have registered under this Code are given the status of 'Accredited Landlords'.

MSH offers a higher level of accreditation called "Accreditation Plus", which a Landlord and/or Agent can apply for at any time.

4.1. Once an application is received, in addition to the criteria listed in Section One of this Code MSH will assess the application against the following additional criteria:

- a.** the Landlord and/or Agent has a clear and robust set of procedures in place for all aspects of their business, including but not limited to procedures involving: signups, deposits, repairs and maintenance, complaints and disputes, rent arrears, fire and floods;
- b.** the Landlord and/or Agent can demonstrate a commitment to continuous professional development through attendance at appropriate training events within the sector;
- c.** the Landlord and/or Agent can provide evidence of their participation in professional activities in the private rental sector either locally or nationally. Such participation would include but not be limited to active membership of professional associations and attendance of forums and events;
- d.** the Landlord and/or Agent does not charge a Retainer over the summer without providing access to the property; and
- e.** the Landlord and/or Agent commit to at least 10 hours of volunteering through the MSH volunteering programme; volunteering with students and community focused opportunities is preferred, however wider social responsibility elements of volunteering as agreed by MSH may be accepted.

4.2. Landlord and/or Agents should read the application guidance carefully, which is available on request.

4.3. Landlord and/or Agents awarded Accreditation Plus status will receive preferential advertising treatment on the MSH website. Subject to the Landlord and/or Agent re-registering and re-confirming their acceptance of this Code on an annual basis, accredited status may be reviewed on a year by year basis, subject to Code Enforcement (see Section Four).

4.4. Landlord and/or Agents must tell MSH immediately of any circumstances which may affect their accredited plus status.

Section Five – The International Friendly Standard

5.1. MSH offers a property standard uniquely geared towards International Students (that is those Students from outside of the European Union) ("The Internationally Friendly Standard").

5.2. Landlords and/or Agents can apply for this higher level of accreditation which will then allow for your property to be displayed on a searchable list of International Friendly Landlords and/or Agents and you will be able to use the International Friendly MSH icon on your own material in relation only to the property/ies for which the Landlord and/or Agent is accredited.

5.3. The standard will be promoted by MSH to International Students within those institutions which subscribe to the Scheme.

5.4. Once an application is received, MSH will assess the application against the following criteria. The Landlord and/or Agent will:

- a.** ensure that there is no requirement for guarantors to be UK based;
- b.** ensure that there is no requirement for full rent to be paid upfront for the term of the Lease, instead rent will be paid on either monthly, termly or bi-annually payment schedules;
- c.** ensure that clear and easy to understand information on any additional fees or charges that may be applied is provided to the Student Tenant/s ahead of the tenancy; and
- d.** provide orientation to the area and a welcome pack to include key information such as emergency contacts (and what to do in an emergency) local transport information, and safety information specific to international students.

5.5. To be eligible for the International Friendly Standard Landlords or Agents must complete an application form and sign the relevant declarations. An application form is available on request from MSH and on the website.

a. 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 Landlords and/or Agents the opportunity to rectify issues.

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

c. Landlords and/or Agents must provide an initial response to any communication from MSH regarding accreditation or enforcement issues within 7 working days from receipt of the communication. Verbal communication, whether via telephone or in person, shall be deemed received on the day it is communicated. Any communication via email shall be deemed received on the day the email is sent and any written communication sent in the post shall be deemed received on the second day after posting.

d. Landlords and/or Agents who fail to comply with requests from MSH concerning code enforcement as detailed below may be suspended from the Scheme until MSH receives a satisfactory reply. Should no response be forthcoming within 14 working days of communication from MSH (deemed delivery of such communication being calculated in accordance with section 6.5, MSH reserves the right to remove Landlords and/or Agents from the Scheme.

e. Landlords and/or Agents will be subject to the enforcement of provisions relating to tenancy management and Landlord practice, across the entire portfolio of properties they have registered at MSH.

f. Enforcement of property standards will only be applied to properties that have been registered with MSH by the Landlord and/or Agent.

g. All Landlords and managing agents will comply with The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc.) (England) Order 2014, and where applicable should register with a government approved redress scheme.

Section Six – Code Enforcement

6.1. Property Inspections

- a. MSH will aim to inspect all Landlords and/or Agents at least every three years, and also aim to inspect up to 10% of all accredited properties each year.
- b. The allocation of inspections will be 'risk based'; new Landlords and/or Agents, Landlords and/or Agents who have not been inspected in three years, or Landlords and/or Agents previously found to have been non-compliant in any area are more likely to have their properties inspected.
- c. Where a property is found to be non-compliant the Landlord and/or Agent will be informed and remedial action will need to be taken within a reasonable timeframe, which will be set following negotiations between MSH and the Landlord and/or Agent.
- d. Accreditation and the advertisement of all properties belonging to a Landlord and/or Agent may be suspended until remedial action has been taken.

6.2. Paperwork Inspections

- a. MSH will aim to inspect all legislative paperwork, written policies and procedures of Landlord and/or Agents at least every three years, with at least 10% of all accredited properties inspected each year.
- b. The allocation of inspections will be 'risk based'; new Landlords and/or Agents, Landlords and/or Agents who have not been inspected in three years, or Landlords previously found to have been non-compliant in any area are more likely to have their properties inspected.
- c. When Gas Safety Certificates, Electrical Safety Certificates/Periodic Inspection Reports and HMO Licences expire MSH must be provided with copies of the new documentation. If the documentation is not forthcoming within 7 working days of renewal, the advertisement of all properties belonging to the Landlord and/or Agent will automatically be withdrawn by MSH via the Student Pad portal.
- d. Accreditation and the advertisement of all properties belonging to a Landlord and/or Agent may be suspended until remedial action has been taken.

6.3. Management Inspections

- a. When conducting property inspections MSH will speak to Student Tenants and ask questions relating to the Landlord and/or Agent's management of the tenancy under this Code.
- b. Accreditation and the advertisement of all properties belonging to a Landlord and/or Agent may be suspended until remedial action has been taken.

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.

- 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

iii. 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 noncompliance in the future.

6.6. Enforcement Action

a. Any breach of the Code of Standards will be recorded against the Landlord and/or Agent within the accreditation scheme. Repeated non-compliance will be treated seriously and may result in suspension and/or removal from the scheme.

b. A breach of the Code will result in one or more of the following outcomes:

i. no further action being taken:

- the breach will be recorded against the Landlord and/or Agent in the accreditation scheme. A record of non-compliance will result in greater scrutiny through inspections and may result in more serious enforcement action should complaints be received in the future;
- no further action may be taken if the established breach of this Code is minor and the Landlord and/or Agent is taking/has already taken steps to rectify the breach and any harm or damage arising from it; and
- the decision to take no further action may be dependent upon the following conditions:
 - o a probation period being imposed; and/or
 - o specific training being required; and/or
 - o specific remedial action being required.

ii. a warning to be issued to the Landlord and/or Agent where:

- the Landlord and/or Agent will be warned in writing in relation to the specific breach of this Code and that any further breaches, whether a continuation of the current problem or a new further breach, will result in a full review of their accredited status; and/or
- a warning to be issued where the Code breach is serious or when the breach is minor but the Landlord and/or Agent has a poor record with the Scheme and the Landlord and/or Agent has agreed to take steps to rectify the breach and any harm or damage arising from it; and/or
- conditions to be attached which will govern the continuation of the Landlord and/or Agent's accredited status such as:
 - o a probation period being imposed; and/or
 - o specific training being required; and/or
 - o specific remedial action being required.

iii. Accreditation Plus status may be downgraded or suspended permanently or for a specified period of time:

- if the Landlord and/or Agent holds accredited status under the Accreditation Plus scheme, this higher level of accreditation may be withdrawn or suspended;

- downgrading or suspension of Accreditation Plus may occur when the breach of the Code is serious, or the Landlord and/or Agent has a poor record within the accreditation scheme, or the breach means that the Landlord and/or Agent no longer fulfils Accreditation Plus criteria; and

- conditions may be attached which will govern the suspension and/or return to Accreditation Plus status such as:

- o a probation period being imposed; and/or

- o specific training being required; and/or

- o specific remedial action being required.

iv. revocation of accredited status under the Scheme permanently or for a specified period of time:

- the Landlord and/or Agent will no longer hold MSH accreditation, cannot claim to do so, and cannot access any services offered by MSH, including, but not limited to, property advertising. Any current advertising will end with immediate effect;

- revocation of accredited status may occur when the breach of the Code is serious; when the Landlord and/or Agent is unable or unwilling to rectify the breach; when the Landlord and/or Agent has a poor record within the accreditation scheme; when the conditions of an earlier warning have not been met, or when conditions imposed as part of an earlier warning have not been complied with; and

- If the revocation is for a specified period of time, conditions will be attached which will govern any future return to the accreditation scheme such as:

- o a probation period being imposed; and/or

- o specific training being required; and/or

- o specific remedial action being required.

v. revocation of accredited status under the Scheme, permanently or for a specified period of time, along with referral to the local authority, and notification to all stakeholders:

- the Landlord and/or Agent will no longer hold MSH accreditation, cannot claim to do so, and cannot access any services offered by MSH, including but not limited to property advertising. Any current advertising will end with immediate effect;

- revocation of accredited status and referral may occur when the breach of the Code is serious, when the Landlord and/or Agent is unable or unwilling to rectify the breach, when the Landlord and/or Agent has a poor record within the accreditation scheme, when the conditions of an earlier warning have not been met, or when conditions imposed as part of an earlier warning have not been complied with, and when it is in the interests of the local authority and a stakeholder or stakeholders to be informed;

- MSH will communicate the revocation of Landlord and/or Agent's accredited status and the reasons for such revocation to the local authority, the universities, student unions, Student Tenants and other Accredited Landlords and/or Agents as appropriate through the following means:

- o local authority: will be informed by email to the relevant officer or department when the breach of the Code also raises statutory obligations or powers which the local authority has jurisdiction over;

- o Students' Union: will be informed by email to the relevant executive officer;

- o Other Accredited Landlords and/or Agents: will be informed through the regular email updates from MSH, and website;
 - o Student Tenants living in the Landlord and/or Agent's properties: will be informed by email or in writing;
 - o Student body: will be informed by email to the student communications teams at the universities. Decisions will only be broadcast so widely when there is a significant risk to the welfare of Students or the reputation of MSH and/or the universities; and
 - o Information of the revocation of a landlord due to a breach of the Code of Standards or regulations will be publicised by MSH;
 - o The universities: will be informed by email to senior staff. Decisions will only be brought to the attention of the universities when there is a significant risk to the welfare of Students or the reputation of MSH and/or the universities.
- If the revocation is for a specified period of time conditions will be attached which will govern any future return to the accreditation scheme such as:
 - o a probation period being imposed; and/or
 - o specific training being required; and/or
 - o specific remedial action being required.
- vi.** Any and all enforcement action will be carried out at MSH's discretion and each case will be decided on the facts available to MSH at the time. The examples above are for guidance purposes only and should not be relied on.
- vii.** MSH reserves the right to not return monies for any adverts that have been suspended or revoked due to a code complaint investigation.
- viii.** MSH reserves the right to make any enforcement action public through any means.
- ix.** Further information is available in relation to Code Enforcement from MSH on request.

6.7. Appeal

- a.** Should the Student Tenant or the Landlord and/or Agent be dissatisfied with the outcome of a Code Complaint, they are entitled to request a review of the decision by a Code Tribunal.
- b.** The Code Tribunal will consist of the officers from the following departments: MSH ; MSH Consultation Committee; The Student's Unions of The University of Manchester and Manchester Metropolitan University; Manchester City Council; and a Landlord with no previous involvement in the case.
- c.** The nature and extent of the appeal will be at the discretion of the Chair of the Tribunal.
- d.** The Tribunal will normally conduct the appeal by way of a review of all of the documentation and representations. An oral hearing will not be held unless, in all the circumstances, the Chair of the Tribunal considers it necessary to do so.
- e.** Any request for a review should be sent within 30 days of the written notification of the outcome of the Manager of MSH's review of the decision.
- f.** A request for a review should be in writing, and should include all the representations that the Student Tenant or the Landlord and/or Agent wish to be considered by the Tribunal. Any supporting documentation should be submitted at the time of the request.

- g.** Upon receipt of the request, the Tribunal will be convened.
- h.** MSH will be provided with copies of the review request, representations and supporting documents and will be asked to provide a response.
- i.** The Tribunal will then consider the documentation and may ask specific questions or invite further representations from either party. All parties must respond to the Tribunal within the time frame specified in the request.
- j.** The Tribunal will inform both parties in writing of the outcome of the appeal. The Tribunal may recommend such action and impose such conditions as are reasonable and appropriate in all the circumstances.
- k.** The decision of the Tribunal is final.
- l.** The Tribunal may suspend or terminate an Appeal where:
 - i.** the appeal is received out of time;
 - ii.** MSH has made a reasonable offer to settle the complaint and the Student Tenant or Landlord and/or Agent has refused it. In these circumstances, the Tribunal may ask MSH to repeat the offer for a certain period of time;
 - iii.** the Student Tenant or Landlord and/or Agent has repeatedly failed to comply with time limits set by the Tribunal, or has unreasonably delayed in the conduct of the Appeal;
 - iv.** the Student Tenant or Landlord and/or Agent has acted aggressively, offensively, abusively, or unreasonably persistently, or has made unreasonable demands in the conduct of the Appeal;
 - v.** the Appeal has no real prospect of success;
 - vi.** the Student Tenant or Landlord and/or Agent can no longer be contacted; or
 - vii.** there are other good reasons for doing so.