

# PRIVATE RENTED SECTOR CODE OF PRACTICE



# Private rented sector code of practice

Published by the Royal Institution of Chartered Surveyors (RICS)  
Parliament Square  
London  
SW1P 3AD  
UK  
[www.rics.org](http://www.rics.org)

No responsibility for loss or damage caused to any person acting or refraining from action as a result of the material included in this publication can be accepted by the authors or RICS.

ISBN 978 1 78321 063 3

© Royal Institution of Chartered Surveyors (RICS) September 2014. Copyright in all or part of this publication rests with RICS. No part of this work may be reproduced or used in any form or by any means including graphic, electronic, or mechanical, including photocopying, recording, taping or web distribution, without the written permission of RICS or in line with the rules of an existing licence.



# Acknowledgments

## **Lead author:**

Christina Hirst

## **Working group:**

Mike Basquill

Andrew Bulmer

Michela Hancock

Tracey Hartley

Ruth Hayes

Geeta Nanda

Theresa Wallace

## **Industry group:**

Association of Residential Letting Agents

Association of Residential Managing Agents

British Property Federation

Chartered Institute of Housing

Institute of Residential Property Management

National Approved Letting Scheme

National Landlords Association

National Association of Estate Agents

Residential Landlords Association

Royal Institution of Chartered Surveyors

The UK Association of Letting Agents

Ombudsman Services: Property

Property Redress Scheme

The Property Ombudsman

Deposit Protection Service

My Deposits

Tenancy Deposit Scheme

With thanks to the Department for Communities and Local Government and those who contributed to the wider stakeholder consultation.



# Contents

<b>Acknowledgments</b> .....	<b>ii</b>
<b>Foreword</b> .....	<b>v</b>
<b>1 Introduction</b> .....	<b>1</b>
1.1 Scope.....	1
1.2 How to use this Code .....	1
<b>2 Lettings and management</b> .....	<b>3</b>
2.1 For landlords only: selecting an agent .....	3
2.2 For agents only: accepting instructions from a landlord.....	3
<b>3 Lettings</b> .....	<b>5</b>
3.1 Marketing and advertising .....	5
3.2 The Green Deal.....	5
3.3 Viewings .....	6
3.4 Agreeing the letting .....	6
3.5 References and checks .....	6
3.6 Inventory.....	6
3.7 Formal agreement.....	6
3.8 Tenancy deposits for assured shorthold tenancies .....	7
3.9 Company lets .....	7
<b>4 Property management</b> .....	<b>9</b>
4.1 General arrangements .....	9
4.2 Financial management.....	9
4.3 Tenancy management.....	10
<b>5 Terminating a tenancy</b> .....	<b>16</b>
5.1 Bringing a tenancy to an end .....	16
5.2 Once the property has been vacated .....	16
<b>6 Tenancy renewals and changes</b> .....	<b>17</b>
<b>7 Additional responsibilities for the management of multi-let buildings and common parts</b> .....	<b>18</b>
7.1 Health and safety.....	18
7.2 Disposal of waste and recycling .....	19
7.3 Staff management .....	19
7.4 Noise.....	19
7.5 Mixed tenure schemes.....	19

7.6 Disputes .....	19
7.7 Security .....	20
<b>Appendices .....</b>	<b>21</b>
Appendix A: Glossary of terms .....	21
Appendix B: Landlord’s checklist .....	25
Appendix C: Legislation referred to in this Code .....	26

## Foreword

We are committed to building a bigger and better private rented sector. The private rented sector provides valuable flexibility within the housing market, with increasing numbers of tenants choosing to rent as a matter of choice. We want to support it and see it grow.

A key part of this is our commitment to minimising excessive regulation of the sector, which would force up rents and reduce choice for tenants. We have put in place measures to create greater choice, professional services and higher quality properties for tenants. That is why we are financing the construction of up to 10,000 new homes specifically for private rent through our £1 billion Build to Rent Fund, while our Private Rented Sector Housing Debt Guarantee Scheme will support up to £3.5 billion of investment in private rented projects, plus a potential share of £3 billion held in reserve.

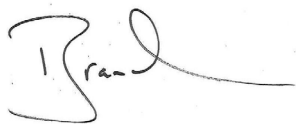
We know that the majority of tenants are satisfied with the performance of their landlords and that the majority of landlords and letting agents provide a good service. However, the small minority of rogues or criminals who exploit tenants drag the reputation of the sector down. We are cracking down on these landlords using a range of tools from legislation, funding and other support to local government.

It is important that tenants and landlords are able to choose letting agents who do operate to best practice. That's why, in October 2013, we asked the Royal Institution of Chartered Surveyors to work with other leading sector organisations to develop a Code of Practice.

I am delighted that the leading organisations representing landlords, letting agents and property managers have come together to create this comprehensive Code that may be used by anyone involved in the letting and management of private rented property.

Where this Code is particularly valuable is that it not only explains what is legally required, but provides a model for best practice. Members of any organisations which have signed up to this Code agree to abide by its contents, giving tenants assurance of a good service, driving up standards in the sector.

I am delighted, therefore, to introduce this Code of Practice. I truly believe it will lead to an even better and more professional private rented sector in England.



Brandon Lewis, Minister of State for Housing and Planning



# 1 Introduction

## 1.1 Scope

This Code is intended to promote best practice in the letting and management of *private rented sector* housing in England. The aim of the Code is to ensure:

- Good-quality homes for rent.
- Consistent and high standards of management.
- Choice for the *consumer*.

The Code is intended for use by landlords and lettings and management agents in the private rented sector (PRS).

Whether you are a landlord or an *agent*, if you are responsible for the letting and management of homes you have a minimum duty to achieve basic compliance required by law. However, landlords and agents should aspire to a standard above minimum legal requirements and in line with industry best practice as set out in this Code. If you are unsure of what you should do or what is required of you, seek professional advice. Ignorance or inexperience is not an acceptable defence for poor practice.

A useful checklist has been provided for inexperienced landlords at the back of this Code of Practice – see [Appendix B](#).

## 1.2 How to use this Code

Terms shown in italics are defined in a [glossary](#) at the end of the Code.

**Landlords are responsible for ensuring that they comply with the law when letting and managing residential property. When a landlord engages an agent, the tasks and responsibilities of letting and managing property will be allocated between them. It is for the landlord and the agent to decide and to understand who is responsible for which tasks and responsibilities.**

**This Code uses the words ‘you’ and ‘responsible person’ to refer to whoever is responsible for a particular task or responsibility. Where items in the Code are aimed *only* at agents or landlords, this is indicated where required.**

In the Code:

- The word ‘*must*’ indicates a legal requirement.
- The word ‘*should*’ indicates best practice. Where you should do something and have not, you ought to be able to justify reasons for not doing it.

Where procedures are recommended for specific tasks, these are intended to represent ‘best practice’; that is, procedures that, in the opinion of the property management industry, meet a high standard of competence.

When an allegation of professional negligence or a breach of obligation is made against a responsible person, a court or tribunal is likely to take account of the contents of the Code in deciding whether or not you have acted with reasonable competence.

The principles on which this Code is based are:

- 1 To comply with all laws relating to the letting and management of residential private rented sector property.
- 2 To meet all other legal requirements and relevant codes of practice.
- 3 To let and manage properties in an honest, fair, transparent and professional manner.
- 4 To manage properties with due skill, care and diligence, and ensure that, where staff are employed, they have the skills and training needed to carry out their tasks.
- 5 To do their best to avoid conflicts of interest and, where they do arise, to deal with them openly, fairly and promptly.
- 6 You must not discriminate on the basis of age, gender, race, language, sexuality or any other factor that



might place an individual at a disadvantage.

- 7 To ensure that all communications and dealings with *clients* and tenants are fair, clear, timely and transparent.
- 8 To ensure that all relevant information is provided to clients and tenants, including publicising fees, prior to them committing to a *transactional decision*.
- 9 To ensure that all advertising and marketing material is accurate and not misleading.
- 10 To take steps to look after *client money* and to hold this separately from other funds.
- 11 To behave ethically and responsibly at all times.

The Code contains some principles aimed specifically at letting and management agents, as follows:

- To ensure that landlords and tenants are given details of complaints-handling procedures and the redress scheme to which the agent belongs.
- To ensure client money is covered by client money protection.



## 2 Lettings and management

### 2.1 For landlords only: selecting an agent

Landlords should only engage agents who:

- are members of an accredited body
- are members of an independent redress scheme
- protect client money by way of a *clients' money protection scheme*; and
- have appropriate insurance such as public liability and professional indemnity insurance.

### 2.2 For agents only: accepting instructions from a landlord

#### 2.2.1 Conflict of interest

Before confirming instructions, agents and contractors must check that they will not have any *conflict of interest*. If they do, they must declare it and get written permission from the landlord that they can continue to act.

If the landlord gives permission then, at the earliest practical opportunity, and definitely before negotiations begin, the agent or contractor must give details of the conflict of interest, *in writing*, to the prospective tenant.

#### 2.2.2 Giving correct advice

An agent must provide truthful, accurate and unbiased advice to a landlord.

Where an agent advises a landlord about a letting a realistic rental assessment must be made, reflecting current market conditions. It should be supported by comparable market evidence, if available.

#### 2.2.3 Consumer Protection from Unfair Trading Regulations 2008

When offering services to a landlord:

- An agent must comply with the:
  - *Consumer Protection from Unfair Trading Regulations 2008* (CPRs)
  - *Business Protection from Misleading Marketing Regulations 2008* (BPRs)
  - *Unfair Terms in Consumer Contracts Regulations 1999* (UTCCRs)
  - *Supply of Goods and Services Act 1982* (SGSA); and
  - *Unfair Contract Terms Act 1977* (UCTA).
- An agent must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision.
- An agent should refer to the Competition and Markets Authority's [Guidance for lettings professionals on consumer protection law](#) for further information and guidance on the regulations.

#### 2.2.4 Confirming identity

Agents should make every reasonable effort to confirm a landlord's identity before accepting instructions.

If the landlord operates as a business, the agent should identify and confirm who within the business has the authority to act on its behalf.

#### 2.2.5 Agreeing the scope of work

The agent should agree the scope of work and then issue terms of engagement, which should detail the duties the landlord expects the agent to perform.

### 2.2.6 Terms of engagement

Agents must give landlords written confirmation of their instructions to manage a property on their behalf. This must include details of:

- fees and expenses
- business terms
- the duration of their instructions; and
- the extent of the agent's financial authority to authorise expenditure such as essential repairs/maintenance.

The agent must give these details to the landlord before the landlord is committed or has any liability towards them. The landlord should be given sufficient time to read and understand the agreement before signing.

Terms of engagement must clearly state the scope of the work the agent will carry out and any additional responsibilities. The terms must be fair and must be written in plain and intelligible language.

The terms of engagement should state that a copy of the agent's complaints-handling procedure is available on request, together with details of the redress scheme to which the agent belongs.

If a landlord signs a contract:

- with the agent present at their home; or
- at another location away from the agent's premises; or
- by post or online; or
- without having met the agent

the landlord must be given a right to cancel that contract within 14 calendar days from the date of signing. If the landlord requires the contract to start before the end of this cancellation period the agent must obtain confirmation of this in writing.

Both parties should sign and date the terms of engagement. Any subsequent changes to terms of engagement must be confirmed in writing and signed by both parties.

### 2.2.7 Fees, charges and taxes

Agents must provide clear details of their fees and expenses which may become payable, in accordance with the [Advertising Standards Authority](#) and *Consumer Protection from Unfair Trading Regulations 2008* requirements. These should be published on their website and displayed prominently in all offices where customers enter.

If the agent does not know the exact amount at the time, they should give details of how it will be calculated. This should include any renewal commission and the method of calculation, making clear that this will only arise where the agent is instructed to renew the tenancy or the landlord has specifically agreed to the agent's entitlement.

Agents should state all fees inclusive of tax, a legal requirement where the landlord is not a business.

Agents must include any contractual right to interest on late payment in the terms of engagement. The terms of engagement should set out which party retains any interest accruing from client money held.

### 2.2.8 Using subagents

Agents who want to appoint a subagent must first obtain the landlord's authorisation. Appointing a subagent without authorisation may be considered a breach of duty unless it is contained within the agent's terms of engagement.

### 2.2.9 Commissioning other documentation

You must follow legislative requirements about documentation to be provided at the point of marketing, during the marketing process or on completion. This must include an Energy Performance Certificate (EPC) and, where gas is provided at the property, a current Gas Safety certificate.

## 3 Lettings

As described in [section 2.2.5](#), landlords who use an agent will have agreed the scope of work that the agent will provide. If the landlord has not instructed an agent to carry out the following tasks then the landlord is responsible.

### 3.1 Marketing and advertising

You must always act in good faith, with the standard of care and skill that is in accordance with honest market practice.

Before letting, you must obtain any consent needed – for example, joint owner, lender, insurance company, *superior landlord*, freeholder and local authority. You must also comply with the obligations and requirements of the various safety legislation, standards and regulations that apply to rented property.

If the owner of a leasehold property wishes to let, they must consider the terms of that property's lease to the immediate landlord and any covenants or other obligations that will need to be included in the tenancy agreement. You must draw these to the attention of potential tenants at the earliest appropriate opportunity.

You must not exert undue pressure on any potential tenant.

You must comply with the *Consumer Protection from Unfair Trading Regulations 2008*.

You should treat all tenants, prospective tenants, landlords and prospective landlords as consumers for the purposes of the regulations, unless they are clearly not, such as in the case of a limited company landlord or tenant.

You should refer to the Competition and Markets Authority's [Guidance for lettings professionals on consumer protection law](#) for further information and guidance.

You must take reasonable steps to ensure that all statements made about a property, whether oral, pictorial or written, are correct and are not misleading. The information must be provided in a clear and timely manner and must not omit or hide *material information*.

You must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision.

You must not engage in any of the 31 specific practices that the *Consumer Protection from Unfair Trading Regulations 2008* ban outright (see [Regulation 3 and Schedule 1 of the Regulations](#)).

Advertisements must comply with the Committees of Advertising Practice (CAP)'s [UK Code of non-broadcast advertising, sales promotion and direct marketing](#).

You must ensure that the property particulars and any advertisements include the alphabetical [Standard Assessment Procedure \(SAP\)](#) rating from the EPC.

You should explain all the possible tenancy options to the prospective landlord and tenant, including any potential for longer term lets. You should also explain that longer agreements may include rent review clauses to allow for changes in rent during longer fixed-term tenancies. If the agreement is for a fixed term of three years or more, the agreement must be executed as a deed. If you know that the property is only available in the short term, you should advise prospective tenants of this at the earliest opportunity, preferably before viewing.

'To let' boards must comply with [planning requirements](#).

#### For agents only

If asked to let a leasehold property, the agent must ask the *leaseholder* for full details of all covenants or obligations that may apply to the tenant and which must be incorporated in any tenancy agreement.

### 3.2 The Green Deal

You must disclose the existence of a *Green Deal* charge to a potential tenant at the earliest appropriate

opportunity using the prescribed wording in the [Statutory Instrument](#). You must obtain confirmation in writing from the tenant that they understand they will be:

- liable to pay the Green Deal plan and instalments; and
- bound by the terms of the Green Deal Plan.

### 3.3 Viewings

You must advise tenants of all material information and ensure that there are no misleading omissions from the information provided. This includes responses to questions from potential tenants.

When arranging for a potential tenant to view an already tenanted property, you must ensure that the existing tenant is given appropriate and reasonable notice (24 hours recommended) of the appointment and in accordance with any provisions within the tenancy agreement, unless other arrangements have been made with the agreement of the tenant.

When accompanying a potential tenant on a viewing, you should take appropriate steps to ensure the [personal safety](#) of all involved.

### 3.4 Agreeing the letting

You should ensure you understand the requirements of potential tenants and the flexibility on tenancy length offered by the *assured shorthold tenancy* to meet these requirements. Consideration should be given to the granting of longer tenancy agreements where this is appropriate for both parties.

You should provide tenants with a copy of [How to rent – the checklist for renting in England](#).

When negotiations are concluded, you should send written confirmation to the potential tenant setting out:

- the tenancy terms
- the costs that the tenant will be responsible for
- the deposit
- any holding deposit, clearly stating the basis of such a deposit and all associated terms and conditions
- the total sum required on signing
- any guarantor requirements, if applicable
- the methods of payment that could apply; and
- the procedure to follow when the tenant comes to sign the tenancy agreement.

### 3.5 References and checks

You must obtain the prospective tenant's consent before seeking a reference or carrying out a credit check.

You should take references that are in accordance with the individual circumstances of the tenant and should take care in validating their authenticity. You should keep a record of the steps you take to do this. You should ensure that you understand any additional requirements around obtaining a reference for a tenant in a selective licensing area.

You must make reasonable endeavours to check the lawful immigration status of any potential tenant or other persons living at the property where required to do so by law.

### 3.6 Inventory

Prior to the commencement of the tenancy, an appropriate inventory should be prepared. The principle items to be included in the inventory must be made clear to the potential tenant at the earliest convenient opportunity.

You can find further guidance about inventories in [A guide to best practice for inventory providers](#) published jointly by RICS, APIP, ARLA, Asset Skills and NAEA.

### 3.7 Formal agreement

The tenancy agreement should be written in plain, intelligible language. You must give a prospective tenant

enough time to read and understand the agreement before signing. You must give the tenant the opportunity to raise queries to clarify the rights and obligations of the tenancy agreement.

An appropriate payment method for the rent should be agreed with the tenant.

The tenancy agreement must be signed by the landlord or their representative. The counterpart tenancy agreement must be signed and dated by all of the tenants in order to come into effect. The tenant should be given the signed tenancy agreement. The landlord should retain the counterpart agreement.

Where letting to joint tenants, you should ensure that all tenants sign the tenancy agreement wherever possible. If this is not practical, someone else can sign on their behalf so long as they are duly authorised to do so and you have clear evidence of this authority.

Any guarantors must sign a written deed of guarantee that clearly states their obligations.

You should ensure the inventory is signed by or on behalf of the parties and dated.

You should provide the tenant with at least one complete set of keys that is recorded in the inventory.

You should consider identifying a lead tenant to whom key correspondence and enquiries are directed and who arranges rent payments. However, some legal documents need to be served on all tenants.

### 3.8 Tenancy deposits for assured shorthold tenancies

Tenancy deposits for assured shorthold tenancies must be protected in a Government-authorized scheme within the statutory timescale and otherwise in accordance with the [relevant scheme rules](#).

You should consider the amount of a deposit based on what is fair in relation to the potential liability the tenant has in relation to the property.

The tenancy agreement must make provision for the holding of any deposit, specifying:

- how the deposit is to be held; and
- who keeps any interest earned on it.

The tenancy agreement must also state why the deposit is being held and the circumstances in which it is to be released, in whole or in part.

The tenancy agreement should also state which tenancy deposit protection scheme the deposit is held under.

You must make *prescribed information* regarding the tenancy deposit protection scheme available to the tenant(s) within the statutory timescale of receiving the deposit. See [www.gov.uk](http://www.gov.uk) for further information. The tenant(s) must be given an opportunity to check and sign the prescribed information.

Where a deposit is held by an agent, this should be held as a 'stakeholder' on behalf of both parties. These matters should be made clear to the prospective tenant before the deposit is paid and the tenancy agreement is signed.

Where a deposit is held by an agent, deposit money must be dealt with in the same way as other client money (see [section 4.21](#)). The letting commission or other charges owed by the landlord to an agent must not be taken from the deposit.

The deposit must be released only in compliance with the terms under which it was originally held.

### 3.9 Company lets

Where residential properties are let to a company rather than an individual, the company is responsible for all of the tenant's obligations under the terms of the tenancy agreement in the same way an individual tenant would be. Company tenants are not treated as consumers under the relevant legislation. Agreements will not be an assured shorthold tenancy.

You should request sufficient details to legally identify the company, such as the company registration number and who may legally contract on behalf of the company.

You should be informed of the identity of the licensee of the tenant company. The tenancy agreement should allow the property to be occupied by the permitted occupier together with their family.

The tenancy agreement should include a clause making clear that money paid by the licensee towards the rent will be paid as an agent on behalf of the company and will not give the licensee rights as a company tenant.

## 4 Property management

### 4.1 General arrangements

You should always manage properties in a professional manner. If you are unsure what this entails then consider either undertaking accreditation or similar qualification yourself or using an accredited agent.

You should always manage properties in an open and transparent way, subject to maintaining confidentiality in respect of personal information.

You should advise tenants of your contact details for day-to-day tenancy management matters and should be available:

- to be contacted during normal working hours
- to meet tenants; and
- to inspect the property at reasonable times and intervals.

If requested, you should assist tenants in understanding their tenancy agreement or other terms of occupation by explanation or by referring them to [www.gov.uk](http://www.gov.uk) and to the [Citizen's Advice Bureau](#) for independent advice. You should not give advice about the tenant's legal rights, and should avoid a conflict of interest when giving any advice.

You should maintain appropriate records relating to the building and decide how long to keep them, taking account of periods of statutory limitation of action.

You should take steps to keep informed of developments in legislation affecting residential management to keep wholly within the law.

So far as it is reasonably practicable and consistent with statutory and contractual obligations, personal information must be kept confidential and must not be disclosed to other people without consent. It may be permissible to disclose information without consent in accordance with the advice of the Information Commissioner's Office (ICO). However, a privacy notice to the tenant may be required. You are required to register with ICO if you hold any personal data electronically (this would include holding a tenant's phone number in your own phone) or pass personal information to someone else, such as carrying out an immigration check with the Home Office. Almost all agents and landlords who do not use agents need to register with the ICO. Landlords who use agents for some or all of the letting and management process may need to register depending on personal information held and/or passed on. See [www.ico.org.uk](http://www.ico.org.uk).

You should be aware of the local private rented sector licensing requirements in the area of the premises. This includes additional licensing, selective licensing and mandatory *Houses in Multiple Occupation* (HMOs) licensing and planning consent requirements (see [Licensing of houses in multiple occupation in England: a guide for landlords and managers](#)).

You must ensure that the property and all equipment meet the requirements of the relevant regulations and licensing.

You must not cause or permit a dwelling to be overcrowded.

### 4.2 Financial management

#### 4.2.1 Client's money

Money held, deposits or rent collected for and on behalf of an applicant, tenant or ex-tenant, client or ex-client landlord is considered as client money.

You should keep adequate accounts and records to show all dealings with client money.

Client money should be held separately from landlord or agent money and you must be able to account immediately for all money held on behalf of a client or a tenant.

Clients' money should only be withdrawn from an account:

- where it is properly required for payment to, or on behalf of, the person entitled to it
- when meeting agreed costs
- for payment of any remuneration or reimbursement of expenses in carrying out services to which the landlord or agent is entitled, with the written agreement of the client
- in the exercise of any *lien* to which the landlord or agent is entitled
- for transfer to another client account; and
- when non-client money was used to open or maintain the account.

Otherwise, no deductions should be made from clients' money without that client's prior written permission. You should give sufficient notice prior to the deduction so they are able to object to it.

You should advise clients or tenants in writing that you are not liable to repay lost money through bank failure.

#### **4.2.1.1 For agents only: client's money**

You should keep adequate and up-to-date accounts and records to show that money has been paid into a dedicated client account and to explain all dealings with that money.

You should advise your client or tenant that the monies will be held in a designated client account and provide them with details of this account.

A client account should be in credit at all times. There must not be any borrowing from one client's fund to pay another client or those entitled to receive money from the latter's account.

The clients' money should be deposited into a [Financial Conduct Authority \(FCA\)](#)-authorised bank or building society.

Unless the client or tenant has agreed otherwise in writing you should credit interest earned on any client bank accounts to the appropriate client or tenant.

The letting commission or other charges due to the agent from the client must not be taken from a tenant's deposit. You must ensure at all times that the deposit is released only in compliance with the terms under which the deposit was originally held.

You should be a member of a clients' money protection scheme.

#### **4.2.2 Proceeds of crime**

You must report any suspicion that another person is engaged in money laundering or other related financial crime to the National Crime Agency (NCA) before proceeding with any transaction with that person.

#### **4.2.3 Taxes**

Landlords should ensure that HMRC is aware of rental income and deductions and that they pay the appropriate tax.

### **4.3 Tenancy management**

You must levy rents and other charges and manage the property in accordance with the law and the clauses of the relevant tenancy agreement.

You must include the landlord's name and address on any written rent demand. Until such information is provided, rent is deemed not to be lawfully due from the tenant. If that address is not in England or Wales then you must notify the tenant of an address in England and Wales to which notices may be served.

You must give the tenant the landlord's name and address within 21 days of any written request. If the landlord is a company and the tenant requests more information after receiving the name and address of the landlord, the name and address of the directors and the secretary of the company must also be given to the tenant within 21 days of that request.

You should communicate promptly with the tenant, and any client as appropriate, on any important issues



or obligations relating to the use and occupation of the property, including material breaches of the tenancy agreement that you become aware of.

You should respond promptly to reasonable written requests from tenants for and, where appropriate, consents required under the tenancy agreement should be granted promptly. Where applicable under the terms of the tenancy when an application is refused, reasons should be given. Unless authorised by the tenancy or lease or, in the case of certain transactions accepted by the courts (e.g. subletting), you should not charge the tenant for considering an application or granting permission.

#### **4.3.1 Actions following a new letting**

You should assist the tenant with the necessary information to ensure that the tenant registers as the customer for services from the commencement of the letting in accordance with their obligations under the tenancy agreement.

Where utilities are metered, meter readings should be taken and recorded. The local authority should be informed of the date the letting commences for council tax and utility companies should be similarly advised for water, sewerage, gas and electricity, as appropriate.

#### **4.3.2 Rent**

##### **4.3.2.1 Rent payments and review of rent**

Rent demands (if used) should be clear and easily understandable by tenants. Avoid using codes and abbreviations if possible; if you do use them, they should be clearly explained.

You must provide a rent book if the rent is paid weekly and ensure that any rent book is kept up to date. Where payment of rent is handed over in cash, a receipt should be given. In other cases, a receipt should be given if requested. An annual statement of rent payments received should be made available to tenants on request.

Where rent review clauses are included in the tenancy agreement you must follow those procedures for any review of rent.

##### **4.3.2.2 Local housing allowance and rent**

Where appropriate, you should co-operate with a tenant's claim for local housing allowance/housing benefit/ Universal Credit and supply any necessary information promptly to ensure that the claim can be processed as quickly as possible.

You should ensure the tenant is made aware before signing any agreement that they are committed to pay the rent, whether or not they are entitled to receive local housing allowance/housing benefit and that they will be required to make up any shortfall of local housing allowance/housing benefit.

##### **4.3.2.3 Arrears**

Where rents are not received when due, you should communicate promptly with the tenant. Where housing support is being paid directly to the tenant, for example local housing allowance (LHA) or as part of Universal Credit, and payments cease or are varied, you should inform the local housing authority or the Department for Work and Pensions as soon as possible. Where housing support is paid directly to you and payments cease or are varied, you should notify the tenant as soon as possible.

You should keep channels of communication open with your tenants and encourage tenants to let you know if they are under financial difficulties. You should maintain contact with tenants in cases where arrears continue to accumulate and recommend that they seek independent advice (e.g. from the Citizens Advice Bureau, the [Money Advice Service](#), or a legal adviser).

A tenant must not be evicted without a possession order and following due process. If tenants are facing eviction and are threatened with homelessness (especially if they are vulnerable or there are children living with them) you should suggest they contact their local authority housing team for support in accessing alternative accommodation.

### For agents only

If you are retained to collect rent, you should have a system in place to notify a client landlord promptly if rent becomes overdue. In the event of arrears, you must notify any rent warranty insurers promptly and ensure that the timescale for any rent warranty notification is met.

#### 4.3.3 Service charge

If administering a service charge, refer to the RICS *Service charge (residential) management code* for guidance, as this is outside the scope of this Code.

#### 4.3.4 Repairs and maintenance

You must take all reasonable measures to provide housing that is safe and without risks to health.

The duties of the parties should be stated in the tenancy agreement, as set out in relevant legislation.

You should be aware of repairing obligations imposed by statute and common law.

You must ensure a safe and healthy environment for the tenants and act upon demands for improvements by the local housing authority under the [Housing Health and Safety Rating System \(HHSRS\)](#).

You must be prudent in the selection of persons who are competent to perform repairs and maintenance on the property. You should take reasonable steps to ensure such contractors have:

- public liability insurance
- professional indemnity insurance, if appropriate
- relevant trade qualifications where required; and
- appropriate health and safety risk assessments and adopt safe systems of work.

You must also pass over any relevant health and safety information you hold to any contractor/designer, including regarding asbestos.

Matters of disrepair should be dealt with promptly and in a timely manner appropriate to their urgency, placing a priority on reducing any risk to people.

You should ensure tenants know how to report repair and maintenance issues and have an established procedure for dealing with urgent requests for repair work, particularly for out-of-office hours.

Tenants must never be evicted for simply requesting repairs to the property.

Landlords must keep the structure and exterior of the property in repair. If an agent is charged with this duty then, in the event that the agent is unable to carry out this duty for any reason, the duty must return to the landlord or otherwise provisions must be put in place for keeping the structure and exterior of the property in repair.

You must repair and keep in proper working order the installations for space heating and water heating, together with the installations for the supply of gas, water, electricity and drainage.

You must take reasonable care to maintain and repair paths, driveways and car parking areas so that they are safe to use. You must maintain and repair gutters, downpipes, drains and gullies.

You should ensure that tenants are [aware of their responsibility](#) to act in a *tenant-like manner* and to carry out minor repairs, such as replacing bulbs or clearing pipes or drains they have blocked.

When arranging repair and maintenance work on a let property, you must be aware that tenants are entitled to the quiet enjoyment of their homes and you must seek to minimise disruption.

You should consult tenants on the details and programme for carrying out such works, unless urgency or the tenancy agreement dictates otherwise. Works must be carried out to a reasonable minimum standard so that they do not need to be repeated within a short period of time relative to their nature and reasonable

expectations.

You should maintain accurate and complete records of all maintenance and insurance of the property and hold records safely for the required period of time.

#### **For agents only**

You should ensure that sufficient funds from the landlord are available prior to instructing a contractor. The method of payment should be agreed between all parties prior to works commencing.

You should disclose any commission you might receive from the contractor at the time that estimates are provided to the landlord.

#### **For landlords only**

If you use a managing agent, you should ensure that the agent is provided with sufficient funds to be able to commission agreed repairs/maintenance once an estimate has been accepted.

### **4.3.5 Health and safety and contractor management**

You should inspect the property at appropriate intervals to identify whether or not there are any hazards or repairs that require attention. You should maintain a record of the inspections and any action required and taken.

You should seek to reduce any unacceptable health and safety risks that are identified.

### **4.3.6 Services**

#### **4.3.6.1 Fire safety and testing**

You should have regard to the Local Government Association (LGA) LACORS [Housing – Fire safety](#) guidance. For larger buildings such as HMOs and buildings with common parts, you should have regard to the Department for Communities and Local Government (DCLG) document [Fire safety risk assessment: sleeping accommodation](#).

Where recommended in accordance with the above guidance, fire extinguishers and fire blankets should be provided and must comply with current British Standards. Where they are required they must be provided, including complying with HMO licence conditions.

Where required (any building where there are *common parts*) you must ensure that a fire risk assessment is carried out to identify and evaluate all fire risks to which anyone legally allowed on the premises could be exposed.

You must ensure that any furniture provided by the landlord complies with current regulations for fire safety.

All properties should be fitted with smoke detectors. Properties built after 1992 must be fitted with smoke detectors. Detectors must:

- comply with current British Standards
- be installed in accordance with the manufacturer's recommendations; and
- be kept in working order.

Tenants may be made responsible for replacing batteries by prior written agreement made at the start of the tenancy.

#### **4.3.6.2 Carbon monoxide alarms**

Carbon monoxide detectors should be provided in all properties where a gas or solid fuel appliance is present. Detectors must comply with current British Standards and be installed in accordance with the manufacturer's recommendations. The fitting of carbon monoxide detectors is mandatory when a new solid fuel burning appliance is installed.

#### 4.3.6.3 Electrical

You should ensure that a competent electrician undertakes a full-fixed wiring test within 10 years of installation for new properties/full installations and it is recommended every five years thereafter. For HMOs the test must be undertaken every five years or as recommended by an electrician.

On any change of tenancy, you should check the fixed wiring installation for defects that are visually obvious to a non-qualified layman, including checking leads and plugs (unless the plug is of the moulded type).

You should provide an appropriate electrical certificate to the tenant.

You must ensure that all alterations/repairs/improvements to the fixed electrical system comply with the latest edition of Part P of the Building Regulations and the latest Institution of Engineering and Technology (IET) Wiring Regulations.

A competent person should undertake a portable appliance test (PAT) of all moveable electrical items or equipment provided by the landlord; for example, kettles, fridges, etc. as recommended in the HSE publication [Maintaining portable electrical equipment in low-risk environments](#), or at more frequent periods recommended by a competent person or as a result of a risk assessment.

If you are informed of a fault that could compromise safety, this should be dealt with immediately.

#### 4.3.6.4 Gas

All gas appliances, flues, installation pipework etc. must be maintained in a safe condition in accordance with the *Gas Safety (Installation and Use) Regulations 1998*.

A gas safety check must be carried out every 12 months by a Gas Safe-registered engineer, and a record kept for two years. You must issue a copy of this safety check to each existing tenant within 28 days of the check being completed and to any new tenants before they move in.

You should ensure that new tenants understand how to turn off the gas supply in case of an emergency. If a fault is reported, this must be dealt with immediately.

#### 4.3.6.5 Solid fuel

You must ensure the safety of solid fuel heating installations and carry out appropriate routine maintenance. You should maintain a record of servicing and work carried out.

#### 4.3.7 Access

The tenancy agreement may stipulate the procedure for the routine inspection of the property by the landlord or agent. If this is not stated in the tenancy agreement, the property must be visited at normal times of the day, provided that reasonable written notice (at least 24 hours) has been given to the tenant.

If the tenant refuses access, you have no right to enter the property without a court order. To enter the property against the wishes of the tenant may be considered harassment.

The tenancy agreement should contain provision for entry in emergencies. In the event that you hold a spare key, entry should only be with the express consent of the tenant or in the case of a genuine emergency.

Forced entry should only be considered:

- if it is an emergency event such as a fire
- in the event of problems with gas, electrics or escape of water that pose real risk of injury or significant damage to the property or adjoining properties; or
- in the event that the tenant is unavailable or does not respond and you have genuine reason to believe the property has been abandoned.

#### 4.3.8 Harassment and unlawful eviction

Tenants are entitled to quiet and peaceable enjoyment of the property. You must not interfere with this right except with the tenants' agreement or in the event of an emergency. Locking the tenant out of the property,

cutting off services or otherwise interfering with the tenants' right to quiet and peaceable enjoyment is an offence.

#### **4.3.9 Insurance**

The insurance obligations of the parties should be set out in the tenancy agreement. The tenant should be made aware of their responsibilities and the scope and limitations in respect of any insurance held by the landlord in respect of the property.

Insurers should be notified of claims or potential claims at the earliest opportunity. Claim settlements should be treated as belonging to the persons suffering damage. Unless otherwise agreed, you should not deduct arrears or other payments due when passing them on to the claimant.

Any arrangements regarding payment of any excess should be clearly set out in the tenancy agreement.

Agents dealing with insurance issues should be mindful of the insurance regulations on regulated activities. See the Financial Conduct Authority (FCA) website ([www.fca.org.uk](http://www.fca.org.uk)) for further guidance. When a claim arises it should be processed promptly and appropriately. Agents may charge for this service, depending on the terms of engagement.

## 5 Terminating a tenancy

### 5.1 Bringing a tenancy to an end

On giving or receiving notice to bring a tenancy to an end, you should provide a tenant with general written guidance as to what steps need to be taken to prepare the property for the final checkout, handover of keys and other matters. You should draw the tenant's attention to any specific clauses or obligations within the tenancy agreement relating in particular to proposed deductions from the tenancy deposit but also, for example, to specified standards of cleaning etc.

If you serve a notice on a tenant to terminate a tenancy you must comply with the prescribed time limits. There should be a system in place to monitor the response from a tenant regarding the vacation of a property when notice has been served.

#### **For agents only**

You should inform a client landlord, promptly and in writing, of the receipt of a lawful notice from a tenant.

Where a tenant does not vacate a property on the due date, you should make reasonable efforts to ascertain the tenant's intentions as soon as practicable and before instigating possession proceedings through the courts.

#### **For agents only**

Where a tenant does not vacate a property on the due date, you should advise the client landlord promptly and co-operate fully and promptly with legal advisers acting for, or appointed on behalf of, client landlords.

Where appropriate, you must take steps to notify any legal protection or expenses insurer.

All keys and fobs relating to the tenanted property should be received or collected on the day the tenancy terminates.

### 5.2 Once the property has been vacated

The vacated property should be inspected within 24 hours of vacation, or on the next working day, to establish whether it has been returned to the landlord in the condition specified in the tenancy agreement. The tenant should be given a reasonable opportunity to attend the inventory checkout.

The local authority and utility companies should be notified of the change in, or discontinuance of, occupation.

In obtaining estimates for restoring the property and contents, all actions should be duly recorded. You must make proper allowance for fair wear and tear and no claim can be made for any deterioration which is fairly attributable to fair wear and tear. You should seek guidance from the relevant tenancy deposit scheme.

The tenant's deposit should not be refunded until the final inspection has taken place and you are satisfied that the deposit should be refunded. Deposit sums not in dispute should be refunded to the tenant within a reasonable time (in accordance with the scheme rules) from the end of the tenancy. Any balance remaining should be refunded within a reasonable time (in accordance with the scheme rules) after reaching agreement between the parties of what is to be refunded or after the decision of the tenancy deposit scheme adjudicator.

The grounds for any retention from the deposit must be provided to the former tenant in writing, if requested, and in compliance with tenancy deposit legislation and the requirements of the relevant tenancy deposit protection scheme.

You should refer disputes about the return of tenancy deposits to the relevant tenancy deposit protection scheme.

## 6 Tenancy renewals and changes

If necessary, you should seek legal advice in connection with company tenancies, as the legal requirements will differ from lettings to individuals.

You must be clear and transparent about all fees payable and potentially payable to you by a tenant in all and any circumstances prior to that tenant making a transactional decision to enter into a contractual relationship with you in the first place, i.e. before the tenancy is entered into.

### **For agents only**

Where a tenancy is to be renewed you should satisfy yourself that all the necessary consents including from lenders and superior landlords have been obtained.

You must be clear and transparent to the client about all fees payable and potentially payable on any tenancy renewal or change to a tenancy prior to that client making a transactional decision to enter into a contractual relationship with you in the first place.

Where the tenancy is to be renewed by contract, a procedure should be in place for consulting the landlord well in advance of serving statutory notices.

### **For landlords only**

Where a tenancy is to be renewed you should obtain all the necessary consents including from lenders, superior landlords.

## 7 Additional responsibilities for the management of multi-let buildings and common parts

### 7.1 Health and safety

**Note:** In sections 7.1.1–7.1.6 the terms ‘responsible person’ and ‘you’ do **not** refer to the person responsible for the maintenance and management of the building but are defined by the *Health and Safety at Work etc. Act 1974* as being the person responsible for all health and safety matters in regard to the building.

#### 7.1.1 Health and safety risk assessment and policy

Health and safety risk assessments and policies vary significantly in scope and proportionality depending on the building and individual circumstances. While legal responsibilities and liabilities are absolute, the required actions to ensure compliance should be proportionate to the individual circumstance.

A competent ‘responsible person’ as defined by the *Health and Safety at Work etc. Act 1974* must be appointed and that person must be clear as to their responsibilities and liabilities.

A health and safety risk assessment of any common parts must be carried out by a suitably competent person.

The risk assessment and the subsequent health and safety policy must be proportionate in scope to the property and circumstances. You must continually ensure the scope of the risk assessment has not changed; for example, if the building is let to individuals who are unusually vulnerable or have special needs. The health and safety policy must address lone worker safety.

All recommendations of the risk assessment and policy must be carried out, with appropriate records kept safely to demonstrate compliance.

You should put a monitoring process in place to ensure the requirements of the risk assessment and policy are being met at all times and that suitable training is provided to individuals to ensure and demonstrate that they are competent to carry out their duties to satisfy the requirements of the assessment.

The risk assessment and policy must be reviewed at the appropriate intervals as recommended by the risk assessment author.

You must put in place a system of contractor control to ensure that all hazards and requirements identified in the risk assessment and policy are drawn to the attention of any party that needs to know that information; for example, staff or contractors working at the building. You must instigate an appropriate system of ensuring contractor compliance with the building’s health and safety risk assessment and policy.

Where appropriate you must ensure that contractors carry out their own risk assessments and maintain their own health and safety policies.

#### 7.1.2 Risks specific to common area management

Risk assessments must be considered for:

- the operation of mixed use areas, including waste disposal and car parking
- car park and personnel gates, both in terms of operational safety and means of escape in the event of fire
- gym, pool, leisure and common rooms
- cycle parking or bike stands; and
- lifts including maintenance and operation in the event of fire.

#### 7.1.3 Asbestos

An asbestos risk assessment must be carried out to common parts. You should take reasonable measures to identify the presence and assess the risk of asbestos to let areas. If appropriate, depending on



circumstances such as the age and history of the building, an asbestos survey should be carried out with all recommendations adhered to. You must draw the attention of occupiers, contractors and others at potential risk to the presence of any asbestos and take all necessary measures to ensure the risk is managed safely.

#### **7.1.4 Fire safety**

You must carry out a fire risk assessment and implement all recommendations.

You must formulate and maintain a method of monitoring that all recommendations are continually adhered to, for example maintaining clear escape routes and signage. You must be vigilant to any change in on-site conditions that may require a re-assessment of risk, for example the loss of an assembly area.

#### **7.1.5 Water safety**

You should clearly understand the ownership and maintenance responsibilities of the water supply(ies) to the building. Where you are responsible for the maintenance of the supply, you must instigate a programme of maintenance in accordance with your health and safety risk assessment to ensure the supply is clean and fit for its intended purpose. A risk assessment for the control of legionella bacteria must be carried out and all recommendations should be adhered to.

#### **7.1.6 Crisis management**

You should develop an appropriate policy and procedure for dealing with emergencies and crisis management. In addition to procedures to follow in the event of an emergency, this should include:

- record keeping
- reporting lines
- insurers' details
- press and communication procedures; and
- counselling.

### **7.2 Disposal of waste and recycling**

You should provide adequate means of storage of waste so as to prevent a risk to health and hygiene.

You should, as required by the local authority or waste removal contractor, provide adequate means of separation of waste by type, including for recycling, and provide clear signage and guidance for tenants on the requirements for waste separation as appropriate.

### **7.3 Staff management**

You should notify tenants of any change in staff who are the tenants' main point of contact.

### **7.4 Noise**

You should seek to reduce disturbance to residents from noise; for example, noisy mechanical and electrical installations or hard surface floors in inappropriate locations.

You should ensure that the right to quiet and peaceable enjoyment of the accommodation is incorporated into the tenancy agreement and that the agreement imposes that obligation on tenants for the benefit of other residents.

### **7.5 Mixed tenure schemes**

Where properties include affordable or social housing alongside private housing, arrangements should be established with the registered provider (of the social housing) for exchange of information and your attendance at joint management meetings.

### **7.6 Disputes**

You should put in place policies and procedures for handling disputes and complaints of nuisance between

occupiers. These procedures should be made available, their existence made known and the response times for their various stages included. All parties should be dealt with fairly.

Disputes should be resolved by informal means where possible before turning to any formal provision in the tenancy agreement. Where not provided for in the tenancy agreement, *alternative dispute resolution methods* may be suggested, rather than litigation, as a means of settling particular disputes.

## **7.7 Security**

You should provide adequate security measures, procedures and systems to common parts and living spaces for the protection of residents, visitors and possessions.

You should make reasonable efforts by way of referencing and vetting procedures to ensure that staff and workers employed in a building are fit and proper persons appropriate to their role and level of responsibility and supervision.

You should provide appropriate means of holding mail and deliveries until collected by the tenant.

## Appendix A: Glossary of terms

This glossary gives definitions of key terms used in the Code.

<b>Agent</b>	A company or individual employed to let or manage residential property on behalf of a landlord.
<b>Alternative dispute resolution methods</b>	This can include mediation, conciliation and arbitration.
<b>Assured shorthold tenancy</b>	As defined by Chapter II of the <i>Housing Act 1988</i> (as amended).
<b>Average consumer</b>	<p>A consumer who is reasonably well informed and reasonably observant and circumspect, taking into account social, cultural and linguistic factors. It is someone who takes reasonable care of their own interests.</p> <p>This definition can change depending on the target of a particular business or of a marketing campaign. The average consumer will then relate to a member of that target group. A full definition can be found in regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations 2008</i>.</p>
<b>Client</b>	A person or organisation who has instructed you or your organisation to act on its behalf.
<b>Client's money</b>	Money held on behalf of client landlords and deposits or money held for and on behalf of tenants or potential tenants.
<b>Clients' money protection scheme</b>	A compensation scheme to protect client's money.
<b>Common parts</b>	Any part of a building containing the property and any land or premises which the tenant is entitled under the terms of the tenancy to use in common with the owners or occupiers of other dwellings.
<b>Company let</b>	When a company rather than an individual takes on a tenancy or a tenancy agreement as the 'tenant'. An employee of the company then occupies the premises as a licensee of the tenant.
<b>Conflict of interest</b>	Where an agent acts for clients who have competing interests or where an agent's personal interests conflict, or could potentially conflict, with those of the client or tenant.
<b>Consumer</b>	Anyone who is acting outside their trade, business or profession. This can include clients, potential clients, landlords, potential landlords, tenants, potential tenants and others identified within regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations 2008</i> .
<b>Green Deal</b>	A Government initiative to encourage the take-up of energy efficiency measures in existing properties by a loan repaid through the energy bill for a property.

<b>House in Multiple Occupation (HMOs)</b>	A property such as a shared house, bedsits or a hostel, where three or more unrelated individuals share any of the basic amenities (kitchen, bathroom or WC). It includes a block of converted flats not complying with the 1992 or later Building Regulations if more than one-third of flats are rented out. Larger HMOs are subject to mandatory licensing and others may be designated for additional HMO licensing.
<b>In writing or written</b>	Typed or handwritten text, email, fax or in Braille.
<b>Leaseholder</b>	A tenant of a long leasehold property.
<b>Letting agent</b>	A company or individual employed to let or manage residential property.
<b>Lien</b>	A right to keep possession of property belonging to another person until a debt owed by that person is discharged.
<b>Material information</b>	The information that the average consumer needs according to the context to take an informed transactional decision (as defined in section 6(3) of the <i>Consumer Protection from Unfair Trading Regulations 2008</i> ).
<b>Misleading omissions</b>	Omissions which cause the average consumer to make a different transactional decision.
<b>Must</b>	Required by law.
<b>Prescribed information</b>	This includes: <ul style="list-style-type: none"> <li>• the name of the deposit protection scheme</li> <li>• the address of the property</li> <li>• the amount of the deposit</li> <li>• a leaflet explaining the scheme</li> <li>• the scheme's procedures for payment and repayment</li> <li>• dispute procedures; and</li> <li>• dispute resolution facilities available.</li> </ul>
<b>Private rented sector</b> Definition from the <a href="#">English housing survey 2011–12</a> administered by DCLG	'Households are typically grouped into three broad categories known as tenures: owner occupiers, social renters and private renters. The tenure defines the conditions under which the home is occupied, whether it is owned or rented, and if rented, who the landlord is and on what financial and legal terms the let is agreed. <ul style="list-style-type: none"> <li>• <b>owner occupiers:</b> households in accommodation which they either own outright, are buying with a mortgage or are buying as part of a shared ownership scheme.</li> <li>• <b>social renters:</b> this category includes households renting from Local Authorities (including Arms Length Management Organisations (ALMOs) and Housing Action Trusts) and Housing Associations, Local Housing Companies, co-operatives and charitable trusts.</li> </ul>

	<p>A significant number of Housing Association tenants wrongly report that they are Local Authority tenants. The most common reason for this is that their home used to be owned by the Local Authority, and although ownership was transferred to a Housing Association, the tenant still reports that their landlord is the Local Authority. There are also some Local Authority tenants who wrongly report that they are Housing Association tenants. Data from the EHS for 2008-09 onwards incorporate a correction for the great majority of such cases in order to provide a reasonably accurate split of the social rented category.</p> <ul style="list-style-type: none"> <li>• <b>private renters:</b> this sector covers all other tenants including all whose accommodation is tied to their job. It also includes people living rent-free (for example, people living in a flat belonging to a relative).</li> </ul> <p>In places, the report differentiates between market and non-market renters:</p> <ul style="list-style-type: none"> <li>• <b>market renters:</b> households with assured or assured shorthold private tenancies. Under the 1988 Housing Act, all tenancies starting after the 14th January 1989 are Assured (including Assured Shorthold) unless they fall into one of the excluded categories, for example business lettings or lettings by resident landlords. Before March 1997, tenants had to be given a notice in writing to say that a tenancy was an Assured Shorthold. From March 1997, the rules changed and all new tenancies were Assured Shortholds unless the agreement specifically stated that they were not. Assured Shorthold lettings are for a fixed period of six months or more. The landlord can regain possession of the property six months after the beginning of the tenancy provided that two months notice is given. In the case of an assured letting the tenant has the right to remain in the property unless the landlord can prove grounds for repossession. The landlord does not have an automatic right to repossess the property when the tenancy comes to an end.</li> <li>• <b>non-market renters:</b> households with all other types of private rental tenancies including those with rent-free tenancies and tied accommodation (that is tied to employment).’</li> </ul> <p>Crown copyright material is reproduced under the Open Government Licence v2.0 for public sector information: <a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/2/">www.nationalarchives.gov.uk/doc/open-government-licence/version/2/</a></p>
<b>Residential property</b>	Property used as living accommodation.
<b>Responsible person</b>	Person with the responsibility for the letting or management of a residential property. This could be the landlord, managing agent or letting agent.
<b>Should</b>	Recommended best practice.
<b>Stakeholder</b> <i>(Definition from Tenancy deposit scheme for lettings agents and corporate landlords membership rules, TDS, 2012)</i>	‘Any person or body who holds the Deposit at any time from the moment it has been paid by the Tenant until its allocation has been agreed by the parties to the AST, determined by the ADR process, or ordered by the court.’

<b>Superior landlord</b>	An entity that owns the interest in the premises, which gives that entity the right to possession of the premises at the end of the landlord's lease. Sometimes called a head lessor or freeholder.
<b>Subagency</b>	Instruction of a separate or related firm to provide agency services to the landlord on behalf of the principle agent.
<b>Tenant</b>	A leaseholder on a short lease (usually assured shorthold or assured tenancy).
<b>Tenant-like manner</b>	<p>In <i>Warren v Keen</i> 1953, Lord Justice Denning said the tenant is under an obligation:</p> <p>'to use premises in a tenant-like manner [...] the tenant must take proper care of the place. He must, if he is going away for the winter, turn off the water and empty the boiler. He must clean the chimneys, when necessary, and also the windows. He must mend the electric light when it fuses. He must unstop the sink when it is blocked by his waste. In short, he must do the little jobs about the place which a reasonable tenant would do. In addition, he must, of course, not damage the house, wilfully or negligently; and he must see that his family and guests do not damage it; and if they do, he must repair it. But apart from such things, if the house falls into disrepair through fair wear and tear or lapse of time, or for any reason not caused by him, then the tenant is not liable to repair it.'</p> <p>Crown copyright material is reproduced under the Open Government Licence v2.0 for public sector information: <a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/version/2/">www.nationalarchives.gov.uk/doc/open-government-licence/version/2/</a></p>
<b>Transactional decision</b>	A decision by a consumer relating to a potential or actual transaction and the decision points relating to this. Examples include decisions to accept an offer, view a property or commission a survey (defined in regulation 2 of the <i>Consumer Protection from Unfair Trading Regulations</i> 2008).
<b>You</b>	The responsible person.

## Appendix B: Landlord's checklist

The following checklist is provided for inexperienced landlords to give a summary of some of the key aspects of this Code that they should follow. However, it is important that you read the whole Code to be familiar with all its suggested best practice and legal requirements.

- 1 Only use an agent that is accredited. This will provide valuable protections to you and your tenants (see [section 2.1](#)).
- 2 Be clear about all fees that tenants will have to pay you and your agents, and be proactive in making tenants aware of these in advance of them making a decision to take or renew a tenancy (see [section 2.2.6](#) and [section 2.2.7](#)).
- 3 You, or your agent, will have to provide tenants with various documents at different stages of letting the property. This must include an Energy Performance Certificate (EPC) and, where gas is provided at the property, a current Gas Safety Certificate (see [section 2.2.9](#)).
- 4 Make sure you advertise your property honestly and in accordance with the law. Do not mislead prospective tenants (see [section 3.1](#)).
- 5 Provide tenants with a clear written tenancy agreement, agree an inventory, and if you are taking a deposit make sure it is taken in accordance with the law and that relevant documents are served on time. (see [sections 3.6 to 3.8](#)).
- 6 Provide tenants with contact details, including a telephone number they can use in case of an emergency (see [section 4.1](#)).
- 7 Keep informed of developments in legislation affecting residential management so you keep wholly within the law (see [section 4.1](#)).
- 8 Be clear who is responsible for various bills and co-operate with your tenant to ensure they are only getting charged for their usage of the property (see [section 4.3.1](#)).
- 9 It is your responsibility to keep the property you rent out safe and in good repair. Be proactive in maintaining your property. You or your agent should let your tenant know how they can report repairs and should respond promptly and prioritise according to urgency (see [section 4.3.4](#)).
- 10 Houses in Multiple Occupation may require additional services/standards (see [section 4.3.6](#)).
- 11 You should provide working smoke and carbon monoxide alarms and test electrical wiring at least every 10 years. You must test the electrical wiring every five years for certain Houses in Multiple Occupation, You must arrange an annual gas safety check where gas is present (see [section 4.3.6](#)).
- 12 You cannot enter your tenant's home unless invited or with prior permission. You should give at least 24 hours' notice. Be specific in the tenancy agreement about what will happen in an emergency if you need access (see [section 4.3.7](#)).
- 13 Provide your tenant with clear instructions on what they should do at the end of a tenancy. Inspect the property within a day if possible. Make sure any deposit is released in accordance with the rules of the tenancy deposit scheme it is held under (see [sections 5.1 to 5.2](#)).
- 14 Monitor health and safety according to occupation. If one of your tenants is a vulnerable member of society, for example they are elderly or very young, it may mean you have to consider additional health and safety requirements (see [section 7.1](#)).
- 15 Provide tenants with a clear means of making complaints, including any dispute resolution schemes or mechanisms you are a member of. Ensure tenants are aware of the standards of behaviour they should follow and how they will be dealt with if they fail to meet such standards (see [section 7.6](#)).

## **Appendix C: Legislation referred to in this Code**

*Business Protection from Misleading Marketing Regulations 2008*

*Consumer Protection from Unfair Trading Regulations 2008*

*Gas Safety (Installation and Use) Regulations 1998*

*Health and Safety at Work etc. Act 1974*

*Housing Act 1988*

*Housing Act 2004*

*Supply of Goods and Services Act 1982*

*Unfair Contract Terms Act 1977*

*Unfair Terms in Consumer Contracts Regulations 1999*