

RLAAS Management Code of Practice for Landlords

It is a condition of membership of RLAAS that landlords must agree to comply with this Code of Practice.

General Rule

The landlord must conduct their business so as to comply with all relevant laws.

A Management Standards

1. Landlord Conduct

- 1.1 The landlord should conduct all tenancy-related matters and deal with tenants in a professional, fair, reasonable and diligent manner.
- 1.2 The landlord must not discriminate in their dealings with tenants or prospective tenants or treat them less favourably because of their colour, creed, ethnic or national origin, disability, age, sex, marital status, sexuality, politics or their responsibility for dependents.
- 1.3 The landlord must ensure that they hold or have applied for all necessary licences or registrations required by law in respect of the properties they control.
- 1.4 The landlord must comply with statutory notices served on them by local authorities.
- 1.5 The landlord should endeavour to always be contactable by tenants and respond to contacts in a reasonable period of time. If the landlord is unavailable tenants should be informed and provided with alternative contact arrangements.

2. Landlord Training and Development

- 2.1 The landlord must successfully complete an approved training course based on the ANUK/LGA Landlord Handbook and undertake at least 10 hours approved continuous professional development (CPD) activities annually as set out in the Guide to CPD.
- 2.2 Landlords are recommended to become a member of the RLA or another recognised Landlord Association to support their professional development, knowledge and skills.

3. Creating Tenancies

- 3.1 Prospective tenants should be given a copy of any contractual terms under which a property is offered.
- 3.2 All tenancies must be created and conducted in compliance with current legal requirements and a written tenancy agreement must be given to the tenant which includes rent terms, payment frequency, deposit amounts and period of tenancy / licence.
- 3.3 Where a deposit for damages is taken, the landlord should provide a detailed written inventory for the property supported by photographs which should be signed and agreed by both the tenant and landlord.
- 3.4 The landlord should provide tenants with their contact details including address, mobile and landline telephone numbers and email address.
- 3.5 The landlord should have a written complaints procedure which is given to tenants at the commencement of the tenancy, setting out how complaints should be made, how they will be dealt with and the timescales for doing so. The procedure should ensure that complaints are dealt with fairly, promptly and efficiently.
- 3.6 An Energy Performance Certificate (EPC) must be made available to prospective tenants and a copy given to the actual tenant before they sign the Tenancy Agreement.

4. Tenant References

- 4.1 The landlord should make reasonable enquiries of prospective tenants to satisfy themselves that they will not have a detrimental effect on the property, the community or on neighbours before letting the property. Landlords should take up references for the tenant if required to satisfy themselves of this.
- 4.2 The landlord should, if requested, provide a tenant with a reference for the purposes of securing a new tenancy unless they have good cause not to do so.

5. Deposit/Bond

- 5.1 Where the Tenancy is an Assured Shorthold Tenancy and a tenancy deposit is paid this deposit must be protected using one of the Statutory Tenancy Deposit schemes.
- 5.2 The landlord must comply with the rules of the relevant tenancy deposit scheme and provide written information to the tenant on how the deposit is protected.
- 5.3 The deposit should be returned promptly and in full minus any verified costs that are chargeable to the tenants deposit.

6. Guidance and Information for Tenants

At the commencement of the tenancy the landlord should:

- 6.1 Give instructions to the tenant on the safe and proper use of the premises and any equipment provided.
- 6.2 Inform tenants in writing that the landlord is an accredited member of RLAAS.

7. Repairs, Maintenance and Improvements

The landlord should:

- 7.1 Have a planned programme for required repairs and improvements and should ensure that they are carried out with due regard to the convenience of tenants.
- 7.2 Carry out emergency repairs and/or make a property safe as soon as practicable and normally within 24 hours of report of defect unless this is not practicable. Emergency repairs include those where a defect poses a significant risk of danger to the health, safety or security of a tenant or third party on the premises, or that affects the structure of a building adversely.
- 7.3 Carry out urgent repairs within 3 working days of the report of the defect unless this is not practicable.
- 7.4 Carry out all other repairs within 20 working days of the report of the defect unless this is not practicable.

8. Access

- 8.1 The landlord should give at least 24 hours written notice to tenants where access is required for any purpose including routine inspections or to show prospective tenants the property, detailing the date, time and purpose of the visit, except in emergency or where otherwise agreed.

9. Ending the Tenancy

- 9.1 The landlord must comply with all legal requirements when ending the tenancy.
- 9.2 The inventory should be checked, agreed and signed by the tenant and landlord at the end of the tenancy

C. Property Standards

10. State of Repair

- 10.1 The landlord must ensure that the property is in full compliance with the provisions of Section 11 of the Landlord and Tenant Act 1985. This means that the structure and exterior must be kept in repair together with the installations for the supply of gas, water and electricity and drainage. The installations for space heating and water heating must be kept in good repair and proper working order.
- 10.2 The elements, fabric and fixtures of the property must be kept in good repair.
- 10.3 The property must be structurally sound and stable.

11. Elimination of Unacceptable Hazards

- 11.1 The landlord must seek to reduce unacceptable health and safety risks at the property as assessed using the Housing Health and Safety Rating System (HHSRS) and Operating Guidance.
- 11.2 The landlord must ensure that their properties have no Category 1 hazards.
- 11.3 Where relevant, properties must comply with the requirements of any licensing scheme.

12. Reduction of Risk from Fire

- 12.1 Landlords should have regard to the LACoRS Housing - Fire Safety Guidance on fire safety provisions for certain types of existing housing.
- 12.2 Landlords should be familiar with their responsibilities under The Regulatory Reform (Fire Safety) Order as it applies to the common/shared parts of flats and bedsits whether or not they are licensable HMOs. The landlord must, as the responsible person, carry out a fire risk assessment and provide fire precautions.
- 12.3 All furniture and furnishings provided by the landlord must comply with the fire and flame retarding requirements specified in the Furniture and Furnishings (Fire Safety) Regulations 1988.

13. Provision of personal washing and cooking facilities

- 13.1 Each kitchen should have reasonably modern and hygienic facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen.
- 13.2 There should be provided an adequate number of suitably located, reasonably modern and hygienic toilets, baths and/or showers and wash hand basins, which are suitable for the number of occupants.
- 13.3 Suitable piped supplies of both hot and cold water should be provided to the kitchen, wash hand basins and bathroom amenities.

14. Gas Safety

- 14.1 All means of use and supply of mains gas and alterations and repairs to gas installations must be safe and comply with the current Gas Safety (Installations and Use) Regulations 1998. The landlord must ensure that the gas appliances and pipe-work are in a safe condition throughout the tenancy. Work must not be done to gas installations by anyone who is not Gas Safety registered.
- 14.2 All gas appliances and flues must be annually inspected and certified by an HSE approved installer (i.e. Gas Safety Registered).
- 14.3 Where gas is supplied to the property prospective tenants must be given a copy of the current Gas Safety Certificate before or at the time they move in. A new Gas Safety Certificate must be given to the tenant within 28 days of receipt.

15. Electrical Safety

- 15.1 The electrical wiring must be in a safe, operational condition. All electrical fixtures and fittings must be free from breakages, cracking or defect and be properly and securely fitted.
- 15.2 Electrical work must be carried out in accordance with the Building Regulations (Part P).
- 15.3 A check on the electrical installation should be carried out at least five yearly intervals by a competent electrician.
- 15.4 All electrical appliances provided by the landlord must be provided in a safe condition.

16. Excess Cold and Energy Efficiency

- 16.1 The landlord must work towards compliance with duties imposed on them by the Energy Act 2011, especially related to requests for energy efficiency improvements by tenants and in relation to low ratings in energy performance.
- 16.2 Structural thermal insulation should be provided to minimise heat loss. There should be a program to improve the energy efficiency of the building where practicable. This should include lagging of hot water pipes, improving loft and wall insulation to current Building Regulation requirements, or as close as is practicable and replacing inefficient boilers.
- 16.3 There should be an adequate heating system supplying all habitable rooms and spaces of the dwelling which is controllable by the tenants and has a timer.

17. Damp and Mould Growth

- 17.1 The property should be free from rising and penetrating damp and condensation.
- 17.2 Extractor fans should be fitted in kitchens and bathrooms to help remove moisture capable of providing adequate air changes per hour.
- 17.3 The property must be provided with adequate means of heating and ventilation which, when properly utilised, must avoid problems of condensation and associated mould growth.
- 17.4 Tenants should be provided with information about the proper use of heating and ventilation and practices to reduce the risk of damp and mould growth.

18. Falls

- 18.1 *Stairs* - The staircase should have a hand rail, suitable banisters and sufficient lighting throughout its length.
- 18.2 *Windows* - Safety glass or guarding should be provided where internal window cills are below 1100mm from the floor.
- 18.3 *Bathrooms etc.* - Bathrooms etc. should have a floor which is not excessively slippery when wet. Handrails can be provided to reduce the risk of falls in the bathroom.
- 18.4 *Floors, Paths, Yards etc.* - Tripping hazards should be identified and removed. All floors, paths, yards and other surfaces should be reasonably level.

19. Ventilation

- 19.1 The property must be provided with suitable ventilation. This generally should be an openable window of adequate size (1/20th floor area) within habitable rooms.

20. Lighting

- 20.1 Habitable rooms must be provided with adequate natural and artificial lighting. For natural lighting the window size should be at least 1/10th of the floor area. Artificial lighting at a suitable level is satisfactory as the only source within other rooms and areas. Switches for lighting must be suitably and conveniently located.

21. Security

- 21.1 The premises must be reasonably secure from entry by intruders. All external doors and windows accessible from the ground floor or adjoining surfaces should be provided with suitable locks.

22. Overcrowding and Internal Layout

- 22.1 There must be an adequate number of bedrooms for the people occupying the house, depending on room sizes, sex of occupants and relationship of occupants.

23. Visual and Community Amenity

- 23.1 The visual appearance of the property, including outbuildings, gardens, yards and boundaries must be maintained in a reasonable state.

24. Refuse Disposal Facilities

- 24.1 All properties must be provided with refuse disposal facilities sufficient for the number of occupants at the commencement of the tenancy and to comply with the recycling arrangements of the Local Authority.

D Complaints Procedure

- 25.1 The complaints procedure is an integral part of the Management Code of Practice which RLAAS members agree to comply with and abide by as a condition of membership. The procedure is intended to deal with all complaints quickly and fairly.
- 25.2 Where possible it is intended that complaints should be resolved informally to the satisfaction of both complainants and landlords without the need for disciplinary action. However to ensure the integrity of the Code of Practice provision is also made for dealing with complaints on a formal basis.
- 25.3 The complaints procedure will normally be initiated following the receipt of a complaint from a tenant however if RLAAS is made aware of potential breaches of the Code of Practice from other sources it may also initiate an investigation.
- 25.4 Landlords should provide tenants with a written complaints procedure as set out in clause 3.5 and deal with any complaints received quickly and fairly. In most cases this action is expected to result in an agreement on any remedial action. If however a complaint is not satisfactorily resolved through this process the tenant may submit a formal complaint to RLAAS.
- 25.5 A tenant must submit any formal complaint in the form provided by RLAAS on its website setting out their details, the circumstances of the complaint, the part(s) of the Code which have been breached and the actions taken by them to resolve the matter with the landlord. A formal complaint shall not normally be considered where a tenant has not advised the landlord of the complaint and given them a reasonable opportunity to respond.
- 25.6 RLAAS will appoint a case officer to administer and assess each formal complaint received. The initial assessment will normally be completed within 5 working days.

- 25.7 If the complaint is assessed as invalid or inappropriate for RLAAS to consider the case officer shall notify the complainant in writing setting out the reasons for the decision. Where appropriate the complainant may be advised of alternative courses of action including referring the matter to a local authority, seeking legal advice or seeking redress through another body such as in the case of tenant deposit disputes.
- 25.8 If the complaint is assessed as valid and represents a potential breach of the Code of Practice the case officer will notify the landlord of the details of the complaint and advise the complainant that the matter will be investigated. Both parties will be advised of a timescale to submit responses (normally 10 working days) and may be required to provide further information to aid the investigation.
- 25.9 On receipt of all responses the case officer will decide if the complaint represents a breach of the Management Code of Practice. If it does not then the landlord and complainant will be advised of the decision in writing and that no further action will be taken.
- 25.10 If it is decided that there has been a breach then the case officer will initially attempt to resolve the complaint informally via mediation with the parties whilst also seeking to ensure compliance with the Code of Practice.
- 25.11 If informal action is not successful or if the case officer deems the breach to warrant formal action or if a landlord fails to cooperate with an investigation a report shall be submitted to the Chief Executive of RLAAS who will consider the matter and decide what action to take. The resulting decision may include the following:
- No further action be taken
 - An apology be given to the complainant by the landlord
 - Recommending a more appropriate means of resolving a dispute including mediation or arbitration
 - A caution to the landlord against repeating the breach of the code
 - A recommendation that the landlord undertakes additional training and / or development
 - A recommendation that the landlord amend procedures and/or documentation to prevent a recurrence of the matter
 - To suspend a landlords membership of RLAAS pending a specified action or timescale
 - To cancel a landlords membership of RLAAS
- 25.12 The decision of the Chief Executive shall be notified to both parties to the complaint in writing together with details of the RLAAS appeals procedure.
- 25.13 Any appeal made in respect of a decision of the Chief Executive by either party must be submitted in writing within 10 working days of the decision. The appeal should set out in detail the grounds for appeal, including all matters that the appellant wants to be considered and an agreement to be bound by the appeal decision.

- 25.14 Appeals shall normally be considered within 15 working days by the Chairman of RLAAS Ltd based upon the presentation of written submissions only. The decision of the Chairman may uphold or vary the decision of the Chief Executive. The appeal decision shall be notified to the parties in writing and such decision shall be final and no further appeal may be entered into unless new information becomes available which has not previously been considered.
- 25.15 In the event that a complaint is also the subject of any legal proceedings including any tenancy deposit dispute the complaints procedure shall normally be suspended pending the outcome of those proceedings. When the outcome of legal proceedings is known this shall be taken into account in determining any action that RLAAS may take in dealing with a complaint.
- 25.16 The Chief Executive and Chairman of RLAAS Ltd may delegate their roles to another officer or Director of RLAAS in order to ensure the impartial and timely response to complaints.

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