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SHACS CODE OF STANDARDS

The purpose of the Code of Standards is to enable Owners and Tenants to agree a set of undertakings about how they wish to do business with one another.

The criteria in the Code of Standards have been chosen to reflect a balance of common sense obligations and responsibilities between owners and tenants and set standards which are achievable by owners and tenants without significant expenditure of time and money without prejudice to their respective legal rights.

Compliance with the code will ensure that:

- *Both owners and tenants enjoy the benefit of good standards of housing management and practice.*
- *Misunderstandings and disputes are reduced.*
- *Where problems do occur they are promptly resolved.*

Adoption of the Code of Standards by an owner is voluntary. Making a commitment to abide by the Code of Standards is a serious matter and a failure to meet such a commitment is a breach of faith. SHAC tests owners regularly for the purpose of ascertaining compliance with the Code of Standards and tenants can complain where they feel a breach has occurred. Information showing that owners are not complying with the Code Of Standards is in the public domain and will remain accessible for three years even if an owner leaves, or is removed from the Code Of Standards.

IMPORTANT NOTE: Licensed HMOs

In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of this Code of Standards, then compliance with the HMO licence condition will take precedence.

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EQUAL OPPORTUNITIES

Owners will ensure that:

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

MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Owners will ensure that:

1. All property details are reported accurately without misrepresentation to prospective tenants
2. All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants
3. Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms, during which time the property will not be re-marketed.
4. No monies for deposits or rent are demanded prior to the signing and exchange of any
5. letting agreement.
6. A full set of agreement/s are issued to the tenant/s at the grant of the tenancy (written in type size of not less than 8 point) containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this Code of Standards

Rent Liability

Owners will ensure that:

7. Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.
8. I will, when so requested, provide the tenant with a written statement of their tenancy account

Water Charges

Owners will ensure that:

9. 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 tenants to pay and that this division of responsibility is accurately reflected in the terms of the letting agreement.

Utility Charges

(Gas, Electricity, Telephone)

Owners will ensure that:

10. Where any service charges are levied by the owner, such services and charges are properly specified and detailed in the letting contract. Written receipts are issued, where requested by a

tenant or future tenant, for all monies demanded whether for rent, deposit, utility or service charges. Where transactions are undertaken in cash a written receipt will always be provided by the owner.

Identity and Address

Owners will ensure that:

11. The name and current registered address of the owner/agent is stated on the agreement together with the address and telephone numbers of any managing agent or person/s acting on behalf of the owner.

Anti Social Behaviour

Owners will ensure that:

12. Although landlords/agents have no legal responsibility for the behaviour of their tenants, they will use reasonable endeavours to tackle anti social behaviour and will take a measured response in the light of the circumstances, including ultimately Court proceedings. Separate guidance for landlords on dealing with such behaviour is available at www.birmingham.gov.uk.

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State of Repair

Owners will ensure that:

13. Where a property is undergoing refurbishment and the building programme is running late and where this may result in the property not being ready for occupancy, the landlord/agent shall inform the future tenants at the earliest possibility of this likelihood and its consequences for them. In the event that a property is not ready for occupation on the date that the tenancy begins then suitable alternative accommodation will be provided by the owner.
14. At the commencement of the tenancy or other date mutually agreed with the tenants all obligations on the part of the owner in regard to the repairs and property maintenance and improvements to the property have been fully discharged;
15. Any agreed pre-tenancy repairs or any intentions on the part of the owner to undertake improvements should be confirmed in writing.

PRIOR TO MOVING IN

16. I will provide tenants with a written statement of the terms of their occupancy (a tenancy agreement), together with a current inventory, a contact telephone number or other means of contacting the landlord or their agent in an emergency, and details of what conditions as attached to the deposit or bond.
17. Subject to statutes, I shall hold all relevant safety certificates in respect of gas installation and appliances in the accommodation provided for letting which are my responsibility, and copies of these will be provided to the tenant and the SHAC. Where automatic fire detection or emergency lighting is a requirement, I shall ensure that installations are properly serviced by a competent person in accordance with the relevant British Standards

DURING THE TENANCY

18. I will always act in a fair, honest and reasonable way in all my dealings with tenants and will respect their rights to peaceful and quiet enjoyment of the property
19. I will, emergencies excepted, give the tenant reasonable notice (at least 24 hours and in writing, stating reasons) when access to the property is required by the landlord, contractor or agent
20. I will not cause harassment to a tenant or instruct or undertake any action that
21. involves the tenant being illegally evicted or harassed;

HMO Licensing

Owners will ensure that:

22. They have made application for an HMO licence for all of their licensable HMOs, and that those properties meet or will comply with licence conditions within agreed timescales, to ensure compliance with the national minimum standards, and also that all non-licensable properties meet with Birmingham City Council's advisory standards

Ensuring Possession

Owners will ensure that:

23. All statutory notices seeking possession are served on incumbent tenants in order to mitigate any delay and hardship caused to the owner and incoming tenants that may be caused where existing tenants refuse to give up possession at the end of their contractual tenancy.

Breach of Tenancy

24. Before proceedings are commenced, I will notify the tenant in writing of any breach of the tenancy agreement that is to be used as a basis for legal proceedings against the tenant

Promoting the Code of Standards

Owners will ensure that:

25. A copy of the Code of Standards is provided to all tenants

First refusal

Owners will ensure that:

26. (Subject to reasonable performance by tenants of their obligations under the terms of the preceding tenancy) the incumbent tenant/s are offered first refusal for any subsequent letting of property.

Access

Owners will ensure that:

27. Where access is required for routine inspection/s, the tenants receive notification of the date time and purpose of the visit not less than 24 hours in advance, save in circumstances where issuance of such notice is impractical and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.
28. Business is pursued by him/her in a professional, courteous and diligent manner at all times.

Repairs and Maintenance

29. I will acknowledge promptly all written communications received from the tenant and will respond appropriately to telephone or other verbal messages
30. I will take all reasonable steps to ensure all accommodation I provide will not fall below the current minimum legal standards for habitation. That is it is in a reasonable state of repair, has adequate fire safety and amenities and meets basic standards of management.

Owners will ensure:

31. All properties are maintained in a satisfactory state of repair and in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1984.
32. All disrepair or defects in the property for which I am responsible will be attended to promptly with minimum disturbance to the tenant.

33. Under normal circumstances the following repairs completion performance standards should be achieved:-

Priority One - Emergency Repairs: Any repairs required in order to avoid a danger to health, risk to the safety and security of residents or serious damage to buildings or residents' belongings. Within 24 hours of report of defect.

Priority Two - Urgent Repairs: Repairs to defects which materially affect the comfort or convenience of the residents. Within five working days of report of the defect.

Priority Three - Non Urgent day-to-day repairs: Reactive repairs not falling within the above categories. Within 28 days of report of defect.

34. Tenants are provided with a point of contact in case of emergencies

35. Planned Programmes of Repair/Improvement and Cyclical Repairs Programmes. Maintenance and servicing tasks which can be carried out in a planned and cyclical manner, such as gas appliance servicing, gutter and window cleaning, exterior and interior painting, are carried out with due regard to the convenience of occupants

36. Where a dispute occurs between the owner and tenant/s as to when a repair has been reported then the date on which the repair was reported to the owner in writing shall be the accepted date

37. Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs

38. That contractors and trades persons will remove all redundant components and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times

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Furniture and storage space

Owners will ensure:

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

Kitchen Facilities

Owners will ensure:

41. Kitchens should meet with Birmingham City Councils advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards

Toilet & Personal Washing Facilities

Owners will ensure:

42. Where amenities are shared an adequate number of suitably located baths and/or showers and wash hand basins are provided with constant hot and cold running water supplies and in a ratio of amenities to occupants that does not exceed 1:5
43. Where amenities are shared an adequate number of suitably located WC's are provided and in a ratio of amenities to occupants that does not exceed 1:5. Where a WC is located in a separate compartment then a wash hand basin with hot and cold running water should also be provided within the same compartment
44. Where one or more showers are provided, they will be fitted with a waterproof surround and a screen (which could be a curtain). From September 1st 2007, where a shower is provided a suitable electrically operated extractor fan shall be fitted in accordance with Building Regulations

HEALTH AND SAFETY

Housing Health and Safety Rating System

Owners will ensure that:

45. The property and boundary is maintained, as reasonably practicable, free of any avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System (see schedule attached to this Code). Particular attention should be paid to hazards such as excess cold, damp and mould, noise, falls on stairs or between levels, fire and entry by intruders.

Gas Appliances and Supply

Owners will ensure:

46. All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) Regulations

47. All gas appliances will be serviced annually by a Gas Safe registered engineer. Verification of the gas safety check will be provided to all new tenants at the start of the tenancy and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants within 28 days of that safety check being conducted.
48. All repairs to gas supply pipe work and appliances will be carried out by registered Gas Safe fitters.
49. Clear written instructions for the safe use of all central heating and hot water systems will be given.

Liquefied Gas/Paraffin Heaters and Appliances

Owners will ensure that:

50. No form of bottled gas or paraffin heaters will be provided by the owner as a heating Source

Electrical Installations and Appliances

Owners will ensure that:

51. All electrical installations provided by the owner are certified as safe by a professionally competent electrician in accordance with the current relevant Electrical Regulations. A document of verification shall be obtained every ten years showing the electrical wiring of properties is in a safe and satisfactory condition
52. All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations
53. All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with manufacturers' instructions
54. All electrical appliances provided by the owner are functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner
55. Appliances are regularly visually inspected for wear and tear and any defects remedied
56. Instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be given on request.

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Overcrowding

Owners will ensure that:

57. Properties are not knowingly overcrowded

Energy Efficiency

Owners will ensure that:

58. Central heating (or electrical heating) is provided. The central heating system should be adequate, controllable and programmable
59. An electrical panel heater in a building designed to comply with Part L of the Building Regulations 2002 as a minimum, is fitted with a on/off switch and 24 hour timer or a timed booster in a system that allows a pre set period of use will be satisfactory
60. All properties are provided with a minimum level of energy efficiency measures to include hot water tank and pipe lagging and adequate insulation to roof void areas where appropriate
61. Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations where applicable
62. Tenants are given advice, upon request, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided

Fire Detection and Alarm Systems

Owners will ensure that:

63. By 1st September 2007, all properties are provided with Automatic Fire Detection which meets with Birmingham City Council's current advisory Design Principles for Fire Safety Schemes for Rented Houses for properties of their type. The minimum requirements of which is the provision of a mains interlinked fire detection system throughout the common areas, which should include a heat detector in the kitchen
64. Each kitchen will be fitted with a fire blanket, situated a sufficient distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker
65. All exit routes within a property, such as hallways, landings and staircases, (so far as they are under the control of the owner and agent, as far as reasonably practical), will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire
66. Each kitchen shall be provided with quality assured, closely fitting half hour fire doors fitted with an effective overhead hydraulic self closer. Each kitchen door shall be fitted with intumescent strips and/or cold seal smoke seals

Security Measures

Owners will ensure that:

67. External doors are of solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened laminated glass. The door frames should be strong and well secured to the jambs
68. In HMOs with five or more tenants, the external doors should be fitted with a five lever mortise deadlock conforming to BS EN 12209 Security Grade 3 (minimum) and cylinder conforming to BS

EN 1303 Security Grade 3 (minimum), allowing escape from the building without use of a key, not later than January 1st 2008

69. In HMOs with three or four tenants, by January 1st 2009 all deadlocks on final exit doors should be operated by a thumb turn release fitted with a lock case conforming to BS EN 12209 Security Grade 3 (minimum) and cylinder conforming to BS EN 1303 Security Grade 3 (minimum)
70. Ground floor and upper storey windows accessible from ground levels are of sound and secure construction. Where key operated locks are fitted owners should ensure that tenants are provided with keys
71. Security grilles on exit doors should allow escape from the building without the use of a key conforming with the timescales relating to exit doors on properties as in
72. Security grilles on doors should be used responsibly and in consideration of fire safety, appearance and the need for their use at all
73. 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 removable (via a foot plate or other device) and this must be the case from 1st January 2008
74. Where burglar alarms are fitted they should be fitted with an automatic cut out device that prevents the alarm from ringing for more than 20 minutes. Equipment which has proved to be unreliable or ineffective should be replaced. The names, addresses and telephone numbers of at least 2 key alarm holders should be notified in writing to Birmingham City Council's Environmental Health Services.
75. Contractors and tenants should be supplied with the code numbers of alarms, especially when the property is un-tenanted or during vacation periods
76. Operating instructions are displayed on, or adjacent to the control equipment, and given to all persons who need to operate them
77. Hedges around external doors and windows are kept trimmed low wherever practical to avoid providing screening for burglars

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Hygiene

Owners will ensure that:

78. All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the occupants
79. All properties will be provided with an efficient and serviceable vacuum cleaner at the commencement of the tenancy
80. All floor coverings in kitchens, bathrooms and WC's are capable of being clean with suitable domestic disinfectant products

Communal Areas

Owners will ensure that:

81. 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;
82. By January 1st 2007, a handrail should be fitted on all staircases, internal and external, which consist of three or more steps

Lighting and Ventilation

Owners will ensure that:

83. All properties are provided with adequate lighting, particularly the communal areas, especially on internal staircases. Properties must also be sufficiently well ventilated

The Environment

Owners will ensure that:

84. All properties will be provided with refuse disposal facilities sufficient for the number of occupants as defined by Birmingham City Council Cleansing Department.
85. Owners will ensure that they inform their tenants of the need for proper refuse management and recycling. A separate leaflet for tenants is available on request
86. All boundary walls will be maintained stable and in good repair
87. 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.
88. Where a garden or paved area exists this shall be kept in good order and free of waste and litter, so far as is reasonably practicable. Owners, so far as is reasonably practicable, shall have a responsibility to enforce a requirement that their tenants keep the garden free of litter
89. Where a garden already exists this shall be retained as a soft planted area (this includes low maintenance gravelling with planting), although paths to the property may be added. Plants and shrubs shall be properly maintained and shall not be allowed to obstruct the pavements or other public areas surrounding the property
90. In respect of points 3 and 6 of The Environment, Neighbouring residents shall have access to and be eligible to use the complaints procedure under points 1 and 2 of At The End Of Tenancy Deposit section and the same conditions shall apply, as would to a tenant as outlined in point 1 of At The End Of Tenancy, Deposit section. A neighbour shall be defined as a resident within the same or adjacent street within 200 metres of the property

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AT THE END OF THE TENANCY

Deposits

Owners will ensure that:

91. Subject to any statute and/or separate agreements and unless I have good legal cause, I will return promptly at the end of the tenancy, any deposit paid by the tenant, which is held by me or on my behalf. If required, a written statement accounting for and explaining any deductions will be provided. The tenant will also be told of the steps they can take if they are not satisfied that the deductions are fair and reasonable
92. Deposits are administered efficiently and reasonably by the owner or nominee and are not withheld for any purpose other than for which they were levied
93. Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy
94. All deposits (or balances on deposits) be returned to former tenants within 6 weeks of the end of the tenancy or, if the tenancy commenced after the introduction of the Tenancy Deposit Protection Scheme, then in accordance with those requirements
95. Where monies from a deposit have been retained to set off owners reasonably incurred costs such balances that are remaining shall be returned within the time scales given in point 3 of Deposits section, together with a written statement of account providing reasonable details of any and all deductions to the former tenant

OTHER PROVISIONS

Management of Disputes

Owners will ensure that:

96. Where disputes between owners and tenants occur, reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems. Owners therefore undertake to:
 97. Respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants.
 98. Make written response to correspondence from tenants or their chosen representative within three weeks
 99. Ensure that all settlements and agreements reached are honoured within three weeks of being agreed
100. Maintain courteous professional relations with tenants during any dispute

Marketing Your Property

Owners will ensure that:

101. If they make use of 'To Let' boards when advertising their properties then they should comply fully with Birmingham City Councils 'To Let' board code in those areas where the code applies. This places restrictions on the size and positioning of such boards

COMPLAINTS

Owners will ensure that:

102. Within four weeks of receipt of any written complaint from a tenant or a local resident, their representative, will rectify any breach of this Code of Standards or, where such an allegation is contested, will enter into relevant correspondence with any tenants or their representative addressing the matters raised
103. Where such a breach is contested, or where rectification is not made, then the owner shall recognise the authority of a Tribunal, which s/he recognises under the Code to determine whether the Code, agreed by them, has been breached and to make recommendation/s to the owner in accordance with its views
104. In the event that such recommendations are not followed by the owner then the owner will be deemed in breach of the Code and this fact will be made public to prospective tenants
105. The tribunal will have the authority to exclude any owner from the Code for a period as determined

Notes for tenants:

The principle aim of the Code of Standards complaints procedure is to resolve complaints efficiently.

Before commencing the procedure, it is recommended that tenants attempt to resolve any problems by contacting their landlord or letting agent in the first instance. Completed complaint forms should be submitted only after all other lines of negotiation have been exhausted. This judgement will in the first instance be made by the Code of Standards Administrator, who is charged with operating the system. In the event of a dispute, this will be a matter for a ruling by the Chair of the Tribunal. If you are a parent or relative of a tenant you must attach written authority from the tenant concerned stating that you are authorised to make a complaint on their behalf

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STARRED PROPERTY STANDARD FOR CODE OF STANDARDS PROPERTIES

How to get a one 'star' rating

It is possible for shared student houses to be awarded a rating of between 1 and 5 stars. The purpose of this starred property standard is to differentiate between Code properties on the basis of the level of amenities that are provided - the greater the provision the higher the star rating will be.

A one 'star' rating will indicate the minimum amenity level that would be acceptable for a property to be part of the standard. Owners will be required to ensure that their properties meet the following conditions:

Energy Efficiency

Central Heating - From 1 September 2008, all heaters or radiators in rooms must be able to be individually thermostatically controlled.

Washing Facilities

A shower is provided in accordance with section 42.

Laundry Facilities

Plumbing and an appropriately sited electrical supply is provided to enable a washing machine or washer/dryer to be fitted. The washing machine must not be sited in an unused area (e.g. an unconverted cellar) or a bathroom.

Security

Properties must comply with SHACs essential security standards

- All the external doors (except HMO's) must have a five lever mortise lock
- All external doors should be of solid construction and where there is glazing in the external door this should consist of wired glass, a doubled glazed unit or be toughened laminated glass.
- Ground floor windows should have locks (with keys provided), apart from where this is prohibited by the fire officer

In addition to these standards, any property that is not an upper floor flat should be fitted with a burglar alarm.

Getting more than one star

One of the main aims of this star rating system is to encourage owners to enhance amenity levels.

Properties that exceed the conditions necessary for a one 'star' rating might be awarded an additional number of stars. The formula that calculates the Property standard awards a set number of points for a range of additional facilities, these include:

- Enhanced security measures
- Provision of living space
- Additional bathroom and laundry facilities
- Installation of telephone/TV points
- Access to a garden

Further details of the starred rating system are available on request.

All properties with a 'star' rating of between 1 and 5 are displayed on SHACs website, with the number of stars awarded clearly shown. The website also includes a quick search facility for starred properties.

The existing complaints procedure and Tribunal, as outlined in section 102, shall apply. Whilst a complaint is pending about the non-provision of an amenity that an owner declared as being present, SHAC reserves the right to suspend starred status from all properties previously granted starred status whilst an investigation is undertaken and a conclusion is reached.

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Housing Health and Safety Rating System

Schedule One - Housing Health and Safety Ratings System

The condition of all housing is now subject to Part 1 of the Housing Act 2004 and the evidence based risk assessment process of the Housing Health and Safety Rating System (HHSRS), on which local authorities must now base enforcement decisions. This applies to all types of residential premises, whether or not any amenities are shared.

Following a complaint, or for any other reason, a local authority may arrange to inspect premises to determine whether a category 1 or 2 hazard exists.

HHSRS assesses twenty-nine categories of housing hazard - Damp & mould growth; Excess cold; Excess heat; Asbestos (and MMF); Biocides; Carbon Monoxide and fuel combustion products; Lead; Radiation; Uncombusted fuel gas; Volatile Organic Compounds; Crowding and space; Entry by intruders; Lighting; Noise; Domestic hygiene, Sanitation and Drainage; Water supply; Falls associated with baths etc; Falling on level surfaces etc; Falling on stairs etc; Falls between levels; Electrical hazards; Fire; Flames, hot surfaces etc; Collision and entrapment; Explosions; Position and operability of amenities etc; Structural collapse and falling elements.

Technical assessment is a two-stage process, addressing first the likelihood of an occurrence and then the range of probable harm outcomes. These two factors are combined using a standard method to give a score in respect of each hazard. HHSRS does not provide a single score for the dwelling as a whole or, in the case of multiply occupied dwellings, for the building as a whole.

The scores from different hazards cannot be meaningfully aggregated. There is no strong evidential basis for aggregating hazard scores, and to attempt to do this would make far more difficult the assessment of likelihood and spread of harm of hazards. However, the presence of a number of individual category 2 hazards may be a factor in an authority's decision to take action.

Hazards are scored in bands, from band A, the most severe, to band J. The relationship between these bands and category 1 and category 2 is prescribed in Regulations made under the Act. Category 1 hazards are those rated in bands A-C. Category 2 hazards are those rated band D and lower. Category 1 hazards trigger a local authority's duty under section 5 to take the appropriate enforcement action. Category 2 hazards can be dealt with under the authority's discretionary powers, which are set out in section 7.

The 2004 Act gives local authorities powers to intervene where they consider housing conditions to be unacceptable, on the basis of the impact of health and safety hazards on the most vulnerable potential occupant. The 2004 Act puts authorities under a general duty to take appropriate action in relation to a category 1 hazard. Where they have a general duty to act, they must take the most appropriate of the following courses of action:

- Serve an improvement notice in accordance with section 11
- Make a prohibition order in accordance with section 20
- Serve a hazard awareness notice in accordance with section 28
- Take emergency remedial action under section 40 or make an emergency prohibition order under section 43
- Make a demolition order under section 265 of the Housing Act 1985 as amended
- Declare a clearance area by virtue of section 289 of the 1985 Act as amended.