UNIPOL CODE Homestay

UNIPOL CODE
2010 - 2011

Bradford College

The 2010 - 2011 Unipol Code for Owner Occupiers Providing Homestay Accommodation for Bradford College

The purpose of the Unipol Code 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 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 and without prejudice to their respective legal rights.

The Unipol Code does not require that the property complies with the Local Authority's minimum standards for Houses in Multiple Occupation. The Code does, however, complement and support those standards and provides a set of performance criteria in the area of housing management, maintenance and good practice. Compliance with this Code does not mean that a particular property complies with the Local Minimum Standards.

Compliance with the Unipol Code will ensure that:

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

Unipol will ensure that the fact that an owner has agreed to comply with the Code will be made explicit on property advertisements and the Code will be actively promoted amongst students searching for housing. The Code enjoys the support of the local authority, educational institutions and their respective students' unions.

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

unipol®
the home of student housing

EQUAL OPPORTUNITIES

Owners will ensure that:

1.00 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:

2.00 If advertising through the Unipol service all property and room details are reported accurately without misrepresentation to prospective occupants.

The Agreement

Owners will ensure that:

2.01 A License Agreement shall be made between the occupant and the owner making clear rights and responsibilities of both parties. This Agreement will provide details of any contractual period of occupancy and shall make clear a number of matters (referred to elsewhere in the Code) governing the occupants use of the facilities in the house, the kitchen, domestic appliances, heating systems and any garden.

2.02 If there are any House rules, these must be issued before signing the Agreement. House rules should be clear, unambiguous and non-discriminatory.

2.03 License Agreements are issued that make clear the rights and responsibilities of both parties.

Rent Liability

Owners will ensure that:

2.04 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the Agreement.

Utility Charges (Gas, Electricity, Telephone and any other charges)

Owners will ensure that:

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

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

State of Repair

Owners will ensure that:

2.07 At the commencement of the tenancy or other date mutually agreed with the occupants, 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.

DURING THE TENANCY

Access

Owners will ensure that:

3.00 Owners will respect the student's right to privacy and will not enter the student's bedroom, excepting in a genuine emergency, without permission. Members of the owners family will also not enter unless with the permission of the student.

3.01 Business is pursued by him/her in a professional, courteous and diligent manner at all times.

Repairs and Maintenance

Owners will ensure that:

3.02 Repairs are carried out punctually and effectively with consideration for the occupant's privacy.

Furniture and Storage Space

Owners will ensure that:

3.03 Study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains which are properly hung.

3.04 All furnishings and furniture are clean and in reasonable condition at the commencement of the agreement and comply, as appropriate, with the Furniture and Furnishings (Fire) (Safety) Regulations.

Kitchen Facilities

Owners will ensure that:

3.05 That occupants will have a clear understanding of their permitted use of any kitchen facilities, for example, use of the fridge/freezer, washer/drier. The occupant must be given some dedicated storage space for food, to include use of a reasonable part of any fridge/freezer and use of a cooker and for the preparation of food. The occupant will receive instruction on how to operate any domestic appliance that they

have access to, any such instruction shall be given on their first day of occupancy.

Toilet and Personal Washing Facilities

Owners will ensure that:

3.06 An adequate number of suitably located WCs, baths and/or showers and wash basins are provided with constant hot and cold water supplies as appropriate which are suitable for the number of occupants.

HEALTH AND SAFETY

Housing Health and Safety Rating System

Owners will ensure that:

4.00 The property is maintained as reasonably practicable, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Hazard Rating System (see schedule attached).

Gas Appliances and Supply

Owners will ensure that:

4.01 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.

4.02 All gas appliances will be serviced annually by a Gas Safe registered engineer. Verification of the gas safety check will be available to tenants on request and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants on request within 28 days of that safety check being conducted.

4.03 All repairs to gas supply pipe work and appliances will be carried out by registered Gas Safe engineer.

4.04 The occupant will receive instruction on how to operate any heating appliance/s or central heating system and such instruction shall be given on their first day of occupancy. The extent of control that the occupant has over adjusting heating that affects other parts of the house, will be made clear in the Agreement.

Liquefied Gas/ Paraffin Heaters and Appliances

4.05 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:

4.06 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.

4.07 All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations.

4.08 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.

Fire Detection and Alarm Systems

Owners will ensure that:

4.09 All properties will be fitted with a form of fire detection incorporating an audible alarm. The system will comprise as a minimum a mains powered smoke detector, with battery backup, on each level (to BS5446 but preferably interlinked to BS5839 LD3 Grade D).

4.10 Each kitchen will be fitted with a fire blanket manufactured to BS EN3: 1996. Occupants shall be instructed in the use (and resetting) of any detection equipment and fire equipment on their first day of occupancy in the property.

4.11 All exit routes within a property such as hallways, landings and staircases, so far as they are under the control of the owner/agent, as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire.

Security Measures

Owners will ensure that:

4.12 External doors are of a strong, solid, safe construction and fitted with a five lever mortice deadlock conforming to BS 3621. The door frames should be strong and well secured to the jambs.

4.13 Hedges around external doors and windows are best kept trimmed low (usually no higher than 1m) wherever practical to avoid providing screening for burglars. Plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property;

Hygiene

Owners will ensure that:

4.14 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.

4.15 The occupant shall have use of an efficient and serviceable vacuum cleaner at the commencement of the tenancy.

The Environment

4.16 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.

4.17 Where a garden or paved area exists this shall be kept in good order and free of waste and litter so far as is reasonably practicable. The occupant's use of any area of the garden shall be made clear in any Agreement.

AT THE END OF THE TENANCY

Deposits

Owners will ensure that:

5.00 Occupants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the agreement to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy.

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

OTHER PROVISIONS

Management of Disputes

Owners will ensure that:

6.00 Where disputes between owners and occupants occur reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems. Owners therefore undertake to:

6.01 Maintain courteous professional relations with occupants during any dispute.

COMPLAINTS

Owners undertake to:

7.00 Where a complaint under the Unipol Code is contested, 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. 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. The Tribunal will have the authority to exclude any owner from the Code for a period as determined or indefinitely.

Notes for Tenants

The principle aim of the Unipol Code complaints procedure is to resolve complaints efficiently. Before commencing the procedure, it is recommended that tenants attempt to resolve any problems by contacting the owner 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 Unipol Code 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.

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 themost 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

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Owner's Declaration

I (name) _____

Address _____

_____

_____

declare that my property meets the terms and conditions of the 2010 - 2011 (From 1 July 2010 to 30 June 2011) Unipol Code for Owner Occupiers Providing Homestay Accommodation for Bradford College. I further declare that my own conduct will be in line with that outlined in the Code.

I understand that information about my Unipol Code status is in the public domain and will be accessible to all those using Unipol Web system and will remain accessible up to three years regardless of my future membership of the Code.

Signed _____ Date _____

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