

UNIPOL CODE



For Shared Student Housing in
the Private Rented Sector in Leeds



2012 - 2015

The Leeds Unipol Code (2012-2015)

For Shared Student Housing in the Private Rented Sector in Leeds

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 Unipol 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.

Compliance with the Unipol 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

Unipol will ensure that the fact that an owner has agreed to comply with the Unipol Code will be made explicit on property advertisements, which will be given priority within Unipol's letting system and the Unipol Code will be actively promoted amongst students searching for housing. It is the policy of the educational establishments and their students' unions in Leeds to advise their students only to rent a property where the owner has signed the Unipol Code.

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

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 the Unipol Code, then compliance with the HMO licence condition will take precedence.

THIS CODE OPERATES FROM 1st SEPTEMBER 2012 TO 31ST AUGUST 2015

EQUALITY AND DIVERSITY

- 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 All property details are reported accurately without misrepresentation to prospective tenants;
- 2.01 If 'To Let' boards are used when advertising a property/ies, then they should comply with Leeds City Council's Code relating to these boards;
- 2.02 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants;
- 2.03 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;
- 2.04 No monies for deposits or rent are demanded prior to entering into either a written agreement to rent the property or the letting agreement;
- 2.05 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;
- 2.06 It may be useful for owners to make use of the relevant Unipol model tenancy agreement;
- 2.07 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;
- 2.08 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;
- 2.09 Where any service charges are levied by the owner, that such services and charges are properly specified and detailed in the letting contract. Where tenants are responsible for utility charges they must have reasonable access to any meters that record their utility usage;
- 2.10 Written receipts are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit (in accordance with the requirements of the relevant deposit protection scheme), utility or service charges. Where transactions are undertaken in cash a written receipt will always be provided by the owner;
- 2.11 The name and current registered address of the property, owner/ or the manager of the property is stated on the agreement, together with the address and telephone number/s of any managing agent or organisation stated. The name and current address of both the property owner and the manager of the property (where both are applicable) will be provided to Unipol on request;
- 2.12 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;
- 2.13 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, in the event that this is not covered by an agreement the landlord/agent shall inform the future tenants, in writing, at the earliest possibility of this likelihood and its consequences for them;
- 2.14 In the event that following the commencement of a tenancy a property or room/s is/ are not ready for occupation ("not ready" to be interpreted as where the property

Rent Liability

Water Charges

Utility Charges (Gas, Electricity and Telephone)

Identity and Address

State of Repair and Refurbishments

Marketing the Property as Part of the Unipol Code

- room/s cannot be used for their intended purpose) on the date that the tenancy begins, then suitable alternative accommodation will be provided by the owner if required by the tenant (in the event that this is not covered by an agreement) and no rent will be payable for the property room/s that are unusable during that period. Alternative accommodation provided within the same property is acceptable. A kitchen that is unusable would count as a 50% rent reduction on the property rent, as would a sole bathroom;
- 2.15 In the event that the tenant has agreed that the landlord can undertake works within an agreed timescale, where such works render part of the property or room/s unoccupiable during the tenancy this must be agreed in writing. In the absence of any such agreement, and a complaint being made by a tenant, this would be interpreted to mean that consent had not been given. In the event that there is a designated 'lead tenant' within the property and they had provided written consent, then this would mean all the tenants had given consent;
- 2.16 In marketing a property owners should use the phrase "Unipol Code" or "Unipol Code Owner" or "Member of the Unipol Code" to describe themselves, and "Unipol Code Property" or "Property meets the Unipol Code" to describe a property;
- 2.17 Owners may use the Unipol Code logo (either as a landlord/agent supplier or for the property/ies to which they relate) in promotional materials, and electronic versions of these logos can be supplied. It is not possible to use the Unipol logo, which is for Unipol's exclusive use only.

DURING THE TENANCY

Owners will ensure that:

HMO Licensing

- 3.00 Where HMO mandatory licensing applies (under Part II of the Housing Act 2004), they have a current HMO licence, or have made application for an HMO licence, and that those properties meet or will comply with license conditions within timescales specified on each licence.
All non-licensable properties should meet with the relevant Local Authority's Advisory Standards or should comply with any timescale agreed with the council. Full details of LCC's Advisory Standards are available from their website - www.leeds.gov.uk (type HMO into the search box) or landlords can phone **0113 2477594**;

Overcrowding

- 3.01 Properties are not knowingly overcrowded;

Ensuring Possession

- 3.02 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;

Informing Tenants of the Unipol Code

- 3.03 A copy of the Unipol Code will be made available to all tenants. This can be done through a link on the owners' website, by giving the tenant information about where the Unipol Code is on Unipol's website or a paper copy of the Unipol Code can be given to the tenant/s. Any web links must display the Unipol Code logo in a clear manner. Unipol will make available, free of charge to Code members: an A5 leaflet informing tenants where the Unipol Code is displayed on Unipol's website and copies of the full Unipol Code for each property;

First Refusal

- 3.04 Subject to reasonable performance by tenants of their obligations under the terms of their existing tenancy, the incumbent tenant/s are offered first refusal for any subsequent letting of the property;

Access

- 3.05 Where access is required for routine inspection/s, the tenants must be notified - within not less than 24 hours - of the date and purpose of the visit, as well as the possible time spans within which the visit will take place, except in the case of any emergency or if shorter prior permission has been given by the tenant/s, and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected;
- 3.06 Business is pursued by him/her in a professional, courteous and diligent manner at all times;
- 3.07 Landlords/agents are required to conduct a visit to their properties at least once every 3 months;

Repairs and Maintenance

- 3.08 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;
- 3.09 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

Planned Programmes of Repair/Improvement and Cyclical Repairs Programmes

Furniture and Storage Space

Kitchen Facilities

Toilet and Personal Washing Facilities

buildings or residents' belongings. Within 24 hours of report of the defect/s.

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/s.

Priority Three – Non Urgent day-to-day repairs: Reactive repairs not falling within the above categories. Within 28 days of report of the defect/s or by arrangements with the occupiers after that time. Decorative finishes to be made good within reasonable timescales if damaged or disturbed during repairs;

- 3.10 Tenants are provided with a point of contact in case of emergencies;
- 3.11 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, electrical inspections and related works, fire detection and equipment servicing, gutter and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants;
- 3.12 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;
- 3.13 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs;
- 3.14 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;
- 3.15 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains/blinds which are properly hung/fitted;
- 3.16 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 1988;
- 3.17 Kitchens should meet with the Local Authority's advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards. Full details can be found by visiting www.leeds.gov.uk;
- 3.18 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;
- 3.19 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;
- 3.20 Where there are up to four occupants sharing facilities, the WC may be located within the bathroom. Where five or more occupants are sharing, a WC must be located separate from the bathroom for every five occupants, however where a WC is located within an additional bathroom this will be satisfactory as a 'separate WC', provided that the bathroom is shared by no more than four people;

No. of Occupiers	No. of Separate WCs	No. of Bathrooms with WC
Up to 4	0	1
5	1	1
6	0	2
7	0	2
8	0	2
9	1	2
10	1	2
11	0	3
12	0	3
13	0	3
14	0	3
15	0	3

NB: The above are the minimum amenity standards required by Leeds City Council for HMOs

- 3.21 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;
- 3.22 Properties should meet this standard for sections 3.17, 3.18, 3.19 and 3.20 for all tenancies;
- 3.23 Where a shower/s is/are provided, they will be fitted with a waterproof surround and a

screen (which could be a curtain). 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

Gas Appliances and Supply

Liquefied Gas/ Paraffin Heaters and Appliances

Electrical Installations and Appliances

Fire Detection and Alarm Systems

Owners will ensure that:

- 4.00 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 the Unipol 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. Landlords who wish to conduct risk assessments on their own properties can download a guide from Leeds City Council's website www.leeds.gov.uk;
- 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 an engineer endorsed by Gas Safe Register. 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;
- 4.03 All repairs to gas supply pipe work and appliances will be carried out by a Gas Safe registered engineer;
- 4.04 Where a working gas fire is situated in a bedroom, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in that bedroom;
- 4.05 Clear written instructions for the safe use of all central heating and hot water systems will be given;
- 4.06 No form of bottled gas or paraffin heaters will be provided by the owner or tenants as a heating source;
- 4.07 All electrical installations provided by the owner are certified as safe by a professionally competent electrician, preferably one that is registered with NICEIC – A 'competent person' is a firm that has been approved by a government-approved scheme as sufficiently competent to self-certify that its work complies with the Building Regulations Part P (Design and Installation of Electrical Installations) and is designed, installed, inspected and tested to the standard required by BS7671 in accordance with the current relevant Electrical Regulations - A document of verification shall be obtained for a maximum of five years (or as stated on the current relevant paperwork, i.e. a shorter time period) showing the electrical wiring of properties is in a safe and satisfactory condition;
- 4.08 All improvements to electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations;
- 4.09 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;
- 4.10 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. Appliances are regularly visually inspected for wear and tear and any defects remedied;
- 4.11 Residual current device (RCD) protection should be provided to all consumer units;
- 4.12 An emergency light should be installed next to any consumer unit located in a cellar;
- 4.13 Instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be given on request. A series of leaflets from the Electrical Safety Council can be found at www.esc.org.uk/safety-in-thehome/safety-leaflets.html;

The following standards apply to shared properties according to the number of storeys and tenants – this information is supplied in grid format at the end of the document:

- 4.14 Single household and/or two unrelated persons (with up to 4 storeys) - 30 min fire door/s are required in the kitchen (with an effective overhead hydraulic self-closer and with intumescent strips and cold smoke seals); plus an LD3 Grade D AFD system, which means fitting smoke detection and sounders on every level of circulation space (including stairwells, basements, corridors and lobbies that form

- part of the escape route), as a minimum;
- 4.15 Shared HMOs (with up to 4 storeys and 4 tenants) - 30 min fire door/s are required in the kitchen (with an effective overhead hydraulic self-closer and with intumescent strips and cold smoke seals) and, by 1st October 2015, on the living room (with no need for a self-closer); plus an LD3+ Grade D AFD system, which means fitting smoke detection and sounders in living rooms, basements and on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route) and interlinked heat detection in the kitchen, as a minimum.

Shared HMOs (with 3 and 4 storeys and 5 or more tenants) - a 30 minute protected route of escape with all habitable rooms, living rooms and kitchens being provided with quality assured, closely fitting half hour fire doors (fitted with effective overhead hydraulic self-closers, intumescent strips and cold smoke seals on the kitchen fire door); plus an LD2 Grade D AFD system, which means fitting smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), all bedrooms, the lounge and in any basement, and interlinked heat detection in the kitchen, as a minimum. Properties should meet these standards by 1st October 2015. All basements/cellars should contain fire separation between the ground floor and the basement and, where occupied, should have an exit or escape windows or fire doors.

Shared HMOs (with 5 or 6 storeys) - as above in terms of a protected route of escape, but with self-closers, intumescent strips and cold smoke seals on all fire doors. All basement/cellars should contain fire separation between the ground floor and the basement and, where occupied, should have an exit or escape windows or fire doors. There should be also be emergency lighting, fire separation between ground floor and basement and across stairs, lobby to room entry doors and a secondary route of escape from the top two floors (but only in 6 storey properties). An LD2 Grade A AFD system, which means fitting smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), all bedrooms, the lounge and in any cellar, and interlinked heat detection in the kitchen, as a minimum. The detectors must be linked to a control panel and the system should incorporate manual call points located next to final exits and on landings;

- 4.16 Bedsit-Type HMOs (2 storey) - a 30 minute protected route of escape (with intumescent strips and cold smoke seals fitted to all fire doors) and all basements/cellars to contain fire separation between the ground floor and basement plus, where these are habitable, an exit door or escape window or fire doors; plus an LD2 Grade D mixed AFD system, which means fitting smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), all bedrooms, the lounge and in any basement, and heat detection in the kitchen, plus the provision of heat and smoke detectors to be provided in bedsit rooms which contain a cooker (these smoke detectors could be stand-alone).

Bedsit-Type HMOs (3 and 4 storey) - a 30 minute protected route of escape (with intumescent strips and cold smoke seals fitted to all fire doors) and all basements/cellars to contain fire separation between the ground floor and basement plus, where these are habitable, an exit door or escape window or fire doors; plus an LD2 Grade A mixed AFD system, which means fitting smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), all bedrooms, the lounge and in any cellar, and heat detection in the kitchen, as a minimum, plus the provision of heat and smoke detectors to be provided in bedsit rooms which contain a cooker (these smoke detectors could be stand-alone). The detectors must be linked to a control panel and the system should incorporate manual call points located next to final exits and on landings.

Bedsit-Type HMOs (5 and 6 storey) - as above in terms of both the protected route of escape and AFD system, plus emergency lighting, fire separation between ground floor and basement and across stairs, lobby to room entry doors and a secondary route of escape from the top two floors (only in 6 storey properties);

- 4.17 Buildings in Flats (2 storey) - each flat should have a 30 minute fire door, with overhead self-closers, intumescent strips and cold smoke seals; plus an LD2

Grade D mixed AFD system, which means fitting smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), all bedrooms, the lounge and in any cellar, and interlinked heat detection in the kitchen, plus the provision of heat and smoke detectors to be provided in bedsit rooms which contain a cooker.

Buildings in Flats (3 and 4 storey) - each flat should have a 30 minute fire door, with overhead self-closers, intumescent strips and cold smoke seals; plus an LD2 Grade A mixed AFD system, which means fitting smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), all bedrooms, the lounge and in any cellar, and interlinked heat detection in the kitchen, as a minimum, plus the provision of heat and smoke detectors to be provided in bedsit rooms which contain a cooker. The detectors must be linked to a control panel and the system should incorporate manual call points located next to final exits and on landings.

Buildings in Flats (5 and 6 storey) - the same as above but with the addition of emergency lighting and fire separation across stairs;

- 4.18 All properties are provided as a minimum with fire safety measures that meet with sections 4.14, 4.15, 4.16 and 4.17 above; for other property types not covered above, Leeds City Council's current advisory Fire Safety Principles for properties of their type (individually determined by LCC for properties not covered by those principles) will apply. The minimum requirement 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 (an enhanced LD3 Grade D AFD system);
- 4.19 Where there is a duty to carry out a fire risk assessment on common areas of a dwelling under the Regulatory Reform (Fire Safety) Order 2005 (known as the FSO), the landlord/agent will undertake such an assessment and a copy of that shall be made available to Unipol within 14 working days of such a request being made. Where a house is let as a shared house on a single tenancy, then there are no 'common parts', so a risk assessment is not required under the regulations. Further guidance is provided by LACoRS at www.lacors.gov.uk/lacors/ContentDetails.aspx?id=19843; the appendix to the guidance provides an example form for recording the findings of a fire risk assessment which landlords may find useful;
- 4.20 All HMOs with cellars should have some form of interlinked fire detection system fitted. In unoccupied cellars it is preferable for a smoke detector to be installed rather than a heat detector, as these react more quickly to the presence of a fire. A closely fitting FD30S (fire and smoke) door with an effective overhead hydraulic self-closer, and with intumescent strips and cold smoke seals, should be fitted at the top of the cellar stairs if the cellar opens on to the means of escape;
- 4.21 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;
- 4.22 All exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the owner/agent and 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;
- 4.23 The primary escape route should not pass through bedrooms, lounges or kitchens. If there is no alternative to this then escape windows should be fitted on ground floor, first floor and basement. In the case of back to back properties, reference should be made to Leeds City Council's requirements for these types of properties (the relevant standards are available from the Council's website - type Fire Safety Principles for Residential Accommodation into the search box);
- 4.24 Escape windows and doors should be capable of being opened from the inside of the property without the use of a key. This includes bedroom doors from the inside of the room;
- 4.25 Owners should undertake a risk assessment to determine whether emergency lighting should be installed on escape routes, but normally this will not be required. Emergency lighting would be required if the escape route is long and complex or where there is no effective borrowed light;
- 4.26 Owners should ensure that Fire Alarm Systems and equipment are properly checked and maintained by a competent person annually, as a minimum, in accordance with BS5839 Part 1 Section 6 (a 'competent person' is someone having specialist

Security Measures

- knowledge of servicing fire detection and fire alarm systems);
- 4.27 Where any period doors in a property are removed to fit fire doors, wherever possible these should be retained on the premises for use by a subsequent owner.
- 4.28 External doors are of solid core timber, metal framed UPVC construction or specialist security doors. All glazing in doors must be either wired or laminated glass (where this may cause historic decorative glasswork to be removed, advice can be sought from Unipol who will assess this requirement on a case by case basis);
- 4.29 The door frames should be strong and well secured to the jambs. If a door is replaced it is recommended that the full door set will be replaced too, ensuring that this meets with BS: PAS24-1 'doors of enhanced security' – as a minimum (advice can be sought from Unipol on a case by case basis);
- 4.30 Where the property contains three or more tenants, all external doors should be fitted with a mortise lock with internal thumb turn allowing keyless escape from the building, using either a five lever mortise lock conforming to BS 3621 or a euro cylinder lock. Where cylinder locks are used, these must conform to the Sold Secure Diamond Standard SS312 or TS007 ABS cylinder, as a minimum standard, by 2015. If a door set is replaced, the replacement should conform to BS PAS 24-1 2007 plus A2:2011 'Doors of Enhanced Security, with any incorporated laminated glazing certified to BS EN 356 2000 rating P2A;
- 4.31 All existing letter boxes located within 0.5 metres of any latch or thumb turn lock are fitted with a device on the inside to prevent thieves from putting their hands or gadgets through the letterbox and trying the latches from the inside. New door sets meeting BS: PAS24-1 are designed with acceptable letter box restriction;
- 4.32 Ground floor and upper storey windows accessible from ground level, or over a roof, are of sound and secure construction and if replaced should meet BS:7950 'windows of enhanced security', and locks should be fitted on ground floor and other accessible windows. Consideration should be given to using laminated glass (where appropriate). Where key operated locks are fitted owners should ensure that tenants are provided with keys. All escape windows/doors will allow escape from the building without the use of a key;
- 4.33 Security grilles are not necessary if good quality doors and windows are fitted, and their use is strongly discouraged. Any security grilles fitted to exit doors must allow escape from the building without the use of a key. Security grilles on ground floor windows should only be fitted internally and, where they form part of the protected route of escape from fire, must be easily removable. If security grilles are newly fitted it is recommended that they meet the LPS1175 SR1 standard;
- 4.34 Tenants are provided with crime prevention information on moving in. Information for landlords for their tenants is available from the Unipol Office. Landlords should advise tenants on the correct operation of all security measures provided and check from time to time that this advice is being conformed with;
- 4.35 It is recommended that a notice board is fixed solidly to a wall within a communal area of the property for the display of relevant security information;
- 4.36 Where burglar alarms are fitted, the alarm should be prevented from ringing for more than 20 minutes. Equipment which has proved to be unreliable or ineffective should be replaced. It is recommended that burglar alarms are fitted by NACOSS or SSAIB approved contractors;
- 4.37 Contact names and addresses of two key holders should be notified in writing to Leeds City Council's Environmental Health Services so that contact can be made in the event of a malfunctioning alarm. A mobile number is preferred. Landlords can register key holder details on-line by visiting www.leeds.gov.uk, then typing 'keyholder' into the search box;
- 4.38 Contractors and tenants should be supplied with the code numbers of alarms;
- 4.39 Door bells, where fitted, should be maintained regularly to ensure that they remain operational;
- 4.40 Hedges around external doors and windows are best kept trimmed low (usually not 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;
- 4.41 All drainpipes close to vulnerable upper floor windows should be painted with anti-climb paint above 2 metres;
- 4.42 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;
- 4.43 All properties will be provided with an efficient and serviceable vacuum cleaner at

Hygiene

Communal Areas

Lighting and Ventilation

- the commencement of the tenancy;
- 4.44 All floor coverings in kitchens, bathrooms and WC's are capable of being cleaned with suitable domestic disinfectant products;
- 4.45 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;
- 4.46 A handrail should be fitted on all staircases, internal and external, which consist of three or more steps;
- 4.47 All properties are provided with adequate lighting, particularly the communal areas and especially on internal staircases. Properties must also be sufficiently well ventilated.

THE ENVIRONMENT AND SUSTAINABILITY

Energy Performance Certificates (EPCs)

Electrical Appliances

Low Energy Lighting

Central Heating

Energy Efficiency

Owners will ensure that:

- 5.00 A copy of the relevant EPC, as specified under the Energy Performance of Buildings Directive, will be made available for prospective tenants to view.
- 5.01 When renewing electrical appliances, particularly white goods, only high energy efficient appliances (grade A and B) should be chosen as replacements. NB: Any new appliances from a reputable supplier will usually be grade A or B. Unwanted electrical appliances should be disposed of in an appropriate way using a licensed waste contractor. Guidance on this is available from the Environment Agency www.environment-agency.gov.uk and Business Link www.businesslink.gov.uk websites;
- 5.02 Wherever possible, low energy bulbs are either provided in properties or tenants are encouraged to supply their own low energy light bulbs in compatible fittings;
- 5.03 Central heating (or electrical heating) is provided. The central heating system should be adequate, controllable and programmable;
- 5.04 Any electrical panel heater in a building, designed to comply with Part L of the Building Regulations 2002 as a minimum, is fitted with an on/off switch and 24 hour timer, or a timed booster system that allows a pre-set period of use will be satisfactory;
- 5.05 Any new wet central heating system installed will include thermostatic radiator valves (TRVs) on all radiators (except one). Note: Although outside of the timescale of this Code, in a future code it is intended that TRVs will be fitted to all existing systems by 1st October 2013;
- 5.06 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;
- 5.07 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;
- 5.08 Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations, where applicable. Landlords are advised to concentrate on improving roof insulation (ideally 250mm depth if using conventional materials) and wall insulation with cavity wall insulation or internal insulation (dry lining). Replacing older boilers with condensing type boilers can also be effective. **Energy efficiency advice can be obtained by telephoning 0800 512012;**
- 5.09 Tenants are informed of the need for proper refuse management and about any available recycling scheme operating in their area. Tenants are provided with up-to-date information about the waste and recycling service provided by Leeds City Council in their area, including collection days, and details of the wastes that can be put in the recycling bin (where available). Information about the service is available from www.leeds.gov.uk;

COMMUNITY RELATIONS

Anti-Social Behaviour

Owners will ensure that:

- 6.00 In the event of any anti-social behaviour (defined as "behaviour likely to cause

Gardens and Yards

- alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator”) by tenants and/or visitors, landlords will use reasonable endeavours to intervene, with a view to ending that behaviour and ensure that the occupants are treating the property and its environs in a tenant-like manner. It is accepted that not all intervention will be successful and, in this case, assistance will be requested from a number of statutory and non- statutory agencies who may be able to intervene. Landlords will receive from Unipol a manual detailing the services and agencies available to them, including help from the educational establishments and Unipol in dealing with problem tenants. For more information, visit www.homeoffice.gov.uk/anti-socialbehaviour. Where students are studying at the University of Leeds and Leeds Metropolitan University, Leeds Trinity, Leeds College of Music and Leeds City College, use can be made of the Neighbourhood Helpline (a 24 hour dedicated voicemail and email service) that responds within 24 hours to those experiencing any problem living in the community (such as uncollected rubbish, neglected gardens, noisy neighbours, illegal parking and other environmental problems) on **0113 3431064** or email neighbourhood.helpline@leeds.ac.uk;
- 6.01 In respect of matters that can be regarded as anti-social behaviour, neighbouring residents and representative organisations shall have access to and be eligible to use the complaints procedure. A neighbour shall be defined as a resident living within 400 metres of the property;
- 6.02 All boundary walls and fences will be maintained stable and in good repair;
- 6.03 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;
- 6.04 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 landlord, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter and the garden area should not be used to store old or unwanted furniture or fittings for more than 28 working days prior to its removal;
- 6.05 Where a front garden already exists, it is not converted (in accordance with Local Authority recommendations and planning policies) into a hard standing area and, if possible, where a garden already exists this shall be retained as a soft planted area (this includes low maintenance gravelling with planting). Further information is available on http://www.unipol.org.uk/Leeds/Owners/Help_for_owners/Low_maintenance_gardens.asp;
- 6.06 Where a property has its own external bins, the house number and street initials of the property should be marked clearly on these. Where possible, wheelie bins should be located at the rear of the property and tenants should be informed of the need to return them to that location as soon as possible after they have been emptied. The guideline currently set out by Leeds City Council for this is that the bins should be put out by 7am on the day of collection. For more information visit www.leeds.gov.uk;
- 6.07 All properties are provided with adequate bins for both waste disposal and recycling (where this is available). If either type of bins is required these can be ordered by ringing the Leeds City Council environment contact centre on **0113 2224406**;
- 6.08 The landlord will co-operate fully with an annual garden check, to be undertaken by Unipol and/or its agents, as part of their obligations under this Code to ensure compliance with matters relating to the external environment of the property, its care, tidiness and adherence to security requirements. Landlords will receive at least two week’s notification of when the survey is to be conducted and will rectify any aspects of non-compliance that are identified to them within 10 working days of such notification;
- 6.09 Any alterations to the physical appearance of properties should be made in accordance with any existing Neighbourhood Design Statement. See www.leeds.gov.uk/Environment_and_planning/Planning/Planning_policy/Village_and_neighbourhood_design_statements.aspx for details of these.

AT THE END OF THE TENANCY

Deposits

Owners will ensure that:

- 7.00 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;
- 7.01 Where a landlord/agent has established an Assured Shorthold Tenancy, they must ensure that any deposit is held in accordance with the tenancy deposit scheme legislation, set out in the Housing Act 2004, and in accordance with regulations made both under the Act and by the relevant scheme operator. Where a landlord/agent wishes to change the protection scheme that they are using, they should inform the tenants concerned in writing before doing so;
- 7.02 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;
- 7.03 All deposits (or balances on deposits) will be returned to former tenants within 28 days of the end of the tenancy or, if the deposit is protected by the Tenancy Deposit Protection Scheme, then in accordance with those requirements. In the event that a deposit is not to be returned within 28 days then the tenant will be sent reasons for that delay, in writing, together with a statement of account providing reasonable details of any and all deductions to the former tenant/s.

OTHER PROVISIONS

Management of Disputes

Owners will ensure that:

- 8.00 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:
- 8.01 Respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants;
- 8.02 Make written response to correspondence from tenants or their chosen representative within three weeks;
- 8.03 Ensure that all settlements and agreements reached are honoured within three weeks of being agreed;
- 8.04 Maintain courteous professional relations with tenants during any dispute.

COMPLAINTS

Owners will ensure that:

- 9.00 Within four weeks of receipt of any written complaint from a former tenant (up to one year previously) tenant, a local resident or their representative, they will rectify any breach of the Unipol Code or, where such an allegation is contested, will enter into relevant correspondence with any tenant/s or their representative, addressing the matters raised;
- 9.01 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 Unipol Code, to determine whether the Unipol Code, agreed by them, has been breached and to make recommendation/s to the owner in accordance with its views;
- 9.02 In the event that such recommendations are not followed by the owner then the owner will be deemed in breach of the Unipol Code and this fact will be made public to prospective tenants;
- 9.03 The Tribunal will have the authority to exclude any owner from the Unipol Code for a period as determined.

Notes for Tenants

The principle aim of the Unipol Code's 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 lines of negotiation have

Starred Property Standard for Unipol Code Properties

been exhausted. This judgement will be in the first instance 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 representative of a tenant you must attach written authority from the tenant concerned stating that you are authorised to make a complaint on their behalf.

Complaints can be made following the procedure outlined at - [www.unipol.org.uk/Leeds/COS/Making a complaint](http://www.unipol.org.uk/Leeds/COS/Making_a_complaint)

It is possible for shared student houses that are accredited under the Unipol Code to be awarded a starred rating, which has been designed to assist students differentiate between such properties on the level of the amenities that they provide; the greater the provision the higher the rating.

Full details of this standard are available from the Unipol website - www.unipol.org.uk/Leeds/COS/Starred_system/

HOUSING HEALTH AND SAFETY RATING 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 and a conferred power to deal with category 2 hazards. Where they have a general duty or power to act, they must take the most appropriate of the following courses of action:

- 
- serve an improvement notice in accordance with section 11 and 12
 - make a prohibition order in accordance with section 20 and 21
 - serve a hazard awareness notice in accordance with section 28 and 29
 - 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.

APPENDIX 1 - UNIPOL (Leeds) CODE FIRE SAFETY GUIDANCE MATRIX (continued)

The guidance is applicable to properties of normal fire risk. See advice below on normal risk.

Back to Back properties are not included within this matrix as the fire safety requirements within them vary, depending on the type of occupation concerned. Owners of Back to Back properties should therefore seek advice from Leeds City Council as to the most appropriate measures to take with respect to fire safety requirements. Back to backs are defined as houses that “back directly onto one another at the party wall and have other houses either side. This means that there is only one exit from the house, and the escape route inevitably passes through a risk room”

GLOSSARY - **EW** – escape window **HD** – heat detector **SC** – self-closing device **Ded. Lighting** – dedicated (whole stair) lighting **AFD** – automatic fire detection system **GF** – ground floor **Man. alarm** – manual alarm with break glass points **Em. lighting** – emergency lighting (normally risk assessable) **LD2 grade A** - mains wired interlinked AFD in escape route & rooms off escape route which are linked to a control panel **LD2 grade D** – mains wired interlinked AFD in escape route & rooms off escape route **LD3 grade D** – mains wired interlinked AFD in escape route **LD3+ grade D** - mains wired interlinked AFD in escape route and living room and kitchen **FD30** – 30 minute fire door **FD30S** – 30 minute fire door with cold smoke seal **Mixed system** – heat detector and smoke detector provided in bedsit room containing cooker

Advice on the use of the fire safety matrix

The guidance provided in the matrix is applicable to properties of normal fire risk. The advice is not applicable to properties with characteristics that may give rise to abnormally high fire risk as a result of, for example:

- Exceptionally high number of occupiers for a particular property type;
- Long complex travel distance to evacuate the building;
- The presence of final exit and bedroom doors requiring the use of a key for opening;
- Unsafe layout e.g. kitchen immediately adjacent to an escape door;
- Rooms where the means of escape is through another high fire risk room, e.g. through a kitchen, living room, or bedroom
- Exceptionally large rooms;
- The presence of key operated security grilles fixed to escape windows and external doors;
- Disrepair, defects, deficiencies and obsolescence;
- Critical elements of structure with inadequate fire resisting qualities.

Emergency lighting

In properties of five or more storeys, emergency lighting must be installed. In properties of four storeys or less, emergency will need to be installed if the escape route is long and complex or there is no effective borrowed lighting.

Bedsit Accommodation

In bedsit rooms that contain a cooker, it is possible for landlords to install smoke detection which is stand-alone, as opposed to interlinked.

Unipol Code 2012-2015 For Shared Student Housing in Leeds

DECLARATION FOR 2012-2015

I/We (name): _____

Owner Registration No.: _____

Home Address: _____

Trading as: _____

Acknowledge and agree that:

I/we wish to join the Unipol Code ("the Code") from the date of this declaration until 31st August 2015, and that we agree to meet all the terms and conditions of the Code and abide by the regulatory mechanisms and complaints procedure as stated in the Code.

In consideration for being permitted to join the Code, I/we agree and undertake to pay the current Code fees. Payments made by cheque should be payable to Unipol Student Homes.

I/we agree and undertake to pay any applicable additional fees as follows:

a) In the case of Inspections, if issues are identified, a timetable for any works of procedures is agreed and then, dependent on the nature of the findings, a re-inspection may be required. During this short re-inspection, the Codes Administrator will check that the required work has been completed to the expected standard. If it is clear from the re-inspection visit that not all of the works have been completed, then a second re-inspection is required and a fee of £75 will be charged to the landlord/agent for that and each subsequent inspection needed.

b) Unipol will always give five working days' notice of a visit. If the visit is changed less than 2 working days before the visit then a fee of £50 will be charged. The same fee will be charged if the inspector is unable to enter the property at the appointed time. Inspectors are instructed to wait at the property for 15 minutes after the appointed time, after which the appointment is considered broken and the £50 fee will apply. These fees will be invoiced and must be paid within 30 days.

All of the above fees and payments are correct as at the date of this declaration but may be amended by the members of the Code during the time period when I/we are a member of the Code.

I/we wish to declare that our properties (as listed on the attached schedule) meet with the terms and conditions of the Code.

I/we accept that it is an important part of the Code to inform tenants of our membership and agree to place information about the Code on any website relating to our accommodation.

I/we accept that Unipol and its affiliated entities and its business partners may use your personal information for the purpose of administering the Code, providing services, administration, and training and may disclose information to its service providers and agents for these purposes. If your personal details change or if you have any queries about how we use your information, please let us know.

I/we acknowledge and agree that upon any failure to make payments or otherwise comply with the provisions of the Code then our membership may be terminated.

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

Signed: _____ Dated: _____

Name (please print): _____

Telephone contact number: _____

E-mail Address: _____