

The Unipol Nottingham Code (2014-2017)

The purpose of the Unipol Nottingham 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 Nottingham 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 Nottingham 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 Nottingham Code will be made explicit on property advertisements, which will be given priority within Unipol's letting system and the Unipol Nottingham Code will be actively promoted amongst students searching for housing. It is the policy of the two Universities and their students' unions in Nottingham to advise their students only to rent a property where the owner has signed the Unipol Nottingham Code.

Adoption of the Unipol Nottingham Code by an owner is voluntary. Making a commitment to abide by the Unipol Nottingham 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 Nottingham Code and tenants can complain where they feel a breach has occurred. Information showing that owners are not complying with the Unipol Nottingham Code is in the public domain and will remain accessible for three years even if the owners leaves, or is removed from the Unipol Nottingham 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 Nottingham Code, then compliance with the HMO licence condition will take precedence.

THIS CODE OPERATES FROM 1st AUGUST 2014 TO 31ST JULY 2017

Relationship Between This Unipol Code and the Nottingham Standard

The Nottingham Standard is an initiative which brings together the main accreditation schemes in Nottingham, of which Unipol is one. It is saying that by being in one of those schemes you are meeting a standard of accommodation which gives assurance to tenants and the Council about the quality of the home you are letting out. By becoming accredited with Unipol you are automatically entitled to carry the 'Nottingham Standard'.

The Nottingham Standard incorporates a register of accredited landlords for tenants to view. Therefore it is important that you tell Unipol if you do not wish to be included in the Nottingham Standard.

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

All property details are reported accurately without misrepresentation to prospective tenants;

2.01

If 'To Let' boards are used when advertising any properties located within Nottingham City Council's, designated areas restricting the use of such boards, then they should comply with the NCC Code relating to these. Where 'To Let' boards are used outside of the NCC Code areas, owners are advised to adopt the NCC guidelines when using 'To Let' 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;

2.04

No monies for deposits or rent are demanded prior to entering into either an Agreement to Rent the property or a 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

Rent Liability

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

Water Charges

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

Utility Charges (Gas, Electricity, Telephone)

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 tenancy 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

Identity and Address

The name and current address of the property owner or the manager of the property is stated on the agreement together with the address and telephone numbers of any managing agent or person 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

State of Repair and Refurbishments

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. The property should be handed over in a clean condition at the start of the tenancy, including the cooker;

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 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 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. 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 the works, within an agreed timescale rendering the property room/s unoccupiable during the tenancy, this must be agreed in writing and the absence of any such agreement, signed by both landlord and tenant would mean that consent had not been given;

2.16

Marketing the Property as a Part of the Unipol Nottingham Code

In marketing owners should use the phrase "Unipol Nottingham Code" or "Unipol Nottingham Code

Owner” or “Member of the Unipol Nottingham Code” to describe themselves, and “Unipol Nottingham Code Property” or “Property meets the Unipol Nottingham Code” to describe a property;

2.17

Owners may use the Unipol Nottingham 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:

3.00

HMO Licensing

Where HMO mandatory licensing or additional 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 licence conditions within the timescales specified on each licence.

All non-licensable properties should meet with the relevant Local Authority's Advisory Standards which are generally available on www.nottinghamcity.gov.uk, www.broxtowe.gov.uk and www.rushcliffe.gov.uk (type HMO into the search engine) or should comply within any timescale agreed with the Council;

3.01

Overcrowding

Owners will never knowingly overcrowd properties

3.02

Ensuring Possession

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.

3.03

Informing Tenants of the Unipol Nottingham Code

A copy of the Unipol Nottingham Code will be made available to all tenants. This can be done through a link on the owner's website, by giving the tenant information about where the Code is on Unipol's website or a paper copy of the Code can be given to the tenant/s. Any web links must display the Unipol Nottingham Code logo in a clear manner.

3.04

First Refusal

Subject to reasonable performance by tenants of their obligations under the terms of their existing tenancy the incumbent tenant/s or the Joint Tenancy are offered first refusal for any subsequent letting of the property.

3.05

Access

Where access is required for routine inspection/s, the tenants must receive notification of the date time and purpose of the visit not less than 24 hours in advance, except in the case of an emergency or if shorter prior permission has been given by the tenant, and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected;

3.06

Business is pursued by the owner/agent in a professional, courteous and diligent manner at all times.

3.07

Repairs and Maintenance

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.

3.08

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 or by arrangement with the occupiers after that time.

3.09

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

3.10

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, electrical inspections and related works, fire detection and equipment servicing, gutter clearing and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants;

3.11

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;

3.12

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

3.13

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

3.14

Furniture and Storage Space

All study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains/blinds which are properly hung/ fitted;

3.15

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 <http://www.legislation.gov.uk/uksi/1988/1324/contents/made>

3.16

Kitchen Facilities

Kitchens should meet with the relevant Local Authority's advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards. More information can be found by visiting www.nottinghamcity.gov.uk, www.broxtowe.gov.uk and www.rushcliffe.gov.uk

3.17

Toilet & Personal Washing Facilities

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

3.18

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.

3.19

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 it is satisfactory as a 'separate WC' provided that the bathroom is shared by no more than four people.

Occupiers	Shared WCs	Shared Baths or Showers	Wash hand basins
Up to 4	1	1	1
5	1	1	2
6	2	2	2
7	2	2	3
8	2	2	3
9	2	2	3
10	2	2	4
11	3	3	4
12	3	3	4
13	3	3	5
14	3	3	5
15	3	3	5

3.20

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.

3.21

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

Owners will ensure that:

4.00

Housing Health and Safety Rating System

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.

4.01

Gas Appliances and Supply

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 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 registered a Gas Safe registered engineer;

4.04

Clear written instructions for the safe use of all central heating and hot water systems will be made available.

4.05a

Liquefied Gas/Paraffin Heaters and Appliances

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

4.05b

Where a working gas fire is situated in a bedroom, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in that bedroom

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, 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 BS 7671] 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

4.07

All repairs and improvements in electrical wiring installations comply with the current Institute of Engineering and Technology (IET) IEE 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;

4.09

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;

4.10

Residual current device (RCD) protection should be provided to all consumer units;

4.11

Instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be made available on request.

4.12

Energy Efficiency

Central heating (or electrical heating) is provided. The central heating system should be adequate, controllable and programmable;

4.13

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 in a system that allows a preset period of use will be satisfactory;

4.14

Fire Detection and Alarm Systems

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. For further guidance and information about completing fire risk assessment forms, contact Unipol directly.

4.15

In addition, 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:

1-2 storeys with 2+ people
3 storeys with 2-4 people

- should be fitted with Automatic Fire Detection, with a minimum requirement of LD3 Grade D (detection and sounders on every level of circulation space including stairwells, corridors and lobbies) that form part of the escape route, and the lounge and interlinked heat detection in the kitchen;

Each kitchen shall be provided with quality assured, closely fitting half hour fire doors with an effective overhead hydraulic self-closer and with intumescent strips and cold smoke seals.

4.16

3 and 4 storeys with 5 + people

- A minimum requirement of 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 cellar, and interlinked heat detection in the kitchen;

- should have a 30 minute protected means of escape with all habitable rooms and kitchens being provided with quality assured, closely fitting half hour fire doors with an effective overhead hydraulic self-closer and with intumescent strips and cold smoke seals;

4.17

5+ storeys

- should be fitted with LD2 Grade A Automatic Fire Detection (full fire alarm system with zoned control panel), smoke detectors and sounders on every level of circulation space that form part of the escape route (including stairwells, corridors and lobbies that form part of the escape route), lounge and bedrooms and interlinked heat detection in kitchens.

- should have a 30 minute protected means of escape with all habitable rooms and kitchens being provided with quality assured, closely fitting half hour fire doors with an effective overhead hydraulic self-closer and with intumescent strips and cold smoke seals;

4.18

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 who is third party certificated by a UKAS accredited certification body, specifically to carry out inspection and servicing of fire detection and fire alarm systems);

4.19

All properties are provided as a minimum with fire safety measures that meet with sections 4.15, 4.16, 4.17 and 4.18 above; for other property types not covered above, the relevant Local Authority's current advisory Fire Safety Principles for properties of their type (individually determined by the Local Authority 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 an interlinked heat detector in the kitchen (an enhanced LD3 Grade D AFD system);

4.20

Cellars

All properties with cellars should have a smoke detector fitted (or a heat detector if already installed) in the cellar, linked into the fire detection system. A closely fitting half hour fire 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

Kitchen fire blankets

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

Particular care should be taken to ensure there is no build-up of combustible material around grills and ovens which can become a serious fire hazard. Owners should ensure the cooker is thoroughly cleaned at least once a year and that tenants are informed of their need to clean their cooker regularly and remedial action taken (at the tenants' expense if necessary) if the cooker remains hazardous.

4.23

Escape routes

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.

4.24

The primary escape route should not pass through bedrooms or kitchens. If there is no alternative to this then escape windows should be fitted on ground floor, first floor and basement.

4.25

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.

4.26

Emergency Lighting

Owners should undertake a risk assessment to determine whether emergency lighting should be installed but normally this will not be required.

4.27

Security Measures

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 and laminated glass. The door frames should be strong and well secured to the jambs;

4.28

In all properties, 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. In the case of double glazed doors alternative locking methods may be acceptable on a case by case basis when drawn to the attention of Unipol;

4.29

All letter boxes located within 0.5 metres of any latch or thumb turn lock are fitted with a device - security cowl, letter plate deflector, or letter cage - which prevents thieves from putting their hands or gadgets through the letterbox and trying the latches from the inside.

4.30

Ground floor and upper storey windows accessible from ground level or over a roof are of sound and secure construction. All non-double glazed windows in these locations require a lock. Where key operated locks are fitted owners should ensure that tenants are provided with keys. It is recommended

that all such windows (which are not fire escape routes) be fitted with window restrictors constructed from plastic metal or straps to help against opportunist theft. Where sash windows are fitted there should be a secondary catch which restricts opening to between 10 cm – 15cm. All escape windows/doors will allow escape from the building without the use of a key;

4.31

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;

4.32

Tenants are provided with crime prevention information on moving in. Information for landlords for their tenants is available through the Unipol Office.

4.33

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 information;

4.34

Where burglar alarms are fitted, they should be in good working order and the alarm should be prevented from ringing for more than 20 minutes. Equipment which has proved to be unreliable or ineffective should be replaced;

4.35

Contractors and tenants should be supplied with the code numbers of alarms;

4.36

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;

4.37

Hygiene

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;

4.38

All properties will be provided with an efficient and serviceable vacuum cleaner at the commencement of the tenancy;

4.39

All floor coverings in kitchens, bathrooms and WC's are capable of being clean with suitable domestic disinfectant products;

4.40

All properties will be provided with refuse disposal facilities sufficient for the number of occupants as defined by the appropriate Local Authority's Cleansing Department.

4.41

Communal Areas

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;

4.42

A handrail should be fitted on all staircases, internal and external, which consist of three or more steps.

4.43

Lighting and Ventilation

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

THE ENVIRONMENT AND SUSTAINABILITY

Owners will ensure that:

5.00

Energy Performance Certificates (EPCs)

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

Electrical Appliances

When renewing electrical appliances, particularly white goods, only high energy efficient appliances (grade A and B) should be chosen as replacements;

5.02

Low Energy Lighting

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

Thermostatic Radiator Valves

Thermostatic radiator valves (TRVs) should be fitted on all radiators (except one);

5.04

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;

5.05

Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations where applicable. Nottingham City Council is able to provide advice on how these might be achieved;

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

Recycling

Owners will ensure that they inform their tenants of the need for proper refuse management and any available recycling scheme operating in their area. A separate leaflet for tenants is available on request from Unipol;

COMMUNITY RELATIONS

Owners will ensure that:

6.00

Anti-Social Behaviour

In the event of any anti-social behaviour (defined as “behaviour likely to cause alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator”) by tenants, 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. Unipol can provide owners with information 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.gov.uk/government/publications/tackling-anti-social-behaviour

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

Gardens and Yards

All boundary walls and fences under the control of the owner/agent 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;

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, where possible where a garden already exists this shall be retained as a soft planted area (this includes low maintenance gravelling with planting);

6.06

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 Nottingham City Council for this is that the bins should be put out and returned 8 hours either side of the collection, Rushcliffe and Broxtowe Councils currently ask that the bins are put out by 7.00am and returned as soon as possible. For more information, see www.nottinghamcity.gov.uk, www.broxtowe.gov.uk and www.rushcliffe.gov.uk;

6.07

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 more than 10 working days prior to its removal;

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 is identified to them within 10 working days of such notification;

6.09

In respect of environmental matters, 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.

AT THE END OF THE TENANCY

Owners will ensure that:

7.00

Deposits

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

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

8.00

Management of Disputes

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), a current tenant, a local resident or any other party entitled (under the complaints procedure) to make a complaint, 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 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;

9.02

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;

9.03

The Tribunal will have the authority to exclude any owner from the Code for a period as determined.

NOTES FOR TENANTS

The principal 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. It is also recommended that students contact the Student Advice Centre in their Students Union to try and resolve problems before making a formal complaint. Completed complaint forms should be submitted only after all lines of negotiation have been exhausted. This judgment will be in the first instance made by the Accreditation Officer, 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.

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. 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
- 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.

Unipol Code for Shared Student Housing in the Private Rented Sector in Nottingham

DECLARATION FOR 2014 – 2017

I/We (name)

Owner Registration No (If advertising with Unipol Student Homes):

Home Address:

Email Address:

Trading as:

Acknowledge and agree that:

I/we wish to join Unipol Code for Shared Student Housing in the Private Rented Sector ("**the Code**") from the date of this declaration until 31 July 2017, 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. I further declare that my conduct will be in line with that outlined in the Code.

In consideration for being permitted to join the Code, I/we agree and undertake to pay the current and any future Code fees, including any 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 Accreditation Officer 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 (inclusive of VAT) 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 (inclusive of VAT) 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 (inclusive of VAT) 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 Unipol during the time period when I/we are a member of the Code.

I/we wish to declare that our property/ies (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 make a copy of the Unipol Code available to all tenants.

Upon acceptance of this signed declaration and payment of the Code fee I/we will be a member of the Code and 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

Please complete and return to: **Unipol Student Homes, 28 Shakespeare Street, Nottingham, NG1 4FQ**