

Review of the Unipol Code 2017-2020

The current cycle of the Unipol Code 2014-2017 ends on 31st July 2017. A review of the content has been carried out and a meeting was held on 31st May 2017 to discuss proposed changes. A number of changes to the content of the existing Code were agreed. They can be categorised as follows:

- 1) Proposed changes to existing clauses
- 2) New Code clauses

The fees for Code membership have also been reviewed and appear at the end of this document.

1) Proposed Changes to existing clauses (NB any new wording is shown in blue font)

Clause and current text	Suggested amendment
<p>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. The property should be handed over in a clean condition at the start of the tenancy, including the cooker;</p>	<p><i>Split clause into two separate clauses with amended wording - one about repairs and maintenance, and the other about cleaning. Also suggest clause is repositioned to Section 3 - During the Tenancy:</i></p> <p>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;</p>
<p>Ctd.</p>	<p>At the start of the tenancy the landlord will ensure the property is clean, including the cooker. Where this has not been achieved and there is a material effect on the comfort and convenience of the tenants, the landlord will inform the tenants of the timescales in which the property will be cleaned; it is expected that these timescales will reflect a Priority 2 Urgent response, within 5 working days</p>
<p>2.16 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;</p>	<p><i>Suggest remove "Nottingham" so the Code is referred to as the Unipol Code rather than the Unipol Nottingham Code</i></p> <p>In marketing 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;</p>
<p>3.00 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</p>	<p><i>Suggest include reference to selective licensing:</i></p> <p>Where HMO mandatory licensing, additional or selective 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</p>

<p>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;</p>	<p>HMO into the search engine) or should comply within any timescale agreed with the Council;</p>
<p>3.03 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.</p>	<p><i>Suggest remove “Nottingham” so the Code is referred to as the Unipol Code rather than the Unipol Nottingham Code</i></p> <p>A copy of the Unipol 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 Code logo in a clear manner.</p>
<p>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. Tenants are provided with a point of contact in case of emergencies.</p>	<p><i>Remove the last sentence as this is a duplicate of clause 3.09:</i></p> <p>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.</p>
<p>4.05 (b) Where a working gas fire is situated in a bedroom, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in that bedroom.</p>	<p><i>Suggest amend clause to include reference to Smoke and Carbon Monoxide Alarm Regulations:</i></p> <p>All properties will comply with the Smoke and Carbon Monoxide Alarm Regulations 2015. Where a working gas fire is situated in a bedroom, or solid fuel combustion appliances are used in other living accommodation, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in each affected room;</p>
<p>4.12 Central heating (or electrical heating) is provided. The central heating system should be adequate, controllable and programmable</p> <p>4.13 Any electrical panel heater in a building designed to comply with Part</p>	<p><i>Suggest relocate to Section 5 “The Environment and Sustainability” as per Leeds Code</i></p>

<p>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;</p>	
<p>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);</p>	<p><i>Suggest amend to include clarification on how often systems should be checked:</i></p> <p>Owners should ensure that Fire Alarm Systems and equipment are properly checked and maintained by a competent person annually in accordance with BS5839 (a 'competent person' is someone having specialist knowledge of servicing fire detection and fire alarm systems). Grade A systems should be checked as a minimum every six months, other types of systems annually;</p>
<p>4.27 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;</p>	<p><i>Include new guidance on replacing doors:</i></p> <p>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. If a door is replaced it is recommended that the full door set will be replaced too, ensuring that this meets with BS: PAS24: 2012 'doors of enhanced security' – as a minimum (advice can be sought from Unipol on a case by case basis);</p>
<p>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.</p>	<p><i>Suggest amend to include reference to new door sets:</i></p> <p>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: PAS24-1:2012 are designed with acceptable letter box restriction;</p>
<p>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;</p>	<p><i>Suggest amend to include that NSI or SSAIB approved contractors should fit alarms as per Leeds Code:</i></p> <p>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. It is recommended that burglar alarms are fitted by NSI or SSAIB approved contractors;</p>
<p>5.01 When renewing electrical appliances, particularly white goods, only high energy efficient appliances (grade A and B) should be chosen as replacements;</p>	<p><i>Suggest amend to Leeds wording:</i></p> <p>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 at</p>

	www.gov.uk/find-registered-waste-carrier ;
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;	Amend wording as per Leeds Code: 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
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	Amend to include clarification on changing the protection scheme: 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;

2) New Code Clauses

In addition to the above changes, it is proposed that the following new clauses from the Leeds Unipol Code are included:

Section 2- Marketing Prior to Letting Property to Tenants

- *Landlords will abide by the UK Advertising Codes as set by the Advertising Standards Agency, and by all its regulatory mechanisms;*
- *Where a landlord / agent charges administration/signing fees, they make it clear to the potential tenants in writing what the charges are, and what they are for;*
- *If a fee to hold a property for the tenants is charged, that it is agreed in writing how much these are, how long the property will be held for, and the terms under which the monies will be refunded;*
- *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.*

Section 4 - Health & Safety

- *Door bells, where fitted, should be maintained to ensure that they remain operational;*
- *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.*

Section 5 - The Environment and Sustainability

- *Landlords will comply with the Private Rented Sector Energy Efficiency Regulations (Domestic) (England and Wales) from 1 April 2018.*

Other Proposed Changes

1) The declaration form that landlords sign for the three year membership will be amended to include reference to the Nottingham Standard.

Nottingham Code Fee Levels for 2017-2020

The fees for the Code have been reviewed and are being brought into line with those being charged by DASH for the Nottingham Standard. It should be noted that these are three year fees so will take membership of the Code up to 31st July 2020. The fees make a 35% contribution to the cost of the Code across three years and owners will continue to benefit from the discount applied to licensing for Nottingham Standard properties by Nottingham City Council.

The 11-15 and 16-20 bands have been merged and are now 11-20 as this affects very few owners. They are separated below to show previous comparisons.

As Unipol inspect a ratio of 1:5 properties which are owned/ managed, the fees for 1-5 properties have increased to cover a greater proportion of the verification cost. Where sampling applies - portfolios over 5 properties- fees have been increased by around 10%.

Number of Properties	2014-2017	2017-2020		
	Fee inc VAT	Fee	VAT	Total
1	£65.52	£76.00	£15.20	£91.20
2	£132.30	£152.00	£30.40	£182.40
3-5	£132.30	£180.00	£36.00	£216.00
6-10	£264.60	£242.00	£48.40	£290.40
11-15	£340.20	£364.00	£72.80	£436.80
16-20	£453.60	£364.00	£72.80	£436.80
21-40	£567.00	£520.00	£104.00	£624.00
41-60	£680.40	£624.00	£124.80	£748.80
61-120	£850.50	£780.00	£156.00	£936.00
Unlimited	£1,134.00	£1,040.00	£208.00	£1,248.00

Response Deadlines

Code members are invited to send in any comments on the proposals being made to Faye Swanwick, Unipol Codes Administrator - f.swanwick@unipol.org.uk by noon on 1st July 2017.