

## Minimum Standards for Landlords

### Section 1: Pre-Tenancy

- 1.1** The Tenant Fees Act 2019 prohibits all payments unless the payment is expressly permitted under the act. Pre-tenancy permitted payments are rent, a capped holding deposit (see 1.12) and a capped damage deposit (see 1.11).
- 1.2** All tenants/licensees must be provided with a written agreement/licence/rent book which records the amount of rent to be paid, when it is due, what services (if any) are included, the rental period and finally any notice required to vacate the property.
- 1.3** Properties must be adequately equipped and furnished at the start of the rental period. Study bedrooms must contain at least a bed, desk, chair, wardrobe and drawers unit. All furnishings and furniture supplied by the landlord must comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.
- 1.4** Property details including rent levels must be reported accurately on the original property registration form (or online advert) without misrepresentation to prospective tenants.
- 1.5** Landlords must ensure that they have supplied Home Run with a minimum of three photographs of each property to be advertised. These photographs must show the outside of the property, a communal room (living room or kitchen) and a bedroom.
- 1.6** The letting agreement must clearly state the rental and occupation arrangement for the summer period (e.g. a “retainer” or “reduced rent”). The date that the tenants are entitled to take up occupation must be agreed and included in any agreement.
- 1.7** It must be made clear whether the owners of the property OR any other person authorised to act as owners or managing agents are managing the letting of that property.
- 1.8** Landlords with a property portfolio are required to register all properties offered to students. If a landlord or agent is suspected of offering or otherwise letting, or owning properties with UEA tenants in situ that are not registered, Home Run may suspend advertising ALL properties owned by that landlord/agent. Landlords who offer properties that are not registered risk being suspended from Home Run.
- 1.9** All tenancy/licence agreements must be accompanied by a detailed inventory. An inventory should be accompanied by photographic evidence. The tenants should check the inventory and forward a copy along with any discrepancies within 14 days

of occupation. A full and final inventory is to be agreed by the tenants and the landlord/agent within 28 days of occupation.

**1.10** At the start of the tenancy the property must be fully habitable. Any major structural works must be completed, the property must be in good order and any old furniture/appliances must be removed and disposed of correctly. Landlords must ensure that there is adequate time between tenancies to clean (and refurbish) the property, to make sure it is in a suitable condition for the new tenants. It is expected that properties will be cleaned to a professional standard. In cases where tenancies run back to back, the landlord/agent must offer a pro-rata refund of rent to the new tenants for the period they are checking, cleaning or refurbishing the property.

**1.11** Under the Tenant Fees Act 2019, damage deposits (if taken) **will not exceed five weeks' rent\***. Damage deposits must be protected in accordance with mandatory Tenancy Deposit Protection (if letting on an Assured Shorthold Tenancy). Landlords/agents are required to protect tenants' deposit and issue the accompanying documentation within 30 days of receiving the deposit.

**1.12** If a 'holding deposit' is taken (to secure the property before the tenants sign the tenancy agreement), the amount requested **will not exceed one week's rent\***. This cap is based on the total agreed rent for the property. For example, if there are three tenants who are jointly liable for the agreed total weekly rent of £240, the maximum this group of tenants could be asked to pay as a holding deposit between them would be £240. They may then choose to split this equally so that each person would pay £80.

Landlords must stop advertising a property once a holding deposit has been paid. Landlords must only accept one holding deposit per property at any one time.

Landlords must provide tenants with clear information about why they are requesting a holding deposit, including the sum that is required and the circumstances where they may lose all or part of the deposit.

Landlords should provide to the tenants a copy of the tenancy agreement before taking the holding deposit.

A landlord should enter into an agreement with the tenants before the '**deadline for agreement**' which is the 15<sup>th</sup> day after the holding deposit has been received.

However, a landlord may agree a different '**deadline for agreement**' with the tenants in writing (which could be more or less than 14 days).

Landlords must provide tenants with clear information (in writing) that sets out:

- The amount of holding deposit they have paid
- The agreed rent for the property
- The specified date for reaching an agreement (the '**deadline for agreement**')
- Other material agreed terms

A landlord should refund a tenant's holding deposit in full within 7 days of:

- Entering into an agreement with the tenant. This is unless the tenant agrees (in writing) that the 'holding deposit' can be put towards the damage deposit or first month's rent
- The landlord choosing to withdraw from the proposed agreement
- The '**deadline of agreement**' passing without a tenancy having been entered into

Holding deposits can be withheld where a tenant:

- Withdraws or does not take reasonable steps to enter into a tenancy
- Fails a 'Right to Rent' Check
- Provides false or misleading information which materially affects their suitability to rent the property

A landlord must detail in writing why the holding deposit is being retained within 7 days of deciding not to let to them if this is before the '**deadline for agreement**' or within 7 days of the '**deadline for agreement**' passing.

**1.13** Landlords/agents are required to check that all potential tenants have a right to reside in the UK by completing a 'Right to Rent Check'. Further information on these checks can be found at

<https://www.gov.uk/government/collections/landlords-immigration-right-to-rent-checks>.

\*Weekly rent calculation

The total annual rent can be calculated using one of the following formulae:

Total monthly rent x 12

Total weekly rent x 52

The total weekly rent can be calculated using one of the following formulae:

(Monthly rent x 12) ÷ 52

Annual rent ÷ 52

## Section 2: During the tenancy

**2.1** The Tenant Fees Act 2019 prohibits all payments unless the payment is expressly permitted under the act. During the tenancy a landlord can request payment in the event that:

- A tenant fails to pay rent in full within 14 calendar days, beginning with the date the rent is due as written in the tenancy agreement. Landlords can charge 3% above Bank of England base rate in interest on the late payment of rent for each day that the payment is outstanding
- A tenant has lost a key or security device giving access to the housing and requires a replacement. The landlord or agent must provide evidence in writing to the person liable for the payment to demonstrate that the costs they have incurred are reasonable.
- A tenant requests a change to the tenancy agreement (e.g. a change of sharer). A landlord is entitled to charge up to £50 for the work involved in amending the tenancy agreement or the amount of reasonable costs if they are higher. The general expectation is that the charge will not exceed £50. A

landlord should provide evidence to demonstrate the reasonable costs of carrying out the work if they wish to charge above £50.

- A tenant request's early termination of the tenancy agreement. The payment cannot exceed the loss suffered by the landlord or reasonable costs incurred.

**2.2** Repairs, once reported to a Landlord, must be dealt with in a timely manner. Refer to the complaints and suspension procedure for the full repair schedule.

**2.3** All parties must be included in negotiations should unforeseen work need to be carried out once the tenancy has commenced.

**2.4** If the landlord or agent requires access to the property, they must give the tenants at least 24 hours' notice in writing, stating the day, time and purpose of the visit, unless an emergency arises and it therefore becomes impractical to serve a notice.

### Section 3: The end of the tenancy

**3.1** At the end of the tenancy, or when the last tenant is leaving, the inventory is checked and a record of any discrepancies and/or damage is made. This check should be performed in the presence of the tenants wherever possible.

**3.2** Deductions made from tenants' deposits are only made for those items which the deposit was intended to cover, as detailed in the tenancy agreement.

**3.3** Where a landlord or agent has retained a proportion of the deposit to cover costs incurred, receipts and invoices for work undertaken must be provided to the former tenants along with a written statement detailing the deductions.

### Section 4: Other Provisions

Landlords or their Agents will ensure that:

**4.1** All properties must comply with Gas Safety (Installation and Use) Regulations 1998 and a valid Gas Safe Register certificate on headed stationery must be provided for each property annually to cover all gas appliances in the property. This applies to LPG (liquid petroleum gas) and natural gas appliances.

**4.2** A valid Domestic Electrical Installation Condition Report must be provided for each property every five years, unless the recommendation on the report is for an earlier re-test. We will only accept reports from NICEIC, NAPIT or ELECSA (ECA) contractors on headed stationery. Home Run does **not** accept reports that show 'code 1' or 'code 2' remedial works are required. These items would need to be remedied and a works certificate provided in addition to the periodic inspection report. Any alterations to the property or the electrical installation may also require an earlier re-test.

**4.3** A valid Energy Performance Certificate (EPC) or EPC reference number must be provided for each property. This certificate must be renewed every ten years. Any properties registered with Home Run must have a minimum of an 'E' rating for Energy Efficiency and Environmental Impact on the Energy Performance Certificate. Where 'F' or 'G' ratings are identified, landlords must provide evidence to show that

**all** possible improvements measures have been implemented. The final decision whether to allow a property to be advertised rests with Home Run.

**4.4** If the landlord is resident at the property, a valid Council Tax bill must be provided annually to prove residency.

**4.5** A Fire Risk Assessment must be undertaken for each property. This is a requirement under the Regulatory Reform Order (Fire Safety) Order 2005 (RRO) and failure to have a fire risk assessment is an offence enforced by the fire service. Norwich City Council guidance can be downloaded at [https://www.norwich.gov.uk/downloads/file/2240/fire\\_standards\\_booklet](https://www.norwich.gov.uk/downloads/file/2240/fire_standards_booklet)

**4.6** Smoke detectors must be supplied and maintained at all properties. All private sector landlords in England are required to install smoke detectors on each floor of their property and have at least one carbon monoxide alarm in any room with a fuel burning appliance. Landlords must check that the alarms are in working order on the first day of the tenancy, even where the tenant decides to move into the property on a later date.

**4.7** Fire blankets and/or fire extinguishers must be supplied at all properties. If fire extinguishers are supplied they must be serviced annually.

**4.8** Landlords whose property/properties are classified as Houses in Multiple Occupation which are required to be licenced (properties with five or more occupants, forming two or more households and sharing basic amenities), must provide Home Run with the licence or a copy of their application. Landlords who supply a copy of their application must forward the licence once this has been received from Norwich City Council.

**4.9** Landlords are responsible for keeping the exterior of the property in a good condition. All gardens, paths and paved areas shall be kept in good order, and any plants or shrubs shall be properly maintained and not allowed to obstruct pavements or public areas surrounding the property.

**4.10** The internal condition of the property - paintwork, woodwork, flooring, kitchens and bathrooms must be of a good standard. Home Run reserves the right to suspend advertising a property that is in an unsatisfactory condition.

**4.11** Full Gas or Electric Central Heating must be provided.

**4.12** A notice must be clearly displayed in a prominent position in the common parts of all Houses in Multiple Occupation (houses occupied by three or more unrelated individuals who share basic amenities) giving the name, address and telephone number of the manager.

**4.13** Landlords are classed as data controllers under the General Data Protection Regulation and are therefore required to register with the Information Commissioner's Office (<https://ico.org.uk/>).

**4.14** All property agents in England holding client money must belong to a government approved Client Money Protection scheme.

## Section 5: Equal Opportunities

**5.1** No person or group of persons applying for housing or associated services will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, age, religious status or sexual orientation.

## Section 6: Further recommendations

The following are recommendations and not compulsory.

**5.1** Internal redecoration should be carried out every 3 years, external decoration every 5 years.

**5.2** All electrical appliances provided by the landlord should be tested every two years and should carry a sticker to indicate the date of testing.

**5.3** Where the prospective tenants do not know each other, a joint tenancy should not be offered.

## Home Run Landlord Privacy Policy

Our privacy policy can be viewed at <https://www.uea.su/advice-housing/housingadvice/student-privacy-policy/homerunlandlord-privacy-policy/>.

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