Housing Serivces

The Code of Practice for Resident Private landlords

The QMUL Housing Services Code of Practice for Resident Private Landlords - has been established to provide a bridge between landlords and student tenants.

The Code covers both how the Landlord deals with potential tenants and the minimum set of letting and management standards, which Landlords should agree to comply with. The Code is intended in the interests of students and staff securing good quality and well-managed rented property.

1. Initial Negotiations

1.1 Potential and existing tenants will be dealt with in a courteous and respectful manner and will not be hurried or harassed.

1.2 Full details of any fees payable in relation to the contract outside of the rental fee and deposit will be given to prospective and existing tenants (eg. Share of phone costs, utility bills).

1.3 Potential tenants will be given at least one full working day to review a sample agreement and to obtain advice on it should they wish to, prior to paying any holding deposit.

1.4 All pledges and promises will be confirmed in writing to the prospective tenants. This document should also list any restrictions the landlord wishes to impose (ie. use of the lounge, kitchen, visitors and smoking) prior to the signing of the agreement.

1.5 Room is available within two calendar months of the date advertised.

2. Written Agreements

2.1 A copy of the written agreement will be given to the tenants detailing the terms and conditions of the agreement once all parties have signed it.

2.2 Special conditions or unusual clauses in the contract will be explained prior to signing the contract.

2.3 Agreements should be written in plain English avoiding the use of legal jargon.

3. Right to Let

3.1 Willing to provide on request, confirmation from the freeholder or Local Authority confirming permission to let, if relevant to the property.

3.2 Confirmation that any service charges will be covered by the Landlord.

4 Inventories

4.1 An inventory and schedule of condition will be carried out at the commencement and termination of the agreement.

4.2 On the last day of the contract a full inspection will be carried out with reference to the check-in inventory and schedule of condition.

5. Property Management

5.1 All gas appliances in the property comply with the Gas Safety (Installation and Use) Regulations 1998, issuing a valid copy of the Annual gas safety record relating to the property at the commencement of the tenancy/licence or having a copy prominently displayed on the premises.

5.2 All electrical wiring and appliances are safe to use and complies with current legislation.

5.3 All furnishings comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. This should be pointed out to the tenants at the initial showing of the property by reference to the "carelessness causes fire" label.

5.4 That the room/s offered will comply with any relevant Local Authority regulations regarding fitness and safety, with particular regard to fire safety - outbreak and means of escape.

5.5 Tenants are made aware of the locations of gas and water shut off valves and fuse boxes, as well as procedures in the event of any emergency should the landlord be unavailable.

5.6 The accommodation is in good repair, clean and is well decorated, at the onset of the tenancy.

5.7 Where possible the Landlord will provide tenants with estimated response times on repair issues raised.

5.8 Appliances provided in the accommodation are maintained and replaced at the expense of the Landord except those damaged by tenant misuse.

5.9 Landlords must ensure that they have adequate insurance cover for the property.

5.10 The property will hold the necessary licences or registrations required by law and relevant Local Authority.

6. Financial Arrangements

6.1 Cash will not be insisted upon for payment of rent (unless the rent is in arrears).

6.2 A comprehensive receipt will be provided for the payment of any damage deposit.

6.3 Any deductions from the damage deposit will be supported by a written, itemised explanation, including any relevant invoices.

6.4 All payments relating to the property will be discussed prior to commencement of the agreement (see section 1.2).

6.5 Where a holding deposit is required a receipt will be given outlining the conditions for return.

7. Tenancy Relations

7.1 Potential and existing tenants will be treated with courtesy and respect and in a manner that is free from discrimination on any grounds, including but not limited to, beliefs or lawful preferences, religion, politics, gender, race or sexual orientation.

7.2 All correspondence from tenants, potential tenants, or intervention by QMUL Housing Services on a tenant’s behalf, to be replied to, within a reasonable time frame.

7.3 There will be a prompt and concise response to issues raised by tenants.

7.4 In the event of a dispute a mutually convenient meeting will be arranged at the property to address the issue and the outcome confirmed in writing.

Declaration:

I _____ agree to abide by the QMUL Housing Services Code of Practice for Registered Landlords.

I understand failure to comply, may result in my removal from the QM Private Lettings database.

Please sign: _____

Date: _____

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