Housing Serivces

The Code of Practice for Non Resident Private landlords

The Queen Mary Housing Services Code of Practice for Non 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 tenancy outside of the rental fee and deposit will be given to prospective and existing tenants.

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

1.4 All pledges and promises will be confirmed in writing to the prospective tenants prior to the signing of the contract.

1.5 The property / 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 An address in England or Wales where papers and legal notices can be served on the Landlord will be provided.

2.4 Tenancy agreements should be written in plain English avoiding the use of legal jargon.

2.5 Where there are any obligations on tenants arising from a superior lease a copy of these obligations will be given to the tenants.

3. Right to Let

3.1 Willing to provide on request, proof of the Landlord's right to let, i.e. deeds of the property, permission to let from the mortgage provider or a solicitor's letter verifying freedom to let.

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

3.3 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 tenancy.

4.2 An inspection will be undertaken within one week prior to the surrender of the tenancy in order to highlight to the tenant matters requiring attention that may cause deductions from the damage deposit.

4.3 On the last day of the tenancy 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 must comply with the Gas Safety (Installation and Use) Regulations 1998, a valid copy of the annual gas safety record relating to the property to be available at the commencement of the tenancy/licence or having a copy prominently displayed on the premises.

5.2 The property has a valid Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 Report and that 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 all properties offered and renewed have a minimum energy performance rating of E on an Energy Performance Certificate (EPC).

5.5 That property offered will comply with any relevant Local Authority regulations regarding fitness and safety, with particular regard to fire safety - outbreak and means of escape.

5.6 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.

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

5.8 Tenants are informed about the procedures for reporting repair issues relating to the accommodation. These should include to whom repair issues are notified and who is responsible for the repair.

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

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

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

6. Financial Arrangements

6.1 No more than one months rent is to be demanded during any part of the tenancy.

6.2 Complete details and implications of any fees payable in relation to the tenancy outside of the rental fee and deposit will be provided (ie. water rates etc).

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

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

6.5 The tenancy agreement states which Tenancy Deposit Scheme the deposit will be held in (i.e. how the deposit will be protected), if applicable to the letting.

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

6.8 All payments relating to the property will be discussed prior to commencement of the tenancy, including any service charges, water rates etc.

6.9 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 Queen Mary 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 Except in the case of emergency, give the tenant reasonable notice (at least 24 hours and in writing, stating reasons) when access to the property is required by the landlord.

7.5 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 Queen Mary 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: _____