



Introduction

The Durham Student Assured Housing Scheme ('the Scheme') incorporates a Code of Standards ('the Code'). This has been drawn up by Durham County Council, otherwise described elsewhere in the Code as 'The Scheme Operator'. References to the Scheme and Code should be construed accordingly.

The purpose of the Code is to enable the landlord/agent and tenants to agree a set of undertakings about how they wish to do business with one another. The Code will also help to drive up property standards and improve management practices.

The criteria in the Code have been chosen to reflect a balance of common sense obligations and responsibilities between the landlord/agent and tenants and set standards which are achievable by the landlord/agent and tenants without significant expenditure of time and money and without prejudice to their respective legal rights.

Compliance with the Code helps to ensure:

- A positive recognition of meeting standards
- Regular newsletters
- Membership of the Landlord Forum
- Misunderstandings and disputes with tenants are reduced
- Where problems do occur they can be promptly resolved.

The Code of Standards' letting system and the Code will be actively promoted amongst students searching for housing. It is frequently the policy of universities, colleges and their students' unions to recommend their students only to rent a property where the property is assured.

Adoption of the Code by a landlord/tenant is voluntary. Making a commitment to abide by the Code is a serious matter and a failure to meet such a commitment is a breach of faith. The Scheme Operator will test landlords/agents for the purpose of ascertaining compliance with the Code and tenants can complain where they feel a breach has occurred.

Landlords and agents remain liable for ensuring that their properties meet all legal requirements and standards relevant to the private renting of properties. These include, but are not limited to: housing standards, taxation, planning, building control and conservation issues.

How It Works

- Landlords or their agents are assured on a property by property basis.
- Landlords / agents will join the scheme for up to five years at a time and a fee is payable for each property to cover the cost of joining, processing the application and carrying out a compliance inspection.
- All properties will receive a primary inspection which will be arranged as soon as possible following submission of a complete application
- A report is issued to the landlord/agent for each inspection and, if there are any matters that need to be improved these are highlighted as "action points" and a timetable set down for their completion (in consultation with the landlord/agent)
- A laminated certificate is issued to each landlord/agent in respect of each assured property. Landlords may also use the scheme logo on their paperwork and display the scheme window sticker

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 Code, then compliance with the HMO licence condition will take precedence.

EQUALITY and DIVERSITY

Landlords/Agents will ensure that:

- 1.1. 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.
- 1.2. That the person having control of the property is a fit and proper person and does not have any unspent convictions in relation to dishonesty, fraud, violence, drugs or any offence listed in Schedule 3 of the Sexual Offenders Act 2003, or to housing legislation offences that are relevant to the private renting of properties.

MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Landlords/Agents will ensure that:

- 2.1. All property details are reported accurately without misrepresentation to prospective tenants.
- 2.2. All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants.
- 2.3. 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.

- 2.4. No monies for deposits or rent are demanded prior to entering into either a written agreement to rent the property or the letting agreement.
- 2.5. 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 which are unfair, or otherwise in conflict with any statutory or common law entitlement of the tenant or the terms of this Code.

Rent & Deposit Liability

- 2.6. 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.
- 2.7. All deposits taken for the property must be clearly identified as such and secured in one of the nationally recognised Tenancy Deposit Schemes. In this clause, deposit includes any money taken from the tenant and held as security against damages, unpaid rent or other charges.

Responsibility for Service Charges

- 2.8. The landlord/agent 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.

Utility Charges (Gas, Electricity, Telephone)

- 2.9. Where any service charges are levied by the landlord/agent, that such services and charges are properly specified and detailed in the letting contract.
- 2.10. Receipts (electronic or paper based) 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 deposit protection scheme), utility or service charges.

Identity and Address

- 2.11. The name and current registered address of the property, owner or the manager of the property is stated on the agreement, together with the address and telephone number/s of any managing agent or organisation stated.

State of Repair and Refurbishments

- 2.12. At the commencement of the tenancy, or other date mutually agreed with the tenants, all obligations on the part of the landlord/agent in regard to the repairs, property maintenance, improvements to the property and cleanliness will have been fully discharged.
- 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, the landlord/agent shall inform the future tenants, in writing, at the earliest possibility of this likelihood and its consequences for them. The landlord/agent shall make such alternative arrangements for the tenants as may be necessary for the duration of the refurbishment works.
- 2.14. Where the landlord/agent wishes to undertake works within an agreed timescale that would render part of the property or room(s) unsuitable for occupation during the tenancy, this should be agreed in writing with all tenants. The landlord/agent shall make such alternative arrangements for the tenants as may be necessary for the duration of the works.
- 2.15. Landlords/agents are advised to conduct an inventory, specifying the condition of items provided and of the property condition generally. This should be agreed and signed with all the tenants at the start of the tenancy.

Marketing the Property as Part of the Code

- 2.16. In marketing a property landlords/agents should use the phrase “Durham Student Assured Housing Code” or “Durham Student Assured Housing Code Landlord/Agent” or “Member of the Durham Student Assured Housing Code” to describe themselves, and “Durham Student Housing Assured Property” or “Property meets the Durham Student Assured Housing Code” to describe a property.
- 2.17. Landlords/agents may use the Code logo (either as a landlord/agent supplier or for the property to which they relate) in promotional materials, and electronic versions of these logos can be supplied. Any other use of the Code logo will be at the sole discretion of the Scheme Operator

DURING THE TENANCY *landlords / Agents will ensure that:*

HMO Licensing

- 3.1. Where HMO mandatory licensing applies (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 timescales specified on each licence.

Overcrowding

- 3.2. Properties are not overcrowded in line with the Scheme Operator’s relevant

amenity and space standards (see section 11.02). Landlords/agents should consider suitable clauses in their tenancy agreements to prevent overcrowding.

Ensuring Possession

- 3.3. All statutory notices seeking possession are served on incumbent tenants without delay in order to mitigate any delay and hardship caused to the landlord/agent and incoming tenants that may be caused where existing tenants refuse to give up possession at the end of their contractual tenancy.

Informing Tenants of the Code

- 3.4. A copy of the Code will be made available to all tenants. This can be done by providing a link to the Durham County Council website, by giving the tenant information about where the Code is on their website or a paper copy of the Code can be given to the tenant/s. Any web links must clearly and prominently display the Code logo.

Access

- 3.5. Where access is required for routine inspection/s, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance, save in an emergency or in circumstances where issue of such notice is impractical, and that, at all times, tenant privacy and entitlement to freedom from unnecessary intrusion is respected.
- 3.6. Business is pursued by him/her in a professional, courteous and diligent manner at all times.

Repairs and Maintenance

- 3.7. 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 1985.

The scheme operators would consider it to be a serious breach of the Code for any landlord/agent not to deal adequately with repairs and/or maintenance issues.

- 3.8. 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 the defect/s.

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/s.

Priority Three – Non Urgent day-to-day repairs: Reactive repairs not falling within the above categories. Within 28 days of report of the defect/s or by arrangements with the occupiers after that time.

Decorative finishes to be made good within reasonable timescales if damaged or disturbed during repairs.

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

Planned Programmes of Repair/Improvement and Cyclical Repairs Programmes

3.10. 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 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 landlord/agent and tenant/s as to when a repair requirement has been reported then the date on which the repair was reported to the landlord/agent in writing, text message or email 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 will remove all redundant components and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.

Furniture and Storage Space

3.14. 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.

Room Sizes and Kitchen Facilities

3.16. Study bedrooms, living rooms, dining rooms and kitchens shall meet with the relevant Local Authority's adopted standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards (see section 11 on general advice).

Toilet & Personal Washing Facilities

3.17. Where amenities are shared the following standards shall apply (see section 11 for further details):

Number of persons Sharing*	1 Bathroom with WC	1 Bathroom + 1 separate WC	2 Bathrooms with WCs	2 Bathrooms with WCs and a separate WC or a third bathroom	3 Bathrooms With WCs
1 to 4	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	x	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	x	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	x	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	x	x	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10	x	x	x	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11+	x	x	x	x	<input checked="" type="checkbox"/>

means achieves agreed standards

x means does not meet agreed standards

* licensable HMO's must have a separate bathroom and WC. Non licensable HMO's should have separate bathrooms and WCs, unless this arrangement is not practicable.

The term "bathroom" means a room containing a bathing facility which can either be a suitable bath or shower compartment or both.

3.18. Where a WC is located in a separate compartment then a wash hand basin, with hot and cold running water, shall also be provided within the same compartment. An outside WC will not be acceptable as counting towards the necessary amenity standard.

3.19. 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, unless the inspecting officer agrees that an extractor fan is not necessary.

HEALTH AND SAFETY

Landlords/Agents will ensure that:

Housing Health and Safety Rating System

- 4.1. 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 the 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. Landlords/agents who wish to conduct risk assessments on their own properties can download a guide (see 11.02).

Gas Appliances and Supply

- 4.2. 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.
- 4.3. All gas appliances must be serviced annually by an engineer endorsed by Gas Safe Register.
- 4.4. 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.
- 4.5. All repairs to gas supply pipe work and appliances will be carried out by a Gas Safe Register fitter.
- 4.6. Clear instructions for the safe use of all central heating and hot water systems will be given. For the benefit of doubt written instructions are preferred (to include electronic methods of communication to tenants).

Liquefied Gas/Paraffin Heaters and Appliances

- 4.7. No form of bottled gas or paraffin heaters will be provided by the landlord/agent or tenants as a heating source.

Electrical Installations and Appliances

- 4.8. All electrical installations provided by the landlord/agent are certified as safe by a professionally competent electrician, who is registered with NICEIC, ELECSA Ltd, BRE Certification Ltd or NAPIT Certification Ltd – 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 BS7671 in accordance with the current relevant Electrical Regulations - A document of verification shall be obtained every five years showing the electrical wiring of the property is in a safe and satisfactory condition, except where a new installation has been installed and the electrical completion certificate will be acceptable for ten years.
- 4.9. All improvements to electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations. The minimum provision of

conveniently located socket outlets is as follows:

- Bedrooms – 2 double switched sockets
- Living and dining rooms – 4 double switched sockets
- Kitchens – 2 double switched sockets at bench level, together with adequate additional sockets for major appliances.

4.10. All components used in electrical wiring installations and repairs comply with the International Standards and all appliances will be installed in accordance with manufacturers' instructions.

4.11. All electrical appliances provided by the landlord/agent 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. It is advised that appliances are subject to a yearly Portable Electric Appliances Test (PAT) Report issued by an approved electrical contractor (competent person) in accordance with the Institute of Electrical Engineers 'Code of Practice for In-Service Inspection of Testing of Electrical Equipment'.

4.12. Instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be given on request. For the benefit of doubt written instructions are preferred. (Instructions can include electronic methods of communication to tenants).

Fire Detection and Alarm Systems

Landlords/Agents will ensure that:

4.13. A fire safety risk assessment is undertaken at the property and all reasonable remedial measures found to be necessary are carried out to ensure that the property is as fire safe as reasonably practical. A simple fire safety risk assessment form can be provided by the Scheme Operator's inspecting officers.

4.14. The fire risk assessment includes identifying possible potential sources of ignition and fuel; identifying persons at particular risk and identifying defects, deficiencies and disrepair that may adversely affect fire safety.

4.15. Where there is a duty to carry out a fire risk assessment on common areas of an HMO or building comprising self-contained flats 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 the Scheme Operator within 14 working days of such a request being made.

4.16. 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 normally required under the regulations; however it is strongly advised to carry out a risk assessment in all cases.

4.17. Fire protection measures are provided, appropriate to risk, to enable escape in the event of fire and which should include automatic fire detection (as a minimum), fire separation, fire doors and where necessary emergency lighting

the Scheme Operator's inspecting officers can offer advice and guidance on appropriate fire protection measures.

- 4.18. Subject to a risk assessment, emergency lighting may be required where the escape route is long, complex or where there is no effective borrowed lighting, or where required by the inspecting officer.
- 4.19. Guidance on what fire protection measures would be deemed to be satisfactory provided that the property is of normal fire risk can be found at section 11.04. For the avoidance of doubt, 'risk rooms' include all bedrooms, living rooms / sitting rooms and kitchens.
- 4.20. Tenants are provided with information explaining what fire safety measures are provided, how they operate, how to use them, what to do in the event of a fire and how to prevent fires occurring.
- 4.21. Generally, the use of fire blankets and fire extinguishers is discouraged and they should be removed from the property. Where provided, landlords/agents are required to provide evidence that tenants have received appropriate instructions on the safe use of the equipment. Fire extinguishers should be the small dry powder type with a guaranteed shelf life equal to or beyond at least the time of the tenancy period.
- 4.22. All exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the landlord/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.
- 4.23. The use of bedrooms, living rooms and kitchens as 'inner rooms' is avoided. An inner room is one where the only escape route is directly through another (outer) room. An inner room is only acceptable if its floor level is not more than 4.5 metres above ground level and the room has (i) an escape window (ii) an automatic fire detection system and (iii) a fire door fitted between the inner and outer rooms.
- 4.24. Escape windows and doors are 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;
- 4.25. Landlords/agents should ensure that Fire Alarm Systems (and emergency lighting systems where provided) and equipment are properly checked and maintained by a competent person annually, as a minimum.
- 4.26. Landlords/agents should ensure that the fire alarm system is tested every time the landlord/agent visits the property and a record of the test is recorded in the fire precautions log book for each property. In addition, the occupiers should be advised to test the system on a regular (recommended weekly) basis and record such tests in the log book.

Security Measures

- 4.27. External doors are of solid core timber, metal frame, UPVC construction or

specialist security doors. All glazing in doors must be either wired or safety glass (where this may cause historic decorative glasswork to be removed, advice can be sought from the Scheme Operator who will assess this requirement on a case by case basis).

- 4.28. 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: PAS24-1 'doors of enhanced security' – as a minimum.
- 4.29. All external doors that are final exit doors must be fitted with a mortise lock with internal thumb turn, allowing escape from the building without the use of a key.
- 4.30. Ground floor and upper storey windows accessible from ground level, or over a roof, are of sound and secure construction and if replaced should meet BS:7950 'windows of enhanced security', and locks should be fitted on ground floor and other accessible windows (except where they are required as a means of escape in Clause 4.22). Consideration should be given to using laminated glass (where appropriate). Where key operated locks are fitted landlords/agents should ensure that tenants are provided with keys.
- 4.31. Landlords/agents should advise tenants on the correct operation of all security measures provided and check from time to time that this advice is being followed.
- 4.32. 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.
- 4.33. Where burglar alarms are fitted, the alarm must 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 NACOSS or SSAIB approved contractors.
- 4.34. Contractors and tenants should be supplied with the code numbers of alarms. In addition, key holder details must be given to the Local Authority (see section 5.3 on the application form).
- 4.35. 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.

Hygiene

- 4.36. 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.
- 4.37. All properties will be provided with an efficient and serviceable vacuum cleaner at the commencement of the tenancy.

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

Communal Areas

4.39. Tenants are made aware of who is responsible for the cleaning of communal areas inside the dwelling (normally the kitchen, hallways and staircases). In the event of a number of flats being serviced from a communal hallway or staircase outside of the flat, tenants should also be made aware of the cleaning and maintenance arrangements of those areas and these areas should be kept free from rubbish and obstruction.

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

Lighting and Ventilation

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

THE ENVIRONMENT AND SUSTAINABILITY

Landlords/Agents will ensure that:

Energy Performance Certificates (EPCs)

5.1. A copy of the relevant EPC, as specified under the Energy Performance of Buildings Directive, will be made available for prospective tenants to view.

Electrical Appliances

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

Low Energy Lighting

5.3. 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.

Central Heating

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

5.5. An 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 system that allows a pre-set period of use will

be satisfactory.

- 5.6. Any new wet central heating system installed will include thermostatic radiator valves (TRVs) on all radiators (except the room containing the room-stat).
- 5.7. 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.

Energy Efficiency

- 5.8. 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.
- 5.9. Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations, where applicable. Landlords/agents are advised to concentrate on improving roof insulation (ideally 250mm depth if using conventional materials) and wall insulation with cavity wall insulation or internal insulation (dry lining).

Recycling and Refuse Provision

- 5.10. Landlords/agents will inform their tenants of the need for proper refuse management and ensure that only the appropriate refuse receptacles are used at all times, in accordance with any of the Scheme Operator's procedures. Landlords/agents must also provide instructions about any available recycling scheme operating in their area.

COMMUNITY RELATIONS

Landlords/Agents will ensure that:

Anti-Social Behaviour

- 6.1. 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 and/or visitors, landlords/agents 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 responsible 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. For more information, see 11.05.
- 6.2. To let boards must only be used to advertise for the following year students in accordance with any Durham County Council Planning Code of Practice or legislative requirement.

Gardens and Yards

- 6.3. All boundary walls and fences will be maintained in good repair.
- 6.4. 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.
- 6.5. 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 to the satisfaction of the inspecting officer. The landlord/agent, 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 prior to its removal.
- 6.6. Where a property has its own external bins, the house number and street initials of the property should be marked clearly on these. 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.
- 6.7. All properties are provided with suitable and sufficient refuse disposal facilities as required by the waste disposal authority.

AT THE END OF THE TENANCY

Landlords/Agents will ensure that:

Deposits

- 7.1. Deposits are administered efficiently and reasonably by the landlord/agent or nominee and are not withheld for any purpose other than for which they were levied under the tenancy deposit scheme.
- 7.2. Where a landlord/agent has established an Assured Short hold 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
- 7.3. 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 (see also section 11.06).
- 7.4. All deposits (or balances on deposits) will be returned to former tenants at the end of the tenancy in accordance within the requirements of the Tenancy Deposit Protection Scheme.

OTHER PROVISIONS

Decisions

- 8.1. Properties will be deemed to hold provisional assured status where a fully

completed application has been received and acknowledged. The provisional status will remain in place until such time as a primary property inspection has been carried out by the inspecting officer.

- 8.2. Where following a primary inspection a property meets the relevant standards, or is capable of meeting the full standard within a reasonable timeframe, full assured status will be awarded.
- 8.3. Where a property falls significantly short of the necessary Code standards and is not capable of being brought up to standard in a reasonable timeframe, any assured status will be refused.
- 8.4. If at any time the condition and / or management of an assured property is such that it falls significantly short of the Code, then assured status will be revoked.
- 8.5. In reaching decisions on assured matters, the Scheme Operator will have regard to all relevant matters, including:
 - All clauses contained within the Code and its appendices
 - Adopted HMO standards, including fire safety
 - Any relevant housing and landlord/tenant legislation
- 8.6. Landlords/agents aggrieved by any decision made to award or revoke assured status, or who disputes the findings of a primary property inspection shall put his / her reasons for disputing the decision in writing to the senior officer named in the decision correspondence. If still not satisfied by the outcome, then the landlord/agent may request the matter to be dealt with by way of a Hearing.
- 8.7. The decision reached at the Hearing will be final.

DISPUTES

Landlords/Agents will ensure that where disputes between landlords/agents 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. Landlords/agents and tenants therefore undertake to:

- 9.1. Ensure that any verbal communications regarding tenants' complaints or disputes are confirmed in writing to the landlord/agent at the earliest opportunity.
- 9.2. Respond reasonably and promptly to tenants in regard to any complaints or difficulties raised by them.
- 9.3. Rectify any property defects or breaches of the Code in a timely fashion, in line with part 3 of the Code.
- 9.4. Ensure that all settlements and agreements reached are honoured within three weeks of being agreed.
- 9.5. Maintain courteous professional relations with tenants during any dispute.

9.6. Make written response to correspondence from tenants or their chosen representative within four weeks, where a tenant complaint is contested.

Complaints to the Scheme Operator

Before making a formal complaint, it would be expected that tenants attempt to resolve any problems by contacting their landlord or letting agent in the first instance. Where negotiations between landlord and tenant have failed to reach a settlement, within a reasonable timeframe, each party could request advice or assistance from the Scheme Operator.

9.7. Tenants or landlords/agents may approach the Scheme Operator to bring forward issues of concern or seek clarification on matters falling under 9.01 to 9.05 above. The Scheme Operator will take any necessary steps to investigate the matters brought to their attention. Such an investigation will explore potential Code or legislative breaches and decide what, if any, action may be appropriate in the circumstances (see part 5 of Appendix 1).

9.8. Any landlord/agent aggrieved at any action taken, shall put his / her reasons for disputing the decision in writing to the senior officer named in the decision correspondence.

9.9. Persons who remain aggrieved at the decision of the senior officer may request that the matter is dealt with by way of a Hearing, based on information available at the time that the original decision was made. The Hearing process is set out in Appendix 1 Part 7.

9.10. The decision of the Hearing is final, for all matters relating to the Scheme. The Hearing has the power to:

- Quash, vary or amend any decision taken by the senior officer
- Issue a warning notice
- Revoke assured status

9.11 The Hearing may also:

- Require the immediate inspection of part or all of the landlord/agents student properties;
- Remove a landlord/agent 'fit and proper person' status;
- Exclude any landlord/agent from the Code for a period as determined;
- Any other action deemed appropriate to safeguard the health, safety or welfare of tenants.

SCHEME COSTS

The following application, inspection and miscellaneous costs are applicable:

10.1. Initial property application fee is as set out in the schedule below, made payable to the Scheme Operator. This cost is for the period up to 31 May 2018, payable on the date of application. All costs are inclusive of VAT at the standard rate.

Number of students per unit of accommodation	Application Fee (including VAT)
1-10	£180
11-20	£360
For Purpose Built or Converted Student Blocks – Total Number of Students in Block	Application Fee
21-50	£540
51-100	£720
101-200	£900
201- 300	£1080
301 - 400	£1260
401- 500+	£1440

10.2. The initial application fee includes one primary property survey, together with one additional compliance survey, should any works be required to meet the full assured standards.

10.3. A fee of £30 is payable for properties that have a valid HMO licence in place. This fee is to cover the costs of pass-porting the property into the Scheme.

10.4. Refunds, on a pro-rata basis or otherwise, will not be provided.

10.5. As the Scheme is property based, there will be no additional costs should the property be sold and the new owner wishes to continue with the assured property status, subject to the new owner submitting a new application and passing the fit and proper person test.

10.6. All application fees should be made by cheque made payable to Durham County Council, to avoid any delays in processing applications.

GENERAL ADVICE ON THE HOUSING HEALTH AND SAFETY RATING SYSTEM (HHSRS) AND HMO STANDARDS

HHSRS

11.1. Information about HHSRS can be obtained from the [Ministry of Housing Communities and Local Government website](#)

HMO Standards to be applied as part of the Scheme

11.2. The Scheme Operator has adopted a number of standards for the various types of HMO in the county area, including shared houses typically occupied by students. The standards cover a multitude of issues, such as fire safety, amenity provision and space requirements. Compliance with these standards is not optional and non-compliance constitutes a risk of formal action being taken. Full copies of the various standards can be found on our:

[Multiple occupancy homes webpage](#) or by visiting Durham County Council's home page on www.durham.gov.uk and searching for 'HMO Standards'

Electrical Safety

11.3. A series of leaflets from the Electrical Safety Council can be found on their [website](#).

Fire Safety

11.4. Agreed standards for fire safety are available on our [Multiple occupancy homes webpage](#)

Anti-Social Behaviour

11.5. <https://www.gov.uk/government/policies/improving-the-rented-housing-sector--2/supporting-pages/anti-social-behaviour-in-housing>

Property Conditions

11.6. It is recommended that landlords/agents and tenants agree and record the property condition at the start of the tenancy. This should include a comprehensive written and photographic inventory of property contents, fixtures and fittings.

HMO Definitions

11.7. The Housing Act 2004 (the 'Act') provides a detailed description of what constitutes a HMO, but in general, it can be:

- A building where three or more persons share one or more amenity* and comprise two or more households**

- A self-contained flat where three or more persons share one or more amenity and form two or more households
- A building converted into one or more converted flats and where the conversion still does not comply with the Building Regulations 1991.

*an **amenity** means water closet, wash hand basin, shower, bath or cooking facilities.

a **single household means either an individual (including students) or a family unit.

A family unit can include husband, wife, co-habiting couple, blood or half blood relatives up to grandparent / grandchild, cousins, aunts / uncles / nieces / nephews or step / foster parents or children.

11.8. There are a number of basic conditions that must be met in order to satisfy the prescribed description of HMO's for licensing purposes:

- a) It is occupied by 5 or more persons;
- b) It is occupied by persons living in 2 or more households;
- c) It meets -
 - (i) the standard test under section 254(2) of the Act
 - (ii) the self-contained flat test under section 254(3) of the Act but is not a purpose-built flat situated in a block comprising three or more self-contained flats; or
 - (iii) the converted building test under section 254(4) of the Act.

Section 55 of the Act contains the general HMO licensing provisions and this is supplemented by a number of statutory instruments*.

*The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 (SI 2018/221)

The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006 (SI 2006/373)

The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 (SI 2007/1903)

Appendix 1

Durham Student Assured Housing Scheme Procedure Note

1. Introduction

- 1.1 The purpose of this document is to supplement the content of the Code and, for the benefit of landlords/agents, to explain the Durham Student Assured Housing Scheme (‘the Scheme’) process.

2. Enquiry Stage

- 2.1 There are several ways in which landlords and agents may find out about the Scheme and decide to apply for assurance for their properties.
- 2.2 Owners and agents are encouraged to download an application form, and submit the paper application, together with a cheque for the appropriate fee. For those applicants who do not have internet access, DCC will keep a small supply of paper application packs.
- 2.3 DCC will provide contact details in the application packs to assist prospective applicants, and to generally answer any queries that they may have with the application process, standards, property inspections and compliance with the Scheme conditions.

3. Application Stage

- 3.1 Landlords/agents will ensure that all parts of the application form are fully completed, together with the appropriate fee and all relevant supplementary documentation (e.g. gas and electrical safety reports). Landlords/agents should be aware that making an application acknowledges that they are aware of the Code standards required and the property meets or exceeds these standards, as no refunds will be considered once the full application has been received and the process moves to the determination stage.
- 3.2 On receipt of an application, DCC will carry out a preliminary document check. Where necessary, **minor*** discrepancies that can be addressed informally will be corrected to fully complete the application. An acknowledgement letter will be sent out by DCC in respect of complete applications, where minor discrepancies have been addressed.
- 3.3 Where an application contains **major*** discrepancies, the application will be returned to the applicant by DCC with an explanation (defective application letter) and invitation to re-submit or withdraw from the Scheme. In the event of withdrawal, any fee will be refunded.

Examples of minor and major discrepancies are listed below.

No	Major Discrepancy*	Minor Discrepancy*
1	Missing / incorrect fee or fee returned to drawer when cashed	Minor errors / omissions with application form
2	Missing gas or electrical EICR reports or tenancy agreements (unless applicant has proven track record of compliance <u>and</u> officer is confident that paperwork is forthcoming).	Gas or electrical safety certificates due to expire before application can be determined
3	Entire sections of application form not filled in and signed	Missing gas or electrical PIR reports or tenancy agreements where applicant has proven track record of compliance <u>and</u> officer is confident that paperwork is forthcoming
4	Urgent works required to gas and / or electrical reports	
5	Where a 'defective application' letter has not been complied with	

4. Determination Stage

4.1 Where a fully completed application has been received and acknowledged, the property will be awarded **provisional assured status**. This will allow the landlord/agent to access the benefits of the assured scheme. The provisional status will remain in place until such time as a primary property inspection has been carried out by the inspecting officer. Following the inspection, the application will receive a final determination, leading to either full property assurance or refusal (see below).

4.2 DCC will arrange and carry out a primary property inspection to assess compliance (or otherwise) with the Code terms and conditions, before making any determination. The landlord/agent is responsible for ensuring that all parts of the dwelling are accessible to the inspecting officer. This will result in one of the following outcomes:

- **Full property assurance status.** This will apply in cases where, after a primary property inspection, either no remedial work is deemed necessary in order to meet the standard, or the property is deemed capable of meeting the full standard within a reasonable timeframe set by the inspecting officer. A full property assurance certificate will be issued, with or without any time related conditions attached. The applicant will also receive a self-adhesive window sticker to display at the assured property.
- **Assurance refusal.** This will apply primarily in cases where the property falls significantly short of the necessary Code standards and is not capable of being brought up to standard in a reasonable timeframe.

Landlords/agents should be aware that where a Category 1 or enforceable Category 2 HHSRS hazard is found, this could result in formal action being considered under the Housing Act 2004. A refusal will also be considered in cases where there are serious concerns over the ability of any person(s) named in the application to manage the property effectively. In all cases, the refusal decision will include full details of why the application has been refused and what is required to address any concerns.

For properties already subject to mandatory licensing, they will automatically be deemed to have reached the assured standards and will be issued with an assured certificate and window sticker.

- 4.3 Landlords/agents who dispute the findings of a primary property inspection, specifically either in relation to the nature/extent of remedial works or the timeframe for compliance may, in the first instance, seek a second opinion of a senior DCC officer. It follows that the senior DCC officer may confirm, vary or quash the inspecting officer's findings. If the landlord/agent disputes the senior DCC officer's decision, then s/he can request the matter to be dealt with by way of a Hearing, in accordance with part 7 of this procedure note.

5. Compliance Stage

- 5.1 Landlords and agents will be expected to comply with all part of the Code at all times and generally, any Code breaches will be taken very seriously.
- 5.2 In addition to carrying out a primary property inspection, DCC will ensure that at least one additional compliance survey will also be carried out within the time period specified in the assurance certificate. This will generally be for the purpose of checking that works required to reach full assurance status have been carried out within the agreed time table. The landlord/agent is responsible for ensuring that all parts of the dwelling are accessible to the inspecting officer.
- 5.3 Where the identified works have not been fully rectified within the specified timeframe, the landlord/agent will receive a warning notice of intention that the property will have its assured status revoked 28 calendar days from the date of the notice, unless all of the aforementioned works have been completed and checked prior to the revocation date. Landlords/agents of properties issued with a revocation will be required to provide a full new application (and fee) if s/he wishes to re-join or re-apply.
- 5.4 If, at any time, DCC become aware of serious concerns about:
- property standards,
 - management practices,
 - fraudulent activity, or
 - deliberately misleading information on the application form

An immediate investigation will be carried out. Unless there are exceptional mitigating circumstances, an applicant's loss of 'fit and proper person' status

will result in scheme exclusion for their entire assured portfolio. Other cases will be dealt with on merit and as always have close regard to the health, safety and welfare of the occupying students.

Other legal action may be considered by the appropriate enforcing authority, where there are any significant breaches of legislation.

- 5.5 In addition to the property inspection programme applicants will also be required to send in any new certificates for gas and electrical safety, where the current certificates expire before the end of the assured period.
- 5.6 Where assured status has been withdrawn in respect of any property, DCC will consider how this may impact upon other properties in the scheme belonging to the same person or organisation.
- 5.7 Landlords/agents aggrieved at a decision to revoke assured status in accordance with paragraphs 5.3 or 5.4 above, can request the matter to be dealt with by way of a Hearing, in accordance with part 7 of this procedure note.

6. Other Matters

- 6.1 DCC will continue to provide a reactive service to deal with enquiries from landlords, student occupiers and other residents. This will be enhanced by the provision of regular surgeries and drop in events where persons will be able to meet with DCC officers on a one to one basis.
- 6.2 DCC will continue to provide free and impartial advice to owners, landlords and agents where possible on issues such as carrying out property repairs and improvements and compliance with property standards.
- 6.3 Member landlords and agents will be invited to an Annual General Meeting to discuss the Scheme progress and ways in which it can be improved. In addition, a series of seminars will be held and / or material circulated throughout the year to disseminate information on a variety of topics.

7. Appeals and Dispute Resolution

- 7.1 The principal aim of the Scheme is to improve the health, safety and welfare of the student occupiers, through the delivery of better housing standards and management practices. It is in the interests of DCC, landlords, agents, students and the wider community for everyone to observe good working relationships.
- 7.2 Disputes arising from landlord / tenant issues should be dealt with as far as possible as a private issue between the parties. Tenants are advised, in the first instance, to put any continuing concerns in writing to their landlord/agent, and allow a reasonable time for them to be resolved. In addition, tenants have the right to report these matters to statutory enforcement agencies for advice and/or assistance, or to seek redress through the courts.

- 7.3 In striving to maintain good working relationships, officers from DCC will lead by example and act in a courteous and professional manner at all times. When asked for clarification, they will provide full explanations for their actions and decisions. Written correspondence will, where possible, be in plain English. Where works are required to individual properties, the time scale and any alternative ways of compliance will be discussed with the applicant prior to sending out any correspondence.
- 7.4 Where landlords/agents are aggrieved by a decision in paragraphs 4.3, 5.3 or 5.4 above, they may first request that a senior officer of DCC reviews the case. This request should be in writing and include full details of the reasons for the case review. Upon consideration of all of the relevant matters, which may include a site visit to carry out a re-inspection, the inspecting officer's decision will be confirmed, varied or quashed. Frivolous or vexatious matters will be dismissed.
- 7.5 Persons who remain aggrieved at the decision of the senior DCC officer may request that the matter is dealt with by way of a Hearing, based on information available at the time that the original decision was made. The Hearing process is as follows:
- The aggrieved party must provide a written submission to the Head of Environment, Health and Consumer Protection setting out clearly the subject of the dispute.
 - The Hearing Panel will consist of the Head of Environment, Health and Consumer Protection, a senior manager from DCC and a '*dispute resolution representative*'. Within a minimum of 7 days from the date of any Hearing, the Panel will seek written correspondence from the DCC officers involved in the case.
 - Upon receipt of all relevant information, the Hearing Panel will decide whether the dispute can be dealt with by way of written submission or if a hearing is deemed necessary. A final decision will also be made on whether the matters are considered frivolous or vexatious.
 - If a hearing is deemed necessary, this will be held within 20 working days where possible.
- 7.6 The decision of the Hearing Panel is final, for all matters relating to the Scheme. Where a unanimous decision can't be reached by all Panel members, each Panel member will possess an equal vote and a majority decision will suffice.
- 7.7 Where the matter brought to the Hearing also involves issues outside of the direct jurisdiction of the Hearing (e.g. return of rent deposits, claims for damages, civil matters etc.) then the parties will be advised to progress the matter with the relevant arbiter.

In this part, a '*dispute resolution representative*' means a local arbiter, independent of DCC. A list of arbiters will be maintained by DCC and, where

practical, the landlord/agent responsible for instigating Hearing proceedings, wherever possible, will be able to choose an arbiter from the list.