

North Lincolnshire

# LANDLORDS' FORUM ACCREDITATION SCHEME



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## Aims of the scheme

The aims of the scheme are to encourage, acknowledge, raise awareness and actively promote good standards and management practice by landlords, and to assist landlords and tenants to undertake their respective responsibilities to each other.

North Lincolnshire Council will give guidance on compliance upon request.

The scheme also encourages and acknowledges responsible behaviour by tenants through an accredited tenant scheme.

The scheme comprises an element of self-regulation and accordingly relies on a degree of goodwill and trust on the parts of landlords, tenants and North Lincolnshire Council.

It is a requirement of the scheme that the physical condition of dwellings, the level of provision of basic amenities and management practices, are fair and reasonable, and not liable to be prejudicial to the health, safety and welfare of tenants or the surrounding neighbourhood.

Signatories to the scheme must ensure that in addition to complying with the requirements of the scheme, they also comply with their legal obligations.

### **Compliance with the Scheme will ensure that:**

- Landlords, tenants and community members will enjoy the benefits of good dwelling conditions, competent management and considerate neighbourly behaviour.
- Misunderstandings and disputes are reduced.
- Where problems do occur they are resolved promptly.

## North Lincolnshire Council's responsibilities

- Work in close partnership with landlords, the local bona fide landlord associations and other key private rented sector stakeholders.
- Administer and monitor the scheme including undertaking compliance audits.
- Maintain a database record of accredited landlords and tenants.
- Be responsible for the issuing, administration, suspension and revocation of accredited status.
- Provide general help and advice e.g. standards.
- Provide information on changes and likely pending changes in legislation by such means as landlord forums, newsletters, website and through local landlord associations.
- Assist landlords and tenants to achieve accreditation status.
- Provide advice on energy efficiency measures.
- By agreement with accredited landlords, provide and advertise a public list of dwellings available to let.
- Actively promote the accreditation scheme across its geographical area.
- Provide incentives to join the scheme.
- Provide a resolution service for tenant/landlord disputes.
- Provide a resolution service for tenant/tenant disputes, or signpost tenants to named arbitration services.
- Regularly consult with accreditation scheme stakeholders and act positively on feedback.

## How the scheme operates

### On application, landlords will:

- be committed to partnership working.
- participate in and promote the accredited tenant scheme.
- for the sole purpose of enabling audits to be carried out, provide North Lincolnshire Council with a full list of dwellings owned or managed by them which will be held in strictest confidence.
- provide access to dwellings for North Lincolnshire Council or persons appointed by the North Lincolnshire Landlords' Forum to carry out audits.
- ensure that all their dwellings meet the requirements of the scheme, or alternatively:
  - a. where a minority of a landlord's dwellings are not fully compliant, apply to North Lincolnshire Council for a concession and agree a dwelling upgrading plan to upgrade, within a reasonable timescale, any dwelling that does not fully meet the requirements of the scheme, and accordingly inform any existing or prospective new tenants of this arrangement.
  - b. be given the reasons in writing if their application is unsuccessful.
  - c. be entitled to a right of appeal to an independent body, as specified by North Lincolnshire Council, for example by making suitable arrangements with the Independent Housing Ombudsman Service, if their application is unsuccessful.

### Accredited landlords

On receipt of an application for accredited landlord status, North Lincolnshire Council will ensure as far as is reasonably practicable, that the landlord is responsible, competent and suitable to be a member of the scheme.

Following successful application, and satisfactory outcomes to some dwelling condition and management compliance checks by North Lincolnshire Council, landlords will be awarded the status of accredited landlord.

### Public Register

The names of accredited landlords, sufficient only for publicity and promotional purposes, are a matter of public record, and are readily available for public reference.

Landlords, for the purpose of the promotion of their business, will have their details displayed on the North Lincolnshire Councils internet website.

### Dispute Resolution

Persons wanting to raise complaints about, or resolve disputes regarding the scheme, should refer them to North Lincolnshire Council. North Lincolnshire Council will seek a response from the landlord/tenant before advising the parties that it proposes to deal with the matter. This might involve:

- mediation
- arbitration
- formal investigation
- referral to a Review Panel

Where disputes are referred to a Review Panel, they will consider the nature of the dispute, the representations of the landlord, the tenants and any other relevant parties, and decide, if necessary, on an appropriate resolution.

Where an accredited landlord has not fulfilled their dwelling upgrading plan obligations, North Lincolnshire Council will investigate, and if not resolved, will refer the matter to a Review Panel hearing, at which the landlord will have the opportunity to make representations.

Landlords wishing to make a formal complaint about the operation of the scheme can do so to the same independent body. The Scheme Review Panel will consider the findings and recommendations of the independent body and act on them accordingly.

Landlords who lose their accreditation status following the decision of the Review Panel will be entitled to make an appeal against the decision to an independent body as specified by North Lincolnshire Landlords' Forum.

Landlords who lose their accredited status will no longer be participants of, or eligible for, any of the benefits of the scheme.

The Review Panel will consider the reinstatement of accreditation status if the landlord is able to demonstrate that following remedial action they are capable of meeting the requirements of the scheme.

Disciplinary action will be reported in an open and transparent way to demonstrate that the scheme is being enforced.

## MARKETING - COMMENCEMENT OF TENANCY

### Requirements of the Landlord Accreditation Scheme LANDLORDS WILL ENSURE THAT:

Prospective tenants are provided with a copy of any contractual terms under which a dwelling is offered and, where requested, are permitted sufficient time, normally not less than 24 hours, within which to seek independent advice regarding those contractual terms.

Monies are only received prior to the signing and completion of a letting agreement as a non-returnable deposit, if the accommodation is reserved for an agreed specified period and for which a receipt must be given. Any incidental costs likely to be incurred should be clearly stated in writing.

### They make tenants aware of the accredited tenants scheme

#### Utility etc. Charges (Gas, Electricity, Telephone)

The tenant is clearly informed as to who is responsible for the payment of all utility charges and Council Tax and that this responsibility is accurately stated in the terms of the letting agreement.

#### Other Service Charges

Where any service charges are levied by the landlord, that such services and charges, and the method of arriving at such charges, are properly specified and detailed in the letting contract.

Tenants are provided with pre tenancy information on the landlord's standard operating procedures.

Where transactions by Bank transfer are made and where requested by a tenant, an account will be provided to the tenant at least annually for all monies demanded, whether for rent, deposit, utility or service charge. Where transactions are undertaken in cash or cheque a written receipt will always be provided by the landlord.



**Letting Agreements**

There is a proper written tenancy agreement.

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.

The name and current business address of the landlord/agent is stated on the agreement together with the address and telephone numbers of any managing agent or person(s) acting on behalf of the landlord.

Where there is any relevant change of address, the tenant should be notified within 24 hours of the new address and telephone number.

Letting agreements are written in clear legible English containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this scheme.

Where a fee is charged for arranging a letting agreement and renewal, then prospective tenants should be clearly informed of this in advance.

**Inventory**

A basic inventory and schedule of conditions is carried out at check-in, if possible in the presence of the tenant. The inventory will be initialled on all pages by both parties and signed and dated by them on the last page. North Lincolnshire Council will provide advice on good practice in managing inventories if requested, including the use of video material.

There is a proper check-out inventory, if possible in the presence of the tenant. The inventory will be initialled on all pages by both parties.

### **Anti Social Behaviour**

The letting agreement should include a clause requiring the tenant not to cause a nuisance or annoyance. This means that landlords will use reasonable endeavours to achieve compliance. North Lincolnshire Council will provide assistance to the landlord.

### **Pre-tenancy Repairs etc.**

At the commencement of the tenancy, or other date mutually agreed with the tenants, all obligations on the part of the landlord with regard to repairs, dwelling maintenance and improvements have been fully discharged.

New tenants are provided with details of the dwelling upgrading plan where the dwelling is subject to one as part of the landlord working towards full accreditation.

Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake upgrading should be confirmed in writing.

## **DURING THE TENANCY**

### **Ensuring Possession**

#### **LANDLORDS WILL ENSURE THAT:**

New tenancies do not commence until the existing one has finished.

#### **Access**

Where access is required for routine inspection(s) or viewing, the tenant(s) receive notification of the date, time and purpose of the visit not less than 24 hours in advance, unless otherwise agreed, and with the exception of circumstances where issuance of such notice is impracticable.

Tenants' privacy and entitlement to unnecessary intrusion is respected.

#### **Conduct**

Business is pursued by him/her in a professional, courteous and diligent manner at all times.

They do not act in such a manner that brings the accreditation scheme into disrepute.

**Scheme Awareness**

If requested, tenants are given a copy of the scheme at the commencement of their tenancy. Sufficient numbers of copies for this purpose will be provided by North Lincolnshire Council.

**Repairs and Maintenance**

All dwellings are maintained in a satisfactory state of repair. That 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 of residents or serious damage to buildings or internal contents - within 24 hours of report of defect. In circumstances where this is not practicable, landlords will make best temporary arrangements.

**Priority Two - Urgent Repairs:** repairs to defects, which materially affect the comfort or convenience of the residents - within five working days of receiving a report of a defect.

**Priority Three - Non Urgent day to day repairs:** reactive repairs not falling within the above categories - within 28 working days of receiving a report of a defect.

With the exception of emergency repairs, the date on which the repair was reported to the landlord in writing shall be the start date for the repairs completion timescale.

Tenants are provided with a point of contact in case of emergency.

Decorative finishes for which they have responsibility are made good within a reasonable timescale if damaged or disturbed during repairs.

**Planned Programmes  
of Repair/  
Improvement and  
Cyclical Repairs  
Programmes**

**LANDLORDS WILL ENSURE THAT:**

Maintenance and servicing tasks which can be carried out in a planned and cyclical manner and which are the responsibility of the landlord, are carried out with due regard to the convenience of tenants.

With the exception of emergencies, tenants will be notified prior to attendance by contractors to undertake repairs.

Where contractors and trades persons are undertaking works in occupied premises, it is written into the contract that they remove all redundant components and debris from site on completion of works in a reasonable time and behave in a professional and courteous manner at all times whilst at the premises.

**Visual appearance**

Within the landlord's responsibilities and reasonable endeavours, the visual appearance of dwellings, outbuildings, gardens/yards and boundaries is maintained in a reasonable state so as not to detract from the visual amenity of the area.

**Furniture and  
storage space**

All furnishings and furniture provided by the landlord are in satisfactory condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations.

**Kitchen Facilities**

Each kitchen contains facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen, unless provided by the tenant.

**Toilet and Personal  
Washing Facilities**

An adequate number of suitably located W.C.'s baths and/or showers and washbasins are provided with constant hot and cold water supplies as appropriate, which are suitable for the number of occupants.

**Overcrowding**

Dwellings are not knowingly overcrowded.

**HEALTH AND SAFETY****Gas Appliances and Supply****LANDLORDS WILL ENSURE THAT:**

All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with current Gas Safety (Installation and Use) Regulations.

Documentation giving verification of annual gas safety checks by a CORGI registered gas installer will be provided to tenants (or put on display in the dwelling), made available to North Lincolnshire Council and given to new tenants on moving in.

Clear written instructions in the safe use of all central heating and hot water systems are available on request.

**Liquefied Gas, Paraffin Heaters and Appliances****LANDLORDS WILL ENSURE THAT:**

Portable bottled gas or paraffin heaters will not be provided as a heating source.

Oil fired heating systems are serviced in accordance with the manufacturer's recommendations.

**Electrical Installations and Appliances**

All electrical installations provided by the landlord are certified as safe by a competent electrician in accordance with the current relevant legislation. It is recommended that a document of verification is obtained showing that the electrical wiring of the dwelling(s) is in a safe and satisfactory condition and stipulating the timescale within which the next safety check should be carried out.

All components used in electrical wiring installations and repairs comply with the relevant international standards and all appliances will be installed in accordance with manufacturers' instructions.

Reasonable steps are taken to ensure that all electrical appliances provided by them under the terms of the tenancy are functioning effectively, in accordance with manufacturers' operational limits, and in a safe manner. Portable Appliance Testing (PAT), would be one satisfactory method of ensuring this.

Appliances are regularly visually inspected for wear and tear and any defects remedied.

Instructions in the safe use of all electrical appliances (including cookers, space and water heaters, refrigerators and freezers) will be given upon request.

### **Lighting and ventilation**

All dwellings are provided with adequate natural and artificial lighting and ventilation.

### **Energy Efficiency**

All dwellings are provided with a reasonable level of energy efficiency measures and to include as a minimum hot water tank and exposed pipe lagging and adequate insulation to roof void areas, where appropriate.

Energy efficiency improvements are incorporated, where practicable, into refurbishment schemes.

Tenants are given advice upon request, or signposted to an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided. North Lincolnshire Council will assist with the provision of such information.

### **Space heating**

All dwellings are provided with adequate and suitable space heating. Efficient and economic fixed heating appliances, or a controllable central heating system, are required to be provided in principal rooms or bedsits, with suitable provision for other rooms.

### **Internal layout**

They do not let dwellings, or parts of, if the internal layout is likely to be prejudicial to the health, safety or welfare of the tenants or otherwise not reasonably suitable for occupation.

Rooms have an adequate floor to ceiling height. There is no prescribed minimum height, but seven feet ( 2.1 metres ) would normally be considered to be satisfactory. Each case will be looked at on its own merits depending upon all the circumstances.

**Fire Safety****LANDLORDS WILL ENSURE THAT:**

As a minimum all dwellings are provided with battery operated smoke alarms, suitably sited.

**Refurbishments**

When refurbishment is carried out, **singly occupied** dwellings will be provided with a mains wired smoke alarm system with detectors that comply with BS 5446 Part 1 and sited to protect the route of escape in case of fire.

Where such dwellings comprise more than one storey, smoke alarms shall be interlinked, with one detector at each level within the route of escape.

Smoke alarms shall be properly maintained in accordance with the manufacturers' instructions.

**Tenants are informed of their responsibilities to treat the alarm system with respect.**

**HMOs**

**Houses in Multiple Occupation (HMOs)** Houses in Multiple Occupation (HMOs) are provided with fire safety measures in accordance with current legislation and which may include by way of example:

- a fire escape route with a minimum of 30 minutes fire resistance.
- an automatic fire alarm system.
- an emergency lighting system sited to protect the route of escape.
- fire extinguishers and fire blanket.

The design and detail of the measures are determined in accordance with a fire safety risk assessment and in consideration of the local authority's HMO standards.

Fire alarm and emergency lighting systems installed in HMOs are properly checked and maintained by a competent approved electrician, not less than every 12 months, and that inspection certificates are provided and retained.

All exit routes within a dwelling such as hallways, landings and staircases, so far as they are under the control of the landlord and as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the dwelling in the event of a fire.

### **Fire safety guidance**

#### **LANDLORDS WILL ENSURE THAT:**

Clear guidance on fire safety will be provided to residents at the commencement of the tenancy or the tenants sign posted to a suitable advisory agency. The necessary information will be provided to the landlord by North Lincolnshire Council.

### **Security Measures**

They consider and implement where appropriate, measures recommended by local Police Authority backed crime prevention initiatives.

Security grilles on doors and windows are used responsibly and in consideration of fire safety, appearance and the need for their use at all.

External doors and frames are secure and fitted with a secure locking system.

In high risk Houses in Multiple Occupation, to help avoid delay in escaping in case of fire, all accommodation doors, final exit doors and any other doors through which a person may have to pass, should be so fastened and maintained that they can be easily and immediately opened from the inside **without the use of a key.**

Ground floor and upper storey windows accessible from ground level are of sound construction and resistant against unauthorised entry.

If present, burglar alarm systems have a 20 minute cut out and a key holder nominated.



**Hygiene and  
Waste Disposal**

All facilities for the storage, preparation and cooking of food will be capable of being readily cleaned and being maintained in a clean and hygienic state by the tenants.

All floor coverings in kitchens, bathrooms and W.C.'s are capable of being readily cleaned with suitable domestic disinfectant products, where appropriate.

All dwellings will be provided with suitable refuse disposal facilities sufficient for the number of occupants, as advised by the local authority's waste collection service.

Landlords should inform tenants of the required refuse storage and collection arrangements.

All appropriate steps are taken to enforce all tenancy agreement clauses relating to proper refuse disposal.

**AT THE END OF THE  
TENANCY LANDLORDS WILL ENSURE THAT:**

Deposits are administered efficiently and reasonably by the landlord or their nominee, and are not withheld for any purpose other than that for which they were levied.

The tenancy agreement specifies:

- how the deposit is held.
- by whom.
- what the deposit is held for.
- who will receive the interest.
- the maximum period after the end of the tenancy by which the deposit will have been returned, subject to the resolution of any dispute.
- how any disputes over the deposit will be resolved.

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 dwelling expected at the end of the tenancy.

Once fully receipted invoice accounts have been provided by tenants, all deposits (or balances on deposits) shall be returned to tenants within the timescale agreed in the tenancy or an explanation provided as to why a variation may be needed.

## COMPLAINTS

### LANDLORDS TO UNDERTAKE TO:

Have a written procedure for dealing with complaints, which is given to each tenant at the start of the tenancy.

The aim should be to resolve complaints quickly and fairly so that a line can be drawn under them and the parties can move onto a more constructive relationship for the remainder of the tenancy.

### Good practice:

- complaints may be made orally or in writing to the landlord/tenant, but if they cannot be resolved by the landlord/tenant they must be put in writing so that they can be considered externally.
- however made, complaints should be formally registered by the landlord so their progress can be tracked.
- the complaints procedure should be completed as quickly as possible to minimise the damage to the landlord-tenant relationship.
- Landlords are encouraged to join the Independent Housing Ombudsman Scheme in order that any complaints or disputes, which fail to be resolved within the scheme, can be referred to the Ombudsman for their consideration.

North Lincolnshire Council will provide advice on appropriate complaints procedures.

### IMPORTANT NOTES

North Lincolnshire Council reserves the right at any time to amend the content of the scheme or its operation subject to consultation with the North Lincolnshire Landlords' Forum.

Adoption of the landlord accreditation scheme and compliance or non-compliance with the provisions of the scheme do not affect the statutory rights of people seeking housing. Members of the scheme agree to comply with and accept that amendments to the content and or operation of the scheme can be made by North Lincolnshire Council subject to consultation with North Lincolnshire Landlords' Forum, whereupon members of the scheme will be notified of any changes.

North Lincolnshire Council does not have control over the management or condition of the dwellings covered by the scheme and therefore cannot be held responsible or liable for them.

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## YOUR DETAILS

Surname:

First Names:

Trading As (if appropriate):

Address for Correspondence:

Postcode:

Tel.No:

Email Address:

## DETAILS OF ANY JOINT OWNERS

Surname:

First Names:

Trading As (if appropriate):

Address for Correspondence:

Postcode:

Tel.No:

Email Address:

## DETAILS OF MANAGING AGENT

Surname:

First Names:

Trading As (if appropriate):

Address for Correspondence:

Postcode:

Tel.No:

Email Address:

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## PROPERTY DETAILS

<b>Property Address</b>	<b>Acquisition Date</b>	<b>Tenanted Yes/No</b>	<b>Vacant (Date)</b>
1.			
2.			
3.			
4.			
5.			

**NOTE: if necessary, please provide details of additional properties on a separate sheet**

### **DECLARATION**

I/We confirm that I/We have read and understood the Code of Practice of the North Lincolnshire Accreditation Scheme and that all properties meet the necessary accreditation standards, subject to any transitional arrangements agreed by the Scheme.

I/we confirm receipt of the Code of Practice and declare that to the best of my/our knowledge and belief that the information in this application is correct.

SIGNED:

PRINT NAME:

DATE:

