

Code of Management and Practice

2019/2020

Promoting responsible renting of student housing in the city of Southampton

***As a Landlord of an Accredited Property, I agree to:***

1. Act in a fair, honest and reasonable manner in all my dealings with Tenants and respect their rights to Peaceful and Quiet Enjoyment of the property.  Not discriminate against any person who has a protected characteristic e.g. gender reassignment, race or on the basis of age, 'marriage or civil partnership.
2. Comply with all requirements of the **Tenant Fees Act**
3. In accordance with the “Right To Rent” check each Tenant’s **Right To Rent** the property.
4. Adhere to the **Tenancy Deposit Protection Scheme** and any other applicable statute, correctly handle and manage any deposit paid by the Tenant and issue the associated prescribed information as required by law. Unless I have good legal cause, I will return promptly at the end of the tenancy any deposit paid by the tenant. Engage in the Tenancy Deposit Scheme Dispute Resolution Service when requested to do so
5. When Issuing an Assured Shorthold Tenancy agreement, supply a copy of the governments’ "**How to Rent Checklist."**
6. Ensure that all living accommodation and any furniture and appliances supplied by the landlord must be in a clean condition at the start of each letting
7. Have overall responsibility and accountability for the management of the tenancy throughout the duration of the contract. Acknowledge promptly all written communications received from the tenant and respond appropriately to any communication. When requested, provide the tenant with a written statement of their tenancy account.
8. Prior to making an application for accreditation through SASSH, ensure that any HMO which should be licensed under the mandatory or additional HMO licensing scheme has the appropriate licence, or has an application for a license already submitted to Southampton City Council and that all Conditions attached to the HMO Licence have been/will be fully complied with.
9. Subject to statute, hold and remain responsible for all relevant safety certificates in respect of gas/ electrical installations and appliances in the property, providing full copies of these for the tenant.
10. Ensure that all disrepair or defects in the property for which I am responsible will be attended to promptly with minimum disturbance to the tenant. This includes any damage caused, which may leave the property vulnerable to unauthorised entry
11. Emergencies excepted, give the tenant reasonable notice (at least 24 hours and in writing, stating reasons, unless the agreement of the tenants is given to forgo this) when access to the property is required by the landlord, agent or contractor.
12. Before proceedings are commenced, notify the tenant in writing of any breach of the tenancy agreement that is to be used as a basis for legal proceedings against the tenant.
13. Subject to statutory rights of appeal, comply with all statutory notices served by a local authority.
14. Inform the appropriate SASSH partners in writing if any of my accredited properties change ownership during the accreditation period.
15. Actively respond to complaints from neighbours and other parties about anti-social behaviour from tenants in any of my accredited properties.
16. Not advertise or claim any property as being accredited under SASSH unless an application has been made to the SASSH partnership and accepted for accreditation for the current or forthcoming academic year.
17. Not act in such a manner that brings the Southampton Accreditation Scheme for Student Housing into disrepute.
18. Co-operate with any of the SASSH partners and allow access for inspections to ensure that tenants are advised in advance of any checks.
19. Not undertake, or assign to others, the unauthorised advertising or marketing of my properties or business in the grounds or buildings of the Halls of Residence or campus at either of the city’s Universities. I am aware that this unauthorised activity may constitute trespass.
20. Ensure that ‘To Let’ boards and any other advertising boards or materials are only displayed for the minimum time and/or are removed once the property has been let.
21. In the event that a student is unable to undertake their place of study at the university. Take all reasonable steps to release a tenant from contract