



Southern Landlords Association
CODE OF PRACTICE

1. Foreword and Application of the Code

This Code is intended to apply primarily to landlords who manage their own properties and be used as guidance when letting property. Some of the Code refers to Statute whilst some references are advisory. It is emphasised that this abridged version is only an introduction to the Code of Practice.

2. Aims of the Code

To:-

- 2.1. provide a statutory statement of standards for all private residential landlords.
- 2.2. ensure a good standard of service within the private rented sector.
- 2.3. ensure compatibility with standards used by agents.
- 2.4. clarify relevant statutory obligations.
- 2.5. provide for a means of resolving disputes.
- 2.6. provide a national standard for the provision of housing which local authorities will endorse.

3. Members would meet the high standards of behaviour expected of them:-

To:-

- 3.1. act honourably:-
 - 3.1.1. never put your own gain above the welfare of your clients or others to whom you have a professional responsibility. Always consider the wider interests of society in your judgements.
- 3.2. act with integrity:-
 - 3.2.1. be trustworthy in all that you do – never deliberately mislead, whether by withholding or distorting information.
- 3.3. be open and transparent in your dealings
- 3.4. always treat others with respect
 - 3.4.1. never discriminate against others.
- 3.5. set a good example
 - 3.5.1. remember that both your public and private behaviour could affect your own, SLAs' and other members' reputations.
- 3.6. comply with relevant laws and regulations

4. Business conduct

- 4.1. Dishonesty deception or misrepresentation shall not be used.
- 4.2. Bills shall be paid within the terms of payment.
- 4.3. References shall not be disclosed to outside parties.
- 4.4. Good principles and the law relevant to residential landlords shall be observed.

5. Management Duties

When dealing with tenants the landlord must:-

- 5.1. comply with the law and all local authority requirements.
- 5.2. respond promptly to all reasonable requests.
- 5.3. have a written contract between themselves and any manager.
- 5.4. have ultimate authority over any Manager.
- 5.5. not discriminate on grounds of sex, race, age, religion, marital status or disability.
- 5.6. respect the tenant's rights as set out in the tenancy agreement.
- 5.7. not interfere with the peace and comfort of residential Occupiers.
- 5.8. have policies and procedures for responding to alleged incidents of harassment.
- 5.9. have policies and procedures for dealing with management matters.
- 5.10. communicate accurately, clearly, concisely and courteously.
- 5.11. dispatch communications by appropriate means.

- 5.12. give normal contact telephone numbers.
- 5.13. give emergency contact telephone numbers and have suitable procedures.
- 5.14. give an address for notices.
- 5.15. ensure that there is no overcrowding of dwellings.
- 5.16. keep information about tenants confidential.
- 5.17. assist tenants in understanding their tenancy agreement.
- 5.18. deal with written applications expeditiously.
- 5.19. regularly inspect the property.
- 5.20. ensure rents and charges are lawful.
- 5.21. maintain efficient records relating to the building.
- 5.22. where applicable register under the Data Protection Act.
- 5.23. consult with representative organisations.
- 5.24. advise tenants on statutory benefits.
- 5.25. keep themselves informed of developments in the law.
- 5.26. make use of improved services provided by local or national associations.
- 5.27. if resident abroad comply with the inland Revenue tax requirements.
- 5.28. consider using arbitration/mediation instead of litigation.
- 5.29. consider enforcing conditions of occupancy following complaints.
- 5.30. have policies and procedures for handling tenant disputes.

6. Accounting for Payments from Tenants

For each tenant you should:-

- 6.1. keep separate accounts.
- 6.2. keep formal records of all money received or expended and the current balance.
- 6.3. every 14 weeks reconcile tenant ledger balance with monies due.
- 6.4. send a statement at least yearly or when the tenant is in arrears.

7. Deposits

- 7.1. Shall be held in accordance with the appropriate Act.
- 7.2. Tenants shall be given a statement as to why deposit is held.
- 7.3. Should be returned promptly or tenants should be given written reasons for withholding deposit.

8. Rent Payments

Tenants shall be given:-

- 8.1. rent demands which are clear and easily understandable.
- 8.2. a rent book or the legal equivalent, if rent is paid weekly.
- 8.3. an explanation of how arrears have arisen.
- 8.4. at least the minimum period prescribed by law of the landlord's intention to seek possession of their homes.
- 8.5. Review of rent:-
 - 8.5.1. for regulated tenancies rent reviews must be in accordance with the relevant legislation.
 - 8.5.2. for Assured Shorthold tenancies rent reviews must be in accordance with the relevant legislation.
- 8.6. Housing Benefit Applications:-
 - 8.6.1. The landlord shall co-operate where appropriate with a Tenant's claim for housing benefit and repay any legitimate overpayments.

9. Services

Services shall be:-

- 9.1. normally governed by the terms of the tenancy agreement.
- 9.2. routinely monitored for cost effectiveness.
- 9.3. applied where appropriate in accordance with Part 11 of the Environmental Protection Act 1990.
- 9.4. Landlords must ensure that:-
 - 9.4.1. water supplies are kept wholesome.
 - 9.4.2. they comply with the law regarding gas installations and fittings.
 - 9.4.3. they comply with their duty of care.
 - 9.4.4. common areas are kept clean in accordance with the tenancy agreement.

- 9.4.5. shared garden areas are kept tended in accordance with the tenancy agreement.
- 9.4.6. space heating in common areas and domestic hot water systems are properly maintained.
- 9.4.7. they comply with the Fire Precautions Act 1971.
- 9.4.8. they comply with the 1988 Regulations in respect of furnishings and upholstery.
- 9.4.9. the charge for electricity and telephone services recharged comply with the relevant regulations.
- 9.4.10. where applicable tenants make satisfactory arrangements for the supply of public utility services.
- 9.4.11. any contractors or staff comply with the Health and Safety at Work etc Act 1974.
- 9.4.12. carry out Risk Assessment as required by the Health and Safety at Work etc Act 1974.

10. Contractors

All contractors that are engaged shall:-

- 10.1. be suitable and comply with the 1994 Regulations where appropriate.
- 10.2. have their duties defined and have their performance reviewed in accordance with a written contract.
- 10.3. demonstrate that they comply with Health and Safety legislation.
- 10.4. have public liability insurance.
- 10.5. be employed by the landlord or his management company.
- 10.6. Note: If your expenditure on building and repair works exceeds £1M per year you are required to register with the Inland Revenue.

11. Repairs

The responsibility for repairs:-

- 11.1. is as set out in the tenancy agreement.
- 11.2. if the tenancy was granted on or after 24 October 1961 for less than seven years, is by law normally the landlord for the exterior of the dwelling. The landlord is also responsible for keeping in repair sanitary, water, gas, electricity water heating and space heating installations
- 11.3. is not always the implied statutory obligation of the landlord.
- 11.4. for flats let on tenancies after 15 January 1989 rests with landlords for most common parts of the building and installations if they are under the landlord's control.
- 11.5. to paths, driveways, car parking areas, gutters, down pipes and gullies is the responsibility of the landlord.
- 11.6. Landlords should:-
 - 11.6.1. have an established procedure for dealing with urgent repair work.
 - 11.6.2. deal promptly with Tenants' reports of disrepair.
 - 11.6.3. follow the procedure given in the tenancy agreement for inspection of the property at reasonable times and with reasonable notice.
 - 11.6.4. ensure that tenants are aware that it is a legal requirement for landlords to be given access and reasonable facilities to do repairs,
 - 11.6.5. give as much notice as possible when access is required.
 - 11.6.6. ensure that the tenancy contains a provision for entry in emergencies.
 - 11.6.7. ensure repairs are completed in a reasonable time.
 - 11.6.8. ensure repair work should be cost effective taking into account durability and time.
 - 11.6.9. if employing a managing agent, discuss a programme of cyclical maintenance for those facilities for which they are responsible.
 - 11.6.10. if appropriate employ suitable consultants/specialists to advise on building works.
 - 11.6.11. comply with the appropriate codes of practice to ensure the safety of residents and the workforce.
 - 11.6.12. identify the relevant Health and Safety Codes and Regulations that affect the management of their property,

12. Development Works

- 12.1. Construction work should be carried out so that tenants retain the quiet enjoyment of their homes.
- 12.2. In any construction programme the tenant should be considered when planning timing and access.

13. Insurance

- 13.1. The obligations of the parties shall be as set out in the tenancy agreement.
- 13.2. Normal risks for the property and its facilities shall be insured.
- 13.3. Details of the building insurance shall be available when considering a claim.
- 13.4. Claims by tenants shall be processed promptly.
- 13.5. The landlord should pursue all claims taking specialist advice if required.
- 13.6. Adequate insurance for the provision of alternative accommodation shall be considered.
- 13.7. Insurance shall be arranged in accordance with your liability under the tenancy agreement.
- 13.8. Insurers should be notified of claims at the earliest opportunity.
- 13.9. Review tenancy agreement and damage deposit conditions to see whether any excess of insurance policy can be recovered from the tenant.
- 13.10. When employing direct labour display a copy of the current 'certificate of employers' insurance' at each place of business.
- 13.11. Select an insurance company taking into account premium, claims handling and general terms.

14. Information

Landlords must provide tenants:-

- 14.1. with an address in England & Wales for the serving of notices.
- 14.2. at the commencement of the tenancy, or within 21 days of a written request, with their name and address.
- 14.3. who are weekly tenants with a rent book or equivalent rent document.
- 14.4. Landlord's Change of Address:-
 - 14.4.1. If a manager is employed he should be notified of any change of the Landlord's address.
- 14.5. New Landlord:-
 - 14.5.1. Landlords acquiring new property must inform the tenants in writing of the purchase as soon as possible and, in any case, within specified periods.
 - 14.5.2. Until this notification, both the old and new landlords are liable for any breach of the landlord's covenants.
 - 14.5.3. Tenants should be notified following a change of Manager.
 - 14.5.4. Under a current assured shorthold tenancy the tenant must be provided with specified written details of the tenancy.

15. Resident/Tenant Associations

- 15.1. These can be an advantageous means of communicating.

16. Disputes between Occupiers

Landlords should:-

- 16.1. have policies and procedures for handling disputes between Tenants and their neighbours.
- 16.2. deal fairly with all parties.
- 16.3. on receipt of a complaint in writing investigate and if necessary seek to enforce the conditions of occupancy on other residents.
- 16.4. in considering enforcement action regard should be given to the availability of supporting evidence.

17. Complaints and Disputes about Managers by Tenants

Landlords should:-

- 17.1. have clear procedures for Tenants' complaints.
- 17.2. where staff are employed, ensure complaints are forwarded to a responsible principal for quick and fair resolution.
- 17.3. make their procedures commonly known with response times for the various stages.
- 17.4. have a procedure whereby if a manager is employed the complaint can be made directly to the landlord.
- 17.5. endeavour to resolve disputes by informal means before resorting to formal procedures.

18. Arrears

Landlords should:-

- 18.1. monitor whether rents are received when due. Inform tenant immediately if housing benefit paid direct to the Landlord ceases or is varied.
- 18.2. to avoid legal costs, make direct contact with the tenant and if necessary advise them to seek advice.
- 18.3. if legal proceedings are necessary comply with the law, obtaining advice from your local Landlords' Association or a solicitor.

19. Terminations of Tenancies and Vacation

Landlords should:-

- 19.1. serve the prescribed statutory notice and if necessary take court action.
- 19.2. be aware that they cannot take possession until the tenancy has come to an end and the tenant has vacated or a court order is obtained.
- 19.3. have a system in place to monitor the response from a tenant regarding the vacation of a property when notice has been served.
- 19.4. inspect the property within 24 hours following the vacation to see whether it has been returned to the condition specified in the tenancy agreement.
- 19.5. not return the Tenant's deposit until final inspection has taken place and they are satisfied that the deposit or part thereof is refundable. The grounds for retention of all or part should be provided to the former Tenant in writing.
- 19.6. notify the local authority and utility companies, if appropriate, of any change in occupancy.
- 19.7. investigate immediately if the tenant fails to vacate on the due date. If necessary legal action shall be taken and if applicable the legal protection insurers notified.

20. Tenancy Renewals

- 20.1. Tenancies that began before 15th January 1989 are generally regulated tenancies and renewals must comply with the appropriate legislation.
- 20.2. Tenancies that began on or after 15th January 1989 are usually assured or assured shorthold tenancies and renewals must comply with the appropriate legislation.
- 20.3. All necessary consents shall be obtained for tenancies that are to be renewed.
- 20.4. The landlord must have regard to the relevant legislation when increasing the rent payable during a statutory periodic Assured Shorthold Tenancy.
- 20.5. Relatives living with tenants who have regulated tenancies may have rights of succession on the death of the tenant.
- 20.6. A spouse of a tenant who has an assured periodic tenancy may have rights of succession on the death of the Tenant.

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