

## The Sulets Code of Standards for Shared Student Housing

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The Sulets code of standards for shared student housing is intended to create a minimum standard covering housing conditions and service levels to all students renting Sulets shared housing. This standard does not cover purpose built (Halls) accommodation which is covered by an alternative code of standards.

For the avoidance of doubt, all shared housing comprising of more than two unrelated persons constitutes a House in Multiple Occupation (HMO) irrespective of whether it is required to be licensed due to mandatory licensing or selective licensing as required by the Housing Act 2004 Part II.

### Landlords

This is the minimum standard that we expect you to achieve to be registered with Sulets.

### Tenants

This is the minimum standard that you should expect from your landlord. For the purpose of this document the term 'Landlord' shall include Sulets where Sulets is acting as the landlord either by virtue of ownership of the building or it has a lease on the building.

## Landlords shall ensure that:

### Equal opportunities

1.0 No person or group of persons shall be treated any less favourably than anyone else as a result of their race, colour, disability, sexual orientation, gender, religious belief, material status or social status.

### Pre-tenancy dealings

2.0 All property descriptions whether displayed on a website or in advertising literature shall be materially accurate and shall not contain any deliberate misrepresentation.

2.1 All tenants shall have the opportunity to inspect a tenancy agreement for at least 24 hours prior to entering into a tenancy agreement.

2.2 No monies for deposits or rents shall be payable prior to entering into an agreement to rent a property.

2.3 Tenants shall be issued with a tenancy agreement pertaining to the property prior to moving in to the property. The document shall be drafted in English with a minimum font size of 9 point.

2.4 Tenants are issued with a clear statement of how much the rent is and when it is due.

**2.5 Tenants clearly understand who is liable for the payment of water charges, utility charges (Gas and Electricity) internet access and Council Tax.**

**2.6 At the commencement of occupation of the property, the property shall be handed over in a clean state with all agreed pre-tenancy works completed.**

**2.7 In the event that at that commencement of occupation of the property a bedroom is not useable then no rent shall be payable on that room until it is usable. In the event that the room in question is a kitchen, living room or bathroom, the reduction shall be 50% of the total rent for all those tenants living in the building.**

**2.8 Tenants shall be provided with an inventory of the property listing the contents, their condition and all relevant utility meter readings at the time of taking occupation. Tenants shall be granted up to 7 days to return the inventory with any amendments to be agreed by both parties to the agreement.**

**2.9 Landlords shall ensure that the property is insured and that all necessary planning consents and approval from Mortgagees have been obtained prior to the grant of any tenancy.**

### **During the tenancy**

**3.0 Where mandatory licensing applies to a building or selective licensing applies (Part II Housing Act 2004) the landlord has the correct licence in place or an application has been lodged with the local authority and is waiting determination.**

**3.1 Where access is required for routine inspections or for the purpose of property viewings to prospective tenants, a minimum of 24 hours' notice shall be given but at all times the tenant's privacy and right to quiet enjoyment of the property shall be respected.**

**3.2 Condition 3.1 shall not apply where access is required in an emergency. For example where the safety of occupants is at risk or where the fabric of the building is serious at risk but in all cases respect for tenants' privacy and right to quiet enjoyment of the property shall be respected and any intrusion shall be kept to a minimum.**

### **Repairs**

**4.0 All properties shall be maintained so as to comply with (at a minimum) S11 Landlord & Tenant Act 1985 to ensure that the main fabric of the building including the walls, roof, floors, windows and the provision of heating and water are maintained to an adequate standard as required by law**

**4.1 Repairs shall be graded according to severity and actioned within the following time frame:**

**Priority One- Emergency repairs that seriously risks that tenants health and safety or materially risks serious damage to the property-within 24 hours of being reported to fix the problem or to effect a suitable temporary fix until a permanent fix can be effected.**

**Priority Two- Urgent repairs that materially affect the comfort or convenience of the tenants within five working days of report of the defect.**

**Priority Three- Non urgent day-to day repairs should be completed in reasonable timescales but within 28 days of being reported.**

**4.2 With the exception of emergencies, tenants shall receive prior notification of contractors undertaking repairs unless they have previously stated that this is not required.**

**4.3 Where repairs are reported they shall be responded to promptly and tenants will be given as accurate as possible indication of the time to fix and detail as to how the repair has been graded with reference to 4.2.**

## **Health and Safety**

**5.0 All properties shall comply with the Housing Act 2004 Housing Health and Safety Rating System (Guidance notes and assessment guide can be found on the Gov.uk website by searching “guidance for landlords and property related professionals”).**

**At a minimum, landlords must ensure that all buildings are free from any Category 1 hazards as defined by the Act and shall have good thermal efficiency (Minimum of Band E).**

**5.1 A risk assessment of the property must be undertaken and reviewed annually having reference to the tenants living in the property. As an example, where a tenant has a disability that affects their mobility, this would be a significant factor that may affect their ability to get to safety in the event of a fire.**

**5.2 All furniture must satisfy the requirements of the Furniture and Furnishings (Fire Safety) Regulations 1988 relating to upholstery and filling materials. The requirements are that the furniture complies with ignitability and cigarette tests – BS 5852-1 and BS 5852-2. Mattresses and bed bases should conform to BS 6807.**

## **Gas Safety**

**5.3 All gas appliances must be inspected annually by a registered Gas Safe engineer with a certificate being supplied to Sulets and the tenants to cover each gas appliance in the building.**

**5.4 Any repairs, alterations or modifications to gas installations or appliances shall only be undertaken by a registered Gas Safe engineer.**

**5.5 No bottled gas or liquid paraffin heaters shall be used as a heating or cooking source within the property.**

## **Electrical Safety**

**5.6 All electrical installations must be certified as safe by a competent person. A competent person shall be a firm or individual that is certified by a Government approved scheme to be able to self certify work complying with Building Regulations Part P (design and installations of electrical installations).**

**5.7 A certificate provided by a ‘competent person’ having reference to 5.6 confirming the safety of the electrical installation condition must be obtained at a maximum of once every five years.**

**5.8 All electrical consumer units shall be protected by a Residual Current Device (RCD).**

## **Fire Safety**

**5.9 All external doors should be capable of being opened from the inside via a thumb-turn lock to allow access through the door without the need for keys.**

**5.10 All external doors and fire routes must be kept clear at all times. Specifically where a downstairs room in a shared house is being used as a bedroom, access into the room and through the external door must be unimpeded in the event of a fire, or a more robust form of fire prevention in place to meet agreed standards (to be agreed on an individual basis).**

**5.11 Where Grade A fire alarms, emergency lighting and fire detection systems are fitted these must be maintained and inspected annually by a suitably competent person. Grade D systems must be annually inspected by the landlord as a minimum.**

**5.12 As a minimum the following standard shall apply in all shared houses as required by the Lacors Housing-Fire Safety guidance notes, which can be found on the Gov.uk website by searching “Guidance on fire safety provisions for certain types of existing housing”.**

Number of storeys	Number of tenants	Requirements
Ground- 1 <sup>st</sup> Floor	Not more than 4	<p>A minimum of a LD3+ Grade D mains wired interlinked smoke detection system (sounders on every circulation space including stairwells, corridors or lobbies) with battery backup. Additional interlinked Heat detector in kitchens.</p> <p>A fire door will need to be fitted to the lounge/hallway or kitchen/hallway as applicable to protect the fire escape route. This must incorporate intumescent heat strips and cold smoke seals on the top and both sides of the door to be hung using three 3x10mm steel hinges. The full depth of the door must be enclosed in the frame and fitted with a self closing device capable of closing, latching the door and holding it firmly against the rebates of the frame.</p> <p>Kitchen to be fitted with a fire blanket.</p> <p><b>Properties must meet this standard by 1<sup>st</sup> September 2018.</b></p>
3 storeys and above	5+	<p>A minimum Grade D LD2 smoke detection system (sounders on every circulation space including stairwells, corridors or lobbies) with battery backup. Additional interlinked heat detector in kitchens.</p> <p>30 minute protected means of escape with all habitable rooms and kitchens fitted with close fitting half hour fire doors, incorporating intumescent heat strips and cold smoke seals on the top and both sides of the door to be hung using three 3x10mm steel hinges. The full depth of the door must be enclosed in the frame and fitted with a self closing device capable of closing, latching the door and holding it firmly against the rebates of the frame.</p> <p>Kitchen to be fitted with a fire blanket.</p> <p><b>Properties must meet this standard by 1<sup>st</sup> September 2018.</b></p>

5.13 The primary escape route must not pass through a kitchen or bedroom. If there is no alternative then an escape window must be fitted to all bedroom windows as required by Leicester City Council. **Properties must meet this standard by 1st September 2018.**

5.14 Under stairs cupboards should be lined with fire resisting material, e.g, 2.5mm plasterboard. The staircase soffit and access door should be able to be fastened shut.

## **Security**

6.0 All external doors and frames should be secure and made of either uPVC metal frame construction or a solid wood construction. Wood doors should be of a minimum of 45mm thickness. uPVC doors should possess multi point lock and hook system. **Properties must meet this standard by 1st September 2018.**

6.1 External door locks should be to a minimum of BS 8621. All Locks must be operated internally without the need for a key.

6.2 All downstairs windows or easily accessible windows (e.g. near a flat roof or balcony) must be fitted with a window lock **except where the window is a fire escape**. The tenants must be supplied with the keys to any window locks.

6.3 Hedges and bushes around external doors and windows to be kept below 1m to allow for good natural surveillance.

6.4 Rear access doors should be covered by a PIR activated lighting. **Properties must meet this standard by 1st September 2018.**

6.5 Where burglar alarms are fitted, landlords shall ensure that they are properly maintained and are fitted with a 20 minute cut out.

6.6 Where council fitted alley gates are provided, landlords shall ensure that an adequate number of keys are provided for all tenants.

## **Environment**

7.0 All properties must have a valid Energy Performance Certificate which is available to tenants on request. From 1 April 2018, landlords of non-domestic private rented properties (including public sector landlords) may not grant a tenancy to new or existing tenants if their property has an EPC rating of band F or G (shown on a valid Energy Performance Certificate for the property).

## **At the end of the Tenancy**

8.0 Where deposits have been collected a closing inventory and final meter readings should be completed as soon as practical but in all cases within 14 days of the end of the tenancy.

8.1 All deposits should be returned to the former tenants within 28 days of the end of the tenancy.

8.2 In the event that deductions are proposed, the tenants will be provided with a full explanation of the deduction and a breakdown of costs but in all cases this shall be done with the 28 day time frame stipulated at 8.1.

8.3 In the event of a dispute between the parties in relation to deposit deduction, the matter shall be referred to the appropriate scheme's dispute resolution service.

8.4 All smoke and heat detector batteries shall be replaced annually.