

## Treforest Property Accreditation Scheme

### Landlord and Property Details

Landlord Name							
Title	Mr		Mrs		Miss		Other please specify
Landlord Address							
City							
County						Post Code	
Telephone Number					Mobile Number		
Email Address							

If the Property is Managed by an Agent please provide the following Information.

Name of Agent/Agency	
Contact Name	
Address	
Telephone Number	
Email Address	

**Please provide the Details of the Property that is being Assessed**

<b>Name /Number of Property</b>	
<b>Street Name</b>	
<b>Town</b>	
<b>Post Code</b>	

## 1. **Assessment completion Guide**

- Properties are assessed to identify the specific elements within the property in relation to the amenity, security, safety, energy efficiency and the quality of decor fixtures and fittings. In the higher levels of accreditation there is also an emphasis on the property and tenancy management arrangements.
- There are 4 levels of accreditation 2 Star – 3 Star – 4 Star – 5 Star
- The level of accreditation for a property will be determined by means of set standards.
- There are Mandatory standards which are required to be present in each level of accreditation.
- The standards prescribed in the 2 Star Accreditations are **mandatory** and will be required in all higher levels of Accreditation.
- Each ascending level of Accreditation will contain the mandatory standards of the lower levels and a set of additional mandatory standards to reflect the higher quality of the property and or its management.
- The 4 and 5 Star Award Levels of Accreditation will contain the accumulation of the mandatory standards of the lower levels of accreditation, together with a mix of additional prescribed standards. The attainment of either the 4 or 5 Star Accreditation will be dependent on the number of additional prescribed standards identified in the assessment.
- At the 4 and 5 Star Award levels of accreditation, the presence of any of the prescribed standards will provide 1 point for each standard identified, which will then determine which level of Accreditation would be applicable.
- Additional to the Mandatory standards, properties will be required to achieve a minimum of 3 points to achieve the 4 Star Accreditation Award.
- The 5 Star level of Accreditation is achieved by possessing the mandatory standards associated with the 2, 3 and 4 Star levels, together with prescribed mandatory standards for the 5 Star Accreditation and a minimum of 6 additional standards.
- Full details of the standards are contained for reference in the Property Standards Guide.
- Appropriate to the type of accommodation i.e. HMO or general needs, Safety and Energy Performance Certificates will need to be available for viewing at the time of the inspection.

<b>Property Accreditation Assessment Sheet</b>		Date of Assessment	
<b>2 Star Mandatory Standards</b>		☆☆	
2.1	Property Registered with Rent Smart Wales	Registration Number	
2.2	Landlord / Agent licensed with Rent Smart Wales	License Number	
2.3	Free from Category 1 Hazards		
2.4	Energy Performance Certificate	Excluding HMO's	
2.5	Gas Safety Certificate		
2.6	Smoke Detectors on each floor		
2.7	Floor coverings in all living areas		
2.8	Gardens kept clear of Rubbish and overgrowth		
2.9	Clothes Drying facility		
2.10	Deposits Secured in Deposit Protection Scheme		
2.11	Tenancy Agreement		
2.12	Tenant Induction Pack		
2.13	Security Locking Systems		
2.14	Rain Goods in Good State of Repair and Cables and Pipes Secured		
2.15	HMO Licence and Safety Certificates Displayed		
<b>2 Star Accreditation Achieved</b>			

<b>3 Star Accreditation Mandatory Standards</b>		☆☆☆
3.1	Loft Insulation to a minimum depth of 200mm	
3.2	All Pipes and Tanks in the Roof Space are Lagged	
3.3	Thermostatic Radiator Valve	
3.4	Timer Control for Boiler	
3.5	All Windows Double Glazed	
3.6	External and Internal Decoration	
3.7	Carbon Monoxide Detectors	
<b>3 Star Accreditation Achieved</b>		

<b>Additional Standards Required to Achieve 4 or 5 Star Accreditation</b>				
<b>Mandatory Standards Required Towards 4 and 5 Star Accreditation.</b>		☆☆☆☆	☆☆☆☆ ☆	Points
4.1	Hard Wired Smoke Detectors appropriate to size and use of the property			
4.2	Boilers minimum B + Rating	Minimum 4 Star Standard Requirement		
4.3	Free from category 2 Hazards (1 and 22)			
4.4	Designated Refuse and Recycling Storage Area.			

<b>Mandatory Standards Required to Achieving 5 Star Level of Accreditation.</b>		☆☆☆☆☆		Points
5.1	Boilers Minimum A Rated			
5.2	Cooker and Fridge/Freezer Provided			
5.3	HMO bedrooms 10% larger than the Minimum Space Standards Requirement	HMO		
<b>Additional Standards to Achieve 4 or 5 Star Accreditation.</b>		☆☆☆☆	☆☆☆☆☆	Points
5.4	Garden Sheds and or Fencing Painted and Free from Disrepair			
5.5	Tiled Splash Backs and Clean Grouting			
5.6	White Goods to be A Rated			
5.7	Emergency Repairs Cover			
5.8	Electrical Safety Certificate	Non HMO		
5.9	Mechanical Ventilation in Bathroom			
5.10	Intruder alarm Fitted			
5.11	Cyclical Repair programme in operation.			
5.12	Kitchen Extractor Hood			
5.13	Positive Input Ventilation System			
5.14	Photo Voltaic Panels			
5.15	WIFI			
5.16	Dedicated Car Parking Area			
5.17	Additional Amenities	HMO		
		Total Points		
☆☆☆☆	3 Points	☆☆☆☆☆	6 Points	

# Property Accreditation Standards Guide

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## **The Accreditation Process**

The Treforest Accreditation Scheme is open to landlords with properties located in the Treforest area of Rhondda Cynon Taff. Despite the many benefits provided, the Accreditation is voluntary and landlords are under no obligation to apply for their property to be included in the scheme.

Properties are self assessed by landlords who will gauge the level of accreditation by use of the Property Assessment Pack. On line electronic version available on [www.rctcbc.gov.uk/propertyaccreditation](http://www.rctcbc.gov.uk/propertyaccreditation)

On completion of the property assessment, the landlord will confirm the Accreditation level that has been achieved and submit the completed assessment pack for registration as an Accredited Property.

### ***Registering 2 and 3 Star Accredited Properties***

Where a landlord has assessed their property as achieving 2 or 3 Star Accreditation this will be registered and placed on the Accredited Property List within 7 working days. The landlord will then be contacted to agree a follow-up visit within a 6 month period. This will be required to ensure the required standards have been achieved.

On inspection, where a property has failed to achieve the level of Accreditation for which it has been registered it will be removed from the Accredited Property List. The landlord will be notified within 28 days and advised of the reasons and provided with recommendations of how to achieve the required standards. The property will remain off the Accredited Properties List until the property has achieved either the 2 or 3 star standards of Accreditation.

### ***4 and 5 Star Levels of Accreditation***

Where a landlord has assessed the property as achieving the 4 or 5 Star level of Accreditation, the property will be held as pending until an inspection is completed. Landlords will be contacted within 7 days of an assessment being received and arrangements made to complete an inspection within 28 days.

On inspection, when it is confirmed that a property has achieved the 4 or 5 Star level of Accreditation it is then registered on the Accredited Property List.

Following inspection, where a property has failed to achieve the 4 or 5 star level of Accreditation as was submitted, the landlord will be provided with recommendations as to what is required to achieve the desired level of Accreditation. The landlord will then be required to complete the standards within a 28 day period. If this is not achievable the landlord will be given the option to either register the property as a 2 or 3 Star Accredited, according to which of the levels have been achieved. Or to reapply by means of a new landlord self assessment at a later date.

Where a property has been removed from the Accredited Property List due to a breach of standard the landlord will not be able to reapply within the following 6 month period.

### ***Renewing the Property Accreditation***

The Accreditation is valid for a period of 2 years from the date the Accreditation was registered on the Accredited Property List. The review will require an inspection to confirm the standards of accreditation are still applicable.

# Property Accreditation Standards

## 2 Star Accreditation Standards

### *2.1 Property Registered with Rent Smart Wales*

In accordance with the 2014 Wales Housing Act, all private rented properties in Wales are required to have been registered with Rent Smart Wales <https://www.rentsmart.gov.wales/en/>

### *2.2 Landlord / Agent licensed with Rent Smart Wales*

In accordance with the 2014 Wales Housing Act, any person who has direct responsibility for the management of a privately rented property and or associated landlord tenant relationship is required to have a licence through Rent Smart Wales.

### *2.3 Free from Serious Hazards (known as Category 1 Hazards)*

The property is free serious hazards involving:

- Dampness, excess cold/heat
- Pollutants e.g. asbestos, carbon monoxide, lead
- Lack of space, security or lighting, or excessive noise
- Poor hygiene, sanitation, water supply
- Accidents – falls, electric shocks, fires, burns, scalds
- Collisions, explosions, structural collapse.

[Appendix 1](#)

### *Background to hazard rating*

The Housing Health and Safety Rating System provide a method of grading the severity of threats to health and safety in any dwelling.

The key principle of the system is that a dwelling, including the structure and associated outbuildings and garden, yard and/or other amenity space, and means of access, should provide a safe and healthy environment for the occupants and, by implication, for any visitors.

The inspection process is a risk based assessment and considers the effect of any 'hazards' in the property. Hazards are rated according to how serious

they are and the effect they are having, or could have, on the occupants, that is, 'the effect of the defect'. The basic principle is that the property should be safe for occupation.

The system also provides a means of comparing the risks associated with different types of hazard. Some are slow and insidious in their effect, like dampness and cold, whilst others are quick, such as falls. Some hazards are more likely to result in death (such as carbon monoxide); others are very unlikely to cause death e.g. noise or poor layout of amenities.

It should be borne in mind that all properties contain hazards, for example stairs, electrical outlets etc. and it is not possible (or desirable) to remove all hazards. The emphasis should be to minimise the risk to health and safety as far as possible either by removing the hazard altogether or minimising the effect, as appropriate.

For further information see:

[www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals](http://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals)

## **2.4 *Energy Performance Certificate***

[Appendix 2](#)

## **2.5 *Annual Gas Safety Certificate Completed***

[Appendix 3](#)

## **2.6 *Smoke Detectors Fitted***

[Appendix 4](#)

Ideally, dwellings should have suitably located mains powered interconnected (with a back up secondary power source such as a sealed lithium battery) smoke alarms on each floor.

Alternatively, dwellings must have at least one 10-year-life battery powered smoke alarm suitably located on each floor

## **2.7 *Floor coverings***

Flooring to include carpet, laminate or vinyl should be fit for purpose, clean and free damage or potential trip hazards.

## **2.8 *Garden***

[Appendix 5](#)

The garden should be easy to maintain, reasonably private, safe and suitable for young children to play in. Front and back gardens are clear of Rubbish and overgrowth

## **2.9 *Clothes Drying Facility.***

There should be adequate facilities for washing, drying and airing clothes which include:

- space, power and plumbing for a washing machine
- provision for an external drying line
- an airing cupboard

In the absence of provision for an external drying line, and no communal drying facilities, there should be provision for space, power and external venting for a 600mm wide tumble dryer. It should be positioned so that it can be vented to the outside air. These spaces will normally be in the kitchen, but may be in a utility area

Where a dwelling has a garden with an area with provision for a drying line, the access to this should be fully paved.

## **2.10 *Deposits secured in Deposit Protection Scheme***

Where deposit is paid a landlord must put the deposit in a government backed tenancy deposit scheme (TDP) if it is an assured shorthold tenancy that started after 6 April 2007.

[Appendix 6](#)

## **2.11 *Tenancy Agreement***

Tenants are provided with a written tenancy agreement at the start of a new tenancy.

[Appendix 7](#)

## **2.12 *Tenant Induction Pack***

[Appendix 8](#)

## **2.13 *Security (Locking Mechanisms)***

External doors and windows must have a reasonable level of physical security. A “reasonable level of physical security” is defined as being capable of complying with Secured by Design” (SBD) although may not necessarily have an SBD certificate. Where it is necessary to replace doors, windows or fencing, the replacements must comply with the Police Force’s ‘SBD specification and be certified as such.

### ***2.14 Rain Goods and External Pipes and Cables***

Fit for purpose and free from disrepair. Sufficient fixings provided to secure pipes and cables so as not to detract from the safety and aesthetics of the building.

### ***2.15 Licence and Safety Certificates (HMO)***

All licensable HMO's are licensed by the Council in accordance with the requirements of the mandatory or additional licensing Scheme. Licences and safety certificates must be displayed in a prominent position within the property.

## **3 Star Accreditation Mandatory Standards**

### ***3.1 Loft Insulation of Minimum Depth of 200mm***

At least 200mm of glass wool insulation, or the thermal equivalent is provided in the loft area. Whenever replacing or topping up existing insulation, this thickness could be reduced when using materials with greater insulation, such as thermal quilting. This information may be found in the properties Energy Performance Certificate

### ***3.2 All Pipes and Tanks in the Roof Space are Lagged.***

All pipes and tanks in the roof space should be lagged 20-25mm is the minimum thickness of pipe insulation that should be used.

Where access is restricted this information may be contained in the Building Control or Energy Performance Certificates

### ***3.3 Thermostatic Radiator Valves (TRV's) Fitted to all Radiators in Habitable Areas***

All radiators located in bedrooms and living room areas should have TRV's fitted. Thermostatic radiator valves do not control the boiler; they reduce the flow of water through the central heating radiators which they are fitted to. When the temperature goes above a certain setting the valve closes and in doing so control the temperature of room in which the radiator is installed.

### ***3.4 Timer Control for Boiler***

The timer should be compatible with the boiler for which it is intended and fitted in an accessible location.

Tenants provided with the manual explaining the correct procedure for operating the timer

### **3.5 *All Windows Double Glazed***

All windows should be double glazed and installed by a FENSA approved installer or in accordance with Building Regulations at the time of installation.

### **3.6 *External and internal decoration***

Wall surfaces should be uniform, flat and free from defects such as cracks, flaking or powdering. Decoration should be, uniform, non patchy, free from stains, marks or other soiling and free from decorating defects such as runs, sags, blistering, bubbles, lack of adhesion, or any uniformity of pattern. .

### **3.7 *Carbon Monoxide detectors***

Landlords must ensure that there is a carbon monoxide alarm fitted in any room that is used partly or wholly as living accommodation which also contains any appliance which burns, or is capable of burning fuel. This would include log and coal burning stoves, open fires, gas and oil boilers.

## **4 Star Accreditation Standards**

To achieve the 4 Star Accreditation Level, the following mandatory standards are required together with the standards contained in the 2 and 3 Star Levels of Accreditation.

### **4 Star Mandatory Standards**

#### **4.1 *Hard wired Smoke detectors. (Mandatory)***

Dwellings must have suitably located mains powered interconnected (with a back up secondary power source such as a sealed lithium battery) smoke alarms on each floor. (Appendix 4)

#### **4.2 *Boiler - B + Rated. (Mandatory)***

#### **4.3 *Free from Category 2 Hazards. (Category D and E)***

As well as being free from serious hazards (as outlined in the 2 star rating description), the property should be free from less significant hazards known as Category D and E hazards. This requirement will be assessed by the inspecting Officer at the time of inspection.

***(Appendix 1)***

#### **4.4 *Designated Refuse and Recycling Storage area (Mandatory)***

Adequate provision must be made for waste, recycling and composting facilities. External storage must be provided to accommodate recycling and

waste for a 14 day period. External storage areas must not have an adverse impact on the availability of amenity space.

## ***5 Star Accreditation Standards***

To achieve the 5 Star Accreditation Level, the following mandatory standards are required together with the standards contained in the 2-3-4 Star Accreditation levels.

### ***5 Star Mandatory Standards.***

#### ***5.1 Boilers Minimum A+ Rated***

#### ***5.2 Cooker and Fridge Freezer Provided.***

#### ***5.3 Additional 10% Minimum space standards for bedrooms. (HMO Properties only)***

### ***Additional Standards to Achieve 4 or 5 Star Accreditation.***

Each standard attained will provide 1 point and the accumulated points inclusive of the mandatory standards will then determine which award has been achieved.

#### ***5.4 Garden Sheds and Fences Painted and Free from Disrepair.***

#### ***5.5 Tiled splash backs and clean grouting in kitchen and bathroom Sink Areas.***

Tiles should be correctly fixed, clean and free of cracks

#### ***5.6 White goods A+ Rating***

All electrical white goods, where provided as part of the tenancy agreement, should be certified as A rated energy efficiency (or higher).

#### ***5.7 Emergency Repairs Cover***

(Included in the Tenant Induction Pack and providing tenants with the arrangements for reporting an out of hour's emergency repair relating to Gas – Electric – Water).

#### ***5.8 Electrical Safety Certificate (None HMO accommodation)***

Provide a Domestic Electrical Installation Condition Report issued in accordance with British Standard 7671. The Electrical Report shall be

valid for the purposes of this property accreditation scheme for a period of 5 years. Should any alteration of the installation occur during this time period, a further Condition Report will then need to be completed.

### **5.9 *Mechanical Ventilation***

Mains wired ventilation/Extraction System Fitted in Bathroom

### **5.10 *Intruder Alarm Fitted***

Intruder alarms a 13 amp non switched fused spur should be installed. If the landlord chooses to install an alarm it should be in accordance with BS4737 (wired system) or BS6799 (wireless system). All installations should comply with the current electrical regulations.

### **5.11 *Cyclical Repair Programme in Operation.***

Evidence of a planned programme of property maintenance and replacement of structural elements in accordance with building regulations and or manufacturers recommendations.

### **5.12 *Kitchen Extractor Hood***

Cookers or dedicated hobs should have externally ducted kitchen extractor hoods installed above the cooking appliance.

### **5.13 *Positive Input Ventilation System***

The dwelling should be fitted with a low energy, positive input ventilation system in which 'fresh' air is supplied to a dwelling from the roof space by means of a small fan. The system should be installed so as to minimise condensation dampness and mould growth by providing continuous (and quiet) ventilation throughout a dwelling, without cold draughts and without affecting the operation of open-flue combustion appliances. Positive Input ventilation (PIV) systems are now sold by several companies in the U.K.

### **5.14 *Photo Voltaic Panels***

Solar panel electricity systems, also known as solar photovoltaic's (PV), capture the sun's energy using photovoltaic cells. These cells don't need direct sunlight to work – they can still generate some electricity on a cloudy day. The cells convert the sunlight into electricity, which can be used to run household appliances and lighting.

### **5.15 WIFI**

Wi-Fi is the name of a popular wireless networking technology that uses radio waves to provide wireless high-speed Internet and network connections

### **5.16 Dedicated Parking Area**

An area on which vehicles can be parked – This can consist of hard stand, garage or resident parking area

### **5.17 Additional Amenities**

w/c' – Bathrooms – sinks to a number above the minimum standard for the number of occupants as defined in HMO and additional licensing standards or on-suite and or additional w/c in non HMO properties ([Appendix 11](#))

# Appendix 1

## *Housing Health and Safety Rating System Landlord's Self Assessment Form*

### **Why use this form?**

The Housing Health and Safety Rating System is the method now used to assess the condition of private rented properties. It replaces the Housing Fitness Standard and involves the assessment of 29 hazards that may be found in domestic dwellings and their potential to cause injury or ill health to occupiers or visitors.

This form will enable you, as owner or landlord of a rented property to carry out a self-assessment to identify whether or not there are any faults that could contribute to any one of the hazards and so cause a risk to the health and safety of your tenants. The form can also be used to identify any improvements or changes required to a property to reduce these risks. It is recommended that assessments be reviewed on a regular basis and corrective action taken before serious problems arise.

### **How do I carry out a self assessment?**

It is recommended that the following stages be followed:

#### **1. Inspect the property**

Inspect the interior and exterior of the property including all letting rooms, shared kitchens, bathrooms, stairs, passageways, front and rear gardens, paths, boundary walls and outbuildings.

Record any deficiencies, faults or other factors that could be hazardous.

#### **2. Identify hazards**

Assess whether the deficiency could contribute to any of the 29 hazards listed on pages 2 and 3, and if so, is the likelihood of a harmful occurrence or the severity of the harm occurring increased?

#### **3. Identify remedial action / work**

Identify the work that needs to be done to remedy the deficiencies or faults so as to reduce the risks as low as is reasonably practicable.

Prioritise the work to deal with immediate risks first.

#### **4. Keep records**

Use this form to identify the work required and the timeframe over which it will be carried out. An example of how to complete the form is shown on page 4 and blank forms for further copying are also attached.

#### **5. Review**

Organise the necessary work and when completed check that the hazards have been removed or minimised. Re-inspect the property

## ***The 29 Hazards***

<b>1. Damp and mould growth</b>	Rising and penetrating dampness from the exterior. Condensation dampness caused by inadequate heating, insulation or ventilation. Leaking plumbing systems.
<b>2. Excess cold</b>	Amount of thermal insulation. Dampness affecting insulation. Type and adequacy of the heating system and heating controls. Excess ventilation Excessive draughts
<b>3. Excess Heat</b>	Amount of thermal insulation. Faulty or inadequate heating controls. Type and adequacy of ventilation and control
<b>4. Asbestos and manufactured mineral fibres</b>	Date of construction – flats built between 1920 and 1979 are most at risk. Unsealed or damaged material in accessible locations.

<p><b>5. Biocides</b></p>	<p>Use of chemicals to treat timber and mould growth in dwellings, particularly in living areas where use instructions and precautions have not been followed.</p>
<p><b>6. Carbon monoxide and fuel combustion products</b></p>	<p>Presence of flue-less appliances.  Disrepair to appliances and flues.  Adequacy of ventilation and the positioning of flue outlets.</p>
<p><b>7. Lead</b></p>	<p>Presence and disrepair of old paint, especially in pre 1970 dwellings and risk of dust release when redecorating.  Water supply Lead pipe-work</p>
<p><b>8. Radiation</b></p>	<p>Consider presence of mobile phone masts although at present there is no evidence that low-level exposure to electromagnetic radiation presents a significant risk.</p>
<p><b>9. Un-combusted fuel gas</b></p>	<p>Threat of asphyxiation from the escape of gas in a dwelling.  Defects to installation and poor maintenance of appliances.  Presence of correctly sited gas detectors.</p>

<p><b>10. Volatile organic compounds</b></p>	<p>Levels typically found in dwellings do not present a risk.  Consider use of low emission products and materials.  Ensure adequate ventilation during decoration.</p>
<p><b>11. Crowding and Space</b></p>	<p>Living and kitchen areas of adequate size for the household.  Adequate number of bedrooms.  Adequate and appropriately sited bathrooms and WCs.  Available recreational space.</p>
<p><b>12. Entry by intruders</b></p>	<p>Construction of and disrepair to doors and windows.  Presence of locks and door viewers.  Secure locks to letting rooms in multiply occupied dwellings (without deadlocks that could compromise means of escape)</p>
<p><b>13. Lighting</b></p>	<p>Size, position and obstruction of windows to habitable rooms.  Positioning and control of artificial lighting to habitable rooms and circulation space.</p>

<p><b>14. Noise</b></p>	<p>Overall environment is not in control of the landlord but consider insulation and repair of doors and windows and the careful positioning of noisy equipment, facilities and appliances. Door closers should be adjusted to ensure closure without excessive banging.</p>
<p><b>15. Domestic Hygiene, Pests and Refuse</b></p>	<p>Condition of walls and ceilings and ability of the structure to be kept clean and hygienic. Damage to roof, floors, walls, pipe-work and drains allowing entry by pests. Lack of, or disrepair to, refuse storage.</p>
<p><b>16. Food Safety</b></p>	<p>The adequacy and condition of food storage, preparation and cooking facilities. The adequacy of hot and cold water supplies to the kitchen sink. Kitchen floor in good repair with water resistant covering. Adequate lighting and ventilation where food prepared.</p>
<p><b>17. Personal hygiene, sanitation and drainage</b></p>	<p>Sufficient number of appropriately sited baths/showers, basins and WCs. Hot and cold water supplied to washing facilities. Adequate natural and artificial lighting and ventilation. Condition of walls, floors and ceilings and ability to be kept clean. Adequacy of foul and surface water drainage. Waste pipes in good repair and free from leaks.</p>

<p><b>18. Water supply</b></p>	<p>Supply of wholesome water supply within the dwelling. Intermittent supply and low-pressure problems. Contamination of water stored in tanks.</p>
<p><b>19. Falls associated with baths, etc</b></p>	<p>Friction quality of amenity. Positioning of taps and light switches. Presence of handles and grab rails. Adequate space adjacent to appliances. Presence of sharp edges and projections.</p>
<p><b>20. Falls on level surfaces</b></p> <p>Where the change of level is less than 300mm</p>	<p>Disrepair to floors, ramps, paths and yards. Presence of trip steps and thresholds. Slip resistance of surfaces (including when wet). Adequacy of surface water drainage and lighting.</p>
<p><b>21. Falls on steps and stairs</b></p> <p>Where the change of level is more than 300mm</p>	<p>Tread and riser length. Openings in staircase or guarding exceed 100mm. Lack of adequate handrails or guarding. Adequacy of lighting. Disrepair to stairs. Steepness of stairs. Slip resistance of treads. Presence of hard surfaces and projections.</p>

<p><b>22. Falls between levels</b></p> <p>Where the difference in level is more than 300mm</p>	<p>Consider where risk of falling between levels, either inside or outside the dwelling.  Low window cill heights.  Presence or adequacy of safety catches and guarding to balconies.  Distance of fall. Disrepair to windows.  Presence of safety glass.</p>
<p><b>23. Electrical Wiring</b></p>	<p>Disrepair or obsolete of electrical installation.  Inadequate number of sockets.  Lack of earthing.  Presence of dampness.</p>
<p><b>24. Fire</b></p>	<p>Condition of electrical installation. Adequacy of space heating that might encourage use of inappropriate supplemental heaters.  Adequacy of means of escape from fire (fire doors) and other fire precautions (alarm and detection system).  Test certificate for alarm and emergency lighting systems. Heater and cooker position in relation to flammable materials.</p>

<p><b>25. Hot surfaces</b></p>	<p>Kitchen Layout. Unguarded Open Flames and Unprotected Hot Surfaces. Excessively Hot Water to Sink and Washing Facilities.</p>
<p><b>26. Collision and entrapment</b></p>	<p>Door and Window Design Defects and Disrepair. Gaps in Balustrade. Low Headroom to Doors. Restricted Ceiling Height.</p>
<p><b>27. Explosion</b></p>	<p>Defects to gas appliances and installations. Adequacy of venting arrangements for hot water system. Gas Safe landlord gas certificate required annually.</p>
<p><b>28. Position and Operability of Amenities</b></p>	<p>Inappropriate positioning of bath/shower/WC/cooker/ worktop/sink or inadequate functional space for use with these facilities. Poor positioning of electrical switches and sockets.</p>
<p><b>29. Structural Collapse</b></p>	<p>Structural instability. Disrepair and loose building elements. Unstable stairs and steps. Defective floors, ceilings and walls</p>

***Housing Health and Safety Rating Self Assessment – (Example)***

<b>Address of Property</b>	10 High Street, Anytown	<b>Date of Assessment</b>	17 <sup>th</sup> April 2012
<b>Name of Person Completing Assessment</b>	John Jones (landlord)	<b>Date of Next Full Inspection</b>	17 <sup>th</sup> October 2012

<b>Stage 1</b>	<b>Stage 2A</b>	<b>Stage 2B</b>	<b>Stage 3</b>	<b>Stage 4</b>	<b>Stage 5</b>
Deficiencies Identified in Inspection	Hazard Identified	How Might Harm Be Caused	Remedial Work Identified	Timeframe for Remedial Work	Check Work Completed (Insert Date)
Severe Rising Dampness in bedsitting rooms 1, 2 and 5 causing serious mould growth. Peeling wallpaper and perishing Plasterwork.  Condensation dampness and Mould Growth in Shared Shower Room on Second Floor	Damp and Mould	Risk of Asthma and other Respiratory illness through Prolonged exposure. Also Psychological effect of these conditions may cause harm.	Damp Proofing works on ground floor and reinstatement of plaster and decorations on completion.  Improvement of heating and ventilation in bathroom	Start works in Bathroom in 2 weeks and ready for letting rooms in 8 weeks, subject to temporary accommodation being found  Complete 4 weeks thereafter	Bathroom completed 7 <sup>th</sup> of May.  Damp Proofing 21 <sup>st</sup> of July

<p>Missing Doorstop and furniture to Bedsitting Room 4</p> <p>Broken self-closers on the Fire Doors to bedsitting Rooms 2 and 3</p>	<p>Entry by Intruders</p> <p>Fire</p>	<p>Fear of burglary as the occupier of bedsit 4 is unable to secure it against unauthorised entry.</p> <p>Non self-closing fire doors increase the risk of fire and smoke spreading throughout the building.</p>	<p>Renew Bedsitting room 4 Doorstop and provide Lock</p> <p>Renew Self-Closers to other rooms</p>	<p>Commence works to Bedsitting room 4 within 48 hours and the remaining works within 7 days</p>	<p>All works completed 22<sup>nd</sup> of April</p>
<p>Loose Staircase and Handrail and several missing spindles on the top floor landing.</p> <p>Broken electrical light fitting on top floor landing</p>	<p>Falls On Steps and Stairs. Falls Between Levels.</p> <p>Electrical Wiring Fire</p>	<p>Risk of Falling on Stairs is Increased due to absence of artificial light. Disrepair to handrail and missing spindles may increase risk of falls on stairs or between floors.</p> <p>Electrical defect may increase fire risk</p>	<p>Repair staircase handrail and replace missing spindles.</p> <p>Renew light fitting and test installation</p>	<p>Commence works within 48 Hours.</p> <p>Complete works within 7 days</p>	<p>All works completed April 22nd</p>

***Housing Health and Safety Rating Self Assessment Template***

<b>Address of Property</b>					<b>Date of Assessment</b>	
<b>Name of Person Completing Assessment</b>					<b>Date of Next Full Inspection</b>	
<b>Stage 1</b>	<b>Stage 2</b>	<b>Stage 2 B</b>	<b>Stage 3</b>	<b>Stage 4</b>	<b>Stage 5</b>	
<b>Deficiencies Identified in Inspection</b>	<b>Hazard Identification</b>	<b>How Might Harm Be Caused</b>	<b>Remedial Work Identified</b>	<b>Timeframe for Remedial Work.</b>	<b>Check Work Complete (Insert Date)</b>	

## Appendix 2

### *Energy Performance Certificates*

An EPC is similar to the energy performance certificates now provided with domestic appliances such as refrigerators and washing machines. The EPC provides a rating for the energy performance of a home from A to G, where A is very efficient and G is very inefficient. The EPC shows two things about the house:

- the energy efficiency rating (this is based on how much the home would cost to run)
- the environmental impact rating (this is based on how much carbon dioxide is released into the environment because of the home).

The rating is based on factors such as age, property layout, construction, heating, lighting, and insulation. The ratings are standard so a tenant can compare the energy efficiency of one home easily with another. The typical rating for a home is D or E. The certificate also provides information about how much it is likely to cost the tenant to run the home. These estimated costs are based on:

- standard assumptions about a property which include the number of occupants and how long it is heated a day
- Average fuel prices when the EPC was produced – these could be up to 10 years old.

The **actual** running costs will vary depending on the current fuel costs and the lifestyle of the tenants. A recommendation report forms part of the certificate. This provides a range of improvement measures which could improve the energy performance of the home

### **For further information about EPCs:**

#### **Communities and Local Government**

[www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd)

#### **For further information about energy efficiency, practical advice and grants:**

#### **Energy Savings Trust**

[www.est.org.uk](http://www.est.org.uk)

ACT ON CO<sub>2</sub> advice line: 0800 512012

#### **To find an accredited Energy Assessor or to download a copy of an existing EPC**

[www.epcregister.com](http://www.epcregister.com)

## **Appendix 3**

### ***Gas Safety Certificates***

#### **A guide to landlords' duties: Gas Safety (Installation and Use) Regulations 1998**

Every year about 14 people die from carbon monoxide poisoning caused by gas appliances and flues which have not been properly installed or maintained. Many others also suffer ill health. The Gas Safety (Installation and Use) Regulations 1998 specifically deal with the installation, maintenance and use of gas appliances, fittings and flues in domestic and certain commercial premises. They place duties on certain landlords\* to ensure that gas appliances, fittings and flues provided for tenants' use are safe. These duties to protect tenants' safety are in addition to the more general ones that landlords have under the Health and Safety at Work etc Act 1974 and the Management of Health and Safety at Work Regulations 1999.

#### **What type of property is covered?**

The duties generally apply to appliances and flues provided for tenants' use in 'relevant premises', that is those occupied for residential purposes under either a licence, a tenancy agreement for a set term, or a lease as defined in the Regulations. Essentially any lease under seven years is covered.

#### **What are my main duties as a landlord?**

You are required to:

Ensure gas fittings and flues are maintained in a safe condition. Gas appliances should be serviced in accordance with the manufacturer's instructions. If these are not available it is recommended that they are serviced annually unless advised otherwise by a Gas Safe registered engineer; ensure an annual safety check is carried out on each gas appliance/flue. Before any new lease starts, you must make sure that these checks have been carried out within one year before the start of the lease date, unless the appliances in the property have been installed for less than 12 months, in which case they should be checked within 12 months of their installation date; have all installation, maintenance and safety checks carried out by a Gas Safe registered engineer; keep a record of each safety check for at least two years; issue a copy of the latest safety check record to existing tenants within 28 days of the check being completed, or to any new tenant before they move in (in certain cases there is an option to display the record).

The Regulations specify the gas safety matters to be covered. You should not assume that an annual service inspection meets the safety check requirement, or that a safety check will, on its own, be sufficient to provide effective maintenance. Ask the advice of a Gas Safe registered engineer where necessary.

### **Which gas equipment is covered?**

The safety check and maintenance requirements generally apply to any gas appliance or flue installed in the 'relevant premises' except that:

appliances owned by the tenant are not covered; flues/chimneys **solely** connected to an appliance owned by the tenant are not covered; any appliances and flues serving 'relevant premises' (such as central heating boilers not installed in tenants' accommodation, but used to heat them) **are** covered.

The safety check does not apply to any gas appliance (such as gas fires provided for customers in non-residential areas of public houses) that is exclusively used in a part of premises occupied for **non-residential** purposes.

Your duty to maintain and carry out safety checks applies to fixed as well as portable appliances, such as LPG cabinet heaters.

### **Can I delegate duties to a tenant?**

No, except that a contract may be drawn up between a landlord or tenant for an appliance or flue installed in a **non-residential** part of a premises, for example shops and public houses etc. Your tenant has a duty not to use an appliance they believe to be dangerous.

### **What happens if I use a managing agent?**

The landlord retains overall responsibility for ensuring compliance with requirements. The management contract should clearly identify who is to make arrangements for maintenance and safety checks to be carried out and to keep records.

### **What if the property is sub-let?**

In these situations the 'original' landlord may retain duties which overlap with those acquired by the person who sub-lets. In such cases, close co-operation and clear allocation of duties are essential to ensure that legal duties are fully met, and that the terms of the contract properly safeguard tenants' safety.

### **What action is required to gain access to property?**

The contract you draw up with the tenant should allow you access for any maintenance or safety check work to be carried out.

You have to take 'all reasonable steps' to ensure this work is carried out, and this may involve giving written notice to a tenant requesting access, and explaining the reason. Keep a record of any action, in case a tenant refuses access and you have to demonstrate what steps have been taken. If a tenant continues to refuse access after repeated contacts, you may need to consider proper action through the courts under the terms of the tenants' contract. However, do not use force to gain entry into the property.

### **How do I know whether the gas engineer is Gas Safe registered?**

The engineer should be able to provide you with a current ID card. The card contains a photo of the engineer, their business registration number and personal licence number, company name, the start and expiry date of the card and a security hologram. The reverse of the card details what kind of gas work the engineer is able to do. You can also call Gas Safe Register during normal office hours on 0800 408 5500 or go to the website [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk).

### **What if an appliance fails the safety check?**

The safety check record will contain details of any defect identified and remedial action taken. You must ensure that any safety defect is rectified (by a Gas Safe registered engineer) before the equipment is used again. It is recommended that you keep copies of work done to rectify defects identified by the safety check.

It is an offence to use, or allow the use of, a gas appliance you know to be unsafe. In no circumstances should you reconnect an appliance that you have been told is unsafe, which either has been isolated or disconnected for safety reasons, until the fault has been rectified.

### **What happens if I don't maintain my tenants' gas appliances?**

Failure to do so may result in loss of life. Not only that, you risk being prosecuted, and this could result in you facing imprisonment or a fine of up to £20 000, or both, for each offence. If the case is then referred to the Crown Court the maximum penalty may be imprisonment, or an unlimited fine, or both.<sup>4</sup> of 5 pages **Health and Safety Executive** Landlords. A guide to landlords' duties: Gas Safety (Installation and Use) Regulations 1998

## Appendix 4

### *Fire Safety*

<http://www.rla.org.uk/docs/LACORSFSguideApril62009.Pdf>

## Appendix 5

### Deposit Protection

#### *Overview*

Where deposit is paid a landlord must put the deposit in a government-backed tenancy deposit scheme (TDP) if it is an assured shorthold tenancy that started after 6 April 2007. In England and Wales the deposit can be registered with:

- [Deposit Protection Service \(Custodial and Insured\)](#)
- [MyDeposits](#) - including deposits that were held by Capita
- [Tenancy Deposit Scheme](#)

As a landlord you can accept valuable items (eg a car or watch) as a deposit instead of money, but they won't be protected by a scheme.

There are separate TDP schemes in Scotland and Northern Ireland.

They make sure the deposit is paid back if you:

- the terms of your tenancy agreement are met
- there is no damage to the property
- the due rent and bills have been paid

The landlord or letting agent must put the deposit in a scheme within 30 days of receiving it.

#### ***At the end of your tenancy***

The landlord must return the deposit within 10 days of both landlord and tenant agreeing how much will be paid back.

If there is a dispute with the tenant, then the deposit will be protected in the TDP scheme until the issue is sorted out.

### ***Holding deposits***

A landlord doesn't have to protect a holding deposit (money paid to 'hold' a property before an agreement is signed). When the tenancy is signed the holding deposit becomes a deposit, which must then be protected.

### ***Deposits made by a third party***

A TDP scheme must be used even if the deposit is paid by someone else, eg a rent deposit scheme or the tenant's parents.

### ***Information landlords must give tenants***

Once a landlord has received a deposit, they have 30 days to tell the tenant:

- the address of the rented property
- how much deposit was paid
- how the deposit is protected
- the name and contact details of the tenancy deposit protection (TDP) scheme and its dispute resolution service
- the landlords (or the letting agency's) name and contact details
- the name and contact details of any third party that's paid the deposit
- Grounds for keeping some or all of the deposit
- how to apply to get the deposit back
- what to do if you can't get hold of the landlord at the end of the tenancy
- what to do if there's a dispute over the deposit

## **Appendix 6**

### ***Tenant Induction pack***

Many of the problems associated with the breakdown of tenancy or the dissatisfaction of tenants can be determined by the quality of the information and time given at the start. It cannot be assumed that all tenants are aware of their responsibilities or have the experience of living independently. What is taken for granted by one may be totally alien to another.

The Tenants Induction Pack provides the means to assisting tenants sustain the tenancy effectively and ultimately reduces potential causes of tenancy breakdown, tenant dissatisfaction or unnecessary demands on the landlord's time and resources.

The following items are all part of the Tenants Induction Pack and if provided will serve to deliver long term tenancies and increased tenant satisfaction.

### ***Tenancy Agreement.***

The tenancy agreement is the main element of the landlord, tenant relationship and will dictate the rights and responsibilities of both parties.

Good practice requires sufficient time is given to ensuring that the tenant is fully informed of the terms of the tenancy and understands the implications of entering into an agreement. The induction process will entail the landlord reading through the tenancy and confirming the tenant is clear as to their responsibilities and those of the landlord from start to finish.

### ***Legal Obligations.***

At the point of signing a tenancy agreement there is a legal requirement to provide the tenant with the following information.

### ***Landlords Gas Safety Certificate***

A copy of the landlord gas safety certificate must be provided. Additional copies should also be provided following each annual inspection.

### ***Energy Performance Certificate***

A copy of the Energy Performance Certificate should be available to the prospective tenant prior to their signing the tenancy agreement so they are then able to make informed decisions.

### ***Electrical Safety Certificate (HMO)***

With the exception of Houses of Multiple Occupation there is no legal requirement to provide an electrical safety certificate. However, good practice requires that an electrical safety test is conducted prior to the start of a new tenancy and a copy of the certificate is provided to the tenant at the point of signing.

## ***Tenancy Administration***

To ensure consistency and clarity it is essential that both the landlord and tenant are fully informed of the details they need to manage and sustain the tenancy

### ***Inventory.***

The property inventory is a key element to establishing a successful tenancy and avoiding potential conflict at the end. The level of detail included is crucial to ensuring that both the landlord and tenant are provided with the ability to evidence the condition of the property at the start and to support any claims at the end.

### ***Tenants Details***

The ability to record the details of tenants is an essential requirement for the landlord to manage their responsibilities and to ensure that they are able to comply with their legal requirements.

The basic information required is;

Full Name of all parties who will be residing in the property as part of the household

Date of Birth of the tenants

National Insurance number

Contact Telephone Number

Email Address.

Impending legislation may also place a legal requirement to establish the person's right to reside in the country and would necessitate the need to record passport and means of identification. Further details are available on

<https://www.rentsmart.gov.wales/en/news/9/%E2%80%98right-to-rent%E2%80%99-scheme-to-be-rolled-out-across-england-1st-february-2016/>

Landlords may also record additional information for example, previous addresses, employer's details, and next of Kin.

### ***Landlords Details***

Tenants should be provided with the full contact details of the landlord, to ensure that they are able to contact the landlord to request services or report repairs and should include emergency numbers when the landlord is not available. It is also an opportunity to provide tenants with information on paying rent by means of direct debit and should therefore include the landlord account details.

### ***Property information.***

Providing tenants with information on the day to day running of their home will serve to reduce the possibilities of complaints and the possibility of a call at unsociable hours.

- ✓ Details of the utility suppliers and starting meter readings

- ✓ Council Tax contact details
- ✓ Tv Licensing details
- ✓ Refuse Collection and storage arrangements / Calendar of collections
- ✓ Boiler Instruction Manual
- ✓ Operating instructions for programmable appliances
- ✓ Location of water stop-tap

Best practice would dictate that all information should be contained in a pack and provided to the tenant at the start of the tenancy.

## Appendix 7

### *House of Multiple Occupation Space Standards*

The following space standards are currently contained in the RCT "landlords Guide to Standards in HMO's". To achieve the 4 star Accreditation there is a requirement for properties to exceed these standards by a minimum of 10% for each of the designated bedroom areas.

**Please Note:**

**All minimum sizes quoted are also subject to each room offering adequate, usable living space.**

**Accommodation with Shared facilities e.g. shared houses or flats.**

i) Single person units

Each bedroom/study 10.22m<sup>2</sup> or 110sq.ft, except where a separate living room or dining room is provided, in which case the bedroom shall be 6.50m<sup>2</sup> or 70sq.ft.

ii) 2 person units

Each bedroom/study 14.86m<sup>2</sup> or 160sq.ft. except where a separate living room or dining room is provided, in which case the bedroom shall be 11.15m<sup>2</sup> or 120sq.ft.

### **Communal Rooms**

a) **Kitchens Minimum Areas**

Used by 1-5 persons 6.97m<sup>2</sup> or 75sq.ft.

Used by 6-10 persons 10.22m<sup>2</sup> or 110sq.ft.

Used by 11-16 persons 13.47m<sup>2</sup> or 145sq.ft.

Used by 16+ persons 16.62m<sup>2</sup> or 180sq.ft

b) **Living Rooms and Dining Rooms**

Used by 1-5 persons 11.15m<sup>2</sup> or 120sq.ft.

Used by 6-10 persons 16.62m<sup>2</sup> or 180sq.ft.

Used by 11-16 persons 21.37m<sup>2</sup> or 230sq.ft.

Used by 16+ persons 25.08m<sup>2</sup> or 270sq.ft.

c) **Kitchen/Diner with no separate lounge**

Used by 4-5 persons 14.86m<sup>2</sup> or 160sq.ft.

Used by 3 persons 11.15m<sup>2</sup> or 120sq.ft.

Units of accommodation with some shared basic facilities e.g. bedsits and flatlets.

i) **Single person units – 1 room only**

Minimum Areas

With kitchen facilities 13.00m<sup>2</sup> or 140 sq.ft.

With separate shared kitchen 10.22m<sup>2</sup> or 110sq.ft.

ii) **Single person units – 2 or more rooms**

Minimum Areas

Each kitchen 4.65m<sup>2</sup> or 50sq.ft

Each living/kitchen 11.15m<sup>2</sup> or 120sq.ft.

Each living room 9.29m<sup>2</sup> or 100sq.ft.

Each bedroom 6.50m<sup>2</sup> or 70sq.ft.

iii) **2 or more person units – 1 room only**

Not normally suitable for 2 or more persons.

iv) **2 or more person units – 2 or more rooms**

Minimum Areas

Each kitchen 4.65m<sup>2</sup> or 50sq.ft.

Each living/kitchen 14.86m<sup>2</sup> or 160sq.ft.

Each living room 12.08m<sup>2</sup> or 130sq.ft.

Each living/bedroom 13.94m<sup>2</sup> or 150sq.ft.

Each bedroom 10.2m<sup>2</sup> or 110sq.ft.

## Appendix 8

### Tenancy and Property Management Standards

The Property Accreditation Scheme recognises the fact that the physical structure and content of a property is just one aspect of letting accommodation in the private rented sector. In order to achieve the highest levels of tenant satisfaction and ultimately provide a positive influence to the local community there also needs to be robust mechanisms to manage every aspect of the landlord and tenant relationship.

The effective management of the landlord tenant relationship and the associated housing management functions is a prerequisite to ensuring that a property is able to provide tenants with the level of amenity, security and customer orientated services they should expect. The more comprehensive the policies, procedures and induction processes, the higher the levels of customer satisfaction and in-turn desirability of the property; Enabling landlords to attract and retain new tenants and compete in a highly competitive market.

The Rent Smart Wales code of conduct provides the full range of policies and procedures that would be applicable, together with the following examples of Good Practice.

#### *Appointing an Agent.*

- The landlord and agent should sign and date the written details of their business arrangements and include details of who is responsible for specific tasks related to the letting and management of a landlord's property. Any subsequent changes to these arrangements should again be confirmed in writing and signed by both parties.
- Before offering a property for rent, the appropriate consent should be obtained by a landlord.
- An agent should obtain written confirmation from a landlord that the appropriate consents, as detailed above, have been granted.
- If a landlord intends to rent a leasehold property, such as a flat, they should consider the terms of that properties lease and any obligations that may need to be included in the tenancy agreement such as Service charges which may be payable by a tenant. Any relevant terms should be brought to the attention of potential tenants and agent if required at the earliest opportunity.
- The responsibility for paying service charges which relate to the repair and maintenance of the structure or exterior of the building, or common parts of the building should not be passed to tenants.
- Landlords and agents should seek to conduct all tenancy related matters and deal with prospective tenants in a professional, fair and reasonable manner.

- Providing someone interested in renting a property with full and detailed information on the property and the terms of the rental helps avoid misunderstandings and difficulties which could occur after they've entered a tenancy agreement
- Any fees charged to the tenant as a result of late payment of rent should be proportionate. Legitimate reasons for late payment should always be taken into account before any fee is charged.
- If a property is not served by mains gas, you should inform tenants of this and provide them with information about local suppliers of gas and how much this is likely to cost them, this will help them decide whether renting the property would be affordable for them.

### ***Setting up a Tenancy***

- References requested for a prospective tenant (or their guarantor, if applicable) should only ask for information relevant to the tenancy.
- If a previous tenant requests a reference to allow them to take out a tenancy on a new rental property, one should be provided. References should always be fair and accurate.
- Tenants should be given or signposted to the Welsh Government's publication "A Home in the Private Rented Sector – *A guide for tenants at the beginning of their tenancy*"
- Be considerate of a prospective tenant's circumstances when dealing with people who might be disadvantaged because of their age, illness, lack of understanding, lack of linguistic ability, economic circumstances or bereavement.
- If any extra terms are negotiated between the parties prior to the tenancy being agreed, such as new furniture which will be provided prior to the tenant moving in, these should be written into the rental agreement.
- Where possible, be accommodating towards prospective tenants with pets. Reasonable provision could be made within the tenancy agreement which could cover the possibility of any damage caused by pets to the property, or any furniture which may be provided with the property.
- A tenancy agreement should always be made in writing. A tenancy agreement made verbally still offers the same protection in the eyes of the law as a written tenancy agreement, but the evidence of a verbal tenancy agreement can be harder to prove.
- If there is a written tenancy agreement, it should be signed and dated by both the tenant and the landlord, or agent. A copy should be kept by the landlord, or agent, and a copy given to the tenant.
- A written tenancy agreement should also include: Guidance to the tenant on the rights to use any common parts or shared facilities, such as garages, parking spaces or gardens

- Details of any tenancy deposit required
- If known, which tenancy deposit protection scheme the deposit is to be registered with
- If known, how the deposit will be returned, and the terms of any deductions, together with an undertaking to return the balance of the deposit within a reasonable time, which is to be stated in the agreement
- A clear description of which party is responsible for paying: Council Tax, Utility bills Television Licence Phone, broadband, television subscriptions, or any other payable media services
- Any other regular charges linked to the tenancy which are liable to be paid by a tenant
- Any other fees or charges to be made with regard to the tenancy with a clear description of what they are for, and if they are returnable at any point. This is to include all fees charged to the tenant.
- How the tenancy can be terminated.
- It is always a good idea to produce an inventory before a tenancy. The inventory should be presented to the tenant at the start of the tenancy, and the tenant should be given an opportunity to check the inventory is correct before signing up to it. The tenant and the landlord or agent should both keep a copy.
- If a letting agent is involved, it should be made clear to the tenant that the tenancy agreement only relates to the landlord's and tenant's obligations. The letting agent should separately explain to the tenant what their responsibilities are.
- The tenancy agreement should allow for entry in the case of an emergency.

### ***Starting the Tenancy - Requirements***

- If the tenant is responsible for paying utility companies directly, provide the tenant with the relevant information to make it as easy as possible for the tenant to register with them as the customer from the start.
- Where utilities are metered, record the meter readings at the start of a tenancy. Utility companies should also be advised for water, sewerage, gas and electricity, as appropriate.
- The Local Authority should be informed of the date that the tenancy begins for council tax and electoral register purposes.
- Let the tenant(s) know the arrangements for the collection of refuse and recycling.

- Inform the tenant of the insurance arrangements for the property e.g. what is insured and by whom. If a tenant's own possessions are not covered by any existing policy, make this clear to them so they can take out their own contents insurance.
- Explain the workings of the heating and hot water installations, the location of the water stop tap, the main electrical fuse box (and shut-off switch), gas shut-off valve and the use of burglar alarm or any window and door locks.
- Tenants should be made aware of how to use any fire fighting equipment which may be provided, and how to exit the property safely in case of fire.
- Tenants should be provided with information about the proper use of heating and ventilation and practices to reduce the risk of damp and mould growth.
- At the start of their tenancy, information could also be provided to tenants about organisations who could offer them help and advice should something go wrong during their tenancy, such as Citizens Advice Cymru, Shelter Cymru or NUS Wales (if students).

### ***Collecting Rent***

- If used, rent demands should be clear and easy to read to help ensure they are understood by a tenant.
- Provide a receipt for the rent and/or an annual statement of rent if requested by the tenant.
- Agree with the tenant how the rent will be paid. The best method is considered to be by standing order. Rent should not be collected in the form of post-dated cheques.

### ***Contact Arrangements***

- Tenants should be provided with the details of the person who they can contact about their tenancy. These details should be kept up to date. The contact person should hold a licence issued by *Rent Smart Wales*. Details should include: A correspondence address
- A contact telephone number
- An email address (if available)
- The contact person should always respond within a reasonable period of time.
- If different from the person who a tenant should contact about general concerns with their tenancy, tenants should also be given details of how to make contact with a person licensed to deal with any problems within their property in an emergency.
- If the main contact person is unavailable e.g. on holiday, it's a good idea to inform the tenant and provide him or her with alternative contact arrangements.

- Tenants should be advised how to report repair and maintenance issues.
- Explain how the tenant can make a complaint and how they will be dealt with. It is helpful if this is in writing. This helps to ensure any complaints are dealt with fairly, promptly and efficiently.
- For an agent, or for landlords with a portfolio of properties, it is a good idea to include details of formal redress arrangements, where applicable.
- If access to the property is needed, it should be arranged for a mutually agreed reasonable time.
- Landlords should keep the structure and exterior of the property in repair. If an agent is responsible for carrying out the landlord's obligations and is unable to discharge these responsibilities for any reason, they should inform the landlord and give reasons why to enable the landlord to comply.
- If provided, a carbon monoxide alarm should comply with the BS EN 50291 standard, and be installed as the manufacturer's recommendations.
- Be responsive to tenants' requests for repairs and respond within a reasonable timescale. Bear in mind that some repairs which could be relatively minor for some people, could be of greater importance to others.
- **Emergency repairs:** these should be dealt with, or made safe, as quickly as possible, preferably the same day. Emergency repairs are where there is a risk of imminent danger to the health, safety and security of the tenant or somebody else on the premises. It could also be something that adversely affects the structure of the building.
- **Urgent repairs:** wherever possible, these should be dealt with within three working days of being notified. These include the failure of functions within the property, such as central heating, hot water, and electrical problems. A repair to a boiler which may be considered urgent in the summer months may be an emergency in very cold weather.
- **Other Repairs:** Most tenants recognise minor repairs are not a priority but aim to do them as soon as possible and no later than 30 days after the request was made.
- Remind tenants of their responsibility to carry out minor maintenance or repairs, such as replacing light bulbs or clearing pipes or drains they have blocked.
- Care should be taken when choosing contractors who are competent to perform repairs and maintenance on the property. Reasonable steps should be taken to ensure such contractors have: Public liability insurance
- Professional indemnity insurance, if appropriate
- Relevant trade qualifications where required
- Appropriate health and safety risk assessments

## ***Tenant Repairs***

- A tenant should never be evicted simply for making a reasonable repair or maintenance request.
- A request from a tenant to decorate the property should not be unreasonably refused. A compromise might be reached; for example if the tenant agrees to return the decorated area back to the original at the end of the tenancy.
- Should a tenant require adaptations to be made to a property to aid their mobility or access requirements around the property, then this should not be unreasonably refused. Allowing an adaptation to be made to a property could help to secure a longer-term rental income from the tenant of that property.
- Tenants should be consulted when there is a need to carry out repairs or maintenance at the property, unless there is an urgent need.
- Aim to ensure works are carried out to a reasonable standard so that they do not need to be repeated within a short period of time thus saving money and time.
- Inspect a property periodically to identify any hazards or repairs that require attention. It's a good idea to keep a record of inspections, with a list of any issues identified and action taken.
- Carbon monoxide alarms should be provided in all rooms where a gas, oil or solid fuel appliance is present.
- Properties should be fitted with smoke detectors. Ideally there should be at least one smoke detector on each floor of the property.
- Landlords and agents should ensure the safety of any solid fuel and oil heating installations. They should carry out appropriate routine maintenance, including the sweeping of chimneys and flues, on an annual basis.
- A check on the electrical installation should be carried out at least once every five years by a competent electrician, and the results should be recorded in the form of an Electrical Installation Condition Report (EICR).
- Maintenance of any heating appliances should be carried out by an appropriate registered competent person. Landlords and agents should maintain a record of servicing and work carried out.
- Effective insulation of properties, together with the installation of energy efficient boilers, can minimise heat loss, and reduce the cost of bills for tenants. This can help to make a tenancy more affordable for a tenant.
- Measures such as the installation of extractor fans and adequate central heating can help to prevent condensation and, more seriously, rising and penetrating damp which can be very costly to rectify.

## ***Renewing or Changing a Tenancy***

- Any tenancy renewal should always be accompanied by a written tenancy agreement. The tenant should be given sufficient time to review and sign this agreement.
- All fees payable, or potentially payable, to a landlord due to a tenancy renewal or change to a tenancy, should be clearly communicated to the tenant before any new tenancy agreement is made.

## ***Complaints Resolution Process***

- When things go wrong during a tenancy, good communication with the tenant is very important. You should ensure that the tenant is kept up to date with any action that is being taken.
- Assistance, such as mediation, could help to resolve problems before they escalate. This can potentially help to save landlords, agents and tenants on the cost of more formal legal proceedings.
- Tenants should be informed of any redress scheme that an agent may be a member of, such as The Property Ombudsman. They can help in situations where a tenant is still unhappy having followed an agent's internal complaints procedure.

## ***Ending a Tenancy***

- When giving or receiving a notice to end a tenancy, provide the tenant with written guidance which explains what steps they should take to help prepare the property for the end of the tenancy e.g. the handover of keys. Draw the tenant's attention to any specific clauses or obligations within the tenancy agreement relating in particular to proposed deductions from the tenancy deposit but also, for example, to specified standards of cleaning.
- An agent should always inform the landlord promptly, and in writing when they receive notice from a tenant that they wish to bring a tenancy to an end.
- If a tenant does not have accommodation to move into, or is struggling to find alternative accommodation, help them by providing information, such as the Local Authority's Housing Advice Service, Citizens Advice, or Shelter Cymru. Do not wait until the very end of a tenancy to do this, Under Part 2 of the Housing (Wales) Act 2014, Local Authorities have a duty to help prevent homelessness and they work with tenants, landlords and advice organisations to help to find solutions to problems.

- Aim to inspect the vacated property within 24 hours or on the next working day to establish whether it has been returned in the condition specified to the tenant. If this is not possible, then it should be the earliest possible day after the tenancy has ended.
- Inform the tenants of the date of the end of tenancy inspection. Give them a reasonable opportunity to attend the end of tenancy inspection.
- If the intention is to make a deduction from a deposit, when obtaining estimates for restoring the standard of the property and contents following a tenancy, all actions should be recorded. Seek guidance from the tenancy deposit scheme used to register the deposit.
- Notify the Local Authority and utility companies when a tenant no longer lives in a property.
- If applicable, record final gas, electricity and water meter readings and agree them with the tenant.

## Appendix.9

### *Gardens*

The rear garden must be easy to maintain. This should be assessed in relation to the intended occupants and will consider issues such as:

- poor design
- space constraints
- steep topography

The rear garden must be reasonably private. For example:

- Landlords must ensure gardens have proper/secure boundaries.

Secured by Design guidance advises that easy access to the back and sides of the dwelling can be prevented by the provision of locked gates. The use of post and wire fences, low level shrubs or walls is not considered suitable. Trellis topping also makes climbing difficult and will add security.

The rear garden must be safe and suitable for young children to play in. This also includes allowing supervision from the dwelling. Issues that may be considered in relation to this element are:

- boundaries should be suitable to prevent children leaving the garden and should not encourage climbing
- if the garden is on an incline, the landlord must ensure that the retaining walls are structurally stable and have an appropriate guard rail/balustrade
- ensure pathways are even and unobstructed

Landlords will have to assess each garden individually and where possible undertake improvement works despite constraints.

## **Appendix 10**

### ***Security***

The 2016 edition of 'SBD Homes' addresses the community safety and security requirements for all types of dwellings including individual houses, housing estates, low and high rise apartment blocks (including assisted living and student accommodation).

[http://www.securedbydesign.com/wp-content/uploads/2016/03/Secured\\_by\\_Design\\_Homes\\_2016\\_V1.pdf](http://www.securedbydesign.com/wp-content/uploads/2016/03/Secured_by_Design_Homes_2016_V1.pdf)

## **Appendix 11**

### ***HMO and Additional Licensing Standards.***

<http://www.rctcbc.gov.uk/EN/Business/LandlordGuidance/RelatedDocuments/Landlordhandbook2014.pdf>