



## **Backstage Academy**

# **Landlord and Tenant Charter 2016-17**

## Introduction

Backstage Academy provides a highly qualitative learning environment in which our students can thrive, whilst recognising that student achievement is also based upon diverse and non-academic external factors. Accommodation has become a significantly highlighted factor to increasing student satisfaction and student friendly property management is now an important and deciding element for prospective tenants. In order to deliver adequate housing provision for our students, we have developed a Landlord Charter as a means to provide a benchmark for accommodation provision.

This charter has been created in consultation with our off campus division, Backstage Academy student representatives and Universities UK 'Accommodation Code of Practice' (see Appendix 1). Whilst by no means as all-encompassing as the 'Accommodation Code of Practice', this charter aims to ensure best practice in consideration of student wellbeing via the supply and management of student accommodation.

Application of this charter assures students that both the Property Management Agents and Landlords we recommend are committed to the principles of good management. By publicising your commitment, we are certain that students will be more likely to seek out the excellent and safe accommodation you provide.

The charter details the level of service we and our students can expect from you, and provides a reciprocal agreement to you from student tenants. It is an annual agreement running from 1<sup>st</sup> August to 31<sup>st</sup> July each year and is a non-negotiable prerequisite to any and all property offered to our students. It is not intended to be a legal document; it is voluntary, aspirational and seeks to raise standards above that which is required by law. It indicates to both Backstage Academy and its students that you are aware of your managerial responsibilities and offers guidance to landlords who let to students. This agreement will be observed by annual and spot checks by Backstage Academy of properties, which will form part of the annual report on student accommodation submitted to our off-campus division.

In order to be a recommended and approved property supplier to Backstage Academy students, Property Management Agents and Landlords must register to the charter, and sign a charter agreement for **each** rental property. Backstage Academy will provide an accredited certificate for each property, agent and/or landlord. Correctly dated accreditation certificate must be displayed in the agent's office and each registered property.

Universities UK/Guild HE 'Code of Practice for the Management of Student Housing' can be accessed at <http://www.universitiesuk.ac.uk/aboutus/AssociatedOrganisations/Partnerships/ACOP/Documents/Cod eofPractice.pdf>

## Terms of Backstage Academy Landlord and Tenant Charter

*The Landlord/Agent agrees;*

1. Not discriminate against any student group or individuals, either directly or indirectly on the grounds of gender, race, colour, disability, religion, age, occupation, marital status or sexual orientation.
2. To provide a written agreement containing all necessary terms and conditions. This should also clearly explain the implications of the signed contract, including the term and liability for bills. Tenants should be given a copy of their signed and dated agreement.
3. To ensure there is a full and operational complaints procedure in place and that tenants are provided with a copy at the commencement of the tenancy agreement.
4. All properties must have a Land Registration Number (LRN), details of which will be provided to Backstage Academy with signed Charter agreement. Landlord Registration Number will be included on all advertised properties.
5. To provide tenants with a Tenant Information Pack (either electronic or paper) in advance of any tenancy agreement. Such information packs will include all relevant information included herewith and in all Appendixes.
6. To manage the property as sole managing agent. Students will not be expected to deal with or be referred to a property owner/private landlord.
7. To provide tenants with an inventory at the start of their tenancy, and allow 7 days for them to check it is accurate before signing.
8. To confirm in writing (with departing tenant) the condition of the accommodation within 21 days of the end of tenancy.
9. To accept responsibility for any reasonable cleaning at the end of the tenancy and make an allowance for fair wear and tear.
10. To be responsible for the internal and external structure of the property, except in the case of wilful damage.

11. To comply with all relevant legislative agreements and maintain the property to the relevant legislative standard (see Appendix 2).
12. To maintain service supply and installations in proper working order, i.e. electricity, gas, plumbing and also appliances for heating. To maintain all fittings, services & equipment are in a serviceable condition, except in the case of wilful damage (See Appendix 2).
13. To ensure that all properties are fitted with working British Standard Carbon Monoxide Detectors and Smoke Detectors which are regularly checked and serviced every 12 months.
14. To ensure that electrical safety inspections are carried out at least every 12 months in HMOs (See Appendix 2).
15. At the beginning of their period of occupation students must be provided with information on fire safety and good practice. Advice on action to be taken in case of fire including fire containment procedures must be prominently displayed (See Appendix 3).
16. Students must be given clear advice and information on what action is to be taken in the event of an emergency e.g. how to access emergency services, relevant contact details and mechanisms for reporting incidents and raising health and safety issues.
17. That liquefied petroleum gas (LPG) must not be stored within the accommodation.
18. To attend to all reported problems promptly; within 24 hours in an emergency, or within a maximum of 5 working days for more routine problems. If a problem cannot be resolved within this period, tenants should be given a date by which the work will be completed but this should not be more than a maximum of 10 working days.
19. To carry out emergency repairs (e.g. burst pipes) without delay.
20. To carry out urgent repairs (e.g. broken windows) as soon as possible after notification and in all cases within 5 working days, with the exception of continuous extreme weather conditions.
21. To give at least 48 hours' notice in order to gain access to the property, preferably in writing, except in an emergency or in agreement with the tenant.
22. To provide an emergency contact number for emergencies (See Appendix 4).

23. To not charge tenants *any* fees for signing a contract for the properties you manage, apart from a referencing fee, the legal deposit and rent due.
24. To keep any charges in addition to the rent, to a minimum. For example, for coin-operated clothes washers/dryers.
25. All utility services (electric, gas, water, broadband) will be charged at the current service provider's unit cost.
26. To return deposits within 28 days of tenants vacating the property or at the end of the tenancy. Any deductions from the damage deposit should be fully explained and supported by documentary evidence. All deposits must be entered into a Deposit Protection Scheme (DPS) or Tenancy Deposit Scheme (TDS) and the DPS/TDS number provided to the tenant and Backstage Academy.
27. To ensure that the following up-to-date certificates are displayed in all properties;
  - Annual Gas Safety Certificate
  - House of Multiple Occupation (HMO)
  - Land Registration Number (LRN)- unless exempt
  - Energy Performances Certificate (EPC)
28. To consider releasing a tenant from a contract (from the end of any remaining current academic semester), if they have left Backstage Academy and wish to terminate their agreement with you.
29. That all bedrooms will have the following;
  - Working door lock (with key/key card)
  - At least one bed
  - A wardrobe
  - A chest of drawers
  - One set of shelves
  - A desk and chair per occupant
  - Sufficient electrical sockets (*minimum* of 3 double switched sockets per room)
30. All properties will provide fully working fibre optic, business grade high-speed internet connection. For properties advertised as all-inclusive or inclusive of internet, business-grade Wi-Fi routers suitable for delivering high-speed internet to all tenants must be provided. Internet will be unlimited data usage.
31. That every bedroom will be located so that it is not necessary to pass through another bedroom in order to reach a bathroom, toilet or any common area.

- 32. To provide adequate food storage and cooking facilities (see Appendix 4).
- 33. To promote best practice in relationship and communications between Property Management Agent and/or Landlord and tenants (see Appendix 5).
  
- 34. To comply with all Landlord Charter Code of Practice in relation to the above which are most beneficial to the tenant (See Appendix 4).

Signed.....

Date.....

Print .....

Position.....

On behalf of.....  
(Landlord/Managing Agent)

*The Tenant agrees;*

1. To abide by the written agreement containing all necessary terms and conditions.
2. To undertake to pay the rent on time.
3. To ensure that refuse is uplifted in accordance with Council arrangements, especially at the end of each Semester. This involves putting wheelie bins out at the right time and in the appropriate manner, with tightly closed lids and taking them off the street as soon as possible after they have been uplifted. Arrange with the Council for special collections of larger items.
4. Not to tamper with safety equipment and systems, e.g. fire extinguishers and smoke alarms.
5. To keep the property clean, and returned to a clean standard as it was at beginning of rental.
6. To report any damages to the property to the landlord within one working day.
7. To report any necessary repairs within one working day of becoming aware of them.
8. To act as a good neighbour. This means, amongst other things, recognising that noise can be a particular problem and that any noisy activity outdoors should move indoors before midnight and be contained inside, taking into account the lack of soundproofing in many houses. As a matter of courtesy, always discuss with your neighbours plans for a party event, including proposed start and finish times
9. To follow as best possible all terms of the contract with the landlord or agent
10. To take all reasonable precautions in relation to the property whether or not they are resident in it, especially during absences in winter.

Signed.....

Date.....

Print .....

## Appendix 1

Universities UK is an organization representing universities in the UK. It supports universities, offering high quality leadership and support, to promote a successful and diverse higher education sector.

It developed the **Accommodation Code of Practice** in 2006 to reinforce and, where necessary, encourage better management of accommodation provided by higher education institutions and major private suppliers. Together with licensing requirements for HMOs for privately rented property, they should help to effect a sustained improvement in the management of all forms of student housing.

The code can be viewed at;

<http://www.universitiesuk.ac.uk/aboutus/AssociatedOrganisations/Partnerships/ACOP/Documents/CodeofPractice.pdf>

A revised Code of Practice was laid before Parliament on 4 November 2010. This was approved and came into force on the 25 November 2010. The code is designed as a statement of good practice which is subject to change and refinement in the light of experience.

The Accommodation Code of Practice voluntary, aspirational and seek to raise standards above that which is required by law. *They aim to help those managing student accommodation to identify the key elements of good management practice.* The code therefore sets out standards to measure the good management practice of accommodation rented to students (this could be anything from health and safety to returning of deposits).

### Why is the code important?

NUS (National Union of Students) has been involved in developing the code from the start because these code and accreditation are essential in ensuring students enjoy high housing standards during their studies. The code is important to all students as they set standards for accommodation providers to meet as well as a system by which students can complain if your accommodation does not meet these standards.

The code, in theory, ensure that those managing accommodation are committed to raising standards and employing good management practice, which then in turn ensures not only good physical standards where students live but a broad spectrum of good quality services (such as refuse collection or recycling to support and care when you need it). The code allows you to gauge your accommodation against a set of standards, and if it doesn't meet these standards there is a complaints procedure in place.

### Use of the code

#### 1. Knowing the code exists



It is an essential feature in the code that property management agents/landlords inform each tenant about the code. This may be through information packs, tenancy agreements, posters and other marketing materials, and must include a clearly defined complaints procedure.

Backstage Academy will encourage all students to make sure they are renting accommodation that is signed up to the codes in order to safeguard themselves and ensure they get the best possible accommodation.

## 2. **Knowing the complaints procedure**

In theory, students should be able to expect the accommodation provider to be committed to high standards of management. However, there may be times when accommodation does not meet the standards laid out in the code. It is vital this is flagged so as to alert both the accommodation providers and also those managing the code of the types of problems that are occurring and ensure they are rectified.

## **Appendix 2**

### **Electricity and Gas Supplies**

2.1 Except in the case of emergencies or essential maintenance, electricity and gas supplies and lighting must be maintained without interruption. Gas and electrical installations must be properly maintained and tested in accordance with statutory gas and electrical safety requirements and British Standards.

2.2 Where tenants need to operate controls for gas fired central heating, hot water systems, and / or fixed electrical room heaters or appliances, simple and precise instructions for their safe and efficient use must be available.

### **Gas Installations**

2.3 All gas supplies, distribution pipe work and gas fired appliances must comply with the relevant gas safety regulations.

2.4 All gas appliances must have an annual gas safety check undertaken by a Gas Safe registered gas installer. A copy of the safety certificate must be available in accordance with the regulations.

### **Electrical Installations**

2.5 All new electrical installations including fixed equipment must be installed and all existing installations maintained in accordance with the most recent version of the Institute of Electrical Engineers (IEE) Regulations.

2.6 All building electrical installations must be inspected and tested in accordance with statutory requirements, and the results recorded in an appropriate register.

### **Lighting**

2.7 Lighting must be provided in accordance with the Chartered Institution of Building Services Engineers (CIBSE) recommendations. In study bedrooms the recommended level of illumination may be achieved by the use of local task lighting.

## **Portable Appliance Testing (PAT)**

2.8 All portable appliances supplied by a Landlord and/or Property Letting Agent must be inspected and maintained in accordance with their PAT policy. In addition, all portable appliances must be checked before the start of a new tenancy agreement. PAT logs should be made available upon request. This is in addition to annual PAT on all appliances.

2.9 Where arrangements exist for the testing of tenant's personal electrical equipment these should be set down in the PAT policy. The Property Letting Agent and/or Landlord must make tenants aware of the PAT policy, and any procedure for having tenant's personal electrical equipment tested.

2.10 There must be a procedure for dealing with any potentially dangerous personal electrical equipment. This might include labelling as unsafe, an instruction to remove, or in extreme cases (subject to the terms of the tenancy), for example if there is a risk of fire or electrocution, removal to safe keeping or disabling. The tenants must be made aware of the procedure and the action implemented.

## **Water Supplies**

2.11 All premises must be provided with hot and cold water to appropriately marked taps. Any cold water supply that is not drinkable should be clearly identified.

2.12 Tenants should be made aware of location for stop cock.

## **Water Hygiene**

2.13 Hot and cold water services must be installed, monitored and maintained in accordance with HSE and statutory public health requirements including Legionella testing.

## **Appendix 3**

### **Fire Safety**

3.1 Information and advice must be provided to students at the beginning of their period of occupation on such matters as:

- Their role in the avoidance of fire risks
- Cooking and the safe use of cooking equipment
- Electrical safety – particularly voltage differences
- The dangers of using candles or storing flammable material
- Disciplinary action that may be taken if fire alarms or fire-fighting equipment is misused

### **Detection and alarm**

3.2 At the beginning of their period of occupation students must be provided with information on fire safety and good practice. Advice on action to be taken in case of fire including fire containment procedures must be prominently displayed.

3.3 Any fire extinguishing equipment provided must be properly and annually maintained.

3.4 Where applicable, fire safety systems must be maintained in working order and regularly tested in accordance with regulations relating to each particular piece of equipment and each building type. The design and detail of systems in existing buildings will be determined in accordance with a fire safety risk assessment and in consultation with the fire authority or local authority as appropriate.

3.5 A record of fire alarm testing and inspection must be maintained by Property Management Agent or Landlord and available upon request.

### **Escape routes**

3.6 In order to ensure safe evacuation of properties in the event of fire, safe access and egress (means of escape) must be maintained – including corridors, landings, stairs and hallways. The means of fire escape – internal and external – must be maintained and be available at all times. The design and detail

of systems in existing buildings will be determined in accordance with a fire safety risk assessment and in consultation with the fire authority or local authority as appropriate. Safety systems including:

- Emergency lighting.
- Emergency secondary power supplies such as generators and battery back-up systems.
- Fire door integrity including door closures.
- Automatic door release mechanisms.
- Emergency escape ironmongery such as push bars must be regularly tested in accordance with the appropriate British Standard.

3.7 Fire evacuation practices must be conducted at the beginning of each academic year in accordance with arrangements for particular buildings, fire detection systems and the local fire authority. A record must be maintained.

3.8 Once a student with a disability (including those with a temporary disability) is identified, Backstage Academy will undertake an assessment and advise the property management agency/landlord, after which they will put in place any specific arrangements (e.g. personal evacuation plans) in case of fire or other emergency. Any relevant arrangements will be undertaken within 14 days.

## **Appendix 4**

### **Health and safety standards and procedures**

4.1 Properties and their contents as supplied by an establishment must meet the requirements of all relevant health and safety regulations and codes of practice. Certain special circumstances (e.g. legislation relating to listed buildings) may justify a partial relaxation of these requirements.

4.2 Property Management Agent and/or Landlord must make an analysis of the risk of such events as fire, outbreak of disease or major breakdown of services and equipment and develop procedures for dealing with them. The analysis and the procedures must be documented (e.g. in risk registers) and should be readily available for inspection.

4.3 Tenants must be given clear advice and information on what action is to be taken in the event of an emergency e.g. (where applicable) how to access first aid provision, relevant contact details and mechanisms for reporting incidents and raising health and safety issues.

4.4 It must be a requirement in every tenancy agreement for the tenant to maintain a reasonably safe environment for the Property Management Agent and/or Landlord who may have to enter the premises e.g. ensuring that cables to personal electrical equipment are safe.

### **Kitchen facilities and cooking equipment**

4.5 Where provided, all kitchen facilities must be maintained in good order and repair with all equipment supplied in good working order. Facilities for the preparation, cooking and storage of food must be appropriate to the number of tenants using the facilities in accordance with local authority published standards.

4.7 User's instructions must be available.

### **Food storage**

4.8 Cold storage provision must be made available within self-catering properties.

## **Bathroom, toilet and shower areas**

4.9 These areas must be provided with adequate ventilation and slip-resistant flooring. All sanitary ware must be in good working order and free from cracks and breaks. All toilets must be provided with fitted toilet seat. Shower curtains or screens must be provided as appropriate.

## **Planned Maintenance**

4.10 All maintenance works should be undertaken so as to minimise inconvenience to residents. This will not always be possible with unplanned (reactive) maintenance. For planned maintenance 7 days' notice should normally be given to residents; endeavours should be made to avoid sensitive periods such as examinations. For urgent work the minimum notice should be 24 hours unless an emergency requires immediate action.

## **Grounds maintenance**

4.11 All planting and fences around residences should be maintained, by Property Management Agents and/or landlords to minimise opportunities for concealment of intruders. Principal pathways and car parks must be hard paved (or have another suitable surface) and must be illuminated appropriately for the environment.

4.12 Grounds should be cleared of rubbish and litter on a regular basis and kept tidy. Students should be encouraged to avoid causing, or adding to, litter. Particular care should be taken to provide adequate and appropriately located cigarette disposal bins.

## **Environmental Quality**

4.13 Adequate heating, lighting, hot water and ventilation must be provided, in working and as appropriate, for each bedroom, social space, kitchen, circulation space (e.g. corridors, stair cases, entrance lobbies) and shower/bath room.

## **Refuse Collection**

4.14 Provision must be made for the collection of all domestic refuse. Details should be communicated to all tenants and notices on collection arrangements should be placed in appropriate common areas.

## **Pest Control**

4.15 Arrangements for reporting infestations should be made clear together with the anticipated response times.

### **Recycling**

4.16 Where local authority or private recycling/refuse schemes exist, and where it is viable to do so, Property Management Agents and/or Landlords should encourage residents to take advantage of this provision. Details of recycling arrangements, including the location of recycling stations and/or local authority weekly collections should be communicated to tenants and contained in the Property Management Agent environmental policy.

### **Transport and Travel**

4.17 Residents must be advised of any car parking arrangements. The information provided must also refer to the availability of bicycle and motor cycle parking.



## **Appendix 5**

### **Landlord and Tenant relationship**

5.1 It should be noted that for the greater majority of Backstage Academy students, this will be their first time away from home and the first time they have entered into tenancy agreements. For many new students, entering Higher Education it is their first experience of living independently and managing their time, finances and relationships. Research notes that the causes of academic failure are diverse and often not academic in origin. It is further noted that good pastoral care and sensitive communication can lead to better examination results, improved student retention / completion rates, reduced psychological stress and increased student satisfaction. Thus, we encourage that all Property Management Agents and/or Landlords, communicate with tenants in a manner that promotes understanding, clarity and in no way causes any undue distress to tenants.

5.2 A written contract must exist between the Property Management Agent and/or Landlord and tenant for the provision of residential accommodation prior to the commencement of the tenancy. This must be provided by the Property Management Agent and/or Landlord and include reference to any and all contractual terms and responsibilities of both the Property Management Agent and/or Landlord and the tenant.

5.3 The terms of any contractual relationship and information on the respective roles and responsibilities of the Property Management Agent and/or Landlord and the tenant must be made available to all prospective tenants in advance of tenants entering into a contractual relationship for accommodation.

5.4 Property Management Agent and/or Landlord must make available the following information:

5.4.1 Where applicable, tenants must be advised of any cleaning schedules. These must include which areas are cleaned, the frequency of cleaning, and any student responsibility for cleaning of facilities in accordance with a service level statement if applicable. All rooms must be prepared for the start of occupancy in a clean and habitable condition.

5.4.2 Where provided, Laundry facilities must be maintained in good working condition. Instructions, including fault reporting and emergency procedures, must be made available.

5.4.3 The relevant procedures for application including any application eligibility criteria.

5.4.4 The fees and charges for each type of available accommodation.

5.4.5 The length of the contract period for each room type.

5.4.6 Availability, if any, of parking facilities and/or cycle storage.

5.5 Payment schedules and options for payment, including any additional costs that may be incurred by a tenant (e.g. late payment charges, debt pursuance charges, debt arrears penalties) and any discounts that may be available and the terms under which these are offered.

5.6 The terms under which a tenant or Property Management Agent and/or Landlord is able to terminate or cancel a tenancy agreement.

5.7 The procedure for lodging a complaint about the accommodation or management of the property, or ancillary services provided by the Property Management Agent and/or Landlord.

5.8 Information concerning Property Management Agent and/or Landlord right of access to any part of rented property including shared common areas and bedrooms.

5.9 Arrangements for access.

5.10 The procedure for reporting a defect or requesting maintenance: including who to contact and contact details.

5.11 Arrangements for access in the event of lost keys must be set out in the tenant's information pack.

### **Property Management Agent / Landlord contact details**

5.12 At the commencement of occupancy, Property Management Agent and/or Landlord must provide tenants with relevant contact details and also, as appropriate, any central accommodation office or maintenance office etc. This should include all relevant contact details for emergency events.

### **Insurance liabilities**

5.13 Property Management Agent and/or Landlord must provide a statement outlining the extent of their own insurance liabilities in respect of a tenant's belongings and personal items.

### **Anti-Social Behaviour and Disciplinary Procedures**

5.14 Property Management Agent and/or Landlord must demonstrate procedures to minimise and, deal with, any anti-social behaviour\* by tenants or their visitors.

(\*The term anti-social behaviour is used here in a general and not a specific statutory sense.)

## **Conduct & behaviour**

5.15 Property Management Agent and/or Landlord should encourage tenants to act in a fit and proper manner at all times, treat both the property and neighbours - fellow tenants and members of the local community – with due respect, regard and consideration.

Authors;

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