

HOUSING SERVICES

Landlord guide for renting self-contained property 2016-2017

Welcome

Welcome to the University of Sussex guide for landlords. This guide has been produced to provide information about letting your property to students studying at the University of Sussex. Whilst we house the vast majority of our first year students in university managed, headleased or nominated accommodation, returning students and the majority of postgraduates look for accommodation in the private rented sector. We also welcome details of properties available to let to staff or faculty only.

Once you are registered with us your property will be advertised on Sussestudentpad. This is a password-protected website that we run in conjunction with Studentpad, a company who

work with many universities in providing details of property available in the private rented sector. Sussestudentpad.co.uk allows landlords who wish to do so, the facility to update their own information and to add their own pictures to their adverts. If you wish to do this please contact the Housing Services team and we will provide you with your access details.

We hope you find the information in this booklet useful. We welcome the contribution that local landlords make to housing our students and look forward to hearing from you if you have any further questions.

Contact details are on back cover and page 25.



About us

WHY CHOOSE US?

The University of Sussex currently has a population of around 15,000 students, aiming to raise to 18,000 within the next five years. The Housing Services team provides help and advice to students who are looking for somewhere to live and to landlords who wish to let to students.

Student expectations of their housing are increasingly high, and these days students demand and expect the highest quality of accommodation and furnishings. Properties also need to offer value for money and deliver high safety standards and security.

This booklet gives guidance on how to register your property with the University of Sussex. It also contains information with regard to types of preferred property, landlord and tenant responsibilities.

EQUAL OPPORTUNITIES

The University of Sussex is committed to providing a fair environment that embodies and promotes equality of opportunity and values the diversity of all members of our community. To reflect this, owners must ensure that there is no discrimination in the provision and letting of accommodation and that all tenants are treated respectfully and fairly.

Discrimination on grounds of disability, gender, marital status, family or caring responsibilities, race, colour, ethnic origin, sexual orientation, age, gender identity, nationality, religious beliefs, may be unlawful as well as representing a breach of university policy.

Failure to respect the University's commitment to equal opportunities may result in owners being removed from the accommodation register.

DATA PROTECTION

Personal data, i.e. any information from which a living person can be identified, is covered by the Data Protection Act 1998 whether it is stored manually or on computer. All personal information provided will be treated strictly in terms of the Act. This means that confidentiality will be respected, and that all appropriate security measures will be taken to prevent unauthorised disclosure. The data which we require is necessary for the proper administration of our relationship.

We will not share information with other parties unless required to by law or unless authorised by the individual themselves.



Sussexstudentpad

THE MAIN ADVANTAGES

- Your property can be seen by at least 15,000 students.
- The service is free to owners – there is no charge to register or advertise.
- We actively market and encourage students to use the website.
- Over the summer, the site receives up to 50,000 hits a month.

WHAT IS STUDENTPAD?

www.sussexstudentpad.co.uk is an online database of properties available to students at the University of Sussex. Students looking for a place to live in the private sector can search for and locate properties on the database.

To list your property on **www.sussexstudentpad.co.uk** you will need to register with us. This will enable university students or prospective students to see your property details from wherever they are based. The site is password protected so only those authorised by the University will be able to see property details.

REGISTERING

Registering requires the following:

- If you have registered with us before we will send you a new form each year. If you are a new landlord, please contact housing services for a chat and an information pack.
- Return the completed form, with the Code of Standards declaration signed, to the Housing Services team with the following:
 - current landlord/home owner Gas Safety Record (see page 8)
 - Electrical Installation Condition Report (EICR) (see page 7)
 - an Energy Performance Certificate (see page 7)

- House in Multiple Occupation (HMO) Licence (if required by the local authority – see page 4).

When we have received your completed registration form and all the required documentation and are satisfied that your property complies with the Code of Standards we will advertise your property on the site. We find that owners who provide photos receive a better response to their advertisements. You can now add as many pictures as you like to your advert, either by uploading them to the site yourself or emailing them to Housing Services as jpegs.

Please note that it is your responsibility to make sure that applications submitted for listing are complete. We are unable to register properties if documents are missing.

We inspect Sussexstudentpad properties on a random basis to ensure compliance with the Code of Standards. However, if we receive a complaint about a particular property we will need to investigate the issues raised and may wish to inspect the property.

We do not advertise the street number of your property so students will only be able to view properties by making an appointment directly with you or, if you prefer, with the current tenants after seeking their permission.

Once registered, your property details will be displayed for two months unless we are advised that the property is let or until one or more of your certificates expire.

RENT LEVELS

We have removed any specific rent guidelines to provide greater choice and flexibility to owners and students. It is the owner's responsibility to ensure that the rent reflects the quality, location, amenities and decoration of the property. However, we reserve the right to remove properties that we feel are unrealistically priced.

Letting a property



WHAT TYPE OF PROPERTY

The greatest demand amongst students is for 3, 4, 5 and 6 bedroom houses. Whilst we do get enquiries for bedsits, studios and one or two bedroom flats, there is much less demand for this type of accommodation.

We also get enquiries from people who are looking to rent a room with a live-in landlord, quite often from students coming from overseas or those who only coming for part year courses.

Self-contained properties should normally provide a single study-bedroom (of at least 6.5 meters squared where a communal room is provided or of at least 10.0 square metres if there is no communal area).

Location is also very important. Students are discouraged from using cars so it is best if the property is near to public transport, either on main bus or train routes.

AGREEMENTS AND PAYMENT

ASSURED SHORTHOLD TENANCY

The vast majority of self-contained residential tenancies let privately have assured shorthold tenancies. These allow the owner to take the property back after a fixed period as long as the correct procedures are followed. Generally, assured shorthold tenancy agreements are let for a minimum of six months and the landlord has to issue a Section 21 Notice at least two months before possession is needed. You can view a guide for landlords here:

<https://www.gov.uk/private-renting>

TENANCY AGREEMENTS

We require all tenancy agreements to be in writing as this avoids confusion between both parties. Assured shorthold tenancy agreements can be purchased from legal stationers or are available

free of charge to those landlords who are members of landlord associations.

Experience proves that 52 week tenancies can result in repairs not being completed. The University therefore recommends that accommodation contracts should be for no longer than 50 weeks, allowing a 2 week interval between tenancies for essential repairs/maintenance/cleaning to be carried out.

UNFAIR TENANCY TERMS

The Unfair Terms in Consumer Contracts Regulations 1999 requires landlords to ensure that their agreements are in clear language and not containing any 'unfair terms' such as clauses that impose unfair restrictions, penalties or obligations on the tenant.

DEPOSITS AND INVENTORIES

All deposits taken by landlords for assured shorthold tenancies in England and Wales must be protected by a tenancy deposit protection scheme. Within 30 days of receiving the deposit you must provide the tenant with:

- the landlord or representative's contact details
- which tenancy deposit scheme they are using and the contact details for the scheme
- information outlining the reasons for taking a deposit
- how you can apply to get the deposit back at the end of the tenancy
- what you can do if there is a dispute about the deposit.

There are three government approved schemes:

- Deposit Protection Service (DPS)
www.depositprotection.com
- MyDeposits
www.mydeposits.co.uk

- Tenancy Deposit Scheme (TDS)
www.thedisputeservice.co.uk

Disputes are resolved by an Alternative Disputes Procedure where possible within 28 days. Deposits should be returned to tenants if there is no dispute within 10 days. For more information and frequently asked questions please visit www.direct.gov.uk/tenancydeposit or www.thedisputeservice.co.uk

We suggest that all landlords take a deposit as a safeguard against damage or unpaid bills in the landlord's name. It is usual to charge the equivalent of one month's rent where rent is paid monthly or the equivalent of one week's rent where rent is paid weekly. You should never deduct from the deposit to cover 'fair wear and tear'. The tenancy agreement should also outline what the deposit may be used for.

We will investigate any complaints made by students stating that their deposit has been unfairly withheld. If a registered landlord is found to be unfairly withholding deposits, they will be removed from the register.

INVENTORIES

It is vital that you provide an up to date inventory for each property you let. It is a recommendation of deposit protection that this inventory is completed by a third party. An independent inventory protects you as well as your tenant.

HOUSES IN MULTIPLE OCCUPATION (HMO)

Since April 2006 properties of three or more storeys occupied by five or more unrelated tenants sharing facilities have been required to obtain a licence from the local authority.

There are two types of licensing for Houses in Multiple Occupation (HMOs) in Brighton & Hove.

CITY-WIDE NATIONAL LICENSING.

The Housing Act 2004 requires landlords of larger HMOs to apply for licences. HMOs that need to be licensed are those which:

- have three or more storeys, and which are occupied by five or more people forming two or more households (ie people not related or living together as a couple), and
- have an element of shared facilities, (eg kitchen, bathroom, etc)

ADDITIONAL LICENSING FOR SMALLER HMOs IN TWELVE WARDS

This applies, under locally adopted schemes, to smaller houses in multiple occupation consisting of two or more storeys, with three or more occupiers from two or more households sharing facilities.

As far as licensing is concerned, attics and basements are included as storeys if they are used as part of the living accommodation.

- Hanover and Elm Grove
- Moulsecoomb and Bevendean
- St Peter's and North Laine
- Hollingdean and Stanmer
- Queen's Park

and also in the following seven wards since 2 November 2015

- Brunswick and Adelaide
- Central Hove
- East Brighton
- Goldsmid
- Preston Park
- Regency
- Westbourne

Any landlord considering buying a property for student letting in one of the twelve wards should visit www.brighton-hove.gov.uk or contact the Brighton & Hove City Council Private Sector team on 01273 293156.

TAX AND INSURANCE

COUNCIL TAX

Please note that if you are unable to prove that your property was occupied solely by students at a later date, you may be asked to pay any council tax owing on the property.

INCOME TAX

If you own a rental property you are obliged to pay tax on any income or profit you make from it.

Contact your local tax office for more details or visit: www.hmrc.gov.uk

INSURANCE

Landlords are advised to contact their insurance companies before letting to students to ensure that they are covered for student occupants. Not doing so may render policies null and void. Students are advised to provide their own insurance for their personal belongings.



The Right to Rent

RIGHT TO RENT SCHEME TO ROLL OUT ACROSS ENGLAND FROM 1 FEBRUARY 2016

The Home Office has announced that from 1 February 2016, the Right to Rent scheme will be extended across England. This means all private landlords in England, including those subletting or taking in lodgers, will have to check new tenants have the right to be in the UK before renting out their property.

The scheme is being extended following an evaluation of the first phase in the West Midlands (which has been published on www.gov.uk/government/publications/evaluation-of-the-right-to-rent-scheme) and has received the continued input of a panel of industry experts, housing and homeless charities and local authorities.

Right to Rent is one part of the government's ongoing reforms to the immigration system to make it harder for people to live in the UK illegally.

WHAT THIS MEANS FOR THE PRIVATE RENTED SECTOR

As of 1 February 2016, anyone who rents out private property in England will need to see and make a copy of evidence that any new adult tenant has the right to rent in the UK (for example a passport or a biometric residence permit).

The process is simple and many organisations in the private rented sector already check the immigration status of tenants.

In most cases, checks can be carried out without contacting the Home Office. However, if a tenant has an outstanding immigration application or appeal with the Home Office, landlords can request a Home Office Right to Rent check. A yes or no answer will be provided within two working days.

Landlords who don't make the checks could face a civil penalty of up to £3,000 per tenant if they are found to be renting out a property to someone who is in the UK illegally.

The Government is also making it easier for landlords to evict illegal migrants as part of the Immigration Bill. Visit www.gov.uk/government/collections/immigration-bill-2015-16

You can read more about Right to Rent at www.gov.uk/check-tenant-right-to-rent-documents

Register your details for updates on the roll out of the scheme at www.qbaseprojects.co.uk/homeoffice/survey.asp?id=27

HOW TO DO A CHECK

1. Establish who will live at the property
2. Examine original documents
3. Take dated copies
4. Return originals and retain the dated copies as evidence.
5. If there is an application outstanding with the Home Office, ask the Landlords Checking Service to confirm status.
6. For temporary migrants, make further checks just before permission to be here runs out.
 - A list of acceptable documents is on www.gov.uk, and includes a passport with a Biometric Residence Permit.
 - Landlords should check all adult tenants, regardless of perceived nationality.
 - Landlords can transfer liability to agents in writing.
 - Sub-letters are liable if they have not informed their landlord of the let.

What to provide

WHAT SHOULD BE PROVIDED IN A SELF-CONTAINED PROPERTY

Although we may accept unfurnished properties, most students will have little furniture of their own and you may find it harder to let unfurnished accommodation. The property should have central heating.

FURNITURE AND FURNISHING (FIRE SAFETY) REGULATIONS 1988

Owners are responsible for ensuring that all upholstered furniture complies with this legislation. Please refer to page 10.

A recommended contents list would be:

FOR EACH STUDY BEDROOM

- Bed with a clean, firm mattress (any replacement mattresses must be new)
- Cotton quilted mattress cover/protector
- Wardrobe (not canvas or plastic)
- Mirror (fixed to the wall)
- Chest of drawers with adequate storage
- Desk or table (minimum size 2.5ft x 3ft)
- Upholstered desk chair which is suitable for study use
- Book case or wall shelving of an appropriate size
- A large noticeboard should substantially reduce blu-tac damage to walls
- Rubbish bin
- Lined curtains with the addition of nets in ground floor rooms. In some instances blinds or other alternatives are suitable. Other suitable coverings are required for all other windows
- At least four electrical plug sockets positioned appropriately to minimise use of extension leads

KITCHEN

- Free-standing or built-in cooker with a separate four-ring hob, clearly visible operating controls and working auto ignition. For six or more students a second cooker or microwave must be provided
- Refrigerator – suitable for the size of dwelling and numbers of people sharing (allow one shelf per student)
- Freezer, minimum size 4.5 cubic feet (allow one shelf per student)
- Plumbed-in washing machine
- One cupboard for each student and adequate food preparation areas
- Chopping board (replaced annually)
- Rubbish bin of adequate size
- Fire blanket (checked annually by the owner and replaced if used)
- Floor should be vinyl or of a similar washable surface, not Flotex or similar coverings
- A PAT tested microwave in properties with four bedrooms and above
- A PAT tested kettle and toaster

COMMUNAL ROOM

- Enough comfortable and contemporary seating to enable students to sit together
- Table and chairs (if not in kitchen)
- Working television aerial or satellite dish
- Adequate low energy lighting for night time and enough natural light for daylight hours
- All broadband routers, central heating and hot water controls, fuse boxes, meters and emergency cut off valves must all be located in a communal space and not within a study bedroom to ensure access by all the tenants in the property

WHAT TO PROVIDE

BATHROOM

- Shower – either a shower unit or bath with mixer taps and plug hole cover or trap
- Sufficient cabinet or shelf space for those sharing
- Washable nylon shower curtain (renewed annually)
- Electric extractor fan ideally with a humidistat sensor
- Towel rails/hooks
- Mirror
- Toilet brush (renewed annually)
- Floor should be vinyl or of a similar washable surface, not Flotex or similar coverings

GENERAL

- Adequate, safe fixed heating, preferably central heating
- Working phone point allowing internet access or wireless router
- Ironing board (with cover)
- Vacuum cleaner and tools in good working order, serviced annually and suitable for the size of property and regular use
- Broom, dustpan and brush
- Mop and bucket (mop head replaced annually)
- Dustbin (or local authority-provided bin) and recycling bins
- Doormats
- Lockable outbuilding for student use or space for cycle storage (where possible)
- A clothes airing rack or other means of drying washing and external washing line where possible
- A notice board fixed solidly to a wall in a communal area for the display of security and other relevant information

Although it is not a legal requirement for a landlord to undertake a risk assessment using the Housing Health and Safety Rating System (HHSRS), we believe it to be good practice to ensure that the property is safe, secure, adequately heated, clean, dry and in good repair. As a general rule, the property should be one that you would be happy to live in!

The Housing Act 2004 introduced the HHSRS to replace the old fitness standard and it applies to all properties in England and Wales, including those with resident landlords. The goal of the HHSRS is to provide a safe and healthy environment for any occupier or visitor. Put simply, the rating system works by assessing the risk associated with certain hazards. Any property advertised on Sussexstudentpad must be free of any category 1 hazards and there is a requirement by the local authority to take action when a category 1 hazard is identified. For more on information on HHSRS please contact your local authority (see page 21 for details) or visit

www.communities.gov.uk/publications/housing/hhsrsoperatingguidance

www.communities.gov.uk/documents/housing/pdf/150940.pdf

DOORS, LOCKS AND KEYS

Owners should check their insurance policy for security requirements. All locks should be to British Standard and external doors must be of a solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened laminated glass. The door frames should be strong and well secured.

Any door providing a means of escape, and which is required to be kept locked, shall be fitted with a type of lock capable of being opened, easily and quickly from within, without the use of a key. Bedroom doors with locks require an internal thumb release lock.

WHAT TO PROVIDE



ELECTRICAL SAFETY

ELECTRICAL INSTALLATION CONDITION REPORT (EICR)

We accept a full EICR with a 'satisfactory' rating from contractors registered with a Competent Person Scheme such as:

- ELECSA
www.elecsa.co.uk
0333 321 8220
- NAPIT
www.napit.org.uk
0845 543 0330
- NICEIC Group Ltd
www.niceic.com
0870 013 0382

If the certificate has a satisfactory rating but lists category 1 and 2 items, we will require written evidence from the electrician that all such items have been satisfactorily dealt with. A Domestic Electrical Installation Certificate (DEIC) for a completely new installation is acceptable, but a DEIC for an 'alteration' will require in addition a full EICR. If in any doubt, we suggest that you go back to your electrical contractor and ask them to certify that the DEIC applies to the full installation and covers all the points that would have been covered in an EICR. We will require written confirmation that an EICR would be mere duplication of the DEIC.

Please note we will not consider a property until we have seen a complete copy of the Electrical Installation Condition Report (EICR) plus any evidence that category 1 and 2 items have been rectified. We require an EICR to be completed every five years.

PORTABLE APPLIANCE TESTING (PAT)

It is recommended that owners do not supply any electrical equipment to the dwelling unless it has been portable appliance tested. This applies to fridges, freezers, cookers, vacuum cleaners and any other portable electrical items or electrical appliances supplied as part of the fixtures and fittings of the property. It is a legal requirement that landlords ensure the safety of electrical appliances in their properties.

MINOR DOMESTIC ELECTRICAL INSTALLATION WORKS CERTIFICATE

It is a requirement of part P of the Building Regulations that any electrical installation fitted in a room where water is present, such as a kitchen or bathroom, requires a minor domestic electrical installation works certificate. An annual inspection of electrical fittings and installations at the end of the tenancy is recommended to ensure that any defects are remedied before a new tenancy period begins.

Further information is available from:

- Electrical Safety Council
www.esc.org.uk
- Health and Safety Executive
www.hse.gov.uk

Electrical fuse boxes/meters may need to be enclosed by 30-minute fire resistant material. Owners must contact their local authority or fire officer to ensure their fuse boxes comply with current legislation and provide documentation, if appropriate, to the relevant office.

ENERGY PERFORMANCE CERTIFICATES

Energy Performance Certificates (EPC) became a legal requirement for dwellings being rented in the private sector on 1 October 2008. The EPC rates the energy performance of a building. The idea is similar to the well-established energy labels for the sale of white goods such as washing machines.

For more information please see www.epcregister.com



FIRE SAFETY

Landlords must ensure the fire safety of their property. To assist landlords in complying with this duty the Local Authorities Coordinator of Regulatory Services (LACORS) has published national fire safety guidance for landlords and local authorities, a copy can be downloaded from www.lacors.gov.uk/lacors/NewsArticleDetails.aspx?id=19844

The guidance gives advice on carrying out a risk assessment and appropriate fire safety measures in residential properties. By following this guide Landlords can ensure that they have complied with their legal responsibilities. The landlord must carry out a risk assessment on the property and meet the following requirements. More detail can be found in section 6 of the Code of Standards under Health and Safety.

FIRE DOORS

It is necessary to have a fire door installed to the kitchen so that the area is isolated and protects the means of escape in case of fire. The requirements are for a 30 minute fire door which should be fitted with a cold smoke seal usually seen running along the sides and top of doors and often found as one integrated unit. The door should also be fitted with an efficient self-closer and ideally treated with a fire retardant finish. It is the responsibility of the owner to ensure that fire doors comply with current regulations.

FURNITURE AND FURNISHING (FIRE SAFETY) REGULATIONS 1988

Owners are responsible for ensuring that all upholstered furniture complies with this legislation. Items covered by these regulations include beds, headboards, mattresses and bases, sofa beds, futons, settees, armchairs, padded upright chairs, scatter cushions, seat pads and pillows,

loose and stretch sofa covers. They must be in good condition and the fabric must not be torn or damaged. Students should not be permitted to

bring their own furniture into the property or use portable heaters in the properties without prior permission.

INTERLINKED SMOKE ALARM SYSTEM

The University requires interlinked mains wired smoke alarms with integral battery back-up located in the escape route at all floor levels and in the lounge; additional interlinked heat alarm with integral battery back-up located in the kitchen. All systems must comply with current British Standards.

Please see LACORS for guidance on the type of system.

WALL-MOUNTED FIRE BLANKET

A wall-mounted fire blanket must be fitted on the kitchen wall, away from the cooker, close to the exit and in a place where it can be used effectively. Fire blankets need to be checked for signs of deterioration and replaced immediately by the owner if used.

GAS SAFETY

GAS SAFETY RECORD

By law, landlords are responsible for making sure gas appliances are maintained and checked for safety every 12 months by a registered installer. We will need to see proof of the annual service and a current copy of a Landlord's Gas Safety Record. This work must be carried out by a registered Gas Safe engineer. More information about Gas Safe Register can be found here:

- www.gassaferegister.co.uk
- www.hse.gov.uk/gas/domestic
- HSE Gas Safety Advice Line
0 800 300363

Although we would prefer to see original copies, we will accept scanned or photocopied versions. It is a criminal offence to falsify a gas safety record.

GAS SAFETY RECORD – CASE STUDY

A landlord in Wigan received a community service order for falsifying the dates on an annual gas safety check certificate to pretend that it was still valid.

The Health & Safety Executive took legal action against the landlord after it discovered he had changed the dates on the record. On 13 April, Trafford Magistrates' Court heard his tenant had contacted the authorities after suspecting a carbon monoxide leak at the house. A National Grid engineer visited the property and sealed off the gas supply after finding a leak.

The court was told the landlord had arranged a gas safety check at the house through his letting agents in April 2009, which expired a year later. When he decided to hire a new agent in April 2011, he provided a copy of the gas safety document with the dates altered so that it appeared to still be current.

The landlord pleaded guilty to a breach of the Gas Safety (Installation and Use) Regulations 1998 by failing to arrange an annual gas safety check. The landlord received a community order requiring him to carry out 150 hours of unpaid work in the next 12 months. He was also ordered to pay £600 towards the cost of the prosecution.

CARBON MONOXIDE DETECTORS

Carbon monoxide detectors are required in each room where there is a gas appliance. It is the responsibility of the owner to make sure that carbon monoxide detectors are properly located and where possible fixed and that they meet current European and British safety standard BS EN 50291. They should be tested at appropriate intervals, and replaced if they become defective. The most recent gas certificate stationery now includes an additional field about CO alarms. It is

not mandatory for registered Gas-Safe engineers to check CO alarms at present. The University considers that it is essential for this field to be completed by the landlord's gas engineer which should ensure that the alarm is in date, functioning and in the correct location.

TENANT RESPONSIBILITIES

The University make every effort to inform student tenants of their responsibilities under a tenancy agreement by providing information leaflets and advice on the main University websites at:

- www.sussex.ac.uk/residentialservices
- www.sussexstudentpad.co.uk

We also run a series of housing talks that are aimed to help students with their search for accommodation and to also highlight their responsibilities as tenants and neighbours so that they can look after their property and fit in with the local community.

The University will provide references for those students who have been resident in halls of residence or in private sector properties managed by the University.

A tenant has a number of responsibilities as part of a tenancy agreement, these include:

- paying the rent on time
- not causing a nuisance to neighbours or other occupants
- using the property in a proper manner and avoiding damaging it
- taking steps to prevent major damage eg turning off water if pipes have burst
- securing the property when it is empty
- undertaking minor maintenance eg unblocking sinks, replacing light bulbs, general cleaning
- informing the landlord if any repairs are needed.

TENANTS WITH A DISABILITY

Landlords have new responsibilities from December 2006 when responding to tenant requests for alterations. Further information can be found at www.direct.gov.uk/disabledpeople

COMMUNITY LIASON

The University of Sussex is committed to working with our students living in the city to develop effective relationships that could make for good community living. We expect our students to behave well and have a package of support and disciplinary procedures in place, together with members of the Housing Services team frequently attending community meetings and working with a range of partners.

We underline the importance of using public transport in the city to our students so as to avoid bringing cars into neighbourhood communities where possible, and we ask all of our students to be respectful of parking regulations when they are in operation.

DEALING WITH TENANTS THAT ARE CAUSING ANTI-SOCIAL BEHAVIOUR

It is important as a private landlord that you endeavour to help out if any of your tenants are causing antisocial behaviour that happens in or around any properties that you are renting out. This means that if tenants in your properties are causing trouble, you have a duty to try to put a stop to it. If you don't, the council can take action to resolve the situation.

One of the benefits of being a landlord in the Brighton & Hove area is that you have two Universities to market your properties to and we do ask that you help out when tenants living in your properties cause excess noise or rubbish problems. When we receive complaints from members of the public we expect our landlords to help out with resolving the situation as quickly as possible.

FOR LANDLORDS WHO REQUIRE AN HMO LICENCE TO RUN THEIR PROPERTY

There is a need to ensure that tenants are aware of their rights and also their obligations and that these will be enforced. The council requires that the licence holder should provide tenants with a written statement of their tenancy rights and obligations to include a clause on anti-social behaviour. This may be displayed in a suitable position and be readily visible to residents in the house. Tenants will be required to take reasonable care to avoid causing damage in the property and any nuisance to their neighbours and that if these requirements are disregarded the licence holder may instigate possession proceedings.

The licence holder should undertake to inform tenants about rubbish collection, causing excessive noise and other potential causes of conflict and about their responsibility to comply with any reasonable arrangements made in respect of the means of escape from fire and anything provided by way of fire precautions. All occupiers regardless of tenure should recognise their responsibility with regard to these matters.

The licence holder should ultimately bear some responsibility for any continuing nuisance caused by tenants and should undertake to discuss complaints from neighbours with tenants and, when asked to do so by the council, should produce evidence to show that they are taking appropriate action to enforce tenancy conditions relating to nuisance prevention.

The University has adopted a Code of Standards for private sector accommodation. The purpose of the code is to facilitate transparency and define how the landlord and tenant do business with one another.

The criteria in the code have been chosen to reflect a balance of common sense obligations and responsibilities between landlords and tenants and set standards that are achievable without significant expenditure of time and money and without prejudice to their respective legal rights.

Compliance with the code will ensure that:

- both landlords and tenants enjoy the benefit of good standards of housing management and practice
- misunderstandings and disputes are reduced
- where problems occur they are promptly resolved.

Compliance with the Code of Standards is mandatory for all properties advertised on Sussexstudentpad.co.uk The code is also actively promoted amongst students searching for housing.

CODE REQUIREMENTS

In summary the code requires:

- Current landlord/home owner Gas Safety Record. Gas appliances to be checked annually (required by law and when registering)
- Electrical Installation Condition Report (EICR)
- An Energy Performance Certificate (required by law and when registering)
- The Code of Standards declaration on the registration form must be signed (required when registering)
- House in Multiple Occupation Licence (HMO) where applicable. Please check with your local authority
- Adherence to the equal opportunities policy

- Deposits registered with deposit protection scheme (if assured shorthold tenancies)
- Furnishings that comply with the Furniture and Furnishing (fire safety) Regulations 1988
- A fire blanket and fire door in the kitchen
- Carbon monoxide detectors for each gas appliance if in different rooms
- A minimum of one smoke detector on each floor, in the lounge and a heat sensor in the kitchen which must all be interlinked mains powered Grade D
- All locks should be to British Standard with a thumb turn release on all external doors
- Locks to windows in basements and ground floors with keys available
- Adherence to repairs and maintenance guidelines
- Copies of tenancy agreements provided to students
- An inventory
- A rent book if your tenant pays weekly
- HHSRS risk assessment for non-licensed premises
- In Brighton, planning permission for change of use under Article 4, if the property has become a student dwelling after April 2013.

THE CODE OF STANDARDS

1 Equal opportunities

- 1.1 The University has an equal opportunities policy which states that it values diversity and strives to eliminate discrimination. In the provision and letting of housing or associated goods and services for their properties owners must support the university's equal opportunities policy and ensure that all tenants and suppliers are treated respectfully and fairly. The University is committed to

providing a fair environment that embodies and promotes equality of opportunity and values the diversity of all members of our community. To reflect this, owners must ensure that there is no discrimination in the provision and letting of accommodation and that all tenants are treated respectfully and fairly. Discrimination on grounds of disability, gender, sexual identity, marital status, family or caring responsibilities, race, colour, ethnic origin, sexual orientation, age, gender identity, national origin, nationality, trade union membership and activity, political or religious beliefs, work or study pattern or contractual status may be unlawful as well as representing a breach of university policy. Failure to respect the university's commitment to equal opportunities is a breach of this code and may result in landlords being removed from the accommodation register.

2 Marketing prior to letting

Landlords will ensure that:

- 2.1 All property details are reported accurately without misrepresentation to prospective tenants.
- 2.2 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants.
- 2.3 Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to be in plain, intelligible language and include details of any sums payable in addition to rent and any arrangements involving tenants' guarantors.
- 2.4 Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms, during which time the property will not be re-marketed.
- 2.5 Where a 'holding deposit' is taken prior to the signing and exchange of any letting agreement, such 'holding deposit' will form part of the main deposit when the letting agreement is signed and be protected in an approved tenancy deposit scheme within 30 days where the tenancy is to be an assured shorthold tenancy.
- 2.6 A full set of agreement/s are issued to the tenant/s at the grant of the tenancy written in type size of not less than 8 point containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or terms of this code.
- 2.7 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.
- 2.8 The landlord will clarify whether s/he retains responsibility for payment of water charges, utility charges and Council Tax, or whether these charges fall to the tenants to pay and that this division of responsibility is accurately reflected in the terms of the letting agreement.
- 2.9 No administration charges of any kind will be charged to the tenant.
- 2.10 Written receipts are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit, utility or service charges. Where transactions are undertaken in cash a written receipt will always be provided by the landlord.
- 2.11 The name and current registered address of the landlord is stated on the agreement together with the address and telephone numbers of any representative acting on behalf of the landlord.

- 2.12 Where a property is undergoing refurbishment and the building programme is running late and where this may result in the property not being ready for occupancy, the landlord shall inform the future tenants at the earliest possibility of this likelihood and its consequences for them. In the event that a property is not ready for occupation on the date that the tenancy begins then suitable alternative accommodation will be provided by the landlord or the tenants will be appropriately compensated so that they are still able to live in comparable accommodation reasonably convenient for their place of study.
- 2.13 At the commencement of the tenancy or other date mutually agreed with the tenants all obligations on the part of the landlord in regard to the repairs and property cleaning, maintenance and improvements to the property have been fully discharged, or the tenants will be appropriately compensated.
- 2.14 Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake improvements during the tenancy should be confirmed in writing before the letting contract is entered into (unless the need for repair arises after the letting contract).
- 2.15 Landlords will provide a copy of a current Landlord/Home Owner Gas Safety Record, an Energy Performance Certificate (EPC) and an Electrical Installation Condition Report (EICR). Where mandatory HMO (House in Multiple Occupation) licensing applies (under part II of the Housing Act 2004) they will have a current HMO Licence which will be made available to the prospective tenants before the commencement of the tenancy. See page 4 for more information on HMO licensing.

- 2.16 A written inventory, providing details of the condition of each item and room, will be provided to the tenants at the commencement of the tenancy period.
- 2.17 The name and current registered address of the property owner/or the manager of the property is stated on the agreement, together with the address and telephone number(s) of representative stated.
- 3 During the tenancy**
- Landlords will ensure that:
- 3.1 All statutory notices seeking possession are correctly completed and served on incumbent tenants in good time, in order to minimise delay, inconvenience and hardship to the landlord and incoming tenants if existing tenants refuse to give up possession at the end of their contractual tenancy.
- 3.2 Provided that the incumbent tenants continue to be registered students for the following academic year, and provided that they have satisfactorily performed their obligations under the existing tenancy, they are offered first refusal for any subsequent letting of the property.
- 3.3 Where access is required for routine inspections, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance (unless issuing such notice is impractical) and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.
- 3.4 Landlords will use reasonable endeavours to tackle anti-social behaviour and will take a measured response in the light of the circumstances including, ultimately, court proceedings where appropriate.
- 3.5 Business is pursued in a professional, courteous and diligent manner at all times.

4 Repairs and maintenance

Landlords will ensure that:

- 4.1 All properties are maintained in a satisfactory state of repair and in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1985.
- 4.2 Under normal circumstances, the following repairs completion performance standards should be achieved:
- Priority 1 – Emergency repairs
Any repairs which are required in order to avoid a danger to health or safety of the residents or serious damage to the building or residents' belongings, e.g. flood, gas escape, electric shock, etc. – within 24 hours of report of defect.
- Priority 2 – Urgent repairs
Any repairs to defects which materially affect the comfort or convenience of the residents e.g. failure of heating or hot water supply, partial power failure, etc – within 5 working days of report of defect.
- Priority 3 – Non-urgent day-to-day repairs
Any reactive repairs not falling into the above categories, e.g. broken light fitting, broken shelf, dripping tap, etc. – within 28 working days of report of defect.
- 4.3 Tenants are provided with a point of contact in case of emergencies and that someone is either available at all times to take the call, or there is an answering service whereby the Landlord will return the tenant's call within 24 hours.
- 4.4 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, gutter and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants, and after giving proper advance notice (normally 7 days) to the tenant/s.

- 4.5 Where a dispute occurs between the landlord and tenant/s as to when a repair has been reported then the date on which the repair was reported to the landlord in writing (including fax, email or text message) shall be the accepted date.
- 4.6 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs or maintenance.
- 4.7 That contractors and trades persons will remove all redundant components and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.
- 4.8 Tenants are kept up to date with the progress of any repairs.
- 5 Furnishings and facilities**
- Landlords will ensure that:
- 5.1 Where a property is advertised as furnished, all study bedrooms contain a bed, adequate clothes storage space, a desk, bookshelf, chair and curtains or blinds which are properly hung.
- 5.2 All furnishings and furniture are clean and in good condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- 5.3 All study bedrooms have a minimum of two double electric sockets or equivalent, appropriately positioned to avoid trailing cables.
- 5.4 Kitchens are suitably located in relation to the living accommodation and are equipped with an appropriate number of electrical sockets, worktops and cupboards and have satisfactory refuse disposal facilities; sinks, draining boards, cookers and refrigerator/ freezers supplied in a ratio of 1 to every 5 tenants.

- 5.5 An adequate number of suitably located WCs, baths and/or showers and wash hand basins are provided with constant hot and cold water supplies as set out as per the table on the next page.
- 5.6 Where one or more showers are provided, they will be fitted with a tiled surround and a screen (which could be a curtain).

Table (5.5)

Where amenities are shared the following standards shall apply:

Up to 4 persons sharing	At least 1 bathroom and 1 WC (the bathroom and WC may be in the same room) Wash hand basin required in bathroom and in separate WC (if provided)
5 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 1 bathroom AND 1 separate WC with wash hand basin (but the WC can be contained within a second bathroom)
6-8 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 2 bathrooms with 2 WCs and wash hand basins
9-10 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 2 bathrooms AND 2 separate WCs with wash hand basins (but one of the WCs can be contained within one of the bathrooms)
11-15 persons sharing	1 wash hand basin required where practicable in each sleeping room plus 3 bathrooms AND 3 separate WCs with wash hand basins (but two of the WCs can be contained within 2 of the bathrooms)

The term 'bathroom' means a room containing a bathing facility which can either be a suitable bath or shower compartment or both.

6 Health and safety

Landlords will ensure that:

- 6.1 The property is maintained as a reasonably practicable living environment for students, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Rating System (HHSRS). Particular attention should be paid to hazards such as excess cold, damp and mould, noise, falls on stairs or between levels, fire and entry by intruders. Landlords are required to conduct their own risk assessment for each property: www.communities.gov.uk/publications/housing/hhsrsoperatingguidance
If the property has an HMO licence, all conditions attached to the licence are complied with, or complied with by the deadline specified in the licence.
- 6.2 All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) Regulations.
- 6.3 All gas appliances will be checked annually by a Gas Safe Registered engineer. Verification of the gas safety check will be provided to all new tenants at the start of the tenancy, and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants within 28 days of that safety check being conducted.
- 6.4 All repairs to gas supply pipe work and appliances must be carried out by a Gas Safe Register contractor.
- 6.5 It is a legal requirement that landlords ensure that electrical appliances in their properties are safe. Owners must only supply

electrical equipment to the dwelling that is new or been portable appliance tested. This applies to fridges, freezers, cookers, vacuum cleaners and any other portable electrical items or electrical appliances supplied as part of the fixtures and fittings of the property.

All electrical appliances provided by the landlord should function in accordance with manufacturers' operational limits and be capable of being operated in a safe manner.

The owner should visually inspect appliances regularly for wear and tear and remedy any defects as quickly as possible.

- 6.6 Working carbon monoxide detectors which meet current European and British safety standard BS EN 50291 will be provided, tested at appropriate intervals, and replaced if they become defective. A detector is needed for each room where a gas appliance is located.
- 6.7 Clear written instructions for the safe use of all heating and hot water systems will be given.
- 6.8 No form of bottled gas or paraffin heaters will be provided by the landlord as a heating source.
- 6.9 Polystyrene ceiling tiles are not acceptable and must be removed.
- 6.10 At least every 5 years an Electrical Installation Condition Report (EICR) is carried out by a competent person in accordance with BS7671 and made available on request to the university and occupiers. You will need to demonstrate that items coded 1 and 2 in the report have been acted on and comply with BS7671.
- 6.11 All repairs and improvements in electrical installations comply with the current Institute of Electrical Engineers Wiring Regulations.

6.12 All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with the manufacturer's instructions.

- 6.13 Written instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be given on request. A series of leaflets from the Electrical Safety Council can be found at www.esc.org.uk/safety-in-the-home/safety-leaflets.html
- 6.14 Properties are not overcrowded and have an appropriate level of amenity for the number of people in occupation. A study bedroom must not be smaller than 6.5sq.m (70 sq ft) unless there is a separate usable living room of at least 6.5 sq m (70 sq ft) which allows the student occupant affected to have the choice as to which room they use for sleeping accommodation.
- 6.15 All broadband routers, central heating and hot water controls, fuse boxes, meters and emergency cut off valves must all be located in a communal space and not within a study bedroom to ensure access by all the tenants in the property.

7 Energy Efficiency and Sustainability

Landlords will ensure that:

- 7.1 A copy of the relevant Energy Performance Certificate, as specified under the Energy Performance of Buildings Directive, will be made available for prospective tenants to view.
- 7.2 When renewing electrical appliances, particularly white goods, only high energy efficient appliances (grade A and B) should be chosen as replacements.
- 7.3 Low energy bulbs must be provided and tenants should be encouraged to use their own low energy light bulbs where possible.

- 7.4 Tenants are given advice, upon request, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided.
- 7.5 All properties are provided with a minimum level of energy efficiency measures to include hot water tank and pipe lagging and adequate insulation to roof void areas, where appropriate.
- 7.6 Energy efficiency improvements are incorporated, where practical. Landlords are advised to concentrate on improving roof insulation (ideally 250mm depth if using conventional materials) and wall insulation with cavity wall insulation or internal insulation (dry lining). Replacing older boilers with condensing type boilers can also be effective. www.energysavingtrust.org.uk.
- 7.7 Owners will ensure that they inform their tenants of the need for proper refuse management and about any available recycling scheme operating in their area.

8 Fire detection and alarm systems

Landlords will ensure that:

- 8.1 A fire safety risk assessment is undertaken at the property and all reasonable remedial measures found to be necessary are carried out to ensure that the property is as fire safe as reasonably practical. Further guidance is provided in LACORS at www.lacors.gov.uk/lacors/NewsArticleDetails.aspx?id=19844
- 8.2 All properties let to more than 2 individuals require interlinked mains wired smoke alarm systems with integral battery back-up –Grade D prior to the letting of the accommodation. In 2 storey houses we require a heat detector in the kitchen, smoke detectors in all other shared spaces (such as the lounge) and on each landing or common area. In 3 storey houses we require a heat detector in the

kitchen and smoke detectors in every room including bedrooms. The fire detection system should be inspected and maintained on an annual basis. Properties let to fewer than 3 individuals, although not required to provide a mains interlinked fire detection system, will have a smoke detector fitted on each storey.

- 8.3 Each kitchen will be fitted with a fire blanket situated a safe distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker.
- 8.4 All exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the landlord and agent) will be managed so that they are maintained safely, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire. All doors situated on an escape route should be close fitting and in good repair. All windows on ground and basement floors must be free of locks if they are identified as a means of escape.
- 8.5 It is necessary to have a fire door installed to the kitchen so that the area is isolated and protects the means of escape in case of fire. The requirements are for a 30 minute fire door which should be fitted with cold smoke seals usually seen running along the sides and top of doors and often found as one integrated unit. The door should also be fitted with an efficient self-closer and treated with an appropriate fire retardant finish. It is the responsibility of the owner to ensure that fire doors comply with current fire regulations.
- 8.6 Students are informed of their responsibilities for fire prevention.

9 Security measures

Landlords will ensure that:

- 9.1 All locks should be to British Standard and external doors must be of a solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened laminated glass. The door frames should be strong and well secured. Any door providing a means of escape, and which is required to be kept locked, shall be fitted with a type of lock capable of being opened, easily, and quickly from within, without the use of a key. Bedroom doors with locks require an internal thumb release lock.
- 9.2 All windows accessible from ground levels are of sound and secure construction and are fitted with window locks except where they are a means of escape. Where key operated locks are supplied landlords should ensure that tenants are provided with keys.
- 9.3 Where burglar alarms are fitted they should be fitted with an automatic cut out device that prevents the alarm from ringing for more than 20 minutes. Equipment which has proved to be unreliable or ineffective should be replaced.
- 9.4 Contractors and tenants should be supplied with the code numbers of alarms.
- 9.5 Operating instructions are displayed on, or adjacent to the control equipment, and given to all persons who need to operate them.
- 9.6 A notice board should be fixed solidly to a wall within a communal area of the property for the display of security and other relevant information.

10 Hygiene and the environment

Landlords will ensure that:

- 10.1 All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the occupants. Any damaged work surface, or shelving (in fridges for example) must be replaced.
- 10.2 All furnished properties will be provided with a vacuum cleaner and tools in safe condition and good working order, suitable for the size of property and regular use.
- 10.3 All floor coverings in kitchen, bathrooms and WCs should be undamaged and capable of being cleaned with commonly available domestic cleaning or disinfectant products.
- 10.4 Tenants are made aware of who is responsible for the cleaning of communal areas, including common staircases and landings outside of the dwelling, and that these are kept free from rubbish and any obstruction.
- 10.5 All properties are provided with adequate lighting and ventilation.
- 10.6 All properties are provided with refuse disposal facilities sufficient for the number of occupants.
- 10.7 Landlords will ensure that they inform their tenants of the need for proper refuse management and recycling and the date of rubbish collection, together with any special procedure such as where to place the bins and if this is on the highway, the need to return them to the property promptly to avoid causing obstruction.
- 10.8 All boundary walls will be maintained stable and in good repair.
- 10.9 Where a garden exists, the path to and from the external door(s) to the house will be kept in good repair and free from obstruction.

- 10.10 Where a garden or paved area exists this shall be kept in good order and free of waste and litter, so far as is reasonably practicable. Landlords, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter.
- 10.11 Plants and shrubs shall be properly maintained and shall not be allowed to obstruct pavements or other public areas surrounding the property.
- 10.12 Where tenants are expected to maintain the garden themselves, they should be provided with equipment which is fit for the purpose, which has clear instructions on use and which has been checked for safety.
- 10.13 In respect of sections 10.8 to 10.11, neighbouring residents shall have access to and be eligible to use the complaints procedure under sections 13.1-13.4 and the same conditions shall apply, as would to a tenant as outlined in sections 13.1-13.4. A neighbour shall be defined as a resident within the same or adjacent street within 200 metres of the property.

11 Deposits

Landlords will ensure that:

- 11.1 Any deposits taken for an assured shorthold tenancy will be registered with a recognised deposit holder under the Tenancy Deposit Protection Scheme and the tenants will be notified within 30 days which scheme their deposit is registered with.
- 11.2 Deposits are administered efficiently and reasonably by the landlord or nominee and are not withheld for any purpose other than for which they were levied.
- 11.3 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing

the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy.

- 11.4 At the end of the tenancy the landlord will agree with the tenant how much of the deposit will be returned. The agreed amount will be returned within 10 days.
- 11.5 Where monies from a deposit have been retained to set off landlords reasonably incurred costs the landlord shall, within a reasonable time of the end of the tenancy provide the tenant/s with a written statement of account and receipts of expenditure (where applicable) providing reasonable details of any and all deductions to the former tenant. If there is any balance due to the tenant/s, it will be paid in accordance with section 11.4, and the account and receipts will be sent at the same time.

12 Community Relations

- 12.1 In the event of any anti-social behaviour (defined as 'behaviour likely to cause alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator') by tenants and/or visitors, landlords will use reasonable endeavours to intervene, with a view to ending that behaviour and ensure that the occupants are treating the property and its environs in a tenant-like manner. It is accepted that not all intervention will be successful and, in this case, assistance will be requested from a number of statutory and non statutory agencies who may be able to intervene. For more information, visit www.homeoffice.gov.uk/anti-socialbehaviour
- 12.2 In the event of continued problems requiring intervention by the landlord/agent it is reasonable for them to charge a fee for that intervention based on assessment on the

use of their time and resources. In order to minimise disputes any hourly rate or fee that may be charged should be stated in the tenancy agreement in order to form part of the contractual relationship between the tenant and the landlord/agent.

13 Other provisions

Landlords will ensure that:

- 13.1 They will respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants.
- 13.2 They make written response to correspondence from tenants or their chosen representative within three weeks.
- 13.3 That all settlements and agreements reached are honoured within three weeks of being agreed.
- 13.4 They maintain courteous professional relations with tenants during any dispute.
- 13.5 They keep tenants' personal information confidential.

14 Complaints

Landlords will ensure that:

- 14.1 Within four weeks of receiving any written complaint from a tenant or local resident or their representative, they will rectify any breach of this Code of Standards if they accept that a breach has occurred. If the landlord contests the allegation, the landlord will enter into correspondence with the tenant, resident or their representative and attempt to resolve the dispute.
- 14.2 Where such a breach is contested, or where rectification is not made, then the owner shall recognise the authority of a Tribunal, which s/he recognises under the code, to determine whether the code, agreed by them, has been breached and to

make recommendation/s to the owner in accordance with its views.

- 14.3 Where there has been an alleged breach of the code the University has the right to suspend any advertisements from the owner during the period of the dispute.

15 Tribunal

- 15.1 The Tribunal will consist of a member of staff from the University of Sussex Housing Services team, an elected representative of the University of Sussex's Student Union and a registered landlord of the University of Sussex who has signed up to this Code of Standards.
- 15.2 If the Tribunal finds that the code has been breached, and recommends that the landlord carry out any remedial action (or refrains from continuing any action) the landlord will comply with the recommendation/s within the specified timescale. Failure to do so will itself be a breach of the code.
- 15.3 The code administrators and the Tribunal are free to make landlords' breaches of the code public and to draw prospective tenants' attention to them.
- 15.4 The Tribunal will have the authority to exclude any landlord from the code for a period as reasonably determined, if the landlord is in breach of the code.

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