



## Sussex Student Pad – Code of Standards for Landlords

**Key to the Code:** All text in black applies to resident landlords and landlords of self-contained properties. Text in green applies to resident landlords only and text in red applies to landlords of self-contained properties only.

### 1.0 About the Code

- 1.1 The University of Sussex is committed to supporting students in finding safe, comfortable, and suitable accommodation in the private rented sector for their studies. Sussex Student Pad is run by the University as a resource for students to find accommodation and, as such, this code has been created to ensure that during the advertisement and management of accommodation to Sussex students, the required standard is met.
- 1.2 The code reflects the statutory and regulatory requirements for landlords, as well as drawing upon examples of good practice in the private rented sector.
- 1.3 The code applies in the most part to both resident landlords (who are renting one or more rooms within their own home) and landlords of self-contained properties. Where clauses apply to one type of accommodation only, it will be made clear through the use of colour coding (see Key above).
- 1.4 Sussex Student Pad is a free service for landlords, and the University is committed to working with landlords to provide students with accommodation options. The University reserves the right to refuse advertisement to any landlord on the basis of this code of standards, or any other reason deemed appropriate by Housing Officers at the University. If the University refuses advertisement of a property or room, the landlord will be informed of this in writing, stating the reason for refusal (unless the reason affects third party confidentiality).
- 1.5 It is the responsibility of all landlords who are not the legal owner of the property they are letting (e.g. in the case of local authority tenants) to provide written approval from the owner of the property to the University prior to advertisement on Sussex Student Pad. Tenants in a private rented sector contracts are not permitted to advertise a room or property to sub-let on Sussex Student Pad.
- 1.6 Landlords must inform the University of Sussex if there are any changes in circumstances which may affect their property's compliance to this code. The University may conduct an additional inspection of the property, and in some instances may not be able to re-advertise the accommodation.

### 2.0 Data Protection

- 2.1 All personal data, i.e. any information from which a living person can be identified, is covered by the EU General Data Protection (GDPR). Therefore all personal information provided to the University, whether stored in writing or digitally, must be treated strictly in line with this legislation and all appropriate security measures will be taken to prevent unauthorised disclosure.
- 2.2 The University of Sussex works closely with third party agencies including the University of Brighton, Environmental Health, Brighton and Hove City Council, Sussex Police, and East Sussex Fire and Rescue Services. In order to ensure the safety of student tenants within the city, we request that landlords authorise us to share information with these agencies when necessary. All landlords are asked to sign a form giving the University permission to share information with these agencies if necessary prior to advertisement on Sussex Student Pad.

### 3.0 Equal Opportunities

- 3.1 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, landlords of lodgings accommodation and self-contained properties must ensure that there is no discrimination in the provision and letting of accommodation on Sussex Student Pad and that all lodgers and tenants are treated respectfully and fairly.
- 3.2 Discrimination on the grounds of age, disability, marital status, caring responsibilities, race, religious beliefs, gender reassignment, sex, sexual orientation, political 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 Sussex Student Pad.

### 4.0 What to Provide

- 4.1 Within accommodation advertised on Sussex Student Pad, certain provisions must be in place within both resident landlord properties and self-contained properties as a condition of advertisement. This is to ensure that accommodation provided meets local and national legislative requirements.
- 4.2 Within bathrooms, landlords must ensure that an adequate number of suitably located WCs, baths and/or showers, and wash basins are provided with constant hot and cold water supplies. Table 1 below outlines the number required in relation to occupancy.

**Table 1**

<b>Number of Residents</b>	<b>Requirements</b>	<b>Additional Information</b>
Up to 4 persons sharing.	<ul style="list-style-type: none"> <li>• Minimum of 1 bathroom and 1 WC.</li> </ul>	Wash hand basin required in bathroom and in WC if located in separate rooms.
5 persons sharing.	<ul style="list-style-type: none"> <li>• 1 wash hand basin required where practicable in each sleeping room.</li> <li>• 1 bathroom and 1 separate WC with wash hand basin.</li> </ul>	Separate WC with wash hand basin can be contained in a second bathroom.

6-8 persons sharing.	<ul style="list-style-type: none"> <li>• 1 wash hand basin required where practicable in each sleeping room.</li> <li>• 2 bathrooms and 2 WCs with wash hand basins.</li> </ul>	
9-10 persons sharing.	<ul style="list-style-type: none"> <li>• 1 wash hand basin required where practicable in each sleeping room.</li> <li>• 2 bathrooms and 2 separate WCs with wash hand basins.</li> </ul>	One of the WCs can be contained within one of the bathrooms.
11-15 persons sharing.	<ul style="list-style-type: none"> <li>• 1 wash hand basin required where practicable in each sleeping room. 3 bathrooms and 3 separate WCs with wash hand basins.</li> </ul>	Two of the WCs should be contained within two of the bathrooms.

- 4.3 All bathrooms must contain an extractor fan if a window that can be easily opened by the tenants is not present within the room.
- 4.4 Where showers are provided, they must be fitted with a tiled surround and a shower screen or fitted curtain.
- 4.5 Kitchens should be suitably located in relation to the living accommodation and equipped with an appropriate number of sockets and worktops.
- 4.6 Within kitchens, at least 1 cupboard per resident or tenant should be provided for dry food storage and fridges/freezers should be supplied at a ratio of 1 for every 5 tenants.
- 4.7 All facilities for the storage, preparation and cooking of food must be capable of being cleaned and maintained in a hygienic state by occupants.
- 4.8 All floor coverings in kitchens, bathrooms and WCs should be undamaged and capable of being cleaned with commonly available disinfectant products.
- 4.9 Bedrooms should be no smaller than 6.5 square metres, unless there is a separate useable living room of at least 6.5 square metres which allows the student to have a choice as to which room they use for sleeping accommodation.
- 4.10 All lodgings bedrooms and study bedrooms in self-contained properties that are advertised as furnished must contain:
- Bed at least 3x6.3 feet in size (standard single) with a clean, stain free mattress and a new mattress protector fitted at the start of each tenancy.
  - Wardrobe.
  - Mirror securely fixed to the wall.
  - Chest of drawers.
  - Desk
  - Upholstered desk chair
  - Desk lamp
  - Waste paper bin
  - Book case or fitted wall shelving

- Lined curtains or blinds (with nets or privacy screens in ground floor or overlooked rooms)
  - Minimum of four electrical plug sockets (can be double) appropriately positioned to prevent trailing extension leads.
- 4.11 Furnished properties or lodgings rooms should be provided with a working vacuum cleaner that tenants can access at all times.
- 4.12 All self-contained properties and lodgings rooms should have adequate lighting and ventilation.
- 4.13 All self-contained properties and lodgings rooms must be provided with adequate bins and recycle facilities both inside and outside of the property.
- 4.14 Where tenants are expected to maintain the garden themselves, they should be provided with equipment fit for purpose with clear instructions for use.
- 4.15 *If lodgings rooms are offered on a catered basis, the resident landlord must provide the tenant with good quality, nutritious meals and allow the tenant access to the kitchen in between meals for the preparation of drinks and snacks.*
- 4.16 Boundary walls should be well maintained and in a good state of repair.
- 4.17 Where a garden or paved area exists, this shall be kept in good order and free of waste and litter.
- 4.18 Plants and shrubs around the property should be properly maintained and must not be allowed to obstruct pavements or other public areas.
- 4.19 *We require that there is a suitable social space provided in all whole/shared properties. This space must be equipped with appropriate furniture (e.g. chairs/ sofas), suitable for the size of the property and its purpose. Please note, conservatories are not considered suitable social spaces.*

**5.0 Before Tenants Move In**

- 5.1 Landlords will need to ensure that they have the necessary documents, and these will need to be provided to the University before the approval of any advertisement on Sussex Student Pad. The documents that must be provided depend on whether or not the landlord will be resident in the property (providing lodging for students) or providing a self-contained property. The documents will also depend on how many people are living in the property. Table 2 provides information on the documentation required.
- 5.2 *From February 2020, we will require all adults living within resident landlord properties to have a clear standards DBS check.*

**Table 2**

<b>Document</b>	<b>Self-Contained Properties</b>	<b>Resident Landlord Rooms</b>	<b>Who should be provided with the document?</b>
<i>All documents should be made available to the tenant(s) prior to the commencement of the tenancy.</i>			

Gas Safe Certificate (if gas is present within the property. Also applicable where studio flats/ rooms without gas are within a property where gas is present)	✓	✓	University and Tenant(s)
Energy Performance Certificate	✓	✗	University and Tenant(s)
Electrical Instillation Condition Report	✓	✗	University and Tenant(s)
HMO (House in Multiple Occupation) Licence	Check local authority requirements	Check local authority requirements – usually only required if two or more rooms are being let	University and Tenant(s)
Government How to Rent Guide	✓	✗	Tenant(s)
Deposit Protection Information	✓	If a deposit is taken from the tenant(s) it is not required to be protected, but the University would recommend protection as best practice. At all times, a written receipt must be provided to the tenant(s) for any money exchanged.	Tenant(s)
Inventory	✓	✓	Tenant(s)
Tenancy/Lodgers Agreement	✓	✓ Must include copy of house rules.	University and Tenant(s)
Certificate of clear Basic DBS check for all adults living permanently in the property  Some landlords may already have a current certificate through employment. Alternatively, you can request this via the following link. A fee of £23 is required: <a href="https://www.gov.uk/request-copy-criminal-record">https://www.gov.uk/request-copy-criminal-record</a>	✗	✓  Required from Feb 2020.	University

5.2 All landlords must check the relevant documents of their tenant(s) to ensure that they can legally reside in the property. This is known as a Right to Rent check. Guidance is available on the gov.uk website (<https://www.gov.uk/check-tenant-right-to-rent-documents>).

- 5.3 Any fees charged in relation to the agreement must be permitted under the Tenant Fees Act 2019. No prohibited payment must be demanded at any point. Guidance:
- 5.4 If the self-contained property or lodgings property requires a House in Multiple Occupation (HMO) licence, this should be in place, or proof of application should have been provided to the University prior to advertisement. Landlords must contact the University if there are any conditions of the HMO licence which contradict any requirement in this code.
- 5.5 All landlords must maintain buildings insurance cover for all properties occupied by students, and must make it clear to tenants that it is their responsibility to obtain contents cover for their belongings.
- 5.6 All resident landlords must notify their insurer when tenant(s) move into the property, and must carry out any conditions imposed by the insurer to maintain cover.
- 5.7 Within the advertisement and prior to letting of lodgings rooms or self-contained properties on Sussex Student Pad, landlords must ensure that:
  - 5.7.1 All property details are reported accurately without misrepresentation.
  - 5.7.2 Prospective tenants are granted an opportunity to view the property.
  - 5.7.3 Prospective tenants are given no less than 48 hours to seek independent advice regarding any agreements presented by the landlord, during which time the property will not be re-marketed.
  - 5.7.4 Where a bills inclusive agreement is offered, the total rental price on the advert includes the price of all bills.
- 5.8 An appropriate tenancy agreement or written set of agreements must be provided to the tenant(s) of both lodgings accommodation and self-contained properties. This agreement must include the following:
  - 5.8.1 Confirmation of the rental amount due to be paid and the dates and method of payments throughout the agreement.
  - 5.8.2 All terms and conditions that have been agreed between the landlord and the tenant(s) without containing any contractual terms which conflict with the statutory or common law entitlements of the tenant(s).
  - 5.8.3 Clear instruction on who will be responsible for the payment of water charges, utility charges, and Council Tax throughout the duration of the agreement.
  - 5.8.4 Clear communication around any re-letting charges the student may be liable for should they choose to find someone to take over their tenancy during the agreement period. Permission for tenancy replacements should not be unreasonably withheld.
  - 5.8.5 Where a bills inclusive agreement is offered, a breakdown of the rental price to show the rental amount and bills contribution, in addition to any fair usage policies which may apply.
  - 5.8.6 The name and registered address of the current landlord together with the address and telephone numbers of any representative acting on behalf of the landlord.

- 5.8.7 Notice of any improvement works to the property that the landlord intends to undertake during the course of the agreement.
- 5.8.8 Clear information about the tenancy deposit including the total deposit amount, how the deposit will be protected, and under which circumstances any or all of the deposit may be withheld.
- 5.8.9 A clear list of house rules and instructions for resident landlord and lodgings properties, including the extent of control that the tenant has over central heating affecting communal areas of the property.
- 5.8.10 Clear instruction around who is responsible for the cleaning and maintenance of any communal areas associated with the accommodation.

## **6.0 Commencement of Agreement**

- 6.1 At the commencement of any agreement between landlord and tenant(s), the landlord must ensure that:
  - 6.1.1 All cleaning, repair and maintenance tasks agreed with the tenant(s) prior to the commencement of the agreement are completed.
  - 6.1.2 Any old, furniture, carpets, appliances or building equipment are removed from the interior and exterior of the property and disposed of correctly.
  - 6.1.3 Written receipts are issued for all monies demanded prior to and during the tenancy, whether for rent, deposit, utilities, or service charges.
  - 6.1.4 A written inventory is provided to the tenant(s), detailing all items provided in the property and the condition of each tenant-occupied room at the start of the agreement period.
  - 6.1.5 Keys are provided to the tenant(s) for all internal and external doors and windows.
  - 6.1.6 Keys are provided to the tenant(s) for all internal and external doors to which they have access. Where the tenant accommodation is on the ground floor, keys to any lockable windows within this room should be provided.
  - 6.1.7 Tenant(s) are provided with clear written guidelines about the standard of cleaning and the condition of the property expected at the end of the rental agreement.
  - 6.1.8 Where a property is undergoing refurbishment and the late-running of the building programme results in the property not being ready for occupancy as previously agreed, the landlord will inform the tenant(s) of this at the earliest opportunity and alternative accommodation or appropriate compensation will be provided to the tenant(s). This should be comparable accommodation within reasonable distance to the tenant(s) place of study.

## **7.0 Aesthetics**

- 7.1 It is of high importance to the University of Sussex that our students feel safe, comfortable, and content in their accommodation. Having an attractive and welcoming living environment is an important part of this. In order to advertise a self-contained property or

lodgings room on Sussex Student Pad, there are some requirements as to how the accommodation should look. All landlords must ensure that:

- 7.1.1 There are no visible damp or water leak stains on walls or fixtures.
- 7.1.2 The property is kept in fair decorative order. Walls and ceilings should be painted or wallpapered and bare plaster should not be visible.
- 7.1.3 All carpet and flooring is kept in reasonable condition and cleaned between tenancies as and when needed.
- 7.1.4 All lamps and light fixtures are fitted with lampshades.
- 7.1.5 All windows are in working order without cracked or missing panes, and without peeling or cracked paint around frames or windowsills.
- 7.1.6 All furnishings and furniture provided are clean and in good condition at the commencement of the accommodation agreement and comply as appropriate with the Furniture and Furnishings Fire Safety Regulations 1988.
- 7.1.7 Within bathrooms and kitchens, all caulked and grouted areas are free from mould.

## **8.0 General Health and Safety**

- 8.1 All exit routes within the property are, as far as reasonably practicable, well maintained and free of obstruction.
- 8.2 All tenant(s) must be provided with a demonstration or written instructions on the first day of occupancy on how to operate the heating and hot water systems, as well as on the safe use of any electrical or domestic appliance they have access to.
- 8.3 All broadband routers, central heating, hot water controls, fuse boxes, meters and emergency cut-off valves must be located in a communal space to which all tenant(s) have access.
- 8.4 Bottled gas or paraffin heaters are not to be provided as heating sources.
- 8.5 Properties must not be overcrowded and must have an appropriate level of amenities for the number of tenants.
- 8.6 The property must be maintained as a practical environment for tenants, free from avoidable or unnecessary hazards as defined in the Housing Health and Safety Rating System (HHSRS). Particular attention should be paid to hazards such as cold, damp, mould, noise, falls, fire, and entry by intruders.
- 8.7 All windows accessible from the ground level must be of sound and secure construction, and keys should be provided.
- 8.8 The tenant(s) and any contractors must be provided with the code numbers of any alarms relating to areas that the tenant(s) are expected to access. Operating instructions for these alarms must also be provided.

## **9.0 Gas and Electrical Health and Safety**

- 9.1 All gas appliances in accommodation must be checked annually by a Gas Safe Registered engineer and Gas Safe certificates provided to all tenants.

- 9.2 All means of use and supply of mains gas and alterations or repairs to gas installations must comply with the current Gas Safety (Installation and Use) Regulations.
- 9.3 All repairs to gas supply pipe work and appliances must be carried out by a Gas Safe Registered engineer.
- 9.4 At least once every five years and Electrical Installation Condition Report (EICR) must be carried out by a competent person, in accordance with current British standards. This report must be made available to the tenant(s) and the University upon request.
- 9.5 It is a legal requirement that landlords ensure that all electrical appliances in their properties are safe. Owners must only supply electrical equipment to the dwelling that is new or has been portable appliance tested (PAT). This applies to fridges, freezers, cookers, vacuum cleaners and any other portable electrical appliances. The landlord must inspect appliances regularly for wear and tear and remedy any defects as quickly as possible.
- 9.6 Repairs and improvements in electrical installations must comply with the current Institute of Electrical Engineers Wiring Regulations. All components used in electrical wiring and repairs must comply with the International Standard and must be installed in line with the manufacturer's instructions.
- 9.7 In resident landlord properties, all gas appliances must be serviced and repaired by Gas Safe Register approved engineers.
- 9.8 In resident landlord properties, all electrical appliances provided by the landlord must be kept in good working order and replaced where necessary.

## **10.0 Fire Safety and Alarms**

- 10.1 A fire safety risk assessment must be carried out at the property and all remedial measures found to be necessary must be completed to ensure that the property is as fire safe as reasonably practicable. Further guidance is available through LACORS.
- 10.2 Properties let to fewer than three individuals should have a smoke detector fitted on each storey. Properties let to three or more individuals require interlinked mains wired smoke alarms with integral battery back-up – Grade D prior to the letting of the accommodation.
- 10.3 In two storey houses, a heat detector must be fitted in the kitchen, and smoke detectors in all other shared rooms (including hallways and landings).
- 10.4 In three or more storey houses, a heat detector must be fitted in the kitchen, and smoke detectors in every room (including bedrooms).
- 10.5 Fire inspection systems must be inspected and maintained on an annual basis.
- 10.6 All kitchens in self-contained properties must be fitted with a fire blanket located a safe distance away from ovens and hobs.
- 10.7 Working carbon monoxide detectors which comply with current British safety standards (BS EN 50291) must be provided, tested at appropriate intervals, and replaced if defective. A detector is needed for each room in the property containing a gas appliance.
- 10.8 Polystyrene ceiling tiles are prohibited in properties and must be removed prior to advertisement of any property on Sussex Student Pad.

- 10.9 Kitchens in all self-contained properties must be fitted with at least a 30-minute fire door, which should have an efficient self-closing mechanism and be treated with an appropriate fire retardant finish.
- 10.10 In resident landlord properties, smoke detectors should be fitted on every habitable storey. Detectors installed should be easily audible throughout the entire house, with additional detectors fitted if required.
- 10.11 In resident landlord properties, batteries in smoke alarms must be tested by the landlord regularly and replaced at least annually.

## **11.0 Access and Security**

- 11.1 All locks in properties 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 glass). Door frames should be strong and well-secured.
- 11.2 Any door providing a means of escape, and which is required to be kept locked, must be fitted with a type of lock capable of being opened without the use of a key (i.e. thumb-turn lock). All bedroom doors with locks also require an internal thumb release lock.
- 11.3 Any burglar alarm fitted within properties should have an automatic cut out device that prevents the alarm from ringing for more than 20 minutes.
- 11.4 In self-contained properties, a noticeboard must be fitted solidly to a wall within a communal area of the property for the display of safety, security, and other related information.
- 11.5 In resident landlord properties, house rules given to students prior to the commencement of the agreement must include clear instruction around any restrictions regarding access to the kitchen or other communal areas of the property.

## **12.0 Security Deposits**

- 12.1 Where money has been deducted from a deposit amount, either during or at the end of a tenancy, the landlord must provide the tenant(s) with a written statement of accounts and receipts of expenditure where applicable, providing reasonable detail of any deductions removed from the deposit.
- 12.2 Instances in which funds from the deposit may be withheld must be made clear in the initial agreement.
- 12.3 Payment of the amount of deposit to be returned (to be agreed by the tenant and landlord at the end of the agreement) must be made within 10 days of the agreement end date.
- 12.4 For self-contained properties, any deposit taken from the tenant(s) must be registered with a government approved tenancy deposit protection scheme, with tenants notified within 30 days of the deposit payment which scheme is being used.
- 12.5 Where a holding deposit is taken prior to the signing and exchange of any lettings agreement, this must either be returned in full prior to the commencement of the tenancy or form part of the security deposit and must comply with restrictions set under the Tenant Fees Act 2019.

- 12.6 If a resident landlord takes a security deposit from the tenant(s), it must be no more than one month's rent and it is recommended that this deposit is registered under a government approved tenancy deposit protection scheme.

### 13.0 During the Agreement

- 13.1 It is important to the University of Sussex that students receive a good standard of service from accommodation secured through Sussex Student Pad. In order to meet the service standard expected for Sussex Student Pad, landlords must ensure that:
- 13.1.1 Business is pursued in a professional, courteous and diligent manner at all times. This applies to all interactions with staff members at the University of Sussex as well as all tenants.
- 13.1.2 The privacy of all tenants, and their entitlement to freedom from unnecessary intrusion, is respected.
- 13.1.3 Maintenance and service tasks which can be planned in advance such as gas safety checks, gutter and window cleaning, and interior and exterior painting should be carried out with due regard for the convenience of the occupants. Where possible, at least 7 days' notice should be provided to tenants.
- 13.1.4 Tenants should be kept informed of the progress of any repair work and, where practicable, given an estimated date of completion at the earliest opportunity.
- 13.1.5 Landlords must agree to keep all personal information belonging to their tenant(s) strictly confidential.
- 13.1.6 Landlords must inform tenants and the University as and when contact details are updated.

### 14.0 Repairs and Maintenance

- 14.1 All landlords of self-contained properties must ensure the following:
- 14.1.1 The property is kept in a good state of repair. The following repairs completion performance standards must be achieved where practicable:
- **Priority 1** – Emergency repairs which are required in order to avoid danger to the health and safety of the tenant(s) or serious damage to personal belongings (e.g. flood, gas escape, electrical shock). These repairs must be completed within 24 hours of the initial report.
  - **Priority 2** – Urgent repairs such as those which affect the material comfort of the tenant(s) (e.g. failure of heating and hot water, partial power failure). These repairs must be completed within 5 working days of the initial report.
  - **Priority 3** – Non-urgent repairs including any reactive repairs which do not fall into the above categories (e.g. broken light fitting, broken shelf, dripping tap). These repairs must be completed within 28 working days of the initial report.
- 14.1.2 All tenants are provided with a point of contact in case of emergencies. This contact must be available at all times to take an emergency call, or have an answering service whereby the landlord will return a call within 24 hours.

14.1.3 Where access is required for routine inspections or maintenance, the tenant(s) receive notification of the date, time, and purpose of the visit no less than 48 hours in advance (unless issuing such notice is impractical).

14.1.4 Where a dispute occurs about the date on which a repair was reported, the date on which written correspondence was made by the tenant(s) (including email and text message) shall be the accepted date.

## **15.0 Energy Efficiency and Sustainability**

15.1 For self-contained properties, the landlord must provide a copy of the relevant Energy Performance Certificate (EPC) to all prospective tenants. The property must reach at least an EPC rating of E to be rented legally. The University expects all properties to be provided with a minimum level of energy efficiency measures including hot water tank and pipe lagging, and adequate insulation to roof void areas (where applicable). Energy efficient appliances (grade A or B) should be used by the landlord when replacement is required.

15.2 Low energy light bulbs must be provided and tenants must be encouraged to use their own low energy light bulbs where possible.

15.3 Upon request, tenants should be provided with advice from their landlord about how best to heat their accommodation efficiently using the facilities provided.

15.4 All tenants must be advised at the commencement of the agreement of the need for proper refuse management, and provided with information about recycling schemes operating in the area.

## **16.0 Community Matters**

16.1 It is important to the University of Sussex that students feel part of their local community and that landlords encourage tenants to act as responsible and considerate neighbours.

16.2 Landlords must place a robust clause within any written agreement which makes it clear that nuisance or anti-social behaviour is not acceptable. This clause must also outline any potential repercussions of such behaviour.

16.3 Landlords must use reasonable endeavours to ensure that tenants are treating the property and their local environment in a responsible manner.

16.4 Where neighbours of a self-contained property have been historically affected by nuisance or anti-social behaviour, preventative measures should be taken to ensure that future tenants are aware of sensitivities that may arise from their occupancy of the property.

16.5 In cases where endeavours by the landlord to rectify nuisance or anti-social behaviour from tenants has been unsuccessful, landlords must contact the University of Sussex who may provide assistance and/or involve the necessary statutory services.

16.6 Expectations of behaviour should be clearly communicated to all tenants and should include a zero tolerance policy to statutory noise nuisance throughout all hours of the day and night.

16.7 Tenants must be provided with all relevant information with regards to refuse collection and recycling including collection days and positive practice guidelines.

16.8 Regular inspections of the outside areas should be carried out as appropriate by the landlord to ensure that refuse collection points at the property are being correctly managed by tenants and are free from excessive waste or litter.

16.9 Should landlords have any reason to be concerned about a students' behaviour or wellbeing, they must inform the relevant statutory service or contact the University of Sussex for advice and guidance at the earliest opportunity.

### **17.0 Moving Out**

17.1 All tenants should be issued with clear guidelines about the standard of cleaning and other arrangements for bringing the agreement to an end so as to avoid any disputes or misunderstandings.

17.2 Provided the incumbent tenant(s) continue to be registered Sussex students for the following academic year and provided they have satisfactorily performed their responsibilities as per the agreement, they should be offered first refusal for any subsequent letting of the accommodation.

17.3 Any statutory notices seeking possession must be correctly completed and served on the tenant(s) in good time, in order to minimise delay, inconvenience and hardship to both the landlord and tenant(s). In instances where these notices are served, the University requests that Housing Services are informed prior to issue so that support can be provided to all parties where necessary.

17.4 In the event of a resident landlord wishing to terminate a lodger agreement before the end of the agreement period, reasonable notice of two weeks or more must be given in writing.

### **18.0 Student Complaints**

18.1 Occasionally, the University of Sussex may receive complaints from student tenants regarding a property or landlord that they found advertised on Sussex Student Pad, or the Housing Services team may find issues upon inspection of the property or in dealings with landlords. In such instances, the University will follow the steps below to ensure that complaints are resolved, and to retain the high service standard expected of properties advertised on the site.

**Step 1** – The complaint is reviewed by a Housing Officer at the University of Sussex to decide if a breach of this code of standards has been made. If no breach is found, the complaint will be void. If a breach is found, the complaint will move to step 2.

**Step 2** – A Housing Officer at the University of Sussex will determine if the breach of the code of standards is classified as a minor breach (not causing threat to the safety, security, or immediate wellbeing of tenants, or a breach of housing law) or a major breach (causing threat to the safety, security, or immediate wellbeing of tenants, or a breach of housing law). If the complaint is classified as a minor breach, the Housing Officer will issue the landlord with an improvement notice, detailing the breach of the code, improvements the University expects the landlord to make, and the timeframe in which to do so. If the complaint is classed as a major breach of the code of standards or the improvement notice is not adhered to, the complaint will move to step 3.

**Step 3** – A Housing Services Manager will write to the landlord notifying them of the breach of the code of standards and the suspension of their advertisement on Sussex Student Pad. If the student complainant has requested confidentiality, the exact incident or issue may not be disclosed to the landlord, but the breach in code will be outlined. This letter will also inform the landlord of the length of their suspension with actions for improvement before re-advertisement, or it may inform the landlord of a permanent removal from the site.

18.2 Decisions taken by the Housing Services Manager in step 3 are final and the University of Sussex reserves the right to remove advertisements from Sussex Student Pad at its discretion.

### **19.0 Landlord Complaints**

19.1 If the landlord is dissatisfied with the service received by the University of Sussex in relation to Sussex Student Pad, they must put their complaint in writing to [housing@sussex.ac.uk](mailto:housing@sussex.ac.uk) outlining the nature of the complaint and the names of all staff members relevant to the complaint. The landlord must title the letter or email 'Sussex Student Pad Service Complaint'.

19.2 In the first instance, a Housing Services Manager will review the complaint and respond in writing within 7 working days of the complaint receipt.

19.3 If you are dissatisfied with the response from the Housing Services Manager, you can make a formal complaint to the University using the information provided online: <http://www.sussex.ac.uk/ogs/complaintsappeals/other>

### **20.0 Disclaimer**

20.1 It is the responsibility of the landlord to ensure that they are familiar with and compliant with all regulations and legislation applicable to the renting of accommodation. The University of Sussex accepts no liability for any non-compliance with such regulations and legislation. Any information contained in this Code of Standards is for information only and landlords must undertake their own research and satisfy themselves that they are compliant.