

## **Greater Brighton Metropolitan College Student Accommodation Code for Shared Student Housing in the Private Rented Sector**

The purpose of the Greater Brighton Metropolitan College Student Accommodation Code (GBMSAC) is to enable Owners and Tenants to agree a set of undertakings about how they wish to do business with one another.

The criteria in the GBMSAC have been chosen to reflect a balance of common sense obligations and responsibilities between owners and tenants and set standards which are achievable by owners and tenants without significant expenditure of time and money and without prejudice to their respective legal rights. Compliance with the GBMSAC ensures that there is:

- a positive recognition of meeting standards
- misunderstandings and disputes with tenants are reduced
- where problems do occur they can be promptly resolved.

Adoption of the GBMSAC by an owner is voluntary; however it is a condition of listing on the College website that Landlords sign up. The contents of the GBMSAC document will be available on the College website and accessible to students searching for housing. It is frequently the policy of universities, colleges and their students' unions to advise their students only to rent a property where the owner is accredited.

Making a commitment to abide by the GBMSAC is a serious matter and a failure to meet such a commitment is a breach of faith. It is implicit that property owners will comply with the GBMSAC and tenants can complain where they feel a breach has occurred. The College reserves the right to remove a Landlord's details where a breach or complaint which can be substantiated has occurred.

### **IMPORTANT**

#### **NOTE: Licensed HMOs**

***In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of the GBMSAC, then compliance with the HMO licence condition will take precedence.***

### **1. EQUALITY and DIVERSITY**

Owners will ensure that:

- 1.1 In the provision and letting of housing or associated services and in the letting of contracts for services, no person or group of persons applying will be treated less favourably than any other person or group of persons on the following grounds: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

### **2. MARKETING PRIOR TO LETTING PROPERTY TO TENANTS**

Owners 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 include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms

- 2.4 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 the terms of this Code;
- 2.5 It may be useful for owners to make use of the relevant tenancy agreement.

### **Rent / Deposit Liability**

- 2.6 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.
- 2.7 Where a deposit has been paid, tenants will be issued with a copy of the Tenants Deposit Protection Scheme certificate, together with a copy of the 'Information For Tenants' leaflet, within 30 days of receiving the deposit.

### **Water Charges**

- 2.8 The owner clarifies 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.

### **Utility Charges (Gas, Electricity, Telephone)**

- 2.9 Where any service charges are levied by the owner, that such services and charges are properly specified and detailed in the letting contract;

### **Receipts**

- 2.10 Receipts (electronic or paper based) are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit (in accordance with the requirements of the relevant deposit protection scheme), utility or service charges. Where transactions are undertaken in cash a written receipt will always be provided by the owner.

### **Identity and Address**

- 2.11 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 any managing agent or organisation stated.

### **State of Repair and Refurbishments**

- 2.12 At the commencement of the tenancy, or other date mutually agreed with the tenants, all obligations on the part of the owner in regard to the repairs, property maintenance, improvements to the property and cleanliness have been fully discharged;
- 2.13 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, in the event that this is not covered by an agreement the landlord/agent shall inform the future tenants, in writing, at the earliest possibility of this likelihood and its consequences for them;
- 2.14 In the event that the tenant has agreed that the landlord can undertake works within an agreed timescale, where such works render part of the property or room/s unoccupiable during the tenancy this should be agreed in writing. In the event that there is a designated 'lead tenant'

within the property and they had provided written consent, then this would mean all the tenants had given consent.

### **3. DURING THE TENANCY**

Owners will ensure that:

#### **HMO Licensing**

3.1 Where HMO mandatory licensing applies (under Part II of the Housing Act 2004) they have a current HMO licence, or have made application for an HMO licence, and that those properties meet or will comply with license conditions within timescales specified on each licence.

#### **Overcrowding**

3.2 Properties are not knowingly overcrowded.

#### **Ensuring Possession**

3.3 All statutory notices seeking possession are served on incumbent tenants in order to mitigate any delay and hardship caused to the owner and incoming tenants that may be caused where existing tenants refuse to give up possession at the end of their contractual tenancy.

#### **Informing Tenants of the GBMSAC**

3.4 A copy of the GBMSAC will be made available to all tenants. This can be done through a link on the owners' website, by giving the tenant information about where the GBMSAC is on Greater Brighton Metropolitan College's website or a paper copy of the GBMSAC can be given to the tenant/s.

#### **First Refusal**

3.5 Subject to reasonable performance by tenants of their obligations under the terms of their existing tenancy, the incumbent tenant/s are offered first refusal for any subsequent letting of the property.

#### **Access**

3.6 Where access is required for routine inspection/s, the tenants receive notification of the date time and purpose of the visit not less than 24 hours in advance, save in circumstances where issuance of such notice is impractical, and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.

3.7 Business is pursued by him/her in a professional, courteous and diligent manner at all times;

#### **Repairs and Maintenance**

3.8 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 1984;

3.9 Under normal circumstances the following repairs completion performance standards should be achieved

Priority One – Emergency Repairs: Any repairs required in order to avoid a danger to health, risk to the safety and security of residents or serious damage to buildings or residents' belongings. Within 24 hours of report of the defect/s.

Priority Two – Urgent Repairs: Repairs to defects which materially affect the comfort or convenience of the residents. Within five working days of report of the defect/s.

Priority Three – Non Urgent day-to-day repairs: Reactive repairs not falling within the above categories. Within 28 days of report of the defect/s or by arrangements with the occupiers after that time.

Decorative finishes to be made good within reasonable timescales if damaged or disturbed during repairs;

3.10 Tenants are provided with a point of contact in case of emergencies.

### **Planned Programmes of Repair/Improvement and Cyclical Repairs Programmes**

3.11 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, electrical inspections and related works, fire detection and equipment servicing, gutter and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants;

3.12 Where a dispute occurs between the owner and tenant/s as to when a repair has been reported then the date on which the repair was reported to the owner in writing shall be the accepted date;

3.13 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs;

3.14 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.

### **Furniture and Storage Space**

3.15 All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply, as appropriate, with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

### **Kitchen Facilities**

3.16 Kitchens should meet with the relevant Local Authority's advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards.

### **General**

3.17 It is implicit that all Landlords, where relevant, comply with The Management of Houses in Multiple Occupation (England) Regulations 2006

[http://www.legislation.gov.uk/uksi/2006/372/pdfs/uksiem\\_20060372\\_en.pdf](http://www.legislation.gov.uk/uksi/2006/372/pdfs/uksiem_20060372_en.pdf)

and, insofar as it is reasonably practicable, also comply with Local Council's Standards for Houses in Multiple Occupation,

<https://www.brighton-hove.gov.uk/content/housing/general-housing/licensing-houses-multiple-occupation-hmos>

<https://www.adur-worthing.gov.uk/media/media,138922,en.pdf>

Further information can be found in the Licensing Guide for Landlords:

<https://www.adur-worthing.gov.uk/housing/conditions-and-empty-properties/hmo/#licence-conditions>

**Prepared by: Greater Brighton Metropolitan College**  
Estates & Facilities Management January 2019

I agree to comply with the provisions of the Greater Brighton Metropolitan Student Accommodation Code:

Print Full Name..... Signed.....

Date .....

Correspondence Address:

Property Address:  
(If more than one property, please use the continuation sheet attached)

Contact Details for Website:

Number of rooms:

*Continuation Sheet*

Property Address: