



UNIPOL CODE

For Owner Occupiers Providing Accommodation in
their own Homes in the Student Private Rented Sector
in Leeds, Nottingham and Bradford

2020 - 2023

The Unipol Code for Owner Occupiers (2020-2023)

About the Unipol Code

The purpose of the Unipol Code is to enable Owners and Occupiers to agree a set of undertakings about how they wish to do business with one another.

The criteria in the Code have been chosen to reflect a balance of common sense obligations and responsibilities between owners and occupiers and set standards which are achievable by owners and occupiers without significant expenditure of time and money and without prejudice to their respective legal rights.

The Unipol Code does not require that the property complies with the Local Authority's minimum standards for Houses in Multiple Occupation. The Code does, however, complement and support those standards and provides a set of performance criteria in the area of housing management, maintenance and good practice. Compliance with this Code does not mean that a particular property complies with the Local Minimum Standards.

Compliance with the Unipol Code will ensure that:

- Both owners and occupants enjoy the benefit of good standards of housing management and practice.
- Misunderstandings and disputes are reduced.
- Where problems do occur they are promptly resolved.

Unipol will ensure that the fact that an owner has agreed to comply with the Code will be made explicit on property advertisements and the Code will be actively promoted amongst students searching for housing. The Code enjoys the support of the local authority, educational institutions and their respective students' unions.

Adoption of the Code by an owner is voluntary. Making a commitment to abide by the Code is a serious matter and a failure to meet such a commitment is a breach of faith. Unipol tests owners for the purpose of ascertaining compliance with the Code and occupiers can complain where they feel a breach has occurred. Information showing that owners are not complying with the Code is in the public domain and will remain accessible for three years even if the owners leaves, or is removed from the Code.

EQUAL OPPORTUNITIES

Owners will ensure that:

- 1.00 In all the member's dealings with occupants (both past, actual and prospective) no person is treated less favourably than any other because they have a protected characteristic (age, disability, gender reassignment, marital or partnership status, pregnancy, maternity, race, religious or philosophical belief, sex or sexual orientation) or because of their colour, ethnic or national origin, appearance or social status.

MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Owners will ensure that:

- 2.00 Any fees taken must comply with the Tenant Fees Act 2019;
- 2.01 All property and room details are reported accurately without misrepresentation to prospective occupants;
- 2.02 All prospective occupants are granted an opportunity to view the property and the room(s), having due regard to the rights of the existing occupants;
- 2.03 Interested parties are provided with a copy of any contractual terms under which a property/room is offered, such terms to include details of any fees payable in addition to rent and any arrangements involving guarantors. 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/room will not be re-marketed;
- 2.04 No monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement;

Owners will ensure that:

- 2.05 A License Agreement shall be made between the occupant and the owner making clear rights and responsibilities of both parties. This Agreement will provide details of any contractual period of occupancy and shall make clear a number of matters (referred to elsewhere in the Code) governing the occupants use of the facilities in the house, the kitchen, domestic appliances, heating systems and any garden;
- 2.06 If there are any House rules, these must be issued before signing the Agreement. House rules should be clear, unambiguous and non-discriminatory;
- 2.07 License Agreements are issued that make clear the rights and responsibilities of both parties;

Owners will ensure that:

- 2.08 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 Agreement;

Owners will ensure that:

- 2.09 Where any service charges are levied by the owner, such services and charges are properly specified and detailed in the Agreement;
- 2.10 Utility costs including water, electricity, gas and internet access are included in rent. Any charges relating to phone usage should accurately reflect usage and must be accompanied by a copy of an itemised bill from the phone company. Receipts for any such charges should be issued on receipt of payments;

Owners will ensure that:

- 2.11 At the commencement of the licence or other date mutually agreed with the occupants, all obligations on the part of the owner in regard to the repairs and property maintenance and improvements to the property have been fully discharged;
- 2.12 In marketing a property owners should use the phrase "Unipol Code" or "Unipol Code

The Agreement

Rent Liability

Utility Charges (Gas, electricity, telephone and any other charges)

State of Repair

Owner Occupier" or "Owner Occupier Member of the Unipol Code" to describe themselves, and "Unipol Code Property" or "Property meets the Unipol Code for Owner Occupiers" to describe a property;

- 2.13 Owners may use the Unipol Code logo in promotional materials, and electronic versions of this logo can be supplied. It is not possible to use the Unipol logo, which is for Unipol's exclusive use only.

DURING THE TENANCY

Access

Owners will ensure that:

- 3.00 Owners will respect the student's right to privacy and will not enter the student's bedroom, excepting in a genuine emergency, without permission. Members of the owners family will also not enter unless with the permission of the student;
- 3.01 Business is pursued by him/her in a professional, courteous and diligent manner at all times;

Owners will ensure that:

- 3.02 A copy of the Unipol Code 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 Unipol Code is on Unipol's website or a paper copy of the Unipol Code can be given to the tenant/s. Any web links must display the Unipol Code logo in a clear manner. Unipol will make available, free of charge to Code members: an A5 leaflet informing tenants where the Unipol Code is displayed on Unipol's website and copies of the full Unipol Code for each property;

Owners will ensure that:

- 3.03 Repairs are carried out punctually and effectively with consideration for the occupant's privacy;

Owners will ensure that:

- 3.04 Study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains/blinds which are properly hung/fitted;
- 3.05 All furnishings and furniture are clean and in reasonable condition at the commencement of the agreement and comply, as appropriate, with the Furniture and Furnishings (Fire) (Safety) Regulations 1988;

Owners will ensure that:

- 3.06 That occupants will have a clear understanding of their permitted use of any kitchen facilities, for example, use of the fridge/freezer, washer/drier. The occupant must be given some dedicated storage space for food, to include use of a reasonable part of any fridge/freezer and use of a cooker and for the preparation of food. The occupant will receive instruction on how to operate any domestic appliance that they have access to, any such instruction shall be given on their first day of occupancy;

Owners will ensure that:

- 3.07 An adequate number of suitably located WCs, baths and/or showers and wash basins are provided with constant hot and cold water supplies as appropriate which are suitable for the number of occupants.

Repairs and Maintenance

Furniture and Storage Space

Kitchen Facilities

Toilet and Personal Washing Facilities

HEALTH AND SAFETY

Housing Health and Safety Rating System

Owners will ensure that:

- 4.00 The property and boundary is maintained, as reasonably practicable, free of any

Gas Appliances and Supply

Liquified Gas/ Paraffin Heaters and Appliances

Electrical Installations and Appliances

Fire Detection and Alarm Systems

avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System (see schedule attached to the Unipol Code). 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;

Owners will ensure that:

- 4.01 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;
- 4.02 All gas appliances will be serviced annually by a Gas Safe registered engineer. Verification of the gas safety check will be available to tenants on request 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 on request within 28 days of that safety check being conducted;
- 4.03 All repairs to gas supply pipe work and appliances will be carried out by registered Gas Safe engineer;
- 4.04 The occupant will receive instruction on how to operate any heating appliance/s or central heating system and such instruction shall be given on their first day of occupancy. The extent of control that the occupant has over adjusting heating that affects other parts of the house, will be made clear in the Agreement;
- 4.05 No form of bottled gas or paraffin heaters will be provided by the owner as a heating source;
- 4.06 All properties will comply with the Smoke and Carbon Monoxide Alarm Regulations 2015. Where a working gas fire is situated in a bedroom, or solid fuel combustion appliances are used in other living accommodation, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in each affected room;

Owners will ensure that:

- 4.07 All electrical installations are certified as safe by a professionally competent electrician, preferably one that is registered with NICEIC – A 'competent person' is a person/firm that has been approved by a government-approved scheme as sufficiently competent to self-certify that its work complies with the Building Regulations Part P (Design and Installation of Electrical Installations) and is designed, installed, inspected and tested to the standard required by BS7671 in accordance with the current relevant Electrical Regulations. The owner's duties in regards to The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 are carried out in relation to each property and the applicable documents are provided to tenants;
- 4.08 All additions, alterations and improvements to existing electrical installations and all new installations comply with applicable Building Regulations and BS7671 and are covered by an Electrical Installation Certificate or (as appropriate) a Minor Electrical Installation Works Certificate;
- 4.09 All components used in electrical wiring installations and repairs comply with the International Standard and all appliances will be installed in accordance with Manufacturers' instructions;
- 4.10 All electrical appliances provided by the owner are functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner. Appliances are regularly visually inspected for wear and tear and any defects remedied
- 4.11 Residual current device (RCD) protection should be provided to all consumer units;

Owners will ensure that:

- 4.12 All properties will be fitted with a form of fire detection incorporating an audible alarm on each level. The system will comprise as a minimum a mains powered smoke detector with battery backup on each level (to BS 5446 but preferably interlinked to BS 5839 LD3 Grade D1). Owners are to ensure that all smoke alarms are in working order at the start of each new agreement and tested periodically throughout the agreement, in accordance with the Smoke and Carbon Monoxide Alarm Regulations 2015;
- 4.13 Each kitchen will be fitted with a fire blanket, situated a sufficient distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker;
- 4.14 All exit routes within a property such as hallways, landings and staircases, so far as they are under the control of the owner, as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the property in the event of fire;

Security Measures

Owners will ensure that:

- 4.15 External doors are of a strong, solid, safe construction and fitted with a five lever mortice deadlock conforming to BS 3621 or a euro cylinder lock. Where cylinder locks are used, these must conform to the Sold Secure Diamond Standard SS312 or TS007 ABS cylinder. The door frames should be strong and well secured to the jambs;
- 4.16 Hedges around external doors and windows are best kept trimmed low (usually no higher than 1m) wherever practical to avoid providing screening for burglars. Plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property;

Hygiene

Owners will ensure that:

- 4.17 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;
- 4.18 The occupant shall have use of an efficient and serviceable vacuum cleaner at the commencement of the tenancy;
- 4.19 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;
- 4.20 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. The occupant's use of any area of the garden shall be made clear in any Agreement;

The Environment

AT THE END OF TENANCY

Deposits

Owners will ensure that:

- 5.00 Occupants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the agreement 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;
- 5.01 Deposits should have been returned, following a joint inspection on the day the room is vacated, not later than fourteen days of the end of the agreement. If monies are to be retained the owner should provide a written statement of account providing reasonable details of deductions within this period.

OTHER PROVISIONS

Management of Disputes

Owners will ensure that:

- 6.00 Where disputes between owners and occupants occur reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems.

Owners therefore undertake to:

- 6.01 Maintain courteous professional relations with occupants during any dispute.

COMPLAINTS

Owners undertake to:

- 7.00 Where a complaint under the Unipol Code is contested, 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. In the event that such recommendations are not followed by the owner then the owner will be deemed in breach of the Code and this fact will be made public to prospective occupants. The Tribunal will have the authority to exclude any owner from the Code for a period as determined or indefinitely.

The principle aim of the Unipol Code complaints procedure is to resolve complaints efficiently. Before commencing the procedure, it is recommended that occupants attempt to resolve any problems by contacting the owner in the first instance. Completed complaint forms should be submitted only after all other lines of negotiation have been exhausted. This judgement will in the first instance be made by the Unipol Code Administrator who is charged with operating the system. In the event of a dispute, this will be a matter for a ruling by the Chair of the Tribunal. If you are a parent or relative of an occupant you must attach written authority from the occupant concerned stating that you are authorised to make a complaint on their behalf.

HOUSING HEALTH AND SAFETY RATING SYSTEM

The condition of all housing is now subject to Part 1 of the Housing Act 2004 and the evidence based risk assessment process of the Housing Health and Safety Rating System (HHSRS), on which local authorities must now base enforcement decisions. This applies to all types of residential premises, whether or not any amenities are shared.

Following a complaint, or for any other reason, a local authority may arrange to inspect premises to determine whether a category 1 or 2 hazard exists.

NOTES FOR TENANTS

HHSRS assesses twenty-nine categories of housing hazard – Damp & mould growth; Excess cold; Excess heat; Asbestos (and MMF); Biocides; Carbon Monoxide and fuel combustion products; Lead; Radiation; Uncombusted fuel gas; Volatile Organic Compounds; Crowding and space; Entry by intruders; Lighting; Noise; Domestic hygiene, Sanitation and Drainage; Water supply; Falls associated with baths etc; Falling on level surfaces etc; Falling on stairs etc; Falls between levels; Electrical hazards; Fire; Flames, hot surfaces etc; Collision and entrapment; Explosions; Position and operability of amenities etc; Structural collapse and falling elements. Technical assessment is a two-stage process, addressing first the likelihood of an occurrence and then the range of probable harm outcomes. These two factors are combined using a standard method to give a score in respect of each hazard. HHSRS does not provide a single score for the dwelling as a whole or, in the case of multiply occupied dwellings, for the building as a whole.

The scores from different hazards cannot be meaningfully aggregated. There is no strong evidential basis for aggregating hazard scores, and to attempt to do this would make far more difficult the assessment of likelihood and spread of harm of hazards. However, the presence of a number of individual category 2 hazards may be a factor in an authority's decision to take action.

Hazards are scored in bands, from band A, the most severe, to band J. The relationship between these bands and category 1 and category 2 is prescribed in Regulations made under the Act. Category 1 hazards are those rated in bands A-C. Category 2 hazards are those rated band D and lower. Category 1 hazards trigger a local authority's duty under section 5 to take the appropriate enforcement action. Category 2 hazards can be dealt with under the authority's discretionary powers, which are set out in section 7.

The 2004 Act gives local authorities powers to intervene where they consider housing conditions to be unacceptable, on the basis of the impact of health and safety hazards on the most vulnerable potential occupant. The 2004 Act puts authorities under a general duty to take appropriate action in relation to a category 1 hazard and a conferred power to deal with category 2 hazards. Where they have a general duty or power to act, they must take the most appropriate of the following courses of action:

- serve an improvement notice in accordance with section 11 and 12
- make a prohibition order in accordance with section 20 and 21
- serve a hazard awareness notice in accordance with section 28 and 29
- take emergency remedial action under section 40 or make an emergency prohibition order under section 43
- make a demolition order under section 265 of the housing act 1985 as amended
- declare a clearance area by virtue of section 289 of the 1985 Act as amended.

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OWNER'S DECLARATION

I (name): _____

Address: _____

Acknowledge and agree that:

I/we wish to join the Unipol Code ("the Code") from the date of this declaration until 30th September 2023.

I wish to declare that my property (listed above) meets the terms and conditions of the Code.

I/we accept that it is an important part of the Code to inform tenants of our membership and agree to place information about the Code on any website relating to our accommodation.

I/we accept that Unipol and its affiliated entities and its business partners may use your personal information for the purpose of administering the Code, providing services, administration, and training and may disclose information to its service providers and agents for these purposes. I will inform Unipol if my personal details change.

I/we acknowledge and agree that upon any failure to make payments or otherwise comply with the provisions of the Code then our membership may be terminated.

I/we understand and accept that information about my Code status is in the public domain and will be accessible to all those using Unipol's web system and will remain accessible for up to three years regardless of my future membership of the Code.

Signed: _____

Dated: _____

Name (Please print): _____

Phone: _____

Email: _____