

Landlord Accreditation Scheme

The Code of Conduct – Fit and Proper Person

Contents	Page
1. Responsibilities.....	2
2. Right to Rent - Document checks	4
3. Health and Safety – Safety Responsibility.....	5
4. Legionnaires disease.....	7
5. Repairs.....	7
6. Rent Increases/Rent Disputes/Rent Arrears	8
7. Houses in multiple occupation.....	9
8. Inventories.....	10
9. General terms.....	10
Advertising	
Receipts	
Fees	
Target Response Times	
Thermal comfort	
Refuse Bins	
Car Parking	
Signboards	
10. Housing Benefit/Local housing allowance.....	12
11. Community relations: visual impact.....	12
12. GDPR (General Data Protection Regulation).....	13
13. Refusal of Accreditation	14
14. Fit and proper person.....	16



As a Landlord/Letting Agent you agree to:

1 Responsibilities

1.1 Deposits

Place tenants' deposits in a government-backed tenancy deposit scheme (TDP) if you rent your home on an assured short hold tenancy that started after 6 April 2007. In England and Wales the deposit can be registered with: ([Deposit Protection Service](#), [MyDeposits](#) or [Tenancy Deposit Scheme](#)) Deposits must be protected within 30 days of receipt.

1.2 Introduction

Make the tenant aware of who you are by providing contact details including your address where a notice can be served.

1.3 Tenant privacy rights

Acknowledge the tenant has the right to live in the property undisturbed and ensure this is practiced.

1.4 EPC

Provide any prospective tenant with an [Energy Performance Certificate](#) for the property you are letting. From the 1st April 2018, for each relevant domestic private rented property you must not grant a tenancy to new or existing tenants if the property has an EPC rating of band F or G. You must acknowledge and ensure from 1st April 2020, you will not continue letting a relevant domestic property which is already let if that property has an EPC rating of band F or G. Further information – [click here](#)

1.5 Unlawfully evicting

Refrain from unlawfully evicting your tenant or charging an unfair rent. [click here](#)

1.6 Agreement

Provide a written agreement to your tenant which must be fair and legally compliant. It must include as a minimum: a statement of the terms of their occupancy in the form of a tenancy agreement at the start of their tenancy, a contact telephone number or other means of contacting the landlord or their agent in an emergency, and details of what conditions are attached to the deposit.



1.7 How to rent guide

Provide a copy of the [How to rent guide](#) booklet published by the Government to the tenant prior to the tenancy start and at each renewal of the tenancy and comply with the requirements therein.

1.8 Inspections

Give at least 24 hours' notice in writing to the tenant to inspect the property or carry out repairs and visit at a reasonable time of day, N.B. access can only be gained with consent from the tenant, unless in an emergency which needs immediate access.

1.9 Contact details

Ensure that T&WLAS (Telford & Wrekin Landlord Accreditation Scheme) are provided with appropriate contact details for you (including name, postal address, email address, telephone number, mobile number). You must inform T&WLAS of new contact details for you, within 14 days of the change in details.

1.10 Membership

Inform the tenant at the beginning of the tenancy if your membership of the scheme will expire during the period of the tenancy.

1.11 Returning the deposit

Subject to any statute and/or separate agreements and unless you have good legal cause, return promptly at the end of the tenancy any deposit paid by the tenant, which is held by you or on your behalf. Where required, a written statement accounting for and explaining any deductions will be provided. You must inform the tenant of the steps they can take if they are not satisfied that the deductions are fair and reasonable [click here for more information](#)

1.12 co-operate

Co-operate with the appropriate enforcement agencies and in appropriate circumstances provide agencies with details of the properties you own, let or manage upon request.

1.13 Hazards

Take all reasonable steps to ensure all accommodation provided will afford a safe and healthy environment for any potential occupier or visitor. In particular that it is free from Category 1 and high Category 2 hazards, under the Housing Health and Safety Rating system (HHSRS – see section 3), is in a satisfactory state of repair, has adequate amenities and meets basic standards of management.

1.14 Insurance cover

Ensure adequate insurance cover in place for property and landlords' furnishings and for public liability.



1.15 Financial Responsibilities

You have to pay:

- [Income Tax](#) on your rental income, minus your day-to-day running expenses
- Class 2 National Insurance if the work you do [renting out property counts as running a business](#)
- If you have a mortgage on the property you want to rent out, you must get permission from your mortgage lender.

1.16 Redress scheme

For Letting Agencies / Property Managers it is a requirement by law that you are a member of Government Approved Redress scheme. [click here for link](#)

2 Right to Rent - Document Checks

As a Landlord, you must check that someone has the right to rent before letting them a property - further information [link to gov code-of-practice](#) and [gov Right-to-Rent-Guidance.pdf](#)

2.1 Check list

- You must check original documents to make sure the tenant has the right to rent a property in England
- Check the documents of any other adults living in the property
- Make copies of the documents and keep them until the tenant leaves the property
- Return the original documents to the tenant once you've finished the check - Read the [list of acceptable documents](#).
- Must not [discriminate against](#) the tenant, for example because of their nationality.
- Must not rent property if your prospective tenant(s) cannot provide the acceptable documents to prove their right to rent. (for further information - [voluntary departure scheme](#) and [check with the Home Office](#))
- Make a repeat check if there's a time limit on the tenant's right to stay in the UK just before the tenants permission to stay runs out, or after 12 months, whichever is longer

2.2 Equalities

You must ensure that no person or group of persons applying for housing or associated services will be treated less favourably than any other person because of their race, colour, ethnic or national origin, gender, disability, marital status, sexual orientation, age, religious belief or social status which ensures that the requirements of the Equality Act 2010 are satisfied.



3 Landlord/Letting Agent Safety Responsibilities

3.1 Health and safety

The property must be kept safe and free from any health and safety hazards. Landlords must have arrangements in place for emergency problems with drains, electricity, gas and dangerous occurrences. A system to record all repairs should be in place as evidence of good practice. The landlord shall ensure that this procedure works in practice. The housing, health and safety rating system (HHSRS) ([click here for more information](#)) is used to establish suitability of property for occupation, amongst other legislation and regulations. The underlying principle of the HHSRS is that any residential premises should provide a safe and healthy environment for any potential occupier or visitor. The rating system is risk based and will form the basis of any enforcement decisions made by Environmental Health Officers, or equivalent. To maintain an acceptable level of health and safety, the HHSRS insists that:

- a dwelling must be free from unnecessary and avoidable hazards
- Where hazards are unavoidable, the risk from that hazard should be reduced to an acceptable level. Follow the HHSRS link [click here](#)
- You must act on any enforcement requests or notices from your council within the specified time period

3.2 Gas safety

3.2.1 Gas engineer

Ensure gas equipment you supply is safely installed and maintained by a [Gas Safe registered](#) engineer.

3.2.2 Annual checks

A Gas Safe registered engineer must undertake an annual gas safety check on each gas appliance and flue and the gas safe certificate provided to the tenant.



3.2.3 Gas certificate

You must provide the tenant with a copy of the current gas safety record before they move in and upon request provide the council with a copy. It is a statutory requirement that gas safety checks are carried out annually.

- A copy of the safety certificate should be given to the tenant.
- Any appliances found to be defective must be repaired or replaced by a gas Safe registered engineer. Servicing of appliances is a separate activity from that of a safety check and should also be carried out annually by a gas Safe registered engineer. A list of gas Safe registered engineers can be found [here](#)
- Portable bottled gas or paraffin appliances must not be provided as a heating source.

3.3 Electrical safety

3.3.1 Safety

Ensure the fixed electrical system is safe, for example wiring, sockets and light fittings

3.3.2 Appliances

All electrical appliances provided are safe and functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner.

3.4 Fire safety / Safety regulations

- Provide a smoke alarm on each story where there is a habitable room and a carbon monoxide alarm in any room with a solid fuel burning appliance (for example a coal fire or wood burning stoves) as per The Smoke and Carbon Monoxide (England) Regulations 2015 - [click here for more information](#)
- Ensure there is access to escape routes at all times
- Furniture and furnishings you supply must comply with the Furniture and Furnishing Fire Safety - [click here for more information](#) Regulations 1988 as amended
- A house in multiple occupation (HMO) requires more specific fire safety measures, such as mains powered smoke alarms, fire doors and regular property management checks. Please see Housing – Fire Safety guidance document in this regard [click here for more information](#)

4 Legionnaires disease

4.1 Legionnaires check

- Assessing properties for the risk of Legionnaires' disease is a legal requirement. Legionnaire's is a disease caused by bacteria which can grow in stagnant water. You do not need to hire someone to do this providing you are competent enough to assess this yourself.
 - If your property is atypical in its water system and you feel it is at a higher risk, or you don't feel competent in making the assessment, you can hire an assessor.
- Find more information on landlords' Legionnaires' disease responsibilities [click here](#).

5 Repairs & ongoing property maintenance

As a landlord or letting agent you and are responsible for ongoing repairs and maintenance at the property such as:

5.1 Repair responsibilities

- the property's structure and exterior
- basins, sinks, baths and other sanitary fittings including pipes and drains
- heating and hot water
- gas appliances, pipes, flues and ventilation
- electrical wiring
- any damage you cause by attempting repairs
- common areas, for example staircases in blocks of flats as defined in the tenancy agreement.
- There must be arrangements in place to report and deal with general repairs.
- Tenants should be given details of how to turn off the water supply, gas and electricity services and a telephone number to report repairs
- Tenant damage, rent arrears or similar do not remove landlords responsibility to undertake repairs
- Provide details of the relevant utility companies and ensure that the tenant knows how to get services transferred or reconnected when necessary

N.B. If repairs are not carried out, Environmental Health will take enforcement action to ensure that the repairs are completed within a specified timescale. Action taken by Environmental Health will be recorded and investigated by the accreditation team which could result in removal of your accredited status. (see section 13 for further details)

6 Rent Increases, Rent Disputes, Rent

N.B Set out in the [tenancy agreement](#) how and when the rent will be reviewed. There are special rules for increasing protected (sometimes known as 'regulated') tenancy rents – follow link for more information, [click here](#).

6.1 When you can / cannot increase rent

- For a periodic tenancy (rolling on a week-by-week or month-by-month basis) you cannot normally increase the rent more than once a year without prior agreement from the tenant
- For a fixed-term tenancy (running for a set period) you can only increase the rent if the tenant agrees. If the tenant does not agree, the rent can only be increased when the fixed term ends.

6.2 General rules around rent increases

- You must get permission from the tenant if you want to increase the rent by more than previously agreed
- The rent increase must be fair and realistic

6.3 Proposing rent increases

- If the tenancy agreement lays down a procedure for increasing rent, you must stick to this. Otherwise, you can:
 - Renew the tenancy agreement at the end of the fixed term, but with an increased rent
 - Agree a rent increase with the tenant and produce a written record of the agreement that you both sign
 - use a 'Landlord's notice proposing a new rent' form, which increases the rent after the fixed term has ended
- You must give you a minimum of one month's notice (if the tenant pays rent weekly or monthly). If you have a yearly tenancy, you must give 6 months' notice

6.4 Changes to a regulated tenancy / increasing rent

There are special rules for changing rents and terms for regulated tenancies (usually starting before 15 January 1989).

- If the tenant has a regulated tenancy, you can only increase the rent up to the registered rent, which is the legal maximum set by a rent officer from the Valuation Office Agency (VOA). This is sometimes called 'fair rent'. [Check the register of rents](#) to find out if the rent is registered and how much it is.
- You or the tenant can ask the VOA to review the rent so that it remains fair, usually every 2 years. You can request it sooner if there's a major change to the home (eg repairs or improvements).
- You must serve notice of increase of rent in writing. It must include details of the changes, eg how much the rent will increase by and when it will start
- Increase in rent may be backdated to the date of the notice, but it can't be backdated by more than 4 weeks or to earlier than the date it's registered
- A tenant can only apply to the tribunal if:
 - they have an assured short hold tenancy
 - The rent's been increased as part of a 'section 13 procedure' - the letter from you provide as a landlord will state to the tenant if it has, and will explain further about applying to the tribunal.

7 Houses In Multiple Occupation

7.1 HMO

Your property is a house in multiple occupation (HMO) if both of the following apply:

- The property is occupied by 3 or more persons, living as two or more households
- Facilities are shared, e.g. a toilet, bathroom or kitchen facilities, or the same facilities are lacking from an occupiers unit of accommodation.

Currently, HMO's which are occupied by 5 or more persons living as two or more households in a property which is 3 or more storeys high, require a mandatory license from Environmental Health. On the 1st October 2018, you will be required for all HMO's (regardless of storey's) with 5 or more occupiers to obtain a mandatory license from Environmental Health. HMO licensing information can be found online as well as the application form see link: [here](#) and to HMO Licensing requirements for Telford and Wrekin: [click here](#)

A household is either a single person or members of the same family who live together. A family includes people who are:

- married or living together - including people in same-sex relationships
- relatives or half-relatives, for example grandparents, aunts, uncles, siblings
- step-parents and step-children

8 Inventories

8.1 Supply inventory

Supply an inventory, indicating the condition of the property, fixtures and fitting. The inventory must be signed by the landlord and countersigned by the tenant once both parties have had an opportunity to check it is a true and accurate reflection of the property.

8.2 Managing agent inventory

Where a Letting/Managing agent is employed, the landlord shall at the commencement of the letting, personally sign the inventory to confirm his acceptance of the agent's description of the items listed in the inventory or delegate to the agent in writing responsibility for compiling the inventory and for deciding at the termination of the letting whether all or part of the deposit shall be returned to the tenant.

9 General terms

9.1 Advertising

Accurately report property details and allow prospective tenants to view the property having due regard to the rights of existing tenants.

9.2 Receipts

Provide a receipt for all the rent payments upon request, if rent is payable other than weekly. Written receipts must be provided for all cash transactions. If rent is payable weekly a rent book must be provided.

9.3 Fees

Clearly inform prospective tenants of any fees that may be charged for arranging a letting agreement.



9.4 Target Response Times

Emergency repairs

Any repairs required to avoid danger to health, risking to the safety of residents or serious damage to buildings or resident's belongings e.g. burst pipes, blocked drains, broken toilets and heating failure. These must be made safe or completed within 24 hours of defect being reported.

Priority 2

Repairs to defects which materially affect the comfort or convenience of residents must be completed within 14 days of report of the defect.

Priority 3

Reactive repairs not falling within the above categories. These must be completed within 28 days of reporting the defect.

9.5 Thermal comfort

The heating system must be appropriate to the design, layout and construction of the premises, and must have adequate output to effectively heat the whole of the property. The heating system must be capable of maintaining an indoor temperature of 21°C and must be controllable (by time and temperature) by the occupier and safely and properly installed and maintained. In properties where the heating is centrally controlled, such systems should be operated to ensure that occupants are not exposed to cold indoor temperatures, and should be provided with additional controls to allow the occupants to regulate the temperature within their dwelling. The use of portable heating appliances is not acceptable.

9.6 Refuse bins

Landlord or Letting/Managing agents you must ensure that you inform the tenants of the need for proper refuse management and about the Telford & Wrekin Council recycling scheme. Specific information is available online regarding collection days, recycling and household waste recycling centres. Where a property has its own external bins, the house number of the property should be marked clearly on these. Where possible, wheelie bins should be located at the rear of the property and tenants should be informed of the need to return them to that location as soon as possible after they have been emptied [link here](#)

9.8 Car parking

Landlord or Letting/Managing agent shall advise the tenants of any residents parking restrictions in force in the area.

9.9 Signboards

In line with the Town and Country Planning regulations (Control of advertisements) 1992, the following will apply to signboards advertising a property to let, or a successful letting: the signboard 'To Let' or 'Let By' must not exceed a total surface area of 0.5 of a square metre, or a total area of 0.6 of a square metre for two joined boards; no signboard is allowed to extend outwards from the wall of a building by more than one metre; in each case only one board may be displayed on premises and this must be removed not later than 14 days after granting of the tenancy.

10 Housing Benefit/Local housing allowance

10.1 Overpayment

If housing benefit is paid directly to you as the landlord and there is an overpayment, then it shall be repaid to the housing benefit department once they have been notified of the amount due, subject to your (the landlord's) right of appeal.

10.2 Contribution

Where housing benefit is paid, provide a six monthly statement to inform tenants of their outstanding contribution, if any.

10.3 Changes in circumstances

Advise the tenants to keep the housing benefit department up to date with any changes in their circumstances. Landlords who are aware of changes must also notify the housing Benefit department.

10.4 Tenant moves out

Landlords and letting/ managing agents must advise the housing benefit department when a tenant vacates their property as soon as you become aware.

11 Community relations: Visual Impact

11.1 Garden

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 Landlord or Letting agent, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter and the garden area should not be used to store old or unwanted furniture or fittings for more than 5 working days prior to its removal.



11.2 Visual appearance

Between tenancies or when vacant, the Landlord or Letting agent shall also maintain the visual appearance of the property, outbuildings, gardens and boundaries in a reasonable state so as not to detract from the visual amenity of the area.

11.3 Complaints about Tenants

If you received complaints about tenants' behaviour, the Landlord or Letting/Managing agent shall:

- Respond to complaints regarding neighbour nuisance or the anti-social behaviour of their tenants.
- Contact the tenant to discuss the nature of the complaint and what action they should take.
- During this initial contact, the Landlord will respect the anonymity of the complainant if this is requested.
- Co-operate fully with the appropriate agencies if the complaint is not resolved in the first week and take action within agreed time-scales.

If you need support you can call the anti-Social behaviour hotline service 01952 385385 to agree a course of action.

12 GDPR (General Data Protection Regulation)

12.1 Telford and Wrekin GDPR

Telford & Wrekin Council are collecting your personal data in order to facilitate the Landlord Accreditation Scheme. The Scheme has been created in order to recognise good landlords in Telford & Wrekin but also raise standards in the private rented sector. We will collect and process your personal data with wider legislation and Article 9(2)(c) & (h) of the General Data Protection Regulations 2018 or equivalent United Kingdom legislation in mind.

The information you have given will be kept confidential in accordance with the General Data Protection Regulations Act 2018. By signing the form you are agreeing to the Council collecting and using the information, you also have the right to see the information we keep about you and to ask us to delete the information we hold about you.



Telford & Wrekin Council are working in partnership with Rental Step in order to deliver parts of the Landlord Accreditation Scheme and where appropriate to do so your information will be shared with them. By signing the form you are giving us your consent to do this.

Telford & Wrekin Council will not share your personal data with any other external organisations unless required to do so by law. However, there may be occasions where we request further information from key third party organisations such as prevention and detection of fraud. For further details on the council's privacy arrangements please view the privacy page on the council's [website page](#).

This authority is under a duty to protect the public funds it administers and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies solely for these purposes.

13 Refusal of Accreditation

Accreditation status will be refused if:

13.1 Accreditation status will be refused if:

- You do not meet the fit and proper person criteria (see section 14)
- The Landlord or Agency have a history of non-compliance in relation to property condition or management standards. This will include the service of statutory enforcement notice (or prosecution) or penalty notices in a period of 12 months prior to the application of accreditation being received.
- The Landlord or Agency has been refused a HMO licence or their licence has been revoked.
- If we receive an application and payment and you do not meet the above conditions you will not be refunded your application funding.
- Or if already suspended as set out below

13.2 Appeals procedure

- Applicants who disagree with the decision to refuse or revoke accreditation can appeal in writing to the Housing Team Leader within 10 working days. If they continue to disagree with the decision a final written appeal can be made within 10 working days to the Housing Service Delivery Manager.

13.3 Suspension of a Landlord

- Where an accredited landlord falls below the required standard as set out in the code of conduct, they will be written to and asked to resolve all outstanding issues, condition of property complaints, reports requested etc. within 14 calendar days.



- Failure to resolve and reply to the letter/email may result with the landlord being suspended from the accreditation. Whilst suspended, landlords must not advertise that they are part of this scheme. The suspension will remain until the issue has been resolved to Telford & Wrekin Council's satisfaction. A letter outlining the actions required will be provided for the landlord in order to re-join the scheme.
- A second suspension will result in a minimum of a one year period suspension, where the landlord would not be able to reapply until after the one year suspension is complete. If a landlord during the membership has any of the following:
 - The landlord is not a fit and proper person
 - The applicant has a history of non-compliance in relation to property condition or management standards. This will include the service of statutory enforcement notice or penalty notices in a period of 12 months prior to the application of accreditation being received
 - The applicant has been refused a HMO licence or their licence has been revoked.
- If there is a serious breach of the scheme that will put Telford and Wrekin Council in to disrepute, this will result in the immediate removal from the scheme and all benefits. This will include but not exhaustive to: any prosecutions for criminal activity, confirmed negative press coverage including on social media.
- No refund will be provided following suspension or removal of this scheme.

13.4 Suspension of an Agent

- If an accredited agent fails to meet the standard required, a meeting will be held at their local office in order to resolve any issues.
- If there is not a measured improvement after 28 days, the letting will be suspended and an action plan will be provided. Whilst suspended, the letting agent must resolve all condition of property complaints informally and within the time scales set out in this document. Their performance will be monitored and will help determine if they are suitable to re-join. Whilst suspended, the letting agent must not advertise that they are part of this scheme on their website or office(s).
- The T&WLAS webpage will be updated to remove them from the list.
- If there is a serious breach of the scheme that will put Telford and Wrekin Council in to disrepute, this will result in the immediate removal from the scheme and all benefits. This will include but not exhaustive too: any prosecutions for criminal activity, confirmed negative press coverage including on social media.
- There is a '3 strike and suspension rule' for of non-serious breaches of the scheme. A written warning will be given, stating there has been a breach and the number remaining.
- After 3 breaches within the accreditation period, this will result in a suspension until the end of the 5 year period.
- No refund will be provided following suspension or removal of this scheme.



14 Fit and proper person:

14.1 Fit and proper person

When determining whether an applicant is a 'fit and proper person' and their ability to manage the property, T&WLAS requires information about any problems that have arisen in the past, relevant convictions do not automatically mean that you cannot be deemed fit and proper but should be declared. These may be considered alongside matters such as whether you have undertaken training or other accreditation schemes or have a record of engagement with initiatives with the local authority to improve the sector. These Terms and Conditions apply equally to relevant Directors, Partners and/or employees of Companies that are accredited under T&WLAS, and the term 'landlord' shall be construed accordingly.

In considering the application it is necessary to ascertain whether or not all of the above parties are fit and proper to be the licence holder / manager of the property. As a minimum, we must have regard to any evidence, among other things, if it shows that any party has:-

- Committed any offence involving fraud or other dishonesty, or violence or drugs, or any offence listed in Schedule 3 to the Sexual Offences Act 2003 (c.42) (offences attracting notification requirements);
- Practised unlawful discrimination of ground of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of any business;
- Contravened any provision of the law relating to housing or of landlord and tenant law; or
- Acted other than in accordance with any applicable code of practice approved under section 233

The aforementioned is laid out under S.66 Housing Act 2004, but regard must also be had to:-

- Contravention of any legislation relating to housing, public health, environmental health or landlord and tenant law;
- Been refused a licence under Part 2 or 3 Housing Act 2004
- Had a licence revoked for breach of any conditions under Parts 2 or 3 of the Housing Act 2004
- Contravened any Code of Practice relating to the management of HMO's;
- Been subject to a Control Order under the Housing Act 1985;
- Been subject to a Management Order under the Housing Act 2004;
- Failed to comply with a Housing Notice (requiring works etc) served by a local authority;
- Been subject to complaints from tenants or other sources, regarding serious or repeated breaches of the condition of a licence under the Housing Act 2004.