



NORTH EAST WALES HOMES

OPERATING CODE

March 2016

Based on the Code of Practice for Landlords & Agents licensed under Part 1 of the Housing (Wales) Act 2014

Contents

| | |
|---|----|
| Background | 4 |
| Compliance | 4 |
| Letting a property for a private landlord | 4 |
| Marketing and advertising properties | 5 |
| Setting up a tenancy | 6 |
| Reference checks | 6 |
| Agreeing a tenancy | 6 |
| Deposits | 8 |
| During the tenancy | 9 |
| Starting the tenancy | 9 |
| Collecting the rent | 9 |
| Accessing the property – requirements | 11 |
| Property conditions | 11 |
| Repairs | 12 |
| Renewing or changing a tenancy | 13 |
| When things go wrong | 14 |
| Ending a tenancy | 14 |

Background

As a responsible landlord and letting agent North East Wales (NEW) Homes is committed to working within the Code of Practice set out in the Housing (Wales) Act 2014. Delivering what the Code sets out as Best Practice at every opportunity.

General Compliance

NEW Homes will register with and obtain a licence from Rent Smart Wales. This is necessary in order to operate as a landlord and also as an agent on behalf of other landlords.

Letting a property for a private landlord

NEW Homes will provide the landlord with clear and concise information regarding the following:

- Fees and expenses
- The terms of business between the landlord and NEW Homes
- The duration of the agreement between NEW Homes and the landlord
- The extent of NEW Homes' authority to authorise expenditure on behalf of the landlord – for example in relation to repairs and maintenance.

The landlord will be provided with sufficient time to read the terms of the agreement in order to be satisfied that they fully understand the document.

If the landlord appoints NEW Homes to manage their property then they will be provided with a copy of the signed management agreement for their records.

All documentation relating to the agreement between NEW Homes and the landlord will be signed and dated by both parties.

The agreement will clearly set out specific responsibilities of NEW Homes and the landlord.

Any subsequent changes to the agreement will be confirmed in writing and signed by both NEW Homes and the landlord.

Marketing and advertising properties

NEW Homes will ensure that all marketing and advertising information, whether spoken, written, electronic or in picture, is accurate and not in any way misleading. Statements will be clear concise and will not omit or hide any important information relating to the property.

Any marketing information for properties requiring an Energy Performance Certificate (EPC) will include the Energy Performance commonly known as the Standard Assessment Procedure (SAP).

The EPC will be provided to the tenant at sign up, and made available in the future if requested by the tenant.

Any questions that a prospective tenant has will be answered clearly and truthfully; it will always be made clear to any prospective tenant if an offer has already been made and/or accepted by another applicant.

When arranging viewings of an already occupied property that is under notice the current tenant will be given *at least* 24 hours notice of the appointment. Unless other arrangements for access have been specifically agreed with the tenant. Any agreement of this nature will be in writing and signed and dated by the tenant and

NEW Homes will always seek the necessary consents from the landlord before offering a property to rent. Written confirmation of these consents will always be sought ahead of offering a tenancy.

Where the property NEW Homes is managing is a leasehold property then consideration will be given to all the terms of the lease. Any obligations required, for example payment of service charges, will be detailed in the tenancy agreement and the tenant made aware.

Any service charges relating to the repair and maintenance of the exterior of the building or the communal areas, will not be passed on to the tenant.

NEW Homes will conduct all tenancy related matters, and deal with all prospective tenants in a fair, professional and reasonable manner.

To avoid any misunderstandings or difficulties after a tenancy is created NEW Homes will provide full and detailed information regarding the property and the terms of the rental agreement.

NEW Homes will carry out a full affordability check with the prospective tenant, including providing advice around fuel supplies and heating. This will enable the prospective tenant to make an informed choice regarding whether they are able to sustain the tenancy.

Setting up a tenancy

References and checks

NEW Homes will seek the consent of a prospective tenant before requesting references

No prospective tenant will be treated less favourably than any other on grounds of: age, disability, gender, gender identity, race, nationality, religion, belief, sexual orientation or whether they have or are expecting children.

Reference requests will only seek information relevant to the tenancy

Fair and accurate references will always be provided by NEW Homes if requested by a current or previous tenant.

NEW Homes will advise new tenants of the Welsh Government's publication – **“A Home in the Private Rented Sector – A Guide for Tenants”**

Agreeing the tenancy

Before an applicant is expected to sign a tenancy agreement NEW Homes will ensure the applicant fully understands the following:

- The terms of the tenancy agreement
- How long the tenancy will last (length of the fixed period)
- Costs that will be the responsibility of the tenant
- Amount of any security deposit (if applicable)
- The amount of any holding deposit (if applicable) – making clear the reason for such a deposit and all the associated terms and conditions.
- The total the tenant will be expected to pay on signing the tenancy agreement
- Any guarantor requirements (if applicable)
- Methods of payment available to the tenant
- The procedure for signing the tenancy agreement

NEW Homes will ensure that any potential tenant is given sufficient time to read through the tenancy agreement and obtain independent advice if they wish to.

NEW Homes will always be considerate of a prospective tenant's circumstances when dealing with them. Particularly people who may be disadvantaged due to – age, illness, lack of understanding, lack of linguistic ability, economic circumstances, bereavement or any other personal circumstances they may have a detrimental effect on them.

In the event that any specific or extra terms are negotiated between NEW Homes and the tenant will be written into the tenancy agreement. These changes will be initialled by both parties when signing the tenancy agreement.

Where possible NEW Homes will be accommodating towards prospective tenants who have pets. Where ever possible permission will not be unreasonably withheld and provision will be made within the tenancy agreement to cover the possibility of any damage caused by the pet to the property or furniture provided with the property.

A written tenancy agreement will always be provided and include the following:

- The rent amount and key terms
- Frequency of rent payments
- The period of the tenancy
- How any rent increases will be imposed, including a statement making clear what notice NEW Homes will give the tenant before the rent increase takes effect.

The tenancy will be signed and dated by NEW Homes and the tenant and a copy will be provided to the tenant, the landlord and a copy will be retained by NEW Homes.

The tenancy agreement will include:

- Guidance on the rights of the tenant to use any common parts or shared facilities such as garages, parking spaces or gardens.
- Details of any tenancy deposit required
- Details of the tenancy deposit scheme that the deposit will be registered with
- How the deposit will be returned, terms of any deductions and an undertaking to return the balance of any deposit within a reasonable time.
- A clear description of which party is responsible for:
 - Council tax
 - Utility bills
 - Television Licence
 - Phone, broadband, television subscriptions, or any other payable media service.
- Any other regular charges linked to the tenancy for which the tenant is liable
- Any other fees or charges to be made in relation to the tenancy with clear description of what they are for and if they are returnable at any point
- Details of how the tenancy can be terminated

An inventory will be completed and agreed by NEW Homes and the tenant before it is signed and dated. The Tenant will be given a copy and NEW Homes will retain a copy.

NEW Homes will make clear to the tenant that the tenancy agreement relates specifically to the obligations of the tenant and the landlord. NEW Homes will set out what their responsibilities are as the agent.

The tenancy agreement will allow NEW Homes and/or the landlord access to the property in the event of an emergency.

Also at the tenancy sign up the tenant will be provided with the following documents:

- A copy of a valid Gas Safety Certificate for the property, dated within the last 12 months.
- Current Energy Performance Certificate (EPC), dated within the last 10 years
- Any other documentation relating to the tenancy or property required by law

Deposits

NEW Homes will ensure that any security deposit taken is protected by a Government-authorized scheme within 30 days of receipt, and NEW Homes will comply with the rules of the scheme.

The prescribed details of the tenancy deposit scheme will be made available to the tenant within 30 days of receiving the deposit, the tenant will be given the opportunity to check and sign the prescribed information.

NEW Homes will never take any charges owed by the landlord to NEW Homes from the deposit.

During the tenancy

Starting the tenancy

Basic information about the new tenant(s) will be provided to the water supplier within 21 days of tenancy commencement, this can be submitted at: www.landlordtap.com

Where the tenant is responsible for paying utility bills NEW Homes will provide the tenant with the relevant information to make it as simple as possible for the tenant to register with the suppliers.

Where utilities are metered NEW Homes will record the meter readings at the start of the tenancy. The tenant will be provided with these readings.

NEW Homes will inform the Local Authority of the date the tenancy commences for council tax and electoral register purposes.

NEW Homes will advise the tenant of the arrangements for refuse and recycling collection.

NEW Homes will advise the tenant that it is the responsibility of the tenant to insure their belongings with contents insurance. The landlord is responsible for insuring the building.

NEW Homes will explain how the heating and hot water installations work.

NEW Homes will advise the tenant of the location of the electric and gas meters, the main electrical fuse box (and shut off switch), the gas shut off valve. Also the operation of any intruder alarm or window / door locks.

NEW Homes will advise the tenant of any firefighting equipment in the property and how to exit the property safely in the event of a fire.

NEW Homes will provide guidance on the use of heating and ventilation to reduce the risk of damp, condensation and mould growth.

NEW Homes will provide tenants with useful contact numbers for organisations who could offer advice and support should they have any difficulties during their tenancy.

Collecting Rent

Rent and any other charges will only ever be collected through legal means and in line with the clauses in the relevant tenancy agreement.

The name and address of the landlord and NEW Homes will be included on any written rent demand. Until the address is provided then the rent is not deemed due from the tenant. The address provided will be in England or Wales, if the landlord's address is not in England or Wales then notices from the tenant should be served on NEW Homes as the landlord's agent.

The tenant will always be provided with a receipt for any cash or cheque payments made, and an annual rent statement will be provided to the tenant detailing all payments made by the tenant.#

At the start of the tenancy NEW Homes will agree the method of payment for the rent, except in extenuating circumstances this will always be by standing order. NEW Homes will provide the necessary bank details to the tenant at the commencement of the tenancy to enable them to set up a standing order.

Tenants will be provided with the name and address of their landlord within 21 days of a request being made. If the landlord is a company and the tenant requests further information then the name and address of directors and company secretary will be provided, again within 21 days of the request being received.

Full contact details for NEW Homes (Registered and Licenced by Rent Smart Wales*) will be provided to the tenant. The tenant can contact NEW Homes to discuss their tenancy.

*(*no later than November 2016 as required)*

Contact details will include:

- Correspondence address
- Telephone number
- Email address

Tenants can expect a response from NEW Homes within a reasonable time, NEW Homes will endeavour to answer:

- Written correspondence within 10 working days
- Telephone calls within 48 hours
- Email within 5 working days

NEW Homes should also be contacted in the event of an emergency.

The pack provided to the tenant when they sign their tenancy will include details of how to report a repair to their property.

The pack will also include details of how to make a complaint, the complaint procedure and how a complaint can be escalated if the tenant is not satisfied with the initial response.

The pack will also set out formal arrangements for redress, where this is applicable.

Access to the property - requirements

Except in the event of an emergency (e.g. a fire, problems with gas, electricity or escape of water, that pose real risk of injury or significant damage to the property or neighbouring properties), NEW Homes will give tenants at least 24 hours written notice, or by a method preferred by the tenant (e.g. telephone call, email or text message), requesting access to the property.

Tenants have the right to peaceful enjoyment of the property they are renting. If there is a valid reason why entry to the property is required, but the tenant refuses, for whatever reason, NEW Homes will seek a court order to gain access.

NEW Homes will only ever force entry to a property in the event of an emergency.

If access to the property is required it will be arranged at a mutually convenient time and NEW Homes will always provide 24 hour notice in writing.

Property Conditions

NEW Homes expect landlords to ensure that their properties pass a Housing Health & Safety Rating System (HHSRS) inspection. Before NEW Homes will take on the management of any property any Category 1 Hazards must be addressed and the landlord must have agreed to address any Category 2 Hazards within a reasonable time or a time specified by the Environmental Health team.

If during the period of the management agreement further hazards appear NEW Homes will notify the landlord and take any action, in line with the management agreement, to resolve the matter.

If NEW Homes is unable to meet the obligations to repair a property for any reason the landlord will be notified and given the reason why to enable him to comply

NEW Homes will work with the landlord and tenant to ensure that installations for heating the property as well as gas, water electricity and drainage supplies to the property are kept in proper working order.

NEW Homes will work with the landlord to ensure that electrical wiring is kept in a safe working condition. All electrical fixtures and fittings are free from breakages, cracking or defects, and are properly and securely fitted.

All electrical appliances supplied will be in a safe condition.

Any furniture or furnishings provided as part of the tenancy will comply with the minimum fire resistance standards, unless exemptions apply.

An annual gas safety check will be carried out by a Gas Safe engineer. A copy of the safety certificate will be kept by NEW Homes for 2 years and a copy of the certificate will be provided to the tenant within 28 days of the completed test.

Any maintenance or repairs carried out to gas appliances will be done by a qualified Gas Safe engineer.

NEW Homes will work with the landlord to ensure that pathways, driveways and car parks that are owned by the landlord are maintained and safe to use. Also that gutters, downpipes, drains and gullies will be maintained and repaired.

NEW Homes will ensure that any contractor entering the property has been made aware of any health and safety issues, including the location of any asbestos in the property.

NEW Homes will ensure that if the property has a solid fuel burning appliance that the landlord supplies carbon monoxide detectors (complying with BS EN 50291 standard).

With regards to Houses of Multiple Occupation (HMO), NEW Home will ensure that landlords adhere to any mandatory or additional licensing schemes.

Repairs

Emergency repairs will be dealt with as quickly as is reasonable after NEW Homes is notified. Where there is a risk to health and safety or the security of the tenant or a visitor the repair will be addressed or made safe the same day it is reported.

Urgent repairs will be dealt with, where ever possible, within three working days. These would include failure of functions within the property, for example, central heating, hot water or electrics. However, a repair to a boiler or heating system may be considered urgent during the summer months, but an emergency.

Other repairs NEW Homes will endeavour to complete minor repairs as quickly as possible, and no later than 30 days after the initial request is received.

NEW Homes will only ever use competent, and where necessary, qualified contractors to carry out repairs. NEW Homes will take all reasonable steps to ensure that contractors have:

- Public liability insurance
- Professional indemnity insurance
- Relevant trade qualifications where necessary
- Appropriate Health & Safety risk assessments.

NEW Homes will never take eviction action against a tenant for making a reasonable repair or maintenance request.

NEW Homes will never unreasonably refuse a tenant's request to decorate a property. NEW Homes may seek to arrive at a compromise such as the tenant will return the property to its original state at the end of the tenancy.

NEW Homes will always consider a tenant's request adaptations to their home to aid their mobility, the adaptations will not be unreasonably refused. It is recognised that allowing an adaptation to be made can help the tenant remain in the property for a longer period.

Where a property needs repairs or maintenance NEW Homes will consult with the tenant before work commences, except if the work is of an urgent nature.

NEW Homes will aim to ensure all repair works are “Right First Time” to avoid the need to repeat the repair work, minimising inconvenience to the tenant and saving time and money.

NEW Homes will carry out quarterly inspections of tenancy and keep a record of the inspection. These inspection will look to identify any hazards or repairs that require attention and note what action has been taken to address the issues.

NEW Homes will ensure that carbon monoxide detectors will be provided in all rooms where there are gas, oil or solid fuel appliances.

NEW Homes will ensure that smoke detectors will be provided on all floors of a property.

NEW Homes will ensure the safety of solid fuel and oil heating installations. Appropriate routine maintenance will be carried out, including sweeping of chimneys and flues on an annual basis.

A check on the electrical installation will be carried out every five years by a competent electrician and recorded in an Electrical Installation Condition Report.

NEW Homes will ensure maintenance to heating appliances is carried out by an appropriate registered competent person. NEW Homes will retain the resulting certificate on file.

NEW Homes will provide tenants with information on heating and ventilating their property to prevent condensation and rising and penetrating damp.

Renewing or changing a tenancy

In the event that a tenancy is renewed NEW Homes will always provide the tenant with a written tenancy agreement. The tenant will be given sufficient time to review the document before being expected to sign it.

NEW Homes currently do not charge fees for renewing tenancies, if this situation changes any fees will be clearly communicated to the tenant before any new tenancy agreement is made.

When things go wrong

NEW Homes will endeavour to ensure that all our tenancies run smoothly, there will however be times when tenants may not be satisfied. In the event of this NEW Homes will:

- Ensure there is good clear communication, keeping the tenant up to date with any action that is being taken.
- Mediation will be sought in an attempt to resolve any dispute before any legal action is taken.
- Tenants will be advised of the complaints procedure and who to contact in the event that they are not satisfied with any resolution NEW Homes offers

Ending a tenancy

There are procedures that must be completed to end an assured shorthold tenancy. If these do not happen then a tenant will not be evicted from the property without a court order and the correct process being followed. Ideally a notice is legally served and the tenant leaves as required.

NEW Homes will not deduct anything from a tenancy deposit or claim against a Bond unless a loss has actually been suffered, evidence will be provided to support any claim. Losses as a result of fair wear and tear will not be deducted from the deposit.

If deductions are to be made from the deposit then details will be provided to the tenant in writing if requested. The claim will be made by following tenancy deposit legislation and the requirements of the tenancy deposit scheme that the deposit is registered with.

Any balance of deposit will be refunded to the tenant in a reasonable time after agreement is reached by both parties.

In the event that there is a dispute any amount to be refunded will be refunded in a reasonable time after the decision is made by the tenancy deposit scheme or the court.

Tenancy deposit funds not in dispute will be refunded to the tenant within a reasonable time.

Upon receiving a notice to end the tenancy NEW Homes will provide the tenant with written guidance explaining the steps to take to prepare the property for the end of the tenancy, e.g. the handover of keys. Tenants will be made aware of any key clauses in their tenancy agreement that they should be mindful of, e.g. those relating to deductions from the deposit.

NEW Homes will promptly notify the landlord of the receipt of notice to terminate a tenancy from the tenant.

NEW Homes will provide the tenant with details of organisations that can help them if they do not have accommodation to move to at the end of their tenancy, e.g. Flintshire

County Council's Housing Options Team, Citizens Advice, Shelter Cymru. This information will be provided at the time the notice is served.

NEW Homes will endeavour to inspect the property within 24 hours of the tenancy ending, or the next working day. This is to establish the condition of the property, photographs will be taken to aid any necessary claim against the deposit.

Tenants will be advised when the end of tenancy inspection is to take place in order to give them the opportunity to attend if they wish to.

NEW Homes will notify – Flintshire Council and utility companies – that the tenant has moved out.

NEW Homes will take meter readings when they carry out the end of tenancy inspection.