

## **Edge Hill Students' Union Housing Charter**

### **Preface:**

*We, the undersigned, affirm the following principles as essential to fostering a fair and equitable housing system that provides secure housing for all students within our university community.*

*The purpose of this code is to establish a mutual understanding between landlords and student tenants. The code will cover letting management standards and the expectations of landlords. It is intended that this code will contribute towards students securing a well-managed and good quality property.*

*Compliance with this code will ensure that:*

- Both members and tenants enjoy the benefit of good housing management and practice.
- Misunderstandings and disputes are reduced.
- When problems do occur, they are promptly resolved.

*Equality and diversity:*

In all interactions with tenants, including past, current, and prospective individuals, no person shall be subjected to less favourable treatment due to any protected characteristic. These include but are not limited to age, disability, gender reassignment, marital or partnership status, pregnancy, maternity, race, religious or philosophical belief, sex, sexual orientation, colour, ethnic or national origin, appearance, or social status.

Members will ensure that:

### **1. Right to Adequate Housing and advertisement:**

*1.1* Detailing minimum square footage per occupant, safety standards for doors, locks, and windows, and specific requirements for heating and ventilation in each property.

*1.2* Advertising and any information provided to potential tenants shall be thorough, accurate, and devoid of any misleading content.

*1.3* Every prospective tenant shall be afforded the opportunity to view the property, ensuring respect for the rights of existing tenants during these viewings.

*1.4* Tenancy agreements are void of unjust terms, as per the definition in Part 2 of the Consumer Rights Act 2015. This encompasses any clauses that might contradict the statutory or common law rights of tenants, or the guidelines outlined in this code.

1.5 Potential tenants are not required to make any payments prior to entering into a written agreement to lease a particular property. Please note, it is permissible for landlords or agents to request tenants to make allowed payments on the day of entering into the written tenancy agreement, but not before that time.

1.6 If Wi-Fi costs are encompassed within the bills, it is crucial to ensure that prospective tenants are informed about this inclusion.

## **2. Tenancy Agreement Responsibilities of the Landlord/Agent:**

2.1. The Landlord/Agent shall refrain from requesting money prior to the establishment of a letting agreement.

2.2. An Assured Tenancy will be created unless exempted under Schedule 1 of the Housing Act 1988.

2.3. Clear and written instructions regarding rent payments shall be provided.

2.4. A complete set of the agreements, written in clear English with a minimum type size of 10 points, shall be provided to the tenants upon the granting of the tenancy.

2.5. The letting agreement shall not contain clauses conflicting with the tenants' legal rights or the terms outlined in these Standards.

2.6. Prospective tenants shall be given a minimum of 24 hours to review the letting agreement before being asked to sign.

2.7. The name and address of the landlord or the agent acting on their behalf shall be clearly stated in the letting agreement.

2.8. Clear delineation of responsibility for the payment of all service charges shall be included in the agreement.

2.9. Any amendments to the contract terms shall require the written consent of the tenants.

## **3. Safety Responsibilities of the Landlord/Agent:**

3.1. Ensure the property has a fully operational fire detection system. For properties with two or more floors, install a Grade D, LD3 system of interlinked mains wired smoke alarms with integral battery backup in the escape route on all levels. Additionally, include an interlinked heat alarm with integral battery backup in the kitchen and interlinked smoke alarms with integral battery backup in any cellar.

3.2. Provide a fire blanket (BS6575) in each kitchen.

3.3. Conduct a Fire Risk Assessment before each change of tenancy and ensure regular reviews are carried out. Keep a copy of the Fire Risk Assessment at the property and provide it upon request to the appropriate authorities.

3.4. Supply tenants with guidance on the safe use of cooking and heating appliances.

3.5. Install quality-assured, well-fitting half-hour fire doors with self-closing mechanisms in kitchens.

3.6. Schedule annual gas safety checks for each property, complying fully with the Gas Safety (Installation and Use) Regulations 1998.

3.7. Fit working carbon monoxide detectors (conforming to British Standard 50291) in any room containing a fixed combustion appliance or in any living room adjacent to such a room. Repair or replace detectors promptly if they are faulty.

3.8. Arrange for the electrical installation, including wiring, switches, and sockets, to be checked by a competent electrician who is a member of a nationally recognized body (e.g., NICEIC). Provide a certificate demonstrating the installation's safe condition and good working order. The report should recommend the frequency of re-inspection, capped at a maximum of 5 years.

3.9. Ensure all electrical appliances supplied are tested and proven to be in a safe condition.

3.10. Provide an adequate number of electrical sockets within each room to meet the tenants' needs.

#### **4. Accessibility and Inclusivity:**

4.1. Implementing guidelines for accessible accommodations, which may include wheelchair ramps, adjustable countertops, and bathroom accessibility modifications. Providing resources and funding for landlords to make necessary modifications for tenants with specific needs.

#### **5. Quality and Safety (Landlord responsibilities):**

##### **Security Measures:**

5.1. Ensure all external doors are constructed to be solid.

5.2. Fit five-lever mortise deadlocks conforming to BS 6321 or BS EN12209 on final exit doors and front doors to self-contained units.

5.3. Fit a thumb turn release where appropriate on final exit doors.

5.4. Use robust external door frames, securely fastened to jambs.

5.5. Fit locks on ground floor windows and any other windows accessible from the ground floor.

5.6. Install window restrictors on openable ground floor windows to prevent forced entry beyond the restriction. The restrictors and fittings should require a special tool or key for removal, except in cases of designated escape windows or where authorized by the Local Authority or Fire Brigade.

5.7. Ensure property boundaries are well secured and properly maintained.

## **6. Repairs:**

6.1. Conduct repairs in compliance with Section 11 of the Landlord and Tenant Act 1985 and Sections 1 and 3 of the Defective Premises Act 1972.

6.2. Undertake repairs within reasonable timeframes.

6.3. Provide tenants with a minimum 24-hour notice and obtain permission before accessing the property, except in emergency situations.

6.4. Engage competent tradespeople for all repairs.

6.5. Ensure the property is free from all HHSRS (Housing Health and Safety Rating System) Category 1 hazards and complies with the Homes (Fitness for Human Habitation) Act.

6.6. Maintain the exterior of the property and garden areas to contribute positively to the overall aesthetics of the surroundings.

## **7. Fixtures and Fittings:**

7.1. Furnish the property adequately with items compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988, 1989, and 1993.

7.2. Provide adequate space and equipment for food storage, preparation, and cooking suitable for the number of occupants.

7.3. Ensure adequate floor space in each study/bedroom let.

7.4. Equip study bedrooms with sufficient furniture (unless unfurnished) to support their intended purpose.

7.5. Provide an adequate number of baths, showers, and toilets suitable for the number of occupants.

7.6. Supply a clear inventory of what is provided with the property so tenants know what belongs to the landlord and what should be left in the property upon departure.

7.7. "Ensure an adequate provision of waste disposal containers based on the number of occupants residing in the property. The quantity of waste containers should align with the needs and volume of waste generated by the occupants to maintain proper waste management and hygiene standards.

## **8. Tenant Rights and Protections (deposit scheme):**

### **Inventory and Deposit Protection:**

8.1. Maintain a current inventory of contents with comments on their condition, allowing tenants the opportunity to provide their feedback.

8.2. Safeguard the deposit under one of the government-authorized schemes where appropriate.

8.3. Provide tenants with information regarding the deposit protection scheme in use.

8.4. Furnish detailed instructions to tenants on actions necessary to prevent any part of their deposit from being withheld.

### **End of Tenancy and Deposit Return:**

8.5. Honor reasonable requests for a joint end-of-tenancy inspection of the property.

8.6. Ensure compliance with all requirements to facilitate the return of deposits not referred to arbitration within 30 days following the tenancy's conclusion.

8.7. Provide a written explanation to tenants, including relevant invoices if applicable, in case any portion of the deposit is retained.

## **9. Continuous Improvement:**

9.1. We are dedicated to the enhancement of our housing policies and practices through biennial reviews. These reviews will integrate feedback from stakeholders, including investors, to ensure our housing charter remains responsive to evolving needs and challenges. Regular updates to the charter will reflect our commitment to improving housing standards within our community.

## **10. Conclusion:**

10.1 With unwavering support and endorsement of this Housing Charter and Code of Practice, we, as stakeholders, express our resolute commitment to fostering an inclusive, equitable, and sustainable housing environment within our community.



10.2 By wholeheartedly endorsing this framework, we acknowledge the fundamental role it plays in ensuring fair and just housing standards for all. Through collaborative efforts, we strive to create a housing system that not only provides secure accommodations but also champions diversity, respects individual rights, and embraces inclusivity.

10.3 In embracing this Housing Charter and Code of Practice, we affirm our unwavering commitment to upholding the values of fairness, equality, and sustainability in housing. Together, we aim to set new standards and create a model of housing excellence that positively impacts the lives of all individuals within our university community.

***By registering with Student Pad, I am agreeing to adhere to the principles outlined in this Housing Charter and Code of Practice for Resident Private Landlords. I acknowledge that failure to comply may result in removal from the housing database.***