



# LSH Standards For Private Halls

**IMPORTANT – PLEASE READ THIS INFORMATION.  
BY REGISTERING PROPERTY WITH LSH YOU AGREE TO ABIDE BY THE  
TERMS OF THESE STANDARDS. IF YOU OR YOUR PROPERTY CANNOT  
COMPLY WITH THESE CONDITIONS  
THEN YOU SHOULD NOT REGISTER.**

Following a number of significant events in the student accommodation sector including the fire at the Cube in Bolton, the issuing of Prohibition Orders by Liverpool City Council and the Covid 19 pandemic, the LSH Standards has been developed to contain a section on 'Managing a Tenancy During a Period of Exceptional Circumstances'. The aim of the section is to encourage best practice, enhanced levels of communication and flexibility of response during such an event. LSH reserve the right, through the Steering Committee of the LSH Standards, to build upon this section if there are significant developments during any registration year.

## **BENEFITS**

- The Universities, Colleges and their respective Student Unions advise all students to choose an LSH registered property.
- Tenants will know you have given a commitment to quality and service.
- You and your tenants will benefit from good standards of housing management practice.
- Misunderstanding and disputes will be reduced.

## **AIMS OF THE STANDARDS**

- To improve the quality of accommodation available to students.
- To promote good practice in management and maintenance.
- To provide an effective marketing tool, in an increasingly competitive market, for owners/managers who give a commitment to quality.
- To improve and enhance the quality of relationships between students and owners/managers.

These LSH Standards have been established to set a number of undertakings and standards that are particularly relevant to larger properties occupied by students. For the purposes of the Standards and registration with LSH, 'Private Halls' can be defined as 'a single building where 20 or more students live, who will predominantly sign individual contracts'.

The purpose of the Standards is to enable property owners or managers and their student tenants to understand how they should do business with one another. It is hoped that through these Standards the potential for misunderstandings and disputes can be reduced and where problems do occur, mechanisms are in place which will allow them to be promptly resolved.

To see the full Standards please refer to Section Two of this publication. Please read it carefully to decide whether you are able to give your commitment to all of the clauses within the Standards. For clarification on the clauses and to obtain guidance on meeting the Standards, please refer to Section Three of this publication.

If you feel that as a property owner or manager you are in a position to comply with the terms of these Standards, then you may register your property. As the Standards are a compulsory scheme, if you do not feel you or your property are able to comply with the terms, then you should not register it with Liverpool Student Homes.

Sanctions can be taken against property owners or managers who, by registering their property with LSH, agree to abide by the terms of the Standards, and who are found to be in breach of any of its clauses. Please refer to Section Four of this publication for information relating to the procedures for dispute resolution and the investigation of alleged Standards breaches.

Section Five of the Standards sets out the responsibilities that might be expected of your tenants. You should be aware that the LSH Standards are not signed by tenants. It is you that is offering a higher level of quality and service. Under this initiative Liverpool Student Homes is not in a position to take action against any student who breaches clauses within the Student's Participation Section.

We hope that you find this initiative useful and trust that you will continue to work with Liverpool Student Homes and the universities and colleges to ensure that Liverpool remains an attractive place to study and live. These Standards will continue to be reviewed on a yearly basis.

## **Section Two**

### **Part One**

#### **Before Letting the Property the Owner/Manager will**

- 1 provide accurate information and images relating to the property
- 2 ensure that telephone calls are answered at times stated in advertisements

- 3 ensure that prospective tenants shall not be denied a viewing of the property, having due regard to the rights of existing tenants
- 4 make the prospective tenant fully aware of any differences between the show flat and the allocated flat, including room sizes, prior to agreeing the let
- 5 provide clear information on all contractual terms, in particular, length of contract and rent levels
- 6 provide clear information on any additional costs (such as utility charges, web or telephone costs, insurance, deposit) not included within the rent
- 7 ensure that prospective tenants are offered the opportunity to state preferences for flat shares
- 8 ensure that no booking fees are charged
- 9 not demand other monies before the creation of a letting agreement
- 10 if requested, allow prospective tenants a minimum of 24 hours to consider the letting agreement before asking them to sign
- 11 provide international students with clear information on any additional requirements they may have to meet to obtain a tenancy and any increased costs they are liable for
- 12 ensure that, where appropriate, the property is licensed with the Local Authority and complies with all conditions of the said license
- 13 create an Assured Tenancy unless exempted under Schedule 1 of the Housing Act 1988

## **Part Two**

### **Upon Letting the Property the Owner/Manager will**

- 1 issue a full set of the agreement/s at the grant of the tenancy that is written in clear English in a type size of not less than 10 points, with the option of alternative formats if required
- 2 issue a clear statement of the rent liability, including due dates, schedules, amounts and acceptable methods of payment
- 3 ensure that the letting agreement contains no clauses that conflict with the students legal rights or the terms of this Code
- 4 ensure that the name and address of the owner/agent is stated in the letting agreement
- 5 provide the student with a full set of any handbooks, policies and procedures, relating to residence within the property, that may be in place
- 6 provide the student with clear written procedures for reporting any problems that may be experienced during the course of the tenancy
- 7 issue receipts for the payment of all monies demanded
- 8 give adequate advance notice of any delay in building works that may result in pre-let rooms or advertised facilities, not being ready for occupancy or use on the agreed date
- 9 where appropriate, protect the deposit under one of the government authorised schemes

- 10 provide details to the tenant of the scheme protecting the tenant within 14 days of taking the deposit

### **Part Three**

#### **At the Commencement of the Tenancy the Owner/Manager will**

- 1 ensure vacant possession is secured for the incoming tenant by serving relevant notices on any incumbent tenant
- 2 ensure that the property is in a good state of repair
- 3 ensure that the property is in a clean condition
- 4 provide students with an inventory of contents provided with comments relating to their condition and allow students the opportunity to respond
- 5 where appropriate protect the deposit under one of the government authorised schemes
- 6 ensure that the names, contact details, duties and times of availability of site staff are prominently displayed

### **Part Four**

#### **During and Throughout the Tenancy the Owner/Manager will**

##### **A. Furniture and Furnishings**

- 1 ensure that the property is adequately furnished with items that comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1988, 1989 and 1993
- 2 provide adequate space and equipment, with the exception of utensils, for the storage, preparation and cooking of food, for the number of students
- 3 provide adequate space and facilities for the number of students to consume their food
- 4 ensure there is adequate floor space within each study/bedroom let
- 5 provide an adequate number of baths and/or showers and toilets, with a constant supply of hot and cold running water, suitable for the number of students
- 6 where rooms are en-suite, the bath/shower and toilet should be properly separated from the bedroom with adequate provision of ventilation and be for the exclusive use of the room occupant
- 7 provide sufficient cleaning apparatus to enable effective cleaning of the property
- 8 provide sufficient waste disposal containers for the number of students
- 9 provide students with the ability to adjust heating settings for their own room

## **B. Repairs and Maintenance**

- 10 provide students with procedures on to whom and how they should report repair or maintenance issues
- 11 carry out repairs in full compliance with the provisions of Section 11 of the Landlord and Tenant Act 1985 and Sections 1 and 3 of the Defective Premises Act 1972
- 12 carry out repairs within reasonable times
- 13 ensure that all repairs are carried out by a competent person
- 14 give students at least 24 hours notification if access is required to the flat/room and obtain permission before entering, except in the case of an emergency
- 15 ensure that where there are a series of repair works required in one flat/room the student/s are kept fully informed of the time-scale of the programme of works and that disruption is kept to a minimum
- 16 ensure that all materials and debris are removed from the flat/room upon the completion of the work
- 17 ensure that contractors are accompanied by site staff, unless it is impractical, and ensure they behave in a professional and courteous manner at all times

## **C. Inspections, Cleaning and Maintenance of Communal Areas**

- 18 ensure that, where provided, details of scheduled cleaning times will be displayed on appropriate notice-boards within the building
- 19 ensure that where access is required for routine inspections the student receives notification of the date, time and purpose of the visit not less than 24 hours in advance, except in the case of an emergency
- 20 ensure that the communal lighting is regularly checked and any failed lamps on stairwells and corridors are replaced
- 21 ensure that any planned and cyclical maintenance, cleaning and servicing programmes are only carried out with due regard to the convenience of students

## **D. Health and Safety**

- 22 supply the students with guidance on the safe use of all cooking, heating and other gas or electrical appliances provided
- 23 have gas safety checks carried out annually on each property and appliance, in full compliance with the Gas Safety (Installation and Use) Regulation 1994 and the amendments of 1995
- 24 have the electrical installation (including wiring, switches and sockets) checked and shown to be in a safe condition and good working order. This should be supported by a certificate from a competent electrician who is a member of a nationally recognised body eg NICEIC. Any report should recommend how often the installation should be re-inspected, subject to a maximum of 5 years.

- 25 ensure that all electrical appliances are tested and shown to be in a safe condition

## **E. Fire Safety**

- 26 ensure that a copy of all fire safety procedures is appropriately positioned within each flat and that all students are requested to acquaint themselves with them
- 27 ensure that the building is provided with sufficient measures to ensure the safe evacuation of students in the event of a fire, in accordance with Local Authority HMO standards
- 28 ensure that alarms, detection systems and safety measures are checked, at least annually, and serviced where appropriate, with records kept
- 29 ensure that there is the minimum provision of a fire blanket (BS6575) within each kitchen and fire extinguishers (to the appropriate British Standard) located, upon advice from the Merseyside Fire Brigade, in specific risk areas and rooms
- 30 ensure that all exit routes, so far as they are under the control of the owner/manager, remain unobstructed to enable evacuation of the building in the event of a fire
- 31 carry out fire drill/evacuation procedures at the beginning of each academic year

## **F. Security**

- 32 ensure that all external doors are of solid construction with a secure locking system that is capable of being opened from the inside without the use of a key
- 33 ensure that the door frames are of strong construction and well secured to jambs
- 34 ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks
- 35 ensure that any advertised additional security features are provided in accordance with the information provided to students
- 36 ensure that all external lighting is properly serviced and maintained
- 37 ensure that boundaries, car parking facilities and bicycle storage facilities are properly secured
- 38 provide students with information and advice on the proper use of all security measures and keeping their property safe

## **G. Environment**

- 39 ensure that the exterior of the property is presentable so as not to detract from the overall look of the area

- 40 ensure that the surrounding grounds are properly maintained, do not become overgrown and, within reason, are kept free from waste and litter
- 41 provide an area for refuse disposal sufficient for the number of students, with the area kept as clean as possible. Waste should be collected with sufficient frequency to avoid a build up of refuse

## **H. Services**

- 42 ensure that facilities are provided for the washing and drying of clothes
- 43 ensure that any amenity provided in communal areas is kept in working order and is available for its intended use
- 44 ensure that students are aware of the procedures for the distribution of incoming mail. Where the mail needs to be collected it should be stored in a convenient and secure location

## **I. Facilities for Disabled Student Tenants**

- 45 ensure that properties and procedures comply with the provisions of the Disability Discrimination Act 1995
- 46 ensure that prospective tenants are asked whether they require support in relation to a disability
- 47 ensure that an audit is carried out on the property that details any provisions for disabled tenants and the potential to cater for a prospective disabled tenant
- 48 ensure that all documents relating to the property, including publicity material, are available, upon request, in a format that is accessible to disabled students. Disabled students should be asked what is their preferred format
- 49 ensure that all safety procedures include information specific to any disabled students
- 50 ensure that any adaptations required to allow the student access to and enjoyment of the flat be carried out prior to commencement of the tenancy
- 51 ensure that any adapted flats are not allocated to non-disabled student tenants until it is clear that a request for such accommodation by a disabled student tenant, will not be received by the start of the Academic Year
- 52 ensure that, should a student become disabled during the course of their tenancy, every effort shall be made to comply with any reasonable requests to enable them to continue their tenancy within the property

## **J. Dealing with Anti Social Behaviour**

- 53 ensure reasonable action will be taken to prevent and/or reduce anti social behaviour within the development

- 54 ensure that all tenants are made aware of the procedures for reporting anti social behaviour within the development and the actions that will be taken
- 55 ensure neighbours are aware of the procedures for reporting anti social behaviour within the development

## **Part 5**

### **At the end of the Tenancy the Owner/Manager will**

- 1 use the inventory and checklist to provide the students with detailed information about the steps they need to take, including the standard of cleaning, to avoid any part of their deposit being retained
- 2 return deposits within 30 working days of the end of the tenancy
- 3 give a written explanation to the students (including a copy of any invoice where appropriate) if any portion of the deposit is retained

## **Part 6**

### **At all times the Owner/Manager will**

- 1 issue receipts for all cash transactions
- 2 ensure that they and their representatives (including any contractors) comply with all legal responsibilities and behave at all times in a professional, polite, courteous and fair manner towards their student tenants and prospective tenants
- 3 ensure that they or their representatives do not approach prospective students with the intention of persuading them to view their property/ies within or directly outside the Liverpool Student Homes office
- 4 not re-direct students who contact them through Liverpool Student Homes, to non-registered properties
- 5 not discriminate against prospective tenants or student tenants on the grounds of gender, sexual orientation, race, creed, disability or colour
- 6 comply with appropriate legal procedures for the eviction of the tenant/s

## **Part 7**

### **Managing a Tenancy During a Period of Exceptional Circumstances, the Owner/Manager will**

- 1 ensure they have a Business Continuity plan in place to ensure their tenants suffer no, or limited, detriment as a result of the event
- 2 keep aware of and comply with updates to national and local Government guidance, advice and legislative changes



- 3 ensure that tenants are advised of updates to national and local Government guidance, advice and legislative changes where it impacts on their tenancy
- 4 ensure that the condition of the property at the commencement of the tenancy is such to comply with all national and local Government guidance, advice and legislative changes as well as potential tenant concerns
- 5 comply with all reasonable measures to control the event that has caused the exceptional circumstances (including in relation to maintenance, repairs and viewings)
- 6 ensure that tenants are informed in a timely fashion to any changes in internal protocols and procedures where it impacts on their tenancy
- 7 attempt to ascertain whether any of their prospective tenants have any additional requirements in terms of safe evacuation of the accommodation
- 8 ensure that where tenants are required to re-locate they are fully supported and adequate liaison takes place with LSH, universities and the Local Authority
- 9 where a tenant's income or their personal circumstances has been negatively impacted by the event then receive and consider requests to mitigate financial hardship
- 10 consider and not unreasonably deny any reasonable payment plan
- 11 ensure that end of tenancy procedures are fully communicated to tenants in a timely fashion to allow them to reasonably comply
- 12 ensure that where the tenant is unable to return to the property then their belongings are stored safely and alternative methods of collection are facilitated
- 13 ensure that where the tenant is unable to return to the property then end of tenancy inventory and deposit retention takes this into account
- 14 ensure that any unused utility cap that results from a lack of occupation should be returned to the tenants
- 15 have in place a debt recovery procedure that promotes communication and seeks to avoid escalation and the imposition of additional costs for as long as reasonably practical
- 16 ensure the tenant is advised of any restrictions of withdrawal of the use of communal facilities

## **SECTION THREE**

### **Part One**

#### **Before Letting the Property the Owner/Manager will**

- 1 provide accurate information and images relating to the property**

Purpose of Clause	To prevent landlords misrepresenting their properties to potential tenants
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Guidance Any facility advertised, whether within the flat or the communal area, should be available for the use of all prospective tenants. Where a facility is available for a restricted number of tenants, for example en-suite accommodation, then clear information should be provided on the difference in facilities provided, depending on which flat is taken. Where a facility is described as being available it should be able to be utilised for its full intended purpose, for instance, where there is a telephone advertised it should be available for both incoming and outgoing calls. If there is any doubt landlords should not advertise the facility.  
Any photograph, whether external or internal, or image that is used to promote a property, should only be of that particular property

**2 ensure that telephone calls are answered at times stated in advertisements**

Purpose of Clause To prevent customers wasting their time by making calls that remain unanswered

Guidance Owners should make their best endeavours to ensure that, at the times stated on their advertisements, there is either someone available to answer the telephone who can deal with the customer, or a suitable answerphone message

**3 ensure that prospective tenants shall not be denied a viewing of the property, having due regard to the rights of existing tenants**

Purpose of Clause To prevent problems caused by tenants taking a property, which they have not seen

Guidance Owners should allow prospective tenants a viewing of the property to ensure they can make the best decision, giving existing tenants prior notice of any visit

**4 make the prospective tenant fully aware of any differences between the show flat and the allocated flat, including room sizes, prior to agreeing the let**

Purpose of Clause To avoid disputes arising from a tenant being allocated a room, which differs in any way from the show flat

Guidance Owners/managers should ensure the show flat is of a standard that truly reflects the accommodation as a whole and when providing tenants with the fullest possible information concerning the allocated accommodation, should highlight any differences

**5 provide clear information on contractual terms, in particular, length of contract and rent levels**

Purpose of Clause To avoid disputes regarding the basic tenets of the contract

Guidance Clear language should be used in the contract to minimise any potential for confusion. The key clauses of the contract should be in a prominent position and easily identifiable

**6 provide clear information on any additional costs (such as utility charges, web or telephone costs, insurance, deposit) not included within the rent**

Purpose of Clause To avoid disputes regarding the charges a tenant is responsible for

Guidance The policies of owners/managers regarding additional costs should be as transparent as possible. For example, if there is a limit to the amount of a utility charge that is included within the rent, the contract should clearly state what this limit is. Tenants should also have the facility to monitor and adjust their usage

**7 ensure that prospective tenants are offered the opportunity to state preferences for flat shares**

Purpose of Clause To allow prospective tenants the opportunity of stating with whom they would like to share accommodation

Guidance Application forms should also contain a clear written statement that not all preferences can be met. Owners/managers should ensure that neither they nor any of their staff contradict this statement in any verbal communication with the potential tenant. Where possible, student tenants should be given the opportunity to know generally what sort of group they are likely to be sharing with (e.g. undergraduates, postgraduates, single sex or mixed) before signing a tenancy agreement. Where it is known that a stated preference cannot be met, the prospective tenant should be informed prior to the application. Where a stated preference has not been met, the owner/manager should make all reasonable efforts to assist the tenant to secure that preference in an alternative flat within the property, giving particular consideration to cultural and religious requirements

**8 ensure that no booking fees are charged**

Purpose of Clause To avoid a payment by prospective tenants for which they are not receiving anything tangible in return

Guidance Owners/managers should include all administration costs within the weekly rent, rather than making booking and/or administration charges, so that the amount each tenant will actually have to pay is

as transparent as possible, helping tenants to effectively manage their budgets

**9 not demand monies before the creation of a letting agreement**

Purpose of Clause To prevent an unfair balance of contract being created where the owner/manager has consideration from the tenant before an agreement has been reached

Guidance A letting agreement is created when agreement has been reached and the terms of the agreement are understood by both sides. It is recommended that an agreement should be considered to be reached at the exchange of written contracts. However, it is also recognised that there will be instances where this is impracticable. For instance where, after viewing, a tenant agrees terms over the telephone and contracts are exchanged through the post. Also, in cases where the tenant may wish to pay money to confirm an oral agreement

**10 if requested, allow prospective tenants a minimum of 24 hours to consider the letting agreement before asking them to sign**

Purpose of Clause To prevent tenants from signing contracts because they perceive that the owner/manager is putting them under pressure

Guidance Have ample copies of the proposed agreements available for tenants to view while they consider all other aspects of the property. It should be noted that tenants may not wish to take advantage of the 24 hours allowed

**11 provide international students with clear information on any additional requirements they may have to meet to obtain a tenancy and any increased costs they are liable for**

Purpose of Clause To avoid disputes regarding the procedure for booking accommodation for international students

Guidance If a UK guarantor is generally required to complete a tenancy agreement, this should be made very clear to international students when they enquire about accommodation. If a larger deposit is payable for those students not able to provide a UK guarantor, or if the owner/manager requires the rent to be paid in full in advance in these circumstances, this information should be provided to the international student at the earliest possible stage

**12 ensure that, where appropriate, the property is licensed with the Local Authority and complies with all conditions of said license**

Purpose of Clause	To ensure landlords comply with legislation and that students have the confidence their property has been appropriately assessed
Guidance	The Environmental Health Department of the Local Authority where the property is situated will provide advice on which properties require licensing and advice and support on the licensing application process

**13 create an Assured Tenancy unless exempted under Schedule 1 of the Housing Act 1988**

Purpose of Clause	To ensure landlords comply with legislation and that students have the confidence their property has been appropriately assessed
Guidance	Unless the landlord or the form of agreement is specifically exempted under Schedule 1 of the Housing Act 1988 then the agreement should be an Assured Tenancy. Normally the only form of agreement that would not be an Assured Tenancy, where the landlord had not been exempted, would be a holiday let where the property is rented on a short term basis in between student lets

**Part Two**

**Upon Letting the Property the Owner/Manager will**

- 1 issue a full set of the agreement/s at the grant of the tenancy that is written in clear English in a type size of not less than 10 points, with the option of alternative formats if required**

Purpose of Clause	To ensure letting agreements are understood by as wide a spectrum of the population as possible. Also, to prevent clauses being overlooked by the tenant, because of the use of small print. To ensure all tenants have a copy of their contract
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Guidance	The agreement should avoid complicated legal language or phrases and clauses that are unclear to an average student tenant. Agreements should include a clear, large print statement (16 point) in a prominent place about the availability of alternative contract formats. Owners/managers should keep a reasonable supply of contracts with larger print so they are immediately available if requested
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- 2 issue a clear statement of the rent liability, including due dates, schedules, amounts and acceptable methods of payment**

Purpose of Clause	To allow the tenant to budget for the duration of the tenancy.
Guidance	A list of the options of payment schedules and methods should be issued with the application form. The prospective tenant should be given the opportunity of selecting their choice of payment schedule when making their application. One option should include rent payments to coincide with receipt of Student Loan Company (SLC) funds, with an undertaking not to penalise the tenant for late payment if it is the result of a delay by SLC and the tenant can offer proof of this
	<b>3 ensure that the letting agreement contains no clauses that conflict with the students legal rights or the terms of this Code</b>
Purpose of Clause	To prevent tenants from being confused as to their true rights and to ensure there is no breach of this code from the creation of the agreement
Guidance	The use of a standard tenancy agreement is recommended. If there is any doubt the owner/manager can seek advice from the Code of Practice Officer
	<b>4 ensure that the name and address of the owner/agent is stated in the letting agreement</b>
Purpose of Clause	To assist clear communication between landlords and tenants to ensure that disputes are more swiftly resolved
Guidance	This is a legal requirement under section 48 of the 1987 Landlord and Tenant Act. Managing agents should also make it clear to tenants that they are responsible for all issues relating to the tenancy and the property in order to avoid accrediting decisions to the owner of the property
	<b>5 provide the student with a full set of any handbooks, policies and procedures, relating to residence within the property, that may be in place</b>
Purpose of Clause	To ensure that tenants are fully aware of their rights and responsibilities, and to allow their stay in the accommodation to be as trouble-free as possible
Guidance	Owners/managers should have in place a set of procedures that are available to all tenants and that provide them with all the information they require to abide by any conditions of residency. All information should be provided at the commencement of the tenancy, or earlier if possible. It should be clearly and simply set out in a type not less than 10 points and should include a clear, large print statement (16 point)

in a prominent place about the availability of alternative formats

**6 provide the student with clear written procedures for reporting any problems that may be experienced during the course of the tenancy**

Purpose of Clause To ensure that tenants report problems in the proper manner, so that they can be swiftly resolved

Guidance All information should be provided at the commencement of the tenancy. It should be clearly set out in a type not less than 10 point and should include a clear, large print statement (16 point) in a prominent place about the availability of alternative formats. Procedures should include information regarding which members of staff particular types of problems should be reported to and where and when they can be contacted

**7 issue receipts for the payment of all monies demanded**

Purpose of Clause To prevent disputes later in the tenancy about what money has been paid and for what purpose

Guidance Always detail what the money is being paid for on the receipt

**8 give adequate advance notice of any delay in building works that may result in pre-let rooms or advertised facilities, not being ready for occupancy or use on the agreed date**

Purpose of Clause To help to maintain good relations with prospective tenants and to allow them the opportunity to find alternative accommodation, where necessary

Guidance Where rooms or facilities are not available for tenants at the start of their tenancy agreements, owners/managers must make adequate arrangements to re-house and/or compensate their tenants for the inconvenience, and/or release them from their tenancy agreements

**9 where appropriate, protect the deposit under one of the government authorised schemes**

Purpose of Clause To ensure compliance with the Housing Act 2004

Guidance Any landlord who takes a deposit under an Assured Shorthold Tenancy must protect it under one of the government authorised schemes. Further information can be found at <http://www.direct.gov.uk/tenancydeposit>

**10 provide details to the tenant of the scheme protecting the deposit within 14 days of taking the deposit**

Purpose of Clause To ensure compliance with the Housing Act 2004

Guidance Any landlord who takes a deposit under an Assured Shorthold Tenancy must inform the tenant under which one of the government authorised schemes it is protected. Further information can be found at <http://www.direct.gov.uk/tenancydeposit>

**Part Three**

**At the Commencement of the Tenancy the Owner/Manager will**

**1 ensure vacant possession is secured for the incoming tenant by serving relevant notices on any incumbent tenant**

Purpose of Clause To ensure vacant possession for the incoming tenant

Guidance Notices should be served not less than 2 months before the end of the tenancy

**2 ensure that the property is in a good state of repair**

Purpose of Clause To ensure that all the commitments given by the landlord before the commencement of the tenancy are fulfilled

Guidance Owners/managers should ensure there is a sufficient gap between the termination of one contract and the commencement of the next to allow any required maintenance to be undertaken. In the event of tenants suffering inconvenience due to works being completed whilst the tenants are in occupation or where occupation is delayed, suitable compensation should be agreed

**3 ensure that the property is in a clean condition**

Purpose of Clause To provide the tenants with accommodation that is completely ready for occupation, encouraging them to maintain the property in a clean condition throughout their tenancy

Guidance Owners/managers should ensure there is a sufficient gap between the termination of one contract and the commencement of the next to allow any required maintenance to be undertaken. The way the landlord presents the property at the beginning of the tenancy should set the standard for how the tenant should maintain the property throughout the tenancy and, particularly, for the condition the property



should be in at the end of the tenancy

- 4 **provide students with an inventory of contents provided with comments relating to their condition and allow students the opportunity to respond**

Purpose of Clause To avoid disputes at the end of the tenancy relating to responsibility for any damage

Guidance At the commencement of the tenancy an inventory of all goods and furnishings provided by the landlords should be given to the tenants. Once tenants have commented on the inventory a copy should be kept for each room/flat. Where there is a disagreement over the condition of an item on the inventory an attempt should be made to resolve that disagreement, but failing that a note of the issue of disagreement should be made

- 5 **ensure that the names, contact details, duties and times of availability of site staff are prominently displayed**

Purpose of Clause To ensure that tenants are fully informed about who they can contact if they have a problem at any given time

Guidance Owners/managers should provide a 24 hour point of contact in cases of emergency, with the point of contact having the authority to attend to specific matters immediately

## Part Four

### During and Throughout the Tenancy the Owner/Manager will

#### A Furniture and Furnishings

- 1 **ensure that the property is adequately furnished with items that comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1988, 1989 and 1993**

Purpose of Clause To improve fire safety and to meet current legal requirements.

Guidance These regulations specify the materials that must be used in the furniture in all rented accommodation. For further information on these regulations you should telephone Liverpool City Council Trading Standards Office on 233 3002

- 2 **provide adequate space and equipment, with the exception of utensils, for the storage, preparation and cooking of food, for the number of students**

Purpose of Clause	To prevent fire hazards being created and to assist with the smooth running within each flat
Guidance	For up to five people a kitchen should be no less than 7 square metres in size, for six to ten people this should be increased to 10 square metres. For up to five students a work surface of 1.2 metres (not including draining board) 2 twin 13 amp power socket outlets adjacent to the work surface; a cooker with 4 rings, oven and grill; a sink with drainage; food storage cupboards to allow 0.16 cubic metre capacity per person and suitably sized refrigerators (0.15 cubic metres capacity per person) should be provided
	<b>3 provide adequate space and facilities for the number of students to consume their food</b>
Purpose of Clause	To allow tenants the option of consuming food away from their bedrooms and help to contain any food waste within the common areas (this aspect of this clause does not pertain to studio flats)
Guidance	Owners/managers should provide a dining table and sufficient chairs within a communal area, to allow all occupants of the flat to consume their food together
	<b>4 ensure there is adequate floor space within each study/bedroom</b>
Purpose of Clause	To ensure adequate space for private and quiet study and to ensure compliance with the Environmental Health minimum standards of fitness for shared houses
Guidance	Each study/bedroom let should be a minimum of 10m <sup>2</sup> in size and no room should be less than 1.8m across at the narrowest point
	<b>5 provide an adequate number of baths and/or showers and toilets, with a constant supply of hot and cold running water, suitable for the number of students</b>
Purpose of Clause	To ensure compliance with the Environmental Health minimum standards of fitness for shared properties
Guidance	There should be one bath/shower room and toilet for every five students or part thereof
	<b>6 where rooms are en-suite, the bath/shower and toilet should be properly separated from the bedroom with adequate provision of ventilation and be for the exclusive use of the room occupant</b>

Purpose of Clause To avoid the creation of problems relating to damp caused by poor ventilation and ensure the privacy of each room occupant

Guidance Any facility that is described as en-suite should be within a student tenant's own study bedroom. The separation should be of solid construction. It is recommended that an automatic ventilation system be installed because student tenants are unlikely to open windows whilst they shower, particularly during the winter

**7 provide sufficient cleaning apparatus to enable effective cleaning of the property**

Purpose of Clause To enable the effective cleaning of the property

Guidance A vacuum cleaner (where carpets are provided); mop and bucket; a dust pan and brush should be provided for each group of students. This apparatus should be in working order and of a reasonable standard

**8 provide sufficient waste disposal containers for the number of students**

Purpose of Clause To enable the tenants to keep their flat tidy and free from excessive rubbish, preventing this from causing a fire or health hazard

Guidance A waste paper basket should be provided within each study bedroom and waste bins should also be provided within shared kitchens. Instructions for the removal of waste from the flat should also be provided

**9 provide students with the ability to adjust heating settings for their own room**

Purpose of Clause To allow the tenant to control the temperature / energy usage within their room

Guidance Full and clear instructions on how to operate the heating system should be available within each flat as well as guidance on the most effective and efficient heating settings

**B Repairs and Maintenance**

**10 provide students with procedures on to whom and how they should report repair or maintenance issues**

Purpose of Clause To avoid any dispute over whether repairs have been reported

Guidance	<p>Procedures should be clear and easy to follow, including guidance on target times for the completion of different categories of repairs. It may be advisable to issue students with a receipt to prove that a repair has been reported</p> <p style="text-align: center;"><b>11 carry out repairs in full compliance with the provisions of Section 11 of the Landlord and Tenant Act 1985 and Sections 1 and 3 of the Defective Premises Act 1972</b></p>
Purpose of Clause	To ensure that the structure and the exterior of the property are kept in good order
Guidance	<p>These acts relate to the fitness of the building and the arrangements for carrying out works on a property. The acts can be purchased from any HMSO publications outlet. You can also telephone Liverpool City Council Environmental Services on (0151) 225 4016 for further information</p> <p style="text-align: center;"><b>12 carry out repairs within reasonable times</b></p>
Purpose of Clause	To ensure that repairs are carried out within reasonable times
Guidance	<p>Priority One – Emergency Repairs: Any repairs which are required to avoid a danger to health, risk the safety of residents or serious damage to buildings or residents’ belongings should be completed within 24 hours</p> <p>Priority Two – Urgent Repairs: Repairs to defects which materially affect the comfort or convenience of the residents should be completed within 5 working days of the report of the defect</p> <p>Priority Three – Non-urgent day to day repairs: Reactive repairs not falling within the above categories should be completed within 28 days of the report of the defect</p> <p>Priority Four – Planned programmes of repair/improvement and cyclical repairs programmes. Maintenance and services tasks which can be carried out in a planned and cyclical manner such as gas servicing, gutter and window cleaning, interior and exterior painting should be carried out with due regard to the convenience of occupants</p> <p style="text-align: center;"><b>13 ensure that all repairs are carried out by a competent person</b></p>
Purpose of Clause	To prevent tenants being put at risk when repairs are completed that are not to the required standard

Guidance	<p>Owners/managers will have to judge when a repair requires a qualified trades person or a competent trades person. Qualified trades people should be used to undertake all repairs involving electrical or gas installations or the structure of the property</p> <p><b>14 give students at least 24 hours notification if access is required to the flat/room and obtain permission before entering, except in the case of an emergency</b></p>
Purpose of Clause	<p>To ensure that all interaction between tenant and owner/manager and their staff is carried out at the convenience of both parties</p>
Guidance	<p>Even if a good relationship is created between tenant and owner/manager it is still recommended that 24 hours notice is given. This will prevent the relationship from deteriorating. Where possible it is recommended a tenant be present when entering the property. The practice of calling at a property unannounced at unsociable hours (10pm to 9am) will be viewed in a very serious light. Where access to a tenant's room is required in response to the reporting of a repair, it is recommended that 24 hours notice be given. However where a student tenant has given permission for site staff and/or contractors to enter their room in their absence to carry out the repair, the requirement for notice may be waived. Even in these circumstances, where notice can be given then it should be. If a student tenant requires notice to be given before the site staff or contractors enter their property they should not be denied this. Therefore under the procedure for reporting a repair the option of stating that prior notice is required should be clearly available for the student tenant to indicate. Any potential charges for missed appointments that have been pre-arranged should be clearly stated within the reporting procedure</p> <p><b>15 ensure that where there are a series of repair works required in one flat/room the student/s are kept fully informed of the time-scale of the programme of works and that disruption is kept to a minimum</b></p>
Purpose of Clause	<p>To avoid unnecessary disruption to the tenant's quiet enjoyment of the property and to minimise disputes resulting from a lack of communication between owner/manager and tenant</p>
Guidance	<p>Where possible, it would be advisable to plan for non-urgent repair work to take place during university vacations, to avoid affecting students' academic work. Where this is not possible, the owner/manager should avoid examination periods for this type of maintenance work</p> <p><b>16 ensure that all materials and debris are removed from the flat/room upon the completion of the work</b></p>

Purpose of Clause To ensure that the property is in a liveable condition and avoid any health and safety problems

Guidance All contractors should be made aware of this requirement and site staff should make every effort to check that the flat/room is left in an acceptable condition upon completion of the work

**17 ensure that contractors are accompanied by site staff, unless it is impractical, and ensure they behave in a professional and courteous manner at all times**

Purpose of Clause To avoid disputes arising from inappropriate behaviour by contractors

Guidance Student tenants should be provided with details of the circumstances when site staff will not attend with contractors (e.g. planned maintenance programmes such as fire alarm testing, shower head testing etc). Contractors should be issued with written procedures regarding this issue and owners/managers should request feedback from students on the performance of contractors relating to clauses 12, 13, 14, 15 & 16. Contractors should be issued with site ID cards for identification purposes

## **C Inspections, Cleaning and Maintenance of Communal Areas**

**18 ensure that, where provided, details of scheduled cleaning times will be displayed on appropriate notice-boards within the building**

Purpose of Clause To make students aware of disruptions, thereby minimising disturbance to study and vulnerability to trip hazards

Guidance Where possible, cleaning times should be regular and consistent. Whenever cleaning takes place within communal areas, hazard notices should be placed in appropriate places. It should also be made clear to student tenants which areas they are responsible for cleaning for themselves

**19 ensure that where access is required for routine inspections the student receives notification of the date, time and purpose of the visit not less than 24 hours in advance, except in the case of an emergency**

Purpose of Clause To allow inspections to be carried out at the convenience of both parties

Guidance It is recommended that a tenant be present when the owner/manager or their representative inspects the communal area and that the individual tenant be present when inspecting a bed/study room, in order to avoid the possibility of any accusations

of inappropriate behaviour

**20 ensure that the communal lighting is regularly checked and any failed lamps on stairwells and corridors are replaced**

Purpose of Clause To avoid any unnecessary health and safety issues arising from darkened stairwells or corridors

Guidance In addition to regular checks by site staff, tenants should also be advised to report any communal lighting that they find to be out of order. Any reports by tenants should be acted upon as promptly as possible

**21 ensure that any planned and cyclical maintenance, cleaning and servicing programmes are only carried out with due regard to the convenience of students**

Purpose of Clause To prevent any unnecessary disturbance to the students' quiet enjoyment of the property

Guidance It would be advisable to plan for non-urgent repair work to take place during university vacations and, ideally, during the summer months, when students' tenancy agreements have come to an end, to avoid affecting students' academic work. Where maintenance has to take place during term time, landlords are advised to make themselves aware of when the examinations are scheduled to take place, at the various Higher Education Institutions, and to avoid these periods in particular

**D Health and Safety**

**22 supply the students with guidance on the safe use of all cooking, heating and other gas or electrical appliances provided**

Purpose of Clause To ensure the safe use of all appliances in the property

Guidance Owners/managers should explain how to use the appliances at the hand over of the property. Where possible manufacturers' instructions or a guide written by the owner/manager should be made available to tenants

**23 have gas safety checks carried out annually on each property and appliance, in full compliance with the Gas Safety (Installation and Use) Regulation 1994 and the amendments of 1995**

Purpose of Clause To comply with the current regulations and to prevent instances of carbon monoxide poisoning

Guidance At the expiry of a Gas Safety Certificate an owner/manager has two weeks to have a new safety check done. Any CORGI registered installer can carry out the work as long as they are covered for the appropriate appliances within the property. Ensuring that the engineer they employ is Corgi registered and registered for the appliances they are inspecting, is the responsibility of the owner/manager

**24 have the electrical installation (including wiring, switches and sockets) checked and shown to be in a safe condition and good working order. This should be supported by a certificate from a competent electrician who is a member of a nationally recognised body e.g. NICEIC. Any report should recommend how often the installation should be re-inspected, subject to a maximum of 5 years**

Purpose of Clause To ensure the safety of electrical wiring

Guidance In order for an electrician to certify that the electrical installation is in a safe condition and good working order; they must be registered with NICEIC or another nationally recognised body. It is the responsibility of the landlord to ensure that the person carrying out the works is registered with an appropriate body. The electrician would need to provide documentation in order to prove they were competent. For the purposes of registration with LSH the maximum time length that a Certificate can remain valid is 5 years

**25 ensure that all electrical appliances are tested and shown to be in a safe condition**

Purpose of Clause To ensure that all appliances provided by the landlord are in a safe condition

Guidance The Electrical Equipment (Safety) Regulations 1994 require owners/managers to ensure the appliances they provide are safe to use when first supplied. Each time the property is re-let, it will be classed as supplying to that tenant for the first time. Owners/managers therefore need to maintain the electrical equipment they supply, taking reasonable practical precautions to ensure the appliances are safe. A combination of visual inspection, and formal inspection and testing by a competent person, should achieve this. It is recommended these inspections should take place annually, preferably during the summer vacation, as a part of a planned maintenance programme



## **E Fire Safety**

**26 ensure that a copy of all fire safety procedures is appropriately positioned within each flat and that all students are requested to acquaint themselves with them**

Purpose of Clause To raise tenants' awareness of fire safety procedures

Guidance Fire safety procedures should include a plan showing the recommended escape route in case of a fire, including any additional information particularly applicable to disabled students, how to raise a fire alarm, advice on how to use fire safety appliances and a warning regarding the potential consequences of misusing fire safety equipment. Where appropriate, students should be advised that lifts should not be used in case of a fire

**27 ensure that the building is provided with sufficient measures to ensure the safe evacuation of students in the event of a fire, in accordance with Local Authority HMO standards**

Purpose of Clause To enable the safe evacuation of the building and to comply with Local Authority HMO standards

Guidance Owners/managers should seek advice from the Merseyside Fire Service / Liverpool City Council Environmental Health Department regarding the provision which should be made within each property

**28 ensure that alarms, detection systems and safety measures are checked, at least annually, and serviced where appropriate, with records kept**

Purpose of Clause To ensure that all fire safety devices are kept in full working order

Guidance A competent and qualified tradesperson should be employed to carry out all checks, servicing and repairs. Records of checks, servicing and repairs should be kept for an appropriate length of time to enable proof that there is proper maintenance. Records should be available for inspection upon request

**29 ensure that there is the minimum provision of a fire blanket (BS6575) within each kitchen and fire extinguishers (to the appropriate British Standard) located, upon advice from the Merseyside Fire Brigade, in specific risk areas and rooms**

Purpose of Clause To ensure the provision of suitable fire safety measures within the property

Guidance Owners/managers should ensure the equipment is fully working at the commencement of the tenancy and that instructions for their proper use are provided. Any reports of problems should be attended to promptly

**30 ensure that all exit routes, so far as they are under the control of the owner/manager, remain unobstructed to enable evacuation of the building in the event of a fire**

Purpose of Clause To enable the safe evacuation of the property in the event of a fire

Guidance Regular inspections of communal areas and fire doors should take place. Owners/managers should also ensure that tenants are made aware of the need to keep exit routes clear

**31 carry out fire drill/evacuation procedures at the beginning of each academic year**

Purpose of Clause To ensure that all tenants are familiar with fire evacuation procedures as close to the beginning of their tenancy as possible

Guidance It is recommended that the fire drill/ evacuation is carried out with the advice and support of Merseyside Fire Brigade

## **F Security**

**32 ensure that all external doors are of solid construction with a secure locking system that is capable of being opened from the inside without the use of a key**

Purpose of Clause To secure the accommodation, while also allowing for safe exit in the event of a fire or other emergency

Guidance Doors must be at least 44mm thick to allow for a mortice lock (which should be to BS3621) to be fitted, without weakening the door. Where an internal thumb turn lock is fitted, there should also be a surface mounted rim latch. Any letter-box should be sited away from thumb turn locks. Any glazing in external doors should be laminated

**33 ensure that the door frames are of strong construction and well secured to jambs**

Purpose of Clause To enable the doors to be securely fitted

Guidance The doorframe must be securely fixed and in good condition in

order for a solid door with a mortice lock to be effective in securing the property

**34 ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks**

Purpose of Clause To deter burglars from gaining access to the property through the windows

Guidance New PVC(u) windows should be made to British Security Standards BS7950. Any new locks fitted to existing PVC(u) windows should be fitted by a specialist or a member of the Master Locksmiths Association. A burglar with the right tools will break through a window lock eventually, but fitting one in the correct manner will force them to take more time and make more noise

**35 ensure that any advertised additional security features are provided in accordance with the information provided to students**

Purpose of Clause To avoid allegations of misrepresentation and/or invalidating tenants' personal belongings insurance

Guidance Where a security feature has been advertised as being available, then it, or a feature of similar value, should be maintained for all of the contract year. If there is some doubt as to whether an additional security feature will be available, this facility should not be advertised

**36 ensure that all external lighting is properly serviced and maintained**

Purpose of Clause To avoid the creation of dark areas, which may increase vulnerability to crime

Guidance External lighting should be regularly inspected and any issues of repair should be dealt with promptly. The ability for student tenants to report repair problems relating to external lighting should be included within general repair procedures

**37 ensure that boundaries, car parking facilities and bicycle storage facilities are properly secured**

Purpose of Clause To inhibit access, to non-tenants, to the grounds of the property and protect vehicles kept within those grounds

Guidance Perimeter security fencing and walls should be of a height to sufficiently deter potential intruders (a minimum height of 2.1m is recommended). It is recommended that walls over 6 feet tall should also have fitted additional security toppings (notices declaring the toppings are there should be prominently displayed). All entrance

gates should have a locking facility to only allow access to anyone with legitimate reasons for being on the grounds. It is also important to ensure that if intruders are able to circumvent physical security measures to enter the property, measures are in place to deter their exit. Where car parking and bicycle storage facilities are provided, areas should be well lit and preferably covered by CCTV

**38 provide students with information and advice on the proper use of all security measures and keeping their property safe**

Purpose of Clause

To minimise the risk of breaches to the security of the property

Guidance

This information should be provided to students at the beginning of the tenancy. Owners/managers may also wish to consider prominently displaying posters within the flats reminding tenants to lock all doors and windows when they are leaving the property and to be aware of any strangers following them into the property

**G Environment**

**39 ensure that the exterior of the property is presentable so as not to detract from the overall look of the area**

Purpose of Clause

To ensure that student properties do not detract from the overall appearance of an area, to enhance relations with the local community. To prevent student properties being targeted by criminals

Guidance

Owners/managers should draw up a programme of cyclical works to ensure that exterior works are carried out within reasonable time scales

**40 ensure that the surrounding grounds are properly maintained, do not become overgrown and, within reason, are kept free from waste and litter**

Purpose of Clause

To ensure that student properties do not detract from the overall appearance of an area and to prevent the creation of a public health hazard

Guidance

Owners/managers should ensure that the grounds are regularly inspected and maintained. Sufficient bins should be supplied within the grounds of the property

**41 provide an area for refuse disposal sufficient for the number of students, with the area kept as clean as possible. Waste should be collected with sufficient frequency to avoid a build up of refuse**

Purpose of Clause	To prevent the build up of large amounts of rubbish outside the property causing a fire hazard and a public health hazard
Guidance	It is recommended that refuse storage containers be provided in line with the requirements of the local refuse collection service. Regular inspections of the waste disposal area should be kept to monitor the necessary frequency for the collection of waste

## H Services

### **42 ensure that facilities are provided for the washing and drying of clothes**

Purpose of Clause	To allow students the convenience of doing their laundry where they live
Guidance	Where such facilities are provided, owners/managers should ensure that they are available for the use of all tenants including disabled tenants. The opening times of this facility should be prominently displayed and any tokens that are required to operate the facility should be available to purchase at all times during the opening times

### **43 ensure that any amenity provided in communal areas is kept in working order and is available for its intended use**

Purpose of Clause	To avoid allegations of providing misleading information about the property
Guidance	Amenities should be regularly inspected and any issues of repair should be dealt with promptly. The facility for student tenants to report repair problems relating to these amenities should be included within general repair procedures. Where there is any doubt as to whether an amenity will be available, it should not be referred to in any advertisements for the property

### **44 ensure that students are aware of the procedures for the distribution of incoming mail. Where the mail needs to be collected it should be stored in a convenient and secure location**

Purpose of Clause	To ensure that there is no opportunity for any mail to be tampered with, after it reaches the property
Guidance	Owners/managers should make suitable arrangements with Royal Mail for the delivery of all items. Where bulky items, which may not fit in mail boxes, will not be signed for then student tenants should be informed of how to receive such items

## I Facilities for Disabled Student Tenants

### **45 ensure that properties comply with the provisions of the Disability Discrimination Act 1995**

Purpose of Clause To avoid owners/managers unlawfully discriminating against disabled students

Guidance Owners/managers should ensure that they are familiar with this legislation and that suitable policies are developed accordingly, which all staff should be trained to follow

### **46 ensure that prospective tenants are asked whether they require support in relation to a disability**

Purpose of Clause To avoid placing undue pressure on prospective disabled tenants and to comply with relevant legislation

Guidance Owners/managers should ensure staff are trained to deal with disabled tenants in an appropriate and sensitive manner. Consideration should be given to the types of request that may be received and the requirements for implementing that request

### **47 ensure that an audit is carried out on the property that details any provisions for disabled tenants and the potential to cater for a prospective disabled tenant**

Purpose of Clause To allow owners/managers to respond appropriately when approached by a disabled student with a request for accommodation

Guidance When carrying out a general audit, owners/managers should be aware that every individual's needs can be very different. For this reason, owners/managers are advised to invite disabled applicants for their accommodation to visit the accommodation, at the earliest possible stage, to discuss any additional requirements they may have. General advice on undertaking an audit on provisions for the disabled can be obtained from the RNIB

### **48 ensure that all documents relating to the property, including publicity material, are available, upon request, in a format that is accessible to disabled students. Disabled students should be asked what is their preferred format**

Purpose of Clause To allow all students to have equal access to information regarding the property

Guidance Owners/managers should ensure that each document includes a

clear declaration that the information is available in alternative formats, upon request. Owners/managers should be prepared to respond to such requests within a reasonable time-scale. If the owner/manager requires advice about any requests, they should inform LSH, who will approach the Disability Officers at the appropriate university for guidance

**49 ensure that all safety procedures include information specific to any disabled students**

Purpose of Clause To ensure that any disabled tenants are not subjected to any unnecessary risk and that the property can be safely evacuated, in the event of fire, or any other emergency

Guidance Information regarding safe evacuation procedures should be prominently displayed in each flat and all members of staff should also be aware of any relevant additional information relating to a specific student

**50 ensure that any adaptations required to allow the student enjoyment of the flat be carried out prior to commencement of the tenancy**

Purpose of Clause To ensure that all commitments given by the landlord before the commencement of the tenancy are fulfilled

Guidance Owners/managers are advised to arrange for any disabled applicants for accommodation, to visit the accommodation at the earliest possible stage, to discuss any additional requirements they may have. There may occasionally be students who have a disability who do not decide to study in Liverpool until very late in the admissions process, for whom it is not possible to guarantee that adjustments will be made prior to the commencement of the academic year. In this situation, owners/managers should make it clear to the student what can be achieved and when the adjustments will be complete

**51 ensure that any adapted flats are not allocated to non-disabled student tenants until it is clear that a request for such accommodation by a disabled student tenant, will not be received by the start of the Academic Year**

Purpose of Clause To ensure that disabled students who apply for university late in the application process are not discriminated against with regards to securing suitable accommodation

Guidance Owners/managers should not allocate a non-disabled tenant into an adapted flat earlier than 7 days prior to the commencement of the standard start date. To assist owners/managers to obtain appropriate tenants LSH shall keep a register of adapted flats and

place individual advertisements of these flats on our website

**52 ensure that, should a student become disabled during the course of their tenancy, every effort shall be made to comply with any reasonable requests to enable them to continue their tenancy within the property**

Purpose of Clause To ensure that students who become disabled suffer a minimum amount of disruption with regards to accommodation

Guidance Where a suitable adapted flat is currently occupied by a non-disabled student then a request should be made to that tenant to re-locate within the property. If that tenant refuses or if the adapted flat is appropriately tenanted, then a costing should be undertaken of adapting the disabled student's current flat. Where the costs are prohibitive communication should take place between the various accommodation providers, including the educational institutions, through LSH if necessary, to seek re-location within a suitably adapted flat within another property

**J Dealing with Anti Social Behaviour**

**53 ensure reasonable action will be taken to prevent and/or reduce anti social behaviour within the development**

Purpose of Clause To assist in the minimisation of noise nuisance and disturbance for all tenants in the building

Guidance All tenants should be advised of their responsibilities and encouraged to be respectful of their fellow occupants as well as ensuring their guests behave similarly. Information reminding tenants of respectful behaviour should be permanently displayed. All complaints of noise nuisance and disturbance should be treated seriously and promptly attended to

**54 ensure that all tenants are made aware of the procedures for reporting anti social behaviour within the development and the actions that will be taken**

Purpose of Clause To provide an understanding to tenants of how to report anti social behaviour and the actions that will be taken once a complaint has been submitted

Guidance The procedure should form part of any tenant's handbook and should include information on where to report and the process that will be followed. In particular guidance on the timeframe for dealing with a complaint and the level of feedback that will take place. A clear explanation of the limitations on enforcement should be provided to enable expectations to be appropriately managed



**55 ensure neighbours are aware of the procedures for reporting anti social behaviour within the development**

Purpose of Clause	To enable neighbours of the Hall to report noise nuisance and disturbance that is impacting on their community
Guidance	An annual communication should be distributed to all households in close proximity to the Hall advising them of how to report any anti social behaviour of tenants

**Part 5**

**At the end of the Tenancy the Owner/Manager will**

- 1 use the inventory and checklist to provide the students with detailed information about the steps they need to take, including the standard of cleaning, to avoid any part of their deposit being retained**

Purpose of Clause	To reduce the number of disputes that arise from disagreements over the retention of all or part of a deposit.
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Guidance	Use the original inventory to show any damage that may have been caused during the tenancy. It may be necessary to inspect the property in good time prior to the end of the tenancy to take account of tenants leaving at different times and to give them adequate time to rectify problems. Always remember to give tenants adequate notification of proposed inspection dates.
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- 2 return deposits within 30 working days of the end of the tenancy**

Purpose of Clause	To avoid disputes caused by the delay in returning deposits.
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Guidance	Once keys have been returned any repair works should be carried out as quickly as possible. If the timescale is unlikely to be met the landlord should contact the tenant/s to explain why.
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- 3 give a written explanation to the students (including a copy of any invoice where appropriate) if any portion of the deposit is retained**

Purpose of Clause	To avoid disputes arising from the retention of deposits.
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Guidance	Owners/managers must give a detailed written breakdown of deductions taken from deposits and copy all relevant invoice
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## Part 6

### At all times the Owner/Manager will

	<b>1 issue receipts for all cash transactions</b>
Purpose of Clause	To prevent disputes later in the tenancy about what money has been paid for what purpose
Guidance	Always detail what the money is being paid for on the receipt
	<b>2 ensure that they and their representatives (including any contractors) comply with all legal responsibilities and behave at all times in a professional, polite, courteous and fair manner towards their student tenants and prospective tenants</b>
Purpose of Clause	To ensure owners/managers comply with all of their legal obligations and deal with their tenants in an appropriate manner at all times
Guidance	Owners/managers should consider drawing up their own policy document on dealing with their tenants and effectively communicating this to all of their employees, representatives and contractors
	<b>3 ensure that they or their representatives do not approach prospective students with the intention of persuading them to view their property/ies within, or directly outside, the Liverpool Student Homes office</b>
Purpose of Clause	To avoid any undue pressure, or the appearance of undue pressure, being put on prospective tenants
Guidance	When visiting the LSH office landlords should avoid communicating with prospective tenants unless they are approached first
	<b>4 not re-direct students who contact them through Liverpool Student Homes, to non-registered properties</b>
Purpose of Clause	To ensure no students are misled as to the status of the property
Guidance	Owners/managers should re-direct students back to Liverpool Student Homes if their properties have been let. As soon as a property has been completely let the owner/manager should inform Liverpool Student Homes

**5 not discriminate against prospective tenants or student tenants on the grounds of gender, sexual orientation, race, creed, disability or colour**

Purpose of Clause To ensure fair and equal access to accommodation regardless of a person's race, creed, colour, ethnic origin, gender, disability or sexual orientation

Guidance Owners/managers should consider drawing up an equal opportunities policy and communicating it to all their employees, representatives and contractors

**6 comply for appropriate legal procedures for the eviction of the tenant/s**

Purpose of Clause To avoid landlords breaking the law

Guidance Landlords should take appropriate legal advice when seeking to evict a student

**Part 7**

**Managing a Tenancy During a Period of Exceptional Circumstances, the Owner/Manager will**

**1 ensure they have a Business Continuity plan in place to ensure their tenants suffer no, or limited, detriment as a result of the event**

Purpose of Clause To ensure owners and managers have measures in place to deal with the impact of an exceptional circumstance event on both their business and their tenant's living conditions

Guidance Business Continuity is about having a plan to deal with difficult situations so that your business can continue to function with as little disruption as possible. A good plan recognises potential threats and analyses what impact they may have on day to day operations. It also provides a way to mitigate these threats, putting in place a framework to allow the key functions of the business to continue. Owners and managers are positively encouraged to join an appropriate trade association or national accreditation scheme in order to benefit from additional support. Membership of such a scheme will be promoted through LSH. The Guidance acknowledges that some events are unforeseeable

**2 keep aware of and comply with updates to national and local Government guidance, advice and legislative changes**

Purpose of Clause To ensure they can maintain compliance with all guidance and regulation

Guidance There is an additional expectation that at times of exceptional circumstances owners and managers should keep themselves abreast of all appropriate guidance on a regular basis. LSH will try to assist in that process by providing updates but this should not be relied upon as the sole source of information

**3 ensure that tenants are advised of updates to national and local Government guidance, advice and legislative changes where it impacts on their tenancy**

Purpose of Clause To ensure their tenants can maintain compliance with all guidance and regulation and they are aware of any impacts on the owner's / manager's ability to comply with previously agreed procedures

Guidance Once changes are known, where they impact on the tenant, they should be communicated as quickly as possible to ensure the tenants are in a position to comply with. The method of communication should be such that there is confidence it will be received and the importance understood

**4 ensure that the condition of the property at the commencement of the tenancy is such to comply with all national and local Government guidance, advice and legislative changes as well as potential tenant concerns**

Purpose of Clause To ensure that the property has been appropriately presented taking into account how the exceptional circumstance event will have impacted on the incoming tenant's concerns and expectations

Guidance Ensure you are familiar with all appropriate and advice and guidance and this has been communicated to the tenants to manage their expectations. Where appropriate measures have not been able to be employed to advise tenants in a timely fashion, communicate with them openly and courteously where occupation may be delayed and seek to obtain a mutually acceptable solution to any issue. A reasonable period should be allowed between the ending of one tenancy and the commencement of the next to allow for appropriate cleaning and maintenance

**5 comply with all reasonable measures to control the event that has caused the exceptional circumstances (including in relation to maintenance, repairs and viewings)**

Purpose of Clause To ensure that procedures for managing the tenancy fully comply with all guidance and regulation

Guidance Ensure you are familiar with all appropriate advice and guidance and keep updated during the course of the tenancy and these are communicated to the tenants to manage their expectations. Liaise with tenants in relation to their expectations of visitors to their property whilst ensuring they understand your statutory obligations to maintain their safety

**6 ensure that tenants are informed in a timely fashion to any changes in internal protocols and procedures where it impacts on their tenancy**

Purpose of Clause To ensure tenant's expectations and understanding of how the event will impact on their tenancy is fully transparent

Guidance Once changes are known they should be communicated as quickly as possible. The method of communication should be such that there is confidence it will be received and the importance understood

**7 attempt to ascertain whether any of their prospective tenants have any additional requirements in terms of safe evacuation of the accommodation**

Purpose of Clause To ensure measures are put in place to deal with any additional intervention that may be required

Guidance All owners and managers should have a tenancy application process that provides the opportunity for any prospective tenant to disclose information that would allow you to identify additional requirements you may need to employ. Owners / managers should be sensitive to a reluctance for this information to be disclosed so give further opportunities at the pre-tenancy stage and during the course of occupation privately. Such information should be kept confidential where requested and not used to discriminate between applicants

**8 ensure that where tenants are required to re-locate they are fully supported and adequate liaison takes place with LSH, universities and the Local Authority**

Purpose of Clause To ensure tenants are provided with sufficient information to enable appropriate choices and enable support measures be put in place

Guidance As soon as it is known occupation of a building is no longer possible then the owner / manager should immediately inform LSH and provide details of the universities the occupants are attending to enable appropriate support to be provided. The owner / manager should continue to engage with all interested parties during the course of the issue to ensure the support to tenants can continue to be provided

**9 where a tenant's income or their personal circumstances has been negatively impacted by the event then receive and consider requests to mitigate financial hardship**

Purpose of Clause To ensure there are open communication channels between the tenant and their owner / manager and to encourage compromise and flexibility

Guidance Where an owner / manager receives a request to be released from a tenancy or to waive an amount of rent then it is not unreasonable for the landlord / agent to request evidence from the tenant to prove the detriment. Where that evidence is provided then the landlord / agent should work with the tenant and/or their guarantor to reach a mutually agreeable settlement. However the landlord / agent should listen to explanations as to why evidence is not able to be produced, particularly if it is of a personal nature. The LSH Standards acknowledges there is no requirement on the landlord / agent to release a student from their tenancy or waive rent unless the property is not able to be occupied and a suitable alternative cannot be offered

**10 consider and not unreasonably deny any reasonable payment plan**

Purpose of Clause To ensure there is a process to deal with any change of circumstance brought about by the event and to minimise additional charges

Guidance A landlord / agent should have due regard to any change of financial circumstances in both the tenant and the guarantor. Securing a payment plan that discharges the debt without placing the tenant / guarantor under severe financial hardship should be prioritised. It is not unreasonable for the landlord / agent to be provided with evidence to confirm the tenant's / guarantor's financial position. Any agreed payment plan should be open to review depending on further changes in circumstances

**11 ensure that end of tenancy procedures are fully communicated to tenants in a timely fashion to allow them to reasonably comply**

Purpose of Clause To ensure there is early communication to bring about clarity and transparency

Guidance Once changes are known, where they impact on the tenant, they should be communicated as quickly as possible. The method of communication should be such that there is confidence it will be received and the importance understood

**12 ensure that where the tenant is unable to return to the property then their belongings are stored safely and alternative methods of collection are facilitated**

Purpose of Clause To ensure the tenant's goods are treated in accordance with legislation and best practice

Guidance Your tenancy agreement should contain a clause confirming the actions you will take with belongings left at the property. Any action taken should be immediately communicated to the tenant to allow them to take appropriate action. There is a legal duty on the accommodation provider to take reasonable care of the goods until they are returned to their owner, they also have a responsibility to protect and keep secure any belongings that have been left in a property. If an accommodation provider sells or disposes of the goods without taking the correct steps the tenant could advance a civil claim against them. An owner / manager should refer to Torts (interference with Goods) Act 1977

**13 ensure that where the tenant is unable to return to the property then end of tenancy inventory and deposit retention takes this into account**

Purpose of Clause To ensure the exceptional circumstances event is taken into consideration when determining a breach of tenancy

Guidance The condition of a property at the end of the tenancy where the tenant has been advised against return or where they have been unable to return is unlikely to be to a similar standard in comparison to if they had been able to return. This is likely to raise end of tenancy costs in some circumstances. An owner / manager should recognise some of these additional costs will not have been as a result of the deliberate action or inaction of the tenant and should take the circumstances into account when determining which charges or the portion of the charges that are passed on

**14 ensure that any unused utility cap that results from a lack of occupation should be returned to the tenants**

Purpose of Clause

To ensure that neither party profits from the exceptional circumstances event

Guidance

Where there is a stipulated amount of the money that is paid by tenants to cover utility usage and where the lack of occupation has resulted in that amount not being used then the owner / manager should identify any unspent amount and return to the tenant/s. The tenant/s should be made aware such a calculation should not be possible until the end of the tenancy and there is not a simple calculation as any underspend could be dependent on such factors as previous over usage and the time of year there was no occupation. The details of such usage should be clearly defined on the end of tenancy statement. Where the utility charges are fixed irrespective of usage then the tenant/s should be clearly advised of this to manage expectations

**15 have in place a debt recovery procedure that promotes communication and seeks to avoid escalation and the imposition of additional costs for as long as reasonably practical**

Purpose of Clause

To promote open communication channels between the parties and reduce the risk of dispute escalation

Guidance

Early and open communication is important. An owner / manager should request expressions of financial hardship to encourage tenants to communicate. Ensure it is understood you are open to seeking resolution. Where responses are not forthcoming then prior to escalating provide adequate warning to the tenant / guarantor that stipulates the potential additional charges but provides an opportunity to still engage

**16 ensure the tenant is advised of any restrictions of withdrawal of the use of communal facilities**

Purpose of Clause

To ensure tenants are given appropriate notice of an impact on their use of promised communal facilities

Guidance

An owner / manager should respond to guidance from National and Local Government as well as Public Health bodies. Once changes are known they should be communicated to tenants as early as possible with reasoning behind the decision. The method of communication should be such that there is confidence it will be received and the importance understood



## Section Four

### Dispute Resolution

It is understood that there will be occasions when there will be matters of dispute between the student tenant and the owner/manager relating to the LSH Standards. The purpose of this section is to provide a framework to try to reduce the potential for the escalation of any disagreement, between the student tenant and the owner/manager.

All students living in accredited accommodation have the right to bring a complaint to Liverpool Student Homes in cases where they believe the provisions of the LSH Standards may have been breached.

Should any dispute occur then owners/managers will ensure that

- the student is treated with courtesy and respect during the course of and after any dispute
- they respond reasonably and promptly to all complaints by the student or their representatives
- any settlement is honoured within two weeks (unless this is impractical, in which case a written reason for the delay will be given) of being agreed

The following procedure will ensue upon the discovery of a problem

The student tenant shall inform the appropriate member of staff within the property of the nature of the problem in accordance

- with the site's own written complaints procedure. It is recommended that the site's internal complaints procedure be displayed in prominent locations within the property
- the student tenant shall receive a prompt response acknowledging receipt of the complaint with an explanation of what will be required to attend to the problem as well as an approximate time scale
- the student tenant shall be kept informed of any progress or delays relating to resolving the problem
- where there is a dispute as to whether the matter has been properly attended to, the owner/ manager or their representative shall provide the student tenant with a written explanation of their actions

Where the dispute cannot be resolved complaints will be investigated from a position of impartiality based on the information provided and following the process below:

- The complainant contacts Liverpool Student Homes and provides full details and any supporting evidence
- The LSH Standards Officer determines whether the complaint relates to any provisions of the LSH Standards

- If there is no relevant LSH Standards provision the Officer will so advise and provide appropriate support that may include liaison with the accredited provider
- If there are relevant provisions the investigation may proceed
- Stage 1: Where appropriate informal communication will be made to the accredited provider to attempt to resolve the issue without escalation and in a more timely manner. Where there is a successful outcome the complainant and accredited provider will be advised accordingly in writing.
- Stage 2: If the Officer believes it is inappropriate to use an informal process then they may use their discretion to by-pass Stage 1, or the provider does not respond positively then a written communication detailing the nature of the complaint and requesting a written response within a two week period will be sent. Failure to respond to Stage 2 will result in;
- Stage 3: A further written communication requesting a written response within seven working days will be sent. Failure to respond to Stage 3 will result in;
- Stage 4: A final written communication detailing alleged breaches of the LSH Standards

Failure to respond to this final correspondence will result in all properties advertised being suspended until a response is received.

A copy of any response received shall be forwarded to the student tenant for comment. The complainant shall be given fourteen days to respond to any correspondence provided by the owner/manager. If no response is received, or the complainant indicates that he/she is satisfied with the owner/manager's response, a letter shall be sent to the owner/manager thanking him/her for co-operating and advising him/her that the matter is closed.

If the complainant disputes the information provided and/or raises additional issues, or where the owner/manager has not dealt with all of the issues raised, the LSH Standards Officer shall write to the owner/manager again summarising the complainant's comments, where appropriate, and requesting a further response. The above procedure shall then be repeated.

The LSH Standards Officer can give advice to both parties on compliance with the LSH Standards.

The overriding purpose of this section of these Standards is to try to assist in the resolution of any dispute between the student tenant and the property owner/manager. However where the LSH Standards Officer is unable to resolve the complaint or deems the breach of the Standards to be sufficiently serious, they may refer the matter to the Arbitration and Sanctions Panel, and inform the owner/manager accordingly.

The Arbitration and Sanctions Panel shall hear the complaint and allow the owner/manager the opportunity to respond. Should the panel find in favour of the complainant they may impose the following sanctions.

**Level 1: Inform the owner/manager they have breached the Standards**

- Level 2: Inform the owner/manager they have breached the Standards and recommend a suitable recovery plan**
- Level 3: Publish the details of a Level 2 sanction on the LSH website**
- Level 4: Suspend the owner/manager of the property or properties and cease to advertise their property or properties for a period of not less than 12 months**
- Level 5: Cease to advertise the owner/manager's property or properties through Liverpool Student Homes**
- Level 6: Cease to advertise the owner/manager's property or properties through Liverpool Student Homes, report the owner/manager to relevant enforcement agencies for possible legal action and advertise details of the decision of the Panel to the wider community**

Any sanctions imposed at Level 3 or above will be displayed on the Liverpool Student Homes website.

The LSH Standards Officer has the authority to impose a sanction at Level 1 or 2, but shall only do so after providing a full written explanation to the owner/manager. The owner/manager shall have the right of appeal to the Panel should they disagree with the decision of the Standards Officer, however the Panel has the authority to impose a higher sanction.

Where an issue relates to a complaint raised by a student tenant/s against another student tenant/s then the owner/manager shall have an appropriate procedure in place for dealing with these matters.

## **Section 5**

### **Students Participation in the Standards**

Students should be aware that a breach of these Standards by the owner/manager does not invalidate the signed tenancy agreement.

In recognition of the additional services provided by the owner/managers of the larger student properties who agree to abide by the terms of these Standards, the student tenant agrees to

- return any completed tenancy agreements to the owner/manager of the property within a reasonable time-scale or by a date specified by the owner/manager
- keep the owner/manager informed of any changes in the decision to complete the tenancy agreement or delays in the returning of such
- familiarise themselves with the terms of all accompanying policies, procedures and hand-books
- promptly pay the deposit

### **During the Tenancy the Student Tenant will**

- promptly pay the rent
- inform the owner/manager of any financial problems that could result in a delayed rent payment
- familiarise themselves with all safety notices
- read and record any utility meters where appropriate
- agree the inventory of the property within 7 days of the commencement of the tenancy
- report repairs promptly, following procedures provided by the owner/manager
- allow reasonable access for inspection, repair and viewing
- take care of the property, its furniture and equipment. Where it has been determined that the student tenant/s is responsible for any damage then to promptly pay for such damage
- use all security measures provided
- treat fire detection and protection equipment responsibly and only for the purpose for which it is intended. Co-operate fully with all fire drill or evacuation procedures
- maintain the property in a clean and tidy condition
- bag domestic rubbish and leave for collection in the appropriate place and follow any other procedures provided by the owner/manager for refuse disposal

### **At the end of the Tenancy the Student Tenant will**

- promptly return all sets of keys
- co-operate with any reasonable request for an end of tenancy inspection and review of initial inventory
- take final meter readings, where appropriate, and leave forwarding addresses with utility suppliers
- leave the property in a clean and tidy condition, internally and externally

### **At all times the Student Tenant will**

- behave in a reasonable manner and with due consideration towards their flatmates and the student tenants of neighbouring flats within the property. In particular guidelines relating to noise disturbance should be adhered to
- behave in a reasonable, courteous and fair manner in all the dealings with the owner/manager and the staff on site
- behave in a reasonable, courteous and fair manner towards local residents who live in close proximity to the property

The clauses contained within this Section of the LSH Standards have been agreed between LSH, the Higher Education establishments and the Student Unions. They are viewed as a useful guide through which you can reduce the risk of encountering any disruption to your stay within the larger student properties. Although LSH does not investigate any alleged breaches of this Section of the Standards it is understood that the continued success of this initiative is dependant upon Student Tenants accepting their responsibilities as contained herein.

## Appendix One – Late Completion of Refurbishment and Development Protocol

Aspect	Result of a Negative Response at 8 Weeks before Occupation Date	Result of a Negative Response at 6 Weeks before Occupation Date	Result of a Negative Response at 4 Weeks before Occupation Date
<b>All bedrooms will not be completed</b>	The accredited provider will inform everyone who has booked by that date of this possibility, in writing, and what actions may be taken should they not be completed.		The accredited provider will inform everyone who has booked by that date of this, making clear what alternative accommodation arrangements have been put in place. At this point the Accredited provider will cease taking any further bookings and display this on their own website and wherever the property is advertised.
<b>Only some bedrooms will be capable of occupation</b>	The accredited provider will inform those likely to be affected by this and advise what actions may be taken should only partial occupation be available. Advice of likely ongoing works should be provided to all prospective tenants.	The accredited provider will inform those likely to be affected by this and advise what actions will be taken should only partial occupation be available and will cease taking further bookings if full occupation of likely available rooms secured. Advice of likely ongoing works should be provided to all prospective tenants.	The accredited provider will inform those likely to be affected by this and advise what actions will be taken should only partial occupation be available and will cease taking further bookings if full occupation of likely available rooms secured. Advice of likely ongoing works should be provided to all prospective tenants.
<b>All or only some of the kitchens/bathrooms/living rooms will not be completed</b>	The accredited provider will inform everyone who has booked by that date of this possibility, in writing, and what actions may be taken should they not be completed. Advice of likely ongoing works should be provided to all prospective tenants.		
<b>All or some of the landscaping of the site will not be completed</b>	The accredited provider will inform everyone who has booked by that date of this possibility, in writing, and what actions may be taken should they not be completed and any restrictions that this might lead to accessing the site.		

Aspect	Result of a Negative Response at 8 Weeks before Occupation Date	Result of a Negative Response at 6 Weeks before Occupation Date	Result of a Negative Response at 4 Weeks before Occupation Date
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Which of the following amenities will be available for use at the date of occupation?

Laundry	<p>Everyone who has booked the accommodation will be informed of what implications this will have for them and any restrictions that this might lead to accessing the site</p>	<p>The accredited provider will inform everyone who has booked by that date of this, making clear what alternative arrangements have been put in place.</p>
Common Room		<p>Everyone who has booked the accommodation will be informed of what implications this will have for them and any restrictions that this might lead to accessing the site.</p>
Reception Area		<p>The accredited provider will inform everyone who has booked by that date of this, making clear what alternative arrangements have been put in place and any refunds that are to be given.</p>
Internet	<p>Everyone who has booked the accommodation will be informed of what implications this will have for them and any restrictions that this might lead to accessing the site.</p>	<p>The accredited provider will inform everyone who has booked by that date of this, making clear what alternative accommodation arrangements have been put in place. At this point the Accredited provider will cease taking any further bookings for rooms above the 10th floor.</p>
Lifts		<p>The accredited provider will inform everyone who has booked by that date of this, making clear what alternative arrangements have been put in place and any refunds that are to be given.</p>
Bike Store		
Car Parking		
Gyms		

Where there is a loss of facility or amenity due to the late, partial or non-completion of a refurbishment or development then the accredited provider should engage positively with the student tenants to determine whether full rent should be due for the period of late, partial or non- provision of said facility or amenity. There is an expectation that in such circumstances and where disruption and nuisance is experienced that compromise will be sought.

Accredited providers who are subject to a formal complaint under the LSH Standards as a result of a late completion of refurbishment or development, but who have adhered to the terms of this protocol agreement including an attempt to reach a settlement, will have this fact taken into account should the complaint be referred to the Arbitrations and Sanctions Panel. In addition, it is noted that this protocol has been developed to promote communication and seeks to avoid any escalation to a formal dispute. The Ministry of Justice urges all parties to try to settle matters without proceedings and to engage in Alternative Dispute Resolution to that end. A Court may take into consideration any failure on the part of one party to enter into dialogue and maintain positive engagement throughout the process.