



LSH Standards for Liverpool Student Landlords and Letting Agents

IMPORTANT – PLEASE READ THIS INFORMATION

BY ACCREDITING A PROPERTY OR PROPERTIES WITH LIVERPOOL STUDENT HOMES YOU ARE AGREEING TO ABIDE BY THE TERMS OF THE LSH STANDARDS. IF YOU OR YOUR PROPERTY/PROPERTIES CANNOT COMPLY WITH THESE CONDITIONS THEN YOU SHOULD NOT APPLY FOR ACCREDITATION

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 an accreditation cycle.

BENEFITS

- The Universities, Colleges and their respective Student Unions advise all students to choose an LSH accredited 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.

The LSH Standards are designed to enhance the quality of relationships between students in Liverpool and their owners/agents.

The scheme accredits owners/agents and not individual properties. Therefore by accrediting, the owner/agent is committing to the scheme for all of their properties that are let to students.

Owners/agents can apply for an exemption from a particular clause of the LSH Standards for any of their properties, but must do so at the time of accrediting.

The accreditation of owners/agents reflects the desire to enhance the relationship between you and your tenant, by promoting the benefits of good practice in the management of all your properties.

INTRODUCTION TO THE STANDARDS

The Standards contain a number of common-sense undertakings to enable owner/agent and tenant to agree the way they wish to do business with one another. These undertakings are designed to be achievable by both owners/agents and tenants without significant expenditure of time and money and without prejudice to their respective legal right.

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 at this stage. For clarification on the clauses and guidance on meeting the Standards, turn to Section Three of this book. If you feel that as an owner/agent you comply with all the clauses of the Standards, then you may accredit your property.

Sanctions will be taken against owners/agents who sign up to the Standards and are found to be in breach of its clauses. This publication contains the details of the sanctions and how breaches of the Standards are reported.

Section Four of this publication sets out the responsibilities that might be expected from 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. Tenants who breach clauses within the Student Participation section of the Standards, will not incur any sanctions under this initiative. Landlords wishing to take action against tenants should use the proper legal process.

We hope that you find this initiative useful and trust that you will continue to work with us to ensure that Liverpool remains an attractive place to study and live. The Standards will continue to be reviewed on a yearly basis.

(1) Marketing, the Landlord/Agent will:

- 1.1 provide accurate information and images relating to the property.
- 1.2 ensure telephone calls are answered at times stated in advertisements.
- 1.3 offer prospective tenants a viewing of the property, having due regard to the rights of existing tenants.
- 1.4 ensure that they or their representatives do not approach prospective tenants with the intention of persuading them to view their property/ies within 100 metres of the Liverpool Student Homes office.

(2) Tenancy Agreement, the Landlord/Agent will

- 2.1 not demand money before the creation of a letting agreement.
- 2.2 create an Assured Tenancy unless exempted under Schedule 1 of the Housing Act 1988.
- 2.3 issue clear written instructions for the payment of rent.
- 2.4 issue a full set of the agreement/s to the tenant/s at the grant of the tenancy that is written in clear English in a type size of not less than 10 points.
- 2.5 ensure the letting agreement contains no clauses that conflict with the tenants legal rights or the terms of these Standards.
- 2.6 allow prospective tenants a minimum of 24 hours to consider the letting agreement before asking them to sign.
- 2.7 ensure that the name and address of the landlord or agent acting on their behalf is stated in the letting agreement.
- 2.8 clearly state who is responsible for the payment of all service charges.
- 2.9 ensure that the terms of the contract shall only be amended following receipt of the written consent of the tenant/s.
- 2.10 ensure that any agreed pre-tenancy repairs or improvements should be confirmed in writing and attached to the letting agreement.

(3) At the Commencement of the Tenancy, the Landlord/Agent will

- 3.1 serve the relevant notices on any incumbent tenant to ensure vacant possession is secured for the incoming tenant.
- 3.2 ensure that the property is in a good state of repair at the commencement of the tenancy.

(4) Financial Arrangements, the Landlord/Agent will

- 4.1 not demand money on an unreasonable basis.
- 4.2 issue written receipts for all cash transactions.

(5) Safety, the Landlord/Agent will

- 5.1 ensure there is a fully working fire detection system. Where the property contains two or more floors it should be a Grade D, LD3 system of interlinked mains wired smoke alarms with integral battery back-up located in the escape route on all levels with additional interlinked heat alarm with integral

battery back-up located in the kitchen and additional interlinked smoke alarms with integral battery back-up located in any cellar.

- 5.2 ensure that there is the provision of a fire blanket (BS6575) in each kitchen.
- 5.3 ensure that a Fire Risk Assessment has been carried out and then reviewed between each change of tenancy. A copy of the Fire Risk Assessment should be at the property and provided to LSH when requested.
- 5.4 supply the tenants with guidance on the safe use of all cooking and heating appliances.
- 5.5 ensure that quality assured, closely fitting half hour fire doors with self-closing mechanisms are fitted to kitchens.
- 5.6 have gas safety checks carried out annually on each property in full compliance with the Gas Safety (Installation and Use) Regulations 1998.
- 5.7 ensure that a working carbon monoxide detector (conforms to British Standard 50291) is fitted in any room, or any living room adjacent to a room which contains a fixed combustion appliance and repair or replace when faulty.
- 5.8 have the electrical installation (including wiring, switches and sockets) checked and shown to be in a safe condition and good working order and 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.
- 5.9 ensure that all electrical appliances supplied are tested and shown to be in a safe condition.
- 5.10 have an adequate number of electric sockets within each room.

(6) Security, the Landlord/Agent will

- 6.1 ensure that all external doors are of solid construction.
- 6.2 ensure that final exit doors and front doors to self-contained units be fitted with a five-lever mortise deadlock conforming to BS 6321 or BS EN12209
- 6.3 ensure that where appropriate a thumb turn release be fitted on a final exit door.
- 6.4 ensure that external door frames are of strong construction and well secured to jambs.
- 6.5 ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks.
- 6.6 ensure that openable ground floor windows should be fitted with a window restrictor. Restrictors and their fittings should be suitably robust to prevent intruders from forcing them open beyond the restriction and only removable with a special tool or key. This clause is not applicable if the window is a designated escape window or where the Local Authority or Fire Brigade have determined the window is a means of escape.
- 6.7 ensure that property boundaries are well secured and properly maintained.

- 6.8 ensure that, where appropriate, an alleygate key will be available for the tenants at the commencement of the tenancy.

(7) Repairs, the Landlord/Agent will

- 7.1 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.
- 7.2 carry out repairs within reasonable times.
- 7.3 give tenants at least 24 hours notification if access is required to the property and obtain permission before entering, except in the case of an emergency.
- 7.4 ensure that all repairs are carried out by a competent tradesperson.
- 7.5 ensure that the property is free from all HHSRS Category 1 hazards and complies with the Homes (Fitness for Human Habitation) Act.
- 7.6 ensure that the exterior of the property and garden areas are presentable so as not to detract from the overall look of the area.

(8) Fixtures and Fittings, the Landlord/Agent will

- 8.1 ensure the property is adequately furnished with items that comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1988, 1989 and 1993.
- 8.2 provide adequate space and equipment, with the exception of utensils, for the storage, preparation and cooking of food for the number of occupants.
- 8.3 ensure there is adequate floor space within each study/bedroom let.
- 8.4 ensure that all study bedrooms contain sufficient furniture (unless the property is an unfurnished let) to properly function for its intended purpose.
- 8.5 provide an adequate number of baths and/or showers and toilets suitable for the number of occupants.
- 8.6 provide sufficient cleaning apparatus to enable the effective cleaning of the property.
- 8.7 provide sufficient waste disposal containers for the number of occupants of the property.

(9) Deposits, the Landlord/Agent will

- 9.1 ensure there is a current inventory of contents provided with comments relating to their condition which allows tenants the opportunity to respond.
- 9.2 where appropriate protect the deposit under one of the government authorised schemes.
- 9.3 provide details to the tenant of the scheme protecting the deposit within.
- 9.4 provide the tenants with detailed information about the steps they need to take to avoid any part of their deposit being retained.

- 9.5 comply with reasonable requests for a joint end of tenancy inspection of the property.
- 9.6 comply with all requirements to ensure that all deposits not referred to arbitration are returned within 30 days of the end of the tenancy.
- 9.7 give a written explanation to the tenants (including a copy of any invoice where appropriate) if any portion of the deposit is retained.

(10) Thermal Comfort, the Landlord/Agent will

- 10.1 ensure there is the provision of a whole house heating system, either by the provision of central heating, or at least one fixed programmable heating appliance in each room.
- 10.2 ensure doors and windows are well fitted to avoid draughts and/or suitably draught proofed.
- 10.3 ensure roof spaces are insulated to a minimum of 250mm.
- 10.4 ensure water tanks and pipes in cold areas lagged and hot water cylinders insulated.
- 10.5 ensure water tanks and pipes in cold areas lagged and hot water cylinders insulated.

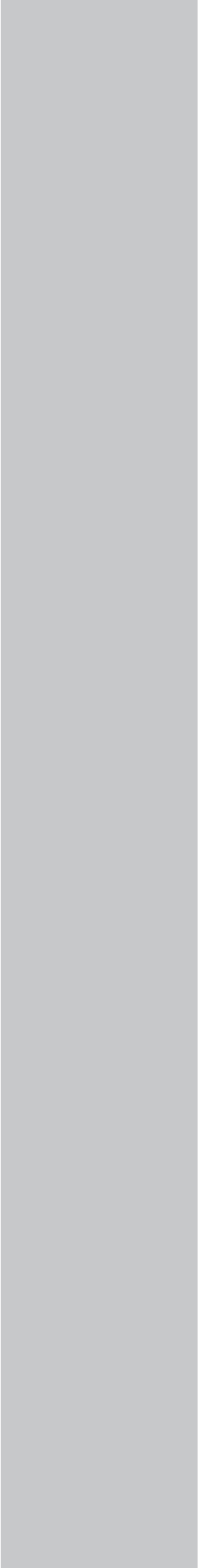
(11) Property Management, the Landlord/Agent will

- 11.1 display the name and address and a contact telephone number within the property of the owner or their managing agent.
- 11.2 comply with appropriate legal procedures for the eviction of the tenant/s.
- 11.3 ensure that, where appropriate, the property is licensed with the Local Authority and complies with all conditions of said license.
- 11.4 ensure that they co-operate with statutory bodies when dealing with complaints of Anti-Social Behaviour about their tenants.
- 11.5 ensure that there are an appropriate number and type of wheelie bins for the number of occupants of the property and for the bin collections that operate in the area.
- 11.6 ensure that appropriate instructions are issued to tenants to allow them to comply with Local Authority waste management requirements.
- 11.7 ensure that they and their representatives comply with all legal responsibilities and behave at all times in a professional, polite, courteous and fair manner towards their tenants and prospective tenants.
- 11.8 ensure they do not re-direct students who contact them through Liverpool Student Homes, to non-accredited properties.
- 11.9 ensure they do not re-direct students who contact them through Liverpool Student Homes, to non-accredited owners/agents.
- 11.10 ensure they inform LSH as soon as their property is let, so that the advertisement may be withdrawn.

- 11.11** ensure they do not discriminate against prospective tenants or tenants on the grounds of gender, sexual orientation, race, creed, disability or colour.
- 11.12** ensure that any person involved in the management of the property(ies) meets the Liverpool Student Homes Fit and Proper Person test. Although this list is not prescriptive this means they, amongst other offences the LSH Manager may deem to be incompatible with a Fit and Proper Person test
- have not committed an offence involving fraud or other dishonesty, or violence or drugs, or any offence listed under schedule 3 to the Sexual Offences Act 2003 (section 66(2)(a) of the Housing Act 2004).
 - have not practised unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in or in connection with the carrying on of any business (section 66(2)(b) of the Housing Act 2004).
 - have not contravened any provision of the law relating to housing or landlord and tenant law (section 66(2)(c) of the Housing Act 2004)
 - are not subject to a banning order under section 16 of the Housing and Planning Act 2016.

(12) Managing a Tenancy During a Period of Exceptional Circumstances, the Owner/Manager will

- 12.1** ensure they have a Business Continuity plan in place to ensure their tenants suffer no, or limited, detriment as a result of the event.
- 12.2** keep aware of and comply with updates to national and local Government guidance, advice and legislative changes.
- 12.3** ensure that tenants are advised of updates to national and local Government guidance, advice and legislative changes where it impacts on their tenancy.
- 12.4** 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.
- 12.5** comply with all reasonable measures to control the event that has caused the exceptional circumstances (including in relation to maintenance, repairs and viewings).
- 12.6** ensure that tenants are informed in a timely fashion to any changes in internal protocols and procedures where it impacts on their tenancy.
- 12.7** attempt to ascertain whether any of their prospective tenants have any additional requirements in terms of safe evacuation of the accommodation.
- 12.8** 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.
- 12.9** 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.

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- 12.10** consider and not unreasonably deny any reasonable payment plan.
 - 12.11** ensure that end of tenancy procedures are fully communicated to tenants in a timely fashion to allow them to reasonably comply.
 - 12.12** 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.
 - 12.13** ensure that where the tenant is unable to return to the property then end of tenancy inventory and deposit retention takes this into account.
 - 12.14** ensure that any unused utility cap that results from a lack of occupation should be returned to the tenants.
 - 12.15** 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.

LATE COMPLETION OF REFURBISHMENT AND DEVELOPMENT PROTOCOL

Accredited providers are required to seek written assurances from both the developers and contractors of newly built/refurbished student accommodation that the accommodation will be ready for occupation at the start of the tenancy agreement.

The Appendix sets out what action the accredited provider will take when they are notified that all or some parts of a development or refurbishment will not be available by the date of occupation.

Developers and contractors are required to provide, at each of the three time periods identified, a date when a variety of aspects of the development will be ready for occupation/use. They are also, at these points, required to indicate whether there is any possibility that these aspects will not be ready for occupation or use on the due occupancy date or whether only partial occupancy or use will be possible.

The table below lists which aspects developers need to be giving assurances to accredited providers about, along with the points at which the accredited provider is to request the information. The Appendix sets out what actions the accredited provider will take should they be informed at those dates that the aspect concerned will not be (or may only partially be) available at the due date of occupation. Where a developer / contractor fails to make a response by these dates, then the accommodation provider will view this in the same way as if they received a negative response. Where the accredited provider is undertaking the development / refurbishment themselves then they should still follow the protocol.

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
All bedrooms will not be completed	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.
Only some bedrooms will be capable of occupation	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.
All or only some of the kitchens/ bathrooms/living rooms will not be completed	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.		
All or some of the landscaping of the site will not be completed	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.		

Which of the following amenities will be available for use at the date of occupation?

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
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>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.

Section 3

PURPOSE OF THE CLAUSE AND GUIDANCE

Clause Purpose

- 1.1 provide accurate information and images relating to the property.**
To prevent owners/agents gaining an unfair advantage by misrepresenting their properties to potential tenants.

Guidance

Any facility advertised should be available for the use of the prospective tenant. If there is any doubt owners/agents should not advertise the facility. For instance, where there is a telephone advertised it should be available for both incoming and outgoing calls. Any photographs, whether external, or internal or image that is used to promote a property, should only be of that particular property.

Clause

- 1.2 ensure that telephone calls are answered at times stated in advertisements.**

Purpose

To prevent customers wasting their time by making calls that remain unanswered.

Guidance

Owners/agents 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.

Clause

- 1.3 Offer prospective tenants a viewing of the property, having due regard to the rights of existing tenants.**

Purpose

To prevent problems caused by tenants taking a property, which they have not seen.

Guidance

Owners/agents 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.

Clause

- 1.4 ensure that they or their representatives do not approach prospective tenants with the intention of persuading them to view their property/ies within 100 metres of the LSH office.**

Purpose

To avoid any undue pressure or the appearance of undue pressure being put on prospective tenants.

Guidance

When visiting the LSH office owners/agents should avoid communicating with prospective tenants unless they are approached first.

Clause Purpose

- 2.1 not demand money before the creation of a letting agreement.**
To prevent an unfair balance of contract being created where the owner/agent 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.

Clause

- 2.2 create an Assured Tenancy unless exempted under Schedule 1 of the Housing Act 1988.**

Purpose

To ensure owners/agents and tenants benefit from the protections and responsibilities that come with a tenancy agreement.

Guidance		Unless the owner/agent 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 owner/agent had not been exempted would be a holiday let where the property is rented on a short-term basis in between student lets.
Clause	2.3	issue clear written instructions for the payment of rent.
Purpose		To allow both parties to budget for the duration of the tenancy.
Guidance		A schedule of payment should be issued at the commencement of the tenancy or included in the letting agreement.
Clause	2.4	issue a full set of the agreement/s to the tenant/s at the grant of the tenancy that is written in clear English and of a type size of not less than 10 points.
Purpose		To ensure letting agreements are understood by as a wide a spectrum of the population as possible and to prevent discrimination against partially sighted people. Also, to prevent clauses being overlooked by the tenant by the use of small print. To ensure all tenants have a copy of their contract.
Guidance		The use of a standard tenancy agreement is recommended to allow tenants to have the comfort of knowing that no vested interest has been involved in its creation.
Clause	2.5	ensure the letting agreement contains no clauses that conflict with the tenants' legal rights or the terms of these Standards.
Purpose		To prevent tenants from being confused as to their true rights and to ensure there is no breach of these Standards from the creation of the agreement.
Guidance		The use of a standard tenancy agreement is recommended.
Clause	2.6	allow prospective tenants a minimum of 24 hours to consider the letting agreements before asking them to sign.
Purpose		To prevent tenants from signing contracts because they perceive that the owner/agent is putting them under pressure.
Guidance		Have ample copies of the proposed agreements available for tenants to consider while considering all other aspects of the property. It should be noted that tenants may not wish to take advantage of the 24 hours allowed.
Clause	2.7	ensure that the name and address of the landlord or any managing agent acting on their behalf is stated in the letting agreement.
Purpose		To assist clear communication between owners/agents 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 to avoid accrediting decisions to the owner of the property.
Clause	2.8	clearly state who is responsible for the payment of all service charges.
Purpose		To avoid disputes stemming from a lack of communication around responsibilities.
Guidance		These responsibilities will be outlined on the Liverpool Student Homes accommodation form but owners/agents should also include this information in the letting agreement.
Clause	2.9	ensure that the terms of the contract shall only be amended following receipt of the written consent of the tenant/s.

Purpose	To avoid disputes as to the contents of the contract.
Guidance	Should the owner/agent require an amendment to the contract they should put the suggested change to the tenant/s in writing. Written consent should be obtained before any changes are made.
Clause	2.10 ensure that any agreed pre-tenancy repairs or improvements should be confirmed in writing and attached to the letting agreement.
Purpose	To avoid disputes in relation to agreements reached at the time the tenancy was negotiated.
Guidance	Where an agreement is reached to carry out any repair or improvement works to the property or to provide additional or new fixtures and fittings prior to the commencement of the tenancy, these should be written in a Schedule of works, with anticipated completion date, that should be referred to within in the contract and signed by all parties.
Clause	3.1 serve the relevant notices on any incumbent tenant to ensure vacant possession is secured for the incoming tenant.
Purpose	To ensure vacant possession for the incoming tenant.
Guidance	Owners/agents should make best use of diaries to ensure that at sign up they pencil in when notices should be served to bring the tenancy to an end. Notices should be served not less than 2 months before the end of the tenancy.
Clause	3.2 ensure that the property is in a good state of repair at the commencement of the tenancy.
Purpose	To ensure that all the commitments given by the owner/agent before the commencement of the tenancy are fulfilled.
Guidance	Owners/agents should ensure that in attempting to let the property they do not exaggerate or embellish what is being offered. It is imperative that all promises made to tenants are honoured. 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.
Clause	4.1 not demand money on an unreasonable basis.
Purpose	To deter the practice of charging additional fees which do not appear on a owner/agent's advertisement or which are not the tenant's responsibility.
Guidance	All an owner/agent's costs apart from damage caused by the tenants should be met from the tenants rental payments. Any other charges should be clearly stated in the property advertisement and the contract and should be directly related to any costs incurred.
Clause	4.2 issue written receipts for all cash transactions.
Purpose	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 receipt.
Clause	5.1 ensure there is a fully working fire detection system. Where the property contains two or more floors it should be a Grade D, LD3 system of interlinked mains wired smoke alarms with integral battery back-up located in the escape route on all levels with additional interlinked heat alarm with integral battery back-up located in the kitchen and additional interlinked smoke alarms with integral battery back-up located in any cellar.
Purpose	To ensure the provision of suitable fire safety measures within the property.

Guidance		Owners/agents should ensure the fire detection system is installed and regularly serviced by an appropriate contractor. Owners/agents should ensure it is fully working at the commencement of the tenancy and that instructions for its proper use are provided. Any reports of disrepair should be attended to promptly. If your property has more than two floors or is of a peculiar layout then additional measures may be required and advice should be sought from the Local Authority. Further information can be obtained from http://www.cieh.org/library/Knowledge/Housing/National_fire_safety_guidance_08.pdf .
Clause	5.2	ensure that there is the provision of a fire blanket (BS6575) in each kitchen.
Purpose Guidance		To ensure the provision of suitable fire safety measures within the property. Owners/agents 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.
Clause	5.3	ensure that a Fire Risk Assessment has been carried out and then reviewed between each change of tenancy. A copy of the Fire Risk Assessment should be at the property and provided to LSH when requested.
Purpose Guidance		To ensure that fire hazards are identified and removed or that risk is reduced. The Regulatory Reform (Fire Safety) Order 2005 (FSO) as amended by the Fire Safety Act 2021 requires landlords and/or agents to carry out a Fire Risk Assessment of their relevant property/ies. Where a property is let on a single tenancy, there are no common parts within the accommodation and therefore an assessment is not a legal requirement, however undertaking such an assessment on all properties is recognised as best practice. In a building with 2 or more sets of domestic properties the assessment also applies to the structure and external walls, including cladding, windows and balconies, and all doors between the domestic property and the common parts. The Fire Risk Assessment can be reviewed as part of the end of tenancy inspection and be further reviewed following any comments from incoming tenants. Where tenants identify individual needs in relation to egress owners/agents should be clear how these will be addressed. An example of a Risk Assessment form can be found at https://www.liverpoolstudenthomes.org/DocumentStorage/fire-risk-assessment-landlord-guide.pdf .
Clause	5.4	supply the tenants with guidance on the safe use of all cooking and heating appliances
Purpose Guidance		To ensure the safe use of all appliances in the property. Owners/agents should explain how to use the appliances at the handover of the property. Where possible, manufacturer's instructions or a guide written by the owner/agent should be made available to tenants.
Clause	5.5	ensure that quality assured, closely fitting half hour fire doors with self-closing mechanisms are fitted to kitchens.
Purpose		To assist in the safe evacuation of occupants in the event of a fire by resisting the passage of fire and controlling and limiting the spread of smoke and fumes.
Guidance		It should be a target that any door that protects escape routes should also be a fire door. Each fire door should be fitted with heat expanding intumescent sealing strips, an overhead self-closing device and be capable of being opened from the inside without the use of a key.

Clause	5.6	have gas safety checks carried out annually on each property in full compliance with the Gas Safety (Installation and Use) Regulations 1998.
Purpose		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/agent has two weeks to have a new safety check done. Any Gas Safe registered installer can carry out the work as long as they are covered for the appropriate appliances within the property.
Clause	5.7	ensure that a working carbon monoxide detector (conforms to British Standard 50291) is fitted in any room, or any living room adjacent to a room which contains a fixed combustion appliance and repair or replace when faulty.
Purpose		To reduce the risk of illness or death through carbon monoxide poisoning.
Guidance		The carbon monoxide detector should have an audible alarm and comply with British Standard 50291. Where battery powered alarms are fitted, alarms with 'sealed for life' batteries rather than alarms with replaceable batteries are preferred. Individual manufacturer's instructions should be followed when fitting although, in general, carbon monoxide alarms should be positioned at head height, either on a wall or shelf, approximately 1-3 metres away from a potential source of carbon monoxide. Alarms should be checked to ensure they are working at the commencement of the tenancy and instructions on how to test the alarms be provided to tenants. Where an alarm is faulty it should be repaired or replaced urgently.
Clause	5.8	have the electrical installation (including wiring, switches, sockets) checked and shown to be in a safe condition and good working order and supported by a certificate from a competent electrician who is a member of a nationally recognised body eg NICEIC. Any report should recommend when the installation should be re-inspected, subject to a maximum of 5 years.
Purpose		To ensure the safety of electrical wiring.
Guidance		In order for an electrician to certify that the electrical installation and appliances are 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 owner/agent to ensure that the person carrying out the works are registered with an appropriate body. The electrician would need to provide documentation in order to prove they were competent.
Clause	5.9	ensure that all electrical appliances are tested and shown to be in a safe condition.
Purpose		To ensure that all appliances provided by the owner/agent are in a safe condition.
Guidance		The Electrical Equipment (Safety) Regulations 1994 require owners/agents 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/agents 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.
Clause	5.10	have an adequate number of electric sockets within each room.
Purpose		To avoid fire risks caused by the tenant overloading sockets.

Guidance		It is advised a minimum of 4 electric sockets should be within each bedroom and enough within each kitchen to safely cover the appliances required by the number of tenants within the property.
Clause Purpose Guidance	6.1	ensure that all external doors are of solid construction. To reduce the risk of burglary of the property. External doors should be of substantial construction, at least 44mm (13/4") thick to support the mortice lock and hung on three strong 100mm (4") hinges. In the door itself recessed or decorative panels should be a minimum of 9mm (1/3") thick. Doors with glazed panels are inherently less secure than solid doors. Toughened glass panels are accepted as a minimum standard but when possible this should be replaced with laminated glass - two pieces of glass bonded together with a sheet of laminate.
Clause Purpose Guidance	6.2	ensure that final exit doors and front doors to self-contained units be fitted with a five-lever mortise deadlock conforming to BS 3621 or BS EN12209. To reduce the risk of burglary of the property. The rim latch and the mortice should be fitted 45 to 60cm (18-24") apart.
Clause Purpose Guidance	6.3	ensure that where appropriate a thumb turn release be fitted on a final exit door. To assist in the safe, unimpeded and quick evacuation of a building. Where the licensing authority recommends the installation of this equipment it should be immediately fitted.
Clause Purpose Guidance	6.4	ensure that external door frames are of strong construction and well secured to jambs. To enable the doors to be securely fitted. Timber frames should be sound and securely bolted or screwed to the walls every 600mm (23") around the whole frame.
Clause Purpose Guidance	6.5	ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks. To deter burglars from gaining access to the property through the windows. The most appropriate form of lock will depend on the type of window within the property. A key for each lock should be given to the tenants at the commencement of the tenancy. If you are considering replacing your existing windows, look for the new British Standard 7950 kite mark. It has been established to set specific manufacturing standards of design and security for windows.
Clause Purpose Guidance	6.6	ensure that openable ground floor windows should be fitted with a window restrictor. Restrictors and their fittings should be suitably robust to prevent intruders from forcing them open beyond the restriction and only removable with a special tool or key. This clause is not applicable if the window is a designated escape window or where the Local Authority or Fire Brigade have determined the window is a means of escape. To deter burglars from gaining access to the property through windows that have been opened for ventilation. The most appropriate form of lock will depend on the type of window within the property. The special tool or key to each restrictor and instructions on their use should be given to the tenants at the commencement of the tenancy.

Clause	6.7	ensure that property boundaries are well secured and properly maintained.
Purpose		To inhibit access to non-tenants to the grounds of the property and to reduce the risk of screening for burglars.
Guidance		Rear gates should be fully secured by means of bolts and/or padlocks and hedges around external doors and windows should be kept low.
Clause	6.8	ensure that, where appropriate, an alleygate key will be available for the tenants at the commencement of the tenancy.
Purpose		To allow tenants full use of the alley for access, security and effective waste management.
Guidance		At the start of the tenancy the owner/agent should provide the tenants with an alleygate key for their use. This key should be returned by the tenants at the end of the tenancy with the other keys. Any costs incurred as a result of loss of the key can be charged to the tenants. If there is currently no alleygate key for the property an owner/agent is entitled to order one for their property. https://liverpool.gov.uk/communities-and-safety/crime-and-safety/alleygating/ Further information can be viewed at https://liverpool.gov.uk/communities-and-safety/crime-and-safety/alleygating/ .
Clause	7.1	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.
Purpose		To ensure that the structure and the exterior of the property are kept in good order.
Guidance		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 the Liverpool City Council Environmental Services on 0151 233 3001 for further information.
Clause	7.2	carry out repairs within reasonable times.
Purpose		To ensure that repairs are completed within reasonable times.
Guidance		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. Priority Two – Urgent repairs: Repairs to defects which materially affect the comfort or convenience to the residents should be completed within 5 working days of the report of the defect. 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. Priority Four – Planned programmes of repair/improvement and cyclical repairs programmes. Maintenance and servicing 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.
Clause	7.3	give tenants at least 24 hours notification if access is required to the property and obtain permission before entering, except in the case of an emergency.
Purpose		To ensure that the conduct of all affairs between tenant and owner/agent are carried out at the convenience of both parties.

Guidance		Even if a good relationship is created between tenants and owners/agents it is recommended that 24 hours' notice is given. This will prevent the relationship from deteriorating. Where possible it is recommended a tenant be present when an owner/agent enters the property. The practice of calling at a property unannounced at unsociable hours will be viewed in a very serious light.
Clause Purpose	7.4	ensure that all repairs are carried out by a competent person. To prevent tenants being put at risk when repairs are completed that are not to the required standard.
Guidance		Owners/agents 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.
Clause Purpose	7.5	ensure that the property is free from all HHSRS Category 1 hazards and complies with the Homes (Fitness for Human Habitation) Act. To ensure the property is safe for the occupants and meets the requirements of both Acts.
Guidance		Advice should be sort from the Environmental Health and Public Protection on the standards required. Further information can be found at https://liverpool.gov.uk/media/gdognwbx/housinghealthsafetyratingsystem.pdf
Clause Purpose	7.6	ensure that the exterior of the property and garden areas are presentable so as not to detract from the overall look of the area. To ensure that the student properties do not detract from the overall appearance of an area, to enhance relations with the local community. Also, to prevent student properties being targeted by criminals.
Guidance		Owners/agents should draw up a programme of cyclical works to ensure that exterior works are carried out within reasonable time scales. Where tenants are responsible for maintaining garden areas this should be clearly indicated on the contract and the appropriate tools for carrying out this work be provided.
Clause Purpose	8.1	ensure the property is adequately furnished with items that comply with the Furniture and Furnishings (Fire Safety Amendment) Regulations 1988, 1989 and 1993. 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 contact the Liverpool City Council Trading Standards Office.
Clause Purpose	8.2	provide adequate space and equipment, with the exception of utensils, for the storage, preparation and cooking of food for the number of occupants. To prevent fire hazards being created and to assist the smooth running of the household.
Guidance		For up to five persons a kitchen should have: <ul style="list-style-type: none"> • a total floor area not less than 8m²and not less than 1.8m across at the narrowest point • a suitable fixed worktop no less than 2m x 0.6m • four cooking rings, oven and grill • a minimum of two twin 13-amp power socket outlets above and adjacent to the worktop and two below

- a standard sink unit and draining board plumbed into the water supply and drainage system with tiled splashback
- storage space equivalent to a 500mm wall unit per person
- a refrigerator of not less than 0.15m³ capacity

For six – ten persons there should be two sets of facilities or

- an additional 1m² floorspace for each additional person
- a suitable fixed worktop of no less than 3m x 0.6m
- an additional cooking ring per person (up to a maximum of 8), and an additional oven and grill
- an additional standard sink unit or dishwasher
- a refrigerator of not less than 0.27m³ capacity.

Clause Purpose	8.3	ensure there is adequate floor space within each study/bedroom let. To ensure adequate space for private and quiet study and to ensure compliance within the Environmental Health minimum standards of fitness for shared houses.
Guidance		Each study/bedroom let should be a minimum of 6.51m ² , where occupied by one person, or 10.22m ² , where occupied by two people, in size and no room should be less than 1.8m across at the lowest point.
Clause Purpose	8.4	ensure that all study bedrooms contain sufficient furniture (unless the property is an unfurnished let) to properly function for its intended purpose. To ensure student tenants can be confident they will obtain a minimum standard of furniture and furnishings within their study bedroom.
Guidance		All study bedrooms should contain a bed, adequate clothes storage space, a desk, a chair and curtains/blinds which are properly hung/fitted.
Clause Purpose	8.5	provide an adequate number of baths and/or showers and toilets suitable for the number of occupants. To ensure compliance with the Environmental Health minimum standards of fitness for shared houses.
Guidance		There should be one bath/shower room and toilet for every five students or part thereof.
Clause Purpose	8.6	provide sufficient cleaning apparatus to enable the effective cleaning of the property. To enable the effective cleaning of the property.
Guidance		A vacuum cleaner or carpet sweeper, 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.
Clause Purpose	8.7	provide sufficient waste disposal containers for the number of occupants of the property. 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. Waste bins should also be provided within shared kitchens.
Clause	9.1	ensure there is a current inventory of contents provided with comments relating to their condition which allows tenants the opportunity to respond.

Purpose	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 owner/agent should be given to the tenants. Once tenants have commented on the inventory a copy should be kept for each room/property. 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.
Clause	9.2 where appropriate protect the deposit under one of the government authorised schemes.
Purpose	To ensure compliance with the Housing Act 2004.
Guidance	Any owner/agent 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 .
Clause	9.3 provide details to the tenant of the scheme protecting the deposit within 30 days of taking the deposit.
Purpose	To ensure compliance with the Housing Act 2004 as amended by the Localism Act 2011.
Guidance	Any owner/agent 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 https://www.gov.uk/tenancy-deposit-protection .
Clause	9.4 provide the tenants with detailed information about the steps that they need to take to avoid any part of their deposit being retained.
Purpose	To reduce the number of disputes that arise from disagreements over the retention of all or part of a deposit.
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 contract to take account of tenant leaving at different times and to give them adequate time to rectify problems. Always remember to give tenants adequate notification of proposed inspection dates.
Clause	9.5 comply with reasonable requests for a joint end of tenancy inspection of the property.
Purpose	To reduce the number of disputes that arise from disagreements over the retention of all or part of a deposit.
Guidance	Use the original inventory and notes from previous inspections to show any damage that may have been caused during the tenancy. If there is to be any retention, explain the steps you will need to take before notifying them of your decision.
Clause	9.6 comply with all requirements to ensure that all deposits not referred to arbitration are returned within 30 days of the end of the tenancy.
Purpose	To avoid disputes caused by the delay in returning deposits.
Guidance	Once keys have been returned any repair work should be carried out as quickly as possible. If the timescale is unlikely to be met the owner/agent should contact the tenant/s to explain why.
Clause	9.7 give a written explanation to the tenants (including a copy of any invoice where appropriate) if any portion of the deposit is retained.
Purpose	To avoid disputes arising from the retention of deposits.

Guidance		Owners/agents must give a detailed written breakdown of deductions taken from deposits and copy all relevant invoices.
Clause	10.1	ensure there is the provision of a whole house heating system either by the provision of central heating, or at least 1 fixed programmable heating appliance in each room.
Purpose		To ensure the property meets the Decent Homes standards.
Guidance		Programmable heating is where the timing and the temperature of the heating can be controlled by the occupants. An owner/agent must be sure the home is warm enough for all of the occupants.
Clause	10.2	ensure doors and windows are well fitted to avoid draughts and/or suitably draught proofed.
Purpose		To ensure maximum energy efficiency and to help achieve thermal comfort.
Guidance		A Standard Assessment Procedure rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category 1 hazard from excess cold.
Clause	10.3	ensure roof spaces are insulated to a minimum of 250mm.
Purpose		To ensure maximum energy efficiency and to help achieve thermal comfort.
Guidance		A Standard Assessment Procedure rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category 1 hazard from excess cold.
Clause	10.4	ensure water tanks and pipes in cold areas lagged and hot water cylinders insulated.
Purpose		To ensure maximum energy efficiency and reduce the risk of pipe bursts during periods of cold weather.
Guidance		All cold storage tanks in the loft, including central heating expansion tanks, and all water pipes, including overflows, must be insulated. Do not insulate the floor of the loft under the tanks, heat coming up from the area below should help prevent the tanks freezing. The recommended thicknesses of tank and pipe insulation is at least 50mm (2"). For hot water tanks fit a British Standard jacket with a minimum depth of 75mm (3"). Follow the manufacturer's instructions for fixing the jacket. Make sure that the segments fully cover the tank with no gaps.
Clause	10.5	ensure that, where appropriate, an Energy Performance Certificate will be obtained and displayed in the property or shown to prospective tenants.
Purpose		To ensure compliance with Article 7 of the European Directive on the Energy Performance of Buildings.
Guidance		Where a certificate is required it should be obtained from a qualified and accredited assessor. Details of assessors can be found at www.theepcregister.co.uk . Once obtained a certificate is valid for 10 years. The certificate must be shown, if requested, to prospective tenants when viewing the property. It is therefore recommended that the certificate be displayed in the property. Information on whether a particular property requires an Energy Performance Certificate can be found at www.communities.gov.uk/documents/planningandbuilding/pdf/866773.pdf .
Clause	11.1	display the name, address and a contact telephone number within the property or that of your managing agent.
Purpose		To inform the tenants who is responsible for the property and to ensure that they can be contacted, especially in the case of an emergency.

Guidance		It is recommended that the details be displayed on an A4 sheet by the main exit. It is also suggested that details be mounted in such a way as to prevent their being defaced.
Clause	11.2	comply with appropriate legal procedures for the eviction of tenant/s.
Purpose		To avoid owners/agents breaking the law.
Guidance		Owners/agents should take appropriate legal advice when seeking to evict a tenant.
Clause	11.3	ensure that, where appropriate, the property is licensed with the Local Authority and complies with all conditions of said license.
Purpose		To ensure owners/agents comply with legislation and that tenants 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 licensing application process.
Clause	11.4	ensure that they co-operate with statutory bodies when dealing with complaints of Anti-Social Behaviour about their tenants.
Purpose		To assist in reducing the potential of anti-social behaviour problems escalating and to aid better relations between the student and local community.
Guidance		When contacted by an appropriate body the owner/agent should make contact with their tenants to advise them of their responsibilities under the tenancy agreement. The owner/agent can make use of support agencies through the Local Authority and Police when doing so.
Clause	11.5	ensure that there are an appropriate number and type of wheelie bins for the number of occupants of the property and for the bin collections that operate in the area.
Purpose		To avoid a build-up of unsightly and unhealthy waste and to encourage appropriate re-cycling.
Guidance		A check of the number of wheelie bins at each property should be included on the end of tenancy inspection. Where a bin is missing the owner/agent should order a replacement in time for the new tenants to move in. Owners/agents should be aware it takes approximately 30 days for a new bin to be delivered from the time of order. New bins can be ordered at https://liverpool.gov.uk/bins-and-recycling/request-a-bin . If a property has five or fewer occupants then one refuse and one re-cycling bin is provided. Where a property has six or more occupants two bins of each colour can be provided. Where the provision of two refuse bins is unsatisfactory then the owner/agent may request a bulk bin by calling 0151 233 3001. The owner/agent of a property in a bag collection area may still request a wheelie bin that can be kept in an appropriate location to store refuse in between collection dates (these can be ordered at the above link).
Clause	11.6	ensure that appropriate instructions are issued to tenants to allow them to comply with Local Authority waste management requirements.
Purpose		To avoid a build-up of unsightly and unhealthy waste and to encourage appropriate re-cycling.
Guidance		The information should include the time and location for wheelie bins to be placed for kerbside collection, where bins and waste should be stored in between collections and the type of waste that should be placed in each bin. Owners/agents with properties in bag collection areas should inform the tenants where and when the bags should be put out and provide them with a

bin to store bags in between collections.
Collection dates and times can be accessed at <http://liverpool.gov.uk/bins-and-recycling/bin-collection-dates-and-times/>. Information on what goes in each bin can be accessed at <http://liverpool.gov.uk/bins-and-recycling/what-goes-in-my-bins/>.

Clause	11.7	ensure that they and any of their representatives comply with all legal responsibilities and behave at all times in a professional, polite, courteous and fair manner towards their tenants and prospective tenants.
Purpose		To ensure owners/agents comply with all of their legal obligations and deal with their tenants in an appropriate manner at all times.
Guidance		Owners/agents 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.
Clause	11.8	ensure they do not re-direct students who contact them through Liverpool Student Homes, to non-accredited properties.
Purpose		To ensure no students are misled as to the status of the property.
Guidance		Owners/agents should aim to register all student properties that comply with these Standards with Liverpool Student Homes. As soon as a property has been let the owner/agent should inform Liverpool Student Homes.
Clause	11.9	ensure they do not re-direct students who contact them through Liverpool Student Homes, to non-accredited owners/agents.
Purpose		To ensure no students are misled as to the status of the property.
Guidance		Owners/agents should re-direct students back to Liverpool Student Homes if their property/ies have been let. As soon as a property has been let the owner/agent should inform Liverpool Student Homes.
Clause	11.10	ensure they inform LSH as soon as their property is let so that the advertisement may be withdrawn.
Purpose		To avoid students wasting their time and money contacting owners/agents when the property has already been let and/or no further viewings are being conducted currently.
Guidance		The owner/agent should contact LSH once the tenancy agreement has been signed and the advert can be withdrawn. Owners/agents should be aware that an advert can be re-activated at any time within the same registration period, if required. LSH receives many complaints from students contacting owners/agents advertising properties only to be told the property is not available. This is also unfair on owners/agents who do have available properties as students become frustrated and may seek properties elsewhere.
Clause	11.11	ensure they do not discriminate against prospective tenants or tenants on the grounds of gender, sexual orientation, race, creed, disability or colour.
Purpose		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/agents should consider drawing up an equal opportunities policy and communicating it to all their employees, representatives and contractors.

<p>Clause</p>	<p>11.12 ensure that any person involved in the management of the property(ies) meets the Liverpool Student Homes Fit and Proper Person test. Although this list is not prescriptive this means they, amongst other offences the LSH Manager may deem to be incompatible with a Fit and Proper Person test</p> <ul style="list-style-type: none"> • have not committed an offence involving fraud or other dishonesty, or violence or drugs, or any offence listed under schedule 3 to the Sexual Offences Act 2003 (section 66(2)(a) of the Housing Act 2004). • have not practised unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in or in connection with the carrying on of any business (section 66(2)(b) of the Housing Act 2004). • have not contravened any provision of the law relating to housing or landlord and tenant law (section 66(2)(c) of the Housing Act 2004) • are not subject to a banning order under section 16 of the Housing and Planning Act 2016.
<p>Purpose Guidance</p>	<p>To provide transparency on the suitability of a person to be LSH accredited. For the purposes of this clause a 'person involved in the management' would include a landlord or a managing agency, encompassing staff within the agency that have a student facing role. Managing agents should have appropriate HR policies in place to deal with such a situation. Where an accommodation provider is unable to comply with the Fit and Proper Person Test they should pass the management of the property to an individual or a company that can comply. If false or misleading information is provided by the person involved at the point of application then accreditation can be immediately suspended. If a person involved is convicted of a listed offence during an accreditation period they must immediately inform Liverpool Student Homes.</p>
<p>Clause</p> <p>Purpose</p> <p>Guidance</p>	<p>12.1 ensure they have a Business Continuity plan in place to ensure their tenants suffer no, or limited, detriment as a result of the event.</p> <p>To ensure owners/agents have measures in place to deal with the impact of an exceptional circumstance event on both their business and their tenant's living conditions.</p> <p>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. Landlords and Letting Agents are positively encouraged to join an appropriate trade association in order to benefit from additional support. Membership of such a scheme will promoted through LSH. The Guidance acknowledges that some events are unforeseeable.</p>
<p>Clause</p> <p>Purpose Guidance</p>	<p>12.2 keep aware of and comply with updates to national and local Government guidance, advice and legislative changes.</p> <p>To ensure they can maintain compliance with all guidance and regulation. There is an additional expectation that at times of exceptional circumstances owners/agents 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.</p>
<p>Clause</p>	<p>12.3 ensure that tenants are advised of updates to national and local Government guidance, advice and legislative changes where it impacts on their tenancy.</p>

Purpose		To ensure their tenants can maintain compliance with all guidance and regulation and they are aware of any impacts on their owners/agents 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.
Clause	12.4	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		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.
Clause	12.5	comply with all reasonable measures to control the event that has caused the exceptional circumstances (including in relation to maintenance, repairs and viewings).
Purpose		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.
Clause	12.6	ensure that tenants are informed in a timely fashion to any changes in internal protocols and procedures where it impacts on their tenancy.
Purpose		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.
Clause	12.7	attempt to ascertain whether any of their prospective tenants have any additional requirements in terms of safe evacuation of the accommodation.
Purpose		To ensure measures are put in place to deal with any additional intervention that may be required.
Guidance		All landlords and letting agents 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/agents 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.

Clause	12.8	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		To ensure tenants are provided with sufficient information to enable appropriate choices and to enable support measure to be put in place.
Guidance		As soon as it is known occupation of a building is no longer possible then the owner/agent should immediately inform LSH and provide details of the universities the occupants are attending to enable appropriate support to be provided. The owner/agent 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.
Clause	12.9	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		To ensure there are open communication channels between the tenant and their owner/agent and to encourage compromise and flexibility.
Guidance		Where a owner/agent receives a request to be released from a tenancy or to waive an amount of rent then it is not unreasonable for the owner/agent to request evidence from the tenant to prove the detriment. Where that evidence is provided then the owner/agent should work with the tenant and/or their guarantor to reach a mutually agreeable settlement. However, the owner/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 owner/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.
Clause Purpose	12.10	consider and not unreasonably deny any reasonable payment plan.
Guidance		To ensure there is a process to deal with any change of circumstance brought about by the event and to minimise additional charges. A owner/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 owner/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.
Clause	12.11	ensure that end of tenancy procedures are fully communicated to tenants in a timely fashion to allow them to reasonably comply.
Purpose		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.
Clause	12.12	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		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/agent should refer to Torts (interference with Goods) Act 1977.

Clause	12.13	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		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. A owner/agent 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.
Clause	12.14	ensure that any unused utility cap that results from a lack of occupation should be returned to the tenants.
Purpose		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/agent 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.
Clause	12.15	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		To promote open communication channels between the parties and reduce the risk of dispute escalation.
Guidance		Early and open communication is important. A owner/agent 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.

STUDENTS PARTICIPATION IN THE STANDARDS

These clauses have been agreed by representatives from Liverpool Student Homes and Students' Unions, Landlords and Educational Institutions.

- promptly pay the agreed deposit and rental payments.
- agree the inventory for the property within 7 days of the commencement of the tenancy.
- promptly report any repairs that are outstanding and require the owners/agents attention.
- read and record the electric and gas meters where applicable.

DURING THE TENANCY THE TENANT WILL:

- discuss with the owner/agent any proposed changes to the tenancy.
- behave in a reasonable manner, with due consideration for neighbours and owners. Tenants should be aware of the needs of the community in which they live and ensure no undue disturbance is caused, particularly late at night.
- pay rent promptly when it becomes due and inform the owner/agent in the event of genuine difficulties.
- report repairs promptly and allow reasonable access for inspection, repair and viewing.
- take care of the property, its furniture and equipment, and pay where it is determined that the tenant/s is or are responsible for damage.
- use all security measures provided.
- treat fire detection and protection equipment responsibly and only for the purpose for which it is intended.
- bag domestic rubbish and leave for collection in the appropriate place on the appropriate day and make use of re-cycling provision.
- maintain the property in a clean and tidy condition.

AT THE END OF THE TENANCY THE TENANT WILL:

- promptly return all sets of keys.
- arrange for the disconnection or transfer of services, take final meter readings and leave forwarding addresses with utility suppliers.
- leave the property in a clean and tidy condition, internally and externally.

AT ALL TIMES THE TENANT WILL:

- behave in a polite, courteous and fair manner towards the owner/agent, other tenants and local residents.

RESPONDING TO COMPLAINTS

All students attending the University of Liverpool, Liverpool John Moores University, Liverpool Hope University, Liverpool Institute for the Performing Arts and Liverpool School of Tropical Medicine, 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.

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.

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/agent. If no response is received, or the complainant indicates that he/she is satisfied with the owners/agent's response, a letter shall be sent to the owner/agent 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/agent has not dealt with all of the issues raised, the SO shall write to the owner/agent 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.

A student tenant or a owner/agent may request the LSH Standards Officer arranges a meeting for all parties to attend to attempt to resolve any alleged breach of any clause within the LSH Standards. This can include student breaches of Section 4 and involve student to student complaints. With the agreement of all parties the LSH Standards Officer or designated LSH officer will act as a mediator with the sole purpose of assisting parties to reach an agreement. Prior to any meeting taking place, the LSH Standards Officer or designated LSH Officer will distribute to all parties an LSH Standards document on how the meeting will be conducted.

The overriding purpose of this section of the Standards are to try to assist in the resolution of any dispute between the student tenant and the owner/agent. 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/agent accordingly.

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

- Level 1 Inform the owner/agent they have breached the Standards.
- Level 2 Inform the owner/agent they have breached the Standards and recommend a suitable recovery plan.
- Level 3 Publish the details of the Level 2 sanction on the LSH website.
- Level 4 Suspend the owner/agent for a period of not less than 12 months.
- Level 5 Cease to advertise the owners/agents property or properties through Liverpool Student Homes.
- Level 6 Cease to advertise the owners/agents property or properties through Liverpool Student Homes, report the owner/agent 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/agent. The owner/agent shall have the right of appeal to the Panel should they disagree with the decision of the LSH Standard Officer, however the Panel has the authority to impose a higher sanction.

Where an owner/agent fails to respond to correspondence from the LSH Standards Officer relating to any alleged breach of the Standards at Stages 1, 2 & 3, after the expiry of 14 days from the date of such correspondence the LSH Standards Officer may refer the alleged breach to the Chairperson of the Arbitration and Sanctions Panel for consideration. The Chairperson may, in his or her absolute discretion, choose to consider the matter on the basis of the information provided and is authorised to impose any Level of sanction under the Standards without an oral hearing of the parties and whether sitting alone or with the assistance of the Panel.

THE STEERING COMMITTEE

Included on the Steering Committee are representatives from:

The University of Liverpool

Liverpool John Moores University

Liverpool Hope University

Liverpool City Council Tenancy Relations Office

Liverpool City Council Environmental Services Department

John Moores Students Union

Liverpool Guild of Students

Liverpool Hope Students Union

Northwest Property Owners Association

Other Liverpool Landlord Representative

The group will be chaired by a member of the Management Committee of Liverpool Student Homes. Liverpool Student Homes Management Committee will also appoint the other members of the Steering Committee and the members of the Arbitration and Sanctions Panel. The Steering Committee will meet in March and October of each year.

The Steering Committee will be responsible for the following:

- Agreeing changes to the LSH Standards.
- Agreeing changes to the representatives structure.
- Agreeing suitable sanctions for breaches to the Standards.
- Agreeing all documentation relating to the Standards.
- Reporting annually to the Liverpool Student Homes Management Committee.

Last updated September 2023



Liverpool Student Homes

5 Oxford Street, Liverpool,
L7 7HL

 0151 794 3296

 LSH@liverpool.ac.uk

“The official university service for
private accommodation”

www.liverpoolstudenthomes.org