



Liverpool Student Homes Homestay Registration and The LSH Standards

Introduction to The LSH Standards

The LSH Standards contain a number of common sense undertakings to enable Homestay providers and their guests to agree to do business together. These undertakings are designed to be achievable by both owners and guests without significant expenditure of time and money and without prejudice to their legal rights.

To see the full LSH Standards please refer to section 2 of this publication. Please read it carefully to decide whether you are able to give your full commitment at this stage. For clarification on the clauses and guidance on meeting the LSH Standards turn to section 3. If you feel that as a Homestay provider that you comply with all the clauses of the LSH Standards then you may register your property.

Sanctions will be taken against Homestay providers who sign up to the LSH Standards, and are found to be in breach of its clauses. This publication contains the details of the sanctions and how breaches of the code are reported.

Section 4 of this publication sets out the responsibilities that might be expected from your guests, you should be aware that the LSH Standards is not signed by guests.

The benefits of The LSH Standards:

- This proves to students that you have given a commitment to quality and service
- You and your guests will benefit from good standards of housing management practice
- Misunderstanding and disputes will be reduced
- Where problems do occur they can be resolved effectively and quickly

The aim of The LSH Standards is:

- To improve the quality of accommodation and the choices that students have when it comes to finding suitable accommodation
- To encourage good practice in management and maintenance
- To provide an effective marketing tool for homestay providers who give a commitment to quality

We hope that you will 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 LSH Standards will be reviewed on an annual basis.

Section 1. Marketing, the Homestay provider 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 guests a viewing of the property, having due regard to the rights and comfort of existing guests
- 1.4 Ensure that they or their representatives do not approach prospective guests with the intention of persuading them to view their properties within 100 metres of the Liverpool Student Homes office

Section 2. The License Agreement, the Homestay provider will:

- 2.1 Not demand money before the creation of a license agreement
- 2.2 Issue clear written instructions for the payment of rent
- 2.3 Issue a full set of the agreements to the guest at the start of the license agreement that is written in clear English in a type size of not less than 10 points
- 2.4 Ensure the license agreement contains no clauses that conflict with the guest's legal rights or the terms of The LSH Standards
- 2.5 Allow prospective guests a minimum of 24 hours to consider the letting agreement before asking them to sign the license agreement
- 2.6 Clearly state who is responsible for the payment of all service charges and amenities
- 2.7 Ensure that the terms of the license agreement shall only be amended following the receipt of written consent from the guests
- 2.8 Ensure that any works that have agreed to be carried out before the guests move in should be confirmed in writing and attached to the license agreement

Section 3. At the commencement of the agreement, the Homestay provider will:

- 3.1 Serve the relevant notices on any incumbent guests to ensure vacant possession for the incoming student/guest
- 3.2 Ensure that the property is in a good state of repair when the guest arrives

Section 4. Financial Arrangements, the Homestay provider will:

- 4.1 Not demand money on an unreasonable basis
- 4.2 Issue written receipts for all transactions
- 4.3 Where service charges are levied by the Homestay provider, such services and charges are properly specified and detailed in the agreement.
- 4.4 Provide itemised bills showing utility expenses incurred on the property for any charges not included within the rent

Section 5. Safety, the Homestay provider will:

- 5.1 Ensure there is a fully working fire detection system
- 5.2 Ensure that there is the provision of a fire blanket (BS6575) in the kitchen
- 5.3 Ensure that, where there is a duty, a Fire Risk Assessment is carried out on common areas between each change of student/guest
- 5.4 Supply the guests with guidance on the safe use of all cooking and heating appliances
- 5.5 Have gas safety checks carried out annually on each property in full compliance with gas safety (installation and use) regulations 1998
- 5.6 Ensure that, where appropriate, a working carbon monoxide detector is fitted (conforms to British Standard EN5029)
- 5.7 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 recognized body (eg. NICEIC). Any report should show how often the installation should be re inspected, subject to a maximum of 5 years
- 5.8 Ensure all electrical appliances supplied are tested and shown to be in a safe condition
- 5.9 Have an adequate number of electrical sockets within each room
- 5.10 Ensure no form of bottled gas or paraffin heaters will be used in the property
- 5.11 Ensure all exit routes such as hallways, landings and staircases, as far as reasonably practical will be maintained safe, unobstructed and free from fixtures and fittings to enable safe evacuation in the event of fire

Section 6. Security, the Homestay provider will:

- 6.1 Ensure that all external doors are of solid construction
- 6.2 Ensure that external door frames are of strong construction and well secured to jambs
- 6.3 Ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks
- 6.4 Ensure that property boundaries are well secured and properly maintained
- 6.5 Ensure that plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property

Section 7. Repairs, the property owner will:

- 7.1 Ensure that any repairs will be carried out punctually, effectively and efficiently within reasonable time scales and due consideration will be shown to the guests privacy

Section 8. Access, the Homestay provider will:

- 8.1 Ensure they respect the guest's right to privacy and will not enter the guest's bedroom, except in a genuine emergency, without permission. Members of the Homestay provider's family will also not enter the room without permission of the guest
- 8.2 Ensure that business is pursued by him/her in a professional, courteous and diligent manner at all times

Section 9. Furniture and storage, the Homestay provider will:

9.1 Ensure that study bedrooms contain a bed, adequate storage for clothing, a desk/workstation and chair, and curtains or blinds

9.2 Ensure that all furniture and furnishings are in a clean good condition at the commencement of the agreement and comply, as appropriate, with the Furniture and Furnishings (Fire safety regulations)

Section 10. Kitchen Facilities, the Homestay provider will:

10.1 Ensure that the guests have a clear understanding of their allowed use of the kitchen, and associated facilities eg washing machine, fridge, dryer, cooker

10.2 Ensure that the guest has a dedicated area within the fridge to store food if they so wish

10.3 Ensure that the guest has full instructions on how to use kitchen appliances. These instructions will be given on the first day of occupancy

Section 11. WC and washing facilities, the Homestay provider will:

11.1 Ensure that an adequate number of suitably located WC's, baths and/or showers and wash basins are provided with constant hot and cold water supplies as appropriate

Section 12. Housing Health and Safety Rating System, the Homestay provider will:

12.1 Ensure that the property is maintained as reasonably practicable, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Rating System (See attached schedule)

Section 13. Hygiene, the Homestay provider will:

13.1 Ensure that all facilities, including the preparation, cooking and storage of food will be capable of cleansing and being maintained in a clean and hygienic state by the guests.

13.2 Ensure that the guest will have access to a working vacuum cleaner, and other cleaning apparatus

Section 14. Outside areas, the Homestay provider will:

14.1 Ensure that the exterior of the property and garden areas are presentable and free from obstruction and litter, so as not to detract from the overall look of the area

14.2 Make it clear to the guest how they can use the garden

Section 15. Deposits, the Homestay provider will:

15.1 Issue guests with clear written instructions regarding the standard of cleaning and other arrangements for bringing the contract to an end, so as to avoid misunderstandings at the end of the agreement

15.2 Ensure that deposits are returned, following a joint inspection on the day that the room is vacated, not later than 14 days of the end of the agreement

15.3 Ensure that if any part of the deposit is retained a written statement will be made to the guest detailing reasonable deductions (including a copy of any appropriate invoice)

Section 16. Other provisions, the Homestay provider will:

16.1 Accept that where disputes occur, reasonableness and promptness in dealing with issues by both parties is the key to amicable and effective resolution of the problems. Homestay providers must therefore undertake to maintain courteous, professional relations with guests during any dispute

Guest's participation in The Standards

- Should make any payments due including deposit, rent and charges promptly
- Agree the inventory with the Homestay provider within 7 days of moving in
- Promptly report any repairs
- Make records of any telephone calls that are made with the owner's permission
- Take care of the property, its furniture and equipment, and pay, where determined the guest is responsible, for any damage
- Use all security measures provided
- Treat fire detection and protection equipment responsibly and only for the purpose that it is intended
- At the end of the agreement promptly return any keys to the Homestay provider
- Leave the property in a clean and tidy state
- Behave in a courteous, polite and fair manner towards the owner, other members of the household, neighbours and any visitors to the property

Responding to complaints

Homestay providers will respond to any complaint made through Liverpool Student Homes. Where a complaint is received from a guest the Homestay provider will receive the following:

Stage 1: A telephone call detailing the nature of the complaint, at which stage every attempt will be made to resolve the issue. Failure to respond to Stage 1 will result in:

Stage 2: A letter further detailing the nature of the complaint and requesting a response within 7 working days. Failure to respond to Stage 2 will result in:

Stage 3: A reminder letter requesting a written response within 7 working days. Failure to respond to stages 1, 2 and 3 will result in:

Stage 4: A final letter detailing alleged breaches of The LSH Standards. Failure to respond to this final correspondence will result in all rooms advertised being suspended until a response is provided.

A guest or a Homestay provider may request The LSH Standards Officer to arrange a meeting for all parties to attend to attempt to resolve any alleged breach of any clause

within The LSH Standards. This can include guest breaches of Section 4 and involve guest to guest 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 a Code of Conduct document on how the meeting will be conducted.

The overriding purpose of this section of The LSH Standards is to try to assist in the resolution of any dispute between the participants.

However where The LSH Standards Officer is unable to resolve the complaint or deems the breach of The LSH Standards to be sufficiently serious, they may refer the matter to the Arbitration and Sanctions Panel, and inform the Homestay provider accordingly. The Arbitration and Sanction Panel shall hear the complaint and allow the Homestay provider the opportunity to respond. Should the panel find in favour of the complainant they may impose the following sanctions, and inform the Homestay provider accordingly.

Level 1 Inform the Homestay provider they have breached The LSH Standards

Level 2 Inform the Homestay Provider they have breached The LSH 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 Homestay provider for a period of not less than 12 months

Level 5 Cease to advertise the Homestay provider's property through Liverpool Student Homes

Level 6 Cease to advertise the Homestay provider's property through Liverpool Student Homes, report the Homestay provider 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 Homestay provider.

The Homestay provider shall have the right of appeal to the Panel should they disagree with the decision of The LSH Standards Officer, however the Panel has the authority to impose a higher sanction.

Where a Homestay provider fails to respond to correspondence from The LSH Standards Officer relating to any alleged breach of The LSH 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 LSH Standards without an oral hearing of the parties and whether sitting alone or with the assistance of the Panel.

Liverpool Student Homes “Homestay” Agreement
For use when letting lodgings to students

SECTION A – DETAILS OF THE AGREEMENT

1. Start date of the Agreement

This agreement comes into force on:

(Insert date when the agreement is intended to be binding. This may be before, or on the same date, as the start of occupancy)

2. Details and address of Lodgings

The lodgings are a single/shared furnished/unfurnished *(delete at appropriate)* at
(Insert address)

3. Name of Property Owner/s

The owner of the property is:

(Insert owner’s full name and all names if there is more than one owner)

4. Name of Student

The student is:

(Insert a student’s full name. A separate agreement must be completed for each student where there is more than one, even if they are sharing a room)

5. Students Permanent Address

The student’s permanent address is:

(Insert address, not all students have a home address)

6. Term

The student is entitled to occupy the lodgings:

From and including *(insert start date)*

At [] am/pm *(insert time)*

Up to and including *(insert start date)*

At [] am/pm *(insert time)*

Section B – Payment for the Lodgings

Payment

The payment for the lodgings is [£] *(Insert amount)*

Per week*/per calendar month* *(delete as appropriate)*

And the student must pay this to the owner in advance on [] *(insert day)*

Of each week*/of each calendar month* *(*delete as appropriate)*

Deposit

The student must pay the owner a deposit of [£] (*insert amount*)

At the start of occupation, against which the owner is entitled to charge for damage (other than fair wear and tear) or non payment and the owner must return the deposit (less any proper deductions) to the student at the end of the occupation.

(A deposit is normally equal to one months or four weeks payment.)

What payment covers

Payment includes (*delete as appropriate*):

Electricity Charges	
Gas charges	
Water charges	
Council Tax	
Use of telephone (<i>paying for calls</i>)	
Private bathroom/use of a shared bathroom	
Private kitchen/use of a shared kitchen	
Use of lounge	
Breakfast	
Lunch	
Evening meal	
Shared television/television in room (<i>pay for own tv license</i>)	
Internet connection (<i>but not PC or charges</i>)	
All bed linen/blankets/quilt and pillows only	
Towels	
Use of washing machine	
Use of tumble dryer	
Space for drying and airing clothes	
Washing of laundry	
Ironing	
Use of iron and ironing board	
Cleaning of room	
Cleaning materials	
Use of cleaning equipment	
Off-street parking	
Use of garden	
Building Insurance	
Contents insurance	
Other (<i>please specify</i>)	

Section C – The property owners obligations

Structure

The property owner will maintain the structure, exterior and the fixed electrical and heating appliances, and all sanitary facilities in the property in good condition, but this does not include repairing any damage caused by the student.

(The owner has a legal obligation to do this in most cases)

Insurance

The property owner will arrange for the property (but not the students possessions) to be insured and will try to arrange for the prompt repair to damage caused by an insured risk. The owner is not obliged to re-house the student if the property is damaged by an insured risk, but as long as the students actions or neglect have not caused the insurer to withhold policy monies, the owner will (a) refund the student a fair proportion (according to the extent and nature of the damage) of advance payments made by the student for the period between damage and restoration, and (b) release the student for the remaining period of this agreement if the student requests.

Amenities

The owner will ensure that there is adequate supply of hot and cold water available to the student and adequate facilities for preparing food if all meals are not provided. *(The owner has a legal obligation to do this in most cases.)* If heating bills are included in the payment then the owner must ensure the lodgings are adequately heated.

Students Privacy

The owner will respect the students privacy and will not go into the room/lodgings any more than strictly necessary.

Furniture

Foam filled fire retardant furniture that carries a label that it passes the match/cigarette tests, as appropriate.

Section D – Students Obligations

Utility Charges

Where charges for electricity, gas, water, telephone, council tax or any other facilities are not included in the weekly or monthly payment, the student will pay these to the relevant supplier or authority.

The student will use fuel responsibly and will not leave on lights, heating, or leave equipment on standby if it would be reasonable to turn them off.

If heating bills are included in the payment for the lodgings, then property owner will keep the lodgings properly heated.

Damage

The student will use the property and its contents carefully and not cause any damage (but if there is accidental damage, the student will report this to the owner) and will keep the lodgings clean and tidy.

Access

The student will allow the property owner access to the room/lodgings at reasonable times for all reasonable purposes.

Subletting

The student will not sublet the room/lodgings or allow anyone else to live there (other than the nominated student in the case of a shared room).

Annoyance

The student will not behave in any way that causes a nuisance or annoyance to the property owner or anyone else living at the property or the neighbours.

Belongings

The student will keep their belongings in the lodgings and not leave them in other parts of the property unless the property owner agrees.

Owners insurance

The student will not bring any dangerous items or substances into the property or do anything which would be expected to invalidate the owners insurance of the property, or entitle the insurers to refuse a claim or increase the premium.

Security

The student will always make sure that the property is properly secure before leaving the property unoccupied.

Electrical

The student must not use any electrical devices in the property unless the owner has agreed that it is safe to use.

Keys

The student will not have any duplicate keys to the property made and will immediately report any lost or stolen keys to the property owner.

Forwarding address

The student will leave a forwarding address for the owner before they leave.

Termination of agreement

The student may terminate this agreement if the owner does not comply in any material way with his/her obligations and the owner may also terminate this agreement if the student does not comply in any material way with his/her obligations.

End of the agreement

As the lodgings are part of the owners home and not a separate dwelling, this agreement is not an assured shorthold tenancy and the student is not entitled to remain in occupation after it has ended (including in circumstances where the owner terminates in accordance with clause_____).

Section E – Special conditions

In this section delete any terms which will not apply to the letting.

Add any terms which the owner and the student agree, which are not covered anywhere else in the agreement.

Failed payment

The property owner will charge the student £[] for each failed payment (*eg returned cheque, missed standing order or refused direct debit*)

Pets and animals

The student will not keep any animal in the property without the owners prior permission, which does not have to be given unless the animal is to assist with a disability, and which may be withdrawn if the animal causes damage, nuisance or allergy to anyone else in the property.

Notices

The student will not display any notices that are visible from outside the property (*other than temporary notices of a domestic nature, such as for the milkman*).

Vehicles

The student will not bring any vehicle or vehicle parts indoors, unless it is for assistance with a disability and specifically designed for indoor use.

Code of standards

Where the owner has told the student that the property complies with an approved code of standards, the owner will give the student a copy of the relevant code and will comply with it.

Overnight Guests

The student shall/shall not* (delete applicable) be entitled to have occasional overnight guests, with the property owner's prior permission.

Occasional will usually mean not more than [once/twice a month].

Any guests must sleep in the student's room and must behave with utmost courtesy to the owner and anyone else who lives at the property.

The property owner may request a student's guest leave the property in circumstances where it is reasonable for the owner to do so.

DBS Checks

Where the student is under the age of 18 the owner will, if the student or their parent requests, consent to a DBS check being carried out on the property owner and on all members of the owners household who are over 18 years old as a measure of good practice.

The student educational institution may need to apply for the DBS check on the student's behalf.

Other terms to be agreed between the property owner and the student:

Property owner's recourse if the student does not comply with his/her obligations under this agreement

The property owner is entitled to claim from the student for any loss caused as a result of the student's failure to comply with his/her obligations (including the cost of employing professional cleaners, advisors, or taking court proceedings) even if these costs exceed the amount of the deposit. The property owner will only be able to claim the amount required to put them back in the same financial position they would have been in if the student had complied with their obligations.

Student's recourse if property owner does not comply with his/her obligations under this agreement

The student is entitled to deduct from the weekly/monthly payment a fair and reasonable sum by way of compensation if the owner fails to comply with his/her obligations. If this is more than the payment, the student is entitled to claim from the owner for any loss caused as a result of the property owner's failure to comply with his/her obligations. The student will only be able to claim the amount required to put them back in the financial position they would have been in if the property owner would have complied with their obligations.

Signed by the property owner Dated ____/____/____

Signed by the student Dated ____/____/____

Both student and property owner should sign in their usual signature. There is no need for the signature to be witnessed. The agreement should be prepared in duplicate, so that both student and property owner have a copy to keep. It is better to sign both copies at the same time, rather than sign a single agreement to be photocopied later.

Important Notices

Liverpool Student Homes.

Further information on registration and the LSH Standards can be obtained by contacting LSH at 5 Oxford St, Liverpool, L7 7HL. Telephone: 0151 794 3296

Web: www.liverpoolstudenthomes.org Email: LSH@Liverpool.ac.uk

This agreement has been designed for use by property owners housing Homestay students and is not suitable as a tenancy agreement for a self-contained dwelling.

*This agreement does not constitute legal advice and it is **the responsibility of the property owner and the student to ensure that this agreement is suitable for their particular arrangement.** LSH makes no guarantee about the suitability of this agreement for individual circumstances and accepts no responsibility for actions taken or decisions made on the basis of its contents.*

Thank you for your enquiry regarding offering accommodation to students.