

# Housing Services



## **The Code of Practice for Residential Lettings Agents**

**The Queen Mary University of London Housing Services Code of Practice for Residential Letting Agents** has been established to provide a bridge between agents and student tenants. The Code covers both how the Agent deals with potential tenants and the minimum set of letting and management standards, with which Agents should agree to comply with, if they are letting/managing the property on behalf of the landlord.

The Code exceeds the statutory requirements placed on Agents and is intended in the interests of students and staff securing good quality and well-managed rented property.

### **1. Initial Negotiations**

- 1.1 Potential and existing tenants will be dealt with in a courteous and respectful manner and will not be hurried or harassed.
- 1.2 Comprehensive information will be given on the operating practices and policies of the Agent.
- 1.3 Full details of any fees payable in relation to the tenancy, outside of the rental fee and deposit, will be given to prospective and existing tenants.
- 1.4 Potential tenants will be given at least one full working day to review a sample tenancy agreement and to obtain advice on it should they wish to, prior to signing, without the need for a holding deposit.
- 1.5 All pledges and promises will be confirmed in writing to the prospective tenants prior to receiving a holding deposit.

### **2. Written Agreements**

- 2.1 A copy of the written agreement will be given to the tenants detailing the terms and conditions of the tenancy, once all parties have signed it.
- 2.2 Special conditions or unusual clauses in the contract will be explained prior to signing the contract.
- 2.3 An address in England or Wales where papers and legal notices can be served on the Landlord will be provided. This address will not be care of the Agency, where the agent merely introduces the landlord and tenant(s).
- 2.4 Tenancy agreements should be written in plain English avoiding the use of legal jargon.
- 2.5 Where there are any obligations on tenants arising from a superior lease a copy of these obligations will be given to the tenants.

### **3. Right to Let**

- 3.1 On request, proof of the Landlord's right to let, i.e. deeds of the property, permission to let from the mortgage provider or a solicitors letter verifying freedom to let will be provided.
- 3.2 Written confirmation from the freeholder or Local Authority confirming permission to let, if relevant to the property will be provided.

### **4. How to Rent**

- 4.1 Provide a hardcopy (printed version) or email a digital version to your tenants at the start of the tenancy.

### **5. Inventories**

- 5.1 An inventory and schedule of condition will be carried out at the commencement and termination of the tenancy.
- 5.2 When managing the property an inspection will be carried out, if requested by the tenant, within one week prior to the surrender of the tenancy in order to highlight to the tenant matters requiring attention that may cause deductions from the damage deposit.
- 5.3 On the last day of the tenancy a full inspection will be carried out with reference to the check-in inventory and schedule of condition.

### **6. Property Management**

- 6.1 All gas appliances in the property comply with the Gas Safety (Installation and Use) Regulations 1998, issuing a copy of the annual gas safety record relating to the property to existing tenants within 28 days and to new tenants before they move in.
- 6.2 All electrical wiring and appliances are safe to use and an up-to-date Electrical Safety Certificate is on file for the property.
- 6.3 All furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988. This should be pointed out to the tenants at the initial showing of the property by reference to the "carelessness causes fire" label.
- 6.4 That property offered will comply with any relevant Local Authority regulations regarding fitness and safety, with particular regard to fire safety.
- 6.5 Tenants are made aware of the locations of gas and water shut off valves and fuse boxes, as well as procedures in the event of any emergency.
- 6.6 The accommodation is in good repair, clean and is well decorated, at the onset of the tenancy.
- 6.7 Tenants are informed about the procedures for reporting repair issues relating to the accommodation. These should include to whom repair issues are notified and who is responsible for the repair.
- 6.8 Where possible the Agent will provide tenants with estimated response times on repair issues raised.
- 6.9 Appliances provided in the accommodation are maintained and replaced at the expense of the Landlord except those damaged by tenant misuse.

6.10 The property will hold all the necessary licenses or registrations required by law (e.g. HMO licence etc).

## **7. Financial Arrangements**

- 7.1 Complete details and implications of any fees payable in relation to the tenancy, outside of the rental fee and deposit, will be provided.
- 7.2 Cash will not be insisted upon for payment of rent (unless the rent in is arrears).
- 7.3 A comprehensive receipt will be provided for the payment of the damage deposit.
- 7.4 The tenancy agreement states which Tenancy Deposit Scheme the deposit will be held in (i.e. how the deposit will be protected).
- 7.5 Any deductions from the damage deposit will be supported by a written, itemized explanation, including any relevant invoices.
- 7.6 Multiple deposits will not be held on an individual property by the registered Agent.
- 7.7 All payments relating to the property will be discussed prior to commencement of the tenancy, including any service charges, water rates etc.
- 7.8 No charge will be made to view lists, to register with the Agent or to join a mailing list.
- 7.9 Where a holding deposit is required a receipt will be given outlining the conditions for return

## **8. Tenancy Relations**

- 8.1 Potential and existing tenants will be treated with courtesy and respect and in a manner that is free from discrimination on any grounds, including but not limited to beliefs or lawful prefer-ences, religion, politics, gender, race or sexual orientation.
- 8.2 All correspondence from tenants, potential tenants, or intervention by Queen Mary Housing Services on a tenant's behalf, to be replied to, within a reasonable time frame.
- 8.3 There will be a prompt and concise response to issues raised by tenants.
- 8.4 In the event of a dispute a mutually convenient meeting will be arranged at the property to address the issue and the outcome confirmed in writing.

## **9. Feedback**

- 9.1 To monitor and collate the number of properties let to Queen Mary students annually.
- 9.2 To supply the above data to Queen Mary Housing Services upon request.

## **10. Associations**

11.1 To hold membership to at least one of the following professional associations:

Tick as applicable

ARLA  LLAS  GPP  SafeAgent  NEAS  RICS  TPOS  UKALA

## Declaration

I \_\_\_\_\_ agree (on behalf of \_\_\_\_\_) to abide by the Queen Mary Housing Services Code Of Practice for Residential Letting Agents.

I understand failure to comply, may result in my removal from the Queen Mary Housing Services recommended Agency website.

Please Sign: \_\_\_\_\_

Date: \_\_\_\_\_

## Your Contact details:

**Branch:** \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### Branch Manager

Name (if different to above) \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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