



Stockton-on-Tees
BOROUGH COUNCIL

**Landlord
Accreditation
Scheme**



Stockton Borough Council

Support document for Professional Development

Continuous Professional Development is a critical component of any business. The amount of legislation affecting you as a private landlord is significant and the following information will be a useful starting point to help you to assess your own abilities and plan for your own professional development. The information provided is in no way intended to be comprehensive nor should it be misconstrued as professional or legal advice.

We are grateful to the hard work put in by IDeA and ANUK* in the development of their Landlord Development Manual which was relied upon extensively to produce this information and we would recommend that anyone interested in further professional development visit the ANUK website to access a full version of the manual. There are many other landlord groups available with very good training.

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The Manual contains guidance and notes on certain aspects of law as they might affect the average person.

They are

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on as the basis for any decision or legal action. The IDeA and ANUK take every reasonable step to ensure the accuracy and reliability of information contained in this manual, but cannot accept liability for any loss suffered due to

reliance on the contents of it. The law is constantly changing so expert advice should always be sought.

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INTRODUCTION

Many private sector landlords work in isolation, often in addition to their “regular” jobs and as such may not have the time or resources to ensure that they are keeping themselves up to date regarding legislative requirements and best practice guidance. However ignorance is no excuse when it comes to legal matters and this is where we can help.

As a member of Stockton-on-Tees Borough Council’s Landlord Accreditation Scheme you will have access to regular updates, links to further professional development sites, networking opportunities via our forums, and access to the advice and support of housing professionals. Note that the information provided relates to single family dwellings and if you have queries related to any other properties they should be directed to the Private Sector Housing Officer by ringing; 01642 528533 or emailing privatesectorhousing@stockton.gov.uk

Answer the short questionnaire referring to the supporting information where necessary.

Once you have completed all three sections simply forward your answers to the Private Sector Housing Team.

1.0 STARTING A TENANCY

There are a number of things you will need to have in place prior to securing a tenant for your property and this stage, before you have even spoken to a potential tenant, is probably the most critical step in the process. Mistakes or omissions now could be very costly later so careful preparation is key to a successful landlord/tenant relationship.

The following checklist will help ensure that you are meeting your legal obligations regarding the physical aspects of the property and are offering safe and decent accommodation.

1.1 PROPERTY STANDARDS CHECKLIST

Gas	There is a mandatory requirement that a gas safety check be carried out with a copy of the gas safety certificate provided to the tenant, prior to them moving in and on an annual basis thereafter.	Only Gas Safe Registered Business' can provide this service. You can verify registration via their website: www.gassaferegister.co.uk or landlords obligations for gas safety or by calling 800 408 5500
Energy Performance Certificates (EPCs)	This is a mandatory requirement for any properties let after 1 st October 2008. A certificate must be available for prospective tenants to view prior to letting. The certificates are transferable and remain valid for 10 years.	Accredited assessors can be found via : https://www.epcregister.com/
Electrical (Periodic Inspection Reports)	<p>The Landlord and Tenant Act 1985 requires that landlords ensure that the electrical installations in a rented property are:</p> <ul style="list-style-type: none"> -safe when a tenancy begins -maintained in a safe condition throughout the tenancy. <p>These requirements are further supported by the Housing Act 2004 and the implementation of the Housing Health and Safety Rating System (HHSRS). Although not a legal requirement in the same way that Gas Safety Certificates are, independent electrical checks are strongly recommended and could offer a high level of legal protection should the worst happen. They may also have a positive effect on your insurance premiums.</p>	<p>Electricians will check the electrical installation against the requirements of BS 7671- Electrical Installations (IEE Wiring Regulations)</p> <p>For more information on HHSRS download Housing health and safety rating system (HHSRS): guidance for landlords and property-related professionals - Publications - GOV.UK Section 23 (Electrical hazards) and Section 24(Fire hazards) provide information in relation to these hazards and measures to lessen the likelihood and reduce harm outcomes.</p>

General safety inspection	The Housing Act 2004 places a duty on local authorities to act to remove any category 1 hazards from private rented properties under the Housing Health & Safety Rating System (HHSRS). The principle of the HHSRS is that: Any residential premises should provide a safe and healthy environment for any potential occupant or visitor. As a matter of best practice landlords should refer to the links in the right hand column and utilise the 29 hazards list to assist with annual inspections and to assist with your planned maintenance schedules.*	For more information on HHSRS download Housing health and safety rating system (HHSRS): guidance for landlords and property-related professionals - Publications - GOV.UK Further information is accessible via LACORS Housing - Fire Safety Guidance
Fire Safety	Any residential premises should provide a safe and healthy environment for any potential occupant or visitor. Additionally, from 1st October 2015, in order to comply with the The Smoke and Carbon Monoxide Alarm (England) Regulations 2015, all dwellings let under an Assured Shorthold Tenancy must have smoke detection on every floor and CO detection in every room containing a solid fuel burning appliance.	Further information is accessible via LACORS Housing - Fire Safety Guidance
Furniture and Furnishings	Furniture and furnishings supplied in let accommodation must comply with 'The Furniture & Furnishings (Fire) (Safety) Regulations 1988 (as amended)'	Any new, replacement or additional furniture provided for letting since 1st March 1993 must comply with the Regulations. The manufacturer's label will state that the item complies with the Regulations together with the warning 'CARELESSNESS CAUSES FIRE'.

***29 HHSRS hazards checklist:**

1. Damp and mould growth

Health threats due to dust mites, mould or fungal growths, including mental and social well-being health threats associated with damp, humid, mouldy conditions.

Health effects: Allergies; asthma; effects of toxins from moulds; fungal infections

2. Excess cold

Threats to health from sub-optimal indoor temperatures. Healthy indoor temperature is approximately 21° C.

Health effects: Respiratory (influenza, pneumonia & bronchitis); cardiovascular conditions (heart attacks and strokes); thermoregulatory system impairment; etc.

3. Excess Heat

Threats due to excessively high indoor air temperatures.

Health effects: dehydration; trauma; stroke; cardiovascular, respiratory & genitourinary disorders.

4. Asbestos (and MMF)

Presence of, and exposure to, asbestos fibres and manufactured mineral fibres (MMF) within dwellings.

Health effects: pleural disease; lung cancer; mesothelioma

NOTE: Attempting to remove asbestos which is in good condition and not likely to be disturbed is significantly more hazardous than not removing it. Any work on asbestos must be done by a contractor licensed by the Health and Safety Executive.

5. Biocides

Threats to health from chemicals used to treat timber and mould growth. Health effects: risk from inhalation; skin contact; ingestion.

6. Carbon monoxide and fuel combustion products

Hazards due to the presence of excess levels in the atmosphere of carbon monoxide, nitrogen dioxide or sulphur dioxide and smoke within the dwelling.

Health effects: Dizziness; nausea; headaches; disorientation; unconsciousness; respiratory disorders; bronchitis and breathlessness.

7. Lead

Health threat from lead ingestion. Lead sources: paint, water pipes, soil, fumes from leaded petrol.

Health effects: lead poisoning; nervous disorders; cognitive development issues.

8. Radiation

Health threats from radon gas and its daughters, primarily airborne, but also radon dissolved in water. Concern expressed about possible health effects of electromagnetic fields (EMFs). Leakage from microwave ovens (rare).

Health effects: lung cancer caused by radon gas.

9. Uncombusted fuel gas

Threat from fuel gas escaped into the atmosphere within the dwelling. Health effects: asphyxiation

10. Volatile organic compounds

Diverse group of organic chemicals, including formaldehyde, that are gaseous at room temperature and found in a wide variety of materials in the home.

Health effects: allergies; irritation to eyes, nose, skin and respiratory tract; headaches; nausea

11. Crowding & space

Hazards associated with lack of space for living, sleeping and normal household/family life.

Health effects: psychological distress & mental disorders; increase hygiene risk & risk of accidents; personal space and privacy needs compromised

12. Entry by intruders

Difficulties in keeping a dwelling secure against unauthorised entry and the maintenance of defensible space.

Health effects: fear of burglary occurring; stress and anguish caused by burglary; injuries caused by intruder.

13. Lighting

Threats to physical and mental health associated with inadequate natural/artificial light, including psychological effects associated with the view from the dwelling through glazing.

Health effects: depression and psychological effects due to lack of natural light, eyestrain from glare and inadequate light.

14. Noise

Threats to physical and mental health due to exposure to noise inside the dwelling or within its curtilage.

Health effects: psychological and physiological changes resulting from sleep disturbance; poor concentration; headaches; and anxiety.

15. Domestic hygiene, pests and refuse

Poor design, layout and construction, such that the dwelling cannot be readily kept clean and hygienic; access into, and harbourage within the dwelling for pests; inadequate and unhygienic provision for storing and disposal of household waste.

Health effects: gastrointestinal disease; infection; asthma; allergies; food spoilage; disease from rats and birds; physical hazards.

16. Food safety

Threats of infection from inadequacies in provision and facilities for storage, preparation and cooking of food.

Health effects: gastrointestinal disease; diarrhoea; vomiting; stomach upsets; dehydration.

17. Personal hygiene, sanitation and drainage

Threats of infection and threats to mental health associated with personal hygiene, including personal and clothes washing facilities, sanitation and drainage.

Health effects: gastrointestinal disease; dysentery; skin infections; depression.

18. Water supply

The quality and adequacy of the water supply within the dwellings for drinking and domestic purposes, including threats to health from contamination by bacteria, protozoa, parasites, viruses and chemical pollutants.

Health effects: dehydration; fatigue; headaches; dry skin; bladder infections; gastrointestinal and respiratory disorders; Legionnaires' disease.

19. Falls associated with baths etc.

Falls associated with a bath, shower or similar facility.

Health effects: Physical injuries; cuts; lacerations; swelling; bruising.

20. Falling on level surfaces etc

Falls on any level surface such as floors, yards and paths, including falls

associated with trip steps, thresholds or ramps where the change in level is less than 300mm.

Health effects: physical injury; bruising; fractures; head, brain and spinal injuries.

21. Falling on stairs etc

Falls associated with stairs, steps and ramps where the change in level is greater than 300mm. It includes falls associated with internal or external stairs or ramps; It includes falls over balustrading associated with stairs, steps or ramps.

Health effects: physical injury; bruising; fractures; head, brain and spinal injuries.

22. Falling between levels

Falls from one level to another, inside or outside a dwelling, where the difference in levels is more than 300m. E.g. falls from balconies, landings, out of windows, over garden retaining walls etc.

Health effects: physical injuries.

23. Electrical hazards

Hazards from shock and burns resulting from exposure to electricity, including from lightning strikes.

Health effects: shock

24. Fire

Threats from exposure to uncontrolled fire and associated smoke at a dwelling. It includes injuries from clothing catching alight, which appears to be common when people attempt to extinguish such a fire

Health effects: burns, being overcome by smoke or gas, death.

25. Flames, hot surfaces etc

Threats of burns - injuries caused by contact with a hot flame or fire, with hot objects or hot non-water based liquids; scalds - injuries caused by contact with hot liquids and vapours. Includes burns caused by clothing catching alight.

Health effects: burns; scalds; permanent scarring; death.

26. Collision and entrapment

Risks of injury from trapping body parts in architectural features, e.g. trapping fingers in doors; and colliding with objects such as architectural glazing, windows, doors, low ceilings, walls.

Health effects: injuries through collision or entrapment involving doors and windows, e.g. cuts from glass, shutting door on part of body.

27. Explosions

Threat from the blast of an explosion, from debris generated by the blast and from the partial or total collapse of a building as the result of an explosion. Health effects: while the likelihood of an explosion is small, injuries can include: physical injuries, crushing; bruising; puncture; fractures; head, brain and spinal injuries; scalding if involves hot water.

28. Position and Operability of Amenities etc.

Threats of physical strain associated with functional space and other features at dwellings.

Health effects: strain and sprain injuries.

29. Structural collapse and falling elements

Threat of dwelling collapse or of a part of the fabric being displaced or falling due to inadequate fixing, disrepair or the result of adverse weather conditions. Health

1.2 TENANCY DEPOSIT PROTECTION

As of 6th April 2007, if you rent your home on an AST, all new tenancy deposits must be protected in a government authorised scheme and within 30 days of a landlord receiving a deposit tenants must be provided with the prescribed information.

The Government wants to make sure tenant's deposits are protected so that:

- Tenants get all or part of their deposit back, when they are entitled to it.
- Any disputes between tenants and landlords or agents will be easier to resolve
- Tenants are encouraged to look after the property they are renting

General information on Government backed Schemes can be found via:

[Tenancy deposit protection - GOV.UK](#)

There is one custodial scheme run through:

The Deposit Protection service; www.depositprotection.com

Tel; 0870 707 1 707

And two insurance based schemes:

Tenancy Deposit Solutions Ltd: www.mydeposits.co.uk and

The Tenancy Deposit Scheme: www.tds.gb.com Tel; 0845 226 7837

Landlords who do not protect tenancy deposits under a recognised scheme may be liable to paying the tenant up to three times the amount of the deposit and regardless of when the AST started, will not be able to use the no fault section 21 procedure for eviction. The Local Authority paper Bond Guarantee Schemes are not required to be protected as there is no monetary consideration provided by the tenant.

1.3 TENANCY AGREEMENTS/INVESTORIES

Most private landlords will utilise an Assured Shorthold Tenancy (AST) Agreement. There are other types such as Regulated Tenancies and Assured Tenancies which we will not be discussing in this document due to the fact that the vast majority of you will be using ASTs.

A tenancy agreement is a contract and as such must contain fair terms and consideration. It must be noted that regardless of what is put in a tenancy agreement certain responsibilities are "statutory implied terms" which cannot be superseded. These include the following from Section 11 of the Landlord and Tenant Act 1985; that the landlord shall keep in repair:

- The structure and exterior of the dwelling
- The installations for the supply of water, gas, electricity and sanitation
- The installations for the supply of space heating and water heating
- The communal areas and installations associated with the dwelling

The standard of repair necessary under the act will vary depending on the “age, character, and prospective life of the property and its location.”

There are also implied terms in common law, whether expressed in writing or not. These include:

- Quiet enjoyment
- Being free from any significant hazards under the Housing Health and Safety Rating System
- The tenants obligation to use the property in a “tenant like manner” • Not to commit waste - waste being any act or omission which results in a permanent change to the premises
- Tenants are to leave the property in the same condition as when they took it on
- Using rent to pay for repairs

NOTE: any attempt to evade statutory or common law repairing responsibilities by way of any contract term in the tenancy agreement will normally result in the relevant term being found void under the unfair terms in Consumer Contracts Regulations 1999.

What is an ASSURED SHORTHOLD TENANCY (AST)?

Accredited landlords must use written tenancy agreements for all new tenancies following the general terms outlined in Model Tenancy Agreement from www.gov.uk

The scheme’s Term of Reference specifies the inclusion of the following paragraph regarding the tenant’s obligations:

“The tenant agrees that any person living on the premises, whether permanent or temporarily and any visitors to the premises, will comply in all respects with the terms and conditions contained in this tenancy agreement and more particularly with the following conditions:

- Not to commit or allow any illegal or immoral act to be conducted on the premises.
- Not to cause or permit any visitors to cause any acts which are nuisance, annoyance or inconvenience to other tenants or neighbours.”

An AST is the default type of tenancy, meaning if it wasn’t specified otherwise an AST would be assumed. An AST can be for any term (the rule requiring them to be for a minimum term of 6 months was abolished by the Housing Act 1996); although in practice the vast majority are for terms of six months.

Tenants have a right to stay in the premises for a minimum of six months, as under the Housing Act 1988 Section 21 possession procedure, a Judge cannot grant an order for possession to take effect during the fixed term.

For example: A landlord rents a property out on a 6 month AST and wants possession back at the end of that term. A Section 21 notice must be served at least 2 months before proceedings are issued so could be issued just before the end of the 4th month and must meet the following conditions:

- Must be in writing
- Must state that possession is required under Section 21 of the Housing Act 1998
- If the fixed term of the tenancy has not expired, the notice must not expire before the end of the fixed term.

More information on seeking possession is covered in section 3.1 of this document under Ending a Tenancy. Suffice to say at this stage that The Protection from Eviction Act 1977 makes it a criminal offence to unlawfully deprive a “residential occupier” of the right to occupation of the premises. The only legal way for landlords to regain possession is with a court order.

If in doubt seek legal advice.

So the fixed term may be for any length of time but that length of time must be set out in the tenancy agreement. After a fixed term has expired a landlord can either allow it to run on and become a contractual periodic tenancy) or give the tenant a new fixed term agreement.

Landlords should include a rent review clause in the tenancy agreement with annual review dates in order to make it easier to increase the rent. The clause must comply with the provisions of the Unfair Terms in Consumer Contracts Regulations and be fair. Clauses allowing the landlord to increase the rent as he sees fit may be void - the increase should be referenced to someone or something independent, such as the retail price index.

1.4 TENANT REFERENCING (LANDLORD LIAISON) SCHEME

Established in 2001, Tenant Referencing is a free service set up by Stockton-on-Tees Borough Council to enable housing providers, both social and private, to make informed decisions on the allocation of housing to prospective tenants.

Tackling Anti-Social Behaviour - The Anti-Social Behaviour team are able to investigate cases of nuisance and anti-social behaviour involving the tenants of private landlords.

Accredited landlords automatically become members of both schemes. Any queries on tenant referencing should be directed to the Landlord Liaison Team on telephone: 01642 527620 or email: landlordliaison@stockton.gov.uk

1.5 BOND GUARANTEE & TENANCY SUPPORT

What is the Bond Guarantee scheme?

The aim of the scheme is to help those who are homeless or threatened with homelessness to access private rented accommodation. If tenants qualify, Stockton Council's Housing Options team will provide Accredited Landlords with a guarantee, which will be in the form of a written agreement in place of a cash bond.

The guarantee will cover:

- Loss or Damage to the property or contents caused by the tenant, the tenants household or friends & relatives visiting the property
- Rent arrears

At the end of the tenancy if there is loss or damage to the property the landlord can submit a claim to the Housing Options team to be reimbursed up to the value of the guarantee. The guarantee will be effective for a minimum of 6 months and a maximum of 2 years from the tenancy commencement date.

The guarantee will be based on the amount of Local Housing Allowance payable for the size of the property to a maximum of £500.

Property Requirements:

In order to be sure that property and management standards are acceptable the Bond Guarantee Scheme will only apply to property under the control of landlords who are accredited with Stockton-on-Tees Borough Council.

What are the benefits for the landlord?

- Local Housing Allowance claims - we will complete a housing benefit form with the tenant and will work with the Housing Benefits team to minimise delays
- If you assist in rehousing vulnerable tenants, the Housing Options team will provide evidence to support the rent being paid directly to you
- Tenancy support to ensure sustained tenancies

2.0 MAINTAINING A TENANCY

Raising rent in an Assured Shorthold Tenancy (AST)

There are three basic ways to increase the rent in an assured shorthold tenancy:

- by way of a rent review clause in the tenancy agreement;
- by agreement with the tenant; or
- by notice under Section 13 of the Housing Act 1988, as amended by the Regulatory Reform (Assured Periodic Tenancies Order) (Rent Increases) Order 2003.

Normally it is not possible to increase the rent during the fixed term of the tenancy unless either there is a valid rent review clause in the tenancy agreement, or the tenant agrees to the increase. If the tenant agrees this should be recorded, perhaps by getting the tenant to sign a new tenancy agreement. Alternatively a letter of agreement setting out the proposed rent increase and signed by the tenant may be acceptable if there is a rent review clause in the tenancy agreement.

If the tenancy agreement was initially for a fixed period, but the tenant has continued to live in the property after this period with the landlord's consent and it becomes a statutory periodic tenancy, the landlord can either agree a rent with the tenant or use the formal procedure under Section 13 of the Housing Act 1988. To do this the landlord needs to use a special form, which is obtainable from Law Stationers, some landlord associations, and some of the online services for landlords on the internet. The rent can only be increased under Section 13 after the fixed term has ended and can only be used once every 12 months.

If the tenancy is a fixed term or contractual periodic tenancy, the landlord can only change the terms of the tenancy if the tenant agrees. It is best to agree any changes in writing. Normally any changes are made by getting the tenant to sign a new tenancy agreement. If the tenancy is an assured shorthold tenancy, and the tenant refuses to co-operate you will have the option of serving a notice under Section 21 of the Housing Act 1988 [see Section 3.1 of this document] and ending the tenancy. Although rarely exercised, the landlord and the tenant both have the right to apply for an independent decision by a Rent Assessment Committee if new terms cannot be agreed.

Notice required before an increase

A landlord is required to give the tenant sufficient notice before a rent increase is to take effect and it should preferably be in writing.

For a monthly, weekly or fortnightly tenancy one month's notice of the intended increase is required. For a yearly tenancy, a period of six months' notice is required before the increase can be put into effect.

The date on which the new rent is required must not be earlier than a year after the date when the rent was last increased using a Section 13 notice. If a new tenancy is in place then the date should not be any earlier than a year after the date when the tenancy started.

The rent increase must begin on the same day of the month that the tenancy started, not another day of the month. For example, if the tenancy started on the 28th of the month, and the rent is paid monthly, then the new increased rent should also be due on the 28th of the month.

Any rent increases need to be "reasonable" and should be linked to something neutral such as the retail price index. Otherwise your terms may be determined to be void under Unfair Terms in Consumer Contract Regulations 1999.

2.1 REPAIRS AND RESPONSE TIMES

In addition to any repair responsibilities expressly set out in the tenancy agreement, common law and statute will imply terms to the agreement between landlord and tenant. These are obligations between the landlord and tenant which may not be set down in the agreement but which are given by law and are implied into all tenancy agreements. These terms form part of the contract, even though they may not have been specifically agreed between the two parties.

Information on landlord's responsibilities for gas and electrical safety, furnishings and fire safety and obligations under the Housing Health and Safety Rating System can be found in the Property Standards Checklist in section 1.1 of this document under the following:

Landlords are specifically responsible for the repair and maintenance of the following:

- Structural problems or anything involving the outside of the building (including problems with pipes, drains and gutters).
- Problems associated with utility supplies such as water, gas and electricity.
- Broken water heaters, radiators or other heat sources.
- Plumbing problems or anything affecting baths, showers, sinks or toilets.
- Large electrical appliances such as refrigerators, freezers, dishwashers and washing machines (if supplied by the landlord)
- Insulation issues or structural damage brought about by damp.
- Any furniture or accessories supplied with the accommodation that experience problems due to age or "normal" wear and tear.

As a general rule the building itself and the immediate surroundings should be able to withstand normal weather conditions, and normal use by tenants and their visitors. It must be in a reasonable state of repair both internally and externally, and in a clean and decent state at the start of the tenancy. There should be no dampness either in the form of rising damp, penetration from the outside or condensation.

Statutory and Common Law requires that there should be no unacceptable level of risk to the health or safety of the occupiers or their visitors.

The main implied terms in respect of common law in relation to repairs are:

- Quiet enjoyment - this is a general standard clause implied into all tenancies which entitles the tenant to live in the property without disturbance (it does not mean that the property must be quiet or that the tenant must enjoy it!). Whilst this term primarily relates to Harassment or Illegal Eviction it has been held that breach of the repairing covenants can also be considered to be breach of the covenant of quiet enjoyment.
- Any residential premises should provide a safe and healthy environment for any potential occupier or visitor.
- The tenants' obligation to use the property in a 'tenant like manner'. This has been defined in the case law as "to do the little jobs about the place which a reasonable tenant would do" such as unblocking sinks when blocked by waste
- Not to commit waste - waste is any act or omission which results in a permanent change to the premises

Repair response times:

As an Accredited landlord it is expected that you would respond to repairs within the following timescales under normal circumstances:

Priority One - Emergency Repairs: any repairs required in order to avoid an imminent danger to health, risk to the safety of residents or serious damage to buildings or internal contents - within 24 hours of report of defect. In circumstances where this is not practicable, landlords will make best temporary arrangements.

Priority Two - Urgent Repairs: repairs to defects, which materially affect the comfort or convenience of the residents - within five working days of report of defect.

Priority Three - Non Urgent day to day repairs: reactive repairs not falling within the above categories - within 28 working days of report of defect.

With the exception of Emergency Repairs the date on which the repair was reported to the landlord or agent (where applicable) shall be the start date for the repairs completion timescale.

The standard of repair necessary will vary depending on the 'age, character, and prospective life of the property and its location'. So a landlord need not maintain a tatty run-down property in an inner city area to the same high standards expected in an expensive central city apartment.

2.2 PLANNED ENERGY EFFICIENCY MEASURES AND ONGOING MAINTENANCE

The introduction of Energy Performance Certificates (EPC) for privately rented dwellings signalling a sea change in attitudes towards energy efficiency. Although the recommendations put forth as part of the EPC are not mandatory they can be a useful guide for planning energy efficiency into your property maintenance schedule. There is support available for installation of various energy efficiency measures, which coupled with the increased value and desirability of the property, can make energy efficiency improvements worthwhile. Expensive or inadequate heating, which is often attributed to lack of efficiency measures (such as loft, cavity wall insulation and double glazing), is a major reason for tenants choosing to end a tenancy.

Advantages to landlords include:

- Decreased voids
- Improved property values
- Market advantage

Current Assistance for landlords/Tenants

- GoWarm Telephone: 01642 605130
- ECO (Energy Company Obligation)
<https://www.ofgem.gov.uk/environmental-programmes/energy-company-obligation-eco>
- Warm Home Healthy People
<https://www.stockton.gov.uk/health-and-wellbeing/warm-homes-healthy-people-scheme/>

Additional help for qualifying tenants of private landlords

There are various schemes that may apply if your tenants receive a disability or income related benefit. These schemes typically cover the following measures

- loft insulation
- cavity wall insulation
- draft proofing
- hot water tank insulation
- central heating

Contact the Private Sector Housing Officer for information on current schemes by ringing; 01642 528533 or emailing privatesectorhousing@stockton.gov.uk

Additional information and tips specifically can be found through the Energy Savings Trust. (EST) <http://www.energysavingtrust.org.uk/> Their website will have the latest information available, including grants and energy saving tips.

Building regulations often dictate that material alterations will have to comply with CO2 Emission rates. (Building Regulations Part L 2006). If you are in doubt check with Building Control officers.

2.3 TENANCY SUPPORT

Most landlord tenant relationships are positive for both parties and do not require any external assistance. For the most part good landlords set the ground rules early by having well maintained properties that good tenants want and clear policies and procedures to avoid any misunderstandings.

Having said that things can still occasionally go wrong. As with all aspects of your business it is important to have a plan for those circumstances. Although each situation will be unique the following steps should be considered.

Options for the resolution of problems in landlord and tenant relations;

Take steps to avoid problems in the first place. If your tenants have concerns, listen to them. Keep in regular contact with tenants, this will help build rapport so that they will speak to you if there are problems and not avoid your calls

- discuss problems with tenants and try to negotiate solutions.
- keep records/log books of all interactions with tenants.

There are numerous ways the Council can help to resolve any landlord / tenant difficulties from advice and support on how to tackle anti-social behaviour to financial planning or life skills. The best advice is to address the issue early.

3.0 ENDING A TENANCY

In general neither the landlord nor the tenant can legally end the tenancy during the fixed term (usually the first 6 months of an assured shorthold tenancy).

Exceptions for the tenant are if;

- with the landlord's agreement; or
- if this is allowed for by a break clause in the tenancy agreement

If the landlord does not agree and the tenant moves out regardless, the tenant is contractually obliged to pay the rent for the fixed term. However the landlord has a duty to mitigate the tenant's obligation by re-letting the property as soon as is practicable.

Exceptions for the landlord are if;

- there has been a breach of the tenancy and the tenancy agreement has a clause in it providing for possession on these grounds.

3.1 GROUNDS FOR POSSESSION

If the tenancy started on or after 28th February 1997 it is automatically an assured short-hold tenancy (unless proper notice has been given to the tenant to the contrary) and landlords have a right to recover possession using the Housing Act 1988 Section 21 procedure, unless specifically prohibited.

Note that when using this procedure the judge cannot grant an order for possession during the fixed term of the tenancy. For example if you grant a tenancy for a period of six months from 1 January and issue a Section 21 notice on the second day of the tenancy, you will be able to issue proceedings for possession shortly after the fixed term has expired, i.e. in early March. However, when making the order for possession the Judge cannot order that possession be given earlier than 1st July.

This 'moratorium' (as it is called) does not apply to second or subsequent tenancies of the same property.

A Section 21 notice is considered an appropriate course of action to use if you wish to evict your tenant for any reason, be it rent arrears, disruptive/anti-social behaviour, or simply because you want the property back for your own use. Indeed there is no need to mention in the court papers the reason why you are seeking possession.

For any assured shorthold tenancy created from 1st October 2015 landlords *cannot* use a Section 21 Notice for possession unless they have provided the tenants with:

1. **Valid Energy Performance Certificate**
2. **Valid Gas Safety Certificate**
3. **The prescribed information under a Government Approved Tenancy Deposit Protection Scheme**
4. **A copy of the DCLG (Department for Communities and Local Government) booklet entitled 'How to rent; the checklist for renting in England'****

Additionally a landlord must have provided an adequate response (within 14 days) to any written complaint regarding the tenants housing conditions.

Retaliatory Evictions

The term retaliatory eviction refers to landlords that choose to evict tenants in response to a complaint about repairs or the condition or management of the property. The Deregulation Act is attempting to stop retaliatory evictions by making it necessary for landlords to provide an adequate response (within 14 days) to a written complaint regarding property conditions from the tenant. If the landlord does not and the local authority then decides to serve an Improvement Notice or carries out emergency remedial works themselves, then, in addition to any costs for the service of a notice, the landlord will not be able to serve a section 21 notice until the works are carried out and signed off by the local authority.

Additionally, there will be a new section 21 form; form 6A. It must be used for any new or replacement tenancy issued after 1 October 2015. [It can be found here](#). You can also use the new form for tenancies pre-dating 1 October but, if you do, you must have complied with the new regulations. If you have not complied with those, you will have to continue to use whatever form of the notice you used previously. From 1st October 2015 section 21 notices will have a limited life span. You will not be able to serve a section 21 notice during the first four months of the originating tenancy and the notice will only last for six months from the date of service. Therefore, if you do not issue possession proceedings during the six months from the date of service you will need to serve a new notice and wait for it to expire before applying to the courts for a possession order.

As you may have to evidence compliance with the above it would be considered good practice to have the tenant sign to acknowledge receipt of the information [listed above](#) as part of their tenancy agreement. You can access a copy of a model tenancy agreement here: <https://www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy>

*You can find the checklist via this link: <https://www.gov.uk/government/publications/how-to-rent>. Landlords can print off copies to give to tenants or they may provide an email link to the document if the tenant agrees to receiving the document in an email.

If these requirements are met, and you also have a written tenancy agreement you could use the quicker and cheaper 'accelerated possession procedure'. There are numerous other grounds detailed in the booklet "Assured and Assured Shorthold Tenancies A guide for landlords".

3.2 RETURN OF DEPOSITS

Any deposits taken by a landlord or letting agent for ASTs since 6th April 2007, must be protected in a government authorised tenancy deposit protection scheme.

At the beginning of a new tenancy agreement, the tenant pays their deposit to their landlord or agent as usual. The landlord or agent must then ensure it is protected under the terms of the scheme.

Landlords and agents have a choice of three scheme providers, offering two types of scheme to protect the deposit.

Custodial schemes

Money is held by the scheme until it is time for it to be repaid at the end of the tenancy. The custodial scheme is free to use. The landlord simply puts the deposit into the scheme at the beginning of the tenancy. There is one custodial scheme provider.

Insurance-based schemes

Under the insurance schemes the landlord keeps the deposit, and pays the insurance scheme to insure against the landlord failing to repay the tenant any money due to him. There is a choice of two insurance-based schemes.

Protecting the deposit

Within a maximum of 30 days from when you take a deposit, you must provide your tenant with details of how the deposit is being protected including;

- the contact details of the tenancy deposit scheme
- the contact details of the landlord
- how to apply for the release of the deposit
- information explaining the purpose of the deposit
- what to do if there is a dispute about the deposit

Tenants have a responsibility to return the property in the same condition they took it on.

At the end of a tenancy the condition and contents of the property should be checked against the agreement made at the start of the tenancy. The landlord or agent then agrees with the tenant how much of the deposit will be returned to them. Within 10 days the agreed amount of the deposit will be returned to the tenant.

Resolving disputes

If no agreement can be reached about how much of the deposit should be returned, you should contact the scheme provider.

If landlords do not protect deposits as prescribed your tenants may apply to their local county court. If a landlord or agent has not protected a deposit, they may be ordered to repay three times the amount of the deposit to the tenant.

3.3 ILLEGAL EVICTION

The Protection from Eviction Act 1977 makes it a criminal offence for any person to unlawfully deprive a 'residential occupier' of the right to occupation of the premises. A person found guilty of an offence under the Protection from Eviction Act 1977 shall be liable on summary conviction to a fine not exceeding £400 or to imprisonment term of up to 6 months, or both on conviction on indictment of an unlimited fine or to imprisonment for a term of up to 2 years, or both. The only legal way you can evict a tenant is by obtaining a court order. Any term in the tenancy agreement that says otherwise will be void.

Residential Occupier' is defined in the Protection from Eviction Act 1977. It covers virtually everyone living in residential accommodation and will certainly cover all tenants who rent from private landlords.

The act does specify certain classes of occupier where this does not apply, in particular lodgers who share living accommodation with their landlords, but even here eviction must not involve any force.

To lawfully evict a tenant you must first serve the appropriate Notice, and upon expiry of a valid notice you can apply to the courts for a Possession Order. If the tenant has still not vacated the property by the date specified in the possession order you must then apply to the courts for a Warrant of Possession. It is only the County Court Bailiff who can enforce the Warrant of Possession.

Harassment

It is a criminal offence under the Protection from Eviction Act 1977 for any person to harass a Residential Occupier in such a way that as a result they could be expected to give up their accommodation.

The key elements of harassment are defined as;

1. acts likely to interfere with the peace and comfort of the Residential Occupier OR
2. the persistent withdrawal of essential services

AND EITHER;

3. is committed by any person with the intention of causing the Residential Occupier to leave OR
4. is committed by any person with intent to stop the Residential Occupier pursuing their legal rights (for example, complaining about disrepair)
OR
5. is committed by a landlord or agent who knows or has reasonable cause to believe that a likely result of their acts is that the Residential Occupier leaves, or causes them not to pursue their legal rights.

Common acts of harassment can include;

- threats of violence or unlawful eviction
- disconnecting gas, electricity or water
- deliberately disruptive repair works
- frequent visits, at unreasonable hours
- entering the property without the tenant's permission.

Local authorities may prosecute landlords who harass tenants. The penalties are the same as for unlawful eviction. If therefore you receive a letter from your local authority regarding alleged harassment, you should take this very seriously. Be very careful with your dealings with tenants and keep a detailed record of all meetings and telephone conversations.