

The Unipol Code (~~2023-2026~~~~2020-2023~~)

For Shared Student Housing in the Private Rented Sector in Nottingham

The purpose of the Unipol Code is to enable ~~Members~~ ~~Owners~~ and Tenants to agree a set of undertakings about how they wish to do business with one another.

The criteria in the Unipol Code have been chosen to reflect a balance of common sense obligations and responsibilities between ~~owners~~ ~~members~~ and tenants and set standards which are achievable by owners and tenants without significant expenditure of time and money and without prejudice to their respective

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Compliance with the Unipol Code will ensure that:

- Both owners and tenants enjoy the benefit of good standards of housing management and practice
- Misunderstandings and disputes are reduced
- Where problems do occur they are promptly resolved

Unipol will ensure that the fact that an owner has agreed to comply with the Unipol Code will be made explicit on property advertisements, which will be given priority within Unipol's letting system and the Unipol Code will be actively promoted amongst students searching for housing. It is the policy of the two Universities and their students' unions in Nottingham to encourage their students to rent a property where the owner is a member of the Unipol Code or Nottingham Standard.

Adoption of the Unipol Code by an owner is voluntary. Making a commitment to abide by the Unipol Code is a serious matter and a failure to meet such a commitment is a breach of faith. Unipol tests owners for the purpose of ascertaining compliance with the Unipol Code and tenants can complain where they feel a breach has occurred. Information showing that owners are not complying with the Unipol Code is in the public domain and will remain accessible for three years even if the owners leaves, or is removed from the Unipol Code.

IMPORTANT NOTE: Licensing

In the case of properties which fall under Mandatory, Additional or Selective licensing, where a licence includes a particular condition that is different to a requirement of the Unipol Code, then compliance with the licence condition will take **precedence**.

RELATIONSHIP BETWEEN THIS UNIPOL CODE AND THE NOTTINGHAM ~~RENTAL~~ STANDARD

The Nottingham ~~Rental~~ Standard is an initiative which brings together the main accreditation schemes in Nottingham, of which Unipol is one. It is saying that by being in one of those schemes you are meeting a standard of accommodation which gives assurance to tenants and the Council about the quality of the home you are letting out. By becoming accredited with Unipol you are automatically entitled to carry the 'Nottingham ~~Rental~~ Standard'.

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The Nottingham ~~Rental~~ Standard incorporates a register of accredited landlords for tenants to view. Therefore it is important that you tell Unipol if you do not wish to be included in the Nottingham Standard.

THIS CODE OPERATES FROM 1st AUGUST 20~~23~~³⁰ TO 31ST JULY 20~~23~~²⁶

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EQUAL OPPORTUNITIES

1.00 ~~In all dealings with tenants (both past, actual and prospective) no person is treated less favourably than any other because they have a protected characteristic (age, disability, gender reassignment, marital or partnership status, pregnancy, maternity, race, religious or philosophical belief, sex or sexual orientation) or because of their colour, ethnic or national origin, appearance or social status.~~

~~In the provision and letting of housing or associated services and in the letting of contracts for services, no person or group of persons applying will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, appearance, marital status, sexual orientation or social status.~~

Commented [MA1]: Updated protected characteristics.

2.00 All property details are reported accurately without misrepresentation to prospective tenants.

2.01 If 'To Let' boards are used when advertising any properties located within Nottingham City Council's designated areas restricting the use of such boards, then they should comply with the NCC Code relating to these. Where 'To Let' boards are used outside of the NCC Code areas, owners are advised to adopt the NCC guidelines when using 'To Let' boards.

2.02 All prospective tenants are granted an opportunity to view the property, having due regard to the rights of existing tenants.

2.03 Interested parties are provided with a copy of any contractual terms under which a property is offered, such terms to include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. Interested parties are, when specifically requested, permitted not less than 24 hours within which to seek independent advice regarding those contractual terms.

2.04 No monies for deposits or rent are demanded prior to entering into either an Agreement to Rent the property or a letting agreement.

2.05 ~~Tenancy agreements do not contain any unfair terms (as defined in the Part 2 of the Consumer Rights Act 2015) or any terms or conditions that conflict with the tenant's statutory or common law rights or the provisions of this Code. It may be useful for owners to make use of the relevant Unipol model tenancy agreement;~~

~~A full set of agreement/s are issued to the tenant/s at the grant of the tenancy written in type size of not less than 8 point containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this Code.~~

Commented [MA2]: Improved wording and inclusion of the Consumer Rights Act 2015. Amalgamated clauses.

2.078 Where a landlord/agent charges any fees, they make it clear in writing what the charges are, what they are for and any terms under which the monies will be refunded. Where a landlord/agent charges any fees, they must comply with the Tenant Fees Act 2019 (<https://www.gov.uk/government/collections/tenant-fees-act>).

Rent Liability

2.089 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.

Water Charges

2.0910 The owner clarifies whether s/he retains responsibility for payment of water charges, utility charges and Council Tax, or whether these charges fall to the tenants to pay and that this division of responsibility is accurately reflected in the terms of the letting agreement. The division of responsibility, utility management company fees and any "fair use caps/limits" for energy use must be accurately reflected in the terms of the letting agreement.

Utility Charges (Gas, Electricity and Telephone)

2.110 Where any service charges are levied by the owner, that such services and charges are

properly specified and detailed in the letting contract. Where tenants are responsible for utility charges they must have reasonable access to any meters that record their utility usage.

Wifi

2.11 Where WiFi is referred to it should be made clear whether this is being provided within the rent or at an additional cost; it should also make clear exactly what sort of provision is being made available to users, especially where the 'free' elements cover only a base service and a charge is made for enhancements to this.

Commented [MA3]: New clause to reflect Wifi included as part of tenancy agreements.

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2.12 Written receipts are issued, where requested by a tenant or future tenant, for all monies demanded whether for rent, deposit (in accordance with the requirements of the relevant tenancy deposit protection scheme), utility or service charges. Where transactions are undertaken in cash a written receipt will always be provided by the Owner.

Identity and Address

2.13 The name and current address of the property owner or the manager of the property is stated on the agreement together with the address, email and telephone numbers of any managing agent or person or organisation stated. The name and current address of both the property owner and the manager of the property (where both are applicable) will be provided to Unipol on request.

2.14 At the commencement of the tenancy or other date mutually agreed with the tenants all obligations on the part of the owner in regard to the repairs and property maintenance and improvements to the property have been fully discharged.

2.15 At the start of the tenancy the landlord will ensure the property is clean, including the cooker. Where this has not been achieved and there is a material effect on the comfort and convenience of the tenants, the landlord will inform the tenants of the timescales in which the property will be cleaned; it is expected that these timescales will reflect a Priority 2 Urgent response, within 5 working days.

2.16 Tenants are provided with the latest edition of 'How to rent: a checklist for renting in England' at the commencement of the tenancy agreement.

Commented [MA4]: New clause to reinforce requirement for landlords to provide the *How To Rent Checklist*.

2.17 In the event that following the commencement of a tenancy a property or room/s is/are not ready for occupation ("not ready" to be interpreted as where the property room/s cannot be used for their intended purpose) on the date that the tenancy begins then suitable alternative accommodation will be provided by the owner if required by the tenant in the event that this is not covered by an agreement and no rent will be payable for the property room/s that are unusable during that period. A kitchen that is unusable would count as a 50%. ~~No rent should be payable if a sole bathroom is unusable for any period over 24 hours, rent reduction on the property rent as would a sole bathroom.~~

Commented [MA5]: Instances in which the sole bathroom within a property cannot be used would require a 100% reduction in rent, rather than 50%.

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2.18 In the event that the tenant has agreed that the landlord can undertake the works, within an agreed timescale rendering the property room/s unoccupiable during the tenancy, this must be agreed in writing and the absence of any such agreement, signed by both landlord and tenant would mean that consent had not been given.

Marketing the Property as Part of the Unipol Code

2.19 In marketing owners should use the phrase "Unipol Code" or "Unipol Code Owner" or "Member of the Unipol Code" to describe themselves, and "Unipol Code Property" or "Property meets the Unipol Code" to describe a property.

DURING THE TENANCY

Owners will ensure that:

HMO Licensing

3.00 Where HMO mandatory licensing, additional or selective licensing applies (under Parts II and III

of the Housing Act 2004) they have a current HMO licence or have made application for an HMO licence and that those properties meet or will comply with licence conditions within the timescales specified on each licence. All non licensable properties should meet with the relevant Local Authority's Advisory Standards which are generally available on www.nottinghamcity.gov.uk, www.broxtowe.gov.uk and www.rushcliffe.gov.uk (type HMO into the search engine) or should comply within any timescale agreed with the Council.

Tenancy Data Protection

3.01 Tenant data will be fairly and lawfully processed in accordance with GDPR and the Data Protection Act 2018.

Commented [MA6]: New clause.

Ensuring Possession

3.032 All statutory notices seeking possession are served on incumbent tenants in order to mitigate any delay and hardship caused to the owner and incoming tenants that may be caused where existing tenants refuse to give up possession at the end of their contractual tenancy.

Informing Tenants of the Unipol Code

3.043 A copy of the Unipol Code will be made available to all tenants. This can be done through a link on the owner's website, by giving the tenant information about where the Code is on Unipol's website or a paper copy of the Code can be given to the tenant/s. Any web links must display the Unipol Code logo in a clear manner.

First Refusal

3.054 Subject to reasonable performance by tenants of their obligations under the terms of their existing tenancy the incumbent tenant/s or the Joint Tenancy are offered first refusal for any subsequent letting of the property.

Access

3.065 Where access is required for routine inspection/s, the tenants must receive notification of the date time and purpose of the visit not less than 24 hours in advance, except in the case of an emergency or if shorter prior permission has been given by the tenant, and that tenant privacy and entitlement to freedom from unnecessary intrusion is respected.

3.076 Business is pursued by the owner/agent in a professional, courteous and diligent manner at all times.

3.087 All properties are maintained in a satisfactory state of repair and in full compliance with the provisions of section 11 of the Landlord and Tenant Act 1984 and the Homes (Fitness for Habitation) Act 2019.

Repairs and Maintenance

3.098 Under normal circumstances the following repairs completion performance standards should be achieved: Priority One – Emergency Repairs: Any repairs required in order to avoid a danger to health, risk to the safety and security of residents or serious damage to buildings or residents' belongings. Within 24 hours of report of defect. Priority Two – Urgent Repairs: Repairs to defects which materially affect the comfort or convenience of the residents. Within five working days of report of the defect. Priority Three – Non Urgent day-to-day repairs: Reactive repairs not falling within the above categories. Within 28 days of report of defect or by arrangement with the occupiers after that time.

3.1009 Tenants are provided with a point of contact in case of emergencies.

Planned Programmes of Repair/ Improvement and Cyclical Repairs Programmes

3.101 Maintenance and servicing tasks which can be carried out in a planned and cyclical manner such as gas appliance servicing, electrical inspections and related works, fire detection and

equipment servicing, gutter clearing and window cleaning, exterior and interior painting are carried out with due regard to the convenience of occupants.

3.124 Where a dispute occurs between the owner and tenant/s as to when a repair has been reported then the date on which the repair was reported to the owner in writing shall be the accepted date.

3.132 Where reasonable and practical, to provide notification to occupants prior to attendance by contractors to undertake repairs.

3.143 That contractors and trades persons remove all redundant components and debris from site on completion of works in a reasonable time and behave in a professional and courteous manner at all times.

Furniture and Storage Space

3.145 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains/blinds which are properly hung/ fitted.

3.165 All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply, as appropriate, with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 <http://www.legislation.gov.uk/ukxi/1988/1324/contents/> made.

3.176 Kitchens should meet with the relevant Local Authority's advisory standards, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards. More information can be found by visiting: www.nottinghamcity.gov.uk, www.broxtowe.gov.uk and www.rushcliffe.gov.uk.

Toilet and Personal Washing Facilities

3.187 Where amenities are shared an adequate number of suitably located baths and/or showers and wash hand basins are provided with constant hot and cold running water supplies and in a ratio of amenities to occupants that does not exceed 1:5.

3.198 Where amenities are shared an adequate number of suitably located WC's are provided and in a ratio of amenities to occupants that does not exceed 1:5.

3.2019 Where there are up to four occupants sharing facilities, the WC may be located within the bathroom. Where five or more occupants are sharing, a WC must be located separate from the bathroom for every five occupants, however where a WC is located within an additional bathroom it is satisfactory as a 'separate WC' provided that the bathroom is shared by no more than four people.

Occupiers	Shared WCs	Shared Baths or Showers	Wash hand basins
Up to 4	1	1	1
5	1	1	2
6	2	2	2
7	2	2	3
8	2	2	3
9	2	2	3
10	2	2	4
11	3	3	4
12	3	3	4
13	3	3	5
14	3	3	5
15	3	3	5

3.210 Where a WC is located in a separate compartment then a wash hand basin with hot and cold running water should also be provided within the same compartment.

3.224 Where a shower/s is/are provided, they will be fitted with a waterproof surround and a screen (which could be a curtain). Where a shower is provided, a suitable electrically operated extractor fan shall be fitted in accordance with Building Regulations.

HEALTH AND SAFETY

Owners will ensure that:

Housing Health and Safety Rating System

4.00 The property and boundary is maintained, as reasonably practicable, free of any avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System (see schedule attached to this Code). Particular attention should be paid to hazards such as excess cold, damp and mould, noise, falls on stairs or between levels, fire and entry by intruders.

Gas Appliances and Supply

4.01 All means of use and supply of mains gas and alterations and repairs to gas installations shall comply with the current Gas Safety (Installation and Use) Regulations.

4.02 All gas appliances will be serviced annually by a Gas Safe registered engineer. Verification of the gas safety check will be provided to all new tenants at the start of the tenancy, and copies of the gas safety check record for any subsequent safety checks undertaken during the period of the tenancy will be supplied to tenants within 28 days of that safety check being conducted.

4.03 All repairs to gas supply pipe work and appliances will be carried out by registered a Gas Safe registered engineer.

4.04 Clear written instructions for the safe use of all central heating and hot water systems will be made available.

Liquefied Gas/ Paraffin Heaters and Appliances

4.05 No form of bottled gas or paraffin heaters will be provided by the owner as a heating source.

4.06 All properties will comply with the Smoke and Carbon Monoxide Alarm Regulations [2022](https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords/the-smoke-and-carbon-monoxide-alarm-england-regulations-2015-ga-booklet-for-the-private-rented-sector-landlords-and-tenants-2015). ~~Any rooms containing combustion appliances should be fitted with a carbon monoxide (CO) detection conforming to BSEN50291: <https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords>; 2015. Where a working gas fire is situated in a bedroom, or solid fuel combustion appliances are used in other living accommodation, a carbon monoxide (CO) detector conforming to BSEN50291 should be fitted in each affected room: <https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords>.~~

Commented [MA7]: Updated to latest version (2022).

Owners will ensure that:

Electrical Installations and Appliances

4.07 ~~All electrical installations are certified as safe by a professionally competent electrician, preferably one that is Improved/updated wording. Agreed. 5 registered with NICEIC – [A 'Competent Person' is a firm that has been approved by a government-approved scheme as sufficiently competent to self-certify that its work complies with the Building Regulations Part P (Design and Installation of electrical installations) and is designed, installed, inspected and tested to the standard required by BS 7671] in accordance with the current relevant Electrical Regulations. A document of verification shall be obtained for a maximum of five years (or as stated on the current relevant paperwork i.e. a shorter time period) showing the electrical wiring of properties is in a safe and satisfactory condition; registered with NICEIC – A 'competent person' is a person/firm that has been approved by a government-approved scheme as sufficiently competent to self-certify that its work~~

complies with the Building Regulations Part P (Design and Installation of Electrical Installations) and is designed, installed, inspected and tested to the standard required by BS7671. The member will comply with the inspection and reporting obligations in The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020;

All electrical installations provided by the owner are certified as safe by a professionally competent electrician, preferably one that is registered with NICEIC — [A 'Competent Person' is a firm that has been approved by a government approved scheme as sufficiently competent to self-certify that its work complies with the Building Regulations Part P (Design and Installation of electrical installations) and is designed, installed, inspected and tested to the standard required by BS 7674] in accordance with the current relevant Electrical Regulations. A document of verification shall be obtained for a maximum of five years (or as stated on the current relevant paperwork i.e. a shorter time period) showing the electrical wiring of properties is in a safe and satisfactory condition.

4.08 All additions, alterations and improvements to existing electrical installations and all new installations comply with applicable Building Regulations and BS7671 and are covered by an Electrical Installation Certificate or (as appropriate) a Minor Electrical Installation Works Certificate; All repairs and improvements in electrical wiring installations comply with the current Institute of Engineering and Technology (IET) IEE Wiring Regulations.

Commented [MA8]: Improved wording and inclusion of 'The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020'.

Commented [MA9]: Improved/updated wording.

Standard and all appliances will be installed in accordance with Manufacturers' instructions.

4.10 All electrical appliances provided by the owner are functioning in accordance with manufacturers' operational limits and are capable of being operated in a safe manner. Appliances are regularly visually inspected for wear and tear and any defects remedied.

4.11 Residual current device (RCD) protection should be provided to all consumer units.

4.12 Instructions for the safe use of all electrical appliances (including cookers, space and water heaters, fridges and freezers) will be made available on request.

Fire Detection and Alarm Systems

4.13 Where there is a duty to carry out a fire risk assessment on common areas of a dwelling under the Regulatory Reform (Fire Safety) Order 2005 (known as the FSO), the landlord/agent will undertake such an assessment and a copy of that shall be made available to Unipol within 14 working days of such a request being made. Where a house is let as a shared house on a single tenancy, then there are no 'common parts', so a risk assessment is not required under the regulations. Further guidance is provided by LACoRS. Available on the Unipol Website www.unipol.org.uk and search for 'LACoRS' The appendix to the guidance provides an example form.

In addition, the following standards apply to shared properties according to the number of storeys and tenants – this information is supplied in grid format at the end of the document:

4.14 Single household and/or two unrelated persons (with up to 4 storeys)

- An interlinked LD2 Grade D1 AFD system is required as a minimum, with smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), in any cellar and in the living room, plus a heat detector in the kitchen;
– FD30S fire door required to the kitchen (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals).

4.15 Shared HMOs (with up to 2 storeys)

- An interlinked LD2 Grade D1 AFD system is required as a minimum, with smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), in any cellar and in the living room, plus a heat detector in the kitchen;
– FD30S fire door required to the kitchen (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals).

Shared HMOs (with 3-4 storeys and up to 4 tenants)

- An interlinked LD2 Grade D1 AFD system is required as a minimum, with smoke detection and sounders on every level of circulation space, in basements and in the living room(s), plus a heat

detector in the kitchen;

- FD30S fire door required to the kitchen (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals) and FD30 fire doors to any risk rooms which open onto the route of escape (including living rooms). Bedrooms should be fitted with FD30 fire doors, but existing doors which are self-closing, solid, close fitting and capable of providing 20 minutes fire separation may be accepted.

Commented [MA10]: Updated in accordance with NCC's requirements.

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Shared HMOs (with 3-4 storeys and 5 or more tenants)

- An LD1 Grade D1 AFD system is required as a minimum, with smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), in basements, in the living room(s) and in all bedrooms, plus a heat detector in the kitchen;

- FD30S fire door required to the kitchen (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals), plus a 30 minute protected route of escape with all bedrooms and living rooms fitted with quality assured, closely fitting FD30S fire doors (with effective overhead hydraulic self-closers, intumescent strips and cold smoke seals).

Shared HMOs (with 5 or 6 storeys)

- An LD1 Grade A AFD system is required as a minimum, with smoke detection and sounders on every level of circulation space (including stairwells, corridors and lobbies that form part of the escape route), in basements, in the living room(s) and in all bedrooms, plus a heat detector in the kitchen. The detectors must be linked to a control panel and the system should incorporate manual call points on landings and next to final exits;

- A full 30 minute protected route of escape is required (as above), with self-closers, intumescent strips and cold smoke seals on all fire doors;

- Emergency lighting required along route of escape; plus fire separation of top floor in 5 storey/top two floors in 6 storey properties; plus lobby protection to all floors except the top floor and a secondary route of escape from the top floor (top two floors in 6 storey properties).

4.16 Bedsit-type HMOs (with up to 2 storeys)

- A mixed grade system is required, comprising of an interlinked LD2 Grade D1 system, with smoke detection on in stairwells, corridors and lobbies that form part of the communal escape route and a heat detector in each bedsit; plus a stand-alone (non-interlinked) Grade D1 smoke alarm in each bedsit;

- FD30S fire door/s (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals) required to each flat/bedsit entrance and any other risk room which opens onto the route of escape.

Bedsit-Type HMOs (3 and 4 storey)

- A mixed grade system is required, comprising of an LD2 Grade A AFD with smoke detection in stairwells, corridors and lobbies that form part of the communal escape route and an interlinked heat detector in each bedsit (these detectors must be linked to a control panel and the system should incorporate manual call points on landings and next to final exits); plus, a non-interlinked Grade D1 smoke alarm in each bedsit;

- FD30S fire door/s (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals) required to each flat/bedsit entrance and any other risk room which opens onto the communal route of escape.

Bedsit-Type HMOs (5 and 6 storey)

- As above in terms of both the protected route of escape and AFD system, with addition of emergency lighting throughout the route of escape, fire separation between across stairs to upper floors, lobbies to room entry doors and a secondary route of escape from the top two floors (in 6 storey properties).

4.17 Buildings converted into self-contained flats (up to 2 storeys)

- A mixed grade system is required, comprising of an LD2 Grade D1 system to protect common areas, with smoke detection in any stairwells, corridors and lobbies that form part of the communal escape route and a heat detector in each flat (in the lobby/hallway which opens onto the route of escape); plus, a separate LD2 Grade D1 system in each flat, incorporating smoke detection in corridors/lobbies

and in the living room, plus a heat detector in the kitchen;

- FD30S fire door/s (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals) required to each flat entrance and any other risk room which opens onto the communal route of escape;
- An FD30S fire door (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals) is required to kitchens.

Buildings converted into self-contained flats (3 and 4 storey)

- A mixed grade system is required, comprising of an LD2 Grade A system to protect the common areas, with smoke detection in any stairwells, corridors and lobbies that form part of the communal escape route and a heat detector in each flat (in the lobby/hallway which opens onto the route of escape); plus, a separate LD2 Grade D1 AFD in each flat, incorporating smoke detection in corridors/lobbies and in the living room(s), plus a heat detector in the kitchen. The LD2 Grade A system should be linked to a control panel in the ground floor communal hallway and incorporate manual call points along the route of escape;
- FD30S fire door/s (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals) required to each flat entrance and any other risk room which opens onto the communal route of escape;
- An FD30S fire door (with an effective overhead hydraulic self-closer, intumescent strips and cold smoke seals) is required to kitchen.

Buildings converted into self-contained flats (5+ storey)

- As above but with the addition of emergency lighting throughout the route of escape and fire separation across the stairway between second and third floors and between fourth and fifth floors.

4.18 Owners should ensure that Fire Alarm Systems and equipment are properly checked and maintained by a competent person annually, as a minimum, in accordance with BS5839 Part 1 Section 6 (a 'Competent person' is someone who is third party certificated by a UKAS accredited certification body, specifically to carry out inspection and servicing of fire detection and fire alarm systems). Grade A systems should be checked as a minimum every six months, other types of systems annually. A Fire Alarm System Test Report should be made available to Unipol on request.

4.19 All properties are provided as a minimum with fire safety measures that meet with sections 4.15, 4.16, 4.17 and 4.18 above; for other property types not covered above, the relevant Local Authority's current advisory Fire Safety Principles for properties of their type (individually determined by the Local Authority for properties not covered by those principles) will apply. The minimum requirement of which is the provision of a mains interlinked fire detection system throughout the common areas, which should include an interlinked heat detector in the kitchen and a smoke detector in the principle habitable room (LD2 Grade D1).

Cellars

4.20 In all cases, cellars/basements should be fitted with mains-wired fire detection, which is interlinked with the detection throughout the rest of the property. All basements/ cellars should contain fire separation between the basement and the ground floor, including the staircase soffit and spandrel, with a self-closing FD30S door fitted at the head of the basement stairs if the cellar opens on to the means of escape. Where the route of escape from basement habitable rooms passes through a risk room (such as a living room/kitchen), a suitable secondary means of escape should be provided at basement level.

Fire blankets

4.21 Each kitchen will be fitted with a fire blanket, situated a sufficient distance away from the cooker so as to be safely removed from its housing in the event of a fire on the cooker.

4.22 Particular care should be taken to ensure there is no build-up of combustible material around grills and ovens which can become a serious fire hazard. Owners should ensure the cooker is thoroughly cleaned at least once a year and that tenants are informed of their need to clean their cooker regularly and remedial action taken (at the tenants' Cellars Kitchen fire blankets expense if necessary) if the cooker remains hazardous.

Escape routes

4.23 All exit routes within a property, such as hallways, landings and staircases (so far as they are under the control of the owner/agent and as far as reasonably practical), will be maintained safe, unobstructed and free of fixtures, fittings and electrical appliances, to enable evacuation of the property in the event of fire.

4.24 The primary escape route should not pass through bedrooms, living rooms, or kitchens. If there is no alternative to this, then a suitable secondary means of escape is required. Additional fire separation and fire safety measures may also be required, where escape routes are complex, or long. Fire escape hatches are generally not considered to be a satisfactory secondary means of escape.

Commented [MA11]: Added at request of the local authority, as fire escape hatches are generally no longer accepted as a satisfactory secondary means of escape.

4.25 Escape windows and doors should be capable of being opened from the inside of the property without the use of a key. This includes bedroom doors from the inside of the room. Where windows have a low sill height (with a bottom opening area below 1,100mm from floor level), window restrictors/safety catches should be fitted. The restrictors should prevent the windows opening more than 100mm, but must be easily removable without the need for a key if the window is an emergency means of escape. Means of escape windows which can only be accessed via another occupant's bedroom may not be considered to be satisfactory by the local authority.

Commented [MA12]: Generally speaking, Nottingham City Council do not support the fitting of means of escape windows in occupied bedrooms, regardless of whether the bedroom door is fitted with a lock.

Emergency Lighting

4.26 Owners should undertake a risk assessment to determine whether emergency lighting should be installed where escape routes are long, complex or where there is no effective borrowed light.

Security Measures

4.27 External doors are of solid core timber or metal framed UPVC construction, or specialist laminated security doors in which all glazing is either wired or toughened and laminated glass. The door frames should be strong and well secured to the jambs. If a door is replaced it is recommended that the full door set will be replaced too, ensuring that this meets with BS: PAS 24: 2022 'doors of enhanced security' or is certified to the 'Secured by Design' standard (https://www.securedbydesign.com/images/HOMES_GUIDE_2023_web.pdf#page=36&zoom=100,0,0), 2016 'doors of enhanced security' – as a minimum (advice can be sought from Unipol on a case by case basis).

4.28 External doors should be fitted with a mortise lock with internal thumb turn allowing keyless escape from the building, using either a five lever mortise lock conforming to BS3621, or a euro cylinder lock. Existing suitable euro cylinder locks may be accepted, but any cylinder locks which are replaced should conform to the Sold Secure Diamond Security Measures Standard SS312 or TS007:2012 3 star rated, as a minimum. Door sets designed to BS: PAS24:2022 should meet these requirements.

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Commented [MA13]: Unipol acknowledge that suiting systems to BS3621 is not always possible, but efforts should be made to ensure that locks are suitable, anti-snap and fitted in accordance with manufacturers instructions.

4.29 All letter boxes located within 0.5 metres of any latch or thumb turn lock are fitted with a device - security cowl, letter plate deflector, or letter cage - which prevents thieves from putting their hands or gadgets through the letterbox and trying the latches from the inside. New door sets meeting BS: PAS24-1: 2016-2022 are designed with acceptable letter box restriction. Further guidance is available in the 'Secured by Design' standard.

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4.30 Ground floor and upper storey windows accessible from ground level or over a roof are of sound and secure construction (ideally to PAS 24:2022). All non-double glazed windows in these locations require a lock. Where key operated locks are fitted owners should ensure that tenants are provided with keys. It is recommended that all such windows (which are not fire escape routes) be fitted with window restrictors constructed from plastic metal or straps to help against opportunist theft. Where sash windows are fitted there should be a secondary catch which restricts opening to between 10 cm – 15cm. All escape windows/doors will allow escape from the building without the use of a key.

4.31 Security grilles are not necessary if good quality doors and windows are fitted and their use is strongly discouraged. Any security grilles fitted to exit doors must allow escape from the building without the use of a key. Security grilles on ground floor windows should only be fitted internally and, where they form part of the protected route of escape from fire, must be easily removable.

4.32 Tenants are provided with crime prevention information on moving in. Information is available through the Unipol Office.

4.33 It is recommended that a notice board is fixed solidly to a wall within a communal area of the property for the display of relevant information.

4.34 ~~Where an intruder alarm system is installed then it shall meet the requirements of BS EN 50131 (wired and wire free systems). All installations shall be in accordance with the current electrical regulations. Where burglar alarms are fitted, they should be in good working order and the alarm should be prevented from ringing for more than 20 minutes.~~ Equipment which has proved to be unreliable or ineffective should be replaced. It is recommended that burglar alarms are fitted by NSI or SSAIB approved contractors:-

4.35 Contractors and tenants should be supplied with the code numbers of alarms.

4.36 Door bells, where fitted, should be maintained regularly to ensure that they remain operational.

4.37 Hedges around external doors and windows are best kept trimmed low (usually no higher than 1m) wherever practical to avoid providing screening for burglars. Plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property.

4.38 Where CCTV cameras ~~or video doorbells~~ are fitted, they can only be located in the communal entrances/hallways of properties and on the exterior of buildings and not within dwellings. Any use of CCTV cameras must comply with relevant data protection legislation and give due regard to tenant privacy and entitlement to freedom from unnecessary intrusion.

4.39 ~~It is recommended that exterior dusk until dawn security lights are fitted to ground floor rear entrances where a garden or yard is present;~~

4.40~~1~~ All properties will be provided with an efficient and serviceable vacuum cleaner at the commencement of the tenancy.

4.42~~1~~ All floor coverings in kitchens, bathrooms and WCs are impervious and capable of being cleaned with suitable domestic disinfectant products.

4.43~~2~~ All properties will be provided with refuse disposal facilities sufficient for the number of occupants as defined by the appropriate Local Authority's Cleansing Department.

Pest Control

4.43 Landlords must take all reasonable measures to ensure that properties are let and remain vermin free throughout tenancies. Where vermin issues arise, the landlord must take reasonable steps to provide appropriate vermin control using professional pest control services where necessary. Premises and tenants should be managed to prevent any accumulations of waste that might form sustenance and harbourage for vermin.

Communal Areas

4.45~~4~~ Tenants are made aware of who is responsible for the cleaning of communal areas, including common staircases and landings outside of the dwelling, and that these are kept free from rubbish and any obstruction.

4.46~~5~~ A handrail should be fitted on all staircases, internal and external, which consist of three or more steps.

Lighting and Ventilation

4.47~~6~~ All properties are provided with adequate lighting, particularly the communal areas, especially on internal staircases. Properties must also be sufficiently well ventilated.

THE ENVIRONMENT AND SUSTAINABILITY

Commented [MA14]: Addition in response to increased number of video door bells in use.

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Commented [MA15]: New clause.

Owners will ensure that:

Energy Performance Certificates (EPCs) Electrical Appliances

5.00 Tenants are provided with a copy of a current Energy Performance Certificate for the property, with a minimum rating of EPC band 'E', as per Minimum Energy Efficiency Standards (MEES). A copy of the relevant EPC, as specified under the Energy Performance of Buildings Directive, will be made available for prospective tenants to view.

Commented [MA16]: Amended to include MEES.

5.01 When renewing electrical appliances, particularly white goods, only high energy efficient appliances (grade A and B) should be chosen as replacements. NB: Any new appliances from a reputable supplier will usually be grade A or B. Unwanted electrical appliances should be disposed of in an appropriate way using a licensed waste contractor. Guidance on this is available at www.gov.uk/find-registered-waste-carrier.

Low Energy Lighting

5.02 Wherever possible low energy bulbs are either provided in properties or tenants are encouraged to supply their own low energy light bulbs in compatible fittings.

5.03 Central heating (or electrical heating) is provided. The central heating system should be adequate, controllable and programmable by tenants.

Thermostatic Radiator Valves

5.04 Thermostatic radiator valves (TRVs) should be fitted on all radiators (except one).

5.05 Any electrical panel heater in a building designed to comply with Part L of the Building Regulations 2002 as a minimum, is fitted with an on/off switch and 24 hour timer or a timed booster in a system that allows a preset period of use will be satisfactory.

Energy Efficiency

5.06 All properties are provided with a minimum level of energy efficiency measures to include hot water tank and pipe lagging and adequate insulation to roof void areas where appropriate.

5.07 Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations where applicable. The local authority Nottingham City Council is will be able to provide advice on how these might be achieved.

Commented [MA17]: Previously only referenced Nottingham City Council.

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5.08 Tenants are given advice, upon request, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided.

Recycling

5.09 Owners will ensure that they inform their tenants of the need for proper refuse management and any available recycling scheme operating in their area. Information on bin collection days and recycling can be found on the relevant local authority's website.

5.10 Landlords will comply with the Private Rented Sector Energy Efficiency Regulations (Domestic) (England and Wales).

COMMUNITY RELATIONS

Owners will ensure that:

Anti-Social Behaviour

6.00 Members will encourage tenant-like and neighbourly behaviour from tenants. In the event of any anti-social behaviour (defined as "behaviour likely to cause alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator") by tenants and/or visitors, landlords will use reasonable endeavours to intervene, with a view to ending that behaviour and ensure that the occupants are treating the property and its environs in a tenant-like manner. It is accepted that not all intervention will be successful and, in this case, assistance will be requested from a number of statutory and non-statutory agencies who may be able to intervene. Unipol will

~~provide on its website information on the services and agencies available to members, including help from the educational establishments and Unipol in dealing with problem tenants. In the event of any anti-social behaviour (defined as "behaviour likely to cause alarm, harassment, inconvenience or distress to members of the public not of the same household as the perpetrator") by tenants, landlords will use reasonable endeavours to intervene with a view to ending that behaviour and ensure that the occupants are treating the property and its environs in a tenant-like manner. It is accepted that not all intervention will be successful and, in this case assistance will be requested from a number of statutory and non-statutory agencies who may be able to intervene. Unipol can provide owners with information detailing the services and agencies available to them, including help from the educational establishments and Unipol in dealing with problem tenants.~~ For more information visit: <https://www.nottinghamcity.gov.uk/information-for-residents/housing/private-rented-accommodation/landlords-and-tenants-during-a-tenancy/report-a-problem-with-your-tenants/>.

Commented [MA18]: Updated wording.

6.01 In respect of matters that can be regarded as anti-social behaviour ~~and/or environmental matters~~ neighbouring residents and representative organisations shall have access to and be eligible to use the complaints procedure. A neighbour shall be defined as a resident living within 400 metres of the property.

Commented [MA19]: Clause 6.09 removed and reference to environmental matters added here.

Gardens and Yards

6.02 All boundary walls and fences under the control of the owner/agent will be maintained stable and in good repair.

6.03 Where a garden exists, the path to and from the external door(s) to the house will be kept in good repair and free from obstruction.

6.04 ~~Areas within the boundary of the property but outside the dwelling are kept in good order and free of waste, litter and graffiti, so far as is reasonably practicable. Tenancy agreements require the tenants to keep external areas free of litter and refuse, and members should enforce that obligation. Any rubbish or unwanted items should not be kept in any yard or garden for longer than 28 working days. Rubbish and unwanted items are disposed of responsibly.~~

Commented [MA20]: Updated wording to improve clarity and include graffiti.

~~Where a garden or paved area exists this shall be kept in good order and free of waste and litter. The landlord, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter and the garden area should not be used to store old or unwanted furniture or fittings for more than 28 working days prior to its removal.~~

6.05 Where a front garden already exists, it is not converted, in accordance with Local Authority recommendations and planning policies, into a hard standing area and, where possible where a garden already exists this shall be retained as a soft planted area (this includes low maintenance gravelling with planting).

6.06 Where possible, wheelie bins should be located at the rear of the property and tenants should be informed of the need to return them to that location as soon as possible after they have been emptied. ~~The guideline currently set out by Nottingham City Council for this is that the bins should be put out and returned 8 hours either side of the collection, Rushcliffe and Broxtowe Councils currently ask that the bins are put out by 7.00am and returned as soon as possible. For more information, see www.nottinghamcity.gov.uk, www.broxtowe.gov.uk and www.rushcliffe.gov.uk.~~

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6.07 The landlord, so far as is reasonably practicable, shall have responsibility to enforce a requirement that their tenants keep the garden free of litter and the garden area should not be used to store old or unwanted furniture or fittings more than 10 working days prior to its removal.

6.08 The landlord will co-operate fully with an annual garden check to be undertaken by Unipol and/or its agents as part of their obligations under this Code to ensure compliance with matters relating to the external environment of the property, its care, tidiness and adherence to security requirements. Landlords will receive at least two week's notification of when the survey is to be conducted and will rectify any aspects of non-compliance that is identified to them within 10 working days of such notification. Landlords should give tenants adequate notice of the garden survey taking place.

~~6.09 In respect of environmental matters, neighbouring residents and representative organisations shall have access to and be eligible to use the complaints procedure. A neighbour shall be defined as a resident living within 400 metres of the property.~~

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Commented [MA21]: Amalgamated with clause 6.01.

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AT THE END OF THE TENANCY

Owners will ensure that:

Deposits

~~7.00 Deposits are administered efficiently and deposit deductions are not made unreasonably;~~

~~7.01 Where a landlord/agent has established an Assured Shorthold Tenancy, they must ensure that any deposit is held in accordance with the tenancy deposit scheme legislation, set out in the Housing Act 2004, and in accordance with regulations made both under the Act and by the relevant scheme operator. Where a landlord/agent wishes to change the protection scheme that they are using, they should inform the tenants concerned in writing before doing so;~~

~~7.02 Tenants are issued with clear written guidelines regarding the standard of cleaning and other arrangements for bringing the tenancy to an end so as to avoid misunderstandings regarding the standard of cleanliness and condition of the property expected at the end of the tenancy; Gardens and Yards Recycling and Waste Deposits~~

~~7.03 Where a deposit is protected by a tenancy deposit protection scheme, the deposit (or balance on the deposit) is returned to the former tenant in accordance with the requirements of that scheme. If there is likely to be any delay in notifying a tenant of proposed deposit deductions, the tenant is informed in writing of:~~

~~(a) the reasons for the delay (e.g. the landlord needs quotations for work)~~

~~(b) how long the landlord estimates it will take to notify the tenant of proposed deductions~~

~~(c) how long the landlord estimates it will be before any undisputed part of the deposit is returned;~~

Disputes

~~Where disputes between members and tenants occur, reasonableness and promptness in dealing with the issues by both parties is the key to the amicable and effective resolution of problems. Members therefore undertake to:~~

~~7.04 Respond reasonably and promptly to tenants or tenant representatives in regard to any complaints or difficulties raised by tenants;~~

~~7.05 Make written response to correspondence from tenants or their chosen representative within two weeks;~~

~~7.06 Ensure that all settlements and agreements reached are honoured within three weeks of being agreed;~~

~~7.07 Maintain courteous professional relations with tenants during any dispute;~~

~~7.08 If the member engages in lettings agency work and is required by The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014 the member should belong to such a scheme;~~

COMPLAINTS

Owners will ensure that:

~~8.00 Within three weeks of receipt of any written complaint from a tenant, former tenant (up to one year previously), a local resident or their representative, they will rectify any breach of the Unipol~~

Code or, where such an allegation is contested, will enter into relevant correspondence with any tenant/s or their representative, addressing the matters raised;

8.01 Where such a breach is contested, or where rectification is not made, then the member shall recognise the authority of a Tribunal, which s/he recognises under the Unipol Code, to determine whether the Unipol Code, agreed by them, has been breached and to make recommendation/s to the owner in accordance with its views;

8.02 In the event that such recommendations are not followed then the member will be deemed in breach of the Unipol Code and this fact will be made public to prospective tenants;

8.03 The Tribunal will have the authority to exclude any member from the Unipol Code for a period as determined.

7.00 Deposits are administered efficiently and reasonably by the owner or nominee and are not withheld for any purpose other than for which they were levied.

Commented [MA22]: Sections updated to improve clarity and bring consistency to the complaints process for Leeds, Bradford and Nottingham Codes. The majority of requirements remain the same but the response time for complaints has been reduced.

The principal aim of the Unipol Code complaints procedure is to resolve complaints efficiently. Before commencing the procedure, it is recommended that tenants attempt to resolve any problems by contacting their landlord or letting agent in the first instance. It is also recommended that students contact the Student Advice Centre in their Students Union to try and resolve problems before making a formal complaint.

Completed complaint forms should be submitted only after all lines of negotiation have been exhausted. This judgment will be in the first instance made by the Code Complaints Investigator, who is charged with operating the system. In the event of a dispute, this will be a matter for a ruling by the Chair of the Tribunal. If you are a parent or relative of a tenant you must attach written authority from the tenant concerned stating that you are authorised to make a complaint on their behalf.

HOUSING HEALTH AND SAFETY RATING SYSTEM

The condition of all housing is now subject to Part 1 of the Housing Act 2004 and the evidence based risk assessment process of the Housing Health and Safety Rating System (HHSRS), on which local authorities must now base enforcement decisions. This applies to all types of residential premises, whether or not any amenities are shared.

Following a complaint, or for any other reason, a local authority may arrange to inspect premises to determine whether a category 1 or 2 hazard exists.

HHSRS assesses twenty-nine categories of housing hazard – Damp & mould growth; Excess cold; Excess heat; Asbestos (and MMF); Biocides; Carbon Monoxide and fuel combustion products; Lead; Radiation; Uncombusted fuel gas; Volatile Organic Compounds; Crowding and space; Entry by intruders; Lighting; Noise; Domestic hygiene, Sanitation and Drainage; Water supply; Falls associated with baths etc; Falling on level surfaces etc; Falling on stairs etc; Falls between levels; Electrical hazards; Fire; Flames, hot surfaces etc; Collision and entrapment; Explosions; Position and operability of amenities etc; Structural collapse and falling elements. Technical assessment is a two-stage process, addressing first the likelihood of an occurrence and then the range of probable harm outcomes. These two factors are combined using a standard method to give a score in respect of each hazard. HHSRS does not provide a single score for the dwelling as a whole or, in the case of multiply occupied dwellings, for the building as a whole.

The scores from different hazards cannot be meaningfully aggregated. There is no strong evidential basis for aggregating hazard scores, and to attempt to do this would make far more difficult the assessment of likelihood and spread of harm of hazards. However, the presence of a number of individual category 2 hazards may be a factor in an authority's decision to take action.

Hazards are scored in bands, from band A, the most severe, to band J. The relationship between these bands and category 1 and category 2 is prescribed in Regulations made under the Act.

Category 1 hazards are those rated in bands A-C. Category 2 hazards are those rated band D and lower. Category 1 hazards trigger a local authority's duty under section 5 to take the appropriate enforcement action. Category 2 hazards can be dealt with under the authority's discretionary powers, which are set out in section 7.

The 2004 Act gives local authorities powers to intervene where they consider housing conditions to be unacceptable, on the basis of the impact of health and safety hazards on the most vulnerable potential occupant. The 2004 Act puts authorities under a general duty to take appropriate action in relation to a category 1 hazard. Where they have a general duty to act, they must take the most appropriate of the following courses of action:

- serve an improvement notice in accordance with section 11
- make a prohibition order in accordance with section 20
- serve a hazard awareness notice in accordance with section 28
- take emergency remedial action under section 40 or make an emergency prohibition order under section
- make a demolition order under section 265 of the Housing Act 1985 as amended
- declare a clearance area by virtue of section 289 of the 1985 Act as amended