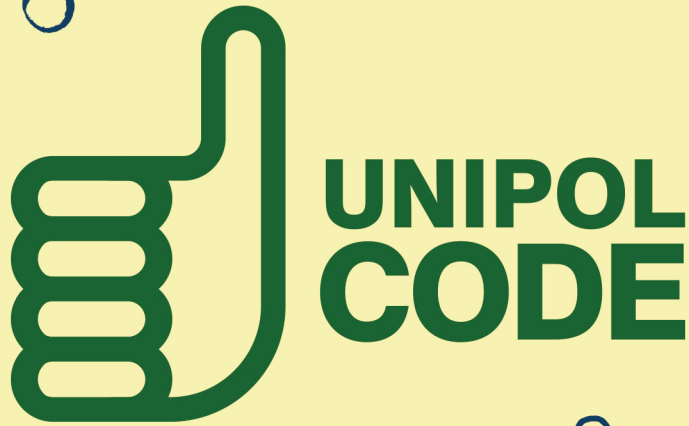




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the home of student housing

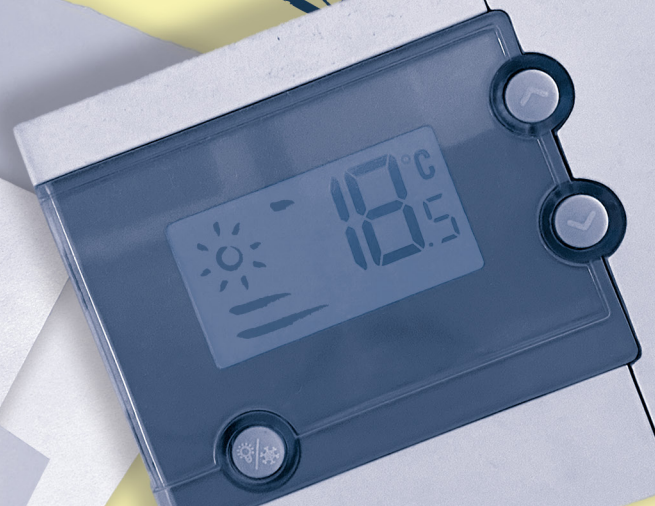


For Shared Student Housing in
the Private Sector of Leeds

2024 - 2027



Tenancy Agreement



contents

Introduction	3
What is the Code and who are Unipol?	3
Partners	3
What are the benefits of being accredited?	4
About the Code	4
Joining the Unipol Code	4
Important Information about the Unipol Code	5
The Unipol Leeds Code (2024-2027)	7
Equality And Diversity	8
Marketing Prior To Letting The Property To Tenants	8
During The Tenancy	10
Health And Safety	12
The Environment And Sustainability	18
Community Relations	18
At The End Of The Tenancy	20
Complaints	20
Housing Health And Safety Rating System	21
Appendix	22
References	24

Unipol Code Leeds Owners' Manual

INTRODUCTION

Thank you for your interest in joining the Unipol Code in Leeds, demonstrating your commitment to good practice, safety and accountability in the student private rented sector.

This manual sets out that you need to know about the commitment involved, the benefits of membership and core membership processes. You should read it in full to understand the conduct expected of Code members, the requirements of membership and the standards of the scheme.

WHAT IS THE CODE AND WHO ARE UNIPOL?

The Unipol Code in Leeds was the very first private rented sector accreditation scheme in the UK, established in 1994 to raise standards of student housing in Leeds. It is widely recognised as setting a good standard for student housing and has influenced many other accreditation schemes across the UK, and is operated by the student housing charity, Unipol Student Homes.

The purpose of the Unipol Code is to:

- establish a framework of voluntary standards to support how member landlords, managing agents and students can do business with one another effectively and fairly;
- and act in the best interests of students.

Many of the standards contained within the Code exceed legal requirements because it has been established to raise standards.

Membership of the Unipol Code acts as a pathway to membership of the **Leeds Rental Standard**, which includes support and benefits from Leeds City Council. More info can be found here www.leedsrentalstandard.org.uk/

PARTNERS

The Unipol Code is supported and funded by the following organisations:

- Leeds City Council
- Leeds Beckett University
- Leeds Beckett Students' Union
- The University of Leeds
- Leeds University Union

All these institutions are supportive of the aims of the Code and recommend that students rent from a member of the Code.

WHAT ARE THE BENEFITS OF BEING ACCREDITED?

Membership of the Codes provides significant benefits and cash savings to your business. Alongside these savings we want to make sure that you are supported and can access advice when you need it, remaining up-to-date with legislative changes as they happen. Unipol fully supports the student landlord community and remains committed to providing a voice for the sector and championing good practice.

For the new Code cycle you will see some additional benefits. Code Members will no longer have to become members of the hub on an annual basis and all those additional benefits will now be included in your Code membership. All accredited members can enjoy:

- Discounts on HMO licences (currently £150 per property)
- Free online training which meets HMO licensing criteria
- Free training events to boost your skills
- Discounted advertising fees on the Unipol website. For the 2025-2026 letting year Unipol will only be advertising properties from accredited landlords and managing agents. Significant discounts will be available and no additional membership fee will be levied.
- Member briefings, so you can understand the market and network with other landlords
- Special briefings on proposed new legislation and have your say
- Free advice from our accreditation team and the benefit of inspections, where our experts give a view on your property
- Access to the Landlord Clinic and specialist help to resolve tenancy issues and use our mediation services
- Code Membership promotion via the Universities and the Leeds Rental Standard
- Waste disposal concession at Kirkstall and Seacroft Recycling sites
- A more "self-regulatory" approach from the local authority, with complaints first directed to Unipol for resolution
- Ability to apply for a parking permit (usually only available for residents)
- Discounted deposit protection from TDS
- Access to the free online tenancy agreement generator
- Join the Owners Consultative Group to feed into the development of the Code and network with other landlords

Joining the Code provides landlords with a package of support, market intelligence and networking opportunities that is unique in the student market and should not be missed.

ABOUT THE CODE

The Unipol Code is a set of standards that landlords voluntarily join, which set out standards for the safe and effective management of rental housing for students in Leeds. It covers shared student housing with up to 14 beds in one property (Larger properties should join the ANUK/Unipol National Code).

The Code is based on four core principles:

- Declaration – Landlords sign to demonstrate their agreement with the standards and accountability to the scheme rules
- Verification – Landlords agree to have their properties checked
- Complaints – Landlords agree to co-operate with an independent complaints process
- Continuing Improvement – The Codes are reviewed and updated periodically

JOINING THE UNIPOL CODE

Who can join?

Any landlord or agent who manages student properties is eligible to join the Unipol Code, provided they are able to comply with the Leeds Code standard.

How long does accreditation last?

The Unipol Code runs in a three year cycle. The current cycle will run from 1st September 2024 until 31st August 2027. Members of the Code are accredited from the date of accreditation until the end of the current Code cycle.

The Unipol Code document is reviewed at the end of each cycle and changes are circulated to existing members, who are invited to renew for the subsequent three years.

What is the cost?

The fee to join the Code is dependent on the number of student properties managed by the applicant, as follows:

Number of properties	Fee (excluding VAT)	Fee (including VAT)
1	£84.00	£101.00
2	£168.00	£202.00
3-5	£212.80	£256.00
6-10	£340.66	£409.00
11-15	£459.75	£552.00
16-20	£636.35	£764.00
21-40	£794.84	£920.00
41-60	£966.67	£1,210.00
61-120	£1,268.75	£1,523.00
121+	£1,996.5	£2,396.00

How to join the Code

Signing up for membership is simple and can be done in one of two ways:

1. Online Create an account, or log-in to the Unipol dashboard: <https://www.unipol.org.uk/special-pages/login>
Create an account, or log into an existing account and select 'Pay for Code Accreditation'. You will be prompted to agree to the terms of accreditation and to upload a property list. The property list should include all properties that you manage which are let to students.
2. Complete the forms Complete and return the Property List and Declaration which can be found at the rear of the Code document. These can be emailed to codemail@unipol.org.uk or posted to the Unipol Office (155-157 Woodhouse Lane, Leeds, LS2 3ED). Unipol will then contact you to make payment (please note that your accreditation cannot be completed prior to full payment being made).

IMPORTANT INFORMATION ABOUT THE UNIPOL CODE

The scheme is operated by Unipol Student Homes. The Code has a number of processes which members agree to co-operate with:

Audit Panel

The Audit Panel oversees the results of inspections, and is attended by representatives from the Local Authority, the Universities, the Unipol Code team and Code Verifiers. Each Audit Panel is independently chaired and the Chair has the power to immediately suspend members from the Code (a process which can be reviewed by the Tribunal).

Details can be found here: <https://www.unipol.org.uk/governance/advisory-groups-and-forums/code-audit-panel-leeds/>

Information Sharing and Awareness of Code Membership Status

If a Unipol Code Verifier finds significant safety or safeguarding issues at a property during an inspection, the relevant Local Authority may be informed or requested to carry out a joint visit, even if the member decides not to proceed with accreditation. Unipol will also notify the relevant Local Authority if membership is cancelled, or a member is suspended from the Code.

Membership of the Code is a public matter and a member will be listed in the landlord directory on the Unipol website. Any complaints about a Code landlord that are upheld at Tribunal may be published on the Unipol website.

For more information on data sharing, you are advised to read our privacy notice:

<https://www.unipol.org.uk/governance/corporate-documents-unipol-board/data-protection-policy/>

Inspections and Verification

The checking of properties (or 'verification') consists of a number of pro-active inspections on landlords' properties, with a sample of at least 1 in 5 properties checked every 3 year Code cycle. Inspections may also take place if a complaint is received or where there is reason to believe the Code has been breached.

Each time a property is inspected a Report is written and emailed to the member. Inspections are carried out by specialised consultants and/ by trained Unipol staff. The Report will detail any actions required and set timescales for works to be completed, which must be adhered to.

Co-operating with inspections and undertaking any required follow up actions is a core requirement of membership of the Code, and any landlord who fails to do so may have their membership suspended or terminated.

Complaints

There is an independent complaints system for tenants living in properties covered by the Unipol Code. Any students experiencing problems can approach Unipol for advice and raise a complaint if they believe their landlord is breaching the Code.

The Unipol Complaints Process can be viewed in full online: <https://www.unipol.org.uk/the-code/how-to-complain/>

If Unipol is not able to resolve an issue through the complaints process, it may be referred to the Tribunal.

Tribunal

This is an independent body that will consider issues that have not been resolved through the complaints process. It will look at the evidence presented by both parties and decide whether any standards of the Code have been breached. Where a member is found to have breached Code standards, possible outcomes range from recommendations of a change in management practices to suspension from the Code.

The Tribunal is independently chaired and decisions are final.

Outcomes of upheld Tribunal decisions may be published on the Unipol website. The rules and procedures for the tribunal can also be found at www.unipol.org.uk/code

Contact the Team

Unipol has a team of accreditation staff and consultants who are available to answer your questions.

Get in contact:

0113 243 0169

Codemail@unipol.org.uk

The Unipol Leeds Code (2024-2027)

For Shared Student Housing in the Private Rented Sector in Leeds

The purpose of the Unipol Code is to establish a framework of voluntary standards to support how members and tenants can do business with one another effectively and fairly. The criteria in the Unipol Code have been chosen to reflect a balance of common sense obligations and responsibilities between members and tenants and set standards, which are achievable without significant expenditure of time and money and without prejudice to their respective legal rights.

Compliance with the Code will ensure that:

- Both members 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 a member 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. The universities and local authority in Leeds encourage students to rent a property where the owner/agent is a member of the Unipol Code.

Adoption of the Unipol Code 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 members' - compliance with the Unipol Code and tenants can complain where they feel a breach has occurred. Information showing that members are not complying with the Unipol Code is in the public domain and will remain accessible for three years even if the member leaves, or is removed from the Unipol Code.

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 this Unipol Code, then compliance with the relevant licence condition will take precedence.

This Code operates from 1st September 2024 to 31st August 2027.

EQUALITY AND DIVERSITY

- 1.00 Business is pursued by members in a professional, courteous and diligent manner at all times.
- 1.01 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.

MARKETING PRIOR TO LETTING PROPERTY TO TENANTS

Members will ensure that:

- 2.00 All property details are reported accurately without misrepresentation to prospective tenants. Landlords will abide by the UK Advertising Codes¹ as set by the Advertising Standards Authority, and by all its regulatory mechanisms. Members should refer to the Material Information in Property Listings guidance, set out by the National Trading Standards;
- 2.01 'To Let' boards must comply with Leeds City Council's Letting Board Code²;
- 2.02 All prospective tenants are given an opportunity to view the property, having due regard to the rights of existing tenants;
- 2.03 Interested parties are offered a copy of any contractual terms under which a property is offered, including details of any fees payable in addition to rent and any arrangements involving tenants' guarantors. When requested, interested parties are given 24 hours to seek independent advice regarding those contractual terms, during which time the property will not be remarketed;
- 2.04 Tenancy agreements do not contain any unfair terms (as defined in the Part 2 of the Consumer Rights Act 2015³) 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 members to make use of the relevant Unipol model tenancy agreement and guarantor agreement, which limits the guarantors liability to an individual tenant;
- 2.05 Tenants are provided with the latest edition of 'How to rent: the checklist for renting in England⁴' at the commencement of the tenancy agreement;

Rent and Payments

- 2.06 Except for a holding deposit as permitted by the Tenant Fees Act 2019⁵, prospective tenants are not asked to pay any money before they enter into a written agreement to rent a specific property. (Note: it is acceptable for members to ask tenants to make permitted payments on the same day as, and as a pre-condition to, entering into a written tenancy agreement, but not sooner);
- 2.07 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;
- 2.08 When requested, written receipts are provided for all payments made. Receipts will always be provided for cash payments;

Utility and Service Charges

- 2.09 The tenancy agreement states the division of responsibility for payment of water, utility charges and Council Tax. Any utility management company fees and "fair use caps/limits" must also be accurately reflected in the tenancy agreement. Where tenants are responsible for utility charges, they must have reasonable access to any meters;
- 2.10 Where any service charges are made, these must be properly specified and detailed in the tenancy agreement;

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;

Identity and Address

- 2.12 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;

Cleaning

- 2.13 At the start of the tenancy the member will ensure the property is clean. Where this has not been achieved and there is a material effect on the comfort and convenience of the tenants, the member 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;

State of Repair and Refurbishments

- 2.14 At the start 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 completed;
- 2.15 Where a property is undergoing refurbishment and the works are running late, and where this may result in the property not being ready for occupancy ("ready" meaning ready for beneficial occupation and safely fit for use for its intended purpose), the landlord/agent shall inform the future tenants, in writing, at the earliest possibility of this likelihood and its consequences for them;
- 2.16 If rooms 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 member if required by the tenant or no rent will be payable for the room/s that are unusable during that period. A kitchen that is unusable would count as a 50% rent reduction. No rent should be payable if a sole bathroom is unusable for any period over 24 hours;
- 2.17 During the tenancy, if the tenant has agreed that the landlord can undertake works which will make the property/room/s unoccupiable, this must be agreed in writing. The absence of any such agreement, signed by both landlord and tenant would mean that consent had not been given;

Marketing Your Property as part of the Unipol Code

- 2.18 In marketing a property members 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;

- 2.19 Members may use the Unipol Code logo (either as a landlord/agent supplier or for the property/ies to which they relate) in promotional materials, and electronic versions of these logos can be supplied. It is not possible to use the Unipol logo, which is for Unipol's exclusive use only.

DURING THE TENANCY

Members will ensure that:

- 3.00 At the start of the tenancy, the landlord must provide tenants with the following information as a minimum (From 2025 onwards):
- Emergency contact details
 - Response times for repairs – (see 3.08)
 - Appliance operation guides (e.g. boiler, heating, alarms)
 - Instructions on proper management of rubbish and recycling
 - Correct use of the fire equipment and safe means of escape in the event of fire
 - Location of the stop tap and gas shut off valve
 - A copy of the Unipol Code (this can be provided via a weblink);
 - Crime prevention information

HMO Licensing

- 3.01 Where mandatory HMO, additional or selective licensing applies (under Part II or III of the Housing Act 2004) they have a current licence, or have made an application. Properties will comply with licence conditions within timescales specified on each licence. All non-licensable properties should normally meet with the relevant Local Authority's Advisory Standards or should comply with any timescale agreed with the council. Full details of LCC's Advisory Standards⁶ are available from their website. Landlords will comply with The Management of Houses in Multiple Occupation (England) Regulations 2006⁷;

First Refusal

- 3.02 Current tenants who have complied with the terms of the tenancy agreement will be offered first refusal for any subsequent letting of the property;

Access

- 3.03 Tenants must receive 24 hours notice of any visit to the property, except in the case of an emergency or if shorter prior permission has been given. Tenant privacy and entitlement to freedom from unnecessary intrusion is respected;

Tenant Privacy and Data

- 3.04 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 usage of CCTV cameras must comply with relevant data protection legislation and give due regard to tenant privacy and entitlement to freedom from unnecessary intrusion;
- 3.05 Tenant data will be fairly and lawfully processed in accordance with GDPR and the Data Protection Act 2018⁸. Members should register with the ICO;

Repairs and Maintenance

- 3.06 At suitable intervals throughout the tenancy, landlords/agents should conduct visits to properties to ensure that they are free from hazards and disrepair;
- 3.07 All properties are maintained in a satisfactory state of repair and condition and (as a minimum) meet the requirements of section 11 of the Landlord and Tenant Act 1985⁹ and the Homes (Fitness for Human Habitation) Act 2018¹⁰;
- 3.08 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 the defect/s.
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/s.
Priority Three – Non Urgent day-to-day repairs: Reactive repairs not falling within the above categories. Within 28 days of report of the defect/s or by arrangements with the occupiers after that time. Decorative finishes to be made good within reasonable timescales if damaged or disturbed during repairs ;
- 3.09 Where a dispute occurs between the member and tenant/s as to when a repair has been reported then the date on which the repair was reported to the owner/agent in writing shall be the accepted date;

Planned Programmes of Repair/Improvement and Cyclical Repairs Programmes

- 3.10 Planned and cyclical maintenance and servicing tasks such as gas servicing, electrical inspections and related works, fire detection and equipment servicing, gutter and window cleaning, exterior and interior painting are carried out at appropriate intervals (so as to minimise the need for reactive repair and maintenance) and with consideration to the convenience of occupants;
- 3.11 Contractors and trades persons should behave in a professional and courteous manner at all times, carry out work to a good standard and remove all redundant components and debris from site on completion of the works;

Furniture and Storage Space

- 3.12 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair and curtains/blinds which are properly hung/fitted. Study desks and chairs should be adequately sized and suitable for purpose;
- 3.13 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 1988¹¹;

Kitchen Facilities

- 3.14 Kitchens should meet with the Local Authority's advisory standards⁶, especially in respect of the provision of cooking facilities, sinks, electrical sockets, worktops and cupboards;

Toilet and Personal Washing Facilities

- 3.15 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;
- 3.16 Where amenities are shared, an adequate number of suitably located toilets are provided and in a ratio of amenities to occupants that does not exceed 1:5;
- 3.17 Where there are up to four occupants sharing facilities, the toilet may be located within the bathroom. Where five or more occupants are sharing, a toilet must be located separate from the bathroom for every five occupants, however where a toilet is located within an additional bathroom this will be satisfactory as a 'separate toilet', provided that the bathroom is shared by no more than four people;

No. of Occupiers	No. of Separate WCs	No. of Bathrooms with WC
Up to 4	1	1
5	1*	1
6	2	2
7	2	2
8	2	2
9	2	2
10	2	2
11	3	3
12	3	3
13	3	3
14	3	3
15	3	3

*Must be located separate from the bath/shower

- 3.18 Where a toilet 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;
- 3.19 Where a shower/s is/are provided, they will be fitted with a waterproof surround and a screen (which could be a curtain) and a suitable electrically operated extractor fan that complies with Building Regulations.

HEALTH AND SAFETY

Members 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 System¹² (see Schedule attached to this Unipol 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;

Damp and Mould

- 4.01 Reasonable steps are taken to comply with the government's guidance on 'Understanding and addressing the health risks of damp and mould in the home'¹³;

Gas Appliances and Supply

- 4.02 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) Regulations¹⁴;
- 4.03 All gas appliances will be serviced annually by an engineer endorsed by Gas Safe Register. 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;
- 4.04 All repairs and maintenance on gas installations and appliances are carried out by a Gas Safe registered engineer;

- 4.05 All properties will comply with the Smoke and Carbon Monoxide Alarm Regulations 2022¹⁵. Any rooms containing fuel burning appliances should be fitted with a carbon monoxide (CO) detection conforming to BSEN50291;

Electrical Installations and Appliances

- 4.06 All electrical installations 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 7671] in accordance with the current relevant Electrical Regulations;
- 4.07 All properties must have a satisfactory Electrical Installation Condition Report (EICR), dated within the past five years (or as stated on the current relevant paperwork i.e. a shorter time period);
- 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;
- 4.09 All components used in electrical wiring installations and repairs comply with the International Standard, and all appliances will be installed in accordance with manufacturers' instructions;
- 4.10 All electrical appliances provided 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 An emergency light should be installed next to any consumer unit located in a cellar;

Fire Detection and Alarm Systems

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:

- 4.13 **Single household and/or two unrelated persons (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);
- 4.14 **Shared HMOs (up to 4 storeys and 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);
- Shared HMOs (up to 2 storeys and 5+)**
- 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);
- Shared HMOs (3-4 storeys and 5+)**
- 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 FD30 fire doors (with effective overhead hydraulic self-closer to the living room and any risk rooms opening onto the route of escape);

Shared HMOs (5-6 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, 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);

4.15 **Bedsit-Type HMOs (up to 2 storeys)**

– A mixed grade system is required, comprising of an interlinked LD2 Grade D1 system, with smoke detection 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 communal route of escape;

Bedsit-Type HMOs (3-4 storeys)

– 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 (5-6 storeys)

– As above in terms of both the protected route of escape and AFD system, with addition of emergency lighting throughout the route of escape;

– 30-minute fire separation across the stairway between second and third floors and between fourth and fifth floors;

– Lobby protection to all floors except the top floor or secondary means of escape from top floor where there in 5 storey properties. Lobby protection to all floors except the top floor and secondary means of escape from top two floors in 6 storey properties;

4.16 **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 LD1 Grade D1 system in each flat, incorporating smoke detection in corridors/lobbies, in the living room(s) and in the bedroom(s), 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;

Buildings converted into self-contained flats (3-4 storeys)

– 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 LD1 Grade D1 system in each flat, incorporating smoke detection in corridors/lobbies, in the living room(s) and in the bedroom(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 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;

Buildings converted into self-contained flats (5-6 storey)

– As above but with the addition of emergency lighting throughout the route of escape and 30 minutes fire separation between units of accommodation throughout;

– 30-minute fire separation is required across the stairway between second and third floors and between fourth and fifth floors;

- 4.17 All properties are provided as a minimum with fire safety measures that meet with sections 4.13, 4.14, 4.15 and 4.16 above; for other property types not covered above, Leeds City Council's current advisory "Fire Safety Principles for Residential Accommodation"¹⁷ of their type (individually determined by LCC for properties not covered by those principles) will apply. The minimum requirement of which is the provision of a mains-wired, interlinked fire detection system, with smoke detection throughout the common areas and in the principle habitable room, plus a heat detector in the kitchen (LD2 Grade D1 AFD);
- 4.18 Members should ensure that Fire Alarm Systems are properly checked and maintained by a competent person annually in accordance with BS5839 (a 'competent person' is someone having specialist knowledge of servicing fire detection, fire alarm systems and emergency lighting). A record of these checks should be maintained. 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 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 2005¹⁸ (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;

Cellars and Basements

- 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 escape route, 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 habitable basement rooms passes through a risk room (such as a living room/kitchen), a suitable secondary means of escape should be provided at basement level. All basements/ cellars should comply with Leeds City Council's Fire Safety Principles for *Residential Accommodation*¹⁴ document);

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;

Escape Routes

- 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. Members 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' expense if necessary, and where this is allowed for in the letting agreement) if the cooker remains hazardous;

- 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 and fittings to enable evacuation of the property in the event of fire;
- 4.24 The primary escape route should not pass through bedrooms, lounges or kitchens. If there is no alternative to this then a secondary means of escape is required. 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. The specification for escape windows is provided in Leeds City Council's Fire Safety Principles for *Residential Accommodation*¹⁷;

Back to Back Properties

- 4.25 Back to back properties will comply with the requirements specified in Leeds City Council's Fire Safety Principles for *Residential Accommodation*¹⁷.

Emergency Lighting

- 4.26 Members should undertake a risk assessment to determine whether emergency lighting should be installed on escape routes, but normally this will not be required. Emergency lighting would be required if the escape route is long and complex or where there is no effective borrowed light. Emergency lighting should be serviced and tested annually, in accordance with BS 5266. An emergency lighting testing certificate/report should be made available to Unipol on request;

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 Design¹⁹' standard;
- 4.28 Where the property contains three or more tenants, 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 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. Door sets designed to BS: PAS24:2022 should meet these requirements;
- 4.29 All existing 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: PAS24-1:2022 are designed with acceptable letter box restriction. Further guidance is available in the 'Secured by Design¹⁹' standard;
- 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 members 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 10-15cm;
- 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 and windows must not impede the escape route. They must be easily openable without the use of a key, with a suitable cowl being fitted to prevent opening from the exterior. It is recommended that 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 It is recommended that exterior dusk until dawn or movement sensory security lights are fitted to ground floor rear entrances where a garden or yard is present;
- 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 security information;

- 4.34 Any flat or house with ground floor occupancy should be equipped with a non-key operated burglar alarm, which is reliable and effective and does not sound for longer than 20 minutes after activation. New burglar alarms should always be fitted by NSI, SSAIB, or suitably approved contractors and equipment which has proved to be unreliable or ineffective should be replaced;
- 4.35 Contact names and addresses of two key holders should be notified in writing to Leeds City Council's Anti-Social Behaviour Team so that contact can be made in the event of a malfunctioning alarm. A mobile number is preferred. Members can register key holder details by emailing **LASBT@leeds.gov.uk**;
- 4.36 Contractors and tenants should be supplied with the code numbers of alarms;
- 4.37 Door bells, where fitted, should be maintained regularly to ensure that they remain operational;
- 4.38 Hedges around external doors and windows at the front of the property are best kept trimmed low (usually not higher than 1m), wherever practical, to avoid providing screening for burglars. To the rear, hedges may be kept trimmed but can be higher to provide a physical barrier to intruders. Plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property;
- 4.39 All drainpipes close to vulnerable upper floor windows should be fitted with anti-climb measures above 2 metres. Anti-climb paint should be renewed in line with manufacturers' recommendations;

Hygiene

- 4.40 All facilities for the storage, preparation and cooking of food will be capable of cleansing and being maintained in a clean and hygienic state by the occupants;
- 4.41 All properties will be provided with an efficient and serviceable vacuum cleaner at the commencement of the tenancy;
- 4.42 All floor coverings in kitchens, bathrooms and WCs are capable of being cleaned with suitable domestic disinfectant products;

Pest Control

- 4.43 Members must take all reasonable measures to ensure that properties are let and remain vermin free throughout tenancies. Where vermin issues arise, the member 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

- 4.44 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;

Staircases

- 4.45 A handrail should be fitted on all staircases, internal and external, which consist of three or more steps;
- 4.46 All properties are provided with adequate lighting, particularly the communal areas and especially on internal staircases. Properties must also be sufficiently well ventilated.

THE ENVIRONMENT AND SUSTAINABILITY

Members will ensure that:

Energy Performance Certificates (EPCs)

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)²⁰;

Electrical Appliances

5.01 New electrical appliances should have an energy efficiency rating of 'B' or higher. Unwanted electrical appliances are promptly recycled or disposed of in an appropriate way;

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;

Central Heating

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

5.04 Clear written instructions for the safe and energy-efficient use of all central heating and hot water systems will be given;

5.05 Any electrical panel heater in a building, designed to comply with Part L of the Building Regulations 2002²¹ as a minimum, is fitted with an on/off switch and 24 hour timer, or a timed booster system that allows a pre-set period of use will be satisfactory;

5.06 All wet central heating systems will include thermostatic radiator valves (TRVs) on radiators in habitable rooms;

5.07 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;

Refurbishments and Energy Efficiency

5.08 Energy efficiency improvements are incorporated, where practical, into refurbishment schemes and such schemes should comply with current Building Regulations, where applicable. Members are advised to concentrate on improving roof insulation (ideally 250mm depth if using conventional materials) and wall insulation with cavity wall insulation or internal insulation (dry lining). Replacing older boilers with condensing type boilers can also be effective.

COMMUNITY RELATIONS

Members 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;

Gardens and Yards

- 6.01 All boundary walls and fences will be maintained stable and in good repair;
- 6.02 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. Plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property;
- 6.03 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;
- 6.04 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, if possible, this shall be retained as a soft planted area (this includes low maintenance gravelling with planting);
- 6.05 The member 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. Members 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 are identified to them within 10 working days of such notification;
- 6.06 Any alterations to the physical appearance of properties should be made in accordance with any existing Neighbourhood Design Statement²²;

Recycling and Waste

- 6.07 Tenants are informed of the need for proper refuse management and about any available recycling scheme operating in their area, particularly at the end of tenancies. Tenants are provided with up-to date information about the waste and recycling service provided by Leeds City Council in their area, including the Leeds Bin App, collection days, and details of the wastes that can be put in the recycling bin/bag (where available);
- 6.08 Where a property has its own external bins, the house number and street initials of the property should be marked clearly on these. On collection day, bins should be put out onto the street and returned to the garden/yard/bin-store by the tenants. The guideline currently set out by Leeds City Council for this is that the bins should be put out by 7am on the day of collection. For more information visit www.leeds.gov.uk "Bins and recycling." Please note bins left on the street may be deemed to be obstructing the public highway and the tenants could be held responsible by Leeds City Council. It is recommended that all properties should be included in the Recycling Opt-in scheme;
- 6.09 All properties are provided with adequate bins for both waste disposal and recycling (where this is available). If either type of bins is required these can be ordered by visiting <https://www.leeds.gov.uk/residents/bins-and-recycling/new-or-replacement-bin>.

AT THE END OF THE TENANCY

Members 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 2004²³, 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;
- 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.

COMPLAINTS

Members will ensure that they:

- 8.00 Maintain courteous professional relations and respond reasonably and promptly to any complaints or difficulties raised;
- 8.01 Accept contact by telephone, email, or face-to-face discussion from tenants, former tenants (up to one year previously), or their authorised representatives. An authorised representative could include a parent or guardian. Tenants who want to make use of the authorised representatives will need to notify the member in writing/by email;
- 8.02 Make written response to correspondence from tenants or their chosen representative within two weeks. The response should set out any proposed actions and timescales;
- 8.03 Ensure that all settlements and agreements reached are honoured within three weeks of being agreed;
- 8.04 Rectify any breach of the Unipol Code within three weeks of receiving a written complaint;
- 8.05 Where such a breach is contested, or where rectification is not made, then the member shall recognise the authority of a Tribunal²⁴, 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;
- 8.06 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;
- 8.07 The Tribunal will have the authority to exclude any member from the Unipol Code for a period as determined;

Redress Schemes

8.08 If the member engages in lettings agency work and is required by The Redress Schemes for Lettings Agency Work and Property Management Work (England) Order 2014²⁵ the member should belong to such a scheme.

Further information on the Unipol complaints procedure and how to make a complaint can be found via the following link: <https://www.unipol.org.uk/the-code/how-to-complain/>

HOUSING HEALTH AND SAFETY RATING SYSTEM

The condition of all housing is subject to Part 1 of the Housing Act 2004²⁵ and the evidence based risk assessment process of the Housing Health and Safety Rating System (HHSRS)²⁴, 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 and a conferred power to deal with category 2 hazards. Where they have a general duty or power to act, they must take the most appropriate of the following courses of action:

- serve an improvement notice in accordance with section 11 and 12
- make a prohibition order in accordance with section 20 and 21
- serve a hazard awareness notice in accordance with section 28 and 29
- take emergency remedial action under section 40 or make an emergency prohibition order under section 43
- 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.

APPENDIX 1 - UNIPOL (Leeds) CODE FIRE SAFETY GUIDANCE MATRIX

	LD2 Gr D1	LD1 Gr D1	LD1 Gr A	LD1 Gr D1 Mixed system*	LD1 Gr A Mixed system*	LD1 Gr A Mixed system*	FD30 Escape Route	FD30S Escape route	SC to risk rooms (inc. living room)	FD30S Kitchen + SC	FD30S Entrance Door + SC	Fire sep GF & basement	Em. light- ing along route of escape	Lobby to rm. Entry doors	Second escape route top 2 floors	Fire sep. across stairs
Single Household and/or Two Unrelated Persons																
Up to 4 storey	X									X		X				
Shared HMO																
Up to 2 storey and 5 or more tenants	X							X		X		X				
Up to 4 storey and 4 tenants	X							X		X		X				
3&4 storey, 5 or more tenants		X				X		X		X		X				
5 storey			X				X		X	X		X	X	X		X
6 storey			X				X		X	X		X	X	X		X
Bedsit-type HMO																
2 storey				X						X		X				
3 & 4 storey					X					X		X				
5 storey					X					X		X	X	X		X
6 storey					X					X		X	X	X		X
Buildings in flats																
2 storey				X							X	X				
3 & 4 storey											X	X				
5 & 6 storey											X	X	X			X

APPENDIX 1 - UNIPOL (Leeds) CODE FIRE SAFETY GUIDANCE MATRIX (continued)

Advice on the use of the fire safety matrix

The guidance provided in the matrix is applicable to properties of normal fire risk. The advice is not applicable to properties with characteristics that may give rise to abnormally high fire risk as a result of, for example:

- Exceptionally high number of occupiers for a particular property type;
- Long complex travel distance to evacuate the building;
- The presence of final exit and bedroom doors requiring the use of a key for opening;
- Unsafe layout e.g. kitchen immediately adjacent to an escape door;
- Rooms where the means of escape is through another high fire risk room, e.g. through a kitchen, living room, or bedroom
- Exceptionally large rooms;
- The presence of key operated security grilles fixed to escape windows and/or external doors;
- Disrepair, defects, deficiencies and obsolescence;
- Critical elements of structure with inadequate fire resisting qualities.

Back to Back properties are not included within this matrix as the fire safety requirements within them vary. Back to back properties are typically terraced houses which back directly onto one another at the party wall and generally only have a single exit/entry door. This means that there is only one exit from the house and the escape route often passes through a risk room. As a result, bedrooms may become inner rooms and it is therefore necessary to provide additional fire safety measures. Owners of Back to Back properties should seek advice from Leeds City Council's "Fire Safety Principles in Residential Accommodation" guidance (<https://www.leeds.gov.uk/docs/Fire%20safety%20principles%20for%20residential%20accommodation.pdf>) on the appropriate fire safety measures.

Emergency lighting

In properties of five or more storeys, emergency lighting must be installed. In properties of four storeys or less, emergency will need to be installed if the escape route is long and complex or there is no effective borrowed lighting.

Mixed grade systems *

Mixed grade AFD systems combine two AFD systems and are usually recommended in bedsit HMOs (with cooking facilities within the bedsits) and in blocks of self-contained flats. Escape routes and common parts are protected by an interlinked AFD system and the individual units have a separate stand-alone system to alert a sleeping occupant of fire in their own unit of accommodation. This has the benefit of reducing nuisance/false alarms throughout the whole property caused by activities such as cooking within any one unit. The level of system required is dependent on the risk the premises presents.

GLOSSARY

AFD – automatic fire detection; **LD2** – detection along the route of escape, in the cellar and in living rooms and kitchens; **LD1** – detection along the route of escape, in the cellar, in living rooms, kitchens and all bedrooms; **Grade D1** – system of mains-powered and interlinked smoke/heat detectors, with a sealed-in standby supply (consisting of a battery or batteries); **Grade D2** – system of one or more mains-powered smoke/heat detectors, each with an integral standby supply (consisting of a user replaceable battery or batteries); **Grade A** – system of mains-powered and interlinked smoke/heat detectors which are linked to a control panel (usually located in the ground floor hallway); **Mixed system** – a combination of two or more AFD systems.; **FD30** – 30 minute fire door with intumescent strips only; **FD30S** – 30 minute fire door with intumescent strips and cold smoke seals; **EW** – escape window; **HD** – heat detector; **SC** – overhead hydraulic self-closing device (for fire doors); **Fire sep** – fire separation; **GF** – ground floor; **Em. lighting** – emergency lighting (normally risk assessable).

References

1. **Advertising Codes Of Practice** - There are regulations that restrict what advertisers can and cannot do. As well as the regulations, there are 2 advertising codes of practice that you need to follow to help you advertise legally: <https://www.gov.uk/marketing-advertising-law>
2. **Leeds City Council's Letting Board Code** - The Letting Board Code is a set of rules which determine how and where letting boards can be displayed on residential properties in the Area of Special Advertisement Control (also known as the Regulation 7 Direction area) in inner north west Leeds: <https://www.leeds.gov.uk/planning/planning-permission/letting-boards/letting-board-code>
3. **Part 2 of the Consumer Rights Act 2015** - <https://www.legislation.gov.uk/ukpga/2015/15/part/2/enacted>
4. **How To Rent Checklist** – Landlords/agents must provide tenants with a copy of the latest How to Rent Checklist at the commencement of the tenancy. The checklist provides information on tenants' rights and responsibilities: <https://www.gov.uk/government/publications/how-to-rent>
5. **Tenant Fees Act 2019** - The Tenant Fees Act bans most letting fees and caps tenancy deposits paid by tenants in the private rented sector in England. The ban on tenant fees applies to new or renewed tenancy agreements signed on or after 1 June 2019. Full guidance: <https://www.gov.uk/government/collections/tenant-fees-act>
6. **Leeds City Council Advisory Standards for HMOs** – Guidance on physical amenity requirements for HMO properties can be found here: <https://www.leeds.gov.uk/housing/information-for-landlords/conditions-for-licensed-houses>
7. **The Management of Houses in Multiple Occupation (England) Regulations 2006** – The HMO management regulations impose duties on the person(s) managing HMO properties. Full guidance: <https://www.legislation.gov.uk/uksi/2006/372/contents/made>
8. **Data Protection Act 2018** - <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>
9. **Landlord and Tenant Act 1985** - The Landlord and Tenant Act 1985 sets out the rights and responsibilities of both landlord and tenant. Section 11 of the Act sets out who is responsible for repairing a property whilst it is being rented. The Landlord and Tenant Act 1985 refers to all short leases for residential property and tenancies agreed for a period of less than seven years i.e. Assured Shorthold Tenancies. Full guidance: <https://www.legislation.gov.uk/ukpga/1985/70>
10. **Homes (Fitness for Human Habitation) Act 2018** – “The Act” came into force on 20 March 2019. It is designed to ensure that all rented accommodation is fit for human habitation and to strengthen tenants' means of redress against the minority of landlords who do not fulfil their legal obligations to keep their properties safe. Full guidance: <https://www.legislation.gov.uk/ukpga/2018/34/enacted>
11. **Furniture and Furnishings (Fire) (Safety) Regulations 1988** - The UK Furniture and Furnishings (Fire) (Safety) Regulations 1988 set fire resistance requirements for cover materials and fillings used to make domestic upholstered furniture. Full guidance: <https://www.legislation.gov.uk/uksi/1988/1324/contents/made>
12. **Housing Health and Safety Rating System (HHSRS)** - The housing health and safety rating system (HHSRS) is a risk-based evaluation tool to help local authorities identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings. It was introduced under the Housing Act 2004 and applies to residential properties in England and Wales. Guidance can be found online via the following link: <https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals>
13. **Understanding and addressing the health risks of damp and mould in the home** – The government published guidance on damp and mould in September 2023. It was developed with an advisory group of experts in housing, health and damp and mould, along with engagement with a wider group of experts and representative organisations: <https://www.gov.uk/government/publications/damp-and-mould-understanding-and-addressing-the-health-risks-for-rented-housing-providers/understanding-and-addressing-the-health-risks-of-damp-and-mould-in-the-home--2#introduction>

14. **Gas Safety (Installation and Use) Regulations** - <https://www.legislation.gov.uk/uksi/1998/2451/contents/made>
15. **The Smoke and Carbon Monoxide Alarm (England) Regulations 2022** – These regulations were updated in 2022 and now require private rented sector landlords to have at least one smoke alarm installed on every storey of their rental property (which is used as living accommodation), and to ensure a carbon monoxide alarm is equipped in any room used as living accommodation which contains a fixed combustion appliance (excluding gas cookers). The landlord must make sure the alarms are in working order at the start of each new tenancy. Full guidance: <https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords/the-smoke-and-carbon-monoxide-alarm-england-regulations-2015-qa-booklet-for-the-private-rented-sector-landlords-and-tenants>
16. **The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020** – Require that landlords have property electrics checked at least every 5 years by a properly qualified person. The electrics must meet standards and landlords must give their tenants proof of this. Guides on the regulations for landlords, tenants and local authorities are available here: <https://www.gov.uk/government/publications/electrical-safety-standards-in-the-private-rented-sector-guidance-for-landlords-tenants-and-local-authorities>.
17. **Leeds City Council Fire Safety Principles for Residential Accommodation** - This guide offers practical advice on undertaking fire risk assessments and contains case studies of fire safety solutions in a range of property types. <https://www.leeds.gov.uk/docs/Fire%20safety%20principles%20for%20residential%20accommodation.pdf>
18. **Regulatory Reform (Fire Safety) Order 2005** – The FSO introduced duties on the responsible person, (ie. the person in control of premises) in relation to fire safety in the common parts of HMOs, flats, maisonettes, bedsits and sheltered accommodation where no personal care is provided. The duty is to carry out a fire risk assessment and to take specific action to minimise the risk of fire in common parts. Full guidance: <https://www.legislation.gov.uk/uksi/2005/1541/contents/made>
19. **Secured By Design** - Secured by Design (SBD) is the official police security initiative that works to improve the security of buildings and their immediate surroundings to provide safe places to live, work, shop and visit: <https://www.securedbydesign.com/>
20. **Minimum Energy Efficiency Standards (MEES)** - The Domestic Minimum Energy Efficiency Standard (MEES) Regulations set a minimum energy efficiency level for domestic private rented properties. Full guidance: <https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>
21. **(Part L) Building Regulations 2002** - <https://www.gov.uk/government/publications/conservation-of-fuel-and-power-approved-document-l>
22. **Leeds Neighbourhood and village design statements** – Some Leeds areas (including Hyde Park and Headingley) have agreed neighbourhood or design statements which need to be taken into account when submitting a planning application. Full details are available here: <https://www.leeds.gov.uk/planning/planning-policy/supplementary-planning-documents-and-guidance/neighbourhood-and-village-design-statements>
23. **Housing Act 2004** – The full version of the Housing Act 2004 is available via the following link: <https://www.legislation.gov.uk/ukpga/2004/34/contents>
24. **Unipol Code Tribunal** - The Tribunal is an independent body that considers Code complaints where the parties have not been able to reach agreement about a dispute. Details of how the Tribunal operates can be found via the following link: <https://www.unipol.org.uk/the-code/how-to-complain/the-tribunal>
25. **The Redress Schemes for Lettings Agency Work and Property Management Work (Requirement to Belong to a Scheme etc) (England) Order 2014** – Since From 1 October 2014 it has been a legal requirement for lettings agents and property managers in England to join a government approved redress scheme. Further info: <https://www.legislation.gov.uk/uksi/2014/2359/contents/made>

Unipol Code 2024-2027 For Shared Student Housing in Leeds

DECLARATION FOR 2024-2027

I/We (full name(s)): _____

Trading as: _____

Home Address: _____

Email Address: _____ Telephone Number: _____

Acknowledge and agree that:

I/we wish to join Unipol Code for Shared Student Housing in the Private Rented Sector ("the Code") from the date of this declaration until 31st August 2027, and that we agree to meet all the terms and conditions of the Code and abide by the regulatory mechanisms and complaints procedure as stated in the Code. I/we agree that I will provide Unipol with an accurate declaration of all the properties in Leeds which I/we own/manage and either rent to students or intend to rent to students at the time of this declaration.

I/we further declare that my conduct will be in line with that outlined in the Code.

I/ we confirm that I/ we have read the Unipol Code 2024-2027.

I/ we confirm that my properties meet the standards of the Unipol Code.

I/ we confirm that I/we will abide by the management standards of the Code.

In consideration for being permitted to join the Code, I/we agree and undertake to pay the current and any future Code fees, including any additional fees as follows:

a) In the case of Inspections, if issues are identified, a timetable for any works of procedures is agreed and then, dependent on the nature of the findings, a re-inspection may be required. During this short re-inspection, the Codes Administrator will check that the required work has been completed to the expected standard. If it is clear from the re-inspection visit that not all of the works have been completed, then a second re-inspection is required and a fee of £75 will be charged to the landlord/agent for that and each subsequent inspection needed.

b) Unipol will aim to give five working days' notice of a visit. If the visit is changed less than 2 working days before the visit then a fee of £50 will be charged. The same fee will be charged if the inspector is unable to enter the property at the appointed time. Inspectors are instructed to wait at the property for 15 minutes after the appointed time, after which the appointment is considered broken and the £50 fee will apply. These fees will be invoiced and must be paid within 30 days.

All of the above fees and payments are correct as at the date of this declaration but may be amended by Unipol during the time period when I/we are a member of the Code.

I/we accept that it is an important part of the Code to inform tenants of our membership and agree to place information about the Code on any website relating to our accommodation.

I/we acknowledge and agree that upon any failure to make payments or otherwise comply with the provisions of the Code then our membership may be terminated.

I/we understand that information about my Code status is in the public domain and will be accessible to all those using Unipol's web system and will remain accessible for up to three years regardless of my future membership of the Code.

I/we accept that Unipol and its affiliated business partners including Leeds City Council may use my personal information for the purpose of administering the Code, checking the suitability of landlords for accreditation including any criminal convictions, providing services, administration, and training and may disclose information to its service providers and agents for these purposes. If my personal details or the properties I/we own/manage changes I/we agree to inform Unipol.

I/we agree to inform Unipol of any change of ownership of any property (as listed on the attached schedule) and, if the landlord/owner is a Company the Company Secretary will inform Unipol if the Company is sold to another or where a majority of shareholdings changes hands. Changes of ownership or control will be notified to Unipol within 5 working days of this taking place.

I/ we understand that a condition of Code membership is that I/we must take the Unipol online landlord training course within 6 months of membership being awarded.

Signed (Authorised signatory): _____ Dated: _____

The Leeds Rental Standard

When you sign to be a member of the Unipol Code you normally become a member of the Leeds Rental Standard for Landlord Accreditation at no additional cost. The conditions required by the Unipol Code cover the requirements of the Leeds Rental Standard. Further details can be obtained on: www.leedsrentalstandard.org.uk

I/we understand that when I/we become a member of the Unipol Code for Shared Student Housing I consent/do not consent (delete as appropriate, non deletion to count as consent) to join the Leeds Rental Standard.

Signed (Authorised signatory): _____ Dated: _____

This form can be completed electronically but must be printed and signed. Once complete, return it to: Unipol Student Homes, 155- 157 Woodhouse Lane, Leeds, LS2 3ED along with the property declaration form(s).

The Unipol Code is administered by Unipol Student Homes. Telephone 0113 243 0169 and ask for the Codes Administrator for further information or general enquiries. Registered Charity No 1063492 VAT Registration No 69884549. 27

Unipol Code 2024-2027 For Shared Student Housing in Leeds

DECLARATION FOR 2024-2027

By signing and returning this form you confirm that (a) this is an accurate declaration of all of the properties in Leeds which you own/manage and either rent to students or intend to rent to students as at the date of this declaration; and (b) that you accept that Unipol and its affiliated entities and its business partners may use your personal information for the purpose of administering the Code, providing services, administration, and training and may disclose information to its service providers and agents for these purposes. If you are not advertising all of your properties with Unipol but the Unipol Code will cover them, you need to list these properties. If this form is not returned it may delay the advertising of your properties as accredited. If your personal details or the number of properties you own/manage and rent to students changes or if you have any queries about how we use your information, please let us know. If you are declaring bedsits in the same building, please state the total number.

Name: _____

Address	Number of storeys	Number of Beds	Type of Property
1.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
2.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
3.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
4.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
5.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
6.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
7.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
8.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
9.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>
10.			Shared Property <input type="checkbox"/> Bedsits <input type="checkbox"/> Self-contained (1-2 beds) <input type="checkbox"/>

This form can be completed electronically but should be printed and signed. Once complete, return it to: [Unipol Student Homes, 155-157 Woodhouse Lane, Leeds, LS2 3ED](#) along with the property declaration form(s)

Signed (authorised signatory): _____

Print Name: _____ Date: _____