



**Lincoln Students' Union**  
**Accreditation Scheme**

**Code of Practice for Agents of**  
**Purpose Built Student Accommodation**

**June 2021 v1.1**

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## **Lincoln Students' Union Accreditation Scheme Code of Practice (CoP)**

Relevant parties include; the University of Lincoln Students' Union Group, who manage 'Lincoln Students' Union Accommodation Services Ltd' (SUAS), and Members of the Accreditation Scheme.

Information has been referenced by; The Ministry of Housing, Communities and Local Government, City of Lincoln Council, Lincolnshire County Council, Lincolnshire Fire and Rescue and Lincolnshire Police.

For the purpose of this Code of Practice, any Landlord, Letting Agent or Company responsible for the management of the accommodation seeking accreditation, will be referred to as the 'property manager.'

### **1.0 Introduction to the Accreditation Scheme**

#### **1.1 About the scheme**

The main aim of the Lincoln Students' Union Accreditation Scheme is to provide safe, clean and well-managed privately owned accommodation for students living in Lincoln which charges fair rent. We will provide advice and support to property managers to achieve good practice in property and tenancy management.

Applicants who can successfully demonstrate that their properties meet the core standards of management and undertake to uphold these standards throughout the term for which membership to the scheme is granted, are described as 'Members.'

The CoP specifies the minimum standards that are required to both attain membership and to achieve the accreditation of accommodation. These standards must be maintained in order that members and properties remain within the Scheme.

For property to be advertised on the [lincolnstudentlettings.co.uk](http://lincolnstudentlettings.co.uk) website, it must first be accredited by the scheme, as such will need to meet or exceed the standards specified within the CoP.

Achieving membership of the Scheme represents a quality mark for Members and as such, Members will be committed to providing and maintaining the high standards specified within this CoP.

#### **1.2 Our responsibilities**

We work in close partnership with property managers, students, the University of Lincoln, Lincolnshire County Council, City of Lincoln Council, Trading Standards, Lincolnshire Police, and Lincolnshire Fire and Rescue.

We will administer and monitor the scheme, including completing regular compliance checks throughout the term of membership.

We will create and maintain a database record of accredited properties and property managers in line with our data protection policy and we will advertise a public list of available accredited properties on our website [lincolnstudentlettings.co.uk](http://lincolnstudentlettings.co.uk)

We will be responsible for issuing, maintaining, renewing, and if necessary, suspending or revoking accreditation status of individual properties or full property portfolios.

We will provide help and support to property managers and tenants in relation to the terms of the CoP, and any other queries relating to accreditation or housing.

We will provide a resolution service for tenant and property manager disputes in line with our Accommodation Complaints Procedure.

## **2.0 Joining the Accreditation Scheme**

### **2.1 Benefits of the scheme**

There are many advantages to becoming a member of the Lincoln Students' Union Accreditation Scheme. These include:

- Unrivalled advertising to over 17,000 students via our accommodation website
- Publicly recognised as a provider of quality housing
- Advice and assistance
- Arbitration in disputes
- A certificate to display in your accommodation
- A digital badge to apply to your listings and your website
- Eligible for the Trusted Landlord Scheme through Lincoln City Council

Lincoln Students' Union Accreditation Scheme places a high value on its relationships with Members and its service to Lincoln University students, ensuring that students living in accredited accommodation benefit from the standards, expectations and recommendations specified within this CoP. This document has been developed based on legal requirements but also on the experience of students living in accommodation in Lincoln. We gain regular feedback to enable us to deliver the best possible housing experience. As such, we expect all of our accredited property managers not to discriminate against anyone during the letting process, and to respect student tenants in line with equality, diversity and inclusion guidelines detailed in Lincoln Students' Union Equal Opportunities Policy (2020) found at [https://2d53b4ae7710437ef402-16882fd0dd682351953626dbea9fe405.ssl.cf3.rackcdn.com/61747B8B\\_ULSU\\_Equal\\_Opportunities\\_Policy.pdf](https://2d53b4ae7710437ef402-16882fd0dd682351953626dbea9fe405.ssl.cf3.rackcdn.com/61747B8B_ULSU_Equal_Opportunities_Policy.pdf)

### **2.2 Becoming a Member**

Applying to become a Member and joining the Scheme is the first stage in the process of being able to advertise accredited accommodation. Property managers who can meet the management requirements may apply to be a Member of the Accreditation Scheme.

In order to become a Member, applicants will be required to complete an application pack providing property manager information, management and property details, terms and conditions, a property checklist and a declaration to establish that they are a "fit and proper person." Application packs can be obtained by filling in a "register your interest" form on [lincolnstudentlettings.com](http://lincolnstudentlettings.com).

Applications for membership will be reviewed by the Housing and Accreditation Scheme Manager and if successful the applicant will be granted the status of being a Member following an initial inspection of each property (contact will be made within 5 working days of an application being received to book an appointment for physical or virtual accommodation checks). Membership will remain valid for one year from the date of accreditation unless terminated for a serious breach of compliance with the CoP.

Members of the Scheme are approved on the understanding that, as well as fulfilling the membership criteria, they will comply with the requirements of the CoP and any other licence or approval requirements enforced by the Local Authority. For property managers, who wish to join the scheme there is an application process and a fee based on number of rooms per accommodation. Scope of charges are detailed in section 2.4 of this document.

### **2.3 Property Accreditation**

Once the application pack has been returned with the appropriate payment and the initial compliance check is complete, the property will be listed on [lincolnstudentlettings.co.uk](http://lincolnstudentlettings.co.uk). All listings will be sent to the Housing and Accreditation Scheme Manager for listing on the website using the 'PBSA new property form.' Accreditation inspections are part of the membership package and will not occur any additional

charges. The standard that Members are asked to achieve may be more than that which is enforceable in law.

Attaining membership status constitutes a formal arrangement between a Member and Lincoln Students' Union in which members undertake to comply with and maintain the standards specified within the CoP, comply with statutory requirements and pay the annual Scheme fees.

Achieving accreditation for a property does not imply that Lincoln Students' Union will guarantee levels of occupancy, or agree to underwrite any voids.

Non-payment of any fees will be taken as an indication to Lincoln Students' Union that the Member no longer wishes to be part of the scheme and as such any properties being advertised on behalf of a Member will be taken off-line and accreditation status removed.

Where properties have been inspected and found to be satisfactory for their purposes, then the property will be considered for formal accreditation. If, following consideration of the inspection report, the property meets all requirements, Lincoln Students' Union will produce a digital badge to be displayed on all listings, and a 'Certificate of Accreditation' for display in the accredited property. Accreditation for each property which is a part of the scheme remains valid for one year from the date of issue.

Where properties have been inspected and found to be unsatisfactory, then recommendations will be made to the property manager and reinspection will be arranged with Lincoln Students' Union within an agreed timescale appropriate to the level of work required, to check that improvements have been made to a satisfactory standard.

If a property manager intends to transfer ownership of their accredited property or company during the term of membership, they may transfer their accreditation status, with the prior consent of Lincoln Students' Union. The new company or property manager must provide a signed Accreditation Agreement and Application Form. Lincoln Students' Union reserve the right to refuse transfer of accreditation.

A condition of membership is that a Member will only direct students to accredited properties that are advertised on the Lincoln Student Lettings website.

## 2.4 Scope of Charges

Charges are for one full year's membership to the Accreditation Scheme. The fee charged is based on the number of bed spaces in the PBSA block being accredited. PBSA joining the Accreditation Scheme between June and September, will be advertised from October.

An initial membership fee of £350 is charged, in addition to a charge per bed space, the scale of which is shown in the table below. Accreditation is applied to the individual property, not the property manager. Below is the table of charges, correct as of June 2021. All prices are inclusive of VAT. A minimum fee of £900 will be charged.

Number of bed spaces	2021/22 Academic Year rate		
	Membership Fee		Cost per bed space
0-29	£350	+	£25
30-59	£350	+	£24
60-99	£350	+	£23
100+	£350	+	£22

An invoice can be requested by contacting [lincolnstudentlettings@lincolnsu.com](mailto:lincolnstudentlettings@lincolnsu.com) stating the number of bed spaces in the PBSA being applied for.

## **2.5 Accreditation Termination, Refusal or Withdrawal**

Lincoln Students' Union reserves the right to refuse accreditation on any grounds and to withdraw accredited status on the grounds of non-compliance with this CoP. In the event of a termination being implemented, students within the affected accommodation will be notified.

Grounds for the withdrawal of accreditation include, but are not limited to, loss of the "fit and proper person" status, serious and/or repeated failure(s) in management processes, failure to continually comply with required property standards, non-payment of fees and any action(s) that brings the Accreditation Scheme into disrepute.

Lincoln Students' Union will immediately withdraw accreditation for one or more of the following reasons:

- If the property manager is convicted of an offence relating to harassment or unlawful eviction, mortgage fraud, housing benefit fraud, or a breach of the conditions attached to a housing grant or if it transpires that they have been so convicted, within the past five years.
- If the property manager has not complied with the requirements of any statutory notice served by the Local Authority or any other regulatory body and this has resulted, during the last three years, in either the Member's prosecution or works being carried out in default.
- If the property manager has been convicted of an offence which could be seen as being reasonably relevant to the letting of property to young people.
- Where a property manager or a person named as a director or owner of a company applies for or receives membership status and that person or company is found to be listed on the Government's Rogue Landlord Database.
- In the event of circumstances amounting to 'force majeure' neither party shall be in breach of contract or held liable for any obligations which cannot be met, if such delay or failure of obligation results from events, circumstances or causes beyond its reasonable control.

In the event of accreditation being withdrawn, Scheme fees will not be refunded, and Lincoln Students' Union Accommodation Services Ltd reserve the right to claim compensation from the property manager for any loss arising directly or indirectly from any non-compliance with the CoP.

## **2.6 Promotion of Accredited Property**

Lincoln Students' Union undertakes to promote accredited properties within the Scheme to students through the Lincoln Student Lettings website. Students have access to this site which will only advertise Lincoln Students' Union accredited properties. The website will also give students access to all documentation relating to the Accreditation Scheme as part of our commitment of openness and transparency.

Individual adverts will only become live once accreditation is achieved, the format of the advertisement has been approved by the Housing and Accreditation Scheme Manager, all of the mandatory inspection certification has been provided, the Application Form has been completed, and the appropriate Accreditation Scheme fee has been paid via invoice request.

Students will be able to search on the Lincoln Student Lettings website for accommodation which matches their requirements. They are advised to contact Lincoln Students' Union for further advice if none of the choices are suitable, or if fully accessible property is required. LincolnSU.com will also display a full list of accredited properties and Accreditation Scheme Members for reference.

## **3.0 Management of Accommodation**

### **3.1 Website Content**

Property Managers must provide an accurate description of the room types, contents and images to Lincoln Students' Union Accreditation Scheme for use on the Lincoln Student Lettings website. The Housing and Accreditation Scheme Manager manages the property listings content and maintains editorial control of each listing.

If any changes to property provision or amenities occur, Lincoln Students' Union must be informed as soon as reasonably possible via email to [lincolnstudentlettings@lincolnsu.com](mailto:lincolnstudentlettings@lincolnsu.com)

### **3.2 Tenancy Information**

A tenancy agreement is a contract between the property manager and the student tenant; however, Lincoln Students' Union advises that Members of the scheme should take all necessary steps to do the following:

- Prospective tenants will be provided with a copy of the tenancy agreement, and they will be granted a minimum of 24 hours to seek independent advice on the contractual terms;
- No monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement;
- All tenancy agreements should be in the form of individual Assured Shorthold Tenancy agreements;
- Any contractual documentation is presented clearly and uses easily understandable language. It should not include any unfair contract terms or create any significant imbalance between the two parties. Where legal statements are made then an explanatory sheet could be issued to clarify points of practice;
- No signing fee should be charged to the student;
- No reservation fee is charged to new or existing students to secure a room for the following Academic year;
- The tenancy agreement should be for a maximum of 48 weeks unless otherwise agreed with the student prior to signing the contract;
- The tenancy agreement contains sufficient information regarding the process if a student withdraws or is withdrawn by the University. This eventuality may make the property manager liable for any remaining Council Tax;
- The tenancy agreement includes specific rules relating to:
  - Behaviour
  - Guests
  - Smoking and drug use
  - Prohibited use of high-risk fire items
  - The provision of Fire Safety and Prevention advice
  - Damage to the property (by tenant or their guests)
  - Conduct towards other tenants in the PBSA
  - Energy usage
  - Car parking
  - Noise
  - Parties
  - Neighbour relations
  - Implications of late or non-payment of rent

All prospective tenants must be given the opportunity to view the property, with consideration being given to any existing tenants.



### **3.3 Rent and Charges**

Clear and precise statements should be provided including annual rental values, dates and how payments will be made. The value and purpose of any deposits held should be clearly stated, and clarification of which Tenancy Deposit Scheme is to be used.

All rents should be inclusive of utility bills, licences, and reasonable broadband access. Full time students are exempt from Council Tax payments. Details of all included utilities should be provided to the tenants, with any exclusions noted.

A realistic maximum weekly figure for utility bills may be stated in the tenancy agreement and if the bills rise above this figure, the additional cost may be allocated evenly between the tenants at the end of the tenancy agreement. If tenants have left during the normal period, the remaining tenants must not be penalised for their absence nor incur their costs. Proof of utility costs should be provided to tenants on request. If additional charges are to be made, copies of all bills for the tenancy period should be given to the students, at the time of charging. They should give specific details and any division of payments should be stated to demonstrate fairness.

Receipts should be issued for all payments of rent, deposit, or charges. Rental charges as detailed within the Tenancy Agreement must not be increased during the academic year.

### **3.4 Deposits**

From 6th April 2007, the government introduced a Tenancy Deposit Scheme. There are two types of scheme available:

- The custodial scheme where the property manager pays the deposit to the scheme and it is then kept with the scheme until the end of the tenancy.
- An insurance scheme where the property manager keeps the deposit but pays an insurance premium to the scheme. The deposit is insured if there is any dispute and the scheme will repay the tenant the agreed amount directly.

Members shall provide tenants with information regarding their deposit within 30 days of the day when they paid the deposit. This information must include:

- Contact details of the property manager
- Which tenancy deposit scheme they are using and contact details for the scheme
- Information about the purpose of a tenancy deposit
- How deposits can be returned at the end of the tenancy
- What to do if there is a dispute about the deposit

Property managers should ensure that in apartments or housing with more than one occupier, there is an adequate period between tenancies (no less than 4 weeks, unless previously agreed with the tenant) to ensure that end of tenancy inspections can be carried out, deposits returned and maintenance and cleaning completed before the next tenancy commences. At the end of the tenancy, property managers must provide a written breakdown of the specific costs if they intend to retain any part of the deposit. Property managers are only entitled to retain amounts owing to damage caused to property or rent owed. Reasonable wear and tear is not covered.

Deposits should be returned within ten days of the end of the tenancy or within the appropriate timeframe as dictated by the Tenancy Deposit Protection Scheme used by the property manager.

### **3.5 Management of Properties**

Every accommodation must have a designated manager. Applicants to the Scheme are required to name the manager of the property of any joint ownership responsibility.

Managers should ensure they have guidelines in place to deal with theft within the property, disputes between residents, damage to accommodation and other residents' property, welfare issues, noise, alcohol and drugs, etc. These guidelines should be provided in writing and communicated properly to each tenant prior to commencement of tenancy.

Student tenants must have access to a 24-hour, 7 day a week emergency contact number, which is not connected to an answer phone, and will be answered at all times. These contact details must be available upon commencement of tenancy.

Where access is required for the cleaning of communal areas, a schedule should be provided detailing entry times during the year. If unforeseen circumstances result in changes to this schedule, a minimum of 24 hours' notice should be given, or other reasonable arrangements agreed with the tenants.

All accommodation should be provided with up-to-date information relevant to the accommodation and appliance information.

Managers must make tenants aware of any planned maintenance visits via a written notice, within a minimum of 24 hours of the scheduled visit.

Managers, because they have regular contact with tenants, must comply with the requirements of being a "fit and proper person". Cleaning and maintenance staff do not need to be checked unless they also perform a support role or have regular contact with tenants in the absence of the Manager. Property owners should not knowingly employ anyone who has a criminal record to fill these roles.

Managers are to ensure fire exits and routes are clearly and permanently signposted and that tenants are aware of their location.

Members are encouraged to ensure that fittings are energy efficient, e.g. light bulbs in communal areas, fittings in communal hallways on timers and heating controls secured.

Accommodation should be managed to ensure as far as possible, no unauthorised heating/lighting equipment is in use and tenants should be made aware of these restrictions.

Managers should make tenants aware that televisions in study bedrooms require an individual television licence paid for by the student, unless included in the tenancy agreement.

In the event of lost keys or entry fobs, tenants must be able to contact the Manager to arrange access to their property and room with an emergency contact number.

Tenants should be made aware of the recycling and refuse policies in the accommodation and the days which refuse is collected where necessary.

### **3.6 Standard Procedures for New Tenants**

An Energy Performance Certificate (EPC) is made available to prospective tenants, prior to viewing or agreeing to rent self-contained accommodation. There is a national register of Domestic Energy Assessors who will issue this certificate. Guidance can be found at <https://www.gov.uk/find-an-energy-assessor>

Any statutory notices relevant to repossession of the accommodation are served on existing tenants to avoid any undue delay to incoming tenants.

The accommodation will be complete and ready for occupation at the commencement date of the tenancy.

Lincoln Students' Union would expect new tenants to arrive to an accommodation which has been prepared in a manner that is clean and ready to use and free from repair and maintenance matters relevant to the previous tenancy.

Prospective tenants will be allowed to view the accommodation and room prior to being issued a contract.

Clear details must be presented or displayed within the accommodation of how contact is to be made with the property manager or their nominee in the case of emergency and that contingency plans are in place when the member is unavailable.

A comprehensive inventory is provided which details items present within the accommodation and some measure of their condition to allow proper assessment of any dilapidation or damage, with photographs provided where appropriate, which will be agreed and signed by both parties as soon as possible after occupation.

Clear information should be provided in respect of Inventory Management and what assumptions may be made in the case of a non-return of inventory information at the start of the tenancy.

Where access for routine inspection is required, not less than 24 hours' notice is given and that access for other reasons will be in the case of repairs or emergency only.

Where access is required for viewing purposes, 24 hours' notice shall be given, or other reasonable arrangements agreed with the residents prior to the visit.

Members must conduct themselves in a courteous, considerate, and professional manner at all times.

Members will make student tenants aware that the Lincoln Students' Union Accreditation Scheme operate a programme of house visits and that an SU Housing Associate may wish to monitor standards.

Reasonable access must be arranged on request for the following officials:

- City of Lincoln authorised Officers
- Fire Officer
- Environmental Health Officer
- Trading Standards Officer
- Police Officer
- and any person accompanying them or acting on their behalf.

Members will ensure a commitment to safety and security by disseminating information provided from time to time by Lincolnshire Fire and Rescue, Lincolnshire Police, Lincolnshire County Council and City of Lincoln Council.

### **3.7 Responsibility to the Neighbourhood**

A notice must be provided which describes the refuse storage arrangements for the dwelling and the refuse collection arrangements for the locality.

Members should ensure that any gardens are kept tidy and that litter is cleared away. Similarly, rear gates and alleyways should be kept in a clean and tidy manner.

Members are the first port of call in responding to complaints about the behaviour of tenants. For persistent problems, Members should notify Lincoln Students' Union, who may liaise with the appropriate statutory body, the University of Lincoln and the University of Lincoln Students' Union Advice Centre.

### **3.8 End of Tenancy**

Members should ensure that tenants are issued with details of any liabilities they have incurred. Clear guidelines should be issued on what arrangements are necessary.

Deposits are only used for the purpose for which they were levied.

Where monies are withheld for reasonable costs incurred by a property manager, a supporting statement of those costs must be provided on the return of the deposit within the required timescale.

### **3.9 Dispute Management, Complaints and Appeals**

Should a dispute between a member and student tenant occur, then it is expected that members will deal with that dispute in a reasonable manner at all times. In the case of a dispute, Members must:

- Respond reasonably and promptly to any complaints raised by tenants or their representatives.
- Ensure that there is a written response to correspondence from tenants or their representative within 10 days of receipt.
- Ensure that all settlements and agreements reached are actioned within 3 weeks of the settlement being agreed.

In the event of a dispute not being resolved informally, the Lincoln Students' Union Accreditation Scheme Complaints Procedure may be triggered.

Members must acknowledge complaints about a breach of the code of practice and to respond to repairs in the time scales specified in section 7.2 of this document.

Any breach of the Code of Practice will be investigated and may result in the use of the Lincoln Students' Union Accommodation Services Ltd Accreditation Scheme Complaints Procedure, and suspension of Accreditation and advertising of properties.

Where a property manager has 2 or more complaints upheld then Lincoln Students' Union may not seek to invite membership for the next year, or until Service Levels of the property manager have reached an acceptable level.

The process of determining if a complaint is valid or is not covered in the Lincoln Students' Union Accreditation Scheme Complaints Procedure. The final decision will remain with the Panel of Adjudication. This procedure does not affect any statutory rights that may be consequent to any action taken by one of the statutory bodies.

If any complaints are raised against a member, it may be appropriate for a representative of Lincoln Students' Union Accreditation Scheme to undertake additional inspections of the property.

## **4.0 Specification of Standards for Accommodation**

### **4.1 Key Requirements of the Code of Practice**

Accredited accommodation must fulfil the standards detailed in the sections below. Documentary evidence is required for the certifiable aspects of the Scheme, to be submitted with the application.

### **4.2 Repair and Physical Condition**

Accommodation shall be in good repair, and free of serious hazards. The Housing Health and Safety Rating System (England) Regulations 2005 which came into force on 6th April 2006 specifies how hazards can be identified and classified. It is not possible to give a definitive list of all the circumstances that could result in a hazard.

The Housing Health and Safety Rating System and the 29 prescribed hazards are described in the Government publication 'Housing Health and Safety Rating System Guidance for Landlords and Property

Related Professionals' <https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals>

All properties must meet the decent homes standard, which requires accommodation to meet the criteria:

1. Meets the current statutory minimum standard for housing;
2. Is in a good state of repair;
3. Has modern facilities and services;
4. Provides a good degree of thermal comfort.

### **4.3 Electrical Installation**

Because of the associated risks of fire and electrocution, it is a legal requirement that an inspection report be provided by a competent electrician. This may be provided by either a member of the National Inspection Council for Electrical Installation Contractors or a member of the Electrical Contractors Association.

The report should have been carried out within the last 5 years and shall state that the electrical installation is safe to use. All electrical appliances should be PAT tested (see section 6.8)

### **4.4 Gas Appliances**

All gas appliances and flues should have been subject to a service check by a Gas Safe Registered installer ([www.gassafetyregister.co.uk](http://www.gassafetyregister.co.uk)) certified to carry out this type of work, within the previous 12 months. Records of the most recent inspection and the inspection immediately preceding it shall be made available. A copy of the most recent report should be on display in the property and shall state that all gas appliances are safe to use.

A carbon monoxide detector must be fitted in an appropriate location in every room where a gas appliance is situated.

### **4.5 Energy Performance Certificates**

A valid Energy Performance Certificate (EPC) must be made available to all tenants. Houses require an EPC from 1st October 2008. There is a national register of Domestic Energy Assessors who will issue this certificate. Full guidance is given on the Government website.

The EPC for each property must be provided to Lincoln Students' Union at application stage, and subsequently prior to expiry of the preceding certificate. Failure to do this will automatically result in the removal of the property from the website.

An EPC is only required for a property which is self-contained, and it is valid for 10 years.

An EPC is not required when a tenant rents a room and shares facilities (i.e. each room does not require an EPC) however the property as a whole does still require an EPC. This Accreditation Scheme requires all properties to have an EPC rating of E or above.

### **5.0 Fire Safety**

The following are minimum fire safety requirements, dependent on the size of the accommodation.

All newly built or refurbished accommodation must comply with the Part B1 Approved Document of the Building Regulations 2019 Edition and subsequent amendments, and the following minimum standards. All prospective accredited accommodation shall be subject to an initial inspection by the Housing and Accreditation Scheme Manager or their designated representative. The appropriate level of fire precautions can be determined by referring to <https://www.lincolnshire.gov.uk/lincolnshire-fire-rescue>. This inspection will provide sufficient satisfactory evidence to Lincoln Students' Union that the appropriate fire safety requirements are being fulfilled.

Further advice can be obtained from the Private Sector Housing Department of City of Lincoln Council or Lincolnshire Fire and Rescue.

All new applications for Accreditation will be required to confirm that an appropriate Fire Risk Assessment has been carried out of the premises. The FRA must be completed by a competent person with sufficient knowledge. LACoRS (Local Authorities Coordinators of Regulatory Services) provides guidance on the required Fire Safety provision in different types of housing and can be viewed here: <https://www.cieh.org/media/1244/guidance-on-fire-safety-provisions-for-certain-types-of-existing-housing.pdf>

Other useful guides include Fire Risk Assessment in Sleeping Accommodation <http://webarchive.nationalarchives.gov.uk/20120919132719/www.communities.gov.uk/documents/fire/pdf/150967.pdf> and the 5 Steps to Fire Safety Risk Assessment <http://webarchive.nationalarchives.gov.uk/20120919132719/www.communities.gov.uk/documents/fire/pdf/151102.pdf>

Property managers should note that a physical copy of the FRA, Gas inspection certificate, and Electricity inspection certificate must be made available at the property for inspection by any enforcing authorities.

### **5.1 Two-storey building converted into self-contained flats**

Fire provision for a two-storey building converted into self-contained flats or shared flats:

- Escape routes - 30-minute protected route is required, including 30-minute fire-resisting construction and FD30S doors to rooms opening onto escape route. No requirement for fire doors within flats, but sound, well constructed and close-fitting conventional doors are required. Travel distance must not be excessive. It may be possible to accept an existing lower standard of protection in the protected route if there are suitable escape windows from bedrooms and living rooms.
- Fire separation - 30 minutes fire resistance between flats throughout is the ideal, but on risk assessment there may be no requirement for additional fire-resisting separation between units providing walls and floors are of sound, traditional construction and additional compensatory detection is fitted.
- Fire detection and alarm system - A mixed system
  - Grade D: LD2 coverage in the common areas and a heat detector in each flat in the room/lobby opening onto the escape route (interlinked); and
  - Grade D: LD3 coverage in each flat (non-interlinked smoke alarm in the room/lobby opening onto the escape route) to protect the sleeping occupants of the flat
  - Subject to fire separation (above)
- Lighting of escape routes - Conventional artificial lighting is required. Emergency escape lighting required if the route is long or complex or where there is no effective borrowed light
- Firefighting equipment - Fire blanket to be provided in each kitchen (recommended good practice). Simple multi-purpose extinguisher on each floor in the common parts (ground floor hallway only if no first-floor common parts) recommended

### **5.2 Three- or four-storey building converted into self-contained flats**

Fire provision for a three- or four-storey building converted into self-contained flats or shared flats:

- Escape routes - 30-minute protected route is required, including 30-minute fire-resisting construction and FD30S doors to rooms opening onto escape route. No requirement for fire doors within flats, but sound, well constructed and close-fitting conventional doors are required. Travel distance must not be excessive.
- Fire separation - 30 minutes fire resistance between flats throughout is the ideal, but on risk assessment there may be no requirement for additional fire-resisting separation between units

providing walls and floors are of sound, traditional construction and additional compensatory detection is fitted.

- Fire detection and alarm system - A mixed system
  - Grade A: LD2 coverage in the common areas and a heat alarm in each flat in the room/lobby opening onto the escape route (interlinked); and
  - Grade D: LD3 coverage in each flat (non-interlinked smoke alarm in the room/lobby opening onto the escape route) to protect the sleeping occupants of the flat
- Lighting of escape routes - Conventional artificial lighting is required. Emergency escape lighting required if the route is long or complex or where there is no effective borrowed light
- Firefighting equipment - Fire blanket to be provided in each kitchen (recommended good practice). Simple multi-purpose extinguisher on each floor in the common parts recommended
- Fire safety signs - Final exit sign and signage along escape route if the escape route is complex

### **5.3 Five- or six-storey building converted into self-contained flats**

Fire provision for a five- or six-storey building converted into self-contained flats or shared flats:

- Escape routes - 30-minute protected route is required, including 30-minute fire resisting construction, FD30S doors to rooms opening onto escape route, and FD30 doors (self-closers not required) to risk rooms within flats. Travel distance must not be excessive
- Fire separation - 30-minute fire separation between units of accommodation throughout 30-minute separation is required across the stairway between fourth and fifth floors and first and second floors
- Fire detection and alarm system - A mixed system note 12:
  - Grade A: LD2 coverage in the common areas and a heat detector in each flat in the room/lobby opening onto the escape route (interlinked); and
  - Grade D: LD3 coverage in each flat (non-interlinked smoke alarm in the room/lobby opening onto the escape route) to protect the sleeping occupants of the flat.
- Lighting of escape routes - Emergency escape lighting required. Conventional artificial lighting required
- Firefighting equipment - Simple multi-purpose extinguisher on each floor in the common parts. Fire blanket to be provided in each kitchen (recommended good practice)
- Fire safety signs - Final exit sign. Directional signage along escape route

## **6.0 Amenities**

### **6.1 Bathroom and Kitchen Amenities in Relation to Number of Tenants**

For 1 to 5 Tenants:

A minimum of 1 fixed bath and/or shower and 1 WC. The WC may be situated within the bathroom. If the WC is separate from the bathroom, there must be a wash hand basin (WHB) within the same room as the WC.

Where there are 5 tenants, the bathroom and WC must be separate, although the bathroom may also contain a WC.

At least 1 kitchen, not more than 2 floor distances from the furthest bedroom. With a minimum of 7m<sup>2</sup> of kitchen space, with 1 cooker, 1 sink, 1 fridge/freezer, 4 electric sockets, 2m worktop.

For 6 to 8 Tenants:

A minimum of 2 bathrooms and 2 WCs with WHBs, which do not have to be separate.

At least 1 kitchen, not more than 2 floor distances from the furthest bedroom, consisting of:

- 6 persons: 9m<sup>2</sup> kitchen space, 1 cooker or microwave, 1 sink or dishwasher, 2 fridge/freezers, 8 electric sockets, 2.25m worktop.
- 7 persons: 11m<sup>2</sup> kitchen space, 2 cookers, 1 sink or dishwasher, 2 fridge freezers, 8 electric sockets, 2.5m worktop.

For 9 to 10 Tenants:

A minimum of 2 bathrooms and 2 WCs with WHBs (one of the WCs may be contained within one of the bathrooms, the other must be separate). The bathrooms are to consist of a fixed bath and/or shower and the WC may be situated within the bathroom with a WHB. If the WC is separate to the bathroom a WHB must be within the same room.

At least 2 kitchens, or 1 large kitchen with dining room, not more than 2 floor distances from the furthest bedroom, consisting of:

- 8-10 persons - 7m<sup>2</sup> + 2m<sup>2</sup> per person over 5, 2 cookers, 2 sinks, 2 fridge freezers, 8 electric sockets, 2m +0.25m worktop for each additional person over 5 tenants.

11+ Tenants:

An additional bathroom and separate WC must be provided for every further 5 tenants or part thereof, not more than 1 floor distance from the furthest bedroom.

At least 3 kitchens (ratio 1 set of the required kitchen facilities per 5 persons or part thereof) or 1 large kitchen with dining room, containing 3 sets of the required kitchen facilities (ratio 1 set of the required kitchen facilities per 5 persons or part thereof), no more than 2 floor distances from the furthest bedroom, consisting of:

- 7m<sup>2</sup> + 2m<sup>2</sup> per person over 5, 3 cookers, 3 sinks, 3 fridge freezers, 12 electric sockets, 2m +0.25m worktop for each additional person over 5 tenants.

## 6.2 Water Closets

The minimum number of WC's required must be in accordance with the above schedule; the minimum number of WC's required must either open off a hallway, landing or passageway, or be entered via a ventilated lobby. They must not open off a bedroom, or directly off a kitchen or living room. (This requirement is not applicable to en-suites). A wash hand basin shall be provided in the same room as the WC. All surfaces should be clean, in good repair and be capable of being kept clean.

## 6.3 Bathroom or Shower

All surfaces should be clean, in good repair and be capable of being kept clean. Fire detectors should not be placed directly outside the door of a bathroom or en-suite room. All bathrooms and all WC's which lead off a kitchen must have mechanical ventilation.

## 6.4 Kitchen

A shared kitchen should be suitably located in relation to the living accommodation, and of such layout and size and equipped with such facilities so as to adequately enable those sharing the facilities to store, prepare and cook food. The layout of the kitchen will not be prejudicial to safety. All surfaces shall be clean and be capable of being kept clean. All items must be fit for the purpose and supplied in sufficient quantity for the number of tenants, as set out in the schedule above.

The kitchen must be equipped with the following equipment:

- Sink(s) with draining board(s)
- Adequate supply of constant running water, both hot and cold
- Installations or equipment for the cooking of food (Cookers and Hobs)



- Electrical sockets
- Worktops suitable for the clean and safe preparation of food
- Cupboards for the storage of food or kitchen and cooking utensils. There should be at least one wall unit for each student tenant to store their food, plus 2 base units per 5 tenants (not including under sink storage)
- Refrigerators with an adequate freezer compartment (or where the freezer compartment is not adequate, separate freezers). The fridge and freezer should both have one shelf/drawer for each student tenant.
- Appropriate refuse disposal facilities
- Appropriate mechanical extractor fans, fire blankets and fire doors. Regular inspection/cleaning of the extractor fans should be undertaken, and details entered in Fire Logbook. Fire doors should not be propped open, nor item/s hung over/from them, stopping them closing fully. Self-closing devices (if fitted) should not be tampered with and/or disengaged by tenants.

### **6.5 Bedrooms**

Bedrooms must have natural light and be supplied with sufficient artificial lighting. Each bedroom must contain the following facilities:

- A bed (double only if intended for couple occupation)
- Mattress
- Wardrobe or similar clothes storage space
- Chest of drawers
- Desk or desk surface
- Adjustable desk chair
- TV socket
- Electrical sockets, minimum of 2 double sockets
- Curtains or blinds

### **6.6 Shared Living and Dining Areas**

For shared and self-contained properties there must be a shared common room with at least the following facilities:

- The same number of easy and comfortable lounge seating as residents
- A dining table and dining chairs with at least the same number of places as residents

### **6.7 Gardens, Yards, and Refuse Areas**

Suitable receptacles shall be provided for local authority waste collection; Provide hard standing for council supplied wheelie bins, and suitable private storage for other refuse collections.

### **6.8 Safety of Furniture and Appliances**

All furniture and furnishings will comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.

All electrical appliances should be PAT tested and checked to make sure that they are not chipped, broken, or otherwise showing undue wear and tear, and to make sure that the correct fuse has been used. It is the property manager's responsibility to include in their tenancy any further PAT test requirements they may have of student tenants using their own electrical equipment. All PAT testing should be undertaken by a competent person and a written statement made available to the Housing and Accreditation Scheme Manager if requested.

## **6.9 Appliances and Instructions**

Within the accommodation, simple instructions will be provided on the use and any necessary user maintenance of any of the following if they are available for use in the property:

- Vacuum cleaner
- Shower
- Cooker
- Microwave oven
- Washing machine / tumble drier
- Clothes iron
- Hot water, and heating controls

Tenants should be instructed in person on how to correctly use the heating and hot water controls; any rules on the use of these appliances must be clearly set out by way of a poster either on or adjacent to the boiler or appliance.

## **6.10 Heating**

Programmable central heating shall be installed so that there is a radiator in every room. All radiators must be fitted with Thermostatic Radiator Valves. Alternatively, there should be an electrical space heating appliance within each bedroom connected to a fused spur, and a means of heating the main living room and bathrooms.

Liquefied Petroleum Gas (LPG), gel or bioethanol fuelled fires, camping fires/stoves, fire pits and paraffin heaters are not permitted.

## **6.11 Security**

The external door located at the end of the shortest route to open air from any point in the premises will normally be considered the main "Fire Exit" from the premises. This door must be provided with a security fastening approved by Lincolnshire Fire and Rescue. The security device fitted should be able to be released without the internal use of a key, i.e. by thumb turn release of the lock. This should not be alongside vulnerable glass panels. If this cannot be avoided, the glazing should be replaced with 6.4mm laminated glass. However, other methods of providing an appropriate level of security may also be considered, provided this can be done without compromising ease of exit from the premises in an emergency.

All ground floor windows, and first-floor windows accessible from a flat roof, shall be fitted with security locks to the opening sash. There is a balance to be made between security features and increasing other risks such as fire. Escape windows that may be safely used as means of escape in case of fire should be openable from inside without use of a removable key.

All bedroom doors shall be fitted with a lock to ensure security to property. Locks shall be escape sash locks, or similar, to ensure easy escape in the event of a fire, ensuring the lock is disengaged when the handle is depressed from the inside. No habitable room door should be fitted with a bolt or lock that requires a key to lock it from inside the room.

## **7.0 Maintenance and Repair**

Property managers should ensure that the property and its contents comply with the requirements in this CoP. There should be an ongoing commitment to make sure that the property and its contents are maintained in a satisfactory condition as far as is reasonably practicable.

Where access is required for planned maintenance, 24 hours' notice shall be given, or other reasonable arrangements agreed with the residents.

Members shall ensure that all common parts are in good decorative order, kept clean, safe and free from obstruction. Particular regard shall be had to the repair of handrails, banisters, stair coverings, windows, and to fixtures, fittings and appliances supplied by the property manager and used in common by two or more households.

Yards, and forecourts shall be kept in good repair and be clean. Gardens shall be kept safe and tidy. All external guttering and drainage shall be kept in good repair.

## **7.1 Testing, Maintenance and Record Keeping of Fire Precautions**

Members must ensure that all means of escape from fire are kept free from obstruction and maintained in good order and repair. Members must ensure that all fire escape notices are visible.

A Fire Logbook should be used to maintain records of the testing and maintenance of all fire safety equipment and systems. The Fire Logbook should be available for inspection by tenants, the enforcing authorities, the properties Fire Risk Assessor and in this case, the Students' Union and/or their rep.

Alarms installed to BS5839: Part 6 Grade D should be tested monthly and the inside of smoke alarms should be cleaned using a vacuum cleaner annually to ensure that dust is not blocking the sensor.

Fire warning systems installed to BS5839: Part 6 Grade A should be tested at least weekly using a different call point for each successive test. The duration of the test should be sufficient to check that the system is operating satisfactorily. Any defects should receive immediate attention. The date result and the signature of the person carrying out the test should be recorded.

Fire warning systems installed to BS5839: Part 1 shall be overhauled and tested annually and a form to BS7671 for 'Fire Detection and Alarm System Periodic Testing Certificate' should be obtained from the contractor responsible for the work.

Emergency lighting systems installed to BS5266 shall be tested monthly by the property manager and checked annually by a competent person. Any defects should receive immediate attention. The date, result and signature of the person carrying out the test should be recorded in the Fire Logbook.

Where provided, firefighting equipment shall be examined annually by the manufacturers or other competent persons and maintained and tested in accordance with BS5306-3. Fire blankets shall be checked annually by a competent person as per BSEN1869:1997 and be maintained or disposed of in line with the manufacturer's instructions.

## **7.2 Response to Disrepair**

Where a complaint about disrepair is received, the following service standards should be met:

- Emergencies – Remedy within 24 hours
- Urgent repairs – Remedy within 3 working days
- Priority repairs – Remedy within 7 working days
- Nonpriority repairs – Remedy within 28 working days

### **Emergencies include:**

Total loss of electric power  
Unsafe lighting socket or electrical fitting  
Gas leakage  
Blocked or leaking foul drain  
Toilet not flushing

- Leak from water or heating system
- Blocked flue to boiler
- Insecure external window, door or lock
- Urgent repairs include:** Partial loss of electric power, e.g. light socket
- Blocked sink, bath or basin
- Tap which cannot be turned on or off
- Loss of space heating or hot water supply
- Loose or detached banister or handrail
- Priority repairs include:** Leaking roof

The above are examples but do not form an exhaustive list.

Planned or routine maintenance should be carried out with respect and consideration to the convenience of the tenants. Where possible; reasonable notice should be given to tenants for the commencement of works or visits by contractors.

Following works, all debris and waste materials should be cleared from the building in a clean and tidy manner. It is expected that all tradesmen will behave in a courteous and professional manner at all times.

All repairs reported should be recorded in a log which can be used to confirm dates of referral.

## **Useful Contacts**

### **Lincoln Students' Union Accreditation Scheme**

[lincolnstudentlettings@lincolnsu.com](mailto:lincolnstudentlettings@lincolnsu.com)

01522 837 638

### **City of Lincoln Council**

01522 881 188

### **Lincolnshire County Council**

01522 552 222

### **Lincolnshire Fire and Rescue**

01522 555 777

### **Lincoln Students' Union Advice Centre**

[advice@lincolnsu.com](mailto:advice@lincolnsu.com)

01522 873 000