

CRITERIA OF BEING ACCREDITED AND CODE OF CONDUCT

Criteria of Being Accredited

In order to successfully achieve and continue to be accredited the applicant landlord, agent or staff of agent agrees the following:

I, the applicant agree:

- This criteria may be changed at any time by NLAS without prior notice
- To the NLAS code of conduct
- To make payment of the appropriate fee for landlords or agents
- Where reasonably practicable, to participate in and promote the Accredited Tenant Scheme
- Declare that I am a “fit and proper person”
- To complete the accreditation development course within 3 months
- To the local authority being asked if they know of any reason why you would not be a fit and proper person
- To maintain CPD hours at the rate of at least 10 hours per annum
- Agents must continue to have at least two thirds of staff to have completed the development course (or other approved course).
- Tenants will be able to check you are accredited but your personal details will not be visible to the general public.
- Agree that NLAS, Guild of Residential Landlords and Training for Professionals may provide from time to time marketing of products or services that we may think you will find useful and will include services or courses which earn CPD hours. (Your details will not be provided to any third party not mentioned on this page)
- If requested, or voluntarily offered by completing the details on the NLAS website, provide NLAS with a full list of dwellings owned or managed by you which will be shared with the local authority and held in strictest confidence by NLAS and the local authority
- Provide access to dwellings for the local authority or it’s agents to carry out audits
- Ensure that all their dwellings meet the requirements of the scheme, or alternatively Where a minority of your dwellings are not fully compliant, agree a Dwelling Upgrading Plan to upgrade, within a reasonable timescale, any dwelling that does not fully meet the requirements of the Scheme, and accordingly inform any existing or new prospective new tenants of this arrangement.

IMPORTANT NOTE: Licensed HMOs

In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of this accreditation scheme, then compliance with the HMO licence condition will take precedence.

NLAS agree:

- To give the reasons in writing if your application is unsuccessful and,
- you will be entitled to a right of appeal, if your application is unsuccessful

Code of conduct

This code of conduct or any other terms and conditions including criteria for being accredited may be changed at any time without notice by NLAS. I agree to comply with the following overriding objective, code of conduct and that I meet the fit and proper person criteria below:-

Overriding Objective

1. The overriding objective of the National Landlord Accreditation Scheme is to provide landlords or letting agents who let residential (or commercial) property with a platform to stand out above other landlords. In order to stand out and become accredited, the landlord or agent is showing a willingness and the action of doing more than perhaps the bare minimum of the law and where appropriate make that extra effort in quality of properties and service to tenants. In addition, extra attempts to keep up to date with ever changing legislation will need to be shown by way of continuous professional development.
2. In return and by joining NLAS, landlords or agents will have a mechanism of promoting this willingness and actions.
3. NLAS will only accredit and continue to accredit landlords or agents of good standing and reputation.
4. The landlord or agent must always act in a fair, honest and reasonable way in all dealings with prospective and/or existing tenants, No prospective and/or existing tenants will be treated less favourably than any other person or groups of persons because of their race, colour, ethnic or national origin, religion, gender, disability, appearance, marital status, sexuality, politics, social status or their responsibility for dependants. If there is any dispute as to the interpretation of any rule or there is no rule covering a particular situation, consideration must always be given to this overriding objective.
5. At our discretion, NLAS may refuse to accredit or cease accreditation at anytime without giving any reason whatsoever and if ceasing accreditation NLAS will give at least seven days notice to the landlord or agent. The decision to refuse or cease may be appealed within one calendar month of the decision by the landlord or agent contacting NLAS.

Fit and Proper Person

- I declare that I am a fit and proper person to be accredited. I have no unspent convictions that are relevant to my application, in particular: Any offence involving fraud or other dishonesty, or violence or drugs, or any offence listed in schedule 3 to the Sexual Offences Act 2003 Undertaken any unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of any business
- Been found to have acted otherwise than in accordance with any applicable code of practice approved under section 233 Housing Act 2004
- Additionally, in the last five years, I have not contravened any provision of housing and/or landlord or tenant law. These include (but not limited to):
- Being in control of a property subject to a control order under section 379 Housing Act 1985
- Been refused a licence, had a licence removed, or breached conditions of a licence for any property in relation to a mandatory, additional or selective
- licensing scheme under the Housing Act 2004
- Been in control of any property on which a local authority has carried out works in default
- Been in control of any property that has been subject to an interim or final management order or a special interim order under the Housing Act 2004
- Been in control of any property where you have been subject to a criminal offence or any other proceedings by a local authority or other regulatory body (such as breaches of the

Environmental Protection Act 1990, planning control, compulsory purchase or fire safety requirements) Been convicted of any charges relating to harassment or illegal eviction In addition, I have no association whatsoever with any person who may not be a fit and proper person as detailed above.

6. NLAS may at their discretion, not approve any landlord or letting agent despite there being no contravention of laws detailed above and for no reason whatsoever being provided.

Code of Conduct

Agents

Agents agree:-

7. Any reference below to property standards (including carrying out repairs or improvements) is a reference where applicable to the agent agreeing to inform the landlord in writing of any areas requiring attention or other statutory requirements. If the landlord fails to rectify the issues in a timely manner, the agent agrees to notify the local authority.
8. If a tenant notifies an agent of a serious risk to anyone's health or safety, the agent will advise the occupier to notify the local authority. If the occupier is unable to do this, the agent will notify the local authority on their behalf.
9. At least two thirds of staff have obtained accreditation status by completing the on-line or attendance based course.
10. To have continuous client money protection insurance in force for all client monies including deposits which are protected by an insurance based tenancy deposit scheme. A copy of the insurance must be produced to NLAS on application for accreditation and thereafter on demand. As an alternative, an agent may protect ALL deposits with the Deposit Protection Service custodial scheme (not their insured option) and evidence of such will be required.

Tenancy Agreements

I will ensure that:-

11. All prospective tenants are provided with a copy of any contractual terms under which a property is offered, such terms to include details of any fees payable in addition to rent and any arrangements involving tenants' guarantors.
12. When specifically requested by interested parties, they will be permitted not less than 24 hours within which to seek independent advice regarding the contractual terms.
13. Monies are only received prior to the signing and completion of a letting agreement as a non-returnable deposit if the accommodation is reserved for an agreed specified period and for which a receipt must be given. Any incidental costs likely to be incurred will be clearly stated in writing. Where a fee is charged for arranging a letting agreement, then prospective tenants will be clearly informed of this in advance.
14. The terms of the tenancy will clearly inform the tenant who is responsible for the payment of all utility charges and Council Tax. If any service charges are levied by the landlord, that

such services and charges, and the method of arriving at such charges, will be properly specified and detailed in the tenancy agreement.

15. The tenancy agreement shall clearly specify the rent due to be paid, including the dates, amounts and method of payments due to be made during the contract.
16. The agreement shall contain the name and address of the landlord/agent which must be in England or Wales.
17. Letting agreements are written in clear legible English containing no contractual terms in conflict with any statutory or common law entitlement of the tenant or the terms of this Scheme.

Commencement of Tenancy

18. At the start of the tenancy I shall inform the tenants of the refuse collection day, the use of the heating and hot water installations, the location of the water stop tap, gas shut off valve and the window and door locks. I will also inform the tenants about the safe use of the fire equipment provided. Where necessary or requested, I will issue guidance.

Payments made by tenants

I will ensure that:-

19. I will keep a record of rent payments and provide a rent book (if the rent is payable weekly) or other form of receipt for all payments made by tenants.
20. If the tenancy is a student let, any arrangements relating to a summer retainer will be stated clearly in writing by me.

Documentation

21. I shall keep appropriate records and logbooks and shall retain certificates required by law (e.g. gas safety certificates). I shall make copies of these certificates available to tenants. On request I will make such copies available to NLAS.

Insurance

22. I shall have adequate insurance and advise tenants of the extent of that insurance. In respect of contents insurance, I shall specify exactly what items I own which are insured and advise the tenants of the need to insure the contents they own, if they wish.

Deposits and Inventory

I will ensure that:-

23. If a deposit is taken, I will use a government approved tenancy deposit scheme. NLAS will provide guidance on request.
24. A detailed inventory is carried out at check-in, if possible in the presence of the tenant and the inventory will be signed and dated by all parties. (Inventories that incorporate photographs or video are recommended.) There is a proper check-out inventory, if possible in the presence of the tenant.

Anti Social Behaviour

25. Where the tenancy agreement includes a clause requiring the tenant not to cause a nuisance or annoyance, the landlord or agent will use reasonable endeavours to achieve compliance. There will be a measured response in the light of the circumstances. Court proceedings would be a last resort.

Pre-tenancy Repairs etc.

26. Any agreed pre-tenancy repairs or any intentions on the part of the landlord to undertake upgrading should be confirmed in writing to prospective tenants which contains a specific time-scale. I will fulfil all obligations by the date agreed by both parties.

HMO Licensing

I will ensure that:-

27. I have made an application for an HMO licence for all of my licensable HMOs, and that those properties meet or will comply with licence conditions within agreed timescales to ensure compliance with minimum standards
28. I have made an application for a licence for any properties (whether HMO or not) in a selective licensing area (if applicable) and that those properties meet or will comply with licence conditions within agreed timescales to ensure compliance with minimum standards

Access

I will ensure that:-

29. Where access is required for routine inspection/s or viewings, the tenants receive notification of the date, time and purpose of the visit not less than 24 hours in advance, unless otherwise agreed, and with the exception of circumstances where issuance of such notice is impracticable (such as a genuine emergency).
30. I understand the tenant's right to peaceful and quiet enjoyment of the property and I accept I am not entitled to enter the tenant's living area without permission.

Repairs and Maintenance

I will ensure that:-

31. Within the landlord's responsibilities and reasonable endeavours the visual appearance of dwellings, outbuildings, gardens, yards and boundaries are maintained in a reasonable state so as not to detract from the visual amenity of the area
32. All dwellings are maintained in a satisfactory state of repair
33. That 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 of residents or serious damage to buildings or internal contents – within 24 hours of report of defect. In circumstances where this is not practicable, I will make best temporary arrangements.

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

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

34. With the exception of emergency repairs the date on which the repair was reported to the landlord in writing shall be the start date for the repairs completion timescale.
35. Tenants are provided with a point of contact in case of emergency.
36. Decorative finishes for which they have responsibility are made good within a reasonable timescales if damaged or disturbed during repairs.
37. Where contractors and trades persons are undertaking works in occupied premises, it is written into the contract that they remove all redundant components and debris from site on completion of works in a reasonable time and behave in a professional and courteous manner at all times whilst at the premises.
38. Maintenance and Servicing tasks which can be carried out in a planned and cyclical manner and which are the responsibility of the landlord, are carried out with due regard to the convenience of tenants.

Furniture

39. I will ensure that all furnishings and furniture provided by the landlord are in satisfactory condition at the commencement of the tenancy and comply as appropriate with the Furniture and Furnishings (Fire) (Safety) Regulations.

Kitchen, toilet and Personal Washing Facilities

40. I will ensure that each kitchen contains facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen, unless provided by the tenant
41. I will ensure that an adequate number of suitably located W.C.'s, baths and/or showers and washbasins are provided with constant hot and cold water supplies as appropriate, which are suitable for the number of occupants.

Overcrowding

42. I will ensure that dwellings are not knowingly overcrowded.

Health and Safety

I will ensure that:-

43. Properties and boundaries are maintained, as reasonably practicable, free of any avoidable or unnecessary hazards as defined in the Housing Health & Safety Rating System (NLAS will provide guidance on request). All means of use and supply of mains gas and alterations and repairs to gas installations shall be carried out by an appropriate Gas Safe Register engineer and all works comply with current Gas Safety (Installation and Use) Regulations.

44. Documentation giving verification of annual gas safety checks by a Gas Safe Register engineer will be provided to tenants (and put on display in the dwelling if appropriate), made available to NLAS on request and given to new tenants on moving in.
45. Clear written instructions in the safe use of all central heating and hot water systems are available on request by the tenant.
46. Portable bottled gas or paraffin heaters will not be provided as a permanent heating source.
47. Oil fired heating systems are serviced in accordance with the manufacturer's recommendations.
48. All electrical installations provided by me are safe. (Any HMO must have an electrical installation check carried out every five years under HMO legislation)
49. If work is required under Part P of the Building Regulations, I will either notify building control or employ an authorised competent person.
50. Reasonable steps are taken to ensure that all electrical appliances provided by me under the terms of the tenancy are functioning effectively, in accordance with manufacturers' operational limits, and in a safe manner. (Portable Appliance Testing (PAT), would be one satisfactory method of ensuring this)
51. Appliances are visually inspected for wear and tear and any defects remedied regularly but at least every change of tenancy.
52. Instructions in the safe use of all electrical appliances (including cookers, space and water heaters, refrigerators and freezers) will be given upon request.
53. If I make any alterations to any accommodation that requires building regulation or planning approval, I will ensure the appropriate approval is sought prior to starting works and will ensure the work is certified on completion.

Energy Efficiency

I will ensure that:-

54. Where practicable, all dwellings are provided with a reasonable level of energy efficiency measures including hot water tank and exposed pipe lagging and insulation to roof void areas.
55. Energy efficiency improvements are incorporated, where practicable, into refurbishment schemes
56. Tenants are given advice upon request, or signposted to an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided. NLAS will assist with the provision of such information.
57. Dwellings are provided with a reasonably efficient heating system that, when combined with effective thermal insulation, provides a reasonable degree of thermal comfort.

Fire Safety

58. I will ensure that:-
59. If not already done in any HMO, a fire risk assessment will be carried out and I will implement any recommendations given in the LACORS fire safety guidance for landlords (available on the NLAS website or on request) within a reasonable period.
60. Where reasonably practicable, smoke alarms (ideally mains operated interlinked) are installed in single occupied dwellings.
61. Tenants are informed of their responsibilities to treat the alarm system with respect.
62. Fire alarm and emergency lighting systems are properly checked and maintained by a competent approved person in accordance with manufacturers instructions, and that inspection certificates are retained and provided on request.
63. All exit routes within a dwelling such as hallways, landings and staircases, so far as they are under the control of the landlord and as far as reasonably practical, will be maintained safe, unobstructed and free of fixtures and fittings to enable evacuation of the dwelling in the event of fire.

Hygiene and Waste Disposal

I will ensure that:-

64. All dwellings will be provided with suitable refuse disposal facilities sufficient for the number of occupants.
65. I will inform tenants of the need for proper refuse management. All appropriate steps are taken to enforce all tenancy agreement clauses relating to proper refuse disposal.

Regaining Possession

66. I will not resort to any unlawful means to regain possession of property

References

67. I will not refuse a tenant a reference for the purpose of securing a new tenancy without good cause

At the end of the Tenancy

I will ensure that:-

68. 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 dwelling expected at the end of the tenancy.
69. Once fully receipted invoice accounts have been provided by tenants, all deposits (or balances on deposits) shall be returned to tenants within the timescale agreed in the tenancy or an explanation provided as to why a variation may need to be the case.

Complaints

70. I will put in place a complaints procedure. For landlords or small agents with 3 or less staff, a contact number and name will be sufficient. For larger agents a complaints procedure which can be escalated up to higher management as is reasonable will be required.
71. I agree to deal with complaints from tenants in a fair and courteous manner. If the complaint cannot be resolved internally after all reasonable efforts, I will notify NLAS of the complaint who will determine whether the complaint is suitable for the NLAS complaint procedure.

Conduct

72. I will take steps to maintain and improve my knowledge of current relevant legislation and good practice.
73. I will not act in such a manner that brings the Accreditation Scheme into disrepute.

IMPORTANT NOTE: Licensed HMOs

74. In the case of licensed HMOs, where an HMO licence includes a particular condition that is different to a requirement of this accreditation scheme, then compliance with the HMO licence condition will take precedence.

IMPORTANT NOTE: Passported members

75. If there is a conflict between the NLAS code of conduct or criteria with the accreditation from which you are being passported, the following applies:
 - If the complaint or issue where there maybe a conflict arises in the area of the local authority for which you were accredited, that local authority code of conduct and/or criteria will overrule ours.
 - If however, the complaint or issue irises out of the local authority area (for example in relation to a property in a different area) then our code of conduct and criteria overrules.\

Refunds

76. To be accredited, a development course must always be completed (on-line or attendance). Where payment has been made by the landlord or agent which includes anything other than accreditation only, for example, training (whether on-line or attendance based) or any other product or service, no refund whatsoever will be provided for any reason (including if NLAS refuse or cease accreditation).
77. If a payment has been received which only includes accreditation (for example a renewal with no other service attached), a proportionate refund may be made if NLAS refuses or ceases accreditation for the landlord or agent.
78. If the landlord or agent wishes to be no longer accredited, no refund will be made whatsoever.