



Edinburgh Landlord Accreditation

Code of Standards
for Private Renting in Edinburgh

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Code of Standards for Private Renting in Edinburgh

INTRODUCTION

The Edinburgh Landlord Accreditation Scheme has adopted this Code of Standards for private renting largely based on the National Core Standards produced in consultation with landlords and consumer groups by Communities Scotland and the Scottish Executive.

The Code of Standards aims to assist landlords, letting agents and tenants by promoting good practice and awareness of landlord and tenant obligations, by setting out standards which it is expected that landlords and letting agents will comply with.

The Code can be divided into ten broad categories:

- Communication with the Tenant
- Equality Issues, Complaints and Disputes
- Management of the Tenancy
- Minimum Property Condition
- Structure and Fabric
- Repairs and Maintenance
- Facilities and Fittings
- Furnishings and White Goods
- Heating Insulation and Energy Efficiency
- Health, Safety and Home Security Features.

Within each category a set of specific standards are elaborated which are a mixture of current statutory standards and non-statutory good practice.

For a landlord or letting agent to be accepted onto the accreditation scheme the standards must be adhered to.

Further guidance on implementing the Code of Standards can be obtained from the Edinburgh Landlord Accreditation Scheme. Information on the National Standards and their implementation can also be found at:

Web address

www.communitiesscotland.gov.uk/web/FILES/NationalCoreStandards_final.pdf

Standards

1. COMMUNICATION WITH THE TENANT

- 1.1 The landlord or letting agent should communicate clearly, promptly and informatively with the tenant on any matter that affects the property, its management and the tenant's safe and peaceful occupation of the accommodation.

2. EQUALITY ISSUES, COMPLAINTS AND DISPUTES

Equality Issues

- 2.1 In letting and managing accommodation, a landlord or letting agent must ensure that no person or group of persons is treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, sex, disability or sexual orientation.

Sources: Race Relations Act 1976, Disability Discrimination Act 1995, Sex Discrimination Act 1975

- 2.2 The landlord or letting agent should not discriminate against a tenant or prospective tenant because of their entitlement to Housing or other Benefit. Advertising a property to let should not state "no DSS". The issue should not be about the prospective tenant personally, but about the operation of the local authority's housing benefit administration on which the tenant depends for their rent to be paid.

Complaints

- 2.3 At the outset of the tenancy, the landlord or letting agent should advise the tenant in writing of the way or ways that any complaints should be registered.
- 2.4 A record should be kept by the landlord or letting agent of complaints made by the tenant or a third party and the outcome of the complaint should be recorded.

Disputes

- 2.5 The landlord or letting agent should seek to resolve any dispute linked to the tenancy or property, involving their tenant, including a dispute with neighbours, promptly and lawfully.

3 MANAGEMENT OF THE TENANCY

Past Behaviour

- 3.1 The landlord or letting agent should not have a conviction within the last three years for a criminal offence, or offences, that are relevant to carrying out residential letting.

Pre-letting Procedures

- 3.2 Permission for the property to be used for letting should be obtained from the mortgage lender, where appropriate.
- 3.3 The landlord or letting agent should have adequate buildings and third party insurance, where appropriate.
- 3.4 Prospective tenants should be given clear and accurate details of:
- The accommodation-to-let particulars
 - The important rights and responsibilities of the tenant and landlord
 - The rent, service charges, utility and council tax liabilities of both parties.
- 3.5 No payment must be taken from a prospective tenant to have their name placed on an accommodation list.
Source: Accommodations Agencies Act 1953
- 3.6 The first rent payment and any deposit should only be taken at the point the tenancy agreement is signed. A reasonable exception is where both parties agree that a holding deposit is taken for which a receipt is issued.
- 3.7 Any administration charges to a new tenant must reflect only actual costs incurred. No charge must be made for drawing up or copying the tenancy agreement.
Source: Housing (Scotland) Act 1988

The Tenancy Agreement

- 3.8 Where the let is on an Assured or Short Assured Tenancy basis, the tenant must be given a written document (the Tenancy Agreement) setting out the terms of the let.
Source: Housing (Scotland) Act 1988
- 3.9 The name and current address of the landlord and/or agent must be stated in the Tenancy Agreement.
Source: required in AT5 form used prior to tenancy to confirm it is a Short Assured Tenancy
- 3.10 The Tenancy Agreement should set out, in clear, fair and lawful terms, the rights and responsibilities of both landlord and tenant and in particular should include:
- The term of rent and rent payment
 - A statement of the repair and maintenance duties of both parties
 - A statement of the condition in which the property should be kept, wear and tear excepted, by the tenant, throughout the tenancy
 - A statement that the tenant must not engage in any antisocial behaviour and that any such behaviour will constitute a breach of the agreement.
- Source: Unfair terms in Consumer Contracts Regulations 1999
- 3.11 The Tenancy Agreement must be properly executed by the signatures of the landlord (or agent) and tenant and one witness who includes their address.
Source: Requirements of Writing (Scotland) Act 1995 for post July 31 1995 leases

Rents and Other Charges

- 3.12 The Tenancy Agreement should set out:
- The rent due
 - The period of payment
 - The method of payment, any review period for changing the rent and the responsibility of the tenant for:
 - Any service charges
 - Council tax
 - Utility costs.
- 3.13 Where rent is paid weekly, a rent book must be issued and receipted for each weekly payment made.
Housing (Scotland) Act 1988

Possession

- 3.14 A landlord or letting agent must use the correct legal procedures for seeking possession of the accommodation.
Housing (Scotland) Act 1988 and Rent (Scotland) Act 1984

Action on Antisocial Behaviour

- 3.15 The landlord or letting agent should take lawful forms of action with the aim of stopping any acts of antisocial behaviour by the tenant or the tenant's lodger(s) or visitor(s).

Deposit

- 3.16 The landlord or letting agent should not discriminate against a prospective tenant who intends to obtain a deposit, rent or rent guarantee, from a recognised scheme designed to help low-income tenants gain access to private rented accommodation.

The responsibility is on rent deposit guarantee schemes to ensure fast processing of applications for support, as schemes must recognise the market context in which landlords operate.

- 3.17 Where a deposit is required, it must be no more than the equivalent of two months' rent. The tenant should receive a written statement of what the deposit (or guarantee) covers and a statement of what will require to be done, or in place, for the full deposit to be returned at the end of the tenancy. Deposits should be returned within one month of the final information being available.
Source: Rent (Scotland) Act 1984 and Housing (Scotland) Act 1988
- 3.18 The tenant should be provided with a receipt for a deposit.
- 3.19 The deposit (or its balance) should be returned as soon as possible at the end of the tenancy or when any receipted tenant account(s) is settled subsequent to the tenant having left the accommodation.
- 3.20 If on the return of the deposit, a deduction is made, the tenant should receive a written statement identifying the reason(s) for the deduction(s).

Inventory

- 3.21 At the start of the tenancy, the tenant should be provided with an inventory. The tenant should be given up to seven days to check and agree the inventory.
- 3.22 A revised inventory should be given to the tenant when there is an agreed change to the contents of the original inventory.
- 3.23 At the end of the tenancy, the landlord or letting agent should check the inventory. The tenant should be invited to attend the inventory check and, if they wish to, a mutually suitable time should be arranged.

4. MINIMUM PROPERTY CONDITION

4.1 The tenant's accommodation, or the house within which it is located, must meet the Tolerable Standard for the landlord and the property to be accredited by a local accreditation scheme.

In other words, it must meet each of the following criteria:

- Be structurally stable
- Be substantially free from rising or penetrating damp
- Have satisfactory provision for natural and artificial lighting, for ventilation and for heating
- Have an adequate piped supply of wholesome water available within the house
- Have a sink provided with a satisfactory supply of both hot and cold water within the house
- Have a water closet available for the exclusive use of the occupants of the house and suitably located within the house
- Have a fixed bath or shower and a wash-hand basin, each provided with a satisfactory supply of both hot and cold water, suitably located within the house
- Have an effective system for the drainage and disposal of foul and surface water
- Have satisfactory facilities for the cooking of food within the house
- Have satisfactory access to all external doors and outbuildings.

Source: Housing (Scotland) Act 1987 section 86 as amended

4.2 The landlord or letting agent should take all reasonable steps to ensure the maintenance of the common elements of the building which are a shared responsibility with the other co-owners.

5. STRUCTURE AND FABRIC

5.1 The structure and exterior of the accommodation (to include roofs, gutters, down pipes, drains, external doors and windows) must be kept in good repair.

Source: Housing (Scotland) Act 1987 Schedule 10

5.2 The accommodation must be kept wind and watertight and in all other respects, fit for human habitation.

Sources: Common law and Housing (Scotland) Act 1987 Schedule 10

6. REPAIRS AND MAINTENANCE

- 6.1 The landlord or letting agent must meet their statutory repairing obligations by ensuring that the installations for the supply of utility services (gas, electricity, water, as appropriate) are kept in a good state of repair and working order.

Source: Housing (Scotland) Act 1987 Schedule 10

- 6.2 Before the commencement of the tenancy, the landlord or letting agent should inspect the accommodation and identify any work necessary to comply with their duty to keep the accommodation fit for human habitation and wind and watertight. The tenant should be notified of any repair required which should be carried out within a reasonable time.

Sources: Common law and Housing (Scotland) Act 1987 Schedule 10

- 6.3 Throughout the tenancy, the landlord or letting agent must keep the accommodation fit for human habitation, wind and watertight and the landlord should ensure that any work necessary to achieve that standard is carried out in a reasonable time from notification by the tenant of the need for a repair. Any damage caused by carrying out of the work must be made good.

Source: Common law and Housing (Scotland) Act 1987 Schedule 10

- 6.4 Access to the property by the landlord or letting agent (or anyone acting on their behalf) for a repair inspection or for carrying out a repair should be the subject of mutual agreement between the landlord and tenant.

The tenant must give the landlord or letting agent reasonable access to the property. Failing mutual agreement, the landlord must give 24 hours advance notice in writing of their intention to enter the property – except where an emergency repair is required.

Source: Housing (Scotland) Act 1988 and Housing (Scotland) Act 1987 Schedule 10

- 6.5 The landlord or letting agent should provide the tenant with a contact name and phone number for emergency and non-urgent repair requests to be made. If appropriate, emergency numbers for tradesmen should be made available to the tenant.

- 6.6 The tenant should be informed what types of repairs constitute emergencies and that such repairs will be carried out within 24 hours of being reported.

- 6.7 The landlord or letting agent should carry out regular inspections of the fabric and structure of the property in order to identify necessary maintenance tasks.

- 6.8 At the start of a tenancy, or when a tenancy is extended or renewed, the tenant should be given written information of any maintenance inspections and tasks that will take place during the tenancy.

- 6.9 Where the landlord or letting agent carries out major repairs or improvements to the property during the tenancy that restricts the occupancy of a rooms(s), or the use of facilities for a period of time, an appropriate rent restriction should be applied for the period of disruption.

7. FACILITIES AND FITTINGS

7.1 The landlord or letting agent should ensure that the fixtures and fittings, provided as part of the let, for making use of utility services (gas, electricity, water, as appropriate) are kept in a good state of repair and working order.

7.2 Sinks, baths, showers, wash hand basins (with hot and cold water) and water closets must:

- Meet the requirements of the Tolerable Standard
- Be in a good working condition
- Be sufficient for the number of occupants required to use them within the house.

Source: Housing (Scotland) Act 1987 section 86 as amended

7.3 Where cookers are part of the let, they should be in good working order and sufficient for the number of occupants required to use them.

7.4 The landlord or letting agent should ensure there is adequate storage space within the property for the storage of refuse.

8. FURNISHINGS AND WHITE GOODS

8.1 The landlord or letting agent should keep in repair the appliances for making use of the supply of water, gas or electricity that are part of the contract of let and ensure that the furnishings and floor coverings that are part of the contract of let are fit for purpose.

8.2 At the start of a tenancy the landlord or letting agent should ensure all furnishings and fittings that are provided as part of the let are clean and fit for purpose.

9. ENERGY EFFICIENCY, INSULATION AND HEATING

9.1 The landlord or letting agent should aim to provide a basic level of thermal insulation in the property and incorporate, where necessary and practical, such measures as draught insulation of doors and windows (or secondary or double glazing), lagging of immersion heaters and hot water pipes and insulation of roof spaces.

9.2 The landlord or letting agent should aim to provide an efficient, safely designed and economical-to-run central heating system, or an open fire with back boiler feeding room radiators, or a space-heating appliance in each apartment in the accommodation and in the bath or shower room(s).

9.3 The landlord or letting agent should aim to provide an energy efficient hot water supply within the property.

10. HEALTH, SAFETY AND HOME SECURITY

Water

- 10.1 There should be no lead pipes within the property feeding the internal drinking supply.

Gas

- 10.2 The landlord or letting agent must comply with current Gas Safety (Installation and Use) Regulations (which cover Liquid Propane Gas installations) by:

- Arranging for annual gas safety checks to be carried out by a CORGI registered contractor and a gas safety certificate obtained
- Ensuring all servicing, repairs and replacements to be carried by a CORGI registered contractor
- Providing tenants with a copy of the servicing certificate
- Retaining records of safety checks for at least 2 years.

Source: Gas Safety (Installations and Use) Regulations 1998

- 10.3 The landlord or letting agent should provide the tenant with clear, written instructions of how to operate the central heating system safely and what action to take with a suspected gas leak or faulty gas appliance.

- 10.4 Where gas, including liquid propane gas, is supplied to the accommodation, the landlord should provide a suitably located, carbon monoxide alarm.

- 10.5 Before the start of the tenancy, and at regular intervals thereafter, the landlord or letting agent should test that the carbon monoxide alarm is operating properly.

Electricity

- 10.6 The landlord or letting agent should ensure that all reasonable steps are taken to ensure that all electrical appliances supplied as part of the let are safe to use.

Source: Electrical Equipment (Safety) Regulations 1994

- 10.7 The landlord or letting agent should arrange for a qualified electrician to carry out:

- An annual, portable electrical appliances safety test (PAT)
- A regular 3 year check of electrical wiring circuits and mains board. (Periodic Inspection Report)

In each case, an electrical safety report should be obtained from an approved electrical contractor to ensure equipment or circuits conform to current relevant Electrical Regulations.

If a landlord or letting agent does not have current electrical safety certificates, they will require to obtain these within the first year of gaining accredited status. If the landlord or letting agent does not obtain the certificates within this time scale accredited status will be withdrawn.

Furnishings and Furniture Safety

- 10.8 All furnishings and furniture supplied as part of the let must comply with relevant parts of the Furniture and Furnishings (Fire) (Safety) Regulations.

Source: The Furniture & Furnishings (Fire) (Safety) Regulations 1988

Fire Safety

- 10.9 Guidance Note to Accredited Landlords and Letting Agents on **smoke detector systems in privately rented accommodation**.

This guidance note comes as a result of a few private landlords and letting agents requesting further information on the best way to improve fire safety standards in the properties they let. ELA has taken time to consider the guidance notes and standards already published and also consulted Lothian and Borders Fire Brigade for their opinion. In conclusion, ELA has taken the following practical view:

- The **preferred** and **recommended** smoke detection system is one where smoke alarms are fitted directly to an electrical mains supply and not reliant solely on a battery back up power supply.
- If however you feel the installation of a mains power system too onerous (e.g. in a small one bedroom flat) and cost prohibitive, then the use of battery operated smoke alarms **will be acceptable** but only if the landlord undertakes to monitor that the smoke alarm is in working order with batteries intact.
- If landlords wish to use a battery only smoke alarm they can, **in addition**, elect to use a 'fire angel' smoke alarm. The fire angel alarm fits into a light socket, thus gaining a rechargeable power supply and potentially reduces risk in the event of the battery operated detector failing or a tenant removing the battery.
- ELA recommends that when a mains operated system is not provided then battery smoke detectors and fire angel detectors should both be used.

N.B - This guidance note applies to **non** HMO Licensable properties only as different standards apply to HMO Licensable properties.

Further advice and information on this guidance note can be obtained by contacting ELA on:
Tel:0131 529 7278 e-mail:ela@edinburgh.gov.uk

- 10.10 A fire blanket should be provided in the kitchen, or kitchens.
- 10.11 The landlord or letting agent should provide the tenant with published guidance on fire safety issues. Copies are available from Community Fire Safety Officers with each regional Fire Brigade, or can be downloaded from:

www.scotland.gov.uk/library5/justice/ghfs-00.asp
or **[www.scotland.gov.uk/about/JD/HMIFS/00015130/SE Fire Leaflet.pdf](http://www.scotland.gov.uk/about/JD/HMIFS/00015130/SE%20Fire%20Leaflet.pdf)**

Home Security

- 10.12 The accommodation should have secure window locks and secure front and rear access doors (where appropriate) that do not prejudice means of escape in the case of fire.

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Web address **www.communitiesscotland.gov.uk/web/FILES/NationalCoreStandards_final.pdf**



FOR FURTHER INFORMATION ON EDINBURGH
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