

**Note to landlords – we expect you to broadly comply with these standards before inspection. Any re-inspection may incur a further charge.**

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## Property and management standards



The Snug scheme is a partnership approach to the monitoring and regulation of student housing in Sheffield. These are the standards that will be used to assess whether a property can be awarded the Snug badge. They have been developed in consultation with Sheffield Hallam University, Hallam Union and landlord associations.

They are designed to put the properties into a reasonable standard of repair and provision of amenities, for most properties which will be short term lets on a furnished basis.

They also demonstrate our commitment to ensuring properties are well managed, and that the landlord and managing agents take their responsibilities seriously.

### Some general principles

A property must be fit for human habitation as defined by Section 10 of the Landlord and Tenant Act 1985 and be free from serious health and safety hazards.

Fire standards will differ between single family accommodation and Houses in Multiple Occupation (HMOs) and Licensable HMOs.

An HMO is a house that is occupied by three or more people in two or more households. Unrelated persons who are not living together as husband and wife (or an equivalent relationship for persons of the same sex) would be multiple occupation where there are three or more occupants. A licensable HMO is one that is occupied on 3 or more storeys by 5 or more persons in two or more households.

A pre-requisite for a licensable HMO is that it shall be licensed and comply with all HMO licensing standards. A full copy of the standards is available at [www.sheffield.gov.uk/hmolicensing](http://www.sheffield.gov.uk/hmolicensing). Other shared accommodation should meet the amenity standards for HMO Licensing

Properties should generally be in reasonable repair with internal layouts that allow for the safe use of the property and reasonable escape in case of fire. Your housing inspector would be happy to advise you about this

Landlords/managing agents should demonstrate that they fully accept legal and moral responsibilities when it comes to the letting and management of the home and tenancy, and by applying for the scheme are seeking to co-operate with the Council, University and Hallam Union.

# Property Standards

## General

1. Access to gas and electric meters, fuse boards, Gas and Water stop taps should be accessible to all occupants at all times without having to pass through other accommodation or through a shop. Where this is not possible due to security problems, tenants must be able to shut off gas and electrics from within the accommodation
2. Any Gas or electric supply that requires frequent checking or feeding of the meter must be readily accessible. This excludes hatch access to a cellar area

## Gas and Solid Fuel Safety

3. Gas supplies must be safe and regularly serviced. Appliances must be safe and serviced in line with the manufacturer's requirements. A photocopy of the latest servicing certificate for the supply and appliances, no more than 12 months old, must be displayed inside the property or in the tenant information pack. The landlord must supply this to the inspector and they will keep a record of this
4. All gas installations must be covered by a current Landlord Gas Safety Certificate (eg a CP12) issued by a Gas Safe registered engineer. All works to gas installations must comply with Gas Safety (Installation & Use) (as amended) Regulations 1998
5. A Carbon Monoxide alarm is required for any property with a gas or solid fuel appliance, such as a boiler, gas fire or gas oven / hob. This should be to BS EN 50291:2001 It should be fitted to a suitable location, following the manufacturer's specific fitting instructions, usually at least 3m away from the gas appliance. Where there are multiple gas appliances additional detectors should be positioned in accordance with manufacturer's instructions. The whole detector (not just the battery) must be tested quarterly, using the manufacturer's instructions

## Electrical Safety

6. The electric supply and appliances provided by the landlord must be in a safe working condition
7. The fixed electrical wiring and installations must be certified as safe by an electrician qualified to undertake the test at least every five years, unless otherwise indicated on the previous inspection to be sooner, and must be to a 'Satisfactory' standard. This will usually be a periodic inspection report. A copy of the certificate should be displayed prominently within the property, or in the tenant's information pack. A record of this will be kept by the Council.
8. Any alterations or additions to the electrical installations must be carried out by an electrician registered under Building Regulations Part P and the installation left in a safe condition and proper working order.
9. Sockets should be located where appliances can be used safely without flexes causing a trip hazard. There should be a minimum of two double sockets in all habitable rooms. Large rooms may require more.
10. Each fixed electrical appliance shall have its own dedicated electrical socket. In addition to sockets dedicated for appliances, a minimum of two double sockets above the work top are to be provided in each kitchen. Sockets

should be located away from sinks, in a position where appliances can be used safely

11. Light switches should be in a suitable location where they are easy to use. Light fittings should have low energy light bulbs where appropriate

(There is a link to the Landlords Guide to Electrical Safety published by the Electrical Safety Council on the Councils web page at [www.sheffield.gov.uk/phs](http://www.sheffield.gov.uk/phs) )

### Doors and Frames

12. Doors and frames should be sound and well fitted and doors should be able to be latched closed. Some doors may need to be solid doors or fire doors in HMOs or where there are other high fire risks (See the section on fire safety)
13. Locks with a thumb turn mechanism to allow escape from the property without the use of a key are required.
14. On the external side of the door barrels of locks should not protrude from the face of doors.
15. Any bedrooms fitted with locks must allow escape without the use of a key
16. Any glazing in doors shall be safety glazing to BS6206

### Windows

17. All windows should be sound and well fitted, and opening lights should be able to be to be readily opened and securely closed
18. Window locks should be provided to ~~all single glazed~~ wood ground floor windows and any other windows accessible without the use of a ladder
19. Any opening escape windows should not have grills fitted to the outside
20. Any windows with glass 800mm from the floor will require safety glass to BS 6206
21. Any replacement of external doors and windows may need Planning Permission, particularly in a conservation area

### Fire Safety

22. All Licensable HMOs must meet the fire standards for HMO licensing see [www.sheffield.gov.uk/hmo](http://www.sheffield.gov.uk/hmo)
23. Other HMOs that are two or three storeys must meet the fire standards for Non licensable HMOs
24. 4 Storey HMOs and other types of accommodation may require specific fire protection and detection and your housing inspector can advise you of this. The HMO fire standards mentioned above will give you a good idea of the types of standards required

### Family houses shall meet the following fire safety standards:

25. Smoke alarms shall be fitted to each hallway and landing ceiling. It is recommended that a mains powered interlinked system is installed with a heat detector in the kitchen as these are more reliable and more tamper resistant than independent detectors. A radio linked system is satisfactory. 10 year lithium battery type detector is the minimum requirement for family

accommodation. They are recommended to be interlinked. Where hard wired alarms are fitted they should be installed by an electrician certified in accordance with BS 5839.

26. There must always be a clear escape route in the property that leads directly to a place of safety outside of the building. All exit routes in control of the landlord, should be kept clear and unobstructed at all times
27. Where there is no direct escape from the staircase to the outside without passing through another room then these properties will need to be individually assessed
28. A fire blanket is to be provided in the kitchen. This should meet BS EN 1869:1997. It should be wall mounted but not close to the cooker, or positioned where a tenant would need to pass the cooker to reach it in an emergency
29. External doors should have thumb turn locks to allow easy escape
30. There should be no polystyrene, such as ceiling or wall tiles in the property
31. Escape windows should be provided when new windows are being fitted
32. Cellar ceilings under escape routes should provide 30 minutes fire resistance. Cellar ceilings in good condition will be accepted as will infill with mineral fibre insulation and chicken wire support

### Internal Stairs

33. Handrails or grab rails are required to all stairs. There should be adequate guard rails around stair wells and safe access to any cellar
34. There should not be any horizontal balustrade rails and no gaps wider than 100mm between spindles
35. Stairways should be well lit to allow for their safe use

### Furniture

36. If furniture, curtains, blinds and soft furnishings are provided, they must be compliant with the Furniture & furnishings (Fire Safety) Regulations 1993
37. Tenancy agreements must ensure that tenants do not bring non-complying items into the property
38. All furnishings provided by the landlord should be in a clean and sound condition throughout the tenancy

### Cellars

39. If a coal chute exists, it must be made safe and secure to prevent access from outside
40. Cellars should be kept free of combustible storage.

### Heating

41. You should provide a form of heating to all habitable rooms which can be controllable by the tenants. Heating should be capable of providing the following temperatures in each room:

Bedrooms only	18 C
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Living Room	21 C
Study / Bedroom	21 C
Bathroom/ WC/ Dining Kitchen	21 C

42. Temperatures must be achievable when the external temperature is  $-1.^{\circ}\text{C}$
43. No bottled gas, paraffin or halogen heaters are permitted within the property

### Water

44. The hot water systems must provide a constant controllable supply of hot water to baths, sinks, showers and wash hand basins and cold water would be available to these appliances and to the water closet

### Kitchen

45. The kitchen should be laid out in such an arrangement as to allow for its safe use and be easy to keep clean and hygienic by the tenant
46. A piped hot and cold water supply is required to the kitchen sink
47. A refrigerator of appropriate size for the number of tenants in the property, including freezer space, should be provided in the kitchen or immediately adjacent to the kitchen.
48. A 4-ring cooker, oven and grill located with a work top of at least 300mm either side must be provided. It should be positioned away from any door openings. 2 or 3 rings may be acceptable for small 1 or 2 person flats and studios, where space is limited
49. There must be adequate food and utensil storage in the kitchen. 1 standard single storage cupboard per adult is adequate. The space in the sink base unit is not suitable for food storage
50. A minimum 1 linear metre of dedicated free worktop space for food preparation is required in the kitchen, with a minimum depth of 500mm
51. There must be plumbing provision and a dedicated electrical socket for a washing machine for a flat occupied by more than one person. This may be a shared facility for a number of flats.
52. Where the property is furnished, supply and fit a washing machine.
53. Tumble driers are recommended to help reduce condensation problems. If provided they must be either the condensing type or the extract hose must be properly connected to a wall vent. Combined washer/driers complying with these conditions are acceptable.
54. There must be ventilation provision to kitchens and bath / shower rooms. Mechanical extraction / ventilation is recommended for normal bathrooms / kitchens, but it is a requirement for internal bathrooms / kitchens
55. Trickle ventilators in windows are recommended to allow for background ventilation. These can be in the frames of windows or by the provision of airbricks with controllable ventilators.

### Bathroom/toilet Facilities

56. Bathrooms and water closets must have adequate space to ensure their safe use. Any alterations to the bathroom and water closet need to comply with Building Regulation standards
57. A suitable method of ventilation should be fitted to all rooms. It is recommended to fit an extractor fan, and in bathrooms ideally this will be humidity controlled
58. An internal water closet has to be provided with a wash hand basin with a hot and cold water supply
59. A shower and or a bath, and wash hand basin are required each with a tiled, or equivalent, splash back area
60. Any shower should have a waterproof surround and a shower screen/curtain
61. If a shower is situated in a bath, it is recommended that tiles or equivalent extend 1.5m from the shower head down the length of the bath, 150mm over the top of the shower head and 150mm past the side of a shower curtain to prevent damage to plasterwork

### Decoration

62. The decoration of the internal and external of the property should be clean and sound at commencement of tenancy
63. Walls and ceilings must be in a sound condition
64. Floor coverings must be provided and be clean, level, sound, well secured and easy to clean, with no frayed areas, to minimise trip hazards (particularly to stairs and landings). In bathrooms and kitchens with vinyl or tiled floor coverings, the edges should be sealed to minimise water ingress

### Security

65. Where burglar alarms are provided, they should be fitted with an automatic cut out device that prevents the alarm for ringing for more than 20 minutes. Full operating instruction should be given and the contact details of the service engineers. The equipment should be serviced regularly and replaced if unreliable
66. It is recommended that the burglar alarm keyholder is registered with environmental services – to avoid expensive costs of silencing alarms causing nuisance.
67. Where a HMO is let out in separate tenancies (i.e. not a group on a joint and severely liable contract) each bedroom shall have a lock, openable from the inside without the use of a key. To avoid lock-outs, the lock shall be of the type that requires locking when leaving the room. A standard night latch lock is not suitable

### Gardens/Yards

68. Gardens and yards should be tidy, free from rubbish and safe before the beginning of a tenancy
69. Access steps, handrails, pathways, sheds and gates must be kept in good condition

70. External access steps and pathways should be maintained and free from tripping hazards. Handrails should be fitted to external steps where there are 3 or more steps and to steep sloping paths
71. External redundant buildings should be demolished if unsafe, or maintained in a safe condition. Ensure planning permission is not needed before demolishing any structures. [Click here to access the Planning portal](#)
72. Access to the rear of properties should be gated where practical
73. Tenants should be provided with the necessary tools including any health and safety information and instructions for any electrical appliances if it is a requirement for tenants to maintain garden areas
74. Bushes and shrubbery in gardens should be kept to a maximum of 1 metre high. The lowest branches of any tree should be no lower than 2 metres from the ground. Shrubby should be of a nature that discourages people from walking through it, such as shrubs with thorns
75. External lighting should be provided and maintained for rear and side entrance doors and for access passageways where possible/practical and would not cause a disturbance to neighbours. External passive PIR type lighting is recommended..( It is not always possible to provide external lighting because of disturbance to neighbours or because the access to the property is through a passage etc owned by others. There are solar powered lighting systems that would not rely on the electric supply of a third party)
76. External lighting should provide white light and be in anti-vandal casing with dusk to dawn PIR sensors

### **Rubbish / Dustbins**

77. One standard 240 litre wheeled bin for up to 5 people, and any other recycling bin / bags as required in the area, should be provided on a hard standing area.
78. Veolia can provide larger bins for properties with more than 5 people on request. Contact Veolia on 0114 273 4567
79. Other recycling facilities should be maintained to the Council's requirements. Tenants should be encouraged to recycle as much as possible through the use of Council provided recycling bins, boxes or bags
80. The Police recommend that bins should be held in an area away from ground floor windows and preferably secured

### **Rainwater goods**

81. Roofs, gutters, drains and down-pipes must be in a good state of repair and be securely fitted. Any replacements fitted may need planning permission if the property is Listed, or in a Conservation Area

### **Energy efficiency**

82. Roof/loft spaces must be insulated where they are accessible from the house. A minimum of 270mm loft insulation, or equivalent including any upright stud walls in attic loft spaces, where accessible. Dormer windows and roof slopes can be over-boarded with insulated plasterboard to obtain greater energy efficiency if no insulation is evident

83. Hot water tanks and exposed hot water supply pipes within the body of the house must be insulated
84. There should be cellar insulation between the ground floor joists, where accessible, fixed in place with wire mesh or other suitable arrangements. (Mineral fibre insulation is recommended for its fire protection qualities)
85. External cavity walls should have cavity wall insulation installed, where practicable.
86. It is recommended that when replacing white goods, such as fridges and ovens etc., they are ideally 'A' or 'A+' rated for energy efficiency
87. An Energy Performance Certificate (EPC) is required. Properties should have a certificate with an E rating or ideally higher

## Management Standards

### Tenancy Management

As well as making sure you comply with repairing responsibilities – we are encouraging landlords to give greater consideration to tenancy management too. This is so that we can make sure tenancies are managed well, and to help students integrate into their communities.

In the next section, we have highlighted some things that will help us all to have more successful student housing in the city. We expect all parties to respect this so that scheme officers and landlords are not brought into disrepute.

In general, you must be compliant with and be aware of relevant legislation and statutory provisions including, but not limited to:

- Construction (Design and Management) Regulations 2007
- Disability Discrimination Act
- Furniture & Furnishings (Fire Safety) Regulations 1988,1989,1993
- Gas Safety (Installation & Use) Regulations as amended 1998
- Health & Safety at Work Act etc1974
- Housing Act 1985, part 10, regarding overcrowding
- Housing Act 1988 (Assured and Assured Shorthold Tenancies).
- Housing Act 2004, parts 1 & 2
- Landlord and Tenant Act 1985
- Landlord and Tenant Act 1987
- Misuse of Drugs Act 1971 & (Modification) Order 2001
- Party Wall Act 1996
- Protection from Eviction Act 1977 as amended by S29 HA 1988

- Protection from Harassment Act 1997
- The Housing (Management of Houses in Multiple Occupation) Regulations 2006 (SI 372, 2006)
- Town and Country Planning Act 1990

Your inspecting officer can give you more advice about these if you need it.

### Equal opportunities

1. Landlords must ensure that in all matters, no people or groups of people are treated less favourably than any other person, for example, of their race, age, gender, disability, nationality, or sexuality.

### Marketing and letting your properties

2. We understand that you will want to carry out as much marketing and advertising as you can so that all your properties are let. We are fully supporting the Hallam Union's 'don't panic' campaign which encourages tenants not to sign too early. We feel this has benefits for all parties; tenants will be less likely to try to 'get out' of contracts because they have changed their mind, which will benefit landlords too, and the Council and University should receive less complaints because tenants have fully thought their choices through. By applying for Snug – we ask that you fully consider this campaign and its benefits, and not encourage students to sign too early.
3. Please make sure that all your property details are reported accurately without misrepresentation to prospective tenants, and the contract start and end dates are made clear before the contract is signed.
4. We also want to make sure that advertising boards on properties do not cause a blight on the neighbourhood as this is a common cause of complaint by permanent residents. We hope that being a member of this scheme will significantly help your advertising to let your properties early so that you won't need to use signs and boards any longer than necessary.
5. You must make sure that any external advertising is in accordance with Local Authority Planning requirements. The sign should relate to the specific property only when there is a forthcoming vacancy, be within the legal size and removed when that property is let. The Council's Planning department is developing a voluntary code on this and by being a member of this scheme you are showing your commitment to co-operating with this.
6. You must also make sure that you have complied with all Planning regulations with regards to the use of your property.
7. Prospective tenants should also be given the opportunity to view the property. It is important that you get the consent of existing tenants before viewings take place though.

### Tenancy Agreement

8. Usually, you will issue an Assured Shorthold Tenancy (AST).

#### Important points about an AST

- Once a fixed term contract runs out for an AST, and the tenant is still in occupation, a new tenancy automatically follows, with the same terms and conditions as before. This is called a statutory periodic AST
  - An AST can only be ended by the landlord by getting a Possession Order from the County Court, and a Bailiffs warrant. Firstly, the landlord needs to serve a legally correct section 21 and/or section 8 notice.
  - Deposits must be protected in a government authorised tenancy deposit scheme (see below)
9. You must provide your tenants with a written tenancy agreement, which clearly defines the responsibilities of landlord and tenant (including payment of water charges, utility bills, service charges and Council Tax).
  10. The name(s) and address of the landlord should also be stated on the agreement. If you change your address or other contact details, you must inform the tenants in writing. This can be by e-mail.
  11. The Tenancy Agreement should also list who is to be living at the property. All service charges should be made clear.
  12. Landlords should make a copy of the tenancy agreement available in advance of the letting so that tenants can read it before being asked to sign. Additional copies of the tenancy agreement should be made available if the tenants request it, and all are to be written with a view to the unfair contract terms legislation (Office of Fair Trading). Please [click here](#) to see a copy of a Tenancy Agreement which we have approved.
  13. The tenancy agreement should make it clear whether it's a joint tenancy or an individual tenancy. A joint tenancy is where all tenants sign the same agreement and are 'jointly and severally liable'. In an individual tenancy each tenant in the property signs their own tenancy agreement. Each agreement should make it clear that you are letting a bedroom with shared use of the common parts – i.e. by stating the bedroom number/location
  14. We also encourage prospective tenants to consider and seek independent advice regarding the terms of the tenancy agreement, before signing.
  15. Please make sure your tenants are aware that the property is not theirs until a tenancy agreement is signed.
  16. Tenants should be made aware they must use the property in a responsible way and take care of it
  17. You must not demand any money for Tenancy deposits or rent prior to the tenants signing and exchanging the tenancy agreement.
  18. Reservation or holding deposits can be accepted providing they are not excessive. A receipt should be issued stating clearly what this money is for

and the grounds for a refund. The holding deposit should be taken off the first month's rent/deposit, if the tenant signs the agreement

19. When a landlord or letting agent takes a deposit from an Assured Shorthold tenant, the deposit must be protected in a government-authorized tenancy deposit scheme. The landlord must then give the tenant the 'prescribed information' about the deposit.
20. The prescribed information is usually available from the deposit scheme, but it is important that the landlord provides it directly to the tenant. The landlord has 30 days from receipt of the deposit, to protect it in a scheme, and serve the prescribed information Please [click here](#) for information about tenancy deposit schemes
21. If you intend to do any pre-tenancy repairs or improvements, you must confirm this to the tenants in writing
22. There should be separate meters for each individual self-contained unit, unless the bills are included in the rent. However there should still be access to be able to cut off a supply by the tenants if needed in an emergency. Please make sure that gas and electric meters are read when the tenant moves in and when they move out. These readings should be signed by both parties.
23. In properties where there are multiple individual lettings, then the payment for bills should be clearly laid out.
24. Landlords should make available to the tenants, a tenancy information pack which will be prominently displayed or be available on request which contains a copy of the gas and electrical certificates, tests for smoke alarms and fire detection systems as well as emergency contact numbers. There should be instructions for using the heating system, alarms, fire detection systems, the washer and other gas and electrical appliances and refuse/ recycling requirements, such as collection days etc. Landlords should inform tenants who the utility suppliers are, if the landlord knows.
25. The landlord will have current Buildings and Public Liability Insurance, and permission obtained from any mortgage company and/ or the freeholder, to let the property.
26. If a landlord is renting the whole property, an Energy Performance Certificate (EPC) must be available to prospective tenants

## Inventories

27. Ensure that an accurate, detailed and agreed inventory of furniture, fixtures and equipment, including the condition of the property and its contents, is provided at the start of each tenancy. The inventory must be completed with 7 days of moving in and returned to the landlord. The inventory will be used at the end of the tenancy should there be any damage on return of keys.
28. This should be signed and dated by tenants, and countersigned by yourself.

## Rent and other charges

29. Ensure that prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amount and method of payments to be made during the tenancy.
30. Provide written receipts to tenants for monies demanded, and in all cases where the method of payment is by cash. Post-dated cheques, if requested, should not be cashed until the due date. Standing order mandates are accepted alternatives to post-dated cheques.
31. Where rent is paid weekly it is a legal requirement to provide a rent book or similar document.
32. The landlord should maintain proper accounts with receipts for all monies received, or a Rent Book. It is recommended that Standing Order Mandates are used for rent collection.

### **Managing your repairing obligations**

33. You must make sure that your tenants understand a simple and easy way for reporting repairs with records maintained. This should be in writing/email if it is not an emergency
34. Relevant non-emergency repair and emergency repair telephone numbers should be provided to tenants at the start of each new tenancy.
35. Respond to repairs which are identified by the landlord, or reported by the tenants during the course of the tenancy as follows:
36. It is expected that a repair will be completed within the times stated below in the majority of cases. It is however recognised that there may be circumstances where this may not be achievable, and Landlords should advise tenants of anticipated completion dates for repairs where target dates cannot be met, and make any necessary arrangements to address health and safety issues until the repairs are completed.

#### ***Category - A (emergency)***

All repairs endangering the safety, health or security of the residents or the structure of the building e.g. gas leaks, major electrical faults, blocked WCs, major water leaks.

***Response time:*** *Not more than within 24 hours of notification.*

*This should include a response to burglary damage boarding/ repair of any insecure door or window within 12 hours.*

#### ***Category - B (urgent)***

Eg. Complete breakdown of heating/hot water systems and serious lighting faults.

***Response time:*** *Within 48 hours of notification.*

### **Category – C**

All other urgent repairs affecting the structure and services but not regarded to be prejudicial to the safety, health or security of the residents or the structure of the building, e.g. direct water penetration, refrigerator breakdowns and major cooker faults.

**Response** time: *Within seven working days of notification.*

### **Category – D**

All other repairs reported but which do not affect the safety, health or security of the residents or the structure of the building and are services, which do not prevent reasonable occupation of the accommodation. Examples are plasterwork and minor furniture repairs.

**Response** time: *Within three weeks of notification.*

37. Provide at least 24 hours written notice when access is required for repairs, making all reasonable efforts to agree a mutually acceptable time of access with the tenants. In an emergency situation, tenants should co-operate as fully as possible with the landlord. If the tenants have individual tenancies, rather than a joint tenancy, then legally you don't have to give 24 hours written notice to enter the common parts, however it is courteous to do so
38. Ensure that planned programmes of repair, servicing and those improvements that a landlord is entitled to do, are carried out with due regard to the convenience of the occupants and that the tenants permission has been obtained.
39. Communicate as far as possible to the tenants how long repairs are going to take and any disruption or inconvenience that may be entailed.
40. Take reasonable steps to carry out repairs in a way which minimises discomfort and is considerate to the tenant's circumstances
41. Ensure that all contractors and tradespersons carry relevant Identification, which should be shown to tenants on demand and can be checked. Alternatively, the tenants should be notified who will be coming and when
42. Ensure that all redundant components and debris is removed from the premises on completion of works. Contractors should behave in a professional and courteous manner at all time
43. All reasonable effort should be made to minimise the impact and disruption on tenants.

### **Safety**

44. Ensure that the smoke / fire detection systems and fire fighting equipment is serviced / tested - in line with local authority regulations. Investigate any reports of false alarms. Records should be kept of these inspections. Tenants should be advised they are responsible for routine tests.

45. A regular visual check of electrical appliances, cables, plugs and sockets should be carried out to make sure they are sound.
46. Landlords must have an annual gas safety check carried out by a Gas Safe registered installer. A copy of the certificate must be given to the tenants.
47. Any furniture provided must comply with The Furniture and Furnishings (Fire Safety) Regulations 1988,1989,1993
48. Provide tenants with clear instructions for turning off and restoring hot and cold water supplies and central heating for periods of absence during winter, and on safe and efficient working of other appliances in the house.

### Anti-social behaviour

49. On receipt of a complaint in writing, you should investigate within 3 working days and, depending on the nature of the complaint, seek to enforce the responsibilities of the Tenant(s).
50. Anti-social behaviour is defined as being “behaviour that causes nuisance, annoyance, harassment, alarm or distress to one or more people living nearby”. This can include (but is not limited to), leaving rubbish and litter, vandalism, noise nuisance, harassment and intimidation.
51. You should have clear policies and procedures for handling tenant disputes and complaints about nuisance between neighbours/ tenants and their guests. You should deal fairly with all parties. You should carefully consider whether there are grounds for civil or criminal action. Your letting agreement should make clear that anti social behaviour is grounds for you to apply to court for a Possession Order to bring the tenancy to an end before the expiry of the fixed term.
52. Where you receive a complaint about alleged anti-social behaviour by one of your tenants, you should take reasonable steps to get details of the complaint, make enquiries of anyone else who may have information about the problem and then talk to the alleged perpetrator about their behaviour.
53. All landlords should ensure that tenants know that harassment of any kind by their tenants will not be tolerated. This can be done before a tenancy commences, and preferably be included in the tenancy agreement as a ground for possession. Landlords should be mindful of the wishes of tenants who experience harassment during their tenancy.
54. If there is reason to think the initial complaint may be justified, you will make the perpetrator aware of the effect of their behaviour on others and that you will take steps to end their tenancy if the problems continue.
55. Any issues regarding the antisocial behaviour of your tenants (and their guests) will be dealt with promptly and effectively. Tenants should be reminded of their responsibilities, where necessary.
56. Anti-social behaviour includes any activity that is deemed as having a negative impact on the community, including noise nuisance, abusive behaviour, drug and alcohol abuse, litter, rubbish and untidy gardens etc.

57. Where you suspect that the behaviour may amount to a criminal offence, this should be reported to the Police.
58. Where you are unable to negotiate or mediate an agreed change to any anti-social behaviour, you should make your tenant aware that further anti-social behaviour may lead you to give Notice to end the tenancy and take the appropriate legal steps to get them to leave and to claim back the costs of this action from them.
59. Where the service of Notice does not act as an effective deterrent, you will give reasonable consideration to ending the tenancy by legal proceedings, including getting legal advice where appropriate.

### **Respect for privacy and right to 'Quiet Enjoyment' and unlawful eviction**

60. All tenants have the right to 'Quiet Enjoyment' in their home. This is the right to live in the property free from interference and disturbance by their landlord or anyone acting for the landlord. Respecting the right to Quiet Enjoyment includes recognising that a tenant has 'exclusive possession' of the property which means that they have the right to exclude all others from the premises they rent (e.g. whole house or room), including the landlord, for the duration of the tenancy
61. The exception to this is the rights the landlord has to inspect for, and carry out, those repairs which they are obliged to carry out, subject to agreement with the tenants or a Court Order.
62. Examples of breach of the right to Quiet Enjoyment include changing locks without notice, going into the property against the tenant's wishes, disconnecting fuel supplies, calling at unreasonable hours and intimidating behaviour.

### **Unlawful eviction**

63. If a landlord makes a tenant leave without going to the County Court for possession, e.g. by changing the locks or moving someone else in, he/she is likely to have committed the criminal offence of unlawful eviction under the Protection from Eviction Act 1977

### **Harassment**

64. This is also a criminal offence under the Protection from Eviction Act 1977. Examples include – disconnecting fuel supplies, intimidating behaviour, calling at the property late at night, entering without permission (except when it's legal to do so), or doing repairs which unnecessarily inconvenience and disrupt the tenants
65. The Council takes very seriously, and allegations of unlawful eviction or serious harassment of a tenant. Each case is investigated with a commitment to prosecution where necessary.