

## LANDLORD'S CHARTER

### As a Middlesexstudentpad registered landlord I have the responsibility to:

1. Before letting, obtain all necessary permission such as mortgage lenders and insurance company.
2. Ensure the property is adequately insured.
3. Ensure the property is fully habitable at the start of the tenancy. Any major structural works must be completed. The property must be clean and in good order and any old furniture/appliances must be removed and disposed of correctly. To allow adequate time between tenancies to clean and refurbish the property to make sure that it is in a suitable condition for the new tenants. In cases where tenancies run back to back, to offer a pro-rota refund of rent to the new tenants for the period they are checking, cleaning or refurbishing the property.
4. Adequately furnish the property at the start of the tenancy including secure locking devices. Study bedrooms must contain at least a bed, desk, chair, wardrobe and a drawer unit. All furnishings and furniture supplied must comply with the Furniture and Furnishings (Fire Safety) Regulations 1998.
5. Ensure there is a fully working fire detection system and to provide fire blankets and/or fire extinguisher in each kitchen.
6. Have gas safety checks carried out annually on the property in full compliance with the Gas Safety (Installation and Use) Regulations 1998.
7. Provide an adequate number of electric sockets within each room and to ensure that a Portable Appliance Test (PAT) is undertaken by a competent electrician on all electrical appliances supplied not less than once every 2 years and a written record is maintained.
8. Have the electrical installation (including wiring, switches and sockets) checked and shown to be in a safe condition and good working order and supported by a certificate from a competent electrician who is a member of a nationally recognised body (e.g. NICEIC). Any report should recommend how often the installation should be re-inspected.
9. Provide tenants with a copy of the Energy Performance Certificate (EPC) for the property, unless each tenant has an individual tenancy agreement.
10. Obtain a HMO (House of Multiple Occupancy) licence for any property that consists of 3 or more habitable storeys and is occupied by 5 or more people in two or more households [for licensing purposes a household refers to members of the same family living together and couples who live together (whether or not they are married). A group of friends (i.e. students) sharing does not constitute a single household - please contact your local authority for further details on HMO licensing]
11. Provide accurate information and images relating to the property without misrepresentation to prospective tenants.
12. Not to discriminate against the tenant(s) on grounds of race, gender, religion, disability, marital status, sexual orientation or social status.
13. Offer prospective tenants a viewing of the property, having due regard to the rights of existing tenants.
14. Not to direct students to other non-registered properties or non-registered landlords.
15. Ensure that any "holding deposit" taken to secure the property before the tenancy agreement is signed must either be returned to the tenant upon signing the tenancy agreement or used as part/full payment of the damage deposit. This must be clearly receipted and noted. It must also be noted if the holding deposit is non-refundable.

16. Provide written receipts for any deposits taken and to agree with the tenant beforehand the procedure for its return. Use one of the government authorised schemes in respect Assured Short hold Tenancies and to provide details of the scheme protecting the deposit to the tenant within 30 days of taking the deposit.
17. Not to offer a joint tenancy agreement where prospective tenants who do not know each other.
18. Issue tenants with a written tenancy agreement (in clear English) stating the terms and conditions of the tenancy, including the landlords name and address and the telephone number of any managing agent/person(s) who acts on behalf of the landlord. The contract should clearly state the start and end date, services included e.g. utility bills, cleaning, gardening, meals etc. , amount of rent to be paid, when payable, methods of payment and rental/occupation arrangements for the summer period e.g. "a retainer" or "reduced rent".
19. Provide a signed and dated copy of the agreed inventory for the property including details of the condition of the property and items within, a copy to be given to all tenants.
20. Provide a rent book in the case of weekly tenancies and receipts where appropriate.
21. Where a property is occupied completely by full time students, request council tax exemption certificates from each student and present to the local authority.
22. Display emergency contact details somewhere in the property where all the tenants can access.
23. Keep the property in a reasonable state of repair and be responsive to tenant's complaints.
24. Provide prompt action when repairs are necessary, with times for access for repairs agreed with the tenants. If it is likely that the repair cannot be completed within this timescale, the tenants are to be kept informed as to predicted finish date.
25. Respect the tenants' rights to quiet enjoyment without undue interruption. If access is needed into the property to give at least 24 hours notice, unless in an emergency.
26. Respect tenants rights to confidentiality.
26. Not to harass the tenant or evict without following proper legal procedures.

**I understand that failure to meet this agreement could lead to removal of my registration and withdrawal of Middlesex University support.**