

CODE OF PRACTICE

1. Applicability

1.1 This Code of Practice applies to all landlords, managing agents and shared accommodation providers

1.1.1 Who are members of the Shared Accommodation Providers' Association (SAPA) and;

1.1.2 Who rent, sub-rent, let, sub-let or manage property in England, Wales, Northern Ireland and Scotland.

1.2 SAPA reserves the right to change any of the above clauses at any time subject to mutual agreement.

2. Definitions

2.1 'Member' refers to a Business that has been accepted into membership of SAPA by the Board.

2.2 'Share Accommodation Provider' refers to a principal landlord or an intermediate landlord who has been granted rights from the principal landlord to sub-rent or sub-lease a property on a room to room basis.

2.3 'Principal landlord' is a legal owner of a house, flat or other residential accommodation which has been rented or leased to a tenant or lessee or an intermediate landlord for a fee, whether they are an individual or a business.

2.4 'Emergency repair' is any defect where there is a risk of danger to the health, safety and security of the tenant or a third party on the premises, or that affects the fabric of the building adversely.

3. Deposit

3.1 Deposits taken in relation to an Assured Shorthold Tenancy must be protected with a government authorised tenancy deposit protection scheme.

3.2 The amount of the deposit must be clearly specified and a copy of how the deposit is protected must be provided to the tenant.

3.3 The deposit shall not need be protected in the event of a licence agreement.

3.4 The deposit shall be returned promptly and in full, minus verified costs that are chargeable to the tenant's deposit.

4. Member obligations

4.1 SAPA members must enclose this Code to their tenancy agreements or licence agreements.

4.2 SAPA members shall provide tenants with their contact details, including their address, a mobile and a landline telephone numbers and an email address.

4.3 SAPA members shall be always contactable.

4.3.1 If unavailable, tenants should be informed and given alternative contact details.

4.4 SAPA members undertake to respond to tenant's communication in a prompt manner within a reasonable period of time.

4.5 Members shall provide tenant references if requested.

4.6 Members must respond to tenants' complaints promptly.

4.7 If the dispute is left unsettled, parties may direct their dispute for review by the SAPA dispute resolution centre.

4.8 Members must always act in a fair, reasonable and professional manner in their dealings with tenants.

4.9 Members must not discriminate tenants or treat them less favourably than others because of their colour, creed, ethnic or national origin, disability, age, sex, marital status,

sexuality, politics, or their responsibility for dependents.

4.10 Members shall be fit and proper persons as defined by section 66 of the Housing Act 2004.

4.11 Members must pass SAPA training and development course.

4.12 Members must allow inspection of any premises after reasonable notice by SAPA.

4.13 Members must always comply with current legislation and cooperate if asked by SAPA.

4.14 Members must provide within a reasonable time any document requested by SAPA and deemed necessary for the continued compliance with SAPA Rules of Membership, Code of Practice and Accreditation Criteria.

5. Access to premises

5.1 Except in case of an emergency, members shall give tenants at least 24 hours notice when access to the property or room is required by a principal landlord, a managing agent, a shared accommodation provider or an authorised third party (e.g. a surveyor, builder, tradesman etc. ¹¹).

5.1.1 In the case of a licence agreement the 24 hours notice period is only a recommendation.

6. Property requirements

6.1 Emergency repairs shall be dealt with or made safe on the same day that a member is notified.

6.1.1 If same day emergency repairs are impossible to undertake subject to a reasonable excuse, the repairs shall be dealt with as soon as practically possible.

6.2 Urgent repairs shall be dealt with within three working days of a member being notified subject to availability.

6.3 Members must keep premises in a reasonable condition compliant with legal requirements, including having no category 1 hazards or significant or multiple category 2 hazards as defined in the Housing Health & Safety Rating System.

6.4 If the property is over three stories high, the member shall obtain the House in Multiple Occupation licence.

6.5 Members shall work towards compliance with duties imposed upon them by the Energy Act 2011, especially related to requests for energy efficiency improvements by tenants and in relation to low ratings in energy performance.

¹¹ Examples given are non-exhaustive and may be amended