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INTRODUCTION

The Scottish Core Standards for Accredited Landlords provides a framework for setting and monitoring the achievement of good management practice by private landlords and letting agents. The standards reflect a combination of current legislation, good practice and commonsense. They were designed to be reasonable, realistic and easy to implement. Landlords and letting agents who already carry out good management practices will find themselves well on their way to achieving the standards.

These standards follow the Scottish National Core Standards and Good Practice Guidance for Private Landlords developed by Communities Scotland in 2006. The standards were widely consulted on and endorsed by the Scottish Government.

The standards have been adopted as the framework for Landlord Accreditation Scotland.

The Types of Standard

The Standards themselves are organised around nine categories:

1. Communication with the tenant
2. Equality issues, complaints and disputes
3. Management of the tenancy
4. Minimum property conditions
5. Repairing Standard
6. Repairs and maintenance
7. Facilities and fittings
8. Heating, insulation and energy efficiency
9. Health, safety and home security features

Guidance on the Standards

Most of the standards are straightforward; relatively short statements of good practice. Generally, they have been framed as broad statements rather than in great detail, although for some standards, precision has been necessary and unavoidable.

The use of the word "landlord" throughout this document refers to private landlords and letting agents.

SCOTTISH CORE STANDARDS FOR ACCREDITED LANDLORDS

1 Communication With The Tenant

- 1.1 The landlord 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.
- 1.2 All information provided by the landlord, including tenancy agreements, should be written in plain English.
- 1.3 Where requested, the landlord should provide summary translations of written information in relevant minority languages, Braille or large print.

2 Equality Issues, Complaints And Disputes

Equality Issues

- 2.1 In letting and managing accommodation, a landlord 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 From the 4th of December 2006, a landlord must not unreasonably withhold consent to tenants to adapt rented accommodation to meet the needs of disabled occupants.

Source: Housing (Scotland) Act 2006: Section 52 (3)

- 2.3 The landlord should not discriminate against a tenant or prospective tenant because of their entitlement to Housing or other Benefits and should not advertise vacant properties in a manner that could be described as discriminatory.

Complaints

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

Disputes

- 2.6 The landlord 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

'Fit and Proper' to Let

- 3.1 The landlord should be registered with the local authorities Private Landlord Registration Scheme. Where a landlord operates from a company limited by guarantee, the fit and proper person test should relate to the Director(s) and Secretary of the company.

Source: Part 8 of the Anti-Social Behaviour etc (Scotland) Act 2004.

- 3.2 The landlord should not have a conviction within the last three years for a criminal offence, or offences that are relevant to carrying out residential letting.
- 3.3 A landlord letting a property to three or more unrelated individuals should provide evidence of their HMO (House in Multiple Occupation) license.

Pre-letting Procedures

- 3.4 Permission for the property to be used for letting should be obtained from the mortgage lender, where appropriate.
- 3.5 A landlord should have adequate buildings insurance and must have third party insurance.
- 3.6 Landlords should not let accommodation where it will result in the property becoming overcrowded and must take reasonable steps to assess this before the tenancy commences.
- 3.7 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;
 - any other charges for which they are responsible;
 - the potential of property inspections to be undertaken including those associated with the compliance procedures of the accreditation scheme.
- 3.8 No payment must be taken from a prospective tenant to have their name placed on an accommodation list.

Source: Accommodations Agencies Act 1953

- 3.9 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 and for which a receipt is issued.
- 3.10 Any administration charges to a new tenant must reflect only actual costs incurred.

Source: Housing (Scotland) Act 1988

The Tenancy Agreement

- 3.11 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 and any relevant Notices (for example AT5).

Source: Housing (Scotland) Act 1988

- 3.12 The name and current address of the landlord and, or, agent must be stated in the tenancy agreement.

These details are required in the AT5 form, which is signed prior to the tenancy formation to confirm it is a Short Assured Tenancy

- 3.13 An AT5 Form must be issued prior to the tenancy agreement confirming the creation of a short assured tenancy.

3.14 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 standard of cleaning and of the condition in which the property should be kept, wear and tear excepted, by the tenant, throughout the tenancy; and
- a statement that the tenant must not engage in any anti-social behaviour and that any such behaviour will constitute a breach of the agreement.

Source: Unfair terms in Consumer Contracts Regulations 1999

3.15 The tenancy agreement must be properly executed by the signatures of the landlord (or agent) and tenant, and one witness, who must include their address.

Source: Requirements of Writing (Scotland) Act 1995 for post July 31 1995 leases.

Rent and Other Charges

3.16 The tenancy agreement should set out:

- the rent due;
- the period of payment;
- the method of payment; and
- any review period for changing the rent

and the responsibility of the tenant for:

- any service charges;
- council tax;
- utility costs; and any other charges.

3.17 The landlord should hold occupancy records relating to each property the names, dates of arrival/departure and forwarding address of all tenants, and make this information available to authorised users under data protection legislation.

3.18 Where rent is paid weekly, a rent book must be issued and receipted for each weekly payment made.

Source: Housing (Scotland) Act 1988

Possession

3.19 A landlord must use the correct legal procedures for seeking possession of the accommodation.

Source: Housing (Scotland) Act 1988 and Rent (Scotland) Act 1984

Action on Anti-Social Behaviour

3.20 It is a legal requirement of the landlord to take lawful forms of action to resolve any issues regarding anti-social behaviour of occupants and visitors to the property in question.

Source: Anti-Social Behaviour etc (Scotland) Act 2004: Section 68

Deposit

- 3.21 The landlord 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.
- 3.22 Where a deposit is required, it must be no more than equivalent of two months' rent and 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

- 3.23 The tenant should be provided with a receipt for a deposit. 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.
- 3.24 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

- 3.25 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.
- 3.26 A revised inventory should be given to the tenant when there is an agreed change to the contents of the original inventory.
- 3.27 At the end of the tenancy, the landlord 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 Landlord Accreditation Scotland. 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 or waterless 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;
- in the case of a house having a supply of electricity, comply with the relevant requirements in relation to the electrical installation (i.e. electrical wiring and associated components and fittings) for the purposes of that supply; and
- have satisfactory thermal insulation

Source: Housing (Scotland) Act 1987 section 86 as amended Housing (Scotland) Act 2006 section 11

- 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 other co-owners.

Source: Tenement (Scotland) Act 2004

5 Repairing Standard

- 5.1 The landlord should undertake a risk assessment of each property detailing potential risks, measures to mitigate against risks and any tenant responsibilities to prevent such risks manifesting. This risk assessment should be available to the tenant at the creation of a tenancy.

- 5.2 A landlord has a duty to repair and maintain the property at the start of the tenancy, and at all times during the tenancy, including a duty to make good any damage caused by carrying out this work.

Source: Housing (Scotland) Act 2006 s14: 1-2

- 5.3 Upon notification or awareness of a defect the landlord must complete the work within a reasonable time.

Source: Housing (Scotland) Act 2006 s14: 4

- 5.4 A private rented property must meet the Repairing Standard as follows:

- the house is wind and water tight and in all other respects reasonably fit for human habitation;
- the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order;
- the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order;
- any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order;
- any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed; and
- the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire

Source: Housing (Scotland) Act 2006 s13: 1

- 5.5 The landlord must inspect the property before the tenancy starts for the purpose of identifying any work necessary to comply with the Repairing Standard and notify the tenant of any such work.

Source: Housing (Scotland) Act 2006 s19

- 5.6 The landlord must, on or before the start of a tenancy, provide the tenant with written information about the effect of the Repairing Standard in relation to the tenancy.

Source: Housing (Scotland) Act 2006 s20: 1-4

- 5.7 Tenants should be provided with information on how to approach the Private Rented Housing Panel and in what circumstances.

Source: Housing (Scotland) Act 2006 s22: 1-6

6 Repairs And Maintenance

- 6.1 A. Access to the property by the landlord (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.
- B. The tenant must give the landlord reasonable access to the property but 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

- 6.2 The landlord 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.
- 6.3 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.
- 6.4 Where the landlord carries out major repairs or improvements to the property during the tenancy that restrict 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 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; and
 - be sufficient for the number of occupants required to use them within the house.

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

- 7.2 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.
- 7.3 The landlord should ensure there is adequate storage space within the property for the storage of refuse.

8 Energy Efficiency, Insulation And Heating

- 8.1 The property should provide a satisfactory level of thermal insulation and incorporate, where necessary and practical:
- draught insulation of doors and windows (or secondary or double glazing);

- lagging of immersion heaters and hot water pipes;
 - cavity wall insulation;
 - loft insulation to a depth of 250mm;
 - the landlord should advise tenants to replace conventional light bulbs with low energy bulbs; and
 - where available, the landlord should provide tenants with an NHER rating for the property and indicative fuel costs.
- 8.2 The landlord should 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).
- 8.3 The accommodation should be provided with an energy efficient hot water supply.

9 Health, Safety And Home Security

Water

- 9.1 There should be no lead pipes within the property feeding the internal drinking supply.
- 9.2 The landlord 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 completed by a CORGI registered contractor and a gas safety certificate obtained;
 - ensuring all servicing, repairs and replacements to be completed by a CORGI registered contractor;
 - providing tenants with a copy of the servicing certificate; and
 - retaining records of safety checks for at least 2 years.

Source: Gas Safety (Installations and Use) Regulations 1998

- 9.3 The landlord 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.
- 9.4 Where gas, including liquid propane gas, is supplied to the accommodation, the landlord should provide suitably located, mains-wired (with battery back-up) carbon monoxide alarm(s).
- 9.5 Before the start of the tenancy, and at regular intervals thereafter, the landlord should test that the carbon monoxide alarm(s) is operating properly.

Electricity

- 9.6 The landlord 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

- 9.7 The landlord should arrange for a qualified electrician or qualified person holding the appropriate Portable Appliance Certificate to complete:

- an annual, portable electrical appliances safety test (PAT); and
- a regular 5 year check of electrical wiring circuits and mains board.

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.

Furnishings and Furniture Safety

- 9.8 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

- 9.9 The accommodation should have installed a mains-wired (with battery back-up) smoke detection system.
- 9.10 A fire blanket should be provided in the kitchen, or kitchens.
- 9.11 The landlord should provide the tenant with published guidance on fire safety issues.

Home Security

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

NOTES