



## Section 3: Fit and proper landlord

*I declare that I am a fit and proper person to be accredited in that neither I, nor any person associated with me, have any unspent convictions that are relevant to my application and in particular:*

19. any offence involving fraud or other dishonesty, or violence or drugs or any offence listed in Schedule 3 to the Sexual Offences Act 2003;
20. any unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of any business; and
21. contravention of any provision of the law relating to housing or of landlord and tenant law; (including any civil proceedings that you have lost).

*And that during the last 5 years neither I, nor any person associated with me, have:*

22. been subject to successful prosecution by the Local Authority for housing offences or prosecution or sanction by the Local Authority for Housing Benefit offences
23. not received a legal notice under various Housing legislation which I have failed to comply with.

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# Code of Practice

*Torbay Landlords Accreditation Scheme (TLAS) has been developed by landlords for landlords. As an accredited landlord you will be required to comply to this code of practice.*

## Section 1: Relationship with your tenant

1. The landlord<sup>1</sup> will always act in a fair, honest and reasonable way in all their dealings with the tenant and will respect their rights to peaceful and quiet enjoyment of the property;
2. The landlord will not discriminate in their dealings with prospective and/or existing 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 dependants<sup>2</sup>;
3. The landlord will, emergencies excepted, give the tenant reasonable notice (at least 24 hours and in writing or by phone, stating reasons) when access to the property is required by the landlord or their agents;
4. All tenants will be provided with a written statement of the terms of their occupancy (a tenancy agreement), together with a current inventory, a

<sup>1</sup> The term landlord can also refer to managing agent whereby a letting agent manages the property on behalf of the landlord.

<sup>2</sup> Equality Law does not mean agents/landlords are unable to determine who is most appropriate for a particular property. What a landlord/agent cannot do is to unlawfully discriminate against a certain group, for example, refuse to let to Africans (race discrimination) or will not let to men (sex discrimination). It is acceptable to discriminate on the grounds of finance (ability to afford the rent) and unacceptable references or poor character references.



contact telephone number or other means of contacting the landlord or their agent in an emergency, and details of what conditions are attached to the tenancy deposit or bond;

5. The landlord will acknowledge promptly all written communications received from the tenant and will respond appropriately to telephone or other verbal messages and will, when so requested, provide the tenant with a written statement of their tenancy account;
6. Before proceedings are commenced, the tenant will be notified (at the tenancy address) of any breach of the tenancy agreement that is to be used as a basis for legal proceedings against the tenant;
7. The landlord will not cause harassment to a tenant or instruct or undertake any action that involves the tenant being illegally evicted;
8. If the tenancy is an assured shorthold tenancy (AST), the landlord will ensure that any deposit paid by a tenant will be safeguarded via a custodial or insurance based scheme.
9. The landlord will not refuse a tenant a reference for the purposes of securing a new tenancy, without good cause.

## Section 2: How you manage the property

10. The landlord will ensure all accommodation is fit to live in, is in a reasonable state of repair, has adequate fire safety and amenities and meets basic standards of management. If not, the landlord will bring all substandard rented properties up to the minimum legal standard within a reasonable time period. An improvement plan will be drawn up, which sets out how, and within what period, they intend to improve any sub-standard properties. This plan may be requested by any local authority having reason to inspect such a property whilst fulfilling their statutory functions<sup>3</sup>;

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<sup>3</sup> Torbay Council may inspect your property(ies) to ensure no category 1 hazards exist (for example, anything which may affect the health and safety of the occupant(s) such as injury in a fire caused by poor electrics or chest complaint from cold and damp).



11. All disrepair or defects in the property for which the landlord is responsible will be attended to promptly with minimum disruption to the tenant;
12. Subject to statutory rights of appeal, the landlord will comply with all statutory notices served by a local authority;
13. The landlord will hold relevant safety certificates in respect of gas installation and appliances in the accommodation provided for letting which are the landlord's responsibility, and copies of these will be provided to the tenant;
14. Where automatic fire detection or emergency lighting is a requirement, the landlord shall ensure that installations are properly serviced by a competent person in accordance with the relevant British Standards; Due to changes in fire safety legislation landlords of multi occupied buildings are now required to carry out a risk assessment. Guidance notes are available from [www.communities.gov.uk](http://www.communities.gov.uk).
15. The landlord will not advertise or claim any non-accredited property as being accredited.
16. The landlord will not act in such a manner that brings the TLAS into disrepute.
17. All references to the 'landlord' in this code shall apply equally to relevant directors, partners and/or employees of a company or business accredited under this scheme.
18. The landlord will, where appropriate, promote Housing and Council Tax Benefit take-up by being able to offer advice on claiming these benefits from the Council. This will only extend to making the tenant or prospective tenant aware of the scheme and from where claims forms and further advice can be obtained<sup>4</sup>.

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<sup>4</sup> The Council hopes that landlords would offer general advice on the existence of Housing Benefit to help people on low income with their rent and from where to obtain claim forms and further advice if necessary. Tenants who are eligible for help with their rent and who make a claim are less likely to fall into rent arrears or be late with their payments of rent.