



# Terms and Conditions of Membership

Landlord Accreditation Scheme: North Staffordshire (the Scheme) is a partnership between Stoke-on-Trent City Council and Newcastle-under-Lyme Borough Council. It is designed to benefit all partners equally and also provide help and advice to all individuals and agencies with an interest in the private rented sector in the local authority areas.

Membership of the scheme is open to any individual or company owning residential property within the boundaries of the above local authorities, whether they be locally based or not.

Whilst membership of the scheme is voluntary, there are however, certain basic criteria which must be met to ensure the professional credibility of the Scheme and to provide some security to those taking part.

Members' compliance with the Terms and Conditions will ensure that:

- Both landlords and tenants enjoy the benefit of good standards of housing management and practice.
- The likelihood of misunderstandings and disputes are reduced.
- Where problems do occur they are more likely to be promptly resolved.

In addition to these Terms and Conditions, the ANUK Landlord Development has been adopted by the Scheme as a Good Practice Guide. Members of the Scheme are recommended to familiarise themselves with its contents and follow its guidance where appropriate. [www.anuk.org.uk](http://www.anuk.org.uk)

## GENERAL

1. Signatories to the Scheme must ensure that they comply with
  - a. Their legal obligations as a landlord in respect of the health, safety and welfare rights of their tenants.
  - b. The terms and conditions of the Scheme.

## PROPERTY REGISTER

2. Landlords are required to inform the Scheme Operators of all the private rented properties they own that are located within Stoke on Trent City Council and Newcastle under Lyme Borough Council.
3. Landlords are required to inform the Scheme Operators of any changes of their Property Portfolio, for example, if they sell a property or if they buy a property within the boundaries of the above local authorities.

## PROPERTY STANDARDS

4. Upon request, landlords must arrange and provide access for authorised officers to inspect any of the properties they own within the scheme boundaries. These inspections are to ensure that they meet the current legal and Scheme requirements.

## PROPERTY STANDARDS

5. Member's properties should be maintained to meet the 'Decent Homes Standard' Where it is found that any Category 1 or Category 2 Hazards exist under the Housing Act 2004, members will be issued with a Property Improvement Plan (PIP) and given the opportunity and reasonable timescales to address the works. If a member fails to complete works to remove/reduce a Category 1 Hazard they will be served with a formal enforcement Notice and will be deemed to be in breach of the terms and conditions of the scheme.

In a case where a members property presents a serious and imminent risk to health and safety (multiple Category 1 Hazards), it may be necessary to proceed straight to the serving of a formal enforcement notice which will also be deemed to be in breach of the terms and conditions of the scheme.

6. Members must also be compliant with any other Statutory or legal requirements i.e. Planning, Building Control Notices, Fire Authority Notices, HMO Licensing, Selective Licensing etc.

## REPAIRS

7. On notification by the tenant, repairs should be carried out within reasonable timescales that are appropriate to the nature of the defect.

## GAS SAFETY CERTIFICATES AND ENERGY PERFORMANCE CERTIFICATES

8. Landlords must ensure that an annual safety check is carried out on gas appliances, fittings and flues and a copy of the gas safety certificate is given to tenants. Copies of certificates must be provided to the Scheme Administrators upon request.
9. From the 1 October 2008 landlords are required to provide an EPC when they rent out a home. The EPC must be available free of charge to prospective tenants. This should be provided before any rental contract is entered into. They are valid for 10 years and can be reused as many times as required within that period. An EPC is not required for any property that was occupied before 1 October 2008 and which continues to be occupied after that date by the same person.

## TENANCY AGREEMENTS

10. Upon the start of a new tenancy, the tenant(s) should be given a written tenancy agreement. This should include information about the terms and conditions of the tenancy such as rent to be paid, frequency of payments, who is responsible for the payment of other services (water, gas, electricity, council tax etc.), if a deposit is taken include details of what the deposit covers and under which scheme it is protected, details of the owner and agent.
11. The name and address of the landlord should be provided to the tenant or contact details of any managing agent or person/s acting on behalf of the landlord. This should include contact details for use in case of emergencies and for reporting repairs.
12. Landlords must not use any Terms or Conditions in the tenancy agreement that could be classed as potentially unfair under the 'Unfair Terms in Consumer Contracts Regulations' 1999 (the Regulations) and must not charge any unfair fees or other charges.

## TENANCY DEPOSIT PROTECTION

13. Tenancy deposit protection (TDP) schemes guarantee that tenants will get their deposits back at the end of the tenancy, if they meet the terms of the tenancy agreement and do not damage the property. Landlords must protect their tenants' deposits using a TDP scheme if they have let the property on an assured shorthold tenancy (AST) which started after 6 April 2007.

The three approved schemes are:

Deposit Protection Service (DPS)   MyDeposits   Tenancy Deposit Scheme (TDS)

## EQUAL OPPORTUNITIES

14. Landlords should ensure that, in the provision and letting of housing or associated services and the letting of contracts for services no person or group of persons applying will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin gender, disability or sexual orientation.

## FIT AND PROPER PERSON

15. The landlord should notify the Scheme Administrators of any offence or conviction they are being investigated for or have been convicted of an offence that may compromise their suitability as a landlord.

## COMPLAINTS ABOUT ACCREDITED LANDLORDS

16. Any complaints received about an accredited landlord or properties owned by an accredited landlord will be appropriately investigated and discussed with the landlord.

## MEMBERSHIPS AND THE REVIEW PANEL

17. Full membership will be given upon submission of a valid application, including a payment of a fee, completion of the declaration relating to the Scheme Criteria and other supporting information. It is compulsory that the member attends a half day Landlord Development Event within the membership period. An application for membership will be refused if qualifying criteria are not met.
18. Membership will last for two years, after this time, landlords will be invited to renew their membership.
19. A member may be suspended from the Scheme pending investigation, where it becomes apparent that there may have been a serious contravention of the scheme terms and conditions but there may be significant mitigating information to consider before a decision can be made regarding the landlords membership.
20. A membership will be withdrawn if:
  - a. It is found that a false declaration has been made in joining the scheme.
  - b. There is found to be a serious contravention of the terms and conditions of the Scheme.
  - c. There are persistent infringements of the scheme terms and conditions; or
  - d. Any other reason that can be justified by the Scheme Steering Group.

In cases where there is clear unambiguous evidence that there has been a gross contravention of the Scheme terms and conditions, membership will immediately be withdrawn.

21. All decisions regarding a landlord's membership will be made by the Review Panel. A landlord will be informed of any review of their membership and provided with information on the process that is followed including how they may appeal.

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**The Scheme Operators may, through the Steering Group make amendments to these Terms and Conditions.**

**Member's details are kept securely and will not be divulged to third parties without the member's specific prior consent. However, information can be shared between the partner local authorities involved in the scheme for whatever purpose. A list of all members will be displayed on the schemes website.**

The Landlord Accreditation Scheme: North Staffordshire  
is a partnership between



For further information, please contact the Landlord Accreditation Team at

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