



Terms and Conditions of Membership

The North Staffordshire Landlord Accreditation Scheme (the Scheme) is a partnership between Stoke-on-Trent City Council, Newcastle-under-Lyme Borough Council, Stafford Borough Council, Staffordshire Moorlands District Council and the North Staffordshire Landlords Association. It is designed to benefit all partners equally and also to provide help and advice to all individuals and agencies with an interest in the private rented sector in the above 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.

Scheme Boundaries = area covered by the participating local authorities.

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 of the private rented properties they own that are located within the Scheme boundaries.
3. Landlords are required to inform the Scheme Operators of any changes to their Property Portfolio, for example, if they sell a property or if they buy a property within the scheme boundaries.

PROPERTY INSPECTIONS

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.
5. If a property is not fully compliant with the current legal and Scheme requirements, any necessary works will be highlighted in a Property Improvement Plan. In cases where there is a serious risk to health and safety, it may be necessary to proceed straight to serving a formal notice.

REPAIRS

6. 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

7. 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.

TENANCY AGREEMENTS

8. 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. Further information about tenancy agreements can be found in the Landlord Development Manual.
9. 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.

EQUAL OPPORTUNITIES

10. Landlords should ensure that, in the provision and letting of housing or associated services and in 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

11. The landlord should notify the Scheme Administrators of any offence or conviction that may compromise their suitability as a landlord.

COMPLAINTS ABOUT ACCREDITED LANDLORDS

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

MEMBERSHIP AND THE REVIEW PANEL

13. Full membership will be given upon submission of a valid application, including completion of the declaration relating to the Scheme Criteria and other supporting information. An application for membership will be refused if qualifying criteria are not met.
14. Membership will last for two years, after this time, landlords will be invited to renew their membership.
15. A member may be suspended from the Scheme pending investigation, where it becomes apparent that there has 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.
16. A membership will be withdrawn if:
- a) It is found that a false declaration has been made in joining the scheme;
 - b) There is an allegation of 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 be immediately withdrawn.
17. 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.

COMPLIMENTS, COMMENTS AND COMPLAINTS ABOUT THE SCHEME

18. If you have a compliment, comment or complaint about the Scheme or about any person representing the Scheme, please send them to the Scheme Administrators at Landlord Accreditation Team, Housing Standards Team, Stoke-on-Trent City Council, PO Box 634, Civic Centre, Glebe Street, Stoke-on-Trent, Staffs ST4 1RJ.
19. Complaints will be considered by the Scheme Steering Group or through the relevant local authority internal complaint system. Either way, you will be sent an acknowledgement letter within 5 days telling you how this complaint will be dealt with.

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

The North Staffordshire Landlord Accreditation Scheme
is a partnership between



For further information, please contact the Landlord Accreditation Team at

Stoke-on-Trent City Council

Housing Standards Team
Regeneration Directorate
PO Box 634
Civic Centre
Glebe Street
Stoke-on-Trent
Staffs ST4 1RJ

Tel: 01782 232271 or 232087 Fax: 01782 232217

Email: mail@landlordaccreditation.co.uk Website: www.landlordaccreditation.co.uk

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