



DASH **Landlord Accreditation** **Scheme Manual**

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Overview of the Scheme

DASH Landlord Accreditation is a scheme which recognises and acknowledges private sector landlords with good standards in the condition and management of their properties and their relationship with their tenants.

Accreditation supports landlords and tenants in their responsibilities and as such is a significant factor in a strategy of self regulation for the private rented sector which will contribute to the raising of housing standards.

The scheme has been successfully operating since 2008 and is part of DASH Services. DASH Landlord Accreditation was previously known as EMLAS (East Midlands Landlord Accreditation scheme) and was brought into the DASH brand in 2013.

The scheme allows all landlords to become a member and achieve accreditation. DASH Landlord Accreditation compliments other accreditation initiatives already in operation and works alongside a range of partners in the private rented sector to offer landlords the best experience. For example, in order to carry the 'Nottingham Standard' or be a 'Lincoln Trusted Landlord' the vehicle for doing so is DASH Landlord Accreditation.

DASH Landlord Accreditation is solely for landlords and is not open to Letting Agencies to join: the person wishing to become accredited with the scheme must be the controlling owner of the properties he or she manages.

After making an application, which includes a self-declaration section and signing the Code of Conduct, a landlord will be required to:

- Attain a Landlord Development Qualification
- Satisfy the scheme that they are a fit and proper person
- Complete a property sample Bill of Health (typically 10%)
- Provide evidence of continued professional development

On completion the landlord will be awarded the scheme's quality mark of 'Accredited Landlord' and their name & DASH number (not addresses) will be added to the public register of DASH Accredited Landlords.

The names of Accredited Landlords will be readily available for public reference.

The Stakeholders in the scheme are: Landlords, Tenants, Local Authorities, Fire & rescue Services, Universities and Colleges, student Unions, landlord associations, letting agents.



Aims of the Scheme

- The scheme is inclusive and equal; this will allow any landlord the opportunity to demonstrate their professionalism by taking part in the scheme.
- Through its operation the scheme sets a common baseline of standards which will promote consistency whilst helping to improve the quality of accommodation provided within the private rented sector.
- To support landlords in their development and knowledge by making available resource material to inform, educate, raise awareness and encourage good practices enabling Landlords to be successful in fulfilling their responsibilities.
- To raise the profile and promote the public image of the private rented sector.
- To promote confidence with tenants in the quality and management of the accommodation they are renting.
- To recognise and encourage Landlords who are prepared to provide good quality accommodation.
- To reduce disputes and misunderstandings between landlords and tenants.

Management and Operation of the Scheme

The overall responsibility for the scheme lies with the Committee of Management (CoM). The CoM is made up of representatives from key stakeholders including Local Authorities, Landlord Association and individual landlord members.

The CoM makes decisions on the operation and running of the scheme acting as an arbitrator where necessary. Decisions are taken through consultation with a wider Steering Group – a body made up of housing standard professionals and organisations, landlord associations, landlord members, student and other accreditation schemes and statutory authorities e.g. Fire Service. The Scheme is administered by DASH Services.



Funding of the Scheme

DASH Landlord Accreditation is managed by DASH Services. DASH Services is funded through:

- Subscription from Local Authorities,
- Accreditation membership fees
- Training courses and Conferences services
- Sponsorship
- Grants and funding bids from public bodies

Charges

Since 2009 DASH Landlord Accreditation has been FREE of charge for members with membership lasting for 3 years. DASH is funded annually by Local Authorities in the East Midlands. However, we cannot guarantee that funding will continue, and the scheme will stay free for ever.

If charges are introduced, they will be for new members only and upon renewal.

If you are a landlord in Nottingham City and wish to carry the 'Nottingham Standard' via DASH Landlord Accreditation or Unipol Student Homes, then there will be fee.

Via DASH landlord Accreditation the fee for the 'Nottingham Standard' will be:

- | | |
|----------------------|----------------------|
| • 1 – 5 properties | £95 + VAT |
| • 6 – 11 properties | £160 + VAT |
| • 12 – 29 properties | £380 + VAT |
| • 30 – 39 properties | £500 + VAT |
| • 40+ properties | price on application |

Accreditation is normally 3 years and the fee is non-refundable. After 3 years of membership a landlord will renew their commitment to the scheme by renewing their membership. The cost for renewal will be as follows:

- | | |
|----------------------|----------------------|
| • 1 - 24 properties | £80+VAT |
| • 25 - 40 properties | £200 + VAT |
| • 41 – 50 properties | £280 +VAT |
| • 51+ properties | price on application |

Financial services for the processing of income and expenditure are provided by Derby City Council who host DASH Services. DASH Services' budget is managed by the DASH Service Manager.

Financial statements and discussions of the business plan for the new financial year are reported to the CoM at least bi-annually or where critical issues are identified and reported by the DASH Services Manager.

During this new term members will need to have their fit and proper status confirmed, undergo further property visits, re-affirm their commitment to the accreditation terms and conditions and demonstrate a level of professional development.

All fees are for application to the scheme and are non-refundable, so we ask that a landlord fully commits to the scheme before making an application as the fees are non-refundable. Fees and charges will be monitored every 12 months and any changes in fee structure will be agreed by the Committee of Management.



The Accredited Landlord

An accredited landlord is one who maintains sound business and management practices, whilst continuing to be aware of current legislation to ensure a good quality of service to their tenants and the provision of good standard of accommodation.

An accredited landlord must certify that their properties comply with the scheme standards in respect of repairs, security, health and safety and management. This will be audited through inspecting a percentage of the rented properties owned by a landlord and if appropriate issue a Property Improvement Plan to prompt the landlord to carry out the appropriate works to bring the property up to the standards required by the scheme. Upon application the landlord gives permission for this document to be shared with local authority partners and other statutory bodies.

Any additional residential properties acquired by the landlord after they have entered the Accreditation Scheme will be added to their membership and be bought up to the required standards within a timescale agreed with the landlord.

An accredited landlord is considered a fit and proper person.

This means they have not:

- Committed any offences or been subject to any proceedings brought by local authority or Regulatory Body, with regard to the Housing Act, Landlord & Tenant Act or any approved Code of Practice.
- Furthermore, they have no known convictions relating to fraud, dishonesty, discrimination, drugs or Schedule 3 of the Sexual Offences Act 2003 which may disqualify them from the scheme.

An Accredited Landlord has demonstrated their awareness and knowledge by completing the Landlord Development Qualification or evidence of an equivalent qualification.

Furthermore, they have committed to maintaining continuing professional development after accreditation has been awarded.

The Standards for Accredited Landlords

In making an application for membership to the scheme the landlord is signing up to and agreed to abide by the Code of Conduct (Appendix1).

A landlord shall take all reasonable steps to ensure that any staff or persons acting on their behalf comply with the requirements of the scheme. Landlords will be held responsible for the actions of any person acting on their behalf.

Landlords or their agents will respond professionally with regard to complaints or difficulties raised by tenants or their representatives.

A landlord shall ensure that properties comply with the Property Standards for Accredited Landlords (Appendix 2). Where a landlord acquires a new property, the landlord will agree a time period with DASH in which the property will be improved to meet the standards of the scheme where necessary.

All properties are to be maintained in a satisfactory state of repair. Periodic property maintenance should be carried out having regard to the convenience and safety of the tenants.

All properties must be in a decent and safe condition, well maintained and in good decorative repair. Any pre-tenancy repairs agreed with the tenants prior to occupation should be fully completed.

Landlords will refer disputes that cannot be resolved amicably between themselves and the tenant to the resolution scheme operated by DASH Services.

Landlords should have a clear written complaints procedure which they share with tenants on the start of their tenancy.

The tenant should be made aware at the start of the tenancy that they are living in an accredited landlord's property and be given a copy of the scheme leaflet. Accredited landlords will allow DASH to approach the tenants and invite them to join the Tenant Accreditation Scheme. Contact with the tenants may also be necessary to seek further reassurance that a landlord is conducting business in a professional manner.

Landlords are required to complete the application process within a reasonable timescale, that is to say they have completed:

- Their contact details
- Inputted all the properties they let in the East Midlands
- Completed the self-declaration forms
- Completed the online training course
- Made payment (if required)

Application not fully completed within 4 weeks will be cancelled and the landlord will be asked to re-apply at a later date where further fees may be applicable.

Administration of the Scheme

Upholding the scheme standards

If a landlord is failing to meet the requirement of the scheme, then the following courses of action will be followed:

Minor failings:

corrected informally through negotiation.

Moderate failings:

may lead to suspension of accreditation external agencies may be informed

Major failings:

may lead to removal of accreditation and external agencies may be informed.

Suspension of Accreditation & Membership

Suspension will take place when moderate failings in the scheme requirements occur. Moderate failings are those that will affect the material comfort of the tenant's environment but do not affect their immediate wellbeing or safety.

When moderate failings are found, DASH will inform the landlord and scheme partners of the suspension, stating that the landlord will be suspended until such time that any works/ disputes or requirements are completed or complied with. In addition, the landlord will be asked to remove their certificates from display and discontinue the use of the scheme logo.

Once the situation has been resolved the landlord and scheme partners will be informed that they can display their certificate and use all logos in publicity.

Removal of Accreditation & Membership

Removal of accreditation and membership will take place when major failings in the scheme requirements occur. Major failings are those that will affect the safety and wellbeing of tenants, neighbours or visitors to the property as well as serious breaches of property management functions.

The landlord and scheme partners will be informed by DASH, in writing, that the landlord's accreditation status is being immediately revoked. The landlord will be requested to remove the use of the scheme logo and return their certificate to the scheme if applicable. Information relating to any property inspections will be shared with scheme partners.

Process of removal and suspension

The DASH Manager will recommend to the CoM if they feel membership should be suspended or revoked and the CoM

will approve or reject the recommendation based on the evidence presented. Disciplinary action will be noted in an open and transparent way & information relating to any property inspections will be shared with scheme partners. The landlord will need to demonstrate that the scheme standards are being upheld and that risks to health and safety eliminated or reduced to an acceptable level.

Any future re-accreditation or membership applications will be at the CoM's discretion following deliberation and the landlord demonstrating a prolonged period of good practice.

All member landlords will spend the first few months of their application working toward accreditation status. If a landlord fails to engage with DASH to the extent that accreditation has not been awarded within 6 months of application, then their application will be cancelled, even if fees have been paid. Landlords will be eligible to re-apply for membership at a future date when they can demonstrate their commitment to becoming accredited with the scheme and meeting the scheme requirements upon signing the self declaration.

Appeals Procedure

Having taken direction from the COM if a landlord disagrees with the decision to suspend or remove membership or accreditation status, they can make an appeal to the 'Appeals Panel' consisting of at least three members from the CoM or the wider Steering Group, but not including the DASH administrators who will be present for information purposes only.

Appeals must be made in writing to the DASH Service Manager within 21 days of the decision to revoke or suspend. The Panel will aim to meet within 28 days of the appeal being submitted. The Panel and the Landlord may ask for witnesses to either be present at the meeting or to provide a written statement.

The landlord will be provided with the reasons for suspension of revocation and given the opportunity to make representation.

When a decision has been reached, the landlord will be informed of the decision in writing within approximately 7 days.

The determination of the Panel to uphold, amend or reverse the previous decision is final.

DASH Services reserves the right to publicise any enforcement actions taken under this Code.

Appendix 1

The Landlords Code of Conduct

The Code of Conduct aims to achieve and promote a standard of professionalism in the management and standard of accommodation offered in private rented sector. The scheme aims to protect the public against restrictive or unethical practices and provides a means of complaint against a member who fails to honor their commitments.

The Code of Conduct is an essential aspect of the accreditation scheme. The policy of DASH Landlord Accreditation is to manage the Code in a way which is both firm and fair. For 'accredited' status to have value there must be consequences for non-compliance. At the same time, we will be flexible and responsive to particular situations and will give landlords the opportunity to put things right.

This Code will be enforced proactively with inspections and assessments, and reactively investigating complaints.

Landlords will be subject to the Code of Conduct whilst they are members of the scheme. Landlords should read through the Code thoroughly to ensure that they can comply with its provisions before signing up as a member.

DASH Services reserves the right to publicise any enforcement actions taken under this Code & share information gained through our inspections with the scheme stakeholders.

1. Business Conduct

Landlords and their agents will co-operate with the requirements of the Code.

Members will act in a fair, honest and reasonable way in their dealings with tenants and will respect their rights to peaceful and quiet enjoyment of the property.

A member shall disclose to DASH Services any conflicts of interest that may arise whilst they are a member and will at all times respect the confidentiality of his/her fellow members.

A member will not demand money on an unreasonable basis. Any demands for money should be reasonable and in writing.

Members will adopt the correct procedures for tenancy terminations and refrain from any act of harassment or illegal eviction.

All landlords and their representatives will treat everybody fairly and with respect, irrespective of their gender, age, disability, religion, ethnic origin, sexual orientation or any other factor upon which unlawful discrimination may be made.

Adequate insurance will be in place and tenants will be advised of the extent of that insurance.

Before the commencement of the tenancy permission will be sought to ensure that mortgage providers and other interested

parties permit the letting of the property.

Landlords will not act in a manner that brings the accreditation scheme into disrepute.

2. Disputes

Landlords will acknowledge promptly all written communications received from the tenant and will respond appropriately to telephone or other verbal messages.

If complaints remain unresolved they should be referred to DASH Services.

DASH Services can give advice to both parties and will act as a mediator with the sole purpose of assisting parties to reach an agreement.

If the dispute is considered to be of a serious nature or is in breach of the Code of Conduct, then DASH Services may take any necessary action such as the suspension or revocation of a landlord's membership of the scheme.

A landlord / tenant shall abide by any decision made by the Panel under the complaint procedure.

3. Managing the Tenancy

a. References

Landlords will not refuse a tenant a reference for the purpose of securing a new tenancy, without good cause

b. Tenancy Agreement

All tenancies shall be issued using a written tenancy agreement at no cost to the tenant. Such agreement will be written in clear legible English, detailing any contractual terms under which the property is offered and kept for the lifetime of the tenancy.

The tenancy agreement must state clearly:

- Contact details for the landlord or agents, including emergency contact details – at least one of the contacts provided must be in England
- The rent payable, due date and payment method
- The deposit payable and details on how it is held and when it will be refunded
- Who holds responsibility for utility and council tax charges
- Details of any service charges or administration fees levied by the landlord
- The landlord's and tenant's obligations

Prospective tenants should be permitted at least 48 hours within which to seek advice on the contractual terms of the tenancy agreement.

Where transactions by Bank transfer are made and where requested by a tenant, a statement will be provided to the tenant at least annually for all monies demanded whether for rent, deposit, utility or service charge. Where transactions are undertaken in cash or cheque, a written receipt will always be provided by the landlord.

c. Inventory

The Landlord must supply an inventory at the beginning of each tenancy if a deposit is taken. The inventory should list all the fixtures and fittings, furniture and equipment supplied by the landlord and a detailed description of their condition. The inventory can be written or other appropriate form e.g. photo or video

All parties should acknowledge any inventory as a true record of the condition of the property on letting by signature. At the end of the tenancy the inventory should be checked in the presence of the tenant. Damage or discrepancies must be noted.

d. Deposits

If the landlord wishes to take a monetary deposit they must safeguard that deposit in a statutory tenancy deposit protection scheme and all legal requirements should be met by the landlord.

e. Documentation

Landlord will seek and retain certificates required by law (e.g. gas safety certificates, HMO licenses, planning & building approvals, EPC etc.) Copies of these should be made available for tenants and DASH services throughout the tenancy at no cost to the tenant or DASH Services.

At the start of the tenancy the landlord should provide tenants with information pertinent to the success of the tenancy for example (but not exhaustible):

- i. Emergency contact details
- ii. Response times – (see later section)
- iii. DASH scheme leaflets
- iv. Appliance operation guides (e.g. boiler, heating, alarms)
- v. Refuse days
- vi. Correct use of the fire equipment & safe means of escape in the event of fire
- vii. Stop tap and gas shut off valve
- viii. Copy of the DASH property improvement plan schedule if works outstanding

4. During the tenancy

Repairs

Where the landlord is notified of a defect or disrepair within the property repairs should be completed within the following timescales:

Emergency repairs: Any disrepair that poses a risk to health and safety of the tenants or serious damage to the property or residents belongings. These repairs should be completed within 24 hours of the defect being reported. In circumstances where this is not practical, landlords should make the best temporary arrangement and complete the work as soon as possible.

Urgent Repairs: repairs to defects which materially affect the comfort or convenience of the residents should be resolved within 5 working days of report of defect.

Day to day repairs: Repairs should be made within reasonable timescales at worst within 28 working days of being reported.

Maintenance and servicing tasks which can be carried out in a planned and cyclical manner should be carried out with due regard to the convenience of tenants.

The date of reporting the matter to the landlord in writing/text or email shall be considered the start date for the completion of any repairs.

With the exception of emergencies, tenants will be notified at least 24 hours prior to the attendance by contractors or others to undertake repairs.

Decorative finishes for which landlords have responsibility are made good within a reasonable timescale if damaged or disturbed during any repairs.

Access and tenancy privacy

If the landlord requires access to the tenant's accommodation for the purpose of routine inspection / repairs / maintenance, the landlord shall notify the tenants of the date, time and purpose of the visit not less than 24 hours in advance. The tenant's privacy should be respected at all times.

Landlords will not cause harassment to a tenant or instruct or undertake action that involves the tenant being illegally evicted or harassed.

Bearing this in mind landlord will visit their properties at appropriate intervals to inspect the general condition of the property.

5. End of a Tenancy

All tenants are issued with clear written guidelines regarding matters that require their attention before vacating, including cleaning, payment of bills and return of keys

A landlord will ensure that the correct 'notice for possession' has been served on current tenants so that new tenancies do not commence until the existing one has finished

Landlords will not resort to any unlawful means to regain possession of their property.

Where the letting agreement includes a clause requiring the tenant not to cause a nuisance or annoyance or anti social behaviour, the landlord will use reasonable endeavours to achieve compliance and court proceedings for possession will be a last resort.

Appendix 2

Property Standards

Landlords will ensure that any properties and boundaries are maintained free of any avoidable or unnecessary hazards as defined by the Housing Health and Safety Rating System – and there are no known Category 1 hazards.

Risk assessments must be undertaken before and during the tenancy, their findings acted upon, so as to limit the likelihood of hazards under HHSRS occurring, and to limit the potential of harm to tenants and visitors.

All accommodation provided should be in a reasonable state of repair, have adequate amenities and other facilities as laid down in legislation and local standards.

Landlords will improve all substandard rented accommodation to legal minimum within an agreed reasonable timescale and prepare a schedule of their intention to DASH services and any local authority fulfilling their statutory function.

Any appliances, furnishings and wiring should conform to national standards on fire and electrical safety.

Fire Safety

Although fire safety is often seen as a higher risk in houses of multiple occupation, it is in fact necessary for a landlord to ensure that tenants in ALL properties are:

- given sufficiently early warning of a fire
- given a safe passage of exit from the property in the event of a fire

All landlords shall familiarise themselves with the LACoRS Guidance of Fire Safety (available on the DASH website)

Properties occupied by a single household must be fitted with an appropriate form of fire protection incorporating an audible alarm. As a minimum a mains-powered or lithium sealed-unit battery powered smoke detector will be required on each floor and on the route of escape in ALL properties, however more may be needed depending on the size, layout, management and occupancy of the property.

All properties should be routinely risk assessed by the landlord as the level of fire protection will depend on variable factors which a landlord will need to regularly monitor.

All HMO and higher risk properties will need to follow the recommendations in LACoRS Guidance of Fire Safety before accreditation is considered.

Fire detections, alarms and emergency lighting systems shall be properly checked and maintained by a competent approved engineer.

Exit routes within all properties e.g. hallways, landings and staircases will be maintained as safe, unobstructed and free of fixtures to enable evacuation of the property in the event of a fire.

Depending on the level of risk it is normally expected that the final exit doors be openable from the inside without requiring the use of a key.

All internal doors must be of sound construction and 'close fitting' to the frame, in some cases both the door and frame will need to be of approved fire-resistant standard with smoke &/or intumescent strips and self closing as appropriate to the scheme of fire safety works required at a specific property

If window locks are present, they must not prejudice the means of escape in the event of a fire.

Security Measures

Landlords should consider and implement, where appropriate, measures recommended by local Police Authority backed Crime Prevention initiatives.

External doors and frames should be of sound construction, secure and fitted with secure locking systems which do not impede the level of fire safety available at the property.

Windows accessible from ground level should be of sound construction and resistant against unauthorised entry.

If present, burglar alarm systems should have a 20 minute cut out and a key holder nominated to the local authority.

Gas Appliances

All means of use and supply of mains gas, alterations and repairs to gas installations must comply with the current Gas Safety (Installation and Use) Regulations.

Landlord will ensure that all gas appliances are serviced annually by an engineer endorsed by the Gas Safe register and a record of the service is kept. An annual gas safe check must be carried out, the certificate of which must be made available to tenants at no cost to the tenant. Landlords will self certify that they hold a current certificate, and this may be checked by DASH Services at any point in time.

Electrical Installations

Landlords must ensure that the whole electrical installation and any electrical appliances provided are in a safe condition and in good working order throughout the tenancy.

The easiest way for a landlord to ensure they comply with this element of the code of conduct is to provide a report from a competent electrician, who is a member of a nationally recognised body. The report will specify how often the installation should be re-inspected, and this should be followed.

Appliances should be visually inspected and checked on a regular basis as part of the Landlord's routine property inspection programme for signs of wear and tear.

Lighting and Ventilation

All properties are provided with adequate lighting, particularly the communal areas and especially on any steps. Properties must also be sufficiently well ventilated.

Trips and Falls

A handrail should be fitted on all steps both internal and external where appropriate, including cellars steps. Staircases should have safe guarding and be well lit.

Heating

Houses must be provided with a suitable space heating system that is capable of providing an adequate degree of thermal comfort throughout the premises and be reasonably efficient. In addition, all dwellings are provided with a reasonable level of energy efficiency measures and to include as a minimum hot water tank and exposed pipe lagging and insulation to roof void areas.

If requested Tenants should be given contact details of an appropriate advisory agency, on how best to heat their accommodation and use hot water in an energy efficient way using the facilities provided.

Energy efficiency improvements should be incorporated, where practicable, into refurbishment schemes

Facilities

All facilities for the storage, preparation and cooking of food should be reasonably modern and capable of being readily cleaned and maintained in a clean and hygienic state by the tenants.

The kitchen should be suitable for the number of occupants using the kitchen and have a safe layout.

There should be at least 3 double sockets above worktops in addition to sockets dedicated to fixed appliances such as refrigerator and washing machine.

An adequate number of suitably located, reasonably modern and hygienic W.C.s, baths and/or showers and washbasins are provided with constant hot and cold-water supply as appropriate, which are suitable for the number of occupants, as required by any relevant national or local legislation.

Rooms must have an adequate floor to ceiling height as required by any relevant local legislation.

Rooms to have an adequate number of appropriately sited sockets

Hygiene

All floor coverings in kitchens, bathrooms and W. C's should be capable of being readily cleaned with suitable domestic disinfectant products.

All dwellings should be provided with suitable refuse disposal facilities sufficient for the number of occupants, as advised by the local authority's waste collection service.

Landlords should inform tenants of the need for proper refuse management.

Neighbourhoods

Within reason and within the landlord's responsibilities the visual appearance of dwellings, outbuildings, gardens, yards and boundaries shall be maintained in a reasonable state so as not to detract from the visual amenity of the area.

The landlord should not knowingly allow the overcrowding of the property.





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