



Code of Conduct

Code of Conduct for Landlords, Letting Agents and Managing Agents (in three parts)

Part A: Landlord

I declare as a landlord that I will conform to this code being the iHowz Accreditation **Code of Conduct**:
All tenants will be treated with appropriate courtesy and respect.

1. **Relationship with Tenant or Leaseholder:** I will not discriminate in my dealings with prospective 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;
2. **Access to accommodation.** I will, except in case of an emergency, give the tenant reasonable notice (at least 24 hours and in writing, stating reasons) when access to the property is required by the landlord, contractor or agent.
3. **Written Rental Agreement:** I will provide tenants with a written statement of the terms of their occupancy including rent costs, frequency of payment and an inventory which both parties will check and sign for if I intend to claim for any loss caused by a tenant.
4. **Communication with Tenant or Leaseholder:** I will acknowledge promptly all written communications received from the tenant and will respond appropriately to telephone or other messages and will, when so requested, provide the tenant with a written statement of their tenancy rental account. I will provide the tenant with a contact telephone number or other means of contacting me or an agent in an emergency;
5. **Breach of Tenancy:** Before proceedings are commenced, I will notify the tenant in writing of any breach of the tenancy agreement that is to be used as a basis for legal proceedings against the tenant;
6. **Tenant Treatment:** I will not cause harassment to a tenant or instruct, or undertake any action that involves the tenant being illegally evicted or harassed;
7. **Deposit:** I will protect the tenants deposit and comply with the legislation and requirements of the deposit scheme.
8. **Giving Tenant References:** I will not refuse a tenant a reference for the purposes of securing a new tenancy, without good cause.
9. **Receiving Tenant References:** I will always seek a reference for prospective tenants.
10. **Safe and Healthy Accommodation:** I will take all reasonable steps to ensure all accommodation I provide will afford a safe and healthy environment for any potential occupier or visitor. That it contains no Category 1 hazards, or significant or multiple Category 2 hazards under the Housing Health and Safety Rating System, is in a satisfactory state of repair, has adequate amenities and meets good standards of management.
11. **Condition and Management of Accommodation:** I will take all reasonable steps to, ensure that the tenant is provided with accommodation that complies with relevant legal requirements. I will prepare an improvement plan if the property does not meet current standards. The improvement plan will set out how, and within what period, improvement will take place. Any local authority having reason to inspect such a property, whilst fulfilling their statutory functions, may request this plan.
12. **Disrepair or Defects.** Any disrepair or defects, brought to my attention by the tenant for whom I am responsible will be attended to promptly with minimum disturbance to the tenant.
13. **Compliance with Statutory Notices.** Subject to statutory rights of appeal, I will comply with all statutory notices served by a local authority.
14. **Licences or Registrations.** My properties will hold any necessary property licences or registrations required by law.
15. **Certification** Subject to statutes, I shall hold all relevant safety and inspection certificates and reports, and carry out regular servicing of fitting, fixtures, installations or appliances as required in accordance with good practice. Where necessary copies of these will be provided to the tenants.
16. **Prompt re-occupation.** I will take all reasonable steps to ensure that all properties under my control are occupied as soon as practicable and are in good order before the start of a new tenancy.
17. **Tenants and Accreditation** I will inform in writing all my tenants that I am a member of the Scheme and provide them with the Scheme's contact details.
18. **Education.** I will take steps to maintain and improve my knowledge of current relevant legislation and good practice.
19. **Updated personal information.** I will keep my personal information, which has been provided to the Scheme, up to date, either by updating my details on the Scheme website database or by informing the Scheme, in writing, of any changes.
20. **Conduct:** I will not act in such a manner that brings the Scheme into disrepute.

Part B: Letting agent

I declare as a letting agent that I will conform to this code being the iHowz Accreditation **Code of Conduct**:

All landlords and tenants will be treated with appropriate courtesy and respect.

1. **Part A of this document.** I will apply all the issues in part A above that are consistent with my contract with the landlord or owner for management of property, and should it be necessary to show that I do, the onus shall be on me to correctly identify my areas of responsibility.
2. **Statement of Terms and Conditions.** I will provide a written statement of terms and conditions to landlords detailing all the rights, responsibilities and liabilities of the agency agreement.
3. **Information about the Scheme.** I will provide all landlords or owners with information about the Scheme and urge them to apply to join the scheme.
4. **Notification of issues requiring attention.** Agents who are not responsible for property standards will inform the landlord in writing of any areas requiring attention, or other statutory requirement. However in the case of a serious risk to anyone's health or safety that the landlord does not make good, I will, when made aware by any occupier, also advise them to notify the local authority. In the event of the occupier being unable to do this I will report the matter on their behalf.
5. **Fees and Charges:** I will provide details of all the fees and charges I may make to landlords, tenants and leaseholders for my services. Details include the amount I will charge and the circumstances in which I will charge them. If I arrange contractors to undertake work I will provide information of any commission I receive from the contractor.

Part C Managing agent

I declare as a managing agent that I will conform to this code being the iHowz Accreditation **Code of Conduct**

All landlords and tenants will be treated with appropriate courtesy and respect.

1. **Part A of this document.** I will apply all the issues in part A above that are consistent with my contract with the landlord or owner for management of property, and should it be necessary to show that, the onus shall be on me to correctly identify my areas of responsibility.
2. **Statement of Terms and Conditions.** I will provide a written statement of terms and conditions to landlords detailing all the rights, responsibilities and liabilities of the agency agreement.
3. **Information about the Scheme.** I will provide all landlords or owners with information about the Scheme and urge them to apply to join the scheme.
4. **Notification of issues requiring attention.** Agents who are not responsible for property standards will inform the landlord in writing of any areas requiring attention, or other statutory requirement. However in the case of a serious risk to anyone's health or safety that the landlord does not make good, I will, when made aware by any occupier, also advise them to notify the local authority. In the event of the occupier being unable to do this I will report the matter on their behalf.
5. **Fees and Charges:** I will provide details of all the fees and charges I may make to landlords, tenants and leaseholders for my services. Details include the amount I will charge and the circumstances in which I will charge them. If I arrange contractors to undertake work I will provide information of any commission I receive from the contractor.
6. **Improvement, Repair and Management:** I am clear on my responsibilities as agreed with the landlord and will undertake any actions promptly where I have authority to do so. Where I do not have responsibility I will inform the landlord in writing (and by telephone if urgent) of any issues requiring attention, or of unmet statutory requirements. If the landlord fails to rectify matters I will issue written reminders. However in the case of a serious risk to anyone's health or safety, I will, when made aware by any occupier, also advise them to notify the local authority. In the event of the occupier being unable to do this I will report the matter on their behalf.
7. **Complaints:** I provide landlords, leaseholders and tenants with a complaints procedure and offer a means of redress such as access to an independent Ombudsman scheme.

Definitions.

THE SCHEME is the iHowz Association Accreditation Scheme

A LANDLORD is the legal owner(s) of a house, flat or other residential dwelling which is rented, or leased to a tenant or lessee for a fee. A landlord may be an individual, partnerships or limited business.

A LETTING AGENT is instructed by a landlord and is paid to find a tenant in accordance with the contract they have agreed whether in writing or not, whether they are an individual or business.

A MANAGING AGENT is a person or firm that is appointed by the landlord or owner to manage a house or dwelling on their behalf. The extent of responsibilities is defined by a signed agreement or contract.

LANDLORDS AND AGENTS may provide a mix of services. Members of the Accreditation Scheme may at times find they undertake functions contained in the above definitions. Where that is the situation a landlord or agent should comply with the appropriate code section.

LICENCE APPLICANT is the person making an application for a licence, whether a Mandatory; Additional or Selective licence. Frequently this will be the LANDLORD.

HMO MANAGER is the person nominated to be the manager of a recognised HMO (licensable or not). Frequently this will be the LANDLORD.

Note: All references to an individual in this Code will apply equally to relevant Directors, Partners and/or employees of a Company or business accredited under this scheme.