

# Gold Standard Charter

## Landlord/Managing Agent Commitment

### I am:

- A member of (insert name of a recognised landlord's/managing agents association)
- A member of (insert name of accreditation scheme)

### I will:

- Take responsibility for the safety of my tenants and my property/properties
- Give clear written tenancy agreements and information packs to my tenants
- Keep my tenants well informed of their rights and available services
- Provide security of tenure for my tenants
- Protect my tenants from illegal or unnecessary eviction
- Charge fair rents and avoid additional charges
- Provide a decent home for my tenants
- Maintain and repair my property/properties to a high standard
- Help tackle climate change by improving the energy efficiency of my property/properties

### Gold Standard Charter Plus

*(optional Criteria)*

- I have signed up to Southwark Council's Finder's Fee scheme to let my property(ies) to prospective tenants identified by the council  
YES/NO (circle as appropriate)

Landlord(s)/Agent Signature:.....

Date:.....

Expiry date ..... (5 Years from date of signature)

Please see the next pages for a full list of the Gold Standard Charter criteria

### Full List of Gold Standard Charter Criteria

#### As a landlord/agent in the private rented sector operating in Southwark I am/will:

1. Join a recognised landlord's association/representative group or have a housing related professional qualification (landlords) and be a member of an accreditation scheme to help keep up to date with the law and best practice on housing.
2. Have landlords insurance for the building and fixtures, making clear the tenants' need to insure their contents.
3. Advertise my property honestly and in accordance with the law.
4. Place all tenants' deposits in a government-backed tenancy deposit scheme (TDP).
5. Publish any fire risk assessments for my properties online.
6. Accept tenants who are in receipt of Housing Benefits or Universal Credit

#### For my tenants and their tenancies I will:

7. Provide tenants with a clear written tenancy agreement.
8. Agree meter readings for them to use when the bills are transferred to them.
9. Provide a clear written description of which party is responsible for paying; council tax, utility bills, phone, broadband, satellite TV or other media services and any other regular charges known to affect the letting.
10. Provide information on where the meters are and the location of gas and water valves for emergency purposes as well as details of emergency contacts.
11. Give tenants a pack that includes the following: a copy of the How to Rent: the checklist for renting in England (available from <https://www.gov.uk/government/publications/how-to-rent>), a schedule of conditions and/or inventory appropriate to the property concerned signed by both parties and including photos, information on local and council services available to the tenant, where to get mediation and tenancy advice, contacts and information regarding the council's Private Renter's Union and information on how to arrange for bulk waste removal.
12. Ensure that tenancy agreements give clear and full information about the responsibilities of both the landlord and the tenant, and of any restrictions.
13. Provide security of tenure by: giving the tenant the choice of a fixed term tenancy of up to five years for security, or a 'periodic tenancy' for flexibility after the initial six or twelve months of the tenancy has ended successfully.
14. Protect tenants against harassment or illegal eviction and not evict tenants without an acceptable reason. For example: *For portfolio landlords:* Tenant's poor conduct, tenant is not occupying the property, tenant has breached the tenancy agreement, rent is in arrears or often late, tenant has a relevant criminal conviction, tenant displays relevant anti-social behaviour, landlord needs to sell or completely refurbish the property, property is to be sold by the lender, where there has been a change in the tenant's status e.g. tenant is no longer an employee of landlord or is no longer a student & property is purpose-built student accommodation, the tenancy cannot legally continue or the landlord has been issued with an over-crowding notice. *For single property landlords (all of the above and the following):* A landlord or family member needs the accommodation for their own use and there are no alternatives (i.e. for financial reasons).

15. Agree to enter into council supported mediation before taking action to terminate tenancies where there are issues with the tenant's behaviour.
16. Increase the notice given for a tenant to leave the property by one month for each year the tenant has lived in the property, up to a maximum of six months.
17. Keep rents and additional costs to a reasonable level by: committing to charging rents which are as reasonable as their financial situation allows (being aware of the effect high rents have on tenants' lives), not using Letting Agents who charge fees to tenants and will not charge any fees to tenants either, ensuring that rent will not be increased more than once every two years, giving three months' notice of any increase in rent, not charging tenants for the renewal of tenancy agreements.
18. Provide the tenant with the chance to carry out a joint inventory inspection at the start and end of the tenancy.

My properties will:

19. Provide a Decent Home (using the Decent Home Standard as a guide) that is: free from Health & Safety Hazards (i.e. Category 1 hazards or significant category 2 hazards under the Housing Health and Safety Rating System, in a good state of repair, has reasonably modern facilities and services, Provided with a reasonable degree of thermal comfort and have an Energy Performance Certificate of D or above
20. Have a planned programme to improve the energy efficiency of the building to achieve an Energy Performance Certificate of B or C, as far as reasonably practicable.
21. Have a planned programme for maintenance and improvements, carried out as far as possible at times which are convenient for the tenant.
22. Have a gas service and repair contract (when there are gas appliances in the property)
23. Have outdoor spaces (where appropriate) that are clean and safe with adequate fencing and paved areas.
24. Have draft proofing to all external doors and windows where necessary.
25. Will be thoroughly cleaned at the beginning of any tenancy, including carpets and flooring, bathrooms and kitchens, and any furnishings and appliances included in the letting.
26. Have walls, floors, ceilings and fixtures which are in a good state of repair, clean and in reasonable decorative order.
27. Have any repairs carried out promptly: emergency repairs - defined as affecting health or safety, e.g. major electrical fault, blocked WC. repair carried out within 24 hours, urgent repairs - defined as affecting material comfort, e.g. Hot water, heating, fridge failure, serious roof leak. Repairs carried out within 5 working days, non-urgent repairs - anything that does not fall into the two former categories that do not affect health and safety or material comfort. Repairs carried out in 20 working days.
28. Landlord's Gold Standard Charter Plus (optional criteria) - I have signed up to the council's Finder's Fee scheme to assist people in housing need in partnership with Southwark's Housing Solutions Department (see website for more details on the schemes at <https://www.southwark.gov.uk/home-owners-services/private-home-owners-and-landlords/earn-money-from-your-property>)