

# The Gold Standard

## Draft Standard and Award Scheme

### Introduction

1. To be eligible to be considered as a Gold or Silver Standard property the landlord must meet all of the legal requirements for private sector landlords AND additional requirements listed below.

### The Standard Itself

2. There are three elements to the standard: the landlord themselves; the standard of the property itself and the tenancies they offer. Landlords will need to comply with all of the items in the Silver Standard column below to achieve the Silver standard and comply with items in both columns to achieve the Gold Standard.

Silver Standard	Gold Standard
<b>The Property</b> <ol style="list-style-type: none"> <li>1. Thoroughly and deeply cleaned at the beginning of any tenancy, including carpets and flooring, bathrooms and kitchens</li> <li>2. All furnishings to be deep cleaned before each new tenancy in furnished properties</li> <li>3. Provide white goods - Appliances provided in a good state of repair and clean.</li> <li>4. Wall, floor, ceilings and fixtures in a good state of repair, clean and in reasonable decorative order</li> <li>5. Fire Safety Risk Assessments carried out</li> <li>6. Have a carbon monoxide detector in each room where there is a gas appliance or solid fuel appliance</li> <li>7. Have an Energy Performance Certificate of D and above (requirement is E)</li> <li>8. Have a gas service and repair contract (when there are gas appliances in the property)</li> </ol>	<b>The Property</b> <ol style="list-style-type: none"> <li>1. Outdoor spaces to be clean and safe with adequate fencing and paved areas.</li> <li>2. Double glazed windows.</li> <li>3. Draft proofing to external doors</li> <li>4. Fixed central heating system</li> <li>5. Fixed TV Ariel point</li> <li>6. Working landline phone and access to the internet for an initial period of time from the 'move in' date.</li> <li>7. Appliances provided are not more than 8 years old.</li> <li>8. New toilet seat to be fitted at the start of each tenancy</li> <li>9. Gas and electricity supplies to be live at start of tenancy (landlord to notify service suppliers of the new tenants)</li> <li>10. Walls, and where necessary ceilings, to be freshly painted at the start of a new tenancy</li> </ol>

9. Kitchens no more than 20 years old and include adequate cooking, food storage and preparation surfaces adequate for the number of users.
10. Bathrooms must be no more than 20 years old and in good repair and easy to keep clean with no porous or damaged surfaces and adequate splash-backs
11. Have adequate security measures installed i.e. sound and secure windows, frames and glazing with locks. External doors must be sound and secure with adequate locks to comply with BS 3621
12. Walkthrough before moving in date showing the tenant:
  - a. where the meters are
  - b. location of gas and water valves for emergency purposes and details of emergency contacts

11. Copies of the latest fire risk assessment available either online, on the landlords or agents website, or given to the tenants directly
12. Walkthrough before moving in date with tenant to:
  - a. Agree meter readings for them to use when the bills are transferred to them.
  - b. Advise of any local parking restrictions
  - c. Show them where local amenities are

### The Tenancy

1. Offer continuous occupation of up to 3 years to tenants. Agreed period of occupation with any tenant must be in writing and include any dates on which the rent may be reviewed confirming that any rent increases will be no more than the Retail Price Index or Consumer Price Index at that time. Tenancies can be AST's or periodic with break clauses at agreed intervals.
2. A written rental agreement: this must always be provided before the resident occupies the property and will include the following:
  - a. The rent and key terms.
  - b. Frequency of payment.
  - c. The period of tenancy
  - d. Information regarding the deposit and how the deposit is protected.
  - e. A clear 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.
  - f. The period of notice required and how the letting will be terminated.
3. Reasonable notice of access: except in case of an emergency, landlords should give the tenant at least 24 hours notice, in writing or by the residents preferred means and stating reasons when access to the property is required by the landlord, contractor or agent.

### The Tenancy

1. Agreement for the tenant to redecorate without seeking permission (can put clauses in the agreement with restrictions i.e. not painting rooms black)
2. Agreement for tenant to hang pictures and add shelving without prior consent (can add clauses with restrictions so that it does only allow shelving or pictures and not more extensive DIY projects)
3. Agreement for the tenant to use own furnishings in a furnished property
4. Agreements for tenants to utilize any outdoor spaces and plant existing borders with plants and vegetables without seeking permission.
5. Allow tenants to use storage areas such as attics, lofts, cellars and sheds where safe to do so.
6. Have a 'pets considered' clause. Where you can allow a tenant to have a pet on a case by case basis but stipulate and advertise as accepting certain pets with conditions.
7. Offer continuous occupation of up to 7 years to tenants. Agreed period of occupation with any tenant must be in writing and include any dates on which the rent may be reviewed confirming that any rent increases will be no more than the Retail Price Index or Consumer Price Index at that time. Tenancies can be AST's or periodic with break clauses at agreed intervals.
8. Agreement to not use Section 21 (no reason eviction proceedings) but only seek eviction for breach of tenancy contract
9. Agreement to enter into council supported mediation before taking action to terminate tenancy where there are issues with the tenant's behaviour

4. A tenants pack that includes the following:
  - a. A copy of the How to rent: the checklist for renting in England (available from <https://www.gov.uk/government/publications/how-to-rent>)
  - b. A schedule of conditions and/or inventory appropriate to the property concerned signed by both parties
5. Information on council services available to the tenant. This would include:
  - a. information on how to report a landlord to the council for non-compliance with basic or gold standard requirements,
  - b. mediation and tenancy advice
  - c. contacts and advice on the council's private renter's union
  - d. timetables for waste collections from the property.
  - e. bulk waste vouchers and how to arrange for bulk waste removal
6. Contact details for the landlord/agent/manager given to tenants with a written procedure for reporting disrepairs with timescales for responses from the agent/landlord depending on severity of the problem (i.e. urgent issues such as leaks or items that could be considered to be dangerous, to be dealt with within 24 hours or 3 working days depending on the severity of the problem. These include the failure of core facilities in the property heating, hot water, windows and doors, electrical problems are examples. Other issues should be dealt with within 30 days).
10. A schedule of conditions and/or inventory appropriate to the property which includes photos signed by both parties
11. Provide references for tenants wishing to terminate, or not renew, their tenancy

#### The Landlord

1. A member of a landlords association (or have a housing related professional qualification)
2. Accredited and have a NALS accredited letting and managing agent (where necessary)
3. In possession of a landlords insurance

#### The Landlord

1. Willing to accept tenants in receipt of benefits (with fast track access to the benefits team if there are issues with payments etc.)
2. Accept tenants referred by the council with current homelessness status

#### The Gold Standard Award Scheme

Awards would be given to landlords, the tenancies they offer and/or the individual properties

4. There will be a dedicated page on the Southwark website where tenants can see if their landlord or property has an award, download the checklists (as mentioned above) and nominate their landlord/property/tenancy to receive an award.

### Help to move towards the Gold Standard

3. The Council can help landlords achieve Gold Standard status by offering the following (if they have already achieved the other requirements in the standard):
  - a) Discounted service and repair contracts for their gas boiler and/or electrical appliances (possibility of SBS offering this service).

### Benefits to achieving the Gold or Silver Standard

4. These are examples of the benefits that could be offered to encourage landlords to achieve the Gold Standard and reward the landlords that already provide a higher standard of service within the PRS. It also summarises the benefits to tenants renting from Gold and Silver landlords. These benefits will be subject to the consultation.

Silver Standard	Gold Standard
<p>Benefits to the tenant</p> <ol style="list-style-type: none"> <li>1. Guaranteed a pack from the landlord including all relevant documents and information on council and local services, where to go for help and advice</li> <li>2. Limited number of bulk waste vouchers for free bulk waste collections.</li> <li>3. Discount vouchers from local businesses.</li> <li>4. A safe clean secure home with a responsible landlord.</li> <li>5. A single point of contact in Housing Enforcement team regarding concerns about their property or landlord.</li> <li>6. Freedom from fuel poverty</li> </ol>	<p>Benefits to the tenant</p> <ol style="list-style-type: none"> <li>1. Guaranteed a clean and freshly decorated property</li> <li>2. Guaranteed decent white goods</li> <li>3. Immediate availability of services including internet access and have their TV working from move in date</li> <li>4. A property that allows the tenants to live a normal life from the moment they move in and not have to wait for services or decoration etc. after they have started paying rent.</li> <li>5. Mediation supported by the council to help resolve issues between the landlords and tenant to help prevent eviction</li> <li>6. Tenants don't have to give up their much loved pets just to have a roof over their own heads.</li> </ol>
<p>Benefits to the landlord</p> <ol style="list-style-type: none"> <li>1. A 40% discount on future licensing fees.</li> <li>2. Limited number of bulk waste vouchers for free bulk waste collections.</li> <li>3. A Silver Standard pack to give to their tenants, which they should add their documents to.</li> <li>4. Rental income for at least 3 years saving on costs of cleaning and advertising the property for rent and periods of no rental income.</li> <li>5. Discounted service and repair contracts for their gas boiler and/or electrical appliances</li> </ol>	<p>Benefits to the landlord</p> <ol style="list-style-type: none"> <li>1. A 60% discount on future licensing fees.</li> <li>2. Limited number of bulk waste vouchers for free bulk waste collections.</li> <li>3. A Gold Standard pack to give to their tenants, which they should add their documents to.</li> <li>4. A place on a forum for consultation on future PRS policy and invitations to our landlords' events (which count towards their CPD hours for accreditation).</li> </ol>

5. Access to tenancy/legal advice from the council if they are having issues with a tenant
6. Fast track help for housing benefit or licensing issues.
7. Rental income for at least 7 years saving on costs of cleaning and advertising the property for rent and periods of no rental income.
8. Discounted service and repair contracts for their gas boiler and/or electrical appliances
9. Discounts on Landlords insurance
10. Mediation supported by the council to help resolve issues between the landlords and tenant to help landlords avoid costly court proceedings for eviction.

## Notes

### HMO definition

The legal definition of a House in Multiple Occupation (HMO) is extensive, but a brief definition is a dwelling that's occupied by three or more people in two or more households (families), who share at least one basic amenity (kitchen, bathroom or toilet).

Some buildings converted into self contained flats can also be HMO's if they were converted without complying with the 1991 Building Regulations. This is defined in section 257 of the Housing Act 2004.