Code of Standards

Building futures, opening doors
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Section 1. Scheme Overview

The Cheshire Landlord Accreditation Scheme is a voluntary scheme that has been set up to help differentiate the good landlords from the rogue landlords. To gain accreditation status, the landlord/letting agent must meet the standards detailed within this document. Once accredited the landlords/letting agents accreditation status would last for five years and would need to be renewed thereafter.

Section 2. Housing Management Standards

The following housing management standards must be met in order to become an accredited landlord/letting agent. Where a landlord/letting agent doesn’t currently meet all of the requirements, the landlord/letting agent can still apply to become part of the Cheshire Landlord Accreditation Scheme however, this will be conditional that the landlord/letting agent agrees to implement a Management Improvement Plan.

2.1 Continuing professional development

To assist with a landlords/letting agents continuing professional development, the Council will deliver an annual training and development programme which the landlord/letting agent can participate in. In addition to the above programme, a Landlord Forum will be held at least once a year which will provide the landlord/letting agent with the opportunity to keep up to date with the latest news affecting the sector such as: changes to legislation. A Continuing Professional Development Record Form – Appendix 1 is available at the appendix.

2.2 Advertising

In terms of advertising a property, the landlord/letting agent must ensure that they accurately report their property details, and allow prospective tenants the opportunity to view the property with due regard to the right of existing tenants (where applicable).

2.3 Deposits

The landlord/letting agent is required to be a member of a Statutory Tenancy Deposit Protection Scheme and must abide by all statutory requirements pertaining to the same to include: informing the tenant where the deposit is held within 28 days from receipt of the tenant’s deposit.

2.4 Receipts

When a tenant pays their rent using cash, the landlord/letting agent must provide the tenant with an official receipt.
2.5 Fees

The landlord/letting agent must inform any prospective tenant of any fees that may be charged for arranging a letting agreement. These fees must be proportionate to the actual cost involved in carrying out the specified duty in which the fee relates.

2.6 Utility and Service Charges

The landlord/letting agent must inform the tenant who is responsible for the payment of all utility charges (and the pricing structure per unit should it differ from that charged by the supplier) and Council Tax and state the responsibility in the tenancy agreement. Where service charges are levied by the landlord/letting agent, these must be detailed in the tenancy agreement and be based on actual costs relating to the services being delivered.

2.7 Pre-tenancy check

At the commencement of the tenancy, the landlord/letting agent must carry out a pre-tenancy check and ensure that all obligations in regard to repairs and property maintenance or improvement have been fully discharged or will be carried out by a date agreed with the tenant(s). Any pre-tenancy repairs or intentions on the part of the landlord/letting agent to undertake improvement should be confirmed in writing.

2.8 Inventories

A full written inventory detailing everything the deposit covers and indicating the condition of the items where necessary, must be carried out by the landlord/letting agent. The inventory must be signed by both the landlord/letting agent and the tenant once both parties have had the opportunity to check its correctness.

2.9 Maintenance & Emergency Repair and Information

In terms of maintenance and emergency repairs, the landlord/letting agent must:

- Provide the tenant with details of how to turn off the water supply, gas and electricity services,
- Provide details of an emergency contact as part of the tenancy agreement and ensure that the procedure works in practice
- Demonstrate to the tenant how to use the heating and associated programmer
- Provide details of the relevant utility companies and ensure that the tenant(s) knows how to get the services transferred or re-connected where necessary.
- Ensure the tenant is aware of how to report any repairs and the contact number for doing so.
Repairs should ideally be categorised using a priority system, an example of a repairs priority system is detailed as follows:

- **Emergency Repairs**: Any disrepair that poses a risk to the health and safety of the tenants or serious damage to the property or tenant’s belongings for example: no electrics, no heating, no hot water, breach of security. To be actioned within 24 hours of defect being reported.

- **Urgent Repairs**: Any disrepair that materially affects the comfort or convenience of the tenant for example: heating faults, electrical faults, cracked sanitary ware. These repairs would aim to be completed within 5 working days of the defect being reported.

- **Non Urgent day to day repairs**: Reactive repairs not falling within the above categories for example: dripping tap, refit kitchen cupboard door. These repairs would aim to be completed within 28 days of the defect being reported.

### 2.10 Tenancy Agreements

The tenant(s) must be provided with a suitable written tenancy agreement (or rent book if weekly tenancy) that is written in plain English and uses a minimum 12 font size. The tenancy agreement must also state the name, telephone number and current registered address of the landlord/agent.

The tenancy agreement should also detail the following:

- Both the tenants and landlords responsibilities and state how the property is to be used
- State the landlords/letting agents repairing responsibilities and the priority and completion timescale relating to the same
- Include the tenant’s name(s) and address(es)
- Provide details of the Tenancy Deposit Scheme and what the deposit covers
- Clearly detail what rates, taxes, services and other charges are included in the rent and which are not and how they are calculated. The landlord/letting agent(s) responsibilities for maintaining these services should also be detailed
- Include clear written instructions for the payment of rent, including the amount and dates or methods of payment
- Include clauses which make nuisance and anti-social behaviour unacceptable under the tenancy
- Clearly state the grounds for termination of the tenancy and the possession procedure, which will ensue if the terms of the tenancy contract are not complied with.

In addition to the above, the landlord/letting agent should ensure that the tenancy agreement doesn’t:

- Contain clauses that conflict with the tenant’s legal rights.
A Tenancy Sign Up Checklist Form – Appendix 2 is available at the appendix for landlords/letting agents to use if they wish.

2.11 Right to Rent

That in line with Section 22 of the Immigration Act 2014, the landlord/letting agent will carry out all necessary checks on their tenant and ensure that the tenant has the Right to Rent.

2.12 Housing Benefits

- Landlords/letting agents who assist tenants in completing application forms should sign the appropriate part to indicate that they have completed the form on the tenant’s behalf.
- To assist the speed of processing, the landlord/letting agent should, where possible, ensure that the tenant has evidence of all income and identification to accompany the claim.
- If Housing Benefit is paid directly to the landlord/letting agent and there is an overpayment, it should be repaid to the Housing Benefit Section once the landlord has been notified of the amount due, subject to the landlord’s/letting agent’s right of appeal.
- Where Housing Benefits are paid, provide a quarterly statement to inform tenants of their outstanding contribution.
- Landlords/letting agents should advise their tenants to keep the Housing Benefit Section up to date with any changes in their circumstances. Any landlord/letting agent who is aware of a change in circumstances of their tenant must also inform the Housing Benefits Section immediately.
- Landlords/letting agents should encourage tenants to return their review form and be available for any notified visits.
- Landlords/letting agents should promptly advise Housing Benefits when a tenant vacates a property.

2.13 Disputes and complaints of Anti-Social Behaviour

Where disputes arise between the landlord/letting agent and the tenant, the landlord/letting agent must make a written response to correspondence from tenants or their representative within 3 weeks. The landlord/letting agent will ensure that all settlements and agreements are honoured within 3 weeks of a settlement being agreed and maintain courteous professional relations with tenants during any dispute.

The landlord/letting agent will provide contact details to immediate neighbours and agree to respond to complaints in connection with neighbour nuisance or anti-social behaviour of their tenants.

On the receipt of a complaint a Landlord/Letting agent agrees within one week to:
• Visit and make contact with the tenant to discuss the nature of the complaint
• Write to the tenant following any initial contact detailing what was discussed and agreed
• To respect the anonymity of the complainant if this is requested
• Co-operate fully with any appropriate agencies if the complaint is not resolved in the first week and take action within agreed timescales
• Where it is agreed that there is sound evidence of a persistent breach of tenancy conditions, the landlord/letting agent will serve a notice to terminate the tenancy. The enforcement of this notice will depend upon the subsequent behaviour of the tenant in response to the notice.

2.14 Business Conduct

In terms of running their business, the landlord/letting agent will:

• Not demand money unreasonably
• Behave in a professional, courteous and fair manner towards their tenants and any prospective tenants
• Ensure adequate insurance is in place for property and landlord’s furnishings
• Give a minimum of 24 hours’ notice of entry before inspecting a property with the tenants consent, except in the case of an emergency
• Adopt the correct procedure for tenancy termination and refrain from any act of harassment or illegal eviction
• Ensure that in the provision and letting of housing or associated services and in the letting contract, 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.

2.15 Fit and Proper Person

The landlord/letting agent and any other person with an interest in the property(ies), must not have been convicted of harassment, violence, drug offences, illegal eviction or fraud; or have failed to comply with Statutory Notices served by the Council in relation to their properties; or the landlord/letting agent owes debts to the Council.

Section 3. Property Standards

3.1 Hazard free

The property will be in a reasonable state of repair with no major building components such as: the roof, external walls, chimneys and heating systems, being in need of replacement or major repair because of their condition.

• The property must be free from Category 1 hazards and high scoring Category 2 hazards as per the Housing Health and Safety Rating
System (HHSRS). Please see Housing Health and Safety Rating System - Appendix 3 for more information.

3.2 Houses in Multiple Occupation (HMO)

If the landlord/letting agent lets a property which can be described as one of the following, it is a House of Multiple Occupation:

- An entire house or flat which is let to three or more tenants who form two or more households and who share a kitchen, bathroom or toilet
- A house which has been converted entirely into bedsits or other non-self-contained accommodation and which is let to three or more tenants who form two or more households and who share a kitchen, bathroom or toilet facilities
- A converted house which contains one or more flats which are not wholly self-contained (i.e. the flat does not contain within it a kitchen, bathroom or toilet) and which is occupied by three or more tenants who form two or more households
- A building which is converted entirely into self-contained flats and doesn’t meet the standards of the 1991 Building Regulations and more than one-third of the flats are let on short-term tenancies
- In order to be a HMO, the property must be used as the tenants’ only or main residence and it should be used solely or mainly to house tenants. Properties let to students and migrant workers will be treated as their only or main residence and the same will apply to properties which are used as domestic refuges.

HMOs are also subject to additional legislation regarding the level of amenities - kitchens, bathrooms and wash hand basins – appropriate in number and location for the number of occupants, means of escape in case of fire, and specific management arrangements.

3.3 Gas appliances and supply

All gas appliances, and alterations and repairs to gas installations shall comply with current Gas Safety (Installation and Use) Regulations 1998, where relevant to landlords/letting agents.

- All gas appliances must be checked, and serviced annually by a Gas Safe registered engineer
- A copy of the Gas Safe gas safety certificate shall be included as part of a landlords/letting agents application for accreditation. A copy of the certificate must also be provided to the tenant, or put on display in the dwelling, within 28 days of the test taking place or at the commencement of a new tenancy
- Any records of appliances tested, including dates, defects and action taken, must be kept for inspection purposes.
3.4 Fire & carbon monoxide detection

All properties must comply with the Smoke and Carbon Monoxide Alarm Regulations 2015 as follows:

- Properties are to be fitted with a functional form of fire detection incorporating an audible alarm. A minimum of long life battery wireless smoke detector is fitted and ideally a mains wired operated smoke detector, suitably sited, on each level of the property.
- Carbon monoxide detectors are to be fitted in those rooms used as living accommodation and where a solid fuel heater or gas appliance is fitted.
- Detectors and their installation must comply with the appropriate British Standards and be serviced on a regular basis. For tenancies starting on or after 1st October 2015, evidence should be provided that detectors were functional at the tenancy start date.
- All exit routes in a property including hallways, landings and staircases, so far as they are under the control of the landlord, must remain free of obstruction to enable safe evacuation in a fire.

Fire safety in Houses of Multiple Occupation (HMO)

For HMOs, properties are generally risk assessed individually in accordance with the Housing Act 2004 and the National Fire Safety Guide. The levels of fire protection required within a property will be dependent on the size of the property, the layout, and the number and type of occupants.

- Fire safety risk assessments must be carried out for all licensable properties in multiple occupation and appropriate precautions put into place and records kept for at least two years.

It is also important to adhere to the following:

- The property should be fitted with a mains wired interlinked automatic fire detection system appropriate for the size of the property and number and type of occupants.
- The property should be fitted with an emergency lighting system (where deemed applicable).
- Suitable fire doors with self-closing mechanisms should be fitted (where applicable).
- Non-key operated dead locks to final exit door locks and other doors opening onto the means of escape (where applicable).
- Fire extinguishers/fire blanket (where deemed applicable).
- Fire action notices.

Further advice around HMOs can be sought by contacting the appropriate Council.
3.5 Electrical installation and appliances

The landlord/letting agent shall certify the safety of the electrical wiring of the dwelling and all electrical installations within the property by obtaining an Electrical Installation Condition Report from a competent electrician – NICEIC or other recognised body.

- The periodic inspection report must be carried out every five years and a copy made available to the Council when applying for membership, a copy should also be made available for tenants to see should they make a request.
- Portable electrical appliances provided by the landlord/letting agent, such as fridges, microwave ovens, tumble dryers, shall be kept in functional and safe working order.
- Portable Appliance Testing – PAT – ensures that electrical appliances are safe and function effectively. Therefore, it is recommended that portable appliance testing be carried out on Class 1 earthed equipment, for example irons and kettles, at intervals of not more than two years, by a competent electrician. PAT applicable appliances must also be regularly inspected for wear and tear and any defects remedied or replaced as necessary, and records kept for at least two years.

3.6 Garden, garage and shed

Gardens, garages/sheds, yards and boundaries shall be regularly maintained and kept clear of rubbish. The Landlord/letting agent shall comply with this responsibility either through enforcement of tenancy conditions or by the employment of a contractor for routine gardening matters.

3.7 Facilities and space standards

- Landlords/letting agents shall not allow properties to be knowingly overcrowded.
- The facilities and space standards for kitchens, bathrooms and other habitable rooms shall meet the required national and appropriate local standards.
- The kitchen should be modern, in good condition and be generally 20 years old or less. The bathroom should be modern, in good condition and be generally 30 years old or less.

3.8 Heating

Heating should be controllable by the occupants, and safely and properly installed and maintained.

- The heating should be appropriate to the property design, layout and construction, such that the whole of the dwelling can be adequately and efficiently heated.
• Open or gas fires will not be allowed in rooms used for sleeping purposes, and portable bottled gas, oil fired, paraffin, liquefied petroleum gas appliances or portable electric fires will not be permitted as a means of heating.
• In a House of Multiple Occupation (HMO), provision for space heating may be centrally controlled. Such systems should be operated to ensure that occupants are not exposed to cold indoor temperatures and should be provided with controls to allow the occupants to regulate the temperature within their dwelling.
• Where gas or oil central heating is fitted, appliances must have a suitable programmer to give effective hot water and heating control, by providing at least two timed ‘on and off’ periods a day, with a manual override. Programmers shall be conveniently sited and temperature control in rooms will usually be via thermostatic radiator valves and/or a room thermostat.

3.9 Energy efficiency

All dwellings will be provided with a reasonable level of energy efficiency.

• Each property (with the exception of HMOs) must have a suitable Energy Performance Certificate (EPC) demonstrating a minimum rating of E.
• Where accessible, roof voids are to be insulated to a depth of 270mm thick mineral wool.
• Existing eaves ventilation must not be restricted under any circumstances.
• Any refurbishment scheme should incorporate, where practical, energy efficiency improvements.

3.10 Furniture safety

Where the landlord/letting agent is to let a property furnished, the following items of furniture must comply with the Furniture and Furnishing Fire Safety Regulations 1988: beds, mattresses and headboards, sofa beds, futons, sofas, cushions, pillows and other soft furnishings.

All new furniture (apart from beds and mattresses) and loose or stretch covers must carry a permanently attached label showing that the item complies with the above regulations. Details of these standards can be obtained from the appropriate Councils Trading Standards Department.

3.11 Security

• External doors and frames must be secure, of robust construction and fitted with a safe locking system which meets the strength requirements of BS 3621-1998, and there should be secure window locks where appropriate.
• Accessible ground floor windows must be of sound construction and resistant to unauthorised entry.
• Where thumb turn locks are fitted to doors, any glazed area in the door or next to the door should be fitted with laminated security glass at least 6.4mm thick.
• Any security grilles installed must be used responsibly and take into account: fire safety requirements, appearance and be fit for purpose.
• Any measures recommended by the local Police Authority and crime prevention initiatives, should be considered and implemented, where appropriate.

3.12 Hygiene, waste and sanitation

• The property shall be in a habitable and clean condition before the commencement of each letting.
• Each kitchen within the property shall contain hygienic facilities for the storage, preparation and cooking of food, capable of being easily cleaned and maintained by the tenant.
• All toilets, baths, showers and wash hand basins shall be hygienic and be supplied with constant hot and cold water supplies where appropriate.
• Suitable refuse disposal facilities shall be provided that is appropriate for the number of occupants.
• The landlord/letting agent must inform their tenant(s) of the need for proper refuse collection, and take appropriate steps to enforce all tenancy agreement clauses that relate to the correct disposal of refuse.
• When properties are vacated at the end of the tenancy, immediate steps shall be taken to leave the premises, yard and gardens free from accumulations of refuse in a safe, secure and hygienic condition.
• Throughout each period of letting, the property shall be kept in a clean and tidy condition both internally and externally, and be free from any vermin.

3.13 Internal decoration

Floor coverings shall be in good repair, that is, not worn or stained. Walls and ceilings shall be in good condition, painted or wallpapered in neutral colours, and it is expected that rooms shall be repainted/redecorated between tenancies. Decoration will be considered and will be accepted at the discretion of the inspecting officer.

3.14 Property appearance and repair

Redecoration shall be carried out as frequently as is necessary to prevent the visual appearance of the property adversely affecting the neighbourhood. It is recommended that the landlord provides curtains to all front windows and to any others to the side or rear if they are readily visible from any public highway/footpath.
For more information about the Cheshire Landlord Accreditation Scheme, please contact:

**Cheshire East Council**

Contact: Enhanced Housing Team  
Telephone: 0300 123 5017  
Email: enhanced.housing.options@cheshireeast.gov.uk

**Cheshire West and Chester Council**

Contact: Housing Standards Team  
Telephone: 0300 123 70 38  
Email: housingstandards@cheshirewestandchester.gov.uk

**Warrington Borough Council**

Contact: Private Sector Housing Team  
Telephone: 01925 248483 or 01925 248487  
Email: privatesector@warrington.gov.uk
Appendix

Continuing Professional Development (C.P.D.) Record Form – Appendix 1.

<table>
<thead>
<tr>
<th>Date</th>
<th>Number of Hours</th>
<th>How C.P.D. attained (e.g. Training Session)</th>
<th>Proof of C.P.D. (e.g. certificate, self-certificate)</th>
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<td>A tenancy agreement that sets out the tenant’s rights and responsibilities as well as your responsibilities as a landlord or letting agent</td>
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<td>Your name, address and contact number</td>
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<td>An emergency contact number</td>
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<td>Copies of any valid gas safety certificates, electrical certificates, any periodic inspection reports such as: any portable appliance test and fire safety installation certificates – where applicable</td>
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<td>An Energy Performance Certificate (except HMOs)</td>
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<td>A full inventory of the property</td>
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<td>Your Complaints procedure</td>
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<td>Details for reporting repairs</td>
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<td>Clear statement of rent due to be paid during the contract, including the dates, amounts and method of payment</td>
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<td>Details of the Tenancy Deposit Protection Scheme that your landlord/letting agent has used to save your deposit</td>
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<td>Details of who is responsible for the payment of utilities</td>
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<td>Clear guidance for the safe use of heating/hot water systems</td>
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<td>Instructions on the safe use of any electrical appliances</td>
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<td>Instructions on the safe use of any burglar alarm system, where fitted</td>
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<td>Clear guidance and appropriate training on fire safety</td>
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<td>Any insurance cover that is the tenants’ responsibility</td>
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<td>Details of refuse collection times/locations and recycling initiatives</td>
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<td>How to Rent guide</td>
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<td>Cheshire Landlord Accreditation Scheme – Information for Tenants</td>
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<td>Any other information</td>
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### Housing Health and Safety Rating System - Appendix 3

**Housing Act 2004 – Housing Health Safety Rating System Hazard Profiles**

#### A - Physiological Requirements

| Hygrothermal Conditions | Damp and mould growth  
|-------------------------|----------------------
|                         | Excess cold          
|                         | Excess heat          

| Pollutants (non-microbial) | Asbestos  
|---------------------------|---------
|                           | Biocides  
|                           | Carbon monoxide and fuel combustion products  
|                           | Lead  
|                           | Radiation  
|                           | Uncombusted fuel gas  
|                           | Volatile organic compounds  

#### B - Psychological Requirements

|                                | Overcrowding and lack of adequate space  
|-------------------------------|-----------------------------------------
|                                | Lack of security  
|                                | Poor lighting  
|                                | Noise  

#### C – Protection against infection

|                                | Domestic hygiene, Pests and Refuse  
|-------------------------------|--------------------------------------
|                                | Food Safety  
|                                | Personal hygiene, sanitation and drainage  
|                                | Water supply  

#### D – Protection against accidents

|                                | Falling – on the level, between the levels, on stairs, associated with baths etc  
|-------------------------------|-----------------------------------------
|                                | Electrical hazards  
|                                | Fire  
|                                | Flames, Hot surfaces etc  
|                                | Collision and entrapment  
|                                | Explosions  
|                                | Position and operability of amenities etc  
|                                | Structural collapse and falling elements  

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List of Convictions, Cautions, Reprimands or Warnings

Category 1 Offences

A conviction for these offences will usually result in the accreditation application being rejected.

- Offences of dishonesty
- Benefit fraud (offences under ss111A and 112 of the Social Security Administration Act 1992)
- Forgery
- Burglary
- Conspiracy to defraud
- Obtaining money or property by deception
- Offences of violence
- Murder
- Manslaughter
- Arson
- Malicious harm (s20 Offences against the Person Act 1861)
- Possession of a firearm
- Possession of an offensive weapon
- Actual bodily harm (s47 Offences Against the Person Act 1861)
- Grievous bodily harm (s18 Offences Against the Person Act 1861)
- Robbery
- Riot
- Affray
- Any racially aggravated offence (Crime and Disorder Act 1988)
- Offences relating to drugs
- Supply of drugs
- Sexual and indecency offences
- Rape
- Soliciting
- Indecent assault
- Indecent exposure
- Any other offence under Schedule 3 of the Sexual offences act 2003
- Housing Act Offences
- Protection from Harassment Act 1997
- Protection from Eviction Act 1997
- Any conviction for failure to comply with the licensing regime as set out in the Housing Act 2004 (s95)
- Provision of false or misleading information (s238 of Housing Act 2004)
- Obstruction (s241 of the Housing Act 2004)
- Failure to comply with a licence condition (s95 of the Housing Act 2004)
- Failure to hold a relevant licence (s72 of the Housing Act 2004)
• Breach of improvement notices and prohibition orders (s35.6 s32.2b of the Housing Act 2004)

Category 2 offences

A conviction for these offences will be viewed seriously and, following further investigation, could result in the accreditation application being rejected:

• Offences of dishonesty
• Handling or receiving stolen goods
• Theft
• Offences of violence
• Violent disorder
• Police assault
• A caution, reprimand or warning for any Category 1 offences will be classed as a Category 2 offence.

Category 3 offences

A conviction, caution, reprimand or warning for these offences may also be taken into account and further information will be requested in order to determine the relevance of these offences. If deemed to be relevant or sufficiently severe, these offences could result in the accreditation application being rejected:

• Offences of violence
• Common assault
• Criminal damage
• Obstruction 11

All other offences relating to dishonesty, drugs, sexual and indecency, Housing and Landlord and Tenant. A caution, reprimand or warning for any Category 2 offences will be classed as a Category 3 offence.

Useful Web addresses

Right to rent checks


Smoke alarms and carbon monoxide alarms

http://www.hse.gov.uk/gas/domestic/co.htm

Energy Performance Certificate (EPC)
How to rent leaflet


Smoke alarms and carbon monoxide alarms

http://www.hse.gov.uk/gas/domestic/co.htm

Gas safety

https://www.gassaferegister.co.uk/

Tenancy deposit schemes

https://www.gov.uk/tenancy-deposit-protection/overview

How to rent leaflet


Repair and maintenance - The Residential Landlords Association (RLA) gives useful information on costs and savings.

http://www.rla.org.uk/landlord/safe-and-secure/

Houses of Multiple Occupancy (HMO)

https://www.gov.uk/house-in-multiple-occupation-licence
Accessing Cheshire West and Chester Council information and services

Council information is also available in Audio, Braille, Large Print or other formats. If you would like a copy in a different format, in another language or require a BSL interpreter, please email us at

**email:** equalities@cheshirewestandchester.gov.uk

**Tel:** 0300 123 8 123  **Textphone:** 18001 01606 275 757  **web:** www.cheshirewestandchester.gov.uk

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