

CONTENTS

INTRODUCTION	1
The Types of Standard	1
Guidance on the Standards	1
Changes to Legislation	2
Scottish Core Standards for Accredited Landlords	2
1. Communication with the Tenant	2
2. Equality Issues, Complaints and Disputes	2
3. Management of the Tenancy	3
4. Repairing Standard	5
5. Repairs and Maintenance	6
6. Facilities and Fittings	6
7. Heating, Insulation and Energy Efficiency	6
8. Health, Safety and Home Security Features	6
9. GDPR	7

INTRODUCTION

The Scottish Core Standards for Accredited Landlords & Letting Agents (the Standards) provide a framework for setting and monitoring the achievement of good management practice by private landlords. The Standards reflect a combination of current legislation, good practice and common sense. They are designed to be reasonable, realistic and easy to implement. Landlords who already carry out good management practices will find themselves well on their way to achieving the Standards. Accredited Letting Agents must be registered with the Scottish Government and fully compliant with the Letting Agent Code of Practice. (The Letting Agent Code of Practice (Scotland) Regulations 2016).

These standards follow the Scottish National Core Standards and Good Practice Guidance for Private Landlords developed by Communities Scotland in 2006 and subsequently endorsed by the Scottish Government following widespread consultation.

The Standards have been adopted as the framework for the accreditation of landlords by Landlord Accreditation Scotland. The standards were updated

in 2018 to reflect recent changes in legislation and apply to Assured and Short Assured tenancies and Private Residential Tenancies. Any tenancy issued on or after 1st December 2017 will be a Private Residential Tenancy. For the avoidance of doubt, these standards do not apply to resident landlords, letting to relatives or holiday lets.

THE STANDARDS

The Standards themselves are organised around nine categories:

1. Communication with the tenant;
2. Equality issues, complaints and disputes;
3. Management of the tenancy;
4. Repairing Standard;
5. Repairs and maintenance;
6. Facilities and fittings;
7. Heating, insulation and energy efficiency;
8. Health, safety and home security features; and
9. GDPR

GUIDANCE ON THE STANDARDS

Most of the Standards are straightforward; relatively short statements of good practice. Generally, they have been framed as broad statements rather than described in detail, although for some Standards, precision has been necessary and unavoidable and where applicable, the reference to the related legislation has been annotated. The Letting Agent Code of Practice (the Code) provide agents with comprehensive detail on how to comply with The Letting Agent Code of Practice (Scotland) Regulations 2016. Letting Agent accreditation requires agents to agree to the highest levels of property management and so includes additional standards over and above those stated in the Code. Where there is no specific mention of letting agent within the standard, agents should assume that the standard applies

to them as well as landlords. Where there is a reference to a letting agent only there is no requirement for a landlord to meet this standard.

CHANGES TO LEGISLATION

LAS will inform accredited landlords of new and revised legislation or guidance as it is published. Accredited landlords will be required to bring their management practices into line with legislation as part of compliance with the Standards.

SCOTTISH CORE STANDARDS FOR ACCREDITED LANDLORDS

1. Communication with the Tenant - Landlords

- 1.1. The landlord shall communicate clearly, promptly and informatively with the tenant on any matter that affects the property, its management and the tenant's safe and peaceful occupation of the accommodation.

Communication with the Tenant – Letting Agents

- 1.2. The letting agent must take all reasonable steps to ensure the letting agent registration number (LARN) is included in all relevant documents and communications in line with legal requirements under the 2014 Act.
- 1.3. The letting agent must provide landlords and tenants with contact details including a current telephone number.
- 1.4. The letting agent must make landlords and tenants aware of the Letting Agent Code of Practice and give them a copy on request which can be done electronically.
- 1.5. The Letting agent must not communicate with landlords or tenants in any way that is abusive, intimidating, or threatening.
- 1.6. The landlord or letting agent must have provided the tenant with the prescribed standard tenancy documents no later than the date on which the tenancy started.
Source: Housing (Scotland) Act 1988 as amended by Part 4 of the Private Rented Housing Scotland Act 2011). For Short Assured Tenancies
- 1.7. The landlord or letting agent must provide the tenant with a document which sets out all the terms of the tenancy on the day on which the tenancy commences, if the tenancy is a private residential tenancy on that day.
Source: Private Housing (Tenancies) (Scotland) Act 2016 Part 3 10 (1)

- 1.8. All information provided by the landlord or letting agent, including tenancy agreements, shall be written in plain English.
- 1.9. Where requested, the landlord or letting agent shall provide summary translations of written information in relevant minority languages, Braille or large print.

2. Equality Issues, Complaints and Disputes

Equality Issues

- 2.1. In letting and managing accommodation, a landlord or letting agent must ensure that no person or group of persons is treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, sex, disability or sexual orientation, age, gender reassignment, marriage or civil partnership, pregnancy or maternity.
Sources: Equalities Act 2010
- 2.2. A landlord or letting agent must not unreasonably withhold consent to tenants to adapt rented accommodation to meet the needs of disabled occupants.
Source: Housing (Scotland) Act 2006: Section 52 (3)
- 2.3. The landlord or letting agent shall not discriminate against a tenant or prospective tenant because of their entitlement to Local Housing Allowance or other Benefit and shall not advertise vacant properties in a manner that could be described as discriminatory.

Complaints - Landlords

- 2.4. At the outset of the tenancy, the landlord shall advise the tenant in writing of the way or ways that any complaints should be registered.
- 2.5. A record shall be kept by the landlord of complaints made by the tenant or a third party and the outcome of the complaint shall be recorded.

Complaints – Letting Agents

- 2.6. The letting agent must have a clear written complaints procedure that states how to complain to the business and, as a minimum, make it available on request. It must include the series of steps that a complaint may go through, with reasonable timescales linked to those set out in the letting agents agreed terms of business.
- 2.7. The procedure must also set out how complaints against contractors and third parties will be handled; the recourse to the complaints procedures of a

LAS or any other professional or membership body the letting agent belongs to; whether access to alternative dispute resolution service is provided; if the letting agent is also subject to another regulatory body (for example the Scottish Legal Complaints Commission); and that a landlord or tenant (including former landlord or tenant) may apply to the Tribunal if they remain dissatisfied once the letting agents complaints process has been exhausted, or if the complaint is not handled within a reasonable timescale through the letting agents complaints handling procedure.

- 2.8. The letting agent must not charge for handling a complaint.
- 2.9. The letting agent must retain (in electronic or paper form) all correspondence about a landlord's or tenant's complaint for five years as the Housing and Property Chamber First-tier Tribunal may need this information.
- 2.10. The letting agent must comply with any Tribunal request to provide information about an application made to it from a landlord or tenant.

Disputes

- 2.11. The landlord or letting agent shall seek to resolve any dispute linked to the tenancy or property, involving their tenant, including a dispute with neighbours, promptly and lawfully

3. Management of the Tenancy

'Fit and Proper' to Let – Landlords

- 3.1. The landlord and the property being let must be registered with the local authority's Private Landlord Registration Scheme in which the property is located. Where a landlord operates from a company limited by guarantee, the fit and proper person test should relate to the Director(s) and Secretary of the company.

Source: Part 8 of the Anti-Social Behaviour Etc (Scotland) Act 2004 as amended by Part 1 of the Private Rented Housing (Scotland) Act 2011

- 3.2. The landlord shall not have a conviction within the last three years for a criminal offence, or offences that are relevant to carrying out residential letting.
- 3.3. A landlord letting a property to three or more unrelated individuals shall provide evidence of their

HMO license.

'Fit and Proper' to Let – Letting Agents

- 3.4. Letting Agents must be on the Scottish Letting Agents Register and at all times compliant with the Letting Agent Code of Practice and any order issued by the Housing and Property Chamber, First-tier Tribunal.
- 3.5. Letting Agents must comply in full with Section 3 of the Letting Agent Code of Practice.

Source: The Letting Agent Code of Practice (Scotland) Regulations 2016

Pre-Letting Procedures

- 3.6. Permission for the property to be used for letting shall be obtained from the mortgage lender, where appropriate.
- 3.7. A landlord shall have adequate buildings insurance and must have third party insurance.
- 3.8. It is a legal requirement of the landlord to ensure that the property let is not overcrowded to the extent that the overcrowding leads to an adverse effect on either the health or wellbeing of any of the occupiers of the property or on the amenity of the property or its locality, and the landlord shall have in place ways of monitoring the occupancy of the property.

Source: Part 3 Private Rented Housing (Scotland) Act 2011

- 3.9. Prospective tenants shall be given clear and accurate details of:
 - the accommodation-to-let particulars;
 - the important rights and responsibilities of the tenant and landlord as defined in the Tenant Information Pack for Short Assured Tenancies;

Source: Section 30A of the Housing (Scotland) Act 1988

- the rent, service charges, utility and council tax liabilities of both parties;
 - any other charges for which they are responsible;
 - the potential of property inspections to be undertaken including those associated with the compliance procedures of the accreditation scheme.
- 3.10. No payment may be taken from a prospective tenant to have their name placed on an accommodation list.

Source: Accommodations Agencies Act 1953

- 3.11. The landlord or letting agent shall not make any charge to a tenant in relation to the grant, renewal or continuance of a tenancy (apart from rent, a refundable deposit (not exceeding two months' rent) or charges relating to the UK Government's 'Green Deal').

Source: The Rent (Scotland) Act 1984 (Premiums) Regulations 2012

THE TENANCY AGREEMENT

Assured and Short Assured

- 3.12. Where the let is on an Assured or Short Assured Tenancy basis, the tenant must be given a written document (the tenancy agreement) setting out the terms of the let and any relevant Notices (for example AT5).

Source: Housing (Scotland) Act 1988

- 3.13. The name and current address of the landlord and, or, agent must be stated in the tenancy agreement

These details are required in the AT5 form, which is signed prior to the tenancy formation to confirm it is a Short-Assured Tenancy.

- 3.14. An AT5 Form must have been issued prior to the tenancy agreement confirming the creation of a short-assured tenancy.
- 3.15. For Assured and Short Assured tenancies, the agreement must have been properly executed by the signatures of the landlord (or agent) and tenant, and one witness, who must include their address.

Source: Requirements of Writing (Scotland) Act 1995 for post July 31 1995 leases

Private Residential Tenancy

- 3.16. Where the let is a Private Residential Tenancy, the tenant must be given a written document setting out the terms of the let, which can be supplied as a paper document or as an email communication prior to or at least by the end of the day on the tenancy starts. This must include the provision "Easy Read Notes for the Scottish Government Model Private Residential Tenancy Agreement".

Source: Private Housing (Tenancies) (Scotland) Act 2016 Part 3 Tenancy Information

- 3.17. The Landlord or letting agent can use the Scottish Government Model Private Residential Tenancy Agreement accompanied by the Easy Read notes but can also use a different tenancy agreement as long as it sets out all the statutory terms.

Rent and Other Charges

- 3.18. The tenancy agreement shall set out:
- the rent due;
 - the period of payment;
 - the method of payment; any
 - review period for changing the rent.

and the responsibility of the tenant for:

- any service charges;
 - council tax;
 - utility costs; and
 - any other charges.
- 3.19. The landlord should hold occupancy records relating to each property, the names, dates of arrival/ departure, forwarding address of all tenants, and make this information available to authorised users under data protection legislation.
- 3.20. For Short Assured or Assured Tenancies, where rent is paid weekly, a rent book must be issued and receipted for each weekly payment made.
- Source: Housing (Scotland) Act 1988*
- 3.21. For Private Residential Tenancies, where rent is paid in cash a receipt must be provided.

Deposit

- 3.22. Where a deposit is required, it must be no more than the equivalent of two months' rent and the tenant should receive a written statement of what the deposit (or guarantee) covers and a statement of what is required to be done, or doing, or putting in place, for the full deposit to be returned at the end of the tenancy.

Source: Rent (Scotland) Act 1984 and Housing (Scotland) Act 1988

- 3.23. The landlord must pay the deposit to an approved scheme administrator and ensure that the deposit is held by an approved scheme for the duration of the tenancy. In addition, the landlord must provide the tenant with specific information about the tenancy, the deposit and the scheme that will be protecting it.

Source: Tenancy Deposit Schemes (Scotland) Regulations 2011

- 3.24. The tenant should be provided with a receipt for a deposit. Following the final inspection of a property, if the landlord considers there to be deductions to be made from the deposit, the tenant should receive a written statement identifying the reason(s) for the deduction(s).

Inventory

3.25. At the start of the tenancy, the tenant shall be provided with an inventory. The tenant shall be given up to seven working days to check and agree the inventory.

3.26. Unless stated elsewhere or under separate cover the landlord or letting agent must advise a new tenant of smoke and heat alarms expiry dates by including these on the inventory.

3.27. A revised inventory, or amendment sheet, shall be given to the tenant when there is an agreed change to the contents of the original inventory.

3.28. At the end of the tenancy, the landlord or letting agent should check the inventory. The tenant shall be invited to attend the inventory check which should take place on the last day of the tenancy unless otherwise agreed by both tenant, landlord/letting agent.

At the End of the Tenancy

3.29. Possession

i. A landlord or letting agent on behalf of the landlord must use the correct legal procedures for seeking possession of the accommodation.

Source: Housing (Scotland) Act 1988 and Rent (Scotland) Act 1984 and Housing (Scotland) Act 2011 as amended by Housing (Scotland) Act 2010 and Private Rented Housing (Scotland) Act 2011. Private Housing (Tenancies) (Scotland) Act 2016

3.30. Action on Homelessness

i. The landlord or letting agent on behalf of the landlord shall, before taking any action to recover possession of the property, inform the local authority and if the outcome of the landlord's taking possession is to render the tenant homeless, discuss with the local authority ways in which the tenant could remain in the property.

3.31. Action on Anti-Social Behaviour

i. It is a legal requirement of the landlord to take lawful forms of action to resolve any issues regarding anti-social behaviour of occupants and visitors to the property in question.

Source: Anti-Social Behaviour Etc. (Scotland) Act 2004: section 68

4. Repairing Standard

4.1. A private rented property must meet the repairing standard as follows:

- i. it is wind and watertight and in all other respects reasonably fit for human habitation,
- ii. the structure and exterior of the house (including

drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,

iii. the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order,

iv. any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order

v. any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed,

vi. the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire, and

vii. the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health

viii. the house meets the tolerable standard

Source: Housing (Scotland) Act 2006 s 13(1)

4.2. The landlord or letting agent must inspect the property before the tenancy starts for the purpose of identifying any work necessary to comply with the Repairing Standard and notify the tenant of any such work.

Source: Housing (Scotland) Act 2006 s19

4.3. The landlord or letting agent must include the information about the effect of the Repairing Standard in relation to the tenancy in the tenancy agreement.

Source: Housing (Scotland) Act 2006 s20: 1-4

4.4. The tenant must be provided with information on how to approach the Housing and Property Chamber, First-tier Tribunal (formerly the Private Rented Housing Panel) and in what circumstances.

Source: Housing (Scotland) Act 2006 s22: 1-6

4.5. The landlord or letting agent shall undertake a risk assessment of each property detailing potential risks, measures to mitigate against risks and any tenant responsibilities to prevent such risks manifesting. This risk assessment shall be available to the tenant at the start of a tenancy on request.

4.6. A landlord or letting agent has a duty to repair and maintain the property at the start of the tenancy, and at all times during the tenancy, including a duty to make good any damage caused by carrying out this work.

Source: Housing (Scotland) Act 2006 s14: 1-2

- 4.7. Upon notification or awareness of a defect the landlord or letting agent on behalf of the landlord must complete the work within a reasonable time.

Source: Housing (Scotland) Act 2006 s14: 4

- 4.8. The landlord or letting agent on behalf of the landlord shall take all reasonable steps to ensure the maintenance of the common elements of the building, which are a shared responsibility with other co-owners.

Source: Tenement (Scotland) Act 2004

5. Repairs and Maintenance

Landlords and letting agents must give the tenant reasonable notice of an intention to visit the property and the reason for this. At least 24 hours' notice must be given, or 48 hours' notice where the tenancy is a private residential tenancy, unless the situation is urgent, or it is considered that giving such notice would defeat the object of the entry. The tenant should be presents when entering the property and visit at reasonable times of the day unless otherwise agreed with the tenant.

- 5.1. The landlord or letting agent shall provide the tenant with a contact name and phone number for emergency and non-urgent repair requests to be made. If appropriate, emergency numbers for tradesmen shall be made available to the tenant.
- 5.2. The tenant shall be informed what types of repairs constitute emergencies and that such repairs will be carried out within 24 hours of being reported.
- 5.3. Where the landlord or letting agent on behalf of a landlord carries out major repairs or improvements to the property during the tenancy that restrict the occupancy of a room(s) or the use of facilities for a period of time, an appropriate rent restriction should be applied for the period of disruption.
- 5.4. The landlord or letting agent shall provide the tenant with clear, written instructions on how to operate the central heating system safely and what action to take with a suspected gas leak or faulty gas appliance.

6. Facilities and Fittings

- 6.1. Sinks, baths, showers, wash hand basins (with hot and cold water) and water closets must:
 - 6.1.1. meet the requirements of the Tolerable Standard;
 - 6.1.2. be in a good working condition; and
 - 6.1.3. be sufficient for the number of occupants required to use them within the house.
- 6.2. Where cookers are part of the let, they shall be in good working order and sufficient for the number of occupants required to use them.

7. Heating, insulation and energy efficiency

- 7.1. The property should provide a satisfactory level of thermal insulation and incorporate, where necessary and practical:
 - 7.1.1. draught insulation of doors and windows (or secondary or double glazing);
 - 7.1.2. lagging of immersion heaters and hot water pipes;
 - 7.1.3. cavity wall insulation;
 - 7.1.4. loft insulation to a depth of 250mm;
 - 7.1.5. the landlord shall ensure that all conventional light bulbs are replaced with low energy bulbs; and
 - 7.1.6. the landlord must provide tenants with an EPC rating to be included in all advertising material.
- 7.2. The landlord shall provide an efficient, safely designed central heating system or an open fire with back boiler feeding room radiators or a space-heating appliance in each apartment in the accommodation and in the bath or shower room(s).
- 7.3. The accommodation shall be provided with an efficient hot water supply.

8. Health, safety and home security features

Water and Gas & Oil

- 8.1. The landlord should have taken all reasonable steps to ensure there are no lead pipes within the property supplying drinking water.
- 8.2. Carry out a risk assessment to identify and assess potential sources of exposure to legionella and thereafter, where a risk has been identified act to prevent or control any identified risk.
- 8.3. Assessment needs to be reviewed regularly and records kept and can be carried out by landlord if landlord deems themselves to be competent or by qualified third party
- 8.4. The landlord or letting agent on behalf of the landlord must comply with current Gas Safety (Installation and Use) Regulations (which cover Liquid Propane Gas installations) by:
 - 8.4.1. arranging for annual gas safety checks to be completed by a Gas Safe registered contractor and a gas safety certificate obtained;
 - 8.4.2. ensuring all servicing, repairs and replacements to be completed by a Gas Safe registered contractor;
 - 8.4.3. providing tenants with a copy of the safety certificate; and

8.4.4. retaining records of safety checks for at least 2 years.

8.4.5. Where gas, including liquid propane gas, is supplied to the accommodation, the landlord must provide suitably located carbon monoxide alarm(s). Where oil fuelled systems are in place, the landlord must ensure regular servicing of the system and have a maintenance programme in place.

Source; Gas Safety (Installations and Use) Regulations 1998

8.5. Before the start of the tenancy, and at regular intervals thereafter, the landlord or letting agent should test that the carbon monoxide alarm(s) is operating properly.

Electricity

8.6. The landlord must provide the tenant with an electrical installation in good condition and repair and maintain that installation in a condition suitable for the use intended.

8.7. The landlord or letting agent on behalf of the landlord shall undertake a routine check of the property at every change of occupancy and no less frequently than annually.

8.8. The minimum standard is that an Electrical Installation Certificate Report (EICR) is produced every five years. A copy of the most recent EICR and portable appliance test certificate must be given to the tenant at the start of each tenancy and following any subsequent electrical safety inspection. The EICR must be carried out by an engineer who is a member of SELECT, NICEIC or NAPIT.

Source: Housing (Scotland) Act 2014 Part 3 Repairing Standard

8.9. It is a requirement of accreditation that landlords, and letting agents on behalf of landlords, carry out a test of portable appliances, supplied by the landlord, annually. A copy of the PAT report must be given to the tenant.

8.10. In the case of properties with an HMO licence in place, the landlord must comply with all safety certification conditions as stipulated by the relevant local authority HMO licencing team.

Furnishings and Furniture Safety

8.11. All furnishings and furniture supplied as part of the let must comply with relevant parts of the Furniture and Furnishings (Fire) (Safety) Regulations.

Source: The Furniture & Furnishings (Fire) (Safety) Regulations 1988

8.12. The accommodation shall have installed a mains-wired (with battery back-up) smoke detection system meeting the minimum statutory requirement.

Source: Section 13(1) of the Housing (Scotland) Act 2006

8.13. A fire blanket shall be provided in the kitchen, or kitchens.

8.14. The landlord or letting agent on behalf of the landlord should provide the tenant with published guidance on fire safety issues.

Home Security

8.15. The accommodation should have secure window locks and secure front and rear access doors (where appropriate) that do not prejudice means from escape in the case of fire.

9. GDPR

All landlords and letting agents who hold personal data must be registered with the Information Commissioner's Office (ICO) and have appropriate GDPR documentation in place.

Source: General Data Protection Regulation (GDPR)

Landlord Accreditation Scotland provides a series of training courses to ensure that landlords have the ability to comply with the Standards. The series of courses is called *Core Standard Training Levels 1 & 2*. The dates and locations for all LAS courses can be found on the website.

www.landlordaccreditationscotland.com

Landlords do not have to attend these sessions prior to becoming accredited. However, once accredited landlords are required to attend at least one Core Standard Training session in every year of accreditation.

For further information:

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Landlord Accreditation Scotland is a scheme run by landlords for landlords.

It is a partnership between the Scottish Association of Landlords, Scottish Land & Estates and the Scottish Government.



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Accredited Landlords & Letting Agents

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