



# Snug property and management standards

## 1.0 Introduction

The Snug scheme is a partnership approach to the monitoring and regulation of student housing in Sheffield. Snug is a quality standard, which is awarded when homes meet the required standard of property and tenancy management.

Snug is promoted by Sheffield City Council, Sheffield Hallam University, the University of Sheffield and both Student Unions as **the best way for students in Sheffield to make sure that their home and landlord are approved.**

These standards are used to assess whether a property is Snug. They have been developed in consultation with both universities, the Student Unions, and private landlords.

Snug is about how properties are managed as well as about the safety and quality of the accommodation. Landlords and managing agents should demonstrate that they fully accept legal and social responsibilities when it comes to the letting and management of the home and tenancy, and by applying for the scheme, landlords should understand that they are seeking to co-operate with the Council, the Universities and Student Unions.

## 2.0 General

### 2.1 Fees

2.1.1. The current Snug inspection fees can be found at <https://www.sheffield.gov.uk/home/housing/approved-student-housing-snug.html>. Licensed HMOs which meet the Snug standard are passported with no application fee. If we haven't carried out an HMO inspection in the last 3 months, then we would still need to re-inspect for Snug (but with no inspection fee).

2.1.2. Fees and policies for registering and / or advertising with either university are separate and are payable directly to the relevant university.

### 2.2 Inspections

2.2.1. All properties must be inspected before Snug can be awarded (either through a Snug inspection, or a different inspection carried out by a qualified inspecting officer of the Council, such as a Licensed HMO inspection, within 3 months of the award of Snug).

2.2.2. Properties must be completed before an inspection will take place. For new builds prior to completion, we are happy to consider any plans for the development to advise you on likely compliance with the Snug standards.

## 2.3 Applying for Snug

2.3.1. Applicants should download the Snug application form from <https://www.sheffield.gov.uk/home/housing/approved-student-housing-snug.html> and return it to us by email or post, along with all relevant supporting documentation. The application will not be processed until all documentation has been received. Sheffield City Council will contact the Landlord 28 days prior to expiry as a reminder.

2.3.2. Snug approval lasts for 2 years and applicants should apply to renew in advance of the expiration date to avoid a break in membership, which may affect their ability to advertise with the universities.

2.3.3. Usually, Snug approval will not be granted until the following have been satisfactorily completed:

- Property inspection
- Tenancy Agreement approved by Tenancy Relations Officers
- Valid gas / electrical certificate provided as appropriate
- Energy performance certificate
- Applicant(s) passed as Fit & Proper and satisfactory management arrangements (see 2.4)
- Building control completion certificate where appropriate (for PBSA buildings less than 10 years old at date of inspection)
- Up-to-date Fire Safety Risk Assessment, where appropriate (within 12 months prior to date of inspection)
- Snug fee payment received

2.3.4. You must inform us when there is a change to the Snug licence holder (usually the owner) or manager; failure to do so may result in your Snug status being suspended or withdrawn.

Snug licences are not transferable in the event of a change of licence holder / owner; the existing Snug approval will be withdrawn and a new application must be made. Snug licences may be transferable for the remainder of the existing licence with no additional fee in the event of a change of manager, subject to a satisfactory Fit & Proper and Satisfactory Management Arrangements check. An application form must be completed with details about the new manager, so that the relevant checks can be carried out.

## 2.4 Fit & Proper Persons and Satisfactory Management Arrangements

2.4.1. Under the Housing Act 2004, where a property is required to be licensed under a mandatory, selective or discretionary licensing scheme, the Council must be satisfied that the Licence Holders, and other persons involved in the management of the property, are a fit and proper person to be the licence holder or to be the manager of the property. Decisions regarding fit and proper status are made by Private Housing Standards Fit and Proper Panel.

2.4.2. In addition, the Council must be satisfied that the management arrangements are satisfactory, including that persons involved in the management of the property are fit and

proper persons to be so involved, have a sufficient level of competence, and that the management structure and funding arrangements are suitable.

2.4.3. We apply these same factors to assessing whether to accept an application for Snug, but we expect a particularly high standard of management to be met. Especially in relation to all aspects of Landlord and Tenant Law and respect to tenants' rights. We also consider these factors in assessing whether to suspend or revoke existing membership of Snug, where new information comes to light once approval has been granted.

Where a decision is made to suspend Snug membership while investigations continue, the applicant may be reinstated back into Snug when those investigations have concluded.

Where a decision is made to revoke Snug membership, the applicant will be notified when they are permitted to re-apply; in these cases, a new application will be required.

## 2.5 Complaints and appeals

2.5.1. The Council's decisions on fit and proper and satisfactory management arrangements affecting mandatory, discretionary and selective licensing schemes under the Housing Act 2004 can be appealed by landlords to the First Tier Tribunal (FTT). There is no statutory appeals process for the Council's decisions on Snug, as it is a local scheme.

2.5.2 In the event of a negative decision regarding fit and proper status or management arrangements, landlords can make representations to the Council's Fit & Proper Panel and the decision will be reviewed in light of these representations. However, when the decision is taken to suspend as detailed at paragraph 2.5.3 there is no right to appeal/make representations to the Fit and Proper Panel except as detailed in that paragraph.

2.5.3 If we have cause to investigate you, (or anyone closely associated to you), your company (or any employee of your company), for alleged breaches of relevant legislation, or contraventions of the Snug standards, your Snug membership may be suspended with immediate effect pending an investigation. At this point there is no right to appeal the decision of the Fit and Proper Panel. Dependent upon the conclusion of the investigation, one of the following outcomes will apply:-

a) The suspension is lifted as there is not enough evidence to support the investigated allegations.

b) There is sufficient evidence to support the revocation of membership from the scheme, but a prosecution or civil penalty has not been sought, the Panel may propose to revoke your membership. The Panel may when making the proposal also set a time period during which new applications for the scheme will not be considered. At this point you have the right to make written representations to the Fit and Proper Panel regarding the proposal to revoke your membership. The Panel will consider any written representations before deciding whether to revoke your membership from the scheme or not.

c) There is sufficient evidence to support the suspension and a prosecution or civil penalty, therefore you will remain suspended from Snug, pending the outcome of the prosecution /civil penalty. Following the conclusion of the prosecution or civil penalty proceeding the Panel may either lift your suspension or propose to revoke your membership. The Panel may when making the proposal also set a time period during which new applications for the scheme will not be considered. At this point you have the right to make written representations to the Fit and Proper Panel regarding the proposal to revoke your membership. The Panel will consider any written representations before deciding whether to revoke your membership from the scheme or not.

2.5.4 The conduct of a Landlord which does not result in the Council pursuing or achieving a criminal prosecution or civil penalty may still fall short of the conduct required or expected of

Landlords in the scheme and may therefore result in the Landlord's membership of the scheme being revoked.

2.5.5. Where there is a right to make representations to the Fit and Proper Panel and the applicant disagrees with the decision of the Panel, applicants can appeal that decision through the Council's Complaints Procedure. The Council's Complaints Procedure is available at <https://www.sheffield.gov.uk/content/sheffield/home/your-city-council/complaints.html>.

2.5.6 If the tenant of a Snug property feels that the Landlord has not met the scheme standards then they are entitled to make a formal complaint. They should in the first instance contact the Landlord/Managing agent directly to try to resolve the issue in line with their complaints procedure. If the complaint is not resolved that they can contact Private Housing Standards at [phs@sheffield.gov.uk](mailto:phs@sheffield.gov.uk) for further guidance.

## 2.6 Mixed Use Properties

2.6.1. Whilst Snug is a quality mark of high quality and well managed student housing, we know that not all Snug properties are let exclusively to students. We want students to have a choice of high quality and well managed accommodation, and it is not a requirement for the property to be let exclusively to students. Indeed, some students may prefer to live with non-students. However, it is a requirement of Snug that:

- appropriate planning consent is in place (i.e. that mixed use is permitted),
- any advertising clearly states that it is mixed use and
- the property is well managed to avoid issues which may arise from different lifestyles.

2.6.2. If the degree of mixing between student and non-students requires living accommodation to be shared or affects Council tax liability, then the tenant must be informed and this must also be reflected in the tenancy agreement.

## 2.7 Publicity and marketing

2.7.1. Snug is an Approved Student Housing Scheme. Snug is awarded on a property-by-property basis and it is important for students to be able to easily distinguish which properties are in Snug and which are not.

2.7.2. The Snug logo, and any other references to Snug, should only be made in relation to a specific Snug-approved property. The logo may only be used generically, for example on the front page of a property website, if the landlord's entire portfolio is Snug.

## 3.0 Property Standards

The property standards apply to all property types, including traditional houses and blocks / purpose-built student accommodation (PBSA) as appropriate. Specific standards and more information in relation to blocks / PBSAs are included at Section 4.0.

### 3.1 General

3.1.1. A property must be fit for human habitation as defined by Section 10 of the Landlord and Tenant Act 1985 and be free from serious health and safety hazards.

3.1.2. Fire standards will differ between single family accommodation and Houses in Multiple Occupation (HMOs) and Licensable HMOs.

An HMO is a dwelling occupied by three or more people, forming two or more households. A licensable HMO is a dwelling occupied by 5 or more people, forming two or more households. A pre-requisite for a licensable HMO is that it shall be licensed and comply with all HMO licensing standards. A full copy of the standards is available at [www.sheffield.gov.uk/hmolicensing](http://www.sheffield.gov.uk/hmolicensing). Other shared accommodation should meet the amenity standards for HMO Licensing.

### 3.2 Access to meters

3.2.1. The location of the gas and electric meters, fuse boards should be made clear. Gas and Water stop taps should be always accessible to all occupants without having to pass through other accommodation or through a shop. Where this is not possible due to security problems, tenants must be able to shut off gas and electrics from within the accommodation. The location of consumer units and instructions of how to do this should be displayed in the accommodation.

3.2.2. Any Gas or electric supply that requires frequent checking or feeding of the meter must be readily accessible. Hatch access to a cellar area does not meet this requirement.

### 3.3 Gas and Solid Fuel Safety

3.3.1. Gas supplies must be safe and regularly serviced. Appliances must be safe and serviced in line with the manufacturer's requirements. A photocopy of the latest servicing certificate for the supply and appliances, no more than 12 months old, must be displayed inside the property or in the tenant information pack. The landlord must supply this to the inspector and they will keep a record of this.

3.3.2. All gas installations must be covered by a current Landlord Gas Safety Certificate (e.g. a CP12) issued by a Gas Safe registered engineer. All works to gas installations must comply with Gas Safety (Installation & Use) (as amended) Regulations 1998.

3.3.3. A Carbon Monoxide alarm is required for any property with a gas or solid fuel appliance, such as a boiler, gas fire or gas oven / hob. This should be to BS EN 50291-1:2018 It should be fitted to a suitable location, following the manufacturer's specific fitting instructions, usually at least 3m away from the gas appliance. Where there are multiple gas appliances additional detectors should be positioned in accordance with manufacturer's instructions. The whole detector (not just the battery) must be tested quarterly, using the manufacturer's instructions.

### 3.4 Electrical Safety

3.4.1. The electric supply and appliances provided by the landlord must be in a safe working condition and regularly serviced in accordance with manufacturers recommendations.

3.4.2. Tenants should be provided with clear instructions for the safe and efficient working of appliances in the house.

3.4.3. A regular visual check of electrical appliances, cables, plugs and sockets should be carried out to make sure they are sound.

3.4.4. The fixed electrical wiring and installations must be certified as safe by an electrician qualified to undertake the test at least every five years, unless otherwise indicated on the previous inspection to be sooner and must be to a 'Satisfactory' standard. This will usually be a periodic inspection report. A copy of the certificate should be displayed prominently within the property, or in the tenant's information pack. A record of this will be kept by the Council.

3.4.5. Any alterations or additions to the electrical installations must be carried out by an electrician registered under Building Regulations Part P and the installation left in a safe condition and proper working order.

3.4.6. Sockets should be located where appliances can be used safely without flexes causing a trip hazard. There should be a minimum of two double sockets in all habitable rooms. Large rooms may require more.

3.4.7. Each fixed electrical appliance shall have its own dedicated electrical socket. In addition to sockets dedicated for appliances, a minimum of two double sockets above the work top are to be provided in each kitchen. Sockets should be located away from sinks, in a position where appliances can be used safely.

3.4.8. Light switches should be in a suitable location where they are easy to use. Light fittings should have low energy light bulbs where appropriate.

### 3.5 Doors and Frames

3.5.1. Doors and frames should be sound and well fitted and doors should be able to be latched closed. Some doors may need to be solid doors or fire doors in HMOs or where there are other high fire risks.

3.5.2. All external doors and internal bedroom doors must be able to be exited without the use of a key. Locks may include 'thumb turn', push bar or alarm system release depending on the property type. On the external side of the door, barrels of locks should not protrude from the face of doors.

3.5.3. Any glazing in doors must be safety glazing to BS EN 12600.

### 3.6 Windows

3.6.1. All windows should be sound and well fitted and opening lights should be able to be readily opened and securely closed.

3.6.2. Window locks should be provided to all single glazed wood ground floor windows and any other windows accessible without the use of a ladder.

3.6.3. Any opening escape windows should not have grills fitted to the outside.

3.6.4. Any windows with glass 800mm from the floor will require safety glass to BS EN 12600.

3.6.5. Any replacement of external doors and windows may need Planning Permission, particularly in a conservation area.

### 3.7 Fire Safety



3.7.1. Smoke / fire detection systems and firefighting equipment must be serviced and tested in line with any national and local authority regulations. Any reports of false alarms must be investigated, and records should be kept of these inspections.

3.7.2. All Licensable HMOs must meet the fire standards for HMO licensing (see [www.sheffield.gov.uk/hmo](http://www.sheffield.gov.uk/hmo)).

3.7.3. Other HMOs that are two or three storeys must meet the fire standards for non-licensable HMOs.

3.7.4. 4-storey HMOs and other types of accommodation may require specific fire protection and detection and your housing inspector can advise you of this. The HMO fire standards mentioned above will give you a good idea of the types of standards required.

#### **Family houses shall meet the following fire safety standards:**

3.7.5. Smoke alarms shall be fitted to each hallway and landing ceiling. It is recommended that a mains powered interlinked system is installed with a heat detector in the kitchen as these are more reliable and more tamper resistant than independent detectors. A radio linked system is satisfactory. 10-year lithium battery type detector is the minimum requirement for family accommodation. They are recommended to be interlinked. Where hard wired alarms are fitted, they should be installed by an electrician certified in accordance with BS 5839-6:2019.

3.7.6. There must always be a clear escape route in the property that leads directly to a place of safety outside of the building. All exit routes in control of the landlord should be always kept clear and unobstructed.

3.7.7. Where there is no direct escape from habitable rooms (bedrooms / living rooms) to the outside without passing through another room then these properties will need to be individually assessed.

3.7.8. A fire blanket is to be provided in the kitchen. This should meet BS EN 1869:2019. It should be wall mounted but not close to the cooker or positioned where a tenant would need to pass the cooker to reach it in an emergency, e.g. adjacent to the kitchen exit door.

3.7.9. There should be no surfaces covered with polystyrene wall and ceiling tiles.

3.7.10. Escape windows should be provided when new windows are being fitted at first floor level.

3.7.11. Cellar ceilings should provide 30-minute fire resistance. Cellar ceilings in good condition will be accepted as will infill with mineral fibre insulation and chicken wire support.

### **3.8 Internal Stairs**

3.8.1. Handrails or grab rails are required to all stairs. There should be adequate guard rails around stair wells and safe access to any cellar.

3.8.2. There should not be any horizontal balustrade rails and no gaps wider than 100mm between spindles.

3.8.3. Stairways should be well lit to allow for their safe use.

### **3.9 Furniture**

3.9.1. If furniture, curtains, blinds and soft furnishings are provided, they must be compliant with the Furniture & Furnishings (Fire Safety) Regulations 1993.

3.9.2. Tenancy agreements must ensure that tenants do not bring non-complying items into the property.

3.9.3. All furnishings provided by the landlord should be in a clean and sound condition throughout the tenancy.

### 3.10 Cellars

3.10.1. If a coal chute exists, the external access hole must be made safe and secure to prevent access from outside.

3.10.2. Cellars should be kept free of combustible storage.

### 3.11 Heating

3.11.1. You should provide a form of heating to all habitable rooms which is controllable by the tenants. Suitable fixed space-heating appliances include an adequate central heating system with thermostatic radiator valves (TRVs); or a fixed, programmable, hardwired electrical appliance. The heating must be under the control of the occupiers for timings and temperature settings. The ability to turn the heating on or off only, does not suffice as being controllable by the tenant.

Heating should be capable of providing the following temperatures in each room:

Bedrooms only 18°C  
Living Room 21°C  
Study / Bedroom 21°C  
Bathroom/ WC 21°C  
Dining Kitchen 21°C

3.11.2. Temperatures must be achievable when the external temperature is -1°C.

3.11.3. No bottled gas, paraffin or halogen heaters are permitted within the property.

### 3.12 Water

3.12.1. The hot water systems must provide a constant controllable supply of hot water to baths, sinks, showers and wash hand basins and cold water must be available to these appliances and to the water closet.

3.12.2. Tenants should be provided with clear instructions for what to do with hot and cold-water supplies and central heating during periods of absence during winter.

3.12.3. Necessary measures must be in place that reduce the risks posed by legionella to tenants especially when properties have been vacant for prolonged periods of time.

[www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm](http://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm)

### 3.13 Kitchen



3.13.1. The kitchen should be laid out in such an arrangement as to allow for its safe use and be easy to keep clean and hygienic by the tenant.

3.13.2. A piped hot and cold-water supply is required to the kitchen sink.

3.13.3. A fridge-freezer of appropriate size for the number of tenants in the property, including, should be provided in the kitchen or immediately adjacent to the kitchen. Minimum up to 5 people 5 cu ft, 0.15m<sup>3</sup>, 6-10 people 9 cu ft, 0.27m<sup>3</sup>.

3.13.4. A 4-ring cooker, oven and grill located with a work top of at least 300mm either side must be provided. It should be positioned away from any door openings. 2 or 3 rings may be acceptable for small 1 or 2 person flats and studios, where space is limited.

3.13.5. There must be adequate food preparation, cooking and food and utensil storage in the kitchen. 1 standard 600mm single storage cupboard per adult is adequate. The space in the sink base unit is not suitable for food storage. A minimum 1 linear metre of dedicated free worktop space for food preparation is required in the kitchen, with a minimum depth of 500mm.

3.13.6. There must be plumbing provision and a dedicated electrical socket for a washing machine for a flat occupied by more than one person. This may be a shared facility for a number of flats.

3.13.7. Where the property is furnished, supply and fit a washing machine.

3.13.8. Tumble driers are recommended to help reduce condensation problems. If provided they must be either the condensing type or the extract hose must be properly connected to a wall vent extracting to the external environment. Combined washer / driers complying with these conditions are acceptable. Safety guidance should be provided for these appliances eg; to remove and clear the lint trap after every load.

3.13.9. There must be ventilation provision to kitchens. Mechanical extraction / ventilation is recommended for normal kitchens, but it is a requirement for internal kitchens.

3.13.10. Trickle ventilators in windows are recommended to allow for background ventilation. These can be in the frames of windows or by the provision of airbricks with controllable ventilators.

### **3.14 Bathroom / Toilet Facilities**

3.14.1. Bathrooms and water closets must have adequate space to ensure their safe use. Any alterations to the bathroom and water closet need to comply with Building Regulation standards.

3.14.2. A suitable method of ventilation should be fitted to all rooms. It is recommended to fit an extractor fan, and in bathrooms / shower rooms ideally this will be humidity controlled.

3.14.3. An internal water closet has to be provided with a wash hand basin with a hot and cold-water supply.

3.14.4. A shower and or a bath, and wash hand basin are required, each with a tiled, or equivalent, splash back area.

3.14.5. Any shower should have a waterproof surround and a shower screen/curtain.

3.14.6. If a shower is situated in a bath, it is recommended that tiles or equivalent extend 1.5m from the shower head down the length of the bath, 150mm over the top of the shower head and 150mm past the side of a shower curtain to prevent damage to plasterwork.

3.14.7. The bathroom light shall be an enclosed IP rated light fitting.

### 3.15 Decoration

3.15.1. The decoration of the internal and external of the property should be clean and sound at commencement of tenancy.

3.15.2. Walls and ceilings must be in a sound condition.

3.15.3. Floor coverings must be provided and be clean, level, sound, well secured and easy to clean, with no frayed areas, to minimise trip hazards (particularly to stairs and landings). In bathrooms and kitchens with vinyl or tiled floor coverings, the edges should be sealed to minimise water ingress.

### 3.16 Security

3.16.1. All buildings should have an appropriate level of security. External entrances and individually let bedrooms should have lockable doors. Basement and ground floor windows should have locks and first floor and above should be securable by the tenant.

3.16.2. Where CCTV is in operation, a clear sign must be displayed advising of this on all entrances or external entrances to the building and the appropriate legislation followed.

3.16.3. Where burglar alarms are provided, they should be fitted with an automatic cut out device that prevents the alarm for ringing for more than 20 minutes. Alarm codes must also be changed between tenancies.

Full operating instructions should be given along with the contact details of the service engineers. The equipment should be serviced regularly and replaced if unreliable.

3.16.4. It is recommended that the burglar alarm keyholder is registered with environmental services to avoid expensive costs of silencing alarms causing nuisance.

3.16.5. Where an HMO is let out on individual tenancies (i.e. not to a group on a joint and severally liable contract) each bedroom shall have a lock, openable from the inside without the use of a key. To avoid lockouts, the lock shall be of the type that requires locking when leaving the room. A standard night latch lock is not suitable.

### 3.17 Gardens/Yards

3.17.1. Gardens, yards and external access should be tidy, free from rubbish and safe before the beginning of a tenancy.

3.17.2. Access steps, handrails, pathways, sheds and gates must be kept in good condition.

3.17.3. External access steps and pathways should be maintained and free from tripping hazards. Handrails should be fitted to external steps where there are 3 or more steps and to steep sloping paths.

3.17.4. External redundant buildings should be maintained in a safe condition or demolished if unsafe. Before demolishing any structures, any relevant planning permission must be in place.

3.17.5. Access to the rear of properties should be gated where practical.

3.17.6. If it is a requirement for tenants to maintain garden areas, they should be provided with the necessary tools including any health and safety information and instructions for any electrical appliances.

3.17.7. External lighting should be provided and maintained for rear and side entrance doors and for access to passageways where possible and where it would not cause a disturbance to neighbours. External passive infrared sensor (PIR) type lighting is recommended. It is not always possible to provide external lighting because of disturbance to neighbours or because the access to the property is through a passage etc owned by others. There are solar powered lighting systems that would not rely on the electric supply of a third party.

3.17.8. External lighting should provide white light and be in anti-vandal casing with dusk to dawn PIR sensors.

### **3.18 Rubbish / Dustbins**

3.18.1 There should be adequate provision for the disposal of waste and recycling, where appropriate bins should be numbered and when bins are empty, they should be returned to their stored location. This should be communicated to all tenants at the start of the tenancy and monitored throughout the period of occupation.

3.18.2. One standard 240 litre wheeled bin for up to 5 people, and any other recycling bin / bags as required in the area, should be provided on a hard-standing area. Where bins are provided by Veolia, they can provide larger bins for properties with more than 5 people on request. The agent/landlord can contact Veolia on 0114 273 4567.

3.18.3. Other recycling facilities should be maintained to the Council's requirements. Tenants should be encouraged to recycle as much as possible using Council provided recycling bins, boxes or bags.

3.18.4. Snug landlords are expected to cooperate and engage with environmental initiatives promoted by the Council and universities around changeover time.

3.18.5. The Police recommend that bins should be held in an area away from ground floor windows and preferably secured.

### **3.19 Rainwater goods**

3.19.1. Roofs, gutters, drains and down-pipes must be in a good state of repair and be securely fitted. Any replacements fitted may need planning permission if the property is Listed, or in a Conservation Area.

### **3.20 Energy efficiency**

3.20.1. Roof / loft spaces must be insulated where they are accessible from the house: a minimum of 270mm loft insulation, or equivalent including any upright stud walls in attic loft spaces, where accessible. Dormer windows and roof slopes can be over-boarded with insulated plasterboard to obtain greater energy efficiency if no insulation is evident.

3.20.2. Hot water tanks and exposed hot water supply pipes within the body of the house must be insulated.

3.20.3. There should be cellar insulation between the ground floor joists, where accessible, fixed in place with wire mesh or other suitable arrangements. Mineral fibre insulation is recommended for its fire protection qualities.

3.20.4. External cavity walls should have cavity wall insulation installed, where practicable.

3.20.5. It is recommended that when replacing white goods (e.g. fridges and ovens) they are ideally 'A' or 'A+' rated for energy efficiency.

3.20.6. An Energy Performance Certificate (EPC) is required. Properties should comply with the minimum level of energy efficiency standards for domestic private rented properties, this is currently an E rating, unless a valid exemption applies.

3.20.7. Where practical, energy efficiency improvements should be incorporated into refurbishment schemes.

## 4.0 Blocks / Purpose Built Student Accommodation

### 4.1 Scope of inspection

4.1.1. Following the Grenfell tragedy in June 2017 fire safety in high rise blocks has come under increased scrutiny, especially regarding cladding on blocks over 18m. It is expected that all block owners / managers will ensure that they carry out necessary testing on any cladding present, to assess the potential risk and take the required actions.

4.1.2. All responsible persons must fully cooperate with South Yorkshire Fire & Rescue Service (SYFRS) and Sheffield City Council on cladding safety and other fire safety issues and take steps to remediate any risk. If fire risks are identified but action is not taken to remediate them following advice from SYFRS this is highly likely to result in suspension or withdrawal from Snug.

4.1.3. 10% (rounding up) of individual internal flats in the building will be inspected under the Housing Health & Safety Rating System (HHSRS), ensuring this includes every different unit type.

4.1.4. Snug inspections will only be carried out where the building is completed. A building control sign-off certificate does not always guarantee this. The inspecting officer reserves the right to terminate an inspection if they consider that the building is not completed.

### 4.2 Fire Safety

4.2.1. All PBSA should ensure that a reasonable person or duty-holder for multi-occupied, residential buildings is identified who must manage and reduce the risk of fire. This person must ensure that an adequate Fire Risk Assessment is completed by a competent person and reviewed as necessary.

4.2.2. A Snug inspection of the block / PBSA will check (and any relevant issues to be referred to SYFRS as appropriate):

- every metre of the building common areas, including corridors, gyms and bin stores
- every fire door in the building common areas (checking seals, closers, glazing, fit and structural integrity)

- no faults present on the fire alarm board, e.g. showing fault or fire present
- the automatic fire detection alarms are visibly in good condition and appear appropriate for the building type
- every fire extinguisher in the building is correctly sited / hung and is within date of 1 year from the last service date
- all escape routes are clear of obstructions and lead to open exits
- the smoke vent systems are correct and what measures lead to their opening
- there are no visibly apparent issues with compartmentalisation (e.g. gaps around pipework, polystyrene tiles on ceilings) between the flats or between the flats and common areas
- emergency lighting is present in the escape routes and no visible signs of being non-operational
- fire safety notices and evacuation signs are visible
- all exit doors to the building can be exited without the use of a key
- a fire blanket is present in each kitchen and correctly sited

4.2.3. Evacuation routes should be free from accumulations and maintained according to the Fire Risk Assessment. Maintenance should include:

- Fire detection panels and smoke / heat alarms
- Emergency lighting and sounders
- Fire doors (door closers, seals, vision panels, push bars and ironmongery)
- Fire safety notices and exit signs
- Automatic door release mechanisms
- Fire extinguishers and blankets
- Ventilation systems
- Sprinkler systems

4.2.4. All lifts should be in good repair and safe to use. They should be regularly maintained with a central log available for inspection. Details should be displayed of emergency arrangements with alternative provisions in place.

## 5.0 Management Standards

As well as making sure you comply with the expected property standards, meeting Snug standards also requires properties to be managed to a high standard. This is so that we can make sure tenancies are managed fairly and in accordance with legal requirements, and in such a way as to help students integrate into their communities.

In the next section, we have highlighted some things that will help us all to have more successful student housing in the city. We expect all parties to respect this so that the Council and its partners are not brought into disrepute.

### 5.1 Tenancy Management - General

5.1.1. You must be aware of and compliant with all relevant legislation and statutory provisions. If you are not confident that you are aware of the many laws and regulations which govern residential letting, then we would strongly recommend that you use a reputable managing agent to manage the property. All managing agents must be a member of one of the government-approved redress schemes. If you are managing the property yourself, you need to be aware that residential laws and regulations change quite frequently and so you have to have a means of keeping up to date with any changes. Being a member of a

landlord association, as well as engaging with any education and training initiatives, can help greatly with this.

5.1.2. We recognise that successfully managing properties and dealing with tenants can present challenges and often requires a wide range of interpersonal and communication skills, as well as a thorough knowledge of the law. We expect Snug landlords to rise to these challenges and to manage in a way which takes account of broader social responsibilities other than just adherence to the law. We expect landlords and managers to take account of the dignity and privacy of tenants but also to be aware of the importance of maintaining good relations with the wider community.

5.1.3. More details about the standards we expect can be found below, but we reserve the right to refuse, suspend or withdraw Snug membership where management standards otherwise fail to meet the principles outlined above, or where we think an applicant has given false information in support of their application.

## 5.2 Equal opportunities

5.2.1. Landlords must ensure that in all matters, no people or groups of people are treated less favourably than any other person on account of, for example, their race, age, disability, nationality, gender reassignment, sex, sexual orientation, religion or belief, marriage and civil partnership or pregnancy and maternity. Landlords and managers must ensure that they are aware of the latest laws relating to equalities and discrimination.

## 5.3 Tenants Welfare

5.3.1. If the Landlord or any of their representatives upon entering the accommodation witnesses anything of concern regarding the tenant's welfare and safety they will share these concerns with the appropriate Universities.

5.3.2. Landlords will agree to deal with third parties with consent from student tenants to resolve complaints/issues and work with Snug partners eg Student Union Housing Advisers.

## 5.4 Marketing and letting your properties

5.4.1. Both Student Unions run housing information campaigns and encourage students not to rush into signing contracts and to wait until they are ready to sign. We fully support these campaigns and believe it would benefit both landlords and tenants to delay the signing of contracts. By applying for Snug, we ask that you fully consider the Students Unions' campaigns and benefits, and not encourage students to sign too early or imply that there is a student housing shortage in Sheffield.

5.4.2. Make sure that all your property details are reported accurately without misrepresentation to prospective tenants, and the contract start and end dates are made clear before the contract is signed.

5.4.3. You must make sure that any external advertising is in accordance with Local Authority Planning requirements. The sign should relate to the specific property, only be used when there is a forthcoming vacancy, be within the legal size and location and be removed within 14 days after completion of a grant of tenancy. The full requirements are available here [insert link to webpage].



5.4.4. You must also make sure that you have complied with all Planning regulations with regards to the use of your property.

5.4.5. Prospective tenants should also be given the opportunity to view the property. You should however ensure that you provide adequate notice and get the consent of existing tenants before viewings take place.

## 5.5 Tenancy Agreement

5.5.1. Usually, you will issue an Assured Shorthold Tenancy (AST), and you must have a strong grasp of the main legal rights applying to ASTs, such as:

- Once a fixed term contract runs out for an AST, and the tenant is still in occupation, a new statutory periodic tenancy automatically follows, with the same terms and conditions as before.
- An AST can only be ended by the landlord by getting a Possession Order from the County Court, and a Bailiffs warrant having first given a legally correct section 21 and / or section 8 notice.
- Deposits must be protected in a government authorised tenancy deposit scheme (see below).

5.5.2. You must provide your tenants with a written tenancy agreement, which accurately reflects the rights and responsibilities of landlord and tenant. We expect the agreement to be written clearly and in plain language so that it helps landlords and tenants to understand their obligations and legal rights. This can help both parties to have informed and realistic expectations of each other and help avoid disputes and misunderstandings.

5.5.3. Tenancy agreements must comply with the principles set out in consumer protection and unfair trading regulations, so that as far as possible, they do not mislead tenants or misrepresent the legal rights of landlords and tenants.

5.5.4. Snug applicants are required to submit a copy of their tenancy agreement with their application, and Snug approval is not usually granted until the tenancy agreement is approved by the Council's Tenancy Relations Team. It is recommended that landlords and managers use tenancy agreement templates produced by the government (see <https://www.gov.uk/government/publications/model-agreement-for-a-shorthold-assured-tenancy>), although most of the templates produced by reputable legal stationers are also acceptable. Templates can be added to or amended so long as they comply with the principles outlined above. We reserve the right to refuse, suspend or withdraw Snug membership where the tenancy agreement does not meet the standards outlined above.

5.5.5. The name(s) and address of the landlord should also be stated on the agreement. If you change your address or other contact details, you must inform the tenants in writing. This can be by e-mail.

5.5.6. The Tenancy Agreement should also list who is to be living at the property. All service charges should be made clear.

5.5.7. Landlords should make a copy of the tenancy agreement available in advance of the letting so that tenants can read it before being asked to sign. Additional copies of the tenancy agreement should be made available if the tenants request it.

5.5.8. The tenancy agreement should make clear whether it's a joint tenancy or an individual tenancy. A joint tenancy is where all tenants sign the same agreement and are 'jointly and severally liable'. In an individual tenancy each tenant in the property signs their

own tenancy agreement, and in these cases, each agreement should make it clear that you are letting a bedroom with shared use of the common parts, i.e. by stating the bedroom number/location.

5.5.9. We also encourage prospective tenants to consider and seek independent advice regarding the terms of the tenancy agreement, before signing, e.g. both Student Unions offer a contract checking service.

5.5.10. Please make sure your tenants are aware that the property is not theirs until a tenancy agreement is signed.

5.5.11. Agreements should require tenants to use the property in a responsible way and not to cause a nuisance or annoyance to others.

5.5.12. Agreements should require the tenants to give the landlord access, at reasonable notice, for the purpose of fulfilling any statutory obligation which the landlord has, including inspections and any works and installations, as well as a right of access to inspect for, and carry out, repairs. The templates recommended above cover this very well.

5.5.13. Agreements should contain provisions for Assured (Shorthold) Tenancies being ended in accordance with the statutory grounds in the Housing Act 1988 and may also contain provisions for forfeiture and re-entry in the event of the tenancy ceasing to be Assured (usually when the tenant no longer occupies it as their only or principal home). This is covered in the recommended templates.

## 5.6 Rent

5.6.1. Ensure that prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amount and method of payments to be made during the tenancy.

5.6.2. Provide written receipts to tenants for monies demanded, and in all cases where the method of payment is by cash. Post-dated cheques, if requested, should not be cashed until the date on the cheque. Standing order mandates are accepted alternatives to post-dated cheques.

5.6.3. Where rent is paid weekly it is a legal requirement to provide a rent book or similar document.

5.6.4. The landlord should maintain proper accounts with receipts for all monies received. It is recommended that Standing Order Mandates are used for rent collection.

## 5.7 Deposits and fees

5.7.1. You must not demand any money for Tenancy deposits or rent prior to the tenants signing and exchanging the tenancy agreement. Any fee or deposit must be permissible under the Tenant Fees Act 2019, e.g. where the gross annual rent is less than £50,000, the deposit must be no more than 5 week's rent.

5.7.2. Reservation or holding deposits can be accepted providing they do not exceed one week's rent. A receipt should be issued stating clearly what this money is for and the grounds for a refund. The holding deposit should be taken off the first rent payment or deposit if the tenant signs the agreement. The refund provisions of the Tenant Fees Act 2019 must be applied.

5.7.3. When a landlord or letting agent takes a deposit from an Assured Shorthold tenant, the deposit must be protected in a government-authorized tenancy deposit scheme. The landlord must then give the tenant the 'prescribed information' about the deposit.

5.7.4. The prescribed information is usually available from the deposit scheme, but it is important that the landlord provides it directly to the tenant. The landlord has 30 days from receipt of the deposit, to protect it in a scheme, and serve the prescribed information.

## 5.8 General points

5.8.1. If you intend to do any pre-tenancy repairs or improvements, you must confirm this to the tenants in writing.

5.8.2. In the event any scheme of works overruns and the tenant(s) are inconvenienced this should be communicated to all parties named on the tenancy agreement at the earliest possible opportunity and the landlord should enter into constructive dialogue to reach an amicable and fair resolution. If the property in whole, or in part, is uninhabitable either equivalent, suitable alternative accommodation will be provided, or the tenants should be provided with the option to terminate their tenancy agreement.

5.8.3. There should be separate meters for each individual self-contained unit unless the bills are included in the rent. However, there should still be access to be able to cut off a supply by the tenants if needed in an emergency. Please make sure that gas and electric meters are read when the tenant moves in and when they move out. These readings should be signed by both parties.

5.8.4. In properties where there are multiple individual lettings, then the arrangements for the payment for bills should be clearly laid out.

5.8.5. Landlords should make a tenancy information pack available to the tenants which contains a copy of the gas and electrical certificates, tests for smoke alarms and fire detection systems, Energy Performance Certificate (in the case of a letting of the whole property), any tenancy information leaflet required by statute eg, the Governments 'How to Rent Checklist', as well as emergency contact numbers. There should be instructions for using and basic maintenance of the heating system, alarms, fire detection systems, the washer and other gas and electrical appliances and refuse/ recycling requirements, such as collection days etc. Landlords should inform tenants who the utility suppliers are if the landlord knows.

5.8.6. The landlord will have current Buildings and Public Liability Insurance, and permission obtained from any mortgage company and / or the freeholder, to let the property.

5.8.7. Exceptional Circumstances – there is an expectation that landlords should have constructive dialogue with tenants and continue to act in the interest of fairness to agree a sensible way forward.

## 5.9 Inventories

5.9.1. Ensure that an accurate, detailed and agreed inventory of furniture, fixtures and equipment, including the condition of the property and its contents, is provided at the start of each tenancy. The inventory must be completed within 7 days of moving in and returned to the landlord. The inventory will be used at the end of the tenancy should there be any damage on return of keys. Fees for inspections/inventories are prohibited under the Tenants

Fees Act 2019.

5.9.2. This should be signed and dated by tenants and countersigned by the landlord or their agent.

### 5.10 Managing your repairing obligations

5.10.1. You must make sure that your tenants understand a simple and easy way for reporting repairs with records maintained. This should be in writing/email if it is not an emergency.

5.10.2. Relevant non-emergency repair and emergency repair telephone numbers should be provided to tenants at the start of each new tenancy.

5.10.3. All reasonable effort should be made to minimise the impact and disruption to tenants caused by any works to the property and reasonable steps taken to carry out repairs in a way which minimises discomfort and is considerate to the tenant's circumstances.

5.10.4. You should always provide written notice when access is required for repairs or other works which are required of you and make reasonable efforts to agree a mutually acceptable time of access with the tenants, except in emergencies. In any event, you should provide as much written notice to the tenants as is reasonably possible in the circumstances. If the tenants have individual tenancies of rooms, rather than a joint tenancy of the property, then whilst they do not have possession of the whole property in the same way as joint tenants, we will still expect courteous notice to be given if work is required to the common parts of the building.

At least 24 hours written notice should be given when inspecting condition and repair, though less is acceptable in the case of an emergency and considerably more notice should be given of more routine inspections.

5.10.5. You should ensure that planned programmes of repair, servicing and those improvements that a landlord is entitled to do, are carried out with due regard to the convenience of the occupants and where possible avoiding exam periods.

5.10.6. As far as possible, you should let tenants know how long repairs are going to take and make them aware of any disruption or inconvenience that may be caused. It is expected that a repair will be completed within the times stated below in most cases. It is however recognised that there may be circumstances where this may not be achievable, and Landlords should advise tenants of anticipated completion dates for repairs where target dates cannot be met and make any necessary arrangements to address health and safety issues until the repairs are completed.

Category - A (emergency)	All repairs endangering the safety, health or security of the residents or the structure of the building e.g. gas leaks, major electrical faults, blocked WCs, major water leaks. Response time: Not more than within 24 hours of notification. This should include a response to burglary damage boarding/ repair of any insecure door or window within 12 hours.
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Category - B (urgent)	Eg. Complete breakdown of heating/hot water systems and serious lighting faults. Response time: Within 48 hours of notification.
Category – C	All other urgent repairs affecting the structure and services but not regarded to be prejudicial to the safety, health or security of the residents or the structure of the building, e.g. direct water penetration, refrigerator breakdowns and major cooker faults. Response time: Within seven working days of notification.
Category – D	All other repairs reported but which do not affect the safety, health or security of the residents or the structure of the building and are services, which do not prevent reasonable occupation of the accommodation. Examples are plasterwork and minor furniture repairs. Response time: Within three weeks of notification.

5.10.7. You should ensure that all contractors and tradespersons carry relevant identification, which should be shown to tenants on demand and can be checked. Alternatively, the tenants should be notified who will be coming and when.

5.10.8. Contractors should always behave in a professional and courteous manner and should ensure that all redundant components and debris are removed from the premises on completion of works.

### 5.11 Anti-social behaviour

5.11.1. We view 'anti-social behaviour' as 'unreasonable behaviour that causes nuisance, annoyance, harassment, alarm or distress to one or more people living nearby'. This can include (but is not limited to), leaving rubbish and litter, vandalism, noise nuisance, harassment and intimidation. On receipt of a complaint in writing, you should make contact with the tenant within 3 working days and, depending on the nature of the complaint, seek to enforce the responsibilities of the Tenant(s).

5.11.2. If the Snug property is a licensed HMO, then the licence conditions may require the landlord to take reasonable steps to tackle anti-social behaviour by their tenants and to keep records of the steps taken. However, we also expect that Snug approved landlords will take a socially responsible approach to dealing with allegations of anti-social behaviour.

5.11.3. We publish detailed guidance on our website (see <https://www.sheffield.gov.uk/content/sheffield/home/housing/tenancy-law-rights-advice-for-landlords.html>) about the steps we suggest landlords take, and it is a requirement that Snug landlords follow these steps where allegations of anti-social behaviour are received, depending on the circumstances of the case. This involves making reasonable investigations and taking appropriate steps to address the alleged behaviour.

## 5.12 Respect for privacy and right to 'Quiet Enjoyment' and unlawful eviction

5.12.1. All tenants have the right to 'Quiet Enjoyment' in their home. This is the right to live in the property free from interference and disturbance by their landlord or anyone acting for the landlord. We expect all landlords and agents to respect that right, and especially Snug landlords. Respecting the right to Quiet Enjoyment includes recognising that a tenant has 'exclusive possession' of the property of which they have a tenancy, which means that they have the right to exclude all others from the premises they rent (e.g. whole house or room), including the landlord, for the duration of the tenancy.

5.12.2. The main exception to this is the rights the landlord must inspect for, and carry out, repairs and other works (such as dealing with health and safety hazards) which the landlord has a legal obligation to carry out.

5.12.3. We would deem disconnecting the internet provision as incompatible with the standards expected within Snug.

5.12.4. CCTV will not be installed in living areas

5.12.5. Examples of breach of the right to Quiet Enjoyment include changing locks without notice, going into the property against the tenant's wishes, disconnecting fuel supplies, calling at unreasonable hours and intimidating behaviour. Any behaviour by a landlord or agent which causes a tenant or other lawful occupier to feel uncomfortable in their home, and which is not necessary to fulfil legal statutory obligations such as those relating to health and safety, is likely to be a breach of Snug standards.

5.12.6. If a landlord makes a tenant leave without going to the County Court for possession, e.g. by changing the locks or moving someone else in, they are likely to have committed the criminal offence of unlawful eviction under the Protection from Eviction Act 1977.

5.12.7. It is also a criminal offence under the Protection from Eviction Act 1977 to commit acts which you should know would cause a tenant to leave. Examples include disconnecting fuel supplies, intimidating behaviour, calling at the property late at night, entering without permission (except when it's legal to do so) or doing repairs which unnecessarily inconvenience and disrupt the tenants.

5.12.8. The Council takes allegations of unlawful eviction or harassment of a tenant very seriously. Each case is investigated with a commitment to prosecute where appropriate. However, even where the Council does not prosecute, where on the balance of probabilities we think that a landlord has withheld services unlawfully, breached a tenants' right to Quiet Enjoyment or interfered with their peace and comfort without good cause, then we reserve the right to suspend, withdraw or refuse membership of Snug.