



Liverpool Student Homes Homestay Registration and The LSH Standards

Introduction to The LSH Standards

The LSH Standards contain a number of common sense undertakings to enable Homestay providers and their guests to agree to do business together. These undertakings are designed to be achievable by both owners and guests without significant expenditure of time and money and without prejudice to their legal rights.

To see the full LSH Standards please refer to section 2 of this publication. Please read it carefully to decide whether you are able to give your full commitment at this stage. For clarification on the clauses and guidance on meeting the LSH Standards turn to section 3. If you feel that as a Homestay provider that you comply with all the clauses of the LSH Standards then you may register your property.

Sanctions will be taken against Homestay providers who sign up to the LSH Standards, and are found to be in breach of its clauses. This publication contains the details of the sanctions and how breaches of the code are reported.

Section 4 of this publication sets out the responsibilities that might be expected from your guests, you should be aware that the LSH Standards is not signed by guests.

The benefits of The LSH Standards:

- This proves to students that you have given a commitment to quality and service
- You and your guests will benefit from good standards of housing management practice
- Misunderstanding and disputes will be reduced
- Where problems do occur they can be resolved effectively and quickly

The aim of The LSH Standards is:

- To improve the quality of accommodation and the choices that students have when it comes to finding suitable accommodation
- To encourage good practice in management and maintenance
- To provide an effective marketing tool for homestay providers who give a commitment to quality

We hope that you will find this initiative useful and trust that you will continue to work with us to ensure that Liverpool remains an attractive place to study and live. The LSH Standards will be reviewed on an annual basis.

Section 1. Marketing, the Homestay provider will:

- 1.1 Provide accurate information and images relating to the property
- 1.2 Ensure telephone calls are answered at times stated in advertisements
- 1.3 Offer prospective guests a viewing of the property, having due regard to the rights and comfort of existing guests
- 1.4 Ensure that they or their representatives do not approach prospective guests with the intention of persuading them to view their properties within 100 metres of the Liverpool Student Homes office

Section 2. The License Agreement, the Homestay provider will:

- 2.1 Not demand money before the creation of a license agreement
- 2.2 Issue clear written instructions for the payment of rent
- 2.3 Issue a full set of the agreements to the guest at the start of the license agreement that is written in clear English in a type size of not less than 10 points
- 2.4 Ensure the license agreement contains no clauses that conflict with the guest's legal rights or the terms of The LSH Standards
- 2.5 Allow prospective guests a minimum of 24 hours to consider the letting agreement before asking them to sign the license agreement
- 2.6 Clearly state who is responsible for the payment of all service charges and amenities
- 2.7 Ensure that the terms of the license agreement shall only be amended following the receipt of written consent from the guests
- 2.8 Ensure that any works that have agreed to be carried out before the guests move in should be confirmed in writing and attached to the license agreement

Section 3. At the commencement of the agreement, the Homestay provider will:

- 3.1 Serve the relevant notices on any incumbent guests to ensure vacant possession for the incoming student/guest
- 3.2 Ensure that the property is in a good state of repair when the guest arrives

Section 4. Financial Arrangements, the Homestay provider will:

- 4.1 Not demand money on an unreasonable basis
- 4.2 Issue written receipts for all transactions
- 4.3 Where service charges are levied by the Homestay provider, such services and charges are properly specified and detailed in the agreement.
- 4.4 Provide itemised bills showing utility expenses incurred on the property for any charges not included within the rent

Section 5. Safety, the Homestay provider will:

- 5.1 Ensure there is a fully working fire detection system
- 5.2 Ensure that there is the provision of a fire blanket (BS6575) in the kitchen
- 5.3 Ensure that, where there is a duty, a Fire Risk Assessment is carried out on common areas between each change of student/guest
- 5.4 Supply the guests with guidance on the safe use of all cooking and heating appliances
- 5.5 Have gas safety checks carried out annually on each property in full compliance with gas safety (installation and use) regulations 1998
- 5.6 Ensure that, where appropriate, a working carbon monoxide detector is fitted (conforms to British Standard EN5029)
- 5.7 Have the electrical installation (including wiring, switches and sockets) checked and shown to be in a safe condition and good working order and supported by a certificate from a competent electrician who is a member of a nationally recognized body (eg. NICEIC). Any report should show how often the installation should be re inspected, subject to a maximum of 5 years
- 5.8 Ensure all electrical appliances supplied are tested and shown to be in a safe condition
- 5.9 Have an adequate number of electrical sockets within each room
- 5.10 Ensure no form of bottled gas or paraffin heaters will be used in the property
- 5.11 Ensure all exit routes such as hallways, landings and staircases, as far as reasonably practical will be maintained safe, unobstructed and free from fixtures and fittings to enable safe evacuation in the event of fire

Section 6. Security, the Homestay provider will:

- 6.1 Ensure that all external doors are of solid construction
- 6.2 Ensure that external door frames are of strong construction and well secured to jambs
- 6.3 Ensure that ground floor windows and other windows accessible from the ground floor are fitted with locks
- 6.4 Ensure that property boundaries are well secured and properly maintained
- 6.5 Ensure that plants and shrubs shall not be allowed to obstruct the pavements or other public areas surrounding the property

Section 7. Repairs, the property owner will:

- 7.1 Ensure that any repairs will be carried out punctually, effectively and efficiently within reasonable time scales and due consideration will be shown to the guests privacy

Section 8. Access, the Homestay provider will:

- 8.1 Ensure they respect the guest's right to privacy and will not enter the guest's bedroom, except in a genuine emergency, without permission. Members of the Homestay provider's family will also not enter the room without permission of the guest
- 8.2 Ensure that business is pursued by him/her in a professional, courteous and diligent manner at all times

Section 9. Furniture and storage, the Homestay provider will:

9.1 Ensure that study bedrooms contain a bed, adequate storage for clothing, a desk/workstation and chair, and curtains or blinds

9.2 Ensure that all furniture and furnishings are in a clean good condition at the commencement of the agreement and comply, as appropriate, with the Furniture and Furnishings (Fire safety regulations)

Section 10. Kitchen Facilities, the Homestay provider will:

10.1 Ensure that the guests have a clear understanding of their allowed use of the kitchen, and associated facilities eg washing machine, fridge, dryer, cooker

10.2 Ensure that the guest has a dedicated area within the fridge to store food if they so wish

10.3 Ensure that the guest has full instructions on how to use kitchen appliances. These instructions will be given on the first day of occupancy

Section 11. WC and washing facilities, the Homestay provider will:

11.1 Ensure that an adequate number of suitably located WC's, baths and/or showers and wash basins are provided with constant hot and cold water supplies as appropriate

Section 12. Housing Health and Safety Rating System, the Homestay provider will:

12.1 Ensure that the property is maintained as reasonably practicable, free of avoidable or unnecessary hazards as defined in the Housing Health and Safety Rating System (See attached schedule)

Section 13. Hygiene, the Homestay provider will:

13.1 Ensure that all facilities, including the preparation, cooking and storage of food will be capable of cleansing and being maintained in a clean and hygienic state by the guests.

13.2 Ensure that the guest will have access to a working vacuum cleaner, and other cleaning apparatus

Section 14. Outside areas, the Homestay provider will:

14.1 Ensure that the exterior of the property and garden areas are presentable and free from obstruction and litter, so as not to detract from the overall look of the area

14.2 Make it clear to the guest how they can use the garden

Section 15. Deposits, the Homestay provider will:

15.1 Issue guests with clear written instructions regarding the standard of cleaning and other arrangements for bringing the contract to an end, so as to avoid misunderstandings at the end of the agreement

15.2 Ensure that deposits are returned, following a joint inspection on the day that the room is vacated, not later than 14 days of the end of the agreement

15.3 Ensure that if any part of the deposit is retained a written statement will be made to the guest detailing reasonable deductions (including a copy of any appropriate invoice)

Section 16. Other provisions, the Homestay provider will:

16.1 Accept that where disputes occur, reasonableness and promptness in dealing with issues by both parties is the key to amicable and effective resolution of the problems. Homestay providers must therefore undertake to maintain courteous, professional relations with guests during any dispute

Guest's participation in The Standards

- Should make any payments due including deposit, rent and charges promptly
- Agree the inventory with the Homestay provider within 7 days of moving in
- Promptly report any repairs
- Make records of any telephone calls that are made with the owner's permission
- Take care of the property, its furniture and equipment, and pay, where determined the guest is responsible, for any damage
- Use all security measures provided
- Treat fire detection and protection equipment responsibly and only for the purpose that it is intended
- At the end of the agreement promptly return any keys to the Homestay provider
- Leave the property in a clean and tidy state
- Behave in a courteous, polite and fair manner towards the owner, other members of the household, neighbours and any visitors to the property

Responding to complaints

Homestay providers will respond to any complaint made through Liverpool Student Homes. Where a complaint is received from a guest the Homestay provider will receive the following:

Stage 1: A telephone call detailing the nature of the complaint, at which stage every attempt will be made to resolve the issue. Failure to respond to Stage 1 will result in:

Stage 2: A letter further detailing the nature of the complaint and requesting a response within 7 working days. Failure to respond to Stage 2 will result in:

Stage 3: A reminder letter requesting a written response within 7 working days. Failure to respond to stages 1, 2 and 3 will result in:

Stage 4: A final letter detailing alleged breaches of The LSH Standards. Failure to respond to this final correspondence will result in all rooms advertised being suspended until a response is provided.

A guest or a Homestay provider may request The LSH Standards Officer to arrange a meeting for all parties to attend to attempt to resolve any alleged breach of any clause

within The LSH Standards. This can include guest breaches of Section 4 and involve guest to guest complaints. With the agreement of all parties The LSH Standards Officer or designated LSH officer will act as a mediator with the sole purpose of assisting parties to reach an agreement. Prior to any meeting taking place, The LSH Standards Officer or designated LSH Officer will distribute to all parties a Code of Conduct document on how the meeting will be conducted.

The overriding purpose of this section of The LSH Standards is to try to assist in the resolution of any dispute between the participants.

However where The LSH Standards Officer is unable to resolve the complaint or deems the breach of The LSH Standards to be sufficiently serious, they may refer the matter to the Arbitration and Sanctions Panel, and inform the Homestay provider accordingly. The Arbitration and Sanction Panel shall hear the complaint and allow the Homestay provider the opportunity to respond. Should the panel find in favour of the complainant they may impose the following sanctions, and inform the Homestay provider accordingly.

Level 1 Inform the Homestay provider they have breached The LSH Standards

Level 2 Inform the Homestay Provider they have breached The LSH Standards and recommend a suitable recovery plan

Level 3 Publish the details of the Level 2 sanction on the LSH website

Level 4 Suspend the Homestay provider for a period of not less than 12 months

Level 5 Cease to advertise the Homestay provider's property through Liverpool Student Homes

Level 6 Cease to advertise the Homestay provider's property through Liverpool Student Homes, report the Homestay provider to relevant enforcement agencies for possible legal action and advertise details of the decision of the Panel to the wider community

Any sanctions imposed at Level 3 or above will be displayed on the Liverpool Student Homes website.

The LSH Standards Officer has the authority to impose a sanction at Level 1 or 2, but shall only do so after providing a full written explanation to the Homestay provider. The Homestay provider shall have the right of appeal to the Panel should they disagree with the decision of The LSH Standards Officer, however the Panel has the authority to impose a higher sanction.

Where a Homestay provider fails to respond to correspondence from The LSH Standards Officer relating to any alleged breach of The LSH Standards at Stages 1, 2 & 3, after the expiry of 14 days from the date of such correspondence The LSH Standards Officer may refer the alleged breach to the Chairperson of the Arbitration and Sanctions Panel for consideration.

The Chairperson may, in his or her absolute discretion, choose to consider the matter on the basis of the information provided and is authorised to impose any Level of sanction under The LSH Standards without an oral hearing of the parties and whether sitting alone or with the assistance of the Panel.