



# Dundee Student Homes Terms and Conditions:

## 1.1 All applicants to, and members of, the Dundee Student Homes Standard agree that they will:

1. Be registered landlords/agents, and provide upon request their Landlord Registration number.
2. Maintain an HMO license (if appropriate), and provide upon request your HMO license number.
3. Register, and remain registered, with Dundee City Council's free Dundee Landlord Accreditation scheme (DLA), comply with the DLA Code of Standards, and provide upon request their DLA number.
4. Provide and maintain accommodation which offers an appropriate environment conducive to well-being and study, the appropriateness of which shall be decided at the sole discretion of Dundee Student Homes.
5. Provide detailed and accurate information for property advertisements including photographs of the exterior and interior of the property.
6. Complete repairs in a reasonable timeframe. Under normal circumstances these would be in line with or better than the Dundee Student Homes Repairing Standard.

### The Dundee Student Homes Repairing Standard:

Priority	<b>One:</b> Emergency repair	<b>Two:</b> Urgent repair	<b>Three:</b> Non-urgent repair
Definition	Any issue that poses a risk to the health and safety of the tenants or serious damage to the property or property nearby. Or any repair necessary to restore a vital service.	Repairs to defects, which materially affect the comfort or convenience of the residents.	Reactive repairs not falling within the priority one or two.
Timescale for repair	Complete within 24 hours of report. (Initial temporary repair may be carried out before full repair at a later date)	Complete within seven working days of report	Complete within 20 working days of report
Examples: (this is <b>not</b> an exhaustive list).	<ul style="list-style-type: none"> <li>• Gas Leaks</li> <li>• Dangerous electrical faults</li> <li>• Lighting failure</li> <li>• Serious water leaks</li> <li>• Faulty front door locks</li> <li>• Lack of security to doors and windows</li> <li>• Failure of hot or cold water</li> <li>• Failure of heating system (in heating season(s))</li> <li>• Failure of cooking facilities</li> </ul>	<ul style="list-style-type: none"> <li>• General electrical faults</li> <li>• Replacement of unsound flooring</li> <li>• Repairs to joinery (urgent)</li> <li>• Re-glazing</li> <li>• Failure of white goods (e.g. washing machine/ dishwasher)</li> </ul>	<ul style="list-style-type: none"> <li>• General roofing repairs (non-urgent)</li> <li>• General plumbing repairs</li> <li>• Repairs to rainwater goods</li> </ul>



7. Act in a fair, honest and reasonable way in all dealings with prospective and/or existing tenants. No prospective and/or existing tenants will be treated less favourably than any other person or groups of persons because of their status as a student/staff member, age, disability, gender, marriage or civil partnership, pregnancy or maternity, race, religion or belief (including lack of religion or belief), sex or sexual orientation.
8. Follow the Dispute Management, and Standards Enforcement and Resolution process outlined below (3.1 & 4.1).
9. Inform Dundee Student Homes if their DLA membership, Landlord Registration, or HMO Licence (if applicable) lapses/or is removed.

## 1.2 All tenants renting properties advertised as being part of the Dundee Student Homes Standard agree that they will:

1. Pay rent on time according to pre-agreed schedule.
2. Act according to the terms of the tenancy agreement.
3. Report any damages, wear and tear, or appliance break-downs to their Landlord/Agent as soon as possible.
4. Remember that they are part of a community and should treat fellow residents, neighbours, the accommodation, the landlord or agent and any members of their staff or contractors with consideration and respect at all times.
5. Remember that they are responsible for their behaviour.
6. Act in a fair, honest and reasonable way in all dealings with Landlord(s) and/or agents, treating them with respect, regardless of their age, disability, gender, marriage or civil partnership, pregnancy or maternity, race, religion or belief (including lack of religion or belief), sex or sexual orientation.
7. Remember that misconduct/bad behaviour could contravene University of Dundee or Abertay University Ordinances or Codes. Refer to University of Dundee, [Ordinance 40](#) and Abertay University [Code of Student Discipline 8.23](#) as appropriate.
8. Follow the Dispute Management, and Standards Enforcement and Resolution process outlined below.

## 2.1 International Friendly Accreditation

This additional free accreditation is available to Landlords/Agents who agree to the criteria below. Landlords/Agents are not obliged to accredit their property/properties as “International Friendly”. However, those who are “International Friendly” accredited will have their property advertised with the “International Friendly” logo, and international students will be encouraged to search for Landlords/Agents which have accepted these terms.

Although it is common for landlords/agents to request advanced rental payments for those students without UK guarantors it should be remembered that:

In order to obtain their visa, international students must prove that they have the funds to pay for:



Tuition Fees of c. £16,000 per annum and,  
At least £1,015 per month of studies (up to a maximum of 9 months) for living costs.

International Staff must usually prove that they will be achieving a salary of at least £20,800 per annum.

2.2. Landlords or agents who agree to the International Friendly Accreditation must ensure that:

- a. there is no requirement for guarantors to be UK based;
- b. there is no requirement for more than three months' rent to be paid in advance, with all other rent paid monthly/ as normal by agreement;
- c. tenants are provided with additional Welcome Information based on the Dundee Student Homes International Welcome Outline Document.

### 3.1 Dispute Management

Landlords or their Agents will:

1. Respond professionally and promptly to tenants or tenants' representatives in writing (by a letter sent by recorded delivery or by email) within 14 days of receiving correspondence.
  2. Ensure that any settlements and agreements reached are honoured within 28 days of the agreement being made.
- 3.2 If any dispute cannot be resolved amicably through this process the landlord/agent or tenant may raise a complaint through this Standard (see Section 4.1: Standards Enforcement and Resolution) or, if they are operating a Private Residential Tenancy, may raise the issue to the First Tier Tribunal (if applicable).

### 4.1 Standards Enforcement and Resolution

Dundee Student Homes will conduct an open and transparent investigation into any complaints made by tenants using the following process:

1. If tenant(s) feel the requirements of the Standard have not been met, they will be asked to read the Standard carefully and complete a Dundee Student Homes Complaint Form (available on the Dundee Student Homes website), identifying the clauses they feel have not been met.
2. Our **Accommodation Support Worker** will contact the landlord/agent formally requesting a response to the tenants' feedback.
3. If the complaint cannot be resolved at this stage, the landlord/agent and their tenants will be invited to attend a mediation meeting. At this meeting the landlord/agent and their tenants will be given the opportunity to provide evidence to support their case. This will be



held in our offices, as a neutral location, and will be led by one of the management team.

4. At this stage, it will be decided whether the Dundee Student Homes Standard has been breached.  
If Dundee Student Homes is satisfied that the Standard has not been breached, then no further action will be taken. However, the tenants will have the right to have this decision re-examined by the **Dundee Student Homes Hearing**.
5. If a breach has occurred and the Landlord/Agent agrees to rectify this within a reasonable time period, no further action will be taken. However, the tenants will have the right to have this decision re-examined by a **Dundee Student Homes Hearing**.
6. If the landlord/agent fails to rectify the breach within the agreed time period, or if a solution was not reached during mediation, the **Dundee Student Homes Hearing** will meet. The Hearing panel is made up of representatives from: Abertay University, the University of Dundee, Abertay Students' Association (Abertay SA), Dundee University Students' Association (DUSA), and Hillcrest Housing Association. The Hearing will decide to take one of the following actions:
  - No further action.
  - Referral to processes at Dundee City Council, the First Tier Tribunal or other external bodies (as applicable).
  - Request that the Landlord/agent fulfils the requirements of the Standard in the future (any further breaches may lead to further action).
  - Suspension from the **Dundee Student Homes** service for a determined period, including removal of property adverts and access to the service.
  - Suspension from the **Dundee Student Homes** service indefinitely, including removal of property adverts and access to the service.
  - Both the tenant and the Landlord/agent will have the right to have the decision re-examined by **Dundee Student Homes Hearing**.

The decisions of Dundee Student Homes Hearing will be anonymised and made public on the Dundee Student Homes website.

**The following circumstances are likely to lead to an applicant being refused membership, or to membership being revoked:**

- The applicant or member is known to Dundee Student Homes as having practiced poor management or conducted business in any way that would, in the opinion of Dundee Student Homes, bring the standard into disrepute or damage the reputation of Dundee Student Homes.
- Using their involvement in this or any other accreditation standard in a manner which is either fraudulent or intended to deceive,
- Acting in breach of or failing to maintain the standards required under the Standard's terms and conditions, or otherwise acting in such a manner as to bring the Standard into disrepute.
- Unlawful discrimination of any kind.



- Conviction of any criminal or civil offence which could be construed as being relevant to the letting business, including fraud, dishonesty, violence, drugs, or sexual offences.
- Contravention of any provision of laws or regulations relating to housing, planning, fire, health and safety or of landlord or tenant law or legislation, such as having been subject to proceedings by a local authority or other regulatory body or failing to have in place relevant safety certification.
- Committing a material breach of any term of this Standard.
- Being subject to a valid complaint made to Dundee Student Homes which would reasonably justify the opinion that the conduct is inconsistent with the aims of the Standard.