

Milton Keynes Private Landlords' Association (Landlords MK)

Milton Keynes Private Landlords' Association (Landlords MK) is a non-profit organisation. The Association is run by a team of elected volunteer members who have a wide range of experience in a diversity of professions, as well as all being landlords themselves.

The Association's objective is to bring landlords together to share experiences and to provide a platform for landlords to express their views and have their interests represented both locally and nationally.

The Association was established to:

- Improve the overall professionalism of landlords providing Private Rented Sector (PRS) property within Milton Keynes and the surrounding area.
- Ensure that members' properties are of good standard and thereby offer quality accommodation to the tenants.
- Work with the local council and housing-related agencies or charities to ensure that the needs and rights of tenants and landlords are met fairly and in a balanced way.
- Provide guidance to landlords in terms of best practice and to ensure that all members adhere to a professional code of practice (attached).

It is important that landlords are aware of legislation and procedures that affect their business. The Association aims to raise awareness and provide education, information and advice through regular public meetings with expert guest speakers, as well as frequent updates through newsletters and e-bulletins. Landlords MK recognises that there are numerous individuals and organisations involved in the private rental sector and that the best way to avoid future problems within the sector is to ensure that all those involved understand their roles.

Landlords need to be willing to offer good quality accommodation at a fair rent and to abide by the law, or best practice when dealing with tenants. Tenants need to be willing to abide by the terms of their contract, pay the rent that is due and have respect for both the landlord and the property in which they live.

The Council and other housing-related agencies need to work in cooperation with the landlord community to ensure that the housing need of the Milton Keynes population is met in the optimum way, without damaging the ability of landlords to conduct their business profitably. By promoting best practice amongst its members and educating both landlords and tenants, Landlords MK hopes to improve the overall private rental sector housing in the Milton Keynes area.

Code of Practice

1. The Milton Keynes Private Landlords' Association (MKPLA) Code of Practice (CoP) is designed to raise and maintain standards in the private-rented sector. It sets out the standards of good practice that member landlords are expected to observe in connection with the letting of their residential properties, and it seeks to promote good relations between landlord and tenant by ensuring a good standard of service to tenants.
2. Members of the MKPLA, whether they manage their lettings themselves or do so through an agent or any third party, are expected to observe the CoP.
3. Amendments to the CoP will be made as necessary by the Committee of the MKPLA and notified to members. Should there be any inconsistency between legislation and the CoP, legislation will take precedence.

4. Business Conduct

1. Dishonesty deception or misrepresentation or intimidation shall not be used.
2. Good principles and the law relevant to residential landlords shall be observed at all times.
3. Members will not discriminate on grounds of sex, race, age, religion, marital status or disability.

5. Creating a Tenancy

1. The landlord should provide tenants with a written statement of the terms of their occupancy, stating the:
 - Address of the property being let, and what it is.
 - 2.1.2 Start and end dates of the tenancy period;
 - Rent terms (frequency and method of payment);
 - Deposit amounts (and how the deposit will be protected);
 - Landlord's contact address in the UK for the service of notices.
2. The landlord will make every effort to assist the tenant with the understanding of their tenancy agreement, referring them if necessary, to an independent body for further advice.
3. The landlord will inform the tenant in writing of any additional charges, utility bills, ground rent or maintenance charges that the tenant will be required to pay during the tenancy, stating where possible the amounts for each and the frequency and method of payment.
4. The landlord will provide the tenant, at the beginning of the tenancy, with a telephone number or other means of contacting the landlord or their agent in an emergency; in particular when the landlord is absent.
5. The landlord will give such reasonable assistance as is required by a local authority to enable a tenant to claim housing benefit.
6. If a tenancy is managed by an agent or other third-party there should be communication between the landlord and the agent regarding the MKPLA code of practice and its recommendations.

6. Maintaining a Tenancy

1. MKPLA members are expected to abide by relevant landlord/tenant law, including racial equality and disability legislation, in the management of their lettings businesses. Where not covered specifically by the CoP, landlord/tenant law will, by implication and by default, be considered part of the CoP.
2. In particular:
 - Tenants will be treated with appropriate courtesy and respect and will not be deliberately misled;
 - The landlord will act in a fair, honest and reasonable way in all their dealings with the tenant and will not, as far as is reasonable, disclose personal tenant information to other parties without their consent;
 - The landlord will acknowledge promptly (usually within two working days of receipt) all communications received from the tenant;
 - The landlord will inform the tenant of any change of manager or landlord contact details;
 - The landlord will abide by the rules of any tenancy deposit scheme of which s/he is a member and accepts that any breach of relevant scheme rules may result in a review of MKPLA membership;
 - All disrepair in the property for which the landlord is responsible will be attended to promptly, with minimum disturbance to the tenant. Wherever possible urgent repairs will be dealt with within 3 working days and less urgent repairs as soon as practicable;
 - The landlord will respect the tenant's rights to peaceful and quiet enjoyment of the property and will, emergencies excepted, ensure the tenant is given reasonable notice of at least 24 hours when access to the property is required by the landlord or agent;
 - The landlord will provide the tenant with accommodation that complies with legal requirements relating to the fitness of accommodation (including, but not limited to, the provision of furniture, gas and electrical supply and appliances and their service/maintenance and repair, provision of rent book for weekly tenancies as appropriate, and local authority occupancy standards);
 - The landlord will, when requested, provide the tenant with a written statement of their tenancy account within five working days;
 - Before proceedings are commenced, the tenant will be notified of any breach of the tenancy agreement that is to be used as a basis for legal proceedings against the tenant.

7. Determination of a Tenancy

1. Members taking and holding a tenancy deposit, or on whose behalf a letting agent takes and holds a tenancy deposit, will do so in accordance with any legal requirements for the protection of deposits which may be in force at the time. At the end of the tenancy the landlord will return any deposit paid by the tenant promptly in accordance with tenancy deposit protection legislation in effect at the time.
2. The landlord will not refuse a tenant a reference for the purposes of securing a new tenancy, without good cause.

8. Complaints

1. The MKPLA will require a complaint against a member to be made in writing, with the name, contact details and, where appropriate, the position of the complainant, included. E-mail is acceptable. Under arrangements made by the Committee of the MKPLA, the complaint will be investigated with a view to ensuring it is relevant, appropriate and presents a possible breach of the CoP. This will include checking that the landlord's membership of the MKPLA was valid at the time of the alleged breach of the CoP. If the complaint is considered inappropriate the MKPLA will inform the complainant in writing of the reason for rejection.
2. If a complaint is considered valid, the MKPLA will acknowledge receipt of the complaint and advise the complainant that it will be investigated.
3. The procedure will be as follows:
 1. A director or senior member of staff will be appointed to investigate the complaint. This person will first attempt to resolve the issue by mediation.
 2. If mediation fails, a report with a recommendation will be submitted to the Committee of the MKPLA, which will consider it at the earliest reasonable opportunity.
 3. If the Committee of the MKPLA accepts a recommendation that the member concerned is in breach of the CoP, the Secretary will write to the member concerned informing them of the Committee's conclusion.
 4. If the Committee accepts a recommendation that the member concerned is not in breach of the CoP, Secretary will write to the member accordingly and informing them that no further action will be taken.
 5. If the Committee accepts a recommendation that a member is in breach of the CoP and decides that the breach is of sufficient gravity to warrant exclusion of that member from membership of the MKPLA, Chairman will write to the member concerned advising them that the Committee is 'minded to' exclude them from membership.
 6. In this situation the following procedure will apply:
 1. The member will be offered the opportunity to make written representations to the Committee/Fellows within one month as to why the Committee's decision should not be confirmed. Oral representations will not be accepted.
 2. Taking into account any written representations, the Committee will reaffirm its decision or change it.
 3. Chairman will write to the member informing them of the Committee's decision.