



For office use:

<b>Name:</b>	
<b>Ref:</b>	
<b>Date:</b>	

## Mid Market Rent Application form

If you need more information or help to fill in this form, please contact us by emailing [mmr@shettleston.co.uk](mailto:mmr@shettleston.co.uk)

If you need this document in large print, Braille, audio or another language, please contact us on 0141 763 0511 or by emailing [mmr@shettleston.co.uk](mailto:mmr@shettleston.co.uk)

Please **print and return a hardcopy** application to -:

**Helen McGregor House**  
**65 Pettigrew Street**  
**Glasgow**  
**G32 7XR**

### Please note the following -:

- Electronic applications will not be accepted
- Forms will be disregarded if information provided is illegible or incomplete
- You may be invited for an interview to verify the information provided in the form
- If invited to interview, you will be required to bring photographic ID such as a passport or driving licence
- Pets are not permitted in the properties
- We may carry out a credit check
- Eligibility for a Mid Market Rent property will be based on income and employment status, however we will also take into account your household size.
- Your application will be prioritised using the following basic criteria -:
  - Are employed, or have an offer of employment
  - Have a gross\* household income within the range of £18,000 - £40,000

Letting Agent registration number - LARN1907017

East End Housing Development Co - Registered Landlord Number - 305091/260/27591

If you are successful you must occupy the property as your only or principal home.\*Please note that gross household income is based on the total combined income of **all the proposed occupants before tax is deducted**. This figure should also include any benefits or payments in addition to a salary paid by an employer to any member of the household.

**ABOUT YOU (Please complete in BLOCK CAPITALS)**

**1. Applicant Information**

	Main Applicant	Joint Applicant (if any)
<b>Title</b>		
<b>First Name</b>		
<b>Last Name</b>		
<b>Present Address</b>		
<b>City</b>		
<b>Postcode</b>		
<b>Date of Birth</b>		
<b>Telephone Number</b>		
<b>Mobile Number</b>		
	<b>Relationship to Applicant</b>	
<b>National Insurance No:</b>		
<b>Email Applicant 1</b>		
<b>Email Joint Applicant</b>		

## ABOUT YOUR FAMILY OR HOUSEHOLD

### 2. Proposed Occupants (excluding Main or Joint applicant)

Please provide information on anyone who **will be** occupying the property with you. This should include anyone currently living with you that will be moving with you and those who are not presently living with you but plan to occupy the property -:

First Name	Last Name	Relationship to You	Date of Birth	Sex (Male / Female)	Is this person currently living with you? (yes or no) If not, what is their current address?

### 3. Addresses for Occupants (excluding Main or Joint applicant)

Please include the current address of anyone not presently living with you, but will be moving with you and is included on the above list in question 2.

First Name	Last Name	Current Address	Landlords Name & Address

**4. Current Living Accommodation**

Please advise of your current living accommodation (Main and Joint applicant only)

<b>Current Accommodation – Please tick appropriate option</b>	<b>Main Applicant</b>	<b>Joint Applicant</b>
Date of entry		
Current Landlords Name & Address		
Home Owner		
Local Authority tenant		
Registered Social Landlord (Normally a Housing Association or Housing Co-operative tenant)		
Private rented tenant		
Lodger		
Living with parents / relatives		
Tied accommodation		
Other (please state) :		

**5. Is anyone in your proposed household pregnant? (please circle) Yes / No**

If yes, please give details below, including the expected birth date of the child(ren). We will need to see proof of the expected date of delivery.

.....

.....

## REASONS FOR APPLYING FOR A NEW HOME

### 6. General Information

Please confirm your reasons for applying for a Mid Market Rent property? (please tick all that apply) -:

Current home too expensive

Relationship breakdown

Illness or disability

To live independently

Homeless or threatened with homelessness

To give or receive support

Domestic abuse

Crime or fear of crime

For work or study

Harassment

Under occupying

Overcrowding


Other (please state below)

.....

.....

.....

## EMPLOYMENT AND FINANCIAL DETAILS

### 7. Salary/Employment (including Main and Joint Applicant and all proposed household members in employment)

In order to qualify for a Mid Market Rent property your **household** income should normally be within the ranges specified under the Eligibility Criteria. Please include details of the Main and Joint Applicant **and all** proposed household member(s) in employment (ie including those currently living with you and those who are not currently living with you but plan to occupy the property.)

Name	Full-Time/ Part-Time	Gross Salary Per Annum	Job Title/ Employers Name and Address	Employers Contact Email Address and Phone Number

### 8. Other income

Please specify any other income your household will receive (per annum). Evidence must be provided for all household income elements, the accepted evidence list is contained within the Qs and As leaflet:

	(Per annum)	Documentation Attached (please tick)	Name of recipient
Bonuses / Commission	£		
Sickness Benefit	£		
Unemployment Benefit	£		
Housing Benefit	£		
Bank Interest	£		
Superannuation or Pension from Previous Employment	£		

Working families tax credit	£		
Child benefit	£		
Child maintenance payments	£		
Widow's pension	£		
Shareholder's profits	£		

Other (please state below)

.....

**9. Documents required**

The following **original** documents should be brought along with your completed application form as evidence (for any proposed member of the household) of income. Copies will be taken at the time, and originals will be returned.

**Salary**

If salary is paid on a monthly basis you need to provide copies of pay slips from the last 3 months

If salary is paid fortnightly we need the last 6 salary slips

If salary is paid on a weekly basis we need slips from the last 13 weeks

**Employment**

If you are unable to provide salary information we can also accept evidence from your employment from a copy bank statement, along with a copy of your contract or a letter from your employer confirming current employment and gross salary. This must be on a company letterhead paper and signed

**Self-Employment**

If you are self-employed please include your most recent audited accounts

**Other income sources**

Supporting documentation for all other eligible sources of income ie Child benefit, Working Tax Credit Pension Payments etc

**Not in employment**

If you are not in employment, but have an offer of employment, we will need a copy of the offer letter from your prospective employer, this letter must confirm your gross starting salary

## 10. WHERE YOU'VE LIVED BEFORE

Please give your address and your landlord(s) address covering the last 5 years. Tenancy references will always be sought. If you were not a tenant – please ignore the landlord details and simply fill in your relevant information

	Main Applicant		Joint Applicant	
<b>1<sup>st</sup> Previous Address</b>				
Tenure of property Eg owned / parents (if not a rented property)				
Tenancy / Occupation Dates	From	To	From	To
Reason for Leaving				
Landlords Name & Address (where applicable)				
<b>2<sup>nd</sup> Previous Address</b>				
Tenure of property Eg owned / parents (if not a rented property)				
Tenancy / Occupation Dates	From	To	From	To
Reason for Leaving				
Landlords Name & Address (where applicable)				
<b>3<sup>rd</sup> Previous Address</b>				
Tenure of property Eg owned / parents (if not a rented property)				
Tenancy / Occupation Dates	From	To	From	To
Reason for leaving				
Landlords Name & address (where applicable)				

Please use another sheet of paper if more space is required.



**WE MAY SEEK FURTHER CLARIFICATION ON THE FOLLOWING QUESTIONS FROM YOUR  
PREVIOUS LANDLORD AND/OR EMPLOYER :**

**11. Has anyone ever taken action against you or anyone on your application for anti –social behaviour? (This would include written warnings, court action, previous evictions and Anti-Social Behaviour Orders).**

YES

NO

If YES please give the full name of person(s) against whom action was taken:

.....

**12. Do you, or anybody you are applying with, have to register with the police under the Sex Offenders Act 1997 and / or the Sexual Offences Act 2003**

YES

NO

If YES please give the full name of person(s) who has to register:

.....

**13. Do you or a member of the proposed household own a pet?**

YES

NO

If YES please give details

.....

**14. RSL Waiting list**

	Name
Is anyone named on your application also on the waiting list for a Social Landlord?	

If so, please advise which Social Landlord ?

.....

.....

## YOUR DECLARATION AND SIGNATURE(S)

### 15. Relationship to Staff or Committee Members of either Shettleston Housing Association/Directors of The East End Housing Development Company/Upkeep.

Special permission is needed for us to offer accommodation to employees, committee members or their close relatives. Are you or anyone of your household a member or related to a member of staff or committee of the Association/Directors of Shettleston Housing Association/The East End Housing Development Company/Upkeep.

YES

NO

If YES, please give details:

.....

### 16. Data Protection Statement

All information provided within this application will be treated in confidence and comply with the relevant Data Protection Act. The information within this form will need to be verified by any relevant party and in signing this form you give consent for this to be carried out and for third parties to release the required information. The purpose of obtaining this information is to verify your current and previous housing circumstances and the information will only be used for the purpose of assessing your re-housing needs and requirements (The information will be held securely in our files and will be used for the purpose of assessing your housing need as defined in the East End Housing Development Company Limited's Allocation Policy. Should you be successful in obtaining accommodation with the East End Housing Development Company Limited, this form and any addition/updates will be held securely in your house file). After the granting of any tenancy, should any of the information you provide on this application be found to be false or misleading, this will be grounds for the East End Housing Development Company Limited to raise action against you to end the tenancy.

#### Data Subject Express Consent

In accordance with the Data Protection Act, information which is provided by you, which is defined as sensitive eg racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, mental or physical health, sex life, criminal records or allegations of criminal conduct, requires your express consent to enable us to process this information. It is therefore essential that you sign the form where indicated to confirm you are aware of the need for us to collect this information and to confirm your permission for this.

#### Invite to interview

If your application for Mid Market Rent appears eligible, and a suitable property is available, you will be invited to attend an interview by East End Housing Development Company. The purpose of this interview is to validate the information supplied in your application form.

**17. Declaration**

I/We certify that the information given in this application and any other application forms relating to this application is a true and accurate record of my/our present circumstances, if not the application/s may be invalidated.

East End Housing Development Company Limited has the right to apply in court for repossession of any dwelling/accommodation where the tenancy was found to have been granted on false or misleading information.

I/We agree to inform the East End Housing Development Company Limited of any changes in my/our circumstances.

I/we authorise East End Housing Development Company Ltd to make any necessary enquiries or investigations to confirm the details of this application.

East End Housing Development Company reserves the right to take up bank references or any other relevant references for any applicant being considered for a mid market rent property. We may also carry out a credit check.

East End Housing Development Company may approach your present or former landlord(s) to enquire if your tenancy has been satisfactorily conducted. Your permission is requested so that information about your tenancy may be disclosed to the organisation to comply with the Data Protection Act.

.....  
**Applicants' Signature**

.....  
**Joint Applicants' Signature (if applicable)**

.....  
**Date**

.....  
**Date**

Please return to the Mid Market Rent Property Team at the address shown below -:

The East End Housing Development Company  
Helen McGregor House  
65 Pettigrew Street, Glasgow G32 7XR

**Checklist**

Completed sections 1 -18 of the Stage 2 Application Form

Completed the Ethnic Monitoring Form – see attached

All relevant back up documentation is included for each person within the household


# EQUALITY AND DIVERSITY MONITORING FORM

East End Housing Development Company Limited is committed to the promotion of Equal Opportunities and as a result monitors all applications received to ensure that we do not directly or indirectly discriminate against disadvantaged groups and that our services reflect the needs of the population we serve.

To assist us in the process it is very important that the following questions are answered. However, if you choose not to answer any of these questions it will not affect your application or your right to our services.

## How would you describe your ethnic origin?

<b>White?</b>	Scottish	<input type="checkbox"/>
	Other British	<input type="checkbox"/>
	Irish	<input type="checkbox"/>
	Any other white background (self-define):	<input type="checkbox"/>

---

<b>Dual Heritage?</b>	Please specify dual heritage background if appropriate, e.g. Pakistani & Scottish (self-define):	<input type="checkbox"/>
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---

<b>Asian, Asian Scottish, or Asian British</b>	Indian	<input type="checkbox"/>
	Pakistani	<input type="checkbox"/>
	Bangladeshi	<input type="checkbox"/>
	Chinese	<input type="checkbox"/>
	Any other Asian background, e.g. Vietnamese, Malaysian Thai, etc (self-define):	<input type="checkbox"/>

---

**Black, Black Scottish, or  
Black British**

Caribbean

African

Any other black background (self-define):

---

**Other Ethnic Background?**

Any other background (self-define):

---

**How would you describe your household?**

Black/Minority

Ethnic

White

Dual e.g. (Pakistani/ Scottish

### **Disability Monitoring Categories**

**Do you consider yourself to have a disability as defined by the  
Disability Discrimination Act (DDA)?**

YES

NO

Mobility

Manual dexterity

Physical Co-ordination

Ability to lift, carry or otherwise move  
everyday objects

Speech, hearing or eyesight

Perception or the risk of physical danger

Memory or ability to concentrate, learn  
or understand

Other (self-define):

---

## Gender monitoring categories

How would you describe your gender?

Male

Female

How would describe your household?

Other (self-define):

---

Single Male

Single Female

Couple (different gender)

Couple (same gender)

Single Parent (Male)

Single Parent (Female)

Family (different gender couple with Children)

Family (same gender couple with children)

Other (self-define):

---

## Age monitoring categories

16-25

26-40

41-50

51-60

61-75

over 75

## Language monitoring categories

Please state the language you prefer to use?

e.g. English, Punjabi, Arabic, Sign, etc:

---

***Thank you for your help to monitor our service***





This leaflet should give you a general overview of Mid Market Rent. However, if your question is not answered here, please email us and we will do our best to help you. Email – [mmr@shettleston.co.uk](mailto:mmr@shettleston.co.uk)

### **What is Mid Market Rent?**

Mid Market Rent is a scheme to help people on low and modest incomes access high quality affordable rented accommodation.

### **Who is it for?**

Mid Market Rent, provided by East End Housing Development Company, mainly aims to help people who may have difficulty accessing social rented housing, buying their own home or affording private sector rents.

We will give priority to applicants who:

- are employed, or have an offer of employment; and
- have a household income within £18,000 - £40,000

For a small number of properties we will also give priority to Shettleston Housing Association Tenants.

We do not have any restrictions on the number of bedrooms you are eligible for.

### **What type of agreement will I have?**

You will be issued with a Private Residential Tenancy Agreement. The agreement will be in the name of East End Housing Development Company which is a subsidiary of Shettleston Housing Association.

Unlike previous private tenancies, the Private Residential Tenancy Agreement does not have a fixed end date. The Private Housing (Tenancies) (Scotland) Act 2016 created the new tenancy agreement to provide better security of tenure for private tenants and remove the ability of the landlord to evict at the end date.

More detailed information on your new tenancy will be issued to you by our Housing Team as part of the allocation process. The Shelter website also contains useful information on different tenancies <http://scotland.shelter.org.uk/>

East End Housing Development Co - Registered Landlord Number - 305091/260/27591

### **Will I have to pay a deposit?**

A deposit of one month's rent will be required prior to taking entry. This is a security deposit and will be retained to meet the costs of any damage/dilapidation caused to the property by the tenant or for any unpaid rent after the property has been vacated.

The law states that any deposit needs to be lodged with an approved tenancy deposit scheme. East End Housing Development Company use Safe Deposit Scotland to hold all rental deposits. Your deposit will be lodged within 30 days of being received, and a confirmation certificate will be issued to you by Safe Deposit Scotland.

### **Will my deposit be returned?**

At the end of the tenancy, you will need to agree with us how the deposit should be allocated. Our Tenancy Deposit Scheme provider will then repay the deposit in accordance with the agreement unless there is a dispute between the parties over the deposit allocation.

If there is a dispute, the Scheme provider will ask for evidence from all parties as to how they feel the deposit should be allocated. It will then carry out an adjudication process and issue a draft report for review by all involved. Once comments have been received then there will be a final decision and the Scheme will pay out the deposit in accordance with that decision. This means that there will be delays in landlords and tenants getting their deposits back, particularly if there is a dispute.

### **How is my rent set?**

The rent you pay will normally be higher than that for a comparable social rented property, but lower than a privately rented home. The rent takes account of various factors, namely:

- local authority Local Housing Allowance figures
- funding levels for your development

Your rent will be required in advance. For example, this means that rent paid for July should be paid on or before 1st July. This also means that at the end of a tenancy the last rental payment is a month before the tenancy ends.

This is standard practice within private lets. Please note that one month's rent in advance and a deposit is required upfront prior to moving into one of our MMR apartments. *Rent in advance is not to be confused with a deposit.*

### **When will my rent increase?**

Your rent will normally be reviewed each year and any increase will take effect from 01 April. We will give you three months' notice in advance of any increase.

### **Can I buy my property?**

You won't have the opportunity to purchase your Mid Market Rent flat

### **Can I decorate my property?**

We have finished all properties so that you have no need to decorate. We will not allow you to paint, wall paper or change flooring. You can put pictures on the walls, hang your own curtains and accessorize the flat as you wish.



### **Who is responsible for maintaining the property?**

East End Housing Development Company, as landlord of your property, are responsible for the ongoing maintenance. Full details of the respective repairs responsibilities (yours and ours) will be issued to you as part of the allocation process.

### **If my financial situation changes what should I do?**

If there are any changes to your financial situation which mean you will have difficulty paying your rent, you must contact us as soon as possible and we will talk you through what your options are.

### **Can I choose my white goods/floor coverings?**

The flats have been fitted with 'A' rated energy efficient white goods including a fridge / freezer, cooker, oven and washing machine. Carpets, vinyl flooring and blinds are fitted throughout. At this time we are not able to offer resident choice with regards to white goods and any floor coverings provided.

### **Can I view my property before signing my tenancy agreement?**

Yes, you will be offered the chance to view the property before going ahead to sign an agreement.

### **What are the design specifications for Mid Market Rent?**

Mid Market Rent properties are designed to a high standard of specification. Although items such as white goods, window and floor coverings are included, our Mid Market Rent properties will be let on an unfurnished basis.

### **Will I be allowed to keep a pet?**

We do not permit pets to be kept in the premises, with the exception of assistance animals e.g. a guide dog.

### **How do I apply?**

To apply for a property which you think you might be eligible for, you should complete and return a Mid Market Rent application form. Please note that we will only accept applicants who fulfil the criteria and have provided the necessary evidence along with their application.

### **How do we assess your Application?**

In order to assess your application we need evidence of your household income, and a reference from your current landlord. Below is our list of acceptable income evidence:

- **Wages – Gross wage used in calculation (1)**

Monthly	last 3 months payslips
Fortnightly	last 6 payslips
Weekly	last 13 weeks' payslips
P60	for the previous tax year

If pay is verified by bank statements (2) then applicants will be asked to provide details of their gross income to ensure that all applicants are assessed on the same criteria

- **Not in Employment but have Offer of Employment**

Copy of offer letter from new employer which confirms gross starting salary and start date.

- **Tax Credit**

HMRC Tax credit award letter or 3 current and consecutive bank statements showing payments made to applicant

- **Child Benefit**

If the applicant is unable to provide evidence of Child Benefit in payment we will assume payment relevant to the number of dependent children in the household.

- **Child Tax Credit**

HMRC Tax credit award letter or 3 current and consecutive bank statements showing payments made to applicant

- **Self Employed Earnings**

Applicants will be expected to provide audited accounts for the previous year or comprehensive accounts for year to date if the business has just recently started operating

- **Child Maintenance Payments**

3 current and consecutive bank statements

- **Bonuses/Commission**

Monthly last 3 months payslips

Fortnightly last 6 pay slips

Weekly last 13 weeks' payslips

Where amounts vary we will use the lowest value as primary income, not an average of the amounts for assessing affordability

- **Overtime/Shift Allowances**

Monthly last 3 months payslips

Fortnightly last 6 pay slips

Weekly last 13 weeks' payslips

Where amounts vary we will use the lowest value as primary income not an average of the amounts for assessing affordability

- **Pensions**

Monthly 3 pension statements

Fortnightly 6 pension statements

Weekly 13 pension statements

Annual award letter current year

If pension is verified by bank statements then applicants will be asked to provide details of their gross income to ensure that all applicants are assessed on the same criteria (3).

- **Shareholder Profits**

Dividend Statement

- **Bank Interest**

Letter/ Bank Statements showing applied interest

- **Other benefits**

Mid Market Rent is aimed at working households who do not qualify for social rented housing. Where somebody in a household applying is not working, exceptions can be made in appropriate circumstances e.g. where the household includes a person with a disability and where current housing costs are unaffordable e.g. in the private rented sector. In these cases non-working benefits will be taken into account in assessing eligibility.

### **Advice for social tenants**

If you are a social tenant and you decide to move away from social renting into mid-market renting then your tenant rights will change. Should you wish to move back into social renting you will need to ask the housing team for a Housing Options interview, however this does not guarantee you a social let and you may be placed on a waiting list.

***The Mid Market Rent tenancy will be Private Residential Tenancy Agreement with East End Housing Development Company Ltd. Applicants should be aware that they will not be a Housing Association tenant if successful.***

The Shelter website also contains useful information on different tenancies  
<http://scotland.shelter.org.uk/>

**(1) Payslips must show:**

Applicant's name  
Employer's name  
Pay dates/pay period  
Gross pay/Net pay

**(2) Bank Statements must show:**

Applicant's name and address

**(2)** If you are unable to provide salary information we can also accept evidence of your employment from a copy bank statement, along with a copy of your contract or a letter from your employer confirming current employment and gross salary. This must be on company letterhead paper and signed.

**(3)** If you are unable to provide pension statement information we can also accept evidence of your pension from a copy bank statement, along with a letter from your pension provider confirming gross pension income. This must be on company letterhead paper and signed.

# Letting Agent Code of Practice

This document brings together the Letting Agent Code of Practice (Scotland) Regulations 2016, and the amendments to the Code of Practice set out in subsequent Scottish Statutory Instruments.

A list of relevant legislation to date is set out at the end of this document.

For the avoidance of doubt, should any differences arise, the Code of Practice as set out in secondary legislation will always take precedence over this document, which is compiled for convenience only.

**This document was published on 31 January 2018.**

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# Letting Agent Code of Practice

## SECTION 1

### *Introduction*

#### **Background**

1. This Letting Agent Code of Practice (the “Code”) sets out the standards expected of letting agents operating in Scotland in how they manage their business and provide their services.
2. Section 46 of the Housing (Scotland) Act 2014 (“the 2014 Act”) allows Scottish Ministers to set out a code of practice that all letting agents must comply with that covers:
  - the standards of practice for those carrying out letting agency work;
  - the handling of tenants’ and landlords’ money; and
  - the professional indemnity arrangements to be kept in place.
3. The Code forms part of a broader regulatory framework for letting agents, which the 2014 Act also introduced. The framework’s main features are:
  - a mandatory register for letting agents with an associated ‘fit and proper’ person test;
  - powers for Scottish Ministers to set training requirements that must be met before an applicant can be accepted on to the register;
  - a means of redress for breaches of the Code to the First-tier Tribunal for landlords and tenants; and
  - powers for Scottish Ministers to obtain information, and powers of inspection to help them monitor compliance.
4. These measures strengthen regulation of the letting-agent industry in Scotland. Letting agents are important in ensuring the private rented sector is professional and well managed, and they help to provide the good-quality homes our communities need. The Code reflects much of the existing good practice in the industry. It will help raise standards (where this is needed), and help build a more effective private rented sector that meets the needs of tenants, landlords and letting agents.

## **Who does the Code apply to?**

5. The Code applies to every person who carries out letting agency work in Scotland, which is defined in section 61(1) of the 2014 Act as:  
“things done by a person in the course of that person’s business in response to relevant instructions which are—
  - a) carried out with a view to a landlord who is a relevant person entering into, or seeking to enter into a lease or occupancy agreement by virtue of which an unconnected person may use the landlord’s house as a dwelling, or
  - b) for the purposes of managing a house (including in particular collecting rent, inspecting the house and making arrangements for the repair, maintenance, improvement or insurance of the house) which is, or is to be, subject to a lease or arrangement mentioned in paragraph (a).”
6. The Code will also help landlords and tenants understand the standards of practice they can expect from a letting agent; whether these standards have been met; and, where necessary, help to resolve problems through the First-tier tribunal if they believe a letting agent has failed to comply with the Code.

## **What if a letting agent does not comply with the Code?**

7. If a landlord or tenant (including former landlord or tenant) believes that a letting agent they have let a property through or from has failed to comply with the Code, they must notify the letting agent of this in writing (this includes electronic communications), so the letting agent can take action to resolve the issue. Some letting agents may also offer access to an independent alternative dispute resolution (ADR) service if they cannot resolve a complaint internally. If the landlord or tenant remains dissatisfied after raising their complaint with the agent, they can apply to the First-tier Tribunal (the “Tribunal”). In addition, Scottish Ministers may also apply to the Tribunal where they have concerns that a letting agent has failed to comply with the Code.
8. The 2014 Act enables the Tribunal to decide whether a letting agent has failed to comply with the Code. To help with this, the Tribunal will consider a variety of evidence from, for example, the letting agent, landlord, tenant, Scottish Ministers and other relevant organisations (such as trading standards). Depending on the nature of the complaint, the Tribunal may look at whether the agent’s own terms of business, policies and procedures comply with the Code and whether they have kept to them. A letting agent should therefore keep and



maintain appropriate records to help demonstrate how they have complied with the Code.

9. If the Tribunal decides a letting agent has failed to comply with the Code, it must issue an enforcement order setting out the steps the letting agent must take to rectify the problem and by when. These steps may include issuing revised documents and making changes to previously agreed terms of business. An enforcement order may also require a letting agent to pay compensation.
10. If the Tribunal decides that a letting agent has failed to comply with the enforcement order, it must notify Scottish Ministers. Failure to comply with an enforcement order will be taken into account in considering whether a letting agent should be removed from the register. It is a criminal offence for a person who is not a registered letting agent to carry out letting agency work.

### **How do the requirements of professional bodies and other legislation relate to the Code?**

11. There is a range of legislation that letting agents must comply with in how they do business. This includes Scottish, UK and European legislation and covers areas such as housing, consumer protection, financial services, consumer credit licences, contracts, title conditions, health and safety, data protection, immigration and equalities amongst others.
12. All letting agents must comply with the Code but some may also have specific commitments to meet the regulatory requirements of other bodies, such as the Financial Conduct Authority and Law Society of Scotland. In addition, letting agents may also have to comply with other codes if they belong to or are registered with other voluntary or industry bodies.

### **Using the Code**

13. The Code has been structured to follow the lettings process – from taking instructions from a landlord, letting and managing the property to the ending of a tenancy (including any arrangements that follow).
14. Most letting agents offer a wide range of services to their customers. Where a letting agent provides a service set out in this Code they must ensure it is delivered in a way that meets these requirements and those of any other relevant legislation. This Code does not comprise legal advice to any party.
15. In the Code “you” means a letting agent.

## SECTION 2

### *Overarching standards of practice*

16. You must conduct your business in a way that complies with all relevant legislation.
17. You must be honest, open, transparent and fair in your dealings with landlords and tenants (including prospective and former landlords and tenants).
18. You must provide information in a clear and easily accessible way.
19. You must not provide information that is deliberately or negligently misleading or false.
20. You must apply your policies and procedures consistently and reasonably.
21. You must carry out the services you provide to landlords or tenants using reasonable care and skill and in a timely way.
22. You must not unlawfully discriminate against a landlord, tenant or prospective tenant on the basis of their age, disability, sex, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief or sexual orientation.
23. You must ensure all staff and any sub-contracting agents are aware of, and comply with, the Code and your legal requirements on the letting of residential property.
24. You must maintain appropriate records of your dealings with landlords, tenants and prospective tenants. This is particularly important if you need to demonstrate how you have met the Code's requirements.
25. You must ensure you handle all private information sensitively and in line with legal requirements.
26. You must respond to enquiries and complaints within reasonable timescales and in line with your written agreement.
27. You must inform the appropriate person, the landlord or tenant (or both) promptly of any important issues or obligations on the use of the property that you become aware of, such as a repair or breach of the tenancy agreement.
28. You must not communicate with landlords or tenants in any way that is abusive, intimidating or threatening.

Some of these points are expanded in the later sections of the Code.

## SECTION 3

### *Engaging landlords*

#### **Before taking instructions**

29. In your dealings with potential landlord clients you must:

##### Services provided and fee charges

- a) provide clear and up-to-date written information about the services you provide and the charges (inclusive of taxes) for them;

##### Advice

- b) offer accurate and unbiased advice on the rental valuation and appraisal of the property. You must not knowingly misrepresent the potential rental valuation;
- c) inform the landlord that they need to get consent or delegated authority from all owners, mortgage lenders or other relevant parties before letting the property and the need to ensure relevant insurance cover is in place;
- d) if you become aware in the course of your business that a property does not meet appropriate letting standards (e.g. repairing standard, houses in multiple occupation and health and safety requirements), inform the landlord of this;
- e) if a landlord is not already registered, inform them of the landlord registration requirements under the Antisocial Behaviour etc. (Scotland) Act 2004(1) and, where necessary, the requirements under the Housing (Scotland) Act 2006(2) relating to houses in multiple occupation;

##### Conflict of interest

- f) if you intend to act for clients who have competing interests or your personal interests conflict, or could potentially conflict, inform the clients as soon as you become aware of it;

##### Identity checks

- g) take reasonable steps to check the identity of each landlord to ensure that they are who they say they are and that they are the legal owners of the property or have permission from the owner or power of attorney – for instance, asking for an official form of identification; proof of address; proof of ownership and, where applicable, landlord registration number or company registration number.

## Terms of business

30. You must agree with the landlord what services you will provide and any other specific terms of engagement. This should include the minimum service standards they can expect and the target times for taking action in response to requests from them and their tenants.
31. If you know that a client is not meeting their legal obligations as a landlord and is refusing or unreasonably delaying complying with the law, you must not act on their behalf. In these circumstances, you must inform the appropriate authorities, such as the local authority, that the landlord is failing to meet their obligations.
32. Your terms of business must be written in plain language and, alongside any other reasonable terms you wish to include, must clearly set out:

### Core services

- a) the services you will provide to that landlord and the property they relate to. For example, tenant introduction, lettings service and full management service;

### Duration

- b) the duration of the agreement and the date it commences;

### Authority to act

- c) a statement about the basis of your authority to act on the landlord's behalf;
- d) where applicable, a statement of any level of delegated authority, for example financial thresholds for instructing repairs to the property and the purchase of replacement goods;
- e) situations in which you may act without checking with the landlord first, for example urgent repairs;

### Fees, charges and financial arrangements

- f) your management fees and charges (including taxes) for your services, and your processes for reviewing and increasing or decreasing this fee;
- g) how you will collect payment including timescales and methods and any charges for late payment;
- h) that where applicable, a statement setting out details of any financial interest in providing third-party services (for example, commission for using certain companies, products or services) is available from you on request;

### Tenancy deposits

- i) if a tenancy deposit is to be taken, who will lodge the deposit with one of the approved schemes;

### Communication and complaints

- j) that you are subject to this Code and give your clients a copy on request. This may be provided electronically;
- k) how you will communicate (including the use of electronic communication<sup>(3)</sup>) with landlords and tenants, and the timescales within which you could be reasonably expected to respond to enquiries;
- l) your procedures for handling complaints and disputes between you and the landlord and tenants and the timescales within which you could be reasonably expected to respond;
- m) how a landlord and tenant may apply to the Tribunal if they remain dissatisfied after your complaints process has been exhausted, or if you do not process the complaint within a reasonable timescale through your complaints handling procedure;

### Conflict of interest

- n) a declaration of any conflict or potential conflict of interest;

### Professional indemnity insurance

- o) confirmation that you hold professional indemnity insurance or equivalent protection through another body or membership organisation and that further details (such as the name of your provider, your policy number and a summary of the policy) are available from you on request;

### Handling client money

- p) if you hold client money, how you handle clients' money; confirmation that you hold client money protection insurance or equivalent protection through another body or membership organisation and that further details (such as the name of your provider, your policy number and a summary of the policy) are available from you on request;

### How to change or end the terms of business

- q) clear information on how to change or end the agreement and any fees or charges (inclusive of taxes) that may apply and in what circumstances. Termination charges and related terms must not be unreasonable or excessive.

- 33.** You and the landlord must both sign and date your agreed terms of business and you must give the landlord a copy for their records. If you and the landlord agree, this can be done using electronic communication including an electronic signature<sup>(4)</sup>.
- 34.** In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013<sup>(5)</sup>, in most cases you must give landlords 14

calendar days in which to cancel if the agreement is signed away from your premises.

- 35.** Any subsequent changes to your terms of business should be agreed by both parties and confirmed in line with your agreement (see paragraph 32 (q)).
- 36.** If a landlord or tenant (including former landlord and tenant) applies to the Tribunal because they think you have failed to meet your Code obligations, the Tribunal may, depending on the nature of the circumstances, expect you to show how your actions meet your agreed terms of business as part of complying with the Code.

### **Ending the agreement**

- 37.** When either party ends the agreement, you must:
  - a) give the landlord written confirmation you are no longer acting for them. It must set out the date the agreement ends; any fees or charges owed by the landlord and any funds owed to them; and the arrangements including timescales for returning the property to the landlord – for example, the handover of keys, relevant certificates and other necessary documents. Unless otherwise agreed, you must return any funds due to the landlord (less any outstanding debts) automatically at the point of settlement of the final bill.
  - b) if tenants are still living in the managed property or properties, inform the tenants you will no longer be acting as an agent for the landlord and inform them of the landlord's name and contact details if these have not already been provided, or where relevant, those of any new agent. You must also inform the tenants of any resulting changes that affect them.

## **SECTION 4**

### ***Lettings***

#### **Marketing and advertising**

38. Your advertising and marketing must be clear, accurate and not knowingly or negligently misleading.
39. You must get the landlord's permission for advertising and marketing a property, including the erection of a lettings board.
40. You must take all reasonable steps to ensure your letting agent registration number is included in all property advertisements or communications.
41. You must comply with relevant legislation on the marketing and advertising of properties for rent. For example, you must include a landlord's registration number (or clearly state 'landlord registration pending') and the energy performance indicator from the property's energy performance certificate (EPC) in your property advertisements and remove lettings boards within 14 days of the property being let.
42. You must not advertise in a way that unlawfully discriminates on the basis of a person's age, disability, sex, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief or sexual orientation.

#### **Giving correct information to prospective tenants**

43. You must give prospective tenants all relevant information about renting the property – for example, the type of tenancy; the rent; the deposit; other financial obligations such as council tax; any guarantor requirements and what pre-tenancy checks will be required at the outset.
44. You must also inform prospective tenants how to apply and, where appropriate, the arrangements for viewing the property.
45. You must make prospective tenants aware of the Code and give them a copy on request, this may be provided electronically.
46. You must not knowingly omit relevant information or evade questions from prospective tenants relating to the letting of the property in line with consumer protection legislation.

## **Charging fees**

47. You must comply with all relevant legislation on the charging of fees and premiums or making loans to tenants and prospective tenants in the private rented sector.
48. In particular you must comply with section 82 of the Rent (Scotland) Act 1984(6), which prohibits any person, as a condition of the grant, renewal or continuance of an assured or short assured tenancy or private residential tenancy, from requiring a tenant or prospective tenant to pay any charges except rent and a refundable deposit of no more than two months' rent.
49. You must not, as a condition of granting the tenancy, require tenants to use a third-party service that charges them a fee.

## **Viewings**

50. You must agree with the landlord how prospective tenants will view their property and who will conduct the viewings.
51. In deciding how you will conduct viewings on the landlord's behalf, you should make sure you do not unlawfully discriminate against a person protected by the Equality Act 2010(7) (also see paragraph 22).
52. If you are to conduct viewings on the landlord's behalf, you must ensure the keys to the property are kept secure and maintain detailed records of their use by staff – for instance, the date the keys were issued, who to and when they were returned. You must take all reasonable steps to ensure the property is left secure after viewings.
53. If a tenant lives at the property, you must give them reasonable notice of appointments (at least 24 hours in line with your statutory requirements), unless other arrangements for viewings have been agreed with them. You must ensure the tenant is present, unless otherwise agreed (see also paragraphs 80 to 84 on property access).

## **Applications**

54. You must agree with the landlord the criteria and process for managing and approving tenancy applications from prospective tenants.
55. You must inform the landlord in writing of all applications made on the property as soon as possible, unless agreed otherwise with the landlord, along with all relevant information about the offer and the applicant.



56. Applicants must be informed as soon as possible about the outcome of their application.

### **References and checks**

57. You must agree with the landlord what references you will take and checks you will make on their behalf.
58. If you are to check references and make other checks, you must explain to the applicant and any guarantor what information you will check and who will do the checking, and get their written permission.
59. If you have contracted a third party to check references, or require prospective tenants to use a specific third party, the third party referencing service must not charge the tenant a fee (see also paragraphs 47 to 49 on charging fees).
60. You must ensure you handle all private information sensitively and in line with legal requirements such as the law relating to data protection.
61. You must take all reasonable steps to confirm the applicant's identity and to verify references, in line with your agreement with the landlord.

### **Tenancy agreement**

62. If you prepare a tenancy agreement on the landlord's behalf, you must ensure it meets all relevant legal requirements and includes all relevant information (such as the name and address of the landlord or name and address of the letting agent and the identity of the landlord; type; length of tenancy where it is a short assured tenancy; amount of rent and deposit and how and when they will be paid; whether it is a house in multiple occupation; as well as any other responsibilities on taking care of the property, such as upkeep of communal areas and the cleaning required at the end of the tenancy); and any specifically negotiated clauses (for instance whether there will be landlord or agent inspections/visits) agreed between the landlord and the prospective tenant. The agreement must also include the landlord's registration number.
63. If you arrange for the tenancy agreement to be signed, you must give prospective tenants enough time to familiarise themselves with the agreement; give them the opportunity to raise any questions about their rights and obligations under the agreement; give them the opportunity and time to seek independent advice; and give them any other formal documents required before they sign the agreement.

64. At the start of the tenancy, you must give the tenant a copy of the tenancy agreement along with any other relevant statutory documents.

### **Tenancy deposits**

65. You must inform the landlord of the statutory requirements on tenancy deposits under the Housing (Scotland) Act 2006 and the Tenancy Deposit Schemes (Scotland) Regulations 2011(8).
66. If you lodge tenancy deposits on a landlord's behalf, you must ensure compliance with the legislation.

### **Moving in (inventory/check-in)**

67. If there is delay in handing over the property to the tenant on the agreed date, you must inform them of this and explain why as soon as possible.
68. If you are responsible for managing the check-in process, you must produce an inventory (which may include a photographic record) of all the things in the property (for example, furniture and equipment) and the condition of these and the property (for example marks on walls, carpets other fixtures) unless otherwise agreed in writing by the landlord. Where an inventory and schedule of condition is produced, you and the tenant must both sign the inventory confirming it is correct.
69. If the tenant is not present for the making of the inventory, you should ask them to check it and to raise, in writing, any changes or additions within a specific reasonable timescale. Once agreed, the inventory should be signed and returned.
70. You must take reasonable steps to remind the tenant to sign and return the inventory. If the tenant does not, you must inform them, in writing, that you will nevertheless regard it as correct.
71. You must provide the tenant with a signed copy of the inventory for their records.
72. If the tenant asks in writing for the landlord's name and address, you must tell them free of charge within 21 days.

## **SECTION 5**

### ***Management and maintenance***

- 73.** If you have said in your agreed terms of business with a landlord that you will fully or partly manage the property on their behalf, you must provide these services in line with relevant legal obligations, the relevant tenancy agreement and sections of this Code.
- 74.** If you carry out routine visits/inspections, you must record any issues identified and bring these to the tenant's and landlord's attention where appropriate (see also paragraphs 80 to 84 on property access and visits, and paragraphs 85 to 94 on repairs and maintenance).
- 75.** Breaches of the tenancy agreement must be dealt with promptly and appropriately and in line with the tenancy agreement and your agreement with the landlord.

### **Rent collection**

- 76.** You must have appropriate written procedures and processes in place for collecting and handling rent on the landlord's behalf. These must set out how the late payment of rent will be handled and the legal requirements on tax deductions from rent received on behalf of non-resident or overseas landlords and the subsequent payment and reporting requirements. This should outline the steps you will follow and be clearly, consistently and reasonably applied.
- 77.** If you collect rent on the landlord's behalf, you must, as a minimum, give the tenant a statement of their rent account on request. Where a tenant pays in cash they must be provided with a receipt which states the date of payment, the amount paid and either the amount which remains outstanding or confirmation that no further amount remains outstanding.
- 78.** You should inform the landlord in writing of the late payment of rent, in line with your written procedures or agreement with the landlord.
- 79.** In managing any rent arrears, you must be able to demonstrate you have taken all reasonable steps to recover any unpaid rent owed to the landlord (see also section 8).

## **Property access and visits**

- 80.** If you hold keys to the properties you let, you must ensure they are kept secure and maintain detailed records of their use by staff and authorised third parties – for instance, by keeping keys separate from property information and holding a record of the date the keys were used, who they were issued to and when they were returned.
- 81.** You must take reasonable steps to ensure keys are only given to suitably authorised people.
- 82.** You must give the tenant reasonable notice of your intention to visit the property and the reason for this. At least 24 hours' notice must be given, or 48 hours' notice where the tenancy is a private residential tenancy, unless the situation is urgent or you consider that giving such notice would defeat the object of the entry. You must ensure the tenant is present when entering the property and visit at reasonable times of the day unless otherwise agreed with the tenant.
- 83.** If the tenant refuses access, you, the landlord or any third party have no right to enter the property using retained keys without a warrant.
- 84.** You must make it clear to the tenant or occupier beforehand if a third party will visit the property unaccompanied.

## **Carrying out repairs and maintenance**

- 85.** If you are responsible for pre-tenancy checks, managing statutory repairs, maintenance obligations or safety regulations (e.g. electrical safety testing; annual gas safety inspections; Legionella risk assessments) on a landlord's behalf, you must have appropriate systems and controls in place to ensure these are done to an appropriate standard within relevant timescales. You must maintain relevant records of the work.
- 86.** You must put in place appropriate written procedures and processes for tenants and landlords to notify you of any repairs and maintenance (including common repairs and maintenance) required, if you provide this service directly on the landlord's behalf. Your procedure should include target timescales for carrying out routine and emergency repairs.
- 87.** If emergency arrangements are part of your service, you must have in place procedures for dealing with emergencies (including dealing with out-of-hours incidents, if that is part of the service) and for giving contractors access to properties for emergency repairs.

88. You must give the tenant clear information about who will manage any repairs or maintenance, as agreed with the landlord and set out in the tenancy agreement. This includes giving them relevant contact details (e.g. you, the landlord or any third party) and informing them of any specific arrangements for dealing with out-of-hours emergencies.
89. When notified by a tenant of any repairs needing attention, you must manage the repair in line with your agreement with the landlord. Where the work required is not covered by your agreement you should inform the landlord in writing of the work required and seek their instructions on how to proceed.
90. Repairs must be dealt with promptly and appropriately having regard to their nature and urgency and in line with your written procedures.
91. You must inform the tenant of the action you intend to take on the repair and its likely timescale.
92. Where access is needed for repairs you must give the tenant reasonable notice of when access is required unless other arrangements have been agreed. Section 184 of the Housing (Scotland) Act 2006 is also relevant here and paragraph 6 of the schedule of the Private Residential Tenancies (Statutory Terms) (Scotland) Regulations 2017 is relevant in respect of a private residential tenancy.
93. If there is any delay in carrying out the repair and maintenance work, you must inform the landlords, tenants or both as appropriate about this along with the reason for it as soon as possible.
94. You must pursue the contractor or supplier to remedy the defects in any inadequate work or service provided.

### **Contractors and third parties**

95. If you use a contractor or a third party, you must take reasonable steps to ensure they hold appropriate professional qualifications and the necessary public and professional liability insurance. You should hold copies of all relevant documents.
96. On request, you must disclose to landlords, in writing, whether you receive any commission, fee, rebate or other payment or benefit and any financial or other interest you receive from a contractor/third party you appoint.

## SECTION 6

### *Ending the tenancy*

#### **Bringing the tenancy to an end**

97. The correct procedure for ending a tenancy depends on such factors as the type of tenancy and the reason it is ending. But in all circumstances you must comply with relevant tenancy law and ensure you follow appropriate legal procedures when seeking to end a tenancy.
98. You must have clear written procedures in place for managing the ending of the tenancy (including where the tenancy is brought to an end by the landlord, or by the tenant or joint tenant; the landlord intends to seek eviction and where a tenancy has been abandoned); the serving of appropriate legal notices; and giving the landlord and tenant all relevant information.
99. You must apply your policy and procedures consistently and reasonably.
100. You must not try to persuade or force the tenant to leave without following the correct legal process.

#### **Inventory/check-out**

101. Before they leave the property you must clearly inform the tenant of their responsibilities such as the standard of cleaning required; the closing of utility accounts and other administrative obligations, e.g. council tax, in line with their tenancy agreement. You must offer them the opportunity to be present at the check-out visit unless there is good reason not to. For example, evidence of violent behaviour.
102. If you are responsible for managing the check-out process, you must ensure it is conducted thoroughly and, if appropriate, prepare a sufficiently detailed report (this may include a photographic record) that makes relevant links to the inventory/schedule of condition where one has been prepared before the tenancy began.
103. If the tenant wishes to be present during the check-out visit, you must give them reasonable notice of the arrangements unless there is good reason not to be present (see also paragraph 101).
104. You must give the tenant clear written information (this may be supported by photographic evidence) about any damage identified during the check-out process and the proposed repair costs with reference to the inventory and schedule of condition if one was prepared.

## **Tenancy deposits**

- 105.** Where you manage the tenancy deposit on behalf of a landlord you must take reasonable steps to come to an agreement with the tenant about deposit repayment. Where agreement is reached you must make a claim to the relevant Tenancy Deposit Scheme.
- 106.** In the event of a dispute, the agent and tenant will be required to follow the relevant scheme's rules for disputes.

## **SECTION 7**

### ***Communications and resolving complaints***

#### **Communications**

- 107.** You must take all reasonable steps to ensure your letting agent registration number is included in all relevant documents and communications in line with your legal requirements under the 2014 Act.
- 108.** You must respond to enquiries and complaints within reasonable timescales. Overall, your aim should be to deal with enquiries and complaints as quickly and fully as possible and to keep those making them informed if you need more time to respond.
- 109.** You must provide landlords and tenants with your contact details including a current telephone number.
- 110.** You must make landlords and tenants aware of the Code and give them a copy on request, electronically if you prefer.
- 111.** You must not communicate with landlords or tenants in any way that is abusive, intimidating, or threatening.

#### **Complaints resolution**

- 112.** You must have a clear written complaints procedure that states how to complain to your business and, as a minimum, make it available on request. It must include the series of steps that a complaint may go through, with reasonable timescales linked to those set out in your agreed terms of business.
- 113.** The procedure must also set out how you will handle complaints against contractors and third parties; any recourse to the complaints procedures of a professional or membership body you belong to; whether you provide access to alternative dispute resolution services; if you are also subject to another

regulatory body (for example the Scottish Legal Complaints Commission); and that a landlord or tenant (including former landlord or tenant) may apply to the Tribunal if they remain dissatisfied once your complaints process has been exhausted, or if you do not process the complaint within a reasonable timescale through your complaints handling procedure.

- 114. You must not charge for handling a complaint.
- 115. You must retain (in electronic or paper form) all correspondence about a landlord's or tenant's complaint for five years as the Tribunal may need this information.
- 116. You must comply with any Tribunal request to provide information about an application made to it from a landlord or tenant.

## **SECTION 8**

### ***Handling landlords' and tenants' money, and insurance arrangements***

- 117. In this section "client money" means money held or rent collected on behalf of a prospective tenant, tenant or landlord (including former tenant or landlord). This section only applies if you hold and handle client money.

#### **Client accounts**

- 118. You must have robust and transparent written procedures for handling client money.
- 119. You must keep adequate records and accounts to show all dealings with client money.
- 120. You must be able to account immediately to them for all money held on behalf of clients.
- 121. You must ensure you hold client money in one or more separate and dedicated client bank accounts with a bank or building society authorised by the Financial Conduct Authority, separate from your main business or private accounts.
- 122. You must have written confirmation from any bank or building society where a client account is held that the following conditions apply:
  - (a) that all money standing to the credit of that account is client money; and



(b) that the bank or building society is not entitled to combine the account with any other account or exercise any right to set-off or counterclaim against money in that account for any sum owed to the bank or building society on any other of your accounts it holds.

- 123.** You must regularly record and monitor all transactions and reconcile these monthly as a minimum.
- 124.** You must ensure clients' money is available to them on request and is given to them without unnecessary delay or penalties, unless agreed otherwise in writing (for example to take account of any money outstanding for agreed works undertaken).
- 125.** You must pay or repay client money as soon as there is no longer any need to retain that money. Unless agreed otherwise in writing by the client, you should where feasible credit interest earned on any client account to the appropriate client.
- 126.** You must hold a client money protection insurance policy unless you can demonstrate equivalent or greater protection through another body or membership organisation. You must give further details (such as the name of your provider, your policy number and a summary of the policy) to them on request.

### **Debt recovery**

- 127.** You must have a clear written policy and procedure for debt recovery that lists a series of steps you will follow unless there is good reason not to. This should include setting out at what point you will contact any guarantor. The procedure must be clearly, proportionately and reasonably applied. It must set out how you will deal with disputed debts.
- 128.** Any charges you impose on late payment must not be unreasonable or excessive.
- 129.** When you contact landlords, tenants or guarantors who owe you money, you or any third party acting on your behalf must not act intimidatingly or threateningly. Nor must you knowingly or carelessly misrepresent your authority and/or the correct legal position.

### **Professional indemnity arrangements**

- 130.** You must have, and maintain, adequate professional indemnity insurance that is appropriate for your agency's level of income and type of work unless you can demonstrate equivalent or greater protection through another body or membership organisation.
- 131.** Cover must be on a full civil liability basis and if feasible, this insurance should be fully retroactive.
- 132.** You must give further details (such as the name of your provider, your policy number and a summary of your policy) to them on request.

### **Provision of insurance products**

- 133.** If you are lawfully authorised to offer insurance products to landlords and tenants as part of your services, related costs must be clearly explained and itemised on all relevant documents.
- 134.** On request you must disclose to landlords and tenants, in writing, whether you receive any commission, fee, rebate or other payment or benefit from the company arranging or providing insurance cover and any financial or other interest you have with the insurance provider before they enter into an agreement. You must also disclose on request any other charge you make for providing the insurance.
- 135.** If applicable, you must have a procedure in place for making insurance claims on a landlord's behalf and for liaising with the insurer to check that claims are dealt with promptly and correctly. If landlords are responsible for submitting claims on their own behalf, you must supply all information they reasonably need to do so.
- 136.** You must keep the insurance claimant informed of the progress of their claim or give them enough information to allow them to pursue the matter themselves.

### **Criminal activity**

- 137.** You must notify the appropriate authorities, such as the Police or National Crime Agency, if you suspect any person using your services is engaged in money laundering, human trafficking, or another criminal activity.

## **List of Relevant Secondary Legislation**

The Letting Agent Code of Practice (Scotland) Regulations 2016 S. S. I. 2016/133

The Private Housing (Tenancies) (Scotland) Act 2016 (Consequential Provisions) Regulation 2017 S. S. I. 2017/405

The Letting Agent (Registration and Code of Practice) (Scotland) (Miscellaneous Amendments) Regulation 2017 S. S. I. 2017/428



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