

# MIDLAND LANDLORD ACCREDITATION SCHEME

## Terms and Conditions of Membership

### 1. INTRODUCTION

- 1.1 The MIDLAND LANDLORD ACCREDITATION SCHEME ("MLAS") is managed by the HOMESTAMP CONSORTIUM (for more information visit [www.homestamp.com](http://www.homestamp.com)).
- 1.2 MLAS aims to provide a scheme that recognizes landlords and agents who wish to provide good quality, well managed properties and enable Homestamp to:

**To encourage the supply of good quality private rented homes.  
To provide and facilitate information and training for landlords.**

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- 1.3 MLAS is a voluntary body for the accreditation of landlords and letting agents across the Midlands.
- 1.4 These terms and conditions (the "Terms and Conditions") form the basis of the contract through which MLAS will deliver a service to you as a member of MLAS (the "Member"). You will be required to sign up to, and abide by, the following Terms and Conditions.

### 2. MEMBERSHIP

- 2.1 To become a Member you will be required to have:
  - 2.1.1 Completed the one day development seminar organised by MLAS, and paid any fees as appropriate prior to this seminar.
  - 2.1.2 Completed and signed all relevant documentation in relation to membership of MLAS (including, but not limited to, an application form, and these Terms and Conditions).
  - 2.1.3 Confirmed that you are a 'fit and proper person' as defined under the Housing Act 2004, and any subsidiary legislation. [see Clause 7]
  - 2.1.4 Agreed to your details (limited to your name, company name, website address, and membership number) being published on the MLAS website.
  - 2.1.5 Agreed to your inclusion on the MLAS central mailing list for the purpose of receiving key information in relation to the scheme.
- 2.2 Membership of MLAS is for a five year period from the completion of the One Day Development Seminar, if the requirements of Clause 2.1 have been completed.
- 2.3 Members agree to continue to learn by taking part in seminars, meetings and other events approved by MLAS as part of their Continuous Professional Development (CPD)

- 2.4 Members will be required to evidence a minimum of 10 CPD points per year being undertaken, and totaling at least 50 CPD points over the five year period of membership.
- 2.5 Members will be required to attend at least three MLAS CPD seminars over the 5 years of their accreditation.
- 2.6 At the end of the 5 year period of membership, Members will be automatically re-enrolled for another 5 year period of membership if they have:-
  - 2.6.1 Completed, and evidenced, the requirements of clauses 2.3-2.5 above.
  - 2.6.2 Paid any required fees for renewal of their membership of MLAS within 30 days of the anniversary of their membership date. Following this 30 day period, the normal membership fee will be required to renew their membership of MLAS.
  - 2.6.3 Completed any other activities or requirements that may be set from time to time by MLAS.
- 2.7 MLAS Members will be published on the MLAS website ([www.mlas.org.uk](http://www.mlas.org.uk)), with any appropriate contact information or links. If a Member receives a warning, suspension, or expulsion (see Clause 8.16) this will also be published on the MLAS website for the period set by the sanction.

### **3. AGENTS OR COMPANIES**

- 3.1 Agents or Companies may also apply to become a Member of MLAS, subject to both Clauses 2 and 3.3.
- 3.2 This applies to Agencies, Limited Partnerships, and Limited Companies (the "Agency").
- 3.3 In addition to Clause 2, an Agency must satisfy the following conditions before becoming a Member:-
  - 3.3.1 They must satisfy the Two Thirds Rule. Two Thirds (66%) of directors and Two Thirds (66%) of the staff involved with the day-to-day lettings business must be Members in order for the Agency to also be a Member of MLAS. The Agency will be required to ensure that this clause is met throughout their membership of MLAS and in particular ensuring that when staff change the proportions that have attended the MLAS foundation seminar is maintained.
  - 3.3.2 They must be a member of the Property Ombudsman scheme and have client money protection.
  - 3.3.3 The Agency must have written contracts with their client landlords, detailing the terms of the agency agreement.
  - 3.3.4 The Agency must not let or advertise a property on behalf of a landlord who has been expelled from MLAS.
  - 3.3.5 The Agency must tell both prospective and current tenants if the individual landlord they are letting from is accredited or not.

- 3.3.6 The Agency must take responsibility for ensuring that all properties they let meet the terms of Clause 6 below.
- 3.3.7 The Agency should recommend, in a written format, that their landlords become Members of MLAS.
- 3.4 If the Agency has several branches, individual branches can only become Members provided the Two Thirds (66%) Rule in Clause 3.3 is satisfied for that branch seeking membership of MLAS.

#### **4. PASSPORT MEMBERSHIP**

- 4.1 You may join MLAS if you are already part of an approved accreditation scheme.
- 4.2 This may be done at no charge providing you:-
  - 4.2.1 Agree, sign and abide by these Terms and Conditions, in addition to any other obligations placed on you from your membership of a 'recognised' accreditation scheme.
  - 4.2.2 Confirm that you are a 'fit and proper person' as defined under the Housing Act 2004.
  - 4.2.3 Agree to complete MLAS CPD training under the terms of Clause 2.3, 2.4 and 2.5. A pro rata tariff will be applied to any membership linked to this Clause, which will be clarified by MLAS following your joining date.
  - 4.2.4 Agree that MLAS can contact your 'recognised' accreditation scheme as may be required from time to time.
- 4.3 Your membership of MLAS will last until either, the end of your membership of the 'recognised' accreditation scheme, or, the end of five years from the date you become a Member, whichever is the earliest date.
- 4.4 Where your membership of an approved accreditation scheme is renewed, or five years from the date of becoming a Member has passed, you are required to reapply under this Clause again for membership of MLAS.

#### **5. MLAS MEMBERSHIP BENEFITS**

- 5.1 As a Member of MLAS, there may be benefits which you may be eligible for. Any benefits offered by MLAS to its Members will be advertised on the MLAS website, and may be subject to variation or withdrawal at the discretion of MLAS.
- 5.2 Any benefits offered by managing partners of MLAS or associated agencies or partners who work with MLAS, may also be subject to variation or withdrawal by these third parties at their own discretion. MLAS will not be liable for any variation or withdrawal of any advertised benefits by third parties.
- 5.3 The MLAS cannot be held responsible for the operation or performance of any benefits or schemes offered by partner agencies.

- 5.4 MLAS reserves the right to vary any and all fees or charges which a Member may be required to make from time to time during their period of membership at their absolute discretion. All changes will be publicised on the MLAS website.

## **6. CODE OF CONDUCT**

6.1 As a Member I agree to the following:-

- 6.1.1 I will treat all tenants with appropriate courtesy and respect.
- 6.1.2 I will always act fairly and legally and be honest and reasonable in all my dealings with tenants and will respect their rights to peaceful and quiet enjoyment of the property.
- 6.1.3 I will not discriminate in my dealings with prospective and/or existing tenants or treat them less favourably than others because of their colour, creed, ethnic or national origin, disability, age, sex, religion, marital status, sexuality, politics, or their responsibility for dependents.
- 6.1.4 I will, emergencies excepted, give the tenant reasonable notice (at least 24 hours and in writing, stating reasons) when access to the property is required by myself, or any agent acting on my behalf.
- 6.1.5 I will provide tenants with a written statement of the terms of their occupancy (in the form of a tenancy agreement) at the start of their tenancy, a contact telephone number or other means of contacting the landlord or their agent in an emergency, and details of what conditions are attached to the deposit.
- 6.1.6 I will ensure that MLAS are provided with my appropriate contact details (including name, postal address, email address, telephone number, mobile number), and I will update MLAS as required where a change of these details occurs within 14 days of that change.
- 6.1.7 I will inform the tenant at the beginning of the tenancy if my membership of the scheme will expire during the period of the tenancy
- 6.1.8 I will acknowledge promptly all written communications received from the tenant or MLAS; and will respond appropriately to telephone or other verbal messages. I will be respectful to the tenant/complainant or members of MLAS in all these communications.
- 6.1.9 Subject to any statute and/or separate agreements and unless I have good legal cause, I will return promptly at the end of the tenancy any deposit paid by the tenant, which is held by me or on my behalf. Where required, a written statement accounting for and explaining any deductions will be provided. The tenant will also be told of the steps they can take if they are not satisfied that the deductions are fair and reasonable. [Note clause 6.1.11]
- 6.1.10 I will not refuse a tenant a reference for the purposes of securing a new tenancy, without good cause.

- 6.1.11 I will comply with the laws relating to residential property letting including deposit protection legislation, licensing requirements under Housing Acts, Planning and necessary certifications relating to health and safety issues.
- 6.1.12 I will cooperate with the appropriate enforcement agencies and in appropriate circumstances provide agencies with details of the properties I own let or manage upon request.
- 6.1.13 I will take all reasonable steps to ensure all accommodation I provide will afford a safe and healthy environment for any potential occupier or visitor. In particular that it contains no Category 1 hazards, under the Housing Health and Safety Rating system (HHSRS), is in a satisfactory state of repair, has adequate amenities and meets basic standards of management.
- 6.1.13.1 Agents who are not responsible for property standards will inform the landlord in writing of any areas requiring attention, or other statutory requirement, and will notify the relevant local authority if the landlord fails to rectify the identified issues.
- 6.1.13.2 Landlords, or managing agents, will prepare a written improvement plan if the property is not in a satisfactory condition. The improvement plan will set out how, and within what period, improvement will take place.
- 6.1.14 I will not bring MLAS into disrepute by my actions or omissions, or the actions or omissions of any party acting as my agent.
- 6.1.15 I will not cause harassment to a tenant, or instruct, or undertake any action that involves the tenant being illegally evicted or harassed.
- 6.1.16 Before proceedings are commenced, I will notify the tenant in writing of any breach of the tenancy agreement that is to be used as a basis for legal proceedings against the tenant.

6.2 As an Agency we also agree to the following:-

- 6.2.1 We will provide a written statement of any and all terms and conditions to our landlords and tenants detailing all the rights, responsibilities and liabilities, including fees, of the agency agreement.
- 6.2.2 We will acknowledge promptly all written communications received from the tenant and will respond appropriately to telephone or other verbal messages and will, when so requested, provide the tenant with a written statement of their tenancy account.

## **7. 'FIT AND PROPER PERSON'**

- 7.1 In deciding whether an applicant is a 'fit and proper person' to act as a landlord or agent, MLAS will take into account any available and relevant information on the applicant as determined under the Housing Act 2004. In particular we will consider any evidence of:

- 7.1.1 any offence involving fraud or other dishonesty, or violence or drugs or any offence listed in Schedule 3 to the Sexual Offences Act 2003;
  - 7.1.2 any unlawful discrimination on grounds of sex, colour, race, ethnic or national origins or disability in, or in connection with, the carrying on of any business; and
  - 7.1.3 contravention of any provision of the law relating to housing or of landlord and tenant law; (including any civil proceedings that you have lost).
- 7.2 You should also reveal whether you have in the last 5 years:
- 7.2.1 been in control of any property subject to a control order under Section 379 of the Housing Act 1985;
  - 7.2.2 been refused a licence or had a licence removed for any property in relation to HMO, additional or selective licensing under the Housing Act 2004;
  - 7.2.3 been found to have breached a condition on a licence for any property in relation to HMO, additional or selective licensing under the Housing Act 2004;
  - 7.2.4 been found by a local authority to have acted otherwise than in accordance with any code of practice approved under Section 233 of the Housing Act 2004;
  - 7.2.5 been in control of any property that has been the subject of any proceedings by a local authority (such as breaches of the Environmental Protection Act, planning control of compulsory purchase proceedings.);
  - 7.2.6 been in control of any property on which the local authority has carried out work in default; or
  - 7.2.7 been in control of any property which has been the subject of an interim or final management order or a special interim management order under the Housing Act 2004.
- 7.3 You should also reveal whether any person associated or formerly associated with you (whether on a personal, work, or other basis) has done any of the things set out in Clause 7.2, where this is relevant to the question of whether you are a 'fit and proper person' to be involved in the management of rented residential property. This Clause requires a partnership business or limited company applicant to declare whether any other Director, Partner or employee has done any of the things listed above, if that person has a direct influence on the residential letting operation.
- 7.4 When determining whether an applicant is a 'fit and proper person' and their ability to manage the property, MLAS requires information about any problems that have arisen in the past, relevant convictions do not automatically mean that you cannot be deemed fit and proper but should be declared. These may be considered alongside matters such as whether you have undertaken training or other accreditation schemes or have a record of engagement with initiatives with the local authority to improve the sector.
- 7.5 These Terms and Conditions apply equally to relevant Directors, Partners and/or employees of Companies that are accredited under MLAS, and the term 'landlord' should be construed accordingly

## 8. COMPLAINTS

- 8.1 A complaint can be made against a current Member by the prospective, current or previous tenants; any local authority officer; any agency acting on behalf of any prospective, current or previous tenant; or any person who has been directly affected by a Member's actions; or where the alleged incident would bring MLAS into disrepute (the "Complainant").
- 8.2 A complaint must be made in writing, or by email, to the details in Clause 16 (the "Complaint").
- 8.3 A Complaint must be submitted within 3 months of the end of the tenancy, or incident which is the source of the Complaint. MLAS will also normally accept a Complaint submitted within 1 month of the date of a court judgment. Any Complaint submitted after this period will be processed at the discretion of MLAS.
- 8.4 The Complainant must include the following information with their Complaint:-
- 8.4.1 Address of the property to which the allegations relate, if appropriate;
- 8.4.2 Name of the Member against whom the Complaint is being submitted;
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- 8.4.3 Sufficient and accurate details of the allegations to allow the Complaint to be investigated to ascertain whether there has been a breach of these Terms and Conditions;
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- 8.4.4 Where appropriate, the timescales concerning the allegations;
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- 8.4.5 The current contact address, email and telephone number of the Complainant;
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- 8.4.6 Any other relevant information and evidence (including, but not limited to, the tenancy agreement, correspondence with the landlord, etc).
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- 8.5 MLAS will not normally investigate anonymous complaints.
- 8.6 Within 10 working days of receiving the Complaint, MLAS will:-
- 8.6.1 Confirm to the Complainant that MLAS has received their Complaint, the procedure going forward under these Terms and Conditions, and that MLAS will treat the Complainant in confidence. However, in the majority of situations it will be necessary to inform the Member of the name of the Complainant and where this disclosure is deemed necessary, the Complainant will be informed their name (but no contact details) will be released. In cases where it is not necessary to inform the Member of the Complainant's name, but their name and/or contact details cannot be easily removed from the Complaint document, the Complainant will be

asked to resubmit within 10 working days the information with their names/contact details removed.

8.6.2 Notify the nominated officer of the relevant partner regulatory agency in whose area of responsibility the property/Member is located, and provide them with the details of the Complaint. They will establish the extent to which (if any) regulatory requirements have been compromised, and to determine an appropriate level of response by the Local Authority. The Local Authority has a time period of 10 working days, in which to inform MLAS of their intended course of action.

8.7 MLAS will write to the Member within 10 working days of the events in Clause 8.6, outlining the allegations and giving them 10 working days in which to respond to the Complaint. The Member is able to submit their own rebuttal evidence for consideration, should they wish to. If a Member fails to respond to this correspondence within the prescribed time he may lose his right to rebuttal and as a ground for appeal.

8.8 Where a Complaint is deemed to be of an exceptionally serious nature, e.g. a criminal act, a Member may be automatically suspended pending the outcome of the Complaint, at the discretion of MLAS.

8.9 Upon receipt of the Member's response, MLAS will appoint a 3 person complaints panel (the "Panel") to arbitrate the Complaint, and all information that has been provided to MLAS by both the Complainant and the Member.

8.10 The Panel are given a period of 20 working days in which to review the Complaint and determine if any element of these Terms and Conditions have been breached by the Member.

8.11 The burden of proof shall be on the basis of the balance of probabilities.

8.12 In exceptional circumstances, the Panel at their sole discretion may request further information or evidence from either party.

8.13 The Panel will decide what course of action is to be taken against the Member.

8.14 The Panel's decision will comprise one of the following:-

8.14.1 NO CASE TO ANSWER – Complaint dismissed.

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8.14.2 FORMAL WARNING: This may include the additional requirement for a Member to write a formal apology to the Complainant/tenant. Dependent on the nature of the Complaint, the Member may also have to satisfy additional criteria, as stipulated by MLAS and/or the relevant Local Authority. On the third warning the member will be withdrawn from the scheme.

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8.14.3 SUSPENSION: For a period of 3 - 12 months. The Member would be required to undertake additional training as identified by the Panel before their suspension is complete, and satisfy any additional criteria as stipulated by MLAS and/or the relevant Local Authority.

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8.14.4 **EXPULSION:** This is applied for a minimum period of 12 months, before the Member could reapply for membership as a new Member under Clause 2. Before an application to join MLAS is accepted, the Member would have to undertake additional training as identified by the Panel, and satisfy any additional criteria as stipulated by MLAS and/or the relevant Local Authority.

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8.15 The Panel may also provide information relating to best practise following consideration of the circumstances of the Complaint, in addition to any of the outcomes in Clause 8.12.

8.16 Within 10 working days of the completion of the investigation by the Panel, MLAS will inform both parties, the Complainant and the Member, of the outcome of the investigation (the "Outcome").

8.17 Where a Member is reinstated to MLAS, or reapplies as a new Member under Clause 2, following a period of suspension or expulsion under Clause 8.12, an automatic probationary period of 12 months is applied, but will not be publicised on the MLAS website.

8.18 Any action taken against a Member is reflected on the MLAS website, i.e. if a Member is suspended, it is listed next to their name on the MLAS website until the end of the sanction period. The sanction will appear against the name of the member even if they chose to withdraw from the scheme.

8.19 Any member who fails to cooperate with any part of the complaints procedure will be suspended until the scheme is satisfied that they have followed the procedure.

## 9. APPEALS AGAINST OUTCOMES

9.1 Following an Outcome, Complainants and Members have the right to lodge an appeal against the decision of the Panel (an "Appeal").

9.2 Appeals must be made in writing, or by email, to MLAS within 10 working days of the date of the Outcome letter or email. Any Appeal submitted after this period, will only be considered at the sole discretion of MLAS.

9.3 There are only 3 grounds of appeal available to Complainants and Members, and an Appeal can be made on any of the following grounds:-

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9.3.1 that relevant new material evidence has come to light that was not available for a good reason at the time of the Complaint;

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9.3.2 that there is prima facie evidence that a procedural irregularity has occurred in the handling of the Complaint;

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9.3.3 that the sanction is disproportionate to the Complaint.

9.4 The Appeal must clearly state what is being appealed, i.e. whether the Member is appealing against findings and/or sanctions.

- 9.5 All relevant evidence must be included with the Appeal.
- 9.6 Within 10 working days of the submission of the Appeal, MLAS will appoint an external independent body (the "Appeal Panel") to review the following documents:-
- 9.6.1 The Complaint, and its evidence;
  - 9.6.2 The Member's response to the Complaint, and its evidence;
  - 9.6.3 The Outcome;
  - 9.6.4 The Appeal, and its evidence.
- 9.7 The Appeal Panel will aim to make a decision within 40 working days of their appointment under Clause 9.6.
- 9.8 The Appeal Panel's decision will comprise one of the following:-
- 9.8.1 UPHOLD THE OUTCOME.
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- 9.8.2 AMEND THE OUTCOME: The Appeal Panel may consider it appropriate to amend the Outcome within the scope of Clause 8.12.
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- 9.8.3 REVERSE THE OUTCOME.
- 9.9 Once the Appeal Panel has reached a decision, the Member will be informed of the decision in writing within 10 working days by MLAS.
- 9.10 The determination of the Appeal Panel to uphold, amend or reverse the previous Outcome is final.
- 9.11 Any action taken against a Member is reflected on the MLAS website, i.e. if a member is suspended, it is listed next to their name on the website.

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## 10. DISPUTES

Any dispute between the parties regarding these Terms and Conditions or extension shall be, at the instance of either party, referred to an Independent Arbiter. Their decision shall be final and binding and its costs shall be borne in such a manner as it thinks fit.

## 11. DATA PROTECTION

- 11.1 MLAS holds any information you provide in accordance with the Data Protection Act 1998. Information you provide, or we hold, may be used by MLAS or the HOMESTAMP CONSORTIUM to:-
- 11.1.1 Identify you and help validate your declarations.
  - 11.1.2 Help run, and seek your views on how we run the scheme.

- 11.1.3 Inform you about any changes to the scheme or any additional development courses, services events provided by the scheme, or its partners.
- 11.1.4 Inform you about any services; any schemes, events etc. provided by the MLAS or any partner local authorities.
- 11.1.5 Carry out marketing, analysis and reviews on the operation of MLAS.
- 11.1.6 To seek your views on issues relevant to private landlords or impacting on the private rented sector.
- 11.1.7 Provide update information and changes for the reference manual and provide relevant information about changes to statute or case law.
- 11.2 MLAS will only use any information you provide in the course of its duties to promote information and education in the Private Rented Sector.
- 11.3 As a MLAS Member you may have access to other Members data, however, you may not use this information for circulars, promotions and other communications and should abide by the Data Protection Act 1998 and MLAS Data Protection Policy (which can be viewed at: [www.homestamp.com](http://www.homestamp.com))
- 11.4 If you require any information as part of data protection you should contact MLAS through the contact information at Clause 16.
- 11.5 MLAS reserves the right to use any information you supply, in order to market and promote the scheme, or to undertake market research and statistical analysis on beneficial to MLAS and its partners and members. If you do not wish your information to be used in this way please inform MLAS in writing.
- 11.6 Upon payment of a fee of £10.00\*, you have a right under the Data Protection Act 1998, to receive a copy of the information that we hold about you. If you believe that any information we hold about you is incorrect or incomplete, you should contact us without delay. Any information which is found to be incorrect or incomplete will be corrected promptly. All correspondence should be in writing and addressed to MLAS at Clause 16.

## **12. COPYRIGHT**

- 12.1 The Midland Landlord Accreditation Scheme, its acronym "MLAS" and the MLAS Accreditation logo remain the copyright of the Midland Landlord Accreditation Scheme as managed by the Homestamp Consortium. All rights reserved.
- 12.2 Use of MLAS accreditation logo is not permitted unless you are a Member and we have granted you express permission for the use of the logo.
- 12.3 Use of the MLAS Accreditation logo, and any supplied MLAS materials is subject to your continued adherent to these Terms and Conditions. Should, for any reason, you be removed from MLAS, or choose to no longer be a Member, you will be required to desist from using the MLAS Accredited logo, any associated MLAS branding and materials with immediate effect.

### **13. LIABILITY**

- 13.1 MLAS shall be under no liability whatsoever arising from oral representation or reports made on behalf of MLAS unless it is confirmed in writing and supplied by or on behalf of MLAS.
- 13.2 Our liability to you will not extend to any membership related benefits, goods or services provided by an external provider. We specifically exclude liability for any loss or damage suffered by you as a result of your involvement in whatever manor with an external provider.

### **14. FORCE MAJEURE**

Neither Party shall be liable to the other for any delay or non-performance of its obligations by reason of matters beyond its control including but not limited to, any act of terrorism, war riot, civil commotion compliance with any law or government order, fire, flood or storm, strikes or any other industrial dispute, delay in transit, power failure, postal delay or any event that cannot be reasonably be planned for or avoided.

### **15. ANNUAL REVIEW**

- 15.1 These Terms and Conditions will be reviewed annually by MLAS.
- 15.2 Members will be informed in writing or by email of any changes to these Terms and Conditions.
- 15.3 Members will be required to agree and adhere to the current Terms and Conditions, failure to do so may lead to the cessation of the Member's accreditation under Clauses 2, 3, and 4.

### **16. CONTACT DETAILS**

If you have queries, comments or complaints about MLAS please contact:-  
Midland Landlord Accreditation Scheme Highfield House Business Centre, 1562-1564  
Stratford Road, Hall Green, Birmingham, B28 9HA

Telephone: 0121 288 2008 Email: [talk@mlas.org.uk](mailto:talk@mlas.org.uk)