

# ARLA INVENTORIES ACCREDITATION SCHEME CODE OF CONDUCT

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INVENTORIES

## INTRODUCTORY NOTES

The Code of Practice for members of the ARLA Inventories Accreditation Scheme helps underpin Propertymark's commitment to promoting the highest standards in the letting and management of private residential property.

Membership of the ARLA Inventories Accreditation Scheme is available to individuals engaged in the provision of Inventories who are Principal, Partners, Directors (PPDs) or employees of specialist Inventory Providers, and individuals employed by residential letting agents whose primary responsibility is the provision of Inventories.

This Code of Practice is not intended to be a step-by-step guide to dealing with an inventory but sets down what good practice should be in key areas. Specific processes, procedures, obligations, or responsibilities may vary depending on individual Terms of Business and the relevant Tenancy Agreement.

Where a formal written complaint is made against an Accredited member, any such complaint will be considered against the guidance contained within this Code of Practice combined with the ARLA Inventories Accreditation Scheme Membership Rules. A Member following these practices, complying with the aforementioned rules, and fulfilling contractual obligations, is therefore unlikely to be found to have acted without reasonable competence. Where an Accredited Member has not complied with this Code of Practice or contractual obligations mentioned above, they would be expected to justify such departures in the light of any complaint.

## AIMS OF THIS CODE OF PRACTICE:

To help to ensure that Landlords, Tenants, and Accredited Members are aware of the expectations of standards of service that Accredited Members strive to provide both through ARLA Propertymark and the ARLA Inventories Accreditation Scheme.

To help to maintain and enhance the reputation, standing, and good name of the ARLA Inventories Accreditation Scheme and, through it, ARLA Propertymark, and their memberships by promoting good practice and protecting the public against fraud, misrepresentation, and malpractice in the letting industry.

## GENERAL

1. Accredited Members must take reasonable steps to ensure that they are conversant with all aspects of this Code of Practice and the ARLA Inventories Accreditation Scheme Rules and have an up to date working knowledge of their legal responsibilities and obligations in dealing with Clients, applicants, and tenants, appropriate to their job role.
2. Accredited Members must offer equality of professional service to any person regardless of race, creed, sex, sexual orientation, disability, or nationality. An Accredited Member must not knowingly be a party to discrimination by others in the performance or provision of services.
3. Accredited Members must always act in a fair and impartial manner and produce objective assessments of the contents and condition of properties. Accredited Members must not act or behave in a way or manner that knowingly involves dishonesty or deceit.

4. Accredited Members who make public their personal views on matters relating to the private rented sector must not claim, or give the impression, that they are representing the official view or policy of the ARLA Inventories Accreditation Scheme.
5. A Member Firm must assist the ARLA Inventories Accreditation Scheme, or any duly authorised representative or adjudicator, in its enquiries into any alleged breach of this Code or relevant aspects of the ARLA Inventories Accreditation Scheme Membership Rules.

## DATA PROTECTION ACT

6. Accredited Members must, as required by the Data Protection Act (1998), register their firms' activities, as and when appropriate, with the Information Commissioner via [www.ico.org.uk](http://www.ico.org.uk).
7. Accredited Members must be aware of its obligations relating to the obtaining, recording, holding, or disclosing of personal data and have suitable systems and controls to comply with the eight general principles of the Act which states that such personal data must be:
  - 7.1. Fairly and lawfully processed
  - 7.2. Processed for limited purposes
  - 7.3. Adequate, relevant, and not excessive
  - 7.4. Accurate, not kept longer than necessary
  - 7.5. Processed in accordance with the data subject's rights
  - 7.6. Secure
  - 7.7. Not transferable to other countries without adequate protection.
8. Accredited Members must not release confidential or sensitive personal information to unconnected third parties without permission or unless legally required to do so, including for example, on the appropriate 2authorized written request from the Police, Local Authority or HMRC where a crime, fraud or a breach of relevant legislation is suspected or under official investigation.

## TERMS OF BUSINESS, INSTRUCTIONS, FEES & CHARGES

8. Accredited Members must give a (potential) Client written details of their Terms of Business setting out what distinct types of levels of service are available, and all relevant Fees and Charges before the Client is committed to or has incurred any liability. Accredited Members should confirm in writing the Client's instructions to act on behalf and which type of level of service is being provided.
9. The Terms of Business used by an Accredited Member must be clearly presented, written in plain and intelligible language, and endeavour, where appropriate, to take account of the implications of the Unfair Terms in Consumer Contract Regulations (1999) and Consumer Protection from Unfair Trading Regulations (2008) if applicable. (Accredited Members should note that standard terms or clauses, or fees and charges, deemed unfair by the court under these regulations are unenforceable.)
10. The Terms of Business of an Accredited Member must include clear and accurate information regarding the circumstances under which either party to the contract may cancel or terminate the arrangement and what liability for fees or charges may be incurred in those circumstances.

## ACCESS TO PROPERTY

11. When access to the property is required by the Accredited Member (say for the purpose of viewing the condition, state of repair and/or to fulfil related statutory obligations) the occupying tenant must be provided with the appropriate minimum notice, prescribed by law, of the appointment unless agreed otherwise with the occupying tenant beforehand (except in cases of genuine emergency). It is the duty of the Member to satisfy themselves that such notice has been properly given to the tenant before they enter the property.
12. Accredited Members must exercise due diligence to ensure that a property is left secure after any visit by an Accredited Member (or at least as secure as it was prior to the visit).
13. Accredited Members must make sure that all keys held on behalf of Clients are suitably coded and kept secure. Records of the addresses of such keys must be kept separate from the actual keys and kept safe.
14. Accredited Members must maintain a record or log of when and from whom keys are collected and when they are returned. Accredited Members must take reasonable steps to ensure that keys are given only to suitably authorised people who have provided satisfactory identification.
15. Accredited Members must take steps to ensure that appropriate office procedures are in place to provide for the well-being of staff when on appointments away from the office.

## INVENTORIES

16. Accredited Members should ensure that upon appropriate instructions from the Client at commencement of a tenancy, any Inventory/Schedule of Condition prepared for the Client by the Member **clearly displays their name and ARLA Inventories Accreditation Scheme Membership number**, is sufficiently detailed, and up to date, as far as is within their control, to allow it to be used as a fair measure of the condition of the property at the end of the tenancy.
17. Members must ensure they are familiar with the “TDS guide to: Inventories, check-ins & check-out reports” and should be aware that complaints will be assessed against compliance with the Guide as well as this Code of Practice.
18. Accredited Members should not have any financial connection with a maintenance, cleaning, or similar contracting company.
19. Accredited Members should be fully conversant with the procedures concerning the assessment of damages and the apportionment of the deposits at the end of the tenancy. Accredited Members are expected to provide as much cooperation as may reasonably be expected to all parties involved in this process.
20. An Accredited Member is expected to co-operate and comply fully and promptly with any independent alternative dispute resolution process (such as The Tenancy Deposit Scheme) invoked by the landlord and tenant.

## COMPLAINT HANDLING, MEMBERS' INTERNAL PROCEDURES

21. A Members Firm must have a written in-house complaint handling procedure (appropriate to its size and structure). A customer complaint procedure template is available from the Propertymark website, <https://www.proropertymark.co.uk/resource/complaints-procedure.html>. Any person wishing to make a formal written complaint about the standards of service received must be made aware (in writing) of those procedures upon request. Following the conclusion of the Member Firm's in-house complaint process, where an impasse has been reached or a complainant remains unsatisfied; the complainant must be informed of the contact details for ARLA Inventories should they wish to pursue their complaint.
22. Accredited Members must have Professional Indemnity Insurance and Public Liability Insurance at levels and scope of cover set, from time to time, by the ARLA Inventories Accreditation Scheme or be covered under the policies held by their employer. Where a Member feels a complaint or allegation is likely to result in formal legal action/claim against the firm, the Member should promptly inform their Insurers in line with the arrangements between them.

## COMPLAINTS HANDLING, REFERRALS TO THE ARLA INVENTORIES ACCREDITATION SCHEME

ARLA Inventories will not normally consider a complaint until it is satisfied that the complainant has exhausted an Accredited Member's own internal complaints procedures, or if the matters are subject to formal legal action.

23. Accredited Members must comply promptly and fully with any investigation or assessment of a complaint or dispute conducted by the ARLA Inventories Accredited Scheme or its appointed adjudicator, expert, or arbitrator.
24. Accredited Members must, subject to any appeal process, comply with the result, recommendations, or requirements of the evaluation of a complaint or dispute conducted by the ARLA Inventories Accredited Scheme or its appointed adjudicator, expert, or arbitrator.
25. Sanctions available to the ARLA Inventories Accreditation Scheme are set out in the Propertymark Sanctions Policy (as amended from time to time) and within the Complaints Form leaflet. These sanctions are subject to variation but generally include: -
  - 25.1. To recommend that the Member apologise, in writing, to the appropriate person for the relevant conduct, action(s) or omission(s).
  - 25.2. To caution the Accredited Member against repeating the conduct, action(s), or omission(s).
  - 25.3. To recommend to the Accredited Member that they refund all or some part of fees or charges previously made, in recognition of the conduct, action(s) or omission(s).
  - 25.4. To impose a financial penalty or fine (which may be suspended) upon the Accredited Member for the contravention, breach, or infringement, according to a scale decided upon from time to time by ARLA Propertymark/the ARLA Inventories Accreditation Scheme.
  - 25.5. To recommend that the Accredited Member change its procedures or documentation arising from the facts disclosed by a complaint, breach, or infringement, which has been upheld.
  - 25.6. To recommend that the Accredited Member undertake such action as the ARLA Inventories Accreditation Scheme considers appropriate to rectify or redress the conduct, action(s), or omission(s).
  - 25.7. To recommend to the parties other, more appropriate, ways of resolving the complaint or dispute including mediation or arbitration.
  - 25.8. To reprimand or severely reprimand the Accredited Member for the conduct, action(s), or omission(s).
  - 25.9. To suspend the Accredited Member from membership of the ARLA Inventories Accreditation Scheme.

- 25.10. To expel the Accredited Member from membership of the ARLA Inventories Accreditation Scheme.
- 25.11. Any combination of the above or any other reasonable action which the ARLA Inventories Accreditation Scheme feels appropriate in order to support high standards within the industry and amongst its membership.

## GLOSSARY

**Please Note:** These are not legal definitions and are provided simply by way of explanation to help clarify understanding and interpretation of some of the words, terms or expressions used in this document.

<b>ARLA Accreditation Scheme Rules</b>	The detailed rules of the ARLA Accreditation Scheme which incorporate the criteria for membership; s; disciplinary powers and procedures, the requirements in regard to Professional Indemnity Insurance and Public Liability Insurance; the use of the ARLA Inventories logo which is protected by trademark; and other matters.
<b>Accredited Member</b>	Any individual who is a current full member of ARLA Inventories and thus regulated by the PropertyMark.
<b>Tenancy Agreement</b>	A legally binding document, which creates the contract between Landlord and Tenant and governs the respective obligations and responsibilities of both parties.
<b>Client(s)</b>	The person or persons (or company) who have exercised their lawful authority to instruct an Accredited Member to act on their behalf.
<b>Tenant(s)</b>	A person or persons who at any relevant time have the lawful right to occupy a property, under the terms of a tenancy agreement, for which rent is usually paid.
<b>Landlord</b>	A person or persons (or company) who at any relevant time own, or have a formal interest in, the property that gives them the right to possession of that property.
<b>Inventory/Schedule of Condition</b>	In the letting industry these are encompassed in, and considered to be, one document. An Inventory is an itemised listing of the items (contents, fixtures and fittings etc.) in a property and the integral Schedule of Condition element describes the state of the property, including walls, floors, ceilings and externally, the garden and garage; and their (the items), state.
<b>Unfair Terms in Consumer Contract Regulations 1999</b>	These regulations require that where there is a contract between two parties (a supplier and an individual consumer), the standard terms and clauses of that contract are in plain and intelligible language and are balanced and fair so as not to unduly penalise, mislead, or restrict the rights of the consumer.
<b>Inventory Provider</b>	A person with appropriate experience and/or training, who prepares an Inventory/Schedule of Condition prior to commencement of a tenancy; checks the document at the end and prepares a summary of disrepair or damage etc. and updates the document as appropriate before re-letting.
<b>Public Liability Insurance</b>	Insurance held by an Accredited Member or company to cover claims made for injury or damage caused to someone or something while in or around a relevant property.
<b>Professional Indemnity Insurance</b>	Insurance cover which each Accredited Member is required to hold as a condition of membership, to provide indemnity against claims for compensation by Clients who sustain a financial loss arising out of professional negligence by directors, partners or employees in the conduct of their business.