

**GUIDANCE FOR OWNERS OF HOUSES IN MULTIPLE OCCUPATION
- PRODUCT SAFETY -**

INTRODUCTION

This document has been written to give guidance to Landlords, Managing Agents and others with an interest in privately rented accommodation. It outlines Consumer Protection Legislation and tackles the complex area of Supply of Goods, as these relate to the letting of dwellings.

Particular advice is given regarding:

- ◆ Upholstered furniture
- ◆ Electrical appliances and installations
- ◆ Gas appliances
- ◆ Other consumer products

You should be aware that this note is for guidance only, it is not an exhaustive document. If you require further advice, you should contact this office or refer to the telephone numbers noted at the end of the document.

SUPPLY OF GOODS

The **Consumer Protection Act 1987** is the legislation on which most product safety law is based. This Act states that when goods are *supplied* to consumers *in the course of a business*, certain safety standards must be met.

Defining the term supply

Under The Consumer protection Act 1987 the term *supply* may include the following actions:

- ◆ hiring or lending goods
- ◆ providing goods in exchange for any consideration other than money
- ◆ providing goods in (or in connection with) the performance of a statutory function
- ◆ giving goods as a prize or making a gift of the goods

You may *supply* items whether you are a *principal* (ie a Landlord) or *an agent*:

The *supply of goods* can only be undertaken when the property is let *in the course of business* whether this is the case will be a matter of individual circumstances and can only be confirmed by a court.

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WHO HAS RESPONSIBILITY FOR THE SUPPLY OF GOODS IN A DOMESTIC LETTING?

Trading Standards safety regulations will apply to goods *supplied* as part of a domestic letting. It is therefore vital to identify the responsibility of all parties in relation to goods, when drawing-up a letting agreement or other contract relating to the letting of a property. Generally whether you will have responsibility for *supply* of goods will depend on whether a court considers that the letting of accommodation is your principal business.

For example

- ◆ If you are an *owner occupier* letting your house as a one-off event, you are unlikely to be considered by a court as letting *in the course of a business*.
- ◆ If you are the owner of a number of properties, which you rent out and you have no other major business or employment, the court is likely to consider that any goods *supplied* with the letting are *supplied in the course of a business*.

Even when a Landlord employs an agent, he may still be responsible for the supply of goods under certain circumstances.

If for example

- ◆ the Agent is employed by a Landlord to find a suitable tenant for a property and to manage an agreement for its letting. BUT the agreement is entered into by the Landlord and the tenant.

OR

- ◆ the Agent is employed by the Landlord to find a suitable tenant for the property and to manage an agreement for the letting and the Agent signs the letting agreement for the Landlord.

Agents may be responsible for the goods *supplied* with a letting if they can be identified as the *supplier* of those goods.




For example

- ◆ the Agent enters into a contract with the tenant ***on behalf*** of a Landlord
- ◆ the Agent ***names himself as the Landlord*** in the Letting Agreement even though he is actually acting for the owner of the property

If the Tenant renews or continues his/her tenancy for a further term, this is not considered as a new *supply* of goods. This may be relevant to long term lettings that commenced before a particular date.

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**BEST PRACTICE NOTES FOR THE SUPPLY OF GOODS UNDER THE CONSUMER PROTECTION
ACT 1987**

-  Make sure that you know what items you are providing as part of the letting
-  Be sure that you know whether the letting of your house could be construed as a business venture.
-  Ensure that the letting agreement is phrased in such a way that it places the responsibility for supplying any furniture or other items with the appropriate person.

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UPHOLSTERED FURNITURE

Furniture and particularly upholstered furniture has been instrumental in many deaths and injuries in fires in the past. The materials used to provide padding and to cover furniture, were often prone to easy ignition and then gave off toxic fumes as they burned. *The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended)*, were introduced to control the safety of upholstered furniture. The Regulations relate to the supply of goods to consumers.

When did the regulations come into force?

The rules began for tenancies made *in the course of business* on or after 1st March 1993 but did not cover all tenancies or all furniture.

BUT

Since 1st January 1997, virtually all furniture, new or second hand and all tenancy types are covered. So at any time a Landlord lets accommodation to a new tenant, all furniture would have to comply with the regulations.

The only exemption from the regulations is that furniture made before 1950 is not required to meet the minimum standards of fire resistance.

What furniture is covered by the Regulations?

Any furniture which is upholstered and which is intended for private use in a dwelling.

For example:

- ◆ three piece suites and arm-chairs
- ◆ beds, head-boards of beds, mattresses (of any size)
- ◆ sofa-beds, futons and other convertibles
- ◆ nursery and children's furniture (including pushchairs and prams)
- ◆ loose and stretch covers for furniture
- ◆ scatter cushions and seat pads
- ◆ pillows
- ◆ furniture in new caravans
- ◆ garden furniture, which is suitable for use in a dwelling

What furniture is not covered by the Regulations?

The Regulations do not apply to:

- ◆ sleeping bags
- ◆ bed clothes (including duvets)
- ◆ loose covers for mattresses
- ◆ any furniture made before 1 January 1950
- ◆ pillow cases
- ◆ curtains
- ◆ carpets

NB These products are subject to other legal controls.

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All upholstered furniture must have some resistance to fire and all must have the following features.

Upholstered furniture, general requirements

Upholstered furniture generally must have:

- ◆ covers that resist ignition from a match flame test
- ◆ covers which resist ignition from a smouldering cigarette test
- ◆ filling materials which pass an appropriate ignitability test
- ◆ permanent labelling to show compliance with the appropriate regulations

NB

From 1st January 1997, all upholstered furniture supplied with accommodation must comply with fire tests, unless it was made before 1950.

Labelling

All new furniture must have the appropriate labelling (see below). It is not mandatory for second hand furniture to carry such a label but you are advised not to buy any furniture unless it carries an appropriate label.

Exemptions from labelling requirements

Mattresses, divans and bed bases are not required to bear this type of label. However, compliance with the ignitability tests may be shown by a label stating compliance with BS 7177. This label has a blue border with white lettering and black cigarette and flame symbols.

The labels attached to furniture should contain the information shown below.

CARELESSNESS CAUSES FIRE

Batch/ID NO: ID No: AX 1234

**To comply with the Furniture and Furnishings
(Fire)(Safety) Regulations:**

This article does (or does not) include a Schedule 3
Interliner

All foams, fillings and composites have been tested to ensure compliance with the relevant
Ignitability test

All covers and fillings have been tested to ensure that
They are cigarette resistant

All covers have been tested to ensure that they are match resistant
Further details are available from your retailer

If you have any doubt about the information given above, you should contact the Trading Standards. Their number is given at the end of this document.

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**BEST PRACTICE NOTES FOR THE PROVISION OF FURNITURE IN RENTED
ACCOMMODATION**

- 🔑 If you have let any accommodation with upholstered furniture in it since 1st January 1997, that furniture must comply with The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).
- 🔑 At the end of a letting you should check all the furniture in the letting to ensure that it complies and that the tenant has not left any additional furniture which does not comply
- 🔑 Preferably you should only supply new furniture in your lettings
- 🔑 Only supply furniture in your lettings which carries the appropriate labels
- 🔑 If you have any queries, contact The Trading Standards.....

ELECTRICAL APPLIANCES AND INSTALLATIONS

All domestic equipment that plugs into a normal socket will be covered by the requirements of the Electrical Equipment (Safety) Regulations 1994, (except the plugs themselves).

The Legislation

The Electrical Equipment (Safety) Regulations 1994 apply to all electrical equipment, which operates between 50-1000V AC and 75-1500 DC. This includes mains voltage equipment connected to 230V or 110V supplies.

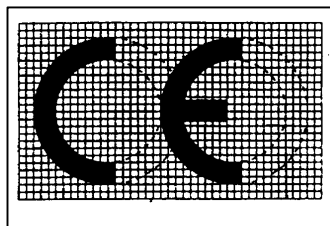
Once again, the responsibility for compliance with these Regulations will only lie with the Landlord or Agent if they *supply* the goods *in the course of business*. Electrical goods supplied with a letting must:

Satisfy safety requirements
Carry a CE marking

What does this mean?

The appliance must pose the minimum risk of causing death or injury
The appliance must be designed and constructed to operate safely when connected to the mains
It must be well constructed
It must meet certain safety objectives, laid down by the regulations

The CE marking is normally on the appliance its self but may also appear on the packaging and/or guarantees etc. It will look something like this:



CE Marking as found on electrical appliances

The presence of a CE marking on an appliance should mean that the appliance complies with all the requirements of the Regulations. This compliance may however, be challenged by the Trading Standards.

What goods are covered?

- ◆ all new and second-hand appliances such as kettles and TVs
- ◆ fixed equipment such as electric cookers and immersion heaters

What goods are not covered?

- ◆ plugs and sockets which are covered by **The Plugs and Sockets etc (Safety) Regulations 1994 (SI 1994/1768)**

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The Regulations do not impose a testing regime for electrical equipment but in the event of an accident involving the equipment, you may need to show that you had taken all reasonable measures to ensure that it is safe.

**BEST PRACTICE NOTES FOR THE SUPPLY OF ELECTRICAL EQUIPMENT IN
RENTED ACCOMMODATION**

- 🔑 Don't supply second hand electrical equipment unless you have had it checked by a qualified electrician
- 🔑 Don't buy any electrical equipment which does not carry the CE marking
- 🔑 Have all electrical appliances which are provided with any letting, checked regularly by a qualified electrician
- 🔑 Check for signs of wear, frayed flexes, signs of singing or burning on appliances
- 🔑 Have the electric power and lighting installations checked regularly by a qualified electrician
- 🔑 Check plugs, sockets, light fittings etc for damage

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GAS APPLIANCES

The legislation controlling the safety and installation of gas appliance is the Gas Safety (Installation and Use) Regulations 1994, which apply to all rented property containing gas appliances.

Anyone selling new or second hand gas appliances must ensure that they are safe and are supplied with instructions. You should only purchase gas cookers etc from reputable sources and ideally, you should only buy new equipment for installation in your lettings.

The dangers

Carbon monoxide leakage and risk of explosions are the main dangers that can arise from incorrect fitting and poor maintenance of gas appliances. **The Gas Safety (Installation and Use) Regulations 1994** puts the responsibility for gas appliances including LPG cabinet heaters, cookers etc, installed or supplied with the letting, on the Landlord or Agent.

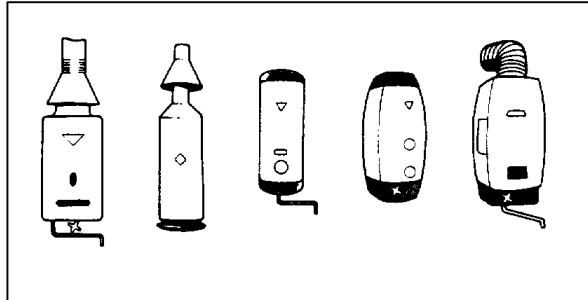
Many deaths occur each year from carbon monoxide poisoning and recently a Landlord was jailed for manslaughter when he was deemed to be negligent, after his tenant died from carbon monoxide poisoning.

The main requirements of the regulations are:

- ⇒ you must have all gas appliances supplied in your rented properties checked for safety at least once a year
- ⇒ only contractors registered with CORGI (Council of Registered Gas Installers) are allowed to carry out these checks or carry out any installation, repair, servicing or replacement of gas appliances
- ⇒ you must keep records of all safety checks, you should make these available for your tenants to inspect at commencement of their tenancy and annually thereafter. You must also produce safety certificates when requested
- ⇒ installers must inform you and your tenant if any appliance is found to be unsafe. You will be asked to agree to disconnection of the appliance
- ⇒ if you do not agree to disconnection, the matter may be put into the hands of British Gas, who have powers to disconnect dangerous appliances
- ⇒ you have a continuing duty to ensure that no actions are taken or works carried out which would affect the safe operation of any gas appliance.

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From 1 January 1996, open flued boilers (see below) or gas fires have not been permitted in rooms used for sleeping. Sealed type or balanced flue appliances or those with an automatic cut off device, which disconnects the appliance if there is a build up of carbon monoxide.



Open flued water heaters

Carbon Monoxide Detectors

Properly sited detectors complying with British Standard 7860 may give you and your tenants peace of mind and early warning if something is going wrong. But there is no substitute for proper installation, maintenance and testing of gas appliances, relying on anything less is bound to be risky.

Enforcement

The Health and Safety Executive are currently responsible for ensuring compliance with these Regulations. They can provide you with further information concerning your responsibilities in relation to the fitting and maintenance of gas appliances supplied with let accommodation. Managing agents and landlords should make it very clear in contracts who is responsible for engaging gas maintenance fitters. Either party may be held liable for prosecution for defects present in an appliance.

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BEST PRACTICE FOR SAFETY OF GAS APPLIANCES

- 🔑 Never let anyone work on your gas appliances who is not registered with CORGI
- 🔑 Get all the gas appliances supplied with a letting serviced every year
- 🔑 Do not allow open flued boilers in rooms used for sleeping
- 🔑 Do not allow vents to be sealed up
- 🔑 Tell your tenants to let you know if they notice anything wrong
- 🔑 Look out for:
 - yellow or orange flames on appliances
 - soot, stains or discolouring around the top of the water heater or the gas fire
 - strange smells when the gas appliance is on
- 🔑 Tell tenants not to use appliances if they are concerned
- 🔑 Always follow the instructions for the particular appliance which is being used

OTHER APPLIANCES

The General Product Safety Regulations 1994

These Regulations require that all other goods not mentioned above, which are "hired out" with the accommodation are reasonably safe.

For example:

- ◆ lawn mowers
 - ◆ strimmers etc
- all guards should have all their guards and so on*
- ◆ ironing boards
 - ◆ clothes dryers etc
- should not have sharp edges that could cause injury in normal use*

IN SUMMARY

Failure to comply with the above requirements is a criminal offence. The owners or managing agents of let accommodation who are in business and supply associated goods may be liable for any infringements.

To ensure that you have a reasonable defence against any prosecution

- ◆ regularly check properties and their contents
- ◆ ensure that goods supplied are examined and certified as safe
- ◆ ensure descriptions are accurate
- ◆ that adequate records are maintained