

Rules of the Association



1. Name and Address of The Association

1.1 In accordance with the consent of the members the name is: Barnsley Residential Landlords Association (BRLA). The address for Service of Notices is Shaw Lane Sports Club, Shaw Lane, Barnsley, South Yorkshire S70 6HZ,

2. Objectives

2.1 Promoting and representing the interests of private landlords who have residential lettings within the boundaries of Barnsley Metropolitan Borough Council (BMBC). The definition of a private landlord is a person who owns and lets his/her own residential properties.

3. Membership

3.1 There shall be three categories of membership:

3.1.1. Full - Individual: - a person who owns and lets his/her own residential property. This person will be entitled to attend and vote at general meetings of the Association.

3.1.2. Full - Joint Individuals: - two or more persons using the same correspondence address who own and let residential property jointly, i.e. there is one rental business. These persons will be entitled to attend general meetings of the Association but will only be entitled to share one vote.

3.1.3. Full - Company/Organisation: - an entity which owns and lets property in its own name. One person will need to be specified who will be entitled to vote at general meetings of the Association, on behalf of the member entity.

3.2. All applications for membership are subject to approval by the Committee. The Committee at their absolute discretion shall retain the entitlement to refuse applications for membership, which will not be unreasonably withheld.

3.2.1. Agents are not permitted to be members. The definition of an agent is a person who lets, and/or collects rent, and/or manages property on behalf of a third party.

3.2.2. Applicants to the Association who use agents may be members of the Association.

3.2.3. Membership of the Association is open to all without discrimination in respect of age, sex, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.

3.3. The Committee may, in their absolute discretion, suspend or withdraw membership if any

member fails to comply with the Rules of the Association, Code of Practice or, where appropriate, the BRLA 'Best Landlord' Accreditation Scheme Rules adopted by the Committee and members from time to time.

3.3.1. Membership shall be terminated for any member who fails to attend at least four general meetings in any one financial year of the Association, as evidenced on the Attendance Sheet. For leave of this rule, application shall be made to the Committee in writing, detailing the particular circumstances, and the applicant will be informed of the outcome within fourteen days.

3.3.2. Individuals may re-join the Association only once following termination for non-attendance.

3.3.3. The resignation or termination of membership of the Association results in the loss of all privileges and benefits of membership.

4. Conduct of Members

4.1. Members are required to abide by the Rules of the Association, comply with the Code of Practice and, where appropriate, the BRLA 'Best Landlord' Accreditation Scheme rules. They must behave in the best interests of the Association and not bring it into disrepute. The Association will not retain members who conduct themselves unfairly towards tenants of their properties and who do not abide by the spirit and letter of the Code and Rules.

4.2. In addition to abiding by all laws relevant to the Private Rented Sector all members aspire to reach high professional standards, in dealing both with tenants and associated institutions with which they come into contact.

4.3. All members are required to sign a declaration that they

- (i) will adhere to the Codes and Rules in force from time to time
- (ii) will attend at least four general meetings per financial year
- (iii) are not acting as agents or managers for others and
- (iv) will not divulge to non-members any matters discussed or agreed at meetings.

4.4. A member must not engage in any activity nor enter into any financial arrangement or commitment in the name of the Association unless prior permission has been obtained in writing from the Committee.

4.5. Meetings should be regarded as confidential and members must not divulge any matters discussed or agreed at meetings with particular regard to membership lists, status of tenants and suchlike to non-members.

4.6. Members must disclose in writing, within fourteen days to the Membership Secretary, any change of circumstance which may affect their membership or require their personal details to be updated.

4.7. The Association may be affiliated to national landlord associations or similar bodies from time to time. In such cases, individual members may refer to this on their correspondence, but members will not be allowed to use any related logos.

4.8 Members are not allowed to canvass for business or hand out business literature at meetings

unless authorised by the Committee.

4.9. All members shall comply with the Data Protection Act or any local equivalent in force from time to time, and will not allow Association membership lists to be used for any commercial purposes whatsoever.

4.10 All members should be aware that if any personal conflicts of interests arise, these should be disclosed and reported to the committee.

5. Committee

5.1. BRLA shall be administered by a Committee consisting of not fewer than six and not more than eleven members.

5.1.1. The Committee shall be elected every year at the AGM and shall serve until the next AGM. Invitations for nominations for Committee membership will be circulated to the members a minimum of twenty eight days before the AGM. Nominations for Committee membership must be proposed and seconded and received by the Secretary in writing at least fourteen days before the AGM. Committee members who are standing for re-election are required to confirm this but do not have to be proposed or seconded.

5.1.2. In the event of there being more nominations than vacancies, ballot papers will be issued to members attending the AGM. For the avoidance of doubt, the ballot papers must include the names of those Committee members retiring or offering themselves for re-election, as well as any additional nominees. Members present shall cast their votes up to the number of vacancies on the Committee for the candidates for their choice. The number of candidates equivalent to the vacancies on the Committee receiving the most votes shall be deemed elected. Where the total number of candidates for the Committee does not exceed the number of vacancies, the Committee, including additional nominees, may be elected *en bloc* with the consent of the members voting at the AGM.

5.1.3. Other members may be co-opted from time to time to assist the Committee. These members will not be entitled to vote at Committee meetings, since they were not elected onto the Committee by the membership.

5.2. The Committee shall hold such meetings as it deems fit to administer the affairs and activities of the Association. All transactions of the Committee shall be minuted; such minutes shall be subject to approval at the next meeting of the Committee.

5.2.1. Committee members are entitled to vote at Committee meetings in accordance with the voting rights at 3.1.

5.2.2. Each Committee member shall be given notice of the date, time, and venue of a Committee meeting.

5.2.3. A Committee meeting shall be quorate if at least half of the Committee members are present.

5.2.4. A report of these meetings will be given at a future general meeting.

5.3. The Committee shall arrange general meetings at a pre-determined venue on the first Thursday

of each calendar month or some other such occasion as the Committee deem necessary. Any such changes in this arrangement will be notified to the members at least seven days before the proposed meeting.

5.4. Committee members will be reimbursed for expenses incurred directly on the agreed business of the Association, but Committee members will not be paid for time spent except by prior written agreement of the Committee.

5.5. The Committee may from time to time make or amend such rules as they deem necessary, expedient, or convenient for the proper conduct and management of the Association. Amendments will require acceptance by 75% of the members present at the meeting voting for the resolution.

6. Annual and Extraordinary General Meetings

6.1. The Annual General Meeting (AGM) will be held every year on a date and time to be fixed by the Committee. The purpose of the AGM is to:-

- (i) appoint a Chair, Vice-Chair, Secretary, Treasurer, Membership Secretary and Committee members comprising a minimum of six and a maximum of eleven members.
These are known collectively as the Officers,
- (ii) receive and approve the annual accounts,
- (iii) agree the joining fees and confirm the annual subscription for the forthcoming year,
- (iv) deal with any other business that may be raised relevant to an AGM.

6.2. One fifth of the members of the Association are entitled to request that the Committee call an EGM. If it fails to do so within 21 days of being requested in writing then those members may themselves convene a meeting.

7. Finance

7.1. The Association is a non profit-making organisation and its financial affairs will be administered with this in mind.

7.2. The financial year shall run from the 1st day of April each year and end on the 31st day of March the following year.

7.3. Membership subscriptions are due on the 1st day of April of each year by standing order. Membership may be terminated for any member whose annual subscription is one month in arrears.

7.4. BRLA shall keep records of its financial transactions which shall be the responsibility of the Treasurer. The Treasurer shall produce annual financial statements which shall be made available to members annually, and final accounts made available within 3 months of the AGM.

7.4.1. All cheques drawn or payments from any bank or building society account maintained in the name of the Association shall require the signature of persons authorised by members of the Committee. Two signatures will be required for all payments. Telephone and internet banking are not allowed, since all payments must be authorised by two people.

7.4.2. The financial records of the Association must be made available to members on written request.

7.5. Any exceptional expenditure required on behalf of the Association shall require prior approval of the Committee and members. The Committee may recommend a supplementary subscription or levy in order to meet outstanding debts or commitments which were unforeseen at the time of fixing the annual subscription.

7.6. The financial records of the Association must be scrutinised by an independent person at least annually and made available to the membership for approval within 3 months of the AGM.

7.7. In the event of the Association winding up its affairs, any residual funds shall be divided amongst the members according to length of membership as defined by the Committee.

8. Complaints Procedure

8.1. The Committee or appointed representatives thereof shall be empowered to investigate any complaint received from:-

(i) a tenant (not a long leaseholder) against their landlord who is a member of the Association to the effect that such a member has not complied with the Code of Practice, Rules of Association or, where appropriate, the BRLA 'Best Landlord' Accreditation Scheme in force from time to time, or

(ii) a member about another member who has not complied with the Code of Practice, Rules of Association or, where appropriate, the BRLA 'Best Landlord' Accreditation Scheme in force from time to time, or has not behaved in the best interests of the Association, or has otherwise brought the Association into disrepute.

8.1.1. The Association's powers are limited to expulsion of the member concerned. It should be noted that complaint procedures cannot be used as an alternative to formal legal proceedings, and if the complainant considers legal action to be appropriate they should pursue this independently.

8.2. The procedure for investigating a complaint shall be as follows:-

1st Stage

- The Tenant should send a written complaint to the landlord explaining the problem.
- The Landlord will discuss the problem with the Tenant in order to achieve a mutually agreeable solution. If necessary, a visit to the property will be arranged.
- Fourteen days should be allowed for completion of the first stage.

2nd Stage

- If the Tenant is not satisfied with the outcome of the complaint the matter should be referred to the BRLA Committee. Upon request the Landlord will supply to the Tenant the name and address of the Secretary or Chairman of the Association.
- The Tenant should send a written complaint to the BRLA, fully explaining the problem.
- The BRLA Committee will consider the complaint taking all details into account. Both Tenant and Landlord may make personal representation to the Committee, and the Committee may also contact both or either party for further details, if this is thought necessary.

- The BRLA Committee will report its findings to both the Tenant and the Landlord.
- The BRLA Committee has no power to force a Landlord to fulfil obligations, but reserves the right to expel Landlords from BRLA membership if they do not act in a professional manner.
- Twenty one days should be allowed for completion of the second stage.

3rd Stage

- If agreement cannot be reached between Tenant and Landlord the BRLA Committee will take advice from The Strategic Housing Department of Barnsley Metropolitan Borough Council and be guided by their opinion. Strategic Housing has experience in this area and is able to use powers of enforcement where necessary.

Tenants and Landlords will be made aware that The Housing Ombudsman offers help and guidance for both Tenants and Landlords regarding complaints.

Members are requested to include a copy of the BRLA Complaints Procedure in all Tenant Information Packs.

9. Disclaimer

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