



A Guide to Joining The Property Institute for Company Members



The Property Institute: Guide to Joining

Published by The Property Institute

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Produced by the The Property Institute.

This edition first published September 2023.

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Introduction

To be a Member of The Property Institute (TPI), managing agents must become accredited, meet the TPI standards and operate according to the principles in the Consumer Charter. Together with the requirements set out in TPI's Articles of Association and Bye-Laws, these form the rules of TPI membership.

What is TPI Accreditation?

To become a member of TPI, managing agents must achieve TPI Accreditation. The aim is to protect consumers and deliver a recognised advantage to our members that guarantees accountability and best practice in all dealings between residential managing agents, intermediaries, landlords and leaseholders.

The TPI Consumer Charter & Standards has been written to apply to residential long leasehold properties (a lease of a term in excess of 21 years when originally granted) in England and Wales where a service charge, which varies according to the expenditure, is payable.

Landlord and tenant legislation does not apply to freehold houses on managed estates and therefore the Standards do not apply to them. However, the principles of the Consumer Charter still apply to those properties.

TPI will keep the Consumer Charter & Standards under review and may change them from time to time in the light of experience.

What it means to be an TPI Member

Managing agents that achieve Member status have successfully demonstrated that their company accepts, endorses and complies with: the principles of the Consumer Charter; the TPI Standards; and the rules of TPI membership.

Membership of TPI is voluntary, so managing agents that join TPI show a clear commitment to offering the best customer service and the highest possible standards.

The TPI Standards represent the core of good practice for managing agents. We believe they are achievable by any well-run company. We are looking to our members to meet the spirit of the Consumer Charter and the Standards. This is the starting point. Over time we will aspire to 'raise the bar' even further to ensure that all our members meet the highest standards of financial probity and customer service.

Guide to joining TPI

This guide sets out:

- the process for applying for membership
- guidance available to help you through the process
- FAQ's

Applying to join TPI

There are a number of ways in which companies can become involved with TPI: as a Member, as an Associate, as a TPI Partner, as a TPI Network member, or as an RTC/RTM Co. Director. A full explanation of each category of involvement is published on the TPI website (www.tpi.org.uk) and annexed to this document (see page 26).

Eligibility for TPI membership

1. Member

If your company has been trading and managing successfully as a managing agent in residential long leasehold management you are eligible to apply to become a Member, whether or not you have previously been an Associate (see point 2).

To become an TPI Member you must have achieved TPI Accreditation by complying with the TPI Consumer Charter & Standards. This applies to:

- Associates eligible to convert to Members
- New applicant companies that are trading and managing successfully as managing agents in residential long leasehold management AND who can demonstrate they meet all of the eligibility requirements
- Housing Associations that manage residential long leasehold property, either their own property or that of another landlord and who can demonstrate they meet all of the eligibility requirements.

TPI Membership is awarded by TPI's Council on the recommendation of the TPI Secretariat. Members are required to comply with all the membership rules, including the TPI Consumer Charter & Standards.

Once you have achieved accreditation, subject to satisfactory annual membership renewals and successful TPI audits, you will retain this status for as long as you remain an TPI Member.

Member level benefits are set out in full in Appendix 2.

2. Associate

The Associate category is for managing agents that are working towards becoming a Member or who may have had their application for accreditation declined. This is a transitory category where maximum periods are set and you will either progress to Member, or if still not qualified to do so after the specified period, two years, will no longer receive Associate level benefits and may be asked to leave.

Associates converting to Members will be notified when they are due to start the application process and will be given six months from the date access was granted to the online application form to achieve accreditation. If this has not been achieved, the application will be closed, and Associate membership status will be removed.

Associates are required to comply with all membership rules and, during this transitory period, should also adhere to the Consumer Charter & Standards. Compliance will be encouraged.

Associate level benefits are set out in full in Appendix 2.



TPI Partner

TPI Partner membership is open to any commercial service provider who is not a managing agent, but whose products or services are essential for managing agents such as accountancy firms, solicitors, developers, insurance companies, debt collection companies, utility providers, and other companies such as emergency repairs, lift maintenance, health and safety, surveyors, etc.

As an TPI Partner you will not be required to comply with the TPI Consumer Charter & Standards. However, we do require a full set of your latest Company accounts (if you are newly formed and have not yet filed these, you must advise TPI on when these can be submitted, and your application will be processed following receipt of these), and you must have (within the last two years) attended or will attend the TC1 introductory course (or the most relevant course). If the course is not attended within the first six months of joining as an TPI Partner use of the Partners logo will be forfeited. You may be exempt from attending a training course if you are an accountant, solicitor or MRICS. If you believe you may qualify for this exemption, please provide further details and evidence when submitting your application.

TPI Partner benefits are set out in full in Appendix 2.



TPI Network

TPI Network membership is open to any organisation which is not directly involved in the practice of residential block management or which manages only its own portfolio of residential properties, and who wishes to benefit from the professional advantages and technical support offered by TPI, which may include freeholders, corporate and estate landlords, residential developers, Housing Associations, local authorities and other Registered Providers.

As an TPI Network member, you will not be required to comply with the TPI Consumer Charter & Standards. However, we do require a full set of your latest Company accounts (if you are newly formed and have not yet filed these, you must advise TPI on when these can be submitted, and your application will be processed following receipt of these), and qualifying freeholders and developers will be required to sign the Government-backed 'Public Pledge for Leaseholders' (see: www.gov.uk/government/publications/leaseholder-pledge).

TPI Network benefits are set out in full in Appendix 2.



RMC/RTM Co. Directors

This membership status is open to non-commercial companies involved in the management of residential long leasehold blocks of flats to include Resident Management Companies, Right to Manage Companies and Residents Associations.

RMC/RTM Co. Directors gain access to the RMC/RTM Portal, technical support, discounted training, networking/briefing events, our monthly circular and quarterly magazine, useful links to other associations that will be able to provide guidance, access to membership benefits such as TPI Energy, TPI Insure and access to the TPI Partner directory. They are required to comply, where applicable, with TPI Bye-Laws, RICS Code and relevant legislation but are not required to comply with the TPI Consumer Charter & Standards.

Companies or organisations with this status are not permitted to use any TPI logo or promote themselves as an TPI Member and are unable to attend meetings or to vote in respect of the company affairs of TPI.

One of the major benefits of this membership status is that company directors will be able to access our RMC/RTM Co. Directors Portal which contains a wealth of information to help directors understand their legal obligations and responsibilities, powers and duties. The portal also contains a number of bite size, easily digestible webinars, each of which are approximately 30 minutes in length and are a valuable aid to learning.

Housing Associations

Housing Associations who have been trading and managing successfully as a managing agent in residential long leasehold management are eligible to apply to become a Member, whether or not they have previously been an Associate (see point 2).

They must comply with the TPI Consumer Charter & Standards, as well as operating within the Regulatory Framework of the Regulation Committee of the Homes and Communities Agency. The Regulatory Framework contains the fundamental obligations for Housing Associations that are registered providers of social housing.

In your capacity as a registered provider, you are not required to comply with statute S.42 Landlord and Tenant Act 1987, which relates to holding service charge money in trust. Accreditation under TPI requires this under Standards 4.1 and 4.2.

Housing Associations can join TPI Network if they are acting solely as a registered provider or as an estate landlord that does not self-manage any residential long leasehold property. This means that you are not required to adhere to the TPI Standards. If this position changes and you start to manage residential long leasehold property, either your own stock or that of another landlord, you will be required to apply to become an TPI Member.

If you are a Housing Association that has yet to join TPI you should, however, consider doing this as a positive move to enhance your competitiveness in the open market, as a demonstration of the quality of your service to leaseholders and your knowledge of long leasehold issues.

The Application Process

How to apply

1. Member

Whether you are a new Member applicant or an eligible Associate converting or a Housing Association, the three-step application process on page 10 sets out the application process that you must follow.

Our objective is to ensure that all applications are successful, and we will work with you to achieve this. But, to protect the value of Membership the application process will be rigorously applied.

We have tried to make the application process as straightforward as possible. You can apply online via a portal on the TPI website by submitting a membership enquiry form and setting up your portal account. You are able to upload and submit all supporting documents with your application. This will reduce paperwork and allow you to save and return to your application at a different time. You have six months from the date you are given access to your application form to submit your application. You will be sent regular reminders within this time if your application remains open but note that the application will be closed after six months.

You will be given access to the online application form, and you will be required to pay the non-refundable application fee (see page 11), before you can begin your application.

Initial membership enquiries from new applicants should be made via our website.

We reserve an absolute discretion to refuse any applicant Member status, even if published criteria have been met and the application fee has been paid.

To apply for Membership, evidence of compliance with the TPI Consumer Charter & Standards must be submitted. This includes:

- the membership application form
- documentary evidence
- details of required references (see the online application form)
- documentary evidence required for TPI Accreditation – Member only (see page 12)
- company procedures required for TPI Accreditation – Member only (see page 14).

2. Associate

If you are joining TPI for the first time and meet the eligibility requirements (see page 5), the process to become an Associate is similar to that described for becoming a Member.

You will be given access to the online Associate application form, and you will be required to pay the non-refundable application fee (see page 11), before you can begin your application.

Once you become an Associate, having paid the non-refundable application fee (see page 11), we would encourage you to start working towards becoming a Member as soon as possible. This means that when you meet the additional Member requirements you are ready to apply.

We would normally expect to notify successful Associate applicants within one to two months. Once notified of your successful application you will be invoiced for the annual subscription fee (see page 11). On payment you will be awarded Associate status.

We reserve an absolute discretion to refuse any applicant Associate status, even if published criteria have been met and the application fee has been paid.

3. TPI Partner

Partners are not eligible at any point to become a Member or Associate because of the nature of their business. You can apply online via a portal on the TPI website by submitting a membership enquiry form and setting up your portal account. You are able to upload and submit all supporting documents with your application. This will reduce paperwork and allow you to save and return to your application at a different time. You have six months from the date you are given access to your application form to submit your application. You will be sent regular reminders within this time if your application remains open but note that the application will be closed after six months.

Once you have completed and submitted your application, you will be required to pay the non-refundable application fee (see page 11) before your application is processed. You will be notified of your successful application, will be invoiced for the annual subscription fee (see page 11). On payment you will be awarded TPI Partner status.

We reserve an absolute discretion to refuse any applicant TPI Partner status, even if published criteria have been met and the application fee has been paid.

4. TPI Network

TPI Network members are eligible at any point to become a Member or Associate, if they are managing any leasehold stock, either their own, or on behalf of another landlord. You can apply online via a portal on the TPI website by submitting a membership enquiry form and setting up your portal account. You are able to upload and submit all supporting documents with your application. This will reduce paperwork and allow you to save and return to your application at a different time. You have six months from the date you are given access to your application form to submit your application. You will be sent regular reminders within this time if your application remains open but note that the application will be closed after six months.

Once you have completed and submitted your application, you will be required to pay the non-refundable application fee (see page 11) before your application is processed. You will be notified of your successful application, will be invoiced for the annual subscription fee (see page 11). On payment you will be awarded TPI Network status.

We reserve an absolute discretion to refuse any applicant TPI Network status, even if published criteria have been met and the application fee has been paid.

5. RMC/RTM Co. Directors

RMC/RTM Co. Directors are not eligible at any point to become a Member or Associate because of the nature of their organisation. Initial enquiries from new applicants should be made via our website. You can apply online via a portal on the TPI website by submitting a membership enquiry form and setting up your portal account. You are able to upload and submit all supporting documents with your application. This will reduce paperwork and allow you to save and return to your application at a different time. You have six months from the date you are given access to your application form to submit your application. You will be sent regular reminders within this time if your application remains open but note that the application will be closed after six months.

Once you have completed and submitted your application, you will be required to pay the non-refundable application fee (see page 11) before your application is processed. You will be notified of your successful application, will be invoiced for the annual subscription fee (see page 11). On payment you will be awarded RMC/RTM Co. Director status.

We reserve an absolute discretion to refuse any applicant RMC/RTM Co. Director status, even if published criteria have been met and the application fee has been paid.

6. Housing Associations

Housing Associations are eligible for Member, Associate or Network status. This will depend on the eligibility criteria that you meet (see pages 5–7).

Three-step application process for Member or Associate

Step 1

Sign up and complete the online Membership Enquiry Form. Once reviewed by the secretariat, and depending on your eligibility, you will be granted access to the online application, and you will then have six months to complete and submit your application.

Step 2

Upload the requested information to support your application. The below is a full list but the documents required for your application will depend on your eligibility for Member or Associate status. Your unique log on details will automatically request the required documents:

- TPI's Professional Indemnity Insurance compliance certificate*
- your accountant's report on clients' accounts*/RICS Annual Return
- your complaints procedure
- your current terms of business (optional)
- documentary evidence
- your most recent full set of corporate accounts
- any literature you have on your management services
- company procedures
- a signed declaration of compliance.

The design of the electronic application form means that you will not be able to submit your application if it is incomplete or if any requested documents have been omitted. When submitting your application, you will be asked to pay the appropriate application fee (see page 11). You can pay directly online, or we can issue an invoice on request. Once the application has been submitted you will receive an email acknowledgement. All fees are non-refundable.

If we find any errors or omissions in your application, we will explain these to you in detail and ask you to resubmit the application once you have taken the required actions.

In the majority of cases there should be no need for TPI (or an appointed representative) to visit your company's premises, but we reserve the right to do so should this be necessary.

We may require, obtain and take into account further information in relation to the past conduct and character of applicants and associated companies or businesses and their officers, employees and agents.

We would normally expect to notify successful applicants for Membership within two to three months. Once notified of your successful application, you will be invoiced for the annual subscription fee (see page 11). On payment, you will be awarded Membership and receive all applicable Member level benefits (see Appendix 2).

*Please note that we will only accept your Professional Indemnity Insurance compliance certificate and accountants report on clients' accounts on the TPI templates. You can find both templates on the application portal under 'Reference Documents.'

Step 3

Accept the Declaration of Compliance.

At the end of the application process you will be asked to state that your company:

- Operates according to the principles in the Consumer Charter
- Member only is fully compliant with the TPI Standards
- Member only operates within the requirements set out in TPI's Articles of Association and Bye-Laws.

Member status application fees 2023/4 * 1/2*

Number of leasehold units managed	Subs
0 – 500	£171.00
501 – 1,000	£343.00
1,001 – 2,000	£495.00
2,001 – 4,000	£570.00
4,001 – 8,000	£914.00
8,001 – 12,000	£1,722.00
12,001 – 30,000	£2,476.00
30,001 – 50,000	£5,711.00
50,001 – 70,000	£8,567.00
70,001 – 100,000	£9,524.00
100,001 – 150,000	£11,249.00
150,001 – 200,000	£12,915.00
200,001 – 250,000	£15,067.00
250,001 +	£17,220.00

Other application fees*

Associates will pay an application fee of £65.00; Partners, Network members, and RMC/RTM Co. Directors will pay an application fee of £63.00 + VAT. Please note, all application fees, are non-refundable.

Subscription fees

TPI's membership year runs from 1 May to 30 April. The annual subscription fees are set by the Council and the current rates are available on request.

Members that join the Association between May to October will be required to pay the membership fee in full. Members that join in the second six months of our year (November to April) shall pay a subscription pro-rata to the period remaining in that year; similarly for Associates, Partners, RMC/RTM Co. Directors and Network Members.

Members and Associates pay the full rate based on the number of residential leasehold units under management.

TPI Partners and TPI Network members pay a set fee, regardless of size of company, and the current rates are available on request.

RMC/RTM Co. Directors pay a set fee regardless of size of company and the current rates are available on request.

Housing Associations pay a fee dependent on their Membership status.

Confidentiality

We will treat your application and all the supporting documents submitted as completely confidential, and we acknowledge the need to protect commercially sensitive data. We will protect your company's privacy and process the information in line with the Data Protection Act 1998. Only those that have a legitimate reason will see any applicants' information.

*The fees will increase by the Retail Price Index (RPI) on a yearly basis with the first increase arising on 1 May 2020.

Time Limits

All applications must be submitted in full within six months of the date access was granted to the online application form, unless otherwise agreed. All applications must then be accredited within six months of original submission date. As such, applicants have a full 12 months from the date access was granted to the online application form to achieve accreditation. If this has not been achieved, the application will be closed and should you wish to apply for TPI Membership at a later date, you will be required to apply again in full and pay the appropriate application fee (see page 11).

Associates converting to Members will be notified when they are due to start the application process and will be given six months from the date access was granted to the online application form to achieve accreditation. If this has not been achieved, the application will be closed, and Associate membership status will be removed. Should you wish to apply for TPI Membership at a later date, you will be required to apply again in full and pay the appropriate application fee (see page 11).

Documentary evidence

Your application for Member status must include representative examples of the following documents, as used by your company and compiled during your management. To help you we have quoted the relevant TPI Standard where appropriate.

There is an absolute requirement to submit ALL documentary evidence for each representative block (or client) unless the responsibility is not within the firms remit as confirmed by the management agreement.

Depending on the size of your company, you should provide sample documents for one or more representative blocks (or clients) in your portfolio as set out in the sliding scale below:

Size of company/ housing association (units in management)	< 500	500 – 2,000	2,001 – 12,000	12,001 – 35,000	> 35,000
No. of sample documents	2	3	4	7	9

So, for example, if you manage 600 units you should provide copies of your Management Agreement for three different clients and separate blocks. Each block should be wholly unconnected to all others provided as part of your application by way of client instruction. If you substitute an alternative client for any piece of documentary evidence, you should explain why this has been done within the Declaration of Compliance.

- **Management Agreement**

The client will always have the final legal responsibility for the full and proper management of the property but, through the Management Agreement, the client is delegating this responsibility to the manager as duly appointed agent. The Management Agreement is an agreement in writing between the Managing Agent and the client containing a statement of: the duties and services to be provided; the Management

Fee to be charged; and how the Managing Agent will monitor routinely the quality and cost-effectiveness of all services.

The Management Agreement is referenced throughout the Standards, and, where applicable, those Standards should be reflected in the Management Agreement.

- **Introductory information to new and subsequent leaseholders**

TPI Standard – 2.2.d Contract and Charges

When agreeing a contract and charges for management services, the Managing Agent: Must ensure that every Leaseholder is provided with full contact details of the Managing Agent.

- **Basic summary of terms and duties**

TPI Standard – 2.2.e Contract and Charges

When agreeing a contract and charges for management services the Managing Agent: Should subsequently make available a basic summary of their terms and duties to Leaseholders on request.

- **Notice to or from Bank or Building Society**

TPI Standard – 4.1 Bank Accounts

If holding Client Money, the Managing Agent Must open one or more Client Bank Account.

See: [The Service Charge Contributions \(Authorised Investments\) Order 1988 \(SI 1988/1284. Amended by the Financial Services and Market Act 2000 \(Consequential Amendments and Repeals Order 2001 \(SI 2001/3649\)\)](#)

On opening a Client Bank Account, the Managing Agent:

- a) Must give or receive notice In Writing to or from the bank or building society concerned that:
 - i) all money to the credit of that account is Client Money and that the bank or building society is not entitled to combine the account with any other account or to exercise any right of set-off or counterclaim against money in that account in respect of any sum owed to it on any other of the Managing Agent's accounts;
 - ii) any interest payable in respect of sums credited to the account should be credited to that account;
 - iii) they require the bank or building society to acknowledge In Writing that it accepts such notice.

- **Service Charge year end accounts, including balance sheet**

TPI Standard – 4.2.4 End of Year Service Charge Accounts

Where the Lease sets out the way in which Service Charges are to be accounted for, then the requirements of the Lease Must be followed. Managing Agents Should also follow the guidance contained in the publication Residential Service Charge Accounts Technical Release 03/11 issued by the professional accountancy bodies jointly with The Property Institute and the Royal Institution of Chartered Surveyors.

Managing Agents Must always prepare documentation to enable the production of Service Charge Accounts.

Service Charge Accounts Should be distributed within 18 months of the date expenditure exceeded the budget or any tighter timescales that are required by the Lease and copies made available to all Leaseholders paying Variable Service Charges.

If Service Charge Accounts are not distributed within 18 months of the date expenditure exceeded the budget, a Section 20B Notice Should be served on an interim basis and any such notice Must be followed by Service Charge Accounts within a reasonable time.

See: S.20B Landlord and Tenant Act 1985

When preparing Service Charge Accounts the Managing Agent Must:

- a) ensure these, and any supporting documents, are transparent in that they reflect all the expenditure in respect of the accounting period whether paid or accrued;
- b) not distribute interest earned to the contributing Leaseholders but show this as a credit in the Service Charge Accounts and this Should be retained within the fund and used to defray Service Charge expenditure;
- c) follow the requirements of the Lease where the Lease sets out the way in which surplus and/or deficits Should be accounted for. Where the Lease does not, Managing Agents should follow S.19(2).

See: S.19(2) Landlord and Tenant Act 1985

Company procedures

A company procedure is required for each of the following Standards when applying for Member status. There may be variations from block to block and either your company procedures should provide an explanation for this or you should include an explanation on your application within the Declaration of Compliance. Only one of each company procedure is required. Each Standard that refers to a required procedure is set out below.

If your procedures change after accreditation, this should be reported in the annual membership renewal. The renewal forms provide for this.

Sample template procedures for each Standard are available and further details are set out in the Guidance section on page 17.

If a complaint is received with regard to any of these Standards, the starting point for investigation will be to look at the procedure submitted by the Member.

- **Residents' Association voluntary recognition procedure**

- TPI Standard – 3.2.1 Voluntary recognition

- Managing Agents Should have a procedure by which to voluntarily give recognition to Residents' Associations representing the majority of Leaseholders subject to the Client's agreement.

- The procedure adopted for voluntary recognition Must be set out In Writing when recognition is first given and procedures put in place to ensure that these criteria are continually met to ensure that the Residents' Association continues to act in the interest of the majority of Leaseholders in a fair and democratic manner.

- **Permission request procedure**

- TPI Standard – 3.3 Assignments, Alterations, Improvements & Other Permissions

- When dealing with assignments, alterations, improvements or other permissions required from a Landlord the Managing Agent:

- a) Should have procedures in place for responding to requests from Leaseholders for permissions required under the Lease.

- **Compliance procedure**

- TPI Standard – 3.4 Breach of Covenant, Enforcement & Forfeiture Proceedings

- Prior to and when dealing with any breach of covenant, enforcement or forfeiture proceedings the Managing Agent:

- d) Must have procedures in place, as agreed with their Client, to remedy any breaches of covenant in a timely manner.

- **Lease extension and enfranchisement procedure**

- TPI Standard – 3.5 Lease Extension & Enfranchisement

- When dealing with Lease extensions and enfranchisement the Managing Agent Must:

- a) have appropriate procedures in place for dealing with any notices in a timely manner

- **Debt recovery procedure**

TPI Standard — 4.6 Arrears & Recovery

Managing Agents Must have a written procedure for monitoring arrears and debt recovery which is clearly, consistently and reasonably applied and, if necessary, tailored for individual Clients.

Clients Must be made aware of those procedures, how far they will go and at what stage the Client may have to pay or indemnify the Managing Agent if further action is taken.

When dealing with arrears the Managing Agent:

- a) Must inform the Client promptly In Writing, of any situation involving significant arrears and take the Client's Instruction as to the next steps or have agreed standing instructions in place;
- d) Should have procedures in place to guard against the possibility of waiver of the right to forfeiture when acting on behalf of the freeholder or head Landlord with a reversionary interest.

- **Contractor and administration procedure**

TPI Standard — 5.1 Contractor Appointment & Administration

When appointing a contractor, the Managing Agent Must not exceed the authority given to them by the Client and Must have:

- j) appropriate control systems in place to ensure that works have been completed to an acceptable standard;
- k) a procedure in place to deal with complaints by Leaseholders alleging unsatisfactory work or damage.

- **Repairs and maintenance procedure**

TPI Standard — 5.2 Repairs, Maintenance, Renewals & Improvements

When dealing with repairs, maintenance, renewals and improvements the Managing Agent:

- e) Must ensure that procedures are in place to deal with repairs and maintenance within appropriate timescales having regard to the urgency of the matter and the availability of funds.

- **Out of hours procedure**

TPI Standard — 5.2.g Repairs, Maintenance, Renewals & Improvements

- g) Should have procedures in place for dealing with urgent out of hours emergency repair work.

- **Employee training policy**

TPI Standard — 5.3 Staff Employment & Staff Management

The Managing Agent Must clearly define who the employer of any on-site staff is and all documentation issued Should reflect this. Where agency staff are employed there Should be an appropriate agency contract.

When dealing with employment of staff the Managing Agent Must:

- d) put procedures in place and follow these to induct and provide ongoing training to ensure staff are professionally competent to undertake their defined duties.

- **Insurance Claims handling procedure**

TPI Standard – 5.4.2 Insurance Claims

Where the Managing Agent is not authorised to undertake claims handling, the claimant Must be referred to the broker or insurer. Where the Managing Agent is authorised to deal with claims they Must:

- a) have a procedure for processing the claim without unnecessary delay being aware that Leaseholders have the right to notify insurers of possible claims.

- **Complaints handling procedure**

TPI Standard – 7.1 Disputes

When dealing with disputes the Managing Agents Must:

- a) maintain and fully implement a published complaints handling procedure appropriate to the size and structure of their organisation meeting the minimum requirements of TPI and/or any other professional organisation to which they are members;

- **Termination and handover procedure**

TPI Standard – 7.2 Terminations & Handovers

Managing Agents Must follow the guidance contained in the publication 'Guidance Note F07 Management Handovers' (replicated to be publicly available 'Advice Note Changing Managing Agent') issued by the Association of Residential Managing Agents and:

- a) Must deal with any handover in a professional, competent and efficient manner which Should be within agreed timescales in accordance with the provisions for termination in the Management Agreement;
- b) Must confirm any termination In Writing with the Client clearly stating the date at which management ceases and when all relevant documentation and Client Money will be handed over to the Client and confirm who will deal with ongoing litigation, disputes, arrears collection and any fees to be charged;
- c) Should supply all relevant information to facilitate the handover not less than four weeks prior to the date of handover, or as otherwise directed In Writing. This Should include Leaseholder contact details, contractor details and insurance information as a minimum;
- d) Must pass all documents relating to the management to the Client on the date of handover or as otherwise directed In Writing;
- e) Must prepare reconciled accounts (no later than 3 months unless otherwise agreed) with itemised accruals and prepayments up to the final date of management, including schedules of arrears, creditors and debtors;
- f) Must hand over the balance of funds that are not required to meet commitments already made at the date of handover. The remaining balance Must be handed over at an agreed later date (no later than 3 months unless otherwise agreed) along with the statement of accounts made up to the date of handover.

Guidance

Technical guidance

TPI continues to produce an unrivalled wealth of advice, information, updates and guidance on the day-to-day management of residential long leasehold property management. This information is provided through Guidance Notes (GNs) that are available on the Members' area of the TPI website, for those with access.

Procedures template

In order to help you apply for Accreditation, we have created sample template procedures for you to tailor to your company or Housing Association operation. These are available to download within the 'Reference Documents' section of the online application portal.

The sample template procedures are for guidance only and not necessarily for automatic replication. They should be tailored in each instance to reflect the way your company operates. TPI accepts that from time to time you may need to deviate from your own procedures. If you decide to do this, we advise you to document the reasons and ensure that you are not breaching legislation or TPI Standards.

Model Management Agreement

TPI's Model Management Agreement is available to download within the 'Reference Documents' section of the online application portal. Like the procedures, it should be tailored for each instruction. The aim of the Model Management Agreement is to provide a straightforward, standard and generic form for the contractual/legal issues that arise between the parties. It deliberately avoids being specific about fee structures, services included in the basic fees, additional charges and the requirements on takeover or handover because we recognise that members will want to decide for themselves.

Audit

As an TPI Member, you will undergo an audit check within a three-year cycle. The overall aim of the TPI audit is to provide an assurance to TPI, its Members, clients and leaseholders that accredited Members of TPI are complying with the Standards. The process will also help raise standards across the managing agent sector and protect the public. By being open to scrutiny in this way you are distinguishing yourself from competitors through a commitment to deliver high quality work for consumers.

Full details of the audit process can be found in the publication TPI: Guide to Audit, which is also available on the TPI website.

FAQs

1. What do we need to consider before applying to become a Member?

Thorough preparation before making your application will make the process easier for you and for us. The starting point is the TPI Consumer Charter & Standards document that is available to download from the website. Hard copies can be obtained by request from info@tpi.org.uk

You need to make sure that you fully understand the Standards and what you need to do to comply. If you have any queries about the Standards or what is required for compliance, please get in touch at info@tpi.org.uk

You will want to look at the Standards against your company's current policies and procedures and consider whether you need to make any changes to comply. We are not looking for rigid uniformity. But you must comply with any legal standards and be able to show that you have met the spirit of the Standard if you depart from established practice.

Think about who else you need to involve in this assessment. Clearly senior managers will need to set the strategic direction, but it would also make sense to involve your block managers and perhaps other operational staff who may be well placed to tell you where there are practical issues that would affect compliance. More importantly, they will be the ones who will be crucial in meeting the Standards through their day-to-day work. All your staff should be familiar with the new Standards.

You should pay particular attention to the Standards that relate to financial management, accounting and the handling of client money (Part 4). These lie at the very heart of the regime and will be a priority in the audit process. It is very unlikely that you will be able to achieve accreditation without full and demonstrative compliance with these Standards.

2. Who should complete the membership application?

TPI expects to deal with a single contact on membership matters. This is a senior person in your company, a director or those responsible for the company who are in a position to give such undertakings.

3. Who should complete the membership application?

This document is intended to provide advice on the practicalities of applying for TPI accreditation and membership, and we hope that we have given you the information you require. If you have any queries, please e-mail info@tpi.org.uk or call the Secretariat on 020 7978 2607.

TPI offers support to new Member applicants in the form of a free webinar, which takes you through the application process, all the required documentary evidence, company procedures and understand what is needed from you to meet the set criteria. You will also have access to sample templates and processes that you could implement within your business; comfortable in the knowledge that it will meet the TPI Standards. The webinar can also assist those applying for Associate membership, by ensuring that you are aware of the right procedures and processes to put in place in order to meet the set criteria for when the time comes for you to progress from Associate to a full Member.

In addition, we offer one-to-one consultancy whereby TPI will come to your office for a full day, to assist you with your Member application. This service is charged at a daily rate, plus expenses and VAT.

For further information on getting support with your application, please contact info@tpi.org.uk

4. How will application for accreditation be assessed?

The Secretariat will be responsible for initial assessment. On receipt of an application there will be an administrative check to ensure that all the appropriate documentation has been provided and is complete. If omissions or errors emerge, the application will be sent back for correction. Otherwise the application will be assessed by a technical officer, who will make a recommendation to Council about whether the application should be rejected or accepted. If the application is accepted, the technical officer will state on what terms.

The Regulatory Panel will have access to all cases and will review a random sample to help discharge its duty to oversee the process. Difficult or borderline individual cases may be referred to the Regulatory Panel for advice. All the recommendations will be put to the Council for formal approval. The Council has an absolute discretion to refuse any application even if published criteria have been met and an application fee has been paid. Its decision on whether or not to award Membership will be final.

5. What happens if we don't achieve Membership first time?

If we reject your application, we will give you reasons. You can make another application at any time but you will need to be able to show that you have addressed the issues from your first application. We will offer you help to achieve this (see FAQ 3).

6. Can I just submit any documentary evidence to support my application?

Your application must include examples of the following documents used by your company:

- management agreements
- introductory information to new leaseholders
- a basic summary of terms and conditions
- notices to or from your bank or building society
- Service charge year-end accounts, including a balance sheet.

Depending on the size of your company, you need to provide documents for one or more blocks in your portfolio. Take a look at page 12 of this guide for more details.

Each document you supply needs to be for the same block. So for example, if you provide management agreements for Smith Court, Jones House and Blogs Mansions, all other supporting documents need to be for the same three blocks. If that's not possible you should substitute an alternative and explain why you've done this in your declaration of compliance.

7. Do we have to use the procedures templates provided by TPI?

We put together the procedures templates to make the accreditation process as easy as possible, so you can tailor them to your company's own methods — but you're welcome to use your own.

8. Will supplying copies of our management agreements breach client confidentiality?

We'll treat your application and all the supporting documents you provide as completely confidential. We're aware of the need to protect commercially sensitive data and will process your information in line with the Data Protection Act 2018.

9. What's the difference between a management agreement and a basic summary of terms and duties?

A management agreement is the contract between you and your client. Individual leaseholders are not normally party to that contract, unless they are an RMC/RTM director. So, they won't usually have a copy, unless your client has given them permission to see it. But leaseholders can request basic information about the terms under which you operate. To anticipate that request you should prepare a basic summary of your terms and duties, that is specific to each of your instructions, particularly covering the basis of fee charging.

10. Some of our blocks don't have management agreements in place because we're still waiting for them to be signed. Is that ok?

There may be legitimate reasons for falling short of 100% compliance with some TPI Standards. This situation could be one of them.

The TPI Standard states: "When agreeing a contract and charges for management services the Managing Agent Should enter into a Management Agreement signed by all parties to that agreement."

A justifiable reason for not having a valid management agreement in place might be where an agent has sent out the contract, informing their client they will manage according to the terms if it is not signed and returned within 14 days.

11. We have a client who wants to use their own management agreement. Is that acceptable?

TPI has a Model Management Agreement in Guidance Note F11 that complies with TPI Standards and is available to Associates in the Members' area of the website. As an Associate you may use that if you wish but it's not mandatory, and you may prefer to use your own or your client's agreement. This is perfectly acceptable, so long as it does not conflict with the TPI Standards.

12. Is a management agreement with multiple instructions acceptable?

Yes, providing the terms, duties and conditions for each instruction are the same and/or any differences between instructions are noted in the agreement.

13. What is an acceptable defined term in the management agreement?

On 15 May 2018 the Court of Appeal handed down their decision in *Corvan (Properties) Ltd v Abdel-Mahmoud* [2018] EWCA Civ 1102. The management agreement between the landlord and the managing agent in Corvan included the following term: "The contract period will be for a period of one year from the date of the signature hereof and will continue thereafter until terminated upon three months' notice by either party." The question for the Court of Appeal was whether or not this term rendered the management agreement a qualifying long-term agreement and without consultation on the agreement would cap each leaseholder's contribution to £100.00 per financial period. The Court of Appeal found that the use of the word "will" introduced a mandatory requirement that the agreement would continue beyond the initial 12 months. The impact of this decision is that there must be a new contract in place which takes effect on the expiration of the old one. The management agreement cannot give the illusion of continuing nor actually continue due to the failure of the managing agent in not getting a new contract in place. Any language in an agreement that suggests either automatic continuance or an ongoing commitment should be avoided, as should indefinite terms. Failing to do so runs a real risk for managing agents that the agreement will be deemed to be a qualifying long-term agreement.

14. We are the landlord of the building and also the managing agent. Do we need a management agreement in place to appoint ourselves?

The Standard states that when agreeing a contract and charges for management services the managing agent should enter into a management agreement signed by all parties to that agreement. The Standard states that the landlord 'Should', which means that you would have to demonstrate that you have a justifiable reason for not

entering into a management agreement. A justifiable reason may be, for example, that a management agreement is not required because the landlord and the managing agent are the same legal entity. However, if they are separate legal entities, or one is the trading name of the other, a management agreement must be in place to comply with the Standard.

15. Our basic summary of terms and duties is included in the management agreement. We have a clause in the agreement allowing us to provide copies to leaseholders. Is it acceptable to provide the management agreement instead of the summary of terms and conditions?

Yes. Simply upload each copy during your application and make a note on the declaration.

16. We include our terms and conditions with our introductory letter. Should they be separated?

If one document encompasses several pieces of evidence needed to support your application, such as in this example, simply upload the same document in each instance and make a note on the declaration.

17. Our terms and duties and introductory letter are included in the information pack that's sent to the person buying the flat. Should we be sending these documents out once confirmation of the sale has been received?

Not necessarily. If you have written confirmation from the vendor's solicitor that the purchaser has been provided with this information, and there have been no amendments to the contents of the document, this would be acceptable providing there hasn't been an unreasonable delay. As a matter of good practice, we would advise sending this information directly to the leaseholder once you have received notification that the purchase of the flat has been completed.

18. How will TPI expect the annual declaration to be made?

The Annual Declaration is defined as "An Annual Declaration In Writing made with the Service Charge Accounts." Although not a requirement to show it as a note to the accounts this would be an efficient way of meeting this Standard, but inclusion of an explanatory letter would also suffice.

19. Does the annual declaration need to include administration charges?

No. Administration charges don't go through the service charges, so they're not included.

20. Do we have to state a total income figure in the annual declaration?

The requirement is to declare all sources of income, not the actual amount in pounds and pence. However, under Standard 2.3(b) it does state it is best practice to do so. In addition to the annual declaration you must also disclose and agree in writing with your client any payment you receive for handling insurance activities. If requested by a leaseholder, you must also disclose in writing the proportionate charge, as per Standard 4.5g.

21. Standard 4.1.a states that managing agents must give or receive notice in writing from the bank or building society when opening a client bank account. We operate a global client account. Will one notice be enough to show we comply?

There are three types of acceptable banking arrangements under the TPI Standards: individual accounts for each property; global client accounts denoted by ledgers; and virtual accounts, where properties can be separated out. If you operate on the first method, one notice is required per account. But, if you operate on either of the latter two, one notice for the global account will be enough providing it lists all the clients / instructions that pay into that account.

22. Standard 4.1.a.iii requires confirmation from the bank or building society that they accept the notice, but ours hasn't responded. Are we breaching the Standard?

No. The Standard requires you to ask your bank or building society to acknowledge in writing that they accept the notice. The obligation is on you to request this, not to ensure you receive it, although that of course would be preferable.

23. Historically we haven't provided a notice to the bank but we are now doing so for all new accounts. How can we achieve compliance with Standard 4.1.a for our existing accounts?

One possible way of dealing with this is to send a compliant notice to your bank or building society listing all accounts held. After that you would then send a notice for each new account. There may be other options that we would consider. Please get in touch if you want to discuss alternative arrangements.

24. We operate a global client account denoted by ledgers, so we only have one notice to the bank to comply with Standard 4.1.a. When we take on a new instruction, will you be asking for proof that it is encompassed within the global account?

In these circumstances, we would expect you to send confirmation to your bank or building society on an annual basis to ensure all new instructions are encompassed within the notice.

25. Our banking software allows us to open accounts online and therefore no notice is given or received. How can we ensure we comply with Standard 4.1.a?

If the online opening is for a virtual account, then this would be covered by an updated letter to the bank on an annual basis as with FAQ 24. If, however they are separate, physical accounts then you should still submit the notice to the bank for each account opened, even if a response is not received.

26. We are RICS members and they have confirmed our accounts are compliant with Standard 4.1.a. Is that acceptable instead of providing notices?

No. RICS only require a bank mandate, which doesn't confirm compliance with the Standard in its entirety.

27. Is it acceptable for service charge accounts and company (statutory) accounts to be combined?

Standard 4.2.4 states that where the lease sets out how service charges should be accounted for, then those requirements must be followed. Managing agents should otherwise follow the guidance contained in the publication *Residential Service Charge Accounts Technical Release 03/11*.

The Technical Release states: "If the service charge statement is prepared on behalf of a Residents' Management Company (RMC)/Right To Manage Company (RTM) then it should be a separate statement to the annual accounts for the company required to be filed at Companies House", and that "trust money should not be included as an asset in the statutory accounts of the RMC/RTM." However, the Technical Release goes on to say that if service charges are included in the RMC/RTM profit and loss, or income and expenditure, the account should reflect the economic substance of the transactions.

Where a Member can show they have acted in accordance with the lease, it's acceptable to submit a set of accounts for an RMC/RTM showing the service charges/reserve funds in the statutory accounts, providing that: the service charge/reserve fund transactions are shown in a separate statement; it's clearly described in the accounts (e.g. with a qualifying statement) that the income is actually service charge money; and the accounts show a clear picture.

28. What if we are unable to comply in full with the TPI Standards?

In the first instance, we will not depart from the requirement that all membership applications must meet the requirements of the TPI Consumer Charter & Standards. But we recognise that there may be circumstances where applicants are very close to full compliance, yet still have particular issues that stand in their way.

For most of the Standards (for example where a procedure is required) there can be no justification for continuing in a situation of non-compliance. However, there are some areas where there might be legitimate reasons for falling short of 100% compliance.

For example, there may be a need to alter business processes significantly in one particular area to meet a relevant Standard.

In these circumstances we want to encourage openness and support improvement. We think that this is more likely to be secured if we work with firms to achieve full compliance with the TPI Standards rather than simply refusing membership. Such firms should be able to disclose areas where further work is needed while actively working towards remedying the fault or omission.

For a transitional period, we will allow applicants to ask for such circumstances to be taken into account as part of their application for membership, on condition that they have in place a firm plan to achieve compliance within a fixed timescale. We have identified certain circumstances where we might allow leeway within the following TPI Standards:

28.2 : Contract & Charges

28.3 : Annual Declaration

4.2.4 : End of year Service Charge Accounts

Applicants for membership who are not currently 100% compliant in these areas, and who wish such circumstances to be taken into account, must explain as part of their application:

- The degree to which they fall short of full compliance
- The action they are taking to achieve full compliance
- The date by which full compliance will be achieved (this should not be more than 12 months from the date of application).

The information provided will be assessed by TPI, according to the following criteria:

- The degree to which the firm falls short of compliance
- The importance of the standard that is in breach
- The quality and rigour of the remedial action proposed
- How soon compliance will be achieved.

There will be no guarantee that the application will be accepted. If membership is awarded in these circumstances, it will be on the basis of an agreed improvement programme with a specified deadline for improvement to be in place. The accredited firm will be expected to keep TPI informed of their progress in securing improvement. Should the improvement not be secured within the agreed timetable, without reasonable cause, membership may be withdrawn.

Appendix 1

TPI CATEGORIES OF INVOLVEMENT

Membership

Defined in the TPI Bye-Laws, 'Member' means a member of the Association. They shall procure compliance with the Bye-Laws by an employee, partner, representative or agent, subsidiary or associated company of the member. Members may attend meetings and vote in respect of the company affairs of the Association of Residential Managing Agents Ltd (of which TPI is the trading name).

A full list of Member level benefits is set out in Appendix 2.

Associate

Defined in the TPI Bye-Laws 'Associate' means a non-member recognised by the Council as associated with the Association in accordance with the Bye-Laws.

The Bye-Laws state: "Council may from time to time create one or more classes of Associates to be available to organisations involved with the practice of block management who do not meet the criteria to be a Member. Council may set and vary the criteria to be an Associate and the entitlement of Associates from time to time. Associates may not attend meetings and vote in respect of the company affairs of the Association of Residential Managing Agents Ltd (of which TPI is the trading name)."

This is a transitory category where maximum periods are set and the Associate will either progress to Member, or if still not qualified to do so after the specified period, will no longer receive member level benefits and may be asked to leave.

A full list of Associate level benefits is set out in Appendix 2.

TPI Partner

Defined in the TPI Bye-Laws 'Partner' means a non-Member recognised by the Council as partnered with the Association in accordance with the Bye-Laws.

TPI Partners is open to any commercial service provider who is not a managing agent, but whose products or services are essential for managing agents such as accountancy firms, solicitors, developers, insurance companies, debt collection companies, utility providers, and other companies such as emergency repairs, lift maintenance, health and safety, surveyors, etc.

As an TPI Partner you will not be required to comply with the TPI Consumer Charter & Standards.

The granting of Partner status is entirely as the discretion of the TPI Council which may withdraw or amend it at any time without appeal.

A full list of TPI Partner status benefits is set out in Appendix 2.

TPI Network

Defined in the TPI Bye-Laws 'Network' means a non-Member recognised by the Council as partnered with the Association in accordance with the Bye-Laws.

TPI Network is open to any organisation which is not directly involved in the practice of residential block management or which manages only its own portfolio of residential properties, and who wish to benefit from the professional advantages and technical support offered by TPI, which may include freeholders, corporate and estate landlords, residential developers, Housing associations, local authorities and other Registered Providers.

As an TPI Network member, you will not be required to comply with the TPI Consumer Charter & Standards.

The granting of Network status is entirely as the discretion of the TPI Council which may withdraw or amend it at any time without appeal.

A full list of TPI Network status benefits is set out in Appendix 2.

RMC/RTM Co. Directors

This membership status is open to non-commercial companies involved in the management of residential long leasehold blocks of flats to include Resident Management Companies, Right to Manage Companies and Residents Associations.

As an RMC/RTM Co. Director, you will not be required to comply with the TPI Consumer Charter & Standards.

The granting of RMC/RTM Co. Director status is entirely as the discretion of the TPI Council which may withdraw or amend it at any time without appeal.

A full list of RMC/RTM Co. Director status benefits is set out in Appendix 2.

Misuse of logo

Those not entitled to use the TPI logo, TPI Associate logo, TPI Partner logo, and TPI Network logo and are found to be doing so, will be referred to Trading Standards.

Appendix 2

MEMBERSHIP BENEFITS	Member	Associate	TPI Partner	TPI Network	RMC/RTM Co. Director
PROFESSIONAL ADVANTAGE					
Logo	✓				
Associate Logo		✓			
Partner Logo			✓		
Network Logo				✓	
Promote themselves as TPI 'Members'	✓				
Entry into the TPI membership directory on TPIs website	✓	✓			
Entry into the TPI Partners directory			✓		
Representation amongst policy makers	✓	✓			
TPI Energy	✓	✓		✓	✓
TPI Insure	✓	✓	✓	✓	✓
Client Money Protection insurance	✓	✓		✓	
CORPORATE MATTERS					
Compliance with the TPI Consumer Charter & Standards	✓				
Compliance with the TPI Bye-Laws, RICS Code & relevant legislation	✓	✓	✓	✓	
Attend TPI company meetings	✓				
Vote on TPI company affairs	✓				
ADVICE & SUPPORT					
Technical Advice	✓	✓	✓	✓	✓
Guidance Notes	✓	✓	✓	✓	✓
RMC/RTM Co. Directors portal	✓	✓			✓
Summaries of Tribunal & Court decisions	✓	✓			
Health & Safety Helpline	✓	✓	✓	✓	
Business Support Helpline	✓	✓	✓	✓	
Crisis Line	✓	✓			
Co-ordinated Primary Authority Partnership	✓	✓			
Legal Helpline	✓	✓			
KNOWLEDGE & INSIGHT					
Monthly Industry Focus	✓	✓	✓	✓	✓
Technical updates	✓	✓	✓	✓	
TPIs quarterly magazine (AQD)	✓	✓	✓	✓	✓
Information for clients & leaseholders	✓	✓		✓	
Marketing tools	✓	✓			
TRAINING & DEVELOPMENT					
Discounts on training courses & webinars	✓	✓	✓	✓	✓
CPD opportunities	✓	✓		✓	
KNOWLEDGE & INSIGHT					
Priority booking for TPI Annual Conference	✓	✓	✓	✓	✓
Priority booking for TPI ACE Awards	✓	✓	✓		
Regional Briefings	✓	✓	✓	✓	✓
Networking opportunities	✓	✓	✓	✓	✓
Attend dedicated focus groups	✓	✓		✓	✓

Notes

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