



Llywodraeth Cymru
Welsh Government

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Welsh Government

White Paper – Summary of Responses

Renting Homes

A better way for Wales

December 2013



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1. Introduction

- 1.1 The White Paper “Renting Homes: A better way for Wales” was published on 20 May 2013. It set out the Welsh Government’s proposals to improve a complex area of housing law. Our goal is a fair, simple, and effective legal basis for renting a home, making it understandable to both landlords and people who rent their home now or in the future.
- 1.2 The consultation period ended on 16 August 2013. It allowed the public to comment on the proposals by way of responses to a set of questions but they were also free to express their views more broadly on the proposals and on broader policy matters relevant to the development of the Renting Homes Bill. The responses will inform that process.
- 1.3 This document summarises the responses. It is structured around the set of consultation questions set out in Appendix 2 of the White Paper. In some places, specific quotes have been used to illustrate the points made by respondents. This should not be taken to imply that more importance has been placed on a particular point or greater weight attached to it in the analysis.
- 1.4 The time taken by individuals and organisations to respond to the consultation is appreciated.

2. Responses Summary

2.1 In total, 173 responses were received. The breakdown of respondents by broad category is:

2.2 A full list of respondents is provided in Section 3.

2.3 The format of responses varied greatly. Most respondents did address the majority of the questions asked in the White Paper. Some respondents gave very detailed responses, which included suggestions of additional measures that might be incorporated or alternative options that should be considered.

2.4 The White Paper asked questions on key elements of the proposals. For each question asked, respondents were asked to tick 'yes' or 'no' to indicate their overall agreement or disagreement with the proposal. They then had the opportunity to explain the reason(s) for their response.

2.5 The table below lists the questions asked and the proportion of respondents agreeing or disagreeing with the proposals. This analysis is based on those respondents that indicated a clear preference by ticking 'yes' or 'no'. The issues raised in the accompanying comments by all respondents are examined in further detail below.

Table 1: Overall levels of agreement or disagreement with key elements of proposals in “Renting Homes: A better way for Wales”

Question	Yes (%)	No (%)	Number of responses*
Do you support our proposals for changing the legal framework for renting a home?	95	5	110
Do you agree that the secure contract should be based on the current local authority secure tenancy?	90	10	81
Do you agree that the standard contract should be based on the current assured shorthold tenancy?	91	9	100
Do you support the proposals in relation to each of the following issues:			
a) Addressing the anti-social behaviour of some households	95	5	96
b) Dealing with domestic abuse	90	10	97
c) A more flexible approach to joint tenancies	94	6	94
d) Abandonment of the property by a tenant	97	3	93
e) Renting by young people	75	25	83
f) Standardising succession rights	92	8	85
g) Standardising eviction for rent arrears	75	25	84
h) Requiring landlords to ensure there are no Category 1 hazards under the Housing Health & Safety Rating System	91	9	96
i) Abolishing the six-month moratorium on ‘no fault’ evictions	84	16	82
j) Establishing a legal framework for supported housing	90	10	71
k) Bringing housing association Rent Act tenancies within the Renting Homes framework	88	12	69

* Number of respondents that answered “yes” or “no” to question(s)

2.6 Taking each of the above in turn, the following pages draw on the comments of those who responded to the above questions and those who did not answer the specific questions but who submitted comments and views.

Changing the legal framework for renting a home

2.7 Overall, 95 per cent of respondents supported the proposals, which indicates the strength of opinion that the time has come to improve the legal framework for renting a home. In the words of one tenant: ‘The

current complexity of tenancy agreements and the general confusion PRS [private rented sector] tenants experience needs to be simplified'. Tenants' representative bodies TPAS Cymru (Tenants Participation Advisory Service) and Welsh Tenants both welcomed the proposals. TPAS Cymru referred to the importance of ensuring tenancy agreements are equitable and consistent, and Welsh Tenants indicated its support for addressing the current complexity.

- 2.8 There was also strong support from private landlords, with one landlord commenting: 'It will simplify things greatly without altering the current balance between landlords and tenants.' The National Landlords Association was also supportive, stating that: 'The proposed simplification of contracts in relation to a tenancy to bring clarity to the renting process for all is welcomed.' Some concerns were expressed: for example, that Wales having a different legal framework to England might be confusing for landlords with properties in both countries. The need for careful thought to be given to the timing of implementation in the context of the UK Government's Welfare Reforms was also highlighted.
- 2.9 Social landlords were also strongly in favour of the proposals. Community Housing Cymru, the representative body for housing associations, welcomed the simplification of the legal framework being proposed, albeit with some concerns regarding the timing of implementation in the context of Welfare Reform, and other issues discussed below. Individual local authorities were unanimous in their support for the proposals. So too was the Welsh Local Government Association but it did put forward concerns about some aspects and these too are described in the following pages. Housing Leadership Cymru, which represents senior housing officers in local authorities, stated it was: 'broadly in favour of the proposals and the aim of simplifying current tenancy arrangements in order to support a responsive housing system which can better meet housing needs'.
- 2.10 There was also strong support from organisations outside of the housing sector. For example, Hywel Dda Health Board commented that the proposals 'could provide a greater degree of stability of housing tenure for tenants, and it is well noted in academic research that a stable home background can improve health outcomes.' Similarly, Dyfed Powys Police said that 'the introduction of a consistency of tenure is necessary to grip the issue of housing and the many pitfalls associated with rogue landlords and difficult tenants. The "Prohibited Conduct" definition is particularly useful and police officers will benefit from the standardisation in tenancy law in order to resolve disputes.'

Secure contract based on the current local authority secure tenancy

- 2.11 There was strong support – 90 per cent - for the proposed secure contract to be based on the current local authority secure tenancy. Many comments referred to the greater security that this would provide for housing association tenants. The importance of equality between tenants of housing associations and those of local authorities was stressed. There was also support for the principle of private landlords being able, but not obliged, to use a secure contract.
- 2.12 Some respondents queried whether the position of tenants on the right to buy their council house, or “right to acquire” in the case of housing association properties, would alter as a consequence of the proposals. As set out in the White Paper, there is no intention to amend either of these rights through the Renting Homes Bill. The proposals are focused solely on the rental relationship between tenant and landlord. Housing associations also indicated support for the ability for them to vary contracts on the same basis as currently applies to local authority tenancies.

Standard contract based on the current assured shorthold tenancy

- 2.13 In all, 91 per cent of respondents expressing a preference believed that the standard contract should be based on the assured shorthold tenancy. There was recognition that a flexible form of tenancy agreement was needed for use both in the private and social rented sectors (the latter would use the standard contract in place of the introductory and demoted tenancy arrangements that currently apply).
- 2.14 Torfaen County Borough Council commented:
- ‘Yes, it is important to keep a variety of options for short term tenancies, so providing a more flexible means of lease will be good for everyone, giving tenants the ability to take on short term lets and providing landlords with the opportunity to offer probationary periods to tenants.’
- 2.15 Similarly, Powys County Council said:
- ‘Having one standard agreement based on the current shorthold tenancy will assist the Council in giving consistent and correct advice and assistance to potential tenants. Private landlords, particularly those with little experience of the market, will benefit from having access to standardised free agreements.’
- 2.16 The mental health and wellbeing charity Gofal stated that: ‘The flexibility of this type of contract benefits many people and the consistency provided by a single standard contract should make the rental system easier to navigate and understand.’ This was echoed by

the response from TPAS Cymru: 'The creation of a standard contract tenancy for the private rented sector will increase the level of transparency and understanding of rights and responsibilities for both tenants and social housing providers in Wales'. It went on to say that having such a contract will complement the separate improvements in the private rented sector which are being taken forward through the Welsh Government's Housing Bill, which was introduced to the National Assembly for Wales in November 2013.

- 2.17 Private landlords also agreed with this proposal, although one did comment that the existing assured shorthold tenancy worked well and so should not be changed at all. Others, such as Shelter Cymru, while agreeing that the assured shorthold tenancy was appropriate as a basis for the standard contract, had concerns regarding the removal of the six-month moratorium on no-fault evictions. This issue is discussed in more detail below.
- 2.18 The proposal to make it a legal requirement to provide written contracts setting out terms of tenancies was also supported by many respondents. For example, one letting agent strongly agreed that there should be a duty on the landlord to provide a written copy of the contract. The Association of Residential Letting Agents also supported this proposal. However, there were some respondents who were not in favour. For example, the Guild of Residential Landlords, while being generally very supportive of the White Paper, was concerned that this requirement would be unworkable in practice. Similarly, the Residential Landlords Association opposed the requirement to issue a written contract, instead proposing that a default set of terms should apply if a tenant was not issued with a contract, or the one that was issued conflicted with the default terms.
- 2.19 The Residential Landlords Association, while being very supportive of the overall objectives of Renting Homes, also proposed an alternative approach. This was to extend, and modify, the existing assured and assured shorthold tenancy regime for use in all tenancies (excluding Rent Act tenancies), instead of introducing the new Renting Homes legal framework.

Addressing the anti-social behaviour of some households

- 2.20 The proposals for a statutory 'prohibited conduct' term addressing housing-related anti-social behaviour were strongly supported (95 per cent). It was widely recognised that having the same term in both the secure and standard contract would bring much needed clarity for tenants and landlords alike (in both the private and social rented sectors). The Chartered Institute of Housing Cymru commented:

'We welcome increasing legal remedies available to landlords that help to deliver a victim-centred approach to tackling anti-social behaviour. For this reason we support the proposal to introduce a standard

“prohibited conduct” term in every rental contract. This would strengthen landlord rights to begin possession proceedings against perpetrators of anti-social behaviour because of a breach of this clause in the contract.’

- 2.21 There were several helpful suggestions made in relation to the precise wording used in the clause. For example, the All-Wales Anti-Social Behaviour Group, which includes representatives of social landlords and the police, proposed amendments that it believed would help ensure a more joined-up approach between the police and landlords in addressing the problem.
- 2.22 Some private landlords expressed concern that they should not be obliged to take action against the anti-social behaviour of their tenants. However, others in the sector welcomed the fact that this would provide a better mechanism to deal with problems they have faced.
- 2.23 Those respondents that commented on the matter also supported court discretion being tightly structured when dealing with breaches of the term. It was also recognised that the court would always need to be able to consider the proportionality of any eviction action in the context of equality and human rights legislation. For example, Merthyr Valley Homes commented: ‘A tightly structured discretionary route, ensuring proportionality is addressed at an early stage, also appears to be a positive approach to resolving anti social behaviour quickly and effectively.’ The need for discretion taking into account particular circumstances, such as any mental health issues that might underlie perceived anti-social behaviour, was also highlighted.

Dealing with domestic abuse

- 2.24 The proposed ‘prohibited conduct’ term also includes provisions to deal more effectively with domestic abuse. An important element of the proposals is to enable a tenant who committed domestic abuse to be removed from the tenancy, without having to end the tenancy for the victim, as is currently the case.
- 2.25 There was strong support for the approach proposed (90 per cent). The Dyfed Powys Police respondent, who chairs Multi-Agency Risk Assessment Conferences (MARACs) where information about potential domestic abuse victims is shared between agencies, commented:
- ‘As a MARAC chair the proposals in respect of families where there is a joint tenancy, which could lead to the offending party only being evicted, is long overdue. This issue has regularly been the topic of debate within the MARACs I have chaired and has led to a great deal of frustration by agencies working in the Domestic Abuse arena.’
- 2.26 Similarly, the Children’s Commissioner for Wales stated the proposal: ‘could make a significant contribution to alleviating some of the

negative impact that domestic abuse has on the experiences and outcomes of affected children.’

- 2.27 One issue raised by a number of respondents was that the proposed definition of domestic violence might be too narrow. Suggestions were made for it to include psychological, sexual, financial and emotional abuse. A number of respondents also stressed the importance of recognising that both men and women can suffer domestic violence.

A more flexible approach to joint tenancies

- 2.28 A key component of the Renting Homes proposals is to enable joint tenancies to be altered (by adding or removing tenants) without, as at present, bringing the existing tenancy to an end and having to begin a new one. It is this feature that also enables the targeted approach to anti-social behaviour and domestic violence set out above. It also means that one joint tenant cannot end the tenancy for all other joint tenants, thereby putting the remaining tenants at risk of homelessness.

- 2.29 This more flexible approach was strongly supported (94 per cent). Crisis, the charity for single homeless people stated: ‘Currently, joint tenancies can cause problems for people sharing accommodation. It is common for one person to choose to leave and effectively end the contract for the other tenants.’

- 2.30 Similarly, Shelter Cymru commented:

‘We support the provisions to overcome the current draconian position whereby notice from one joint tenant, without knowledge or consent by the other, ends the joint tenancy. It also seems sensible that a landlord has the ability to terminate one joint tenant’s interest without ending the tenancy in its entirety. This would address those situations where a joint tenant moves out or wishes to surrender their interest.’

- 2.31 Landlords did indeed see benefits in the greater flexibility being proposed, referring to the problems they currently face in situations of relationship breakdown. Housing association Cartrefi Conwy stated that:

‘The paper presents a much clearer approach to joint tenancies and reflects changing relationships in society, allowing a tenant to be removed without having to start a new tenancy. This will present an easier process to manage for landlords in comparison to the current situation where a new tenancy would be required on a joint tenant ending the tenancy, thereby causing unnecessary stress and potential homelessness risk.’

- 2.32 However, notwithstanding the high level of overall support, there were concerns expressed by some landlords and their representatives. The

most common concern was that there would need to be clarity regarding how to address any arrears that had accumulated prior to a tenant leaving the contract. Furthermore, clarification was sought on whether, if a suspended possession order had already been obtained against the existing joint tenants, the landlord would need to seek a new order against the remaining tenant(s).

- 2.33 Confirmation was also sought that the landlord's consent would be required in order for a tenant to be added to a contract. On that point, it is indeed the case under the Renting Homes proposals that the addition of a new tenant to a joint tenancy is subject to the landlord's consent (which cannot be unreasonably withheld).
- 2.34 A minority of landlords did not believe there was a need for change. For example, the Residential Landlords Association argued that, in a situation where the principal income earner has left the tenancy, the landlord should be entitled to possession on the expectation that the remaining tenant would be unable to pay the rent.

Abandonment of the property by a tenant

- 2.35 The vast majority of respondents welcomed the proposed clarification of this area of housing law, with 97 per cent of those indicating a clear preference being supportive. It was also highlighted that this would enable abandoned properties to be re-let to those in need more quickly. For example, United Welsh Housing Association stated that:

'The proposals on abandonment are very helpful. The ability for landlords to recover possession of a property more quickly, without the need to apply to court, will ensure that rent losses can be minimized, and housing stock can be used more effectively to the benefit of those in housing need.'

- 2.36 Some respondents felt that the proposals would also assist in dealing with the impact of the UK Government's Welfare Reform programme. One housing association suggested that abandonments may increase as the combined impact of Welfare Reform begins to bite, and that the proposal would therefore help to minimise the time and income lost when properties are empty, as well as avoiding associated legal costs.
- 2.37 Many respondents, while supporting the proposed approach, drew attention to the need for clear guidance regarding the form of investigations that a landlord would need to carry out in order to ascertain that the property was abandoned. A particular concern was raised in relation to vulnerable individuals. For example, Housing Leadership Cymru response stated:

'HLC welcomes the proposal to simplify and reduce the time taken to deal with the abandonment of a property by the tenant. However, appropriate processes and timescales to be applied by landlords in

determining the reasons for any absence of the tenant from a property will need to be developed and agreed to ensure consistency and fairness.'

2.38 Cardiff and Vale University Health Board similarly commented:

'Whilst it is vital for improving the availability of housing that landlords are able to take repossession swiftly and economically; there may be an issue where the tenant has not 'abandoned' the property, but has been hospitalised or sectioned under the Mental Health Act 1983.'

2.39 Likewise, mental health charity Gofal stated:

'Yes, we generally support this proposal. However, it is important to ensure that this does not lead to unfair practice. For example, if people are hospitalised or imprisoned for a short time they need to be protected from the perceived notion that they have abandoned the property. The plan to deal with real abandonment should not allow unscrupulous landlords to use this mechanism to make people who have been hospitalised homeless on discharge.'

2.40 The risk that some tenants might be wrongly evicted led a minority of respondents to not support the proposals in relation to abandonment. For example, Shelter Cymru stated:

'Case law has established that a tenant may leave premises for a long absence without being deemed to have abandoned the property, provided they retain an intention to return. For example, a tenant could leave the premises to visit family abroad for as long as two years, leaving his possessions on the premises and a caretaker person to pay rent, and can be deemed to be continuously occupying.'

Renting by young people

2.41 This proposal was supported by three out of four respondents, but several respondents also raised concerns regarding the appropriateness of 16 and 17 year olds renting, in particular in the private rented sector. Many respondents highlighted that young people are likely to require additional support to be able to maintain a tenancy successfully. Others stressed that, despite overcoming the current legal obstacle that prevents equivalent renting by this age-group, landlords are still likely to require a guarantor for the rent.

2.42 The Children's Commissioner for Wales commented that the proposal may help to address the fact that this age group are particularly vulnerable in terms of a lack of accommodation options, but that there would need to be clear accompanying guidance on provision of effective tenancy support.

- 2.43 The comments of the 21 respondents (out of 83) who did not support the proposals varied. Some said that it might enable statutory bodies to avoid their responsibilities to this age group while others felt that there are appropriate protections in place to prevent this. Some felt that Housing Benefit/Universal Credit rules would undermine any change and one housing association suggested that it might have the unintended consequence of families disowning their children in order for them to access social housing. One respondent also referred to potential problems in recovering debt from someone under the age of 18.

Standardising succession rights

- 2.44 The proposal to standardise the right to succeed to a tenancy following the death of the tenant was supported by 78 of the 85 respondents (92 per cent) who indicated a clear preference. The proposal would be particularly relevant to local authorities and housing associations, effectively 'levelling up' the succession rights of housing association tenants to those of local authority tenants, and also creating a new succession right for carers.
- 2.45 The Welsh Local Government Association and Housing Leadership Cymru, as representative bodies for local authorities and senior housing officers respectively, both supported the proposal. In addition, the vast majority of responses from individual local authorities were also supportive.
- 2.46 A different picture emerged from housing associations. 19 of the 21 associations indicating a clear preference supported the proposal. However, Community Housing Cymru, the representative body for the sector, was against its inclusion, arguing that: 'succession rights are already stacked heavily in favour of tenants and we are anxious that the proposal to allow a carer to receive possession is tantamount to issuing life-time tenancies'.
- 2.47 Among the comments made by respondents, the most common related to the need to define 'carer' clearly in order to avoid abuse to obtain a tenancy. Some social landlords also suggested that, rather than creating a new succession right for carers, the issue could be addressed through adapting social housing allocation policies to include carers as a priority group.

Standardising eviction for rent arrears

- 2.48 This element of the proposals relates mainly to the social rented sector, since it would 'level up' the rights of housing association tenants to those of local authority tenants. Most significantly, it would remove the ability of housing associations to use 'Ground 8'; that is, the ability to apply for an eviction for rent arrears without the court being able to

consider extenuating circumstances such as a problem with housing benefit.

2.49 Of the 84 respondents who gave a clear indication of their preference, 63 were in favour of standardisation (75 per cent). This included all but one of the responses from individual local authorities, as well as the Welsh Local Government Association and Housing Leadership Cymru.

2.50 Amongst housing associations the situation was reversed. Just over three-quarters of respondents were in favour of retaining Ground 8 while the remainder agreed with the standardisation proposed. The most cited reason for retention was that, due to the UK Government's Welfare Reform programme, rent arrears are likely to increase and therefore, in order to deal with this issue, eviction for rent arrears should not be made more difficult. One association suggested that, if the key objective is to achieve standardisation, then that could also be achieved by extending Ground 8 to include local authority tenancies, instead of removing it from housing associations.

2.51 Community Housing Cymru, the representative body for housing associations commented:

'While Ground 8 has only ever been used as a last resort, more RSLs [housing associations] have said that they will look to use Ground 8 in anticipation that tenants hit by the bedroom tax, who are unwilling to move, are likely to very quickly accrue high levels of arrears. Lenders have been clear that if rent arrears continue to rise then they will increase borrowing costs to reflect increased levels of risk.'

2.52 The Council of Mortgage Lenders, which represents financial institutions that lend to associations, also wished to see Ground 8 retained for reasons of financial viability. However, the view of one housing association was that, since it had reserved the right to use Ground 8 but had not done so to date, it was hard to make a convincing argument that its removal would affect viability.

Requiring landlords to ensure there are no Category 1 hazards under the Housing Health & Safety Rating System

2.53 Of the 96 respondents indicating a clear preference, 87 were in favour of this proposal (91 per cent). Private landlords would be the group most directly affected as housing associations and local authorities are already required to ensure their houses are free of such hazards. However, even amongst private landlords there was strong support, with 13 of the 16 that indicated a clear preference being in agreement. Supportive comments from private landlords included: 'Category 1 hazards are those leading to death or chronic illness and no reasonable landlord would contemplate allowing such hazards on their premises'.

2.54 However, despite the strong support, there were also many comments referring to the complexity of the Housing Health & Safety Rating System (HHSRS). It was felt that this complexity would create difficulties in making it a contractual obligation on the landlord to ensure no such hazards are present. For example, the Residential Landlords Association commented:

‘The problem is that HHSRS is a complex enforcement tool for local authorities. It is well known that local authority environmental health officers find the system difficult to operate in practice. A number of aspects of HHSRS are subjective. The officer operating the system has to form his/her own judgment on certain likelihoods and outcomes. In our view, you cannot translate this into a contractual term.’

2.55 It was also highlighted by some respondents that the actions of tenants can cause a Category 1 hazard, especially the development of mould due to lack of ventilation.

2.56 Responses from local authorities, which are already responsible for identifying and enforcing action against homes with Category 1 hazards, also cited potential problems with the proposed approach. One Public Health Protection Manager referred to private landlords not having the level of expertise needed to assess hazards and that the proposal as drafted would place an unfair burden and unrealistic requirement on them. It was also noted that other developments, in particular the proposed landlord registration and licensing scheme, would assist progress in this area.

Abolishing the six-month moratorium on ‘no fault’ evictions

2.57 Of the 82 respondents indicating a clear preference, 69 (84 per cent) were in favour of abolishing the moratorium while 13 (16 per cent) were against. In addition, a wide range of views were expressed, including within the same sector.

2.58 Responses from individual social landlords supported the abolition. 13 out of 15 responses from local authorities indicating a clear preference agreed with the proposal to abolish the moratorium, while 12 out of 15 housing association responses were supportive. The arguments in favour included: the current law being confusing; the moratorium having little practical effect anyway; and that its removal would make it easier for high risk groups to secure accommodation in the private sector.

2.59 The Welsh Local Government Association and Housing Leadership Cymru argued strongly for the retention of the moratorium. They stated that, even though private landlords often prefer longer-term lets for good tenants, the abolition of the moratorium would nevertheless constitute a reduction in security for private tenants. Furthermore, they argued that the proposal would reduce the ability of local authorities to

find accommodation lasting six months, as proposed under the homelessness provisions of the Welsh Government's Housing Bill.

- 2.60 Amongst private landlords, 14 out of the 15 expressing a clear preference supported the proposal. Many commented that it would make it easier to offer short-term lets to those tenants who want that. Both the Residential Landlords Association and National Landlords Association were also supportive. Respondents from this group also pointed to statistics showing that less than 10 per cent of tenancies are ended by the landlord.
- 2.61 Shelter Cymru was against the proposal on the grounds that the positive benefits set out in the White Paper outweighed the negative impact. The charity Crisis, however, supported the proposal on the basis that no-fault evictions would still not be possible during any fixed-term contract period. Citizens Advice Cymru suggested an alternative approach, whereby additional contract terms would limit the circumstances under which a tenancy could be ended, such as the landlord wishing to sell the property or needing it for himself or another family member.

Establishing a legal framework for supported housing

- 2.62 For the first time, the Renting Homes proposals seek to establish a dedicated legal framework for supported housing, taking into account the particular challenges associated with this provision. There was strong support for this objective, with 90 per cent of the 71 respondents expressing a clear preference, being in favour.
- 2.63 However, since this is the first time such a legal framework is being developed, there were many comments regarding the detail of the proposals, as well as alternative approaches proposed. It was also recommended that further engagement with the supported housing sector is undertaken in order to ensure the final proposals will be fully workable in practice.
- 2.64 The most common concern raised was in relation to having a rigid qualifying period after which an individual would qualify automatically for greater security under either the standard or secure contract. Cymorth Cymru, which represents supported housing providers, suggested that, rather than rely on specific time periods to define the type of contract to which an individual is entitled, it would be more appropriate to focus on the purpose behind the provision of the accommodation.
- 2.65 An alternative categorisation of three types of accommodation was therefore proposed: emergency or very short term provision; general supported accommodation; and longer term / permanent accommodation. It was felt that the very short term provision should be allowed to continue to operate under a licence arrangement, even

where that lasts for more than four months. General supported accommodation would be subject to the enhanced management arrangements under a standard contract; and the secure contract should be used for long-term accommodation.

- 2.66 In order to ensure an individual is not unfairly left in a relatively insecure position as a result of removing the specific time periods, it was suggested that Supported Housing support workers could include an assessment of the individual's tenancy arrangements as part of their review process. A further suggestion was that the Welsh Government should look to establish a model licence that would apply to very short term provision, in addition to the proposed enhanced management standard contract and the secure contract.
- 2.67 A further concern was raised in relation to limiting temporary exclusions to 48 hours at any one time. A more flexible approach was suggested, under which the three 48-hour periods could be joined together, resulting in a maximum of six days in a six-month period. However, other respondents expressed concern that allowing temporary exclusion periods could be abused by landlords and that clear guidance would therefore be needed to protect individuals. Housing equality charity Tai Pawb underlined this concern, citing evidence from mental health settings where men from black and minority ethnic backgrounds have experienced unequal treatment.

Bringing housing association Rent Act tenancies within the Renting Homes framework

- 2.68 Of the 69 respondents indicating a clear preference, 61 supported this proposal (88 per cent). The supportive comments referred mainly to the benefits of ensuring consistency across social housing tenancies. However, some respondents, such as Shelter Cymru, stressed the importance of assessing the potential impact on the rent levels of those housing association tenants that would be affected.
- 2.69 Some private landlords and letting agents argued that private Rent Act tenancies should also be incorporated, but other respondents strongly agreed that it was right to exclude them.

Other comments

- 2.70 In addition to responding to the questions asked in the White Paper, several respondents suggested either additional proposals for consideration or alternative approaches to achieving the stated objectives.
- 2.71 A number of respondents suggested the proposals should address the issue of retaliatory eviction, which is where a landlord seeks to end a tenancy following, for example, a tenant's request for repairs to be undertaken. Aberystwyth Students' Union also expressed a concern that a rise in retaliatory evictions could result from the proposed abolition of the six-month moratorium on no-fault evictions.
- 2.72 There was also a suggestion that a mandatory requirement for alternative dispute resolution, in the form of 'structured mediation', should be incorporated as a fundamental term in the new contracts. It was argued that alternative dispute resolution was increasingly being successfully used in other areas related to housing, including neighbour disputes, anti-social behaviour, boundary disputes and service charges. However, the respondent stated that mediation has yet to make much impact in the course of what might be described as "mainstream" housing issues such as disrepair, possession, arrears and succession.

3. Full list of respondents

Local Government

Blaenau Gwent County Borough Council
Bridgend County Borough Council
Caerphilly County Borough Council
Cardiff Council (2)
Carmarthenshire County Council
Ceredigion County Council (4)
City and County of Swansea
Conwy County Borough Council
Denbighshire County Council (2)
Flintshire County Council
Housing Leadership Cymru
Isle of Anglesey County Council
Neath Port Talbot County Borough Council
Newport City Council
Pembrokeshire County Council
Powys County Council
Rhondda Cynon Taf County Borough Council
Torfaen County Borough Council (2)
WLGA
Wrexham County Borough Council

Housing Associations

Bro Myrddin Housing Association
Bron Afon Community Housing
Cadwyn Housing Association
Cantref
Cardiff Community Housing Association
Cartrefi Conwy
Cartrefi Cymunedol Gwynedd
Charter Housing Association
Community Housing Cymru
Cymdeithas Tai Clwyd
Cynon Taf Community Housing Group
Family Housing Association (Wales)
Gwalia Housing Group
Gwent Welfare Reform (Bron Afon Housing Association, Charter Housing Association, Linc Cymru Housing Association, Melin Homes, Monmouthshire Housing Association, Newport City Homes, Tai Calon Housing Association, United Welsh Housing Association)
Hafan Cymru
Hendre
Melin Homes
Merthyr Valleys Homes

Mid Wales Housing Association
Monmouthshire Housing Association
Newport City Homes
Newydd Housing Association
North Wales Housing (2)
Pembrokeshire Housing
Pennaf Housing Group
RCT Homes
Taff Housing Association
Tai Calon Housing Association
Tai Ceredigion
United Welsh Housing Association
Valleys to Coast Housing
Wales & West Housing

Private Landlords and Letting Agents

Alexanders Estate Agency
Association of Residential Lettings Agents
CLA - Country Land and Business Association
CPS Homes
Guild of Residential Landlords
Meyrick Estate Management
Moginie James Estate Agents
National Landlords Association (2)
Peter Alan Estate Agents
Residential Landlords Association
19 private landlords

Voluntary Sector

Aberystwyth Students' Union
Bangor Students' Union
BAWSO
Children in Wales
Citizens Advice Cymru (2)
Crisis
Cymorth Cymru
Diverse Cymru
Friends of the Earth Cymru
Gofal
Llamau
National Trust
NUS Wales
Pembrokeshire Care Society/Pembrokeshire Action for the Homeless
Radnorshire Women's Aid
Shelter Cymru
Swansea Women's Aid
Tai Pawb

Wales Co-operative Centre Limited
Welsh Women's Aid

Other

Arden Chambers
Association of Chief Police Officers Cymru
British Gas
Cardiff and Vale University Health Board
Cartrefi Cymunedol Gwynedd's Tenant and Residents Partnerships
Central Association of Agricultural Valuers
Chartered Institute of Environmental Health
Chartered Institute of Housing Cymru
Children's Commissioner for Wales
Council of Mortgage Lenders
Dyfed-Powys Police
Electrical Safety Council
Gwynedd Housing Partnership and Gwynedd Council
Health Protection Committee
Housing Law Practitioners Association
Hywel Dda Health Board
Liberal Youth Wales
Merthyr Valleys Homes - Resident Participation Forum
Mid and West Wales Supporting People Programme - Regional Collaborative
Committee
National Approved Letting Scheme
Office of Fair Trading
Older People's Commission for Wales
Principality Building Society
Royal Institution of Chartered Surveyors
Social Landlords Crime and Nuisance Group
South Wales Police
Tai Ceredigion Monitoring Group
The Law Society
The Property Ombudsman
The Representative Body of the Church in Wales
TPAS Cymru
Ungoed-Thomas & King Solicitors
Welsh Tenants
27 tenants/individuals