Response Form

Name:	Richard Evans
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Postcode:	LL13 8DH
Organisation (if applicable)	WINGETTS LIMITED.

Returning this form
The closing date for replies is **Friday 22 May 2015**

Please send this completed form to us by email to:
Privatesectorhousingmailbox@wales.gsi.gov.uk

If you are sending your response by email, please mark the subject of your e-mail: **Code of Practice Consultation**

Or by post to:
Private Rented Sector
Housing Policy
Welsh Government
Rhydycar Business Park
Merthyr Tydfil
CF48 1UZ

Publication of responses
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly.

If you would prefer your name and address not to be published, please tick here:		

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

Tenants should attend viewings punctually, and conduct themselves in a proper manner.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes ☐
No ☑

Do you have any other suggestions?

Within the referencing and checks section it states that tenants must not be treated less favourably if they have children. Many Landlords choose not to let to persons with children due to other tenants being elderly. ~~and~~ This is unreasonable not to allow Landlords this choice.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes ☐
No ☑

Do you have any other suggestions?

There needs to be more flexible access arrangements for gaining access to tenanted properties to carry out safety checks - tenants refuse access continually, therefore a provision could be made that if tenant refuses access three occassions, then the Landlad is entitled to enter the property.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

In the event of a tenant wishing to vacate a property prior to the expiry date of tenancy, then the tenant can be charged for the reletting of the property.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

Tenants must provide cleared funds in settlement of all charges.
No keys will be released until the agreement is signed by all tenants and guarantors if applicable

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes ☐
No ☑

Do you have any other suggestions?

A charge should be permitted for Agents providing a tenant reference
No way should Agents encouge Pets. Even with larger deposits, nothing can stop fleas etc.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes ☐
No ☑

Do you have any other suggestions?

The suggestion of allowing a period of three days for urgent repairs to be carried out is scandalous. It should be 24 hours for heating and hot water, three days cannot be allowed. Whoever said three days should be removed from this consultation.

Also Electrical tests MUST BECARRIED OUT - not should.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes ☑
No ☐

Do you have any other suggestions?

The reissuing of the deposit/certificate is not required at renewal.

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy?*

Yes ☑
No ☐

Do you have any other suggestions?

24 hours is not long enough to carry out final inspections - it should be ~~48~~ three days. It is the tenants responsibility to cancel their own standing orders.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes ☑
No ☐

Could the layout be improved?

The code is not strong enough. - it still allows Agents and Landlords to get away with Safety issues. Make things mandory, not advisable or "should be"

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

No mention of Legionaires Disease.
Why cannot ~~the~~ Letting Agents be regulated by ARLA ~~or~~ or RICS or another recognised body. ~~Letting~~ Who will regulate the Code - currently Local Authorities cannot cope with existing laws in relation to rented properties.

Andrew Gurner
andrewgurner777@btinternet.com

General Comment

1 Why the need for the legislation, Seems more secondary tax and bureaucratic policy
How are costs calculated by Agents, Are the landlords at the mercy of the agents in terms of costs.

SAP- what are the benefits of the SAP. This is largely irrelevant to tenants on entering into agreements. Generally it's the condition valley that count. The old type houses that have insulation in the roofs in attempting to raise the rating commonly cause secondary problems in the house such as condensation and damp which cause health issues.

2. Setting up a tenancy

How is the first point to be measured.

Second para in the case that someone doesn't comply with a check would they not be treated less favourable?

Rental Agreement- Having used Tenancy deposit schemes in the past it has taken six months to return the deposit government scheme. Where that occurs how is the issue resolved? Who is responsible?

Supplementary information-
Any other documentation required by law. This unclear and needs definition.

3. Information what is the rationale for the legislation that a landlord or agent informs welsh water.
Is this a abuse of data. I have received concerns by my tenants that I may be abusing their data.
Secondly there is a trend that Government in mandating overheads on third party, where traditionally it was the responsibility of the company. An example the 104 adoption agreements introducing a cottage industry of solicitor fees where there is no need.

Property conditions-

For some maintenance it is clearly requires suitably qualified staff, Gas/Electrical related. If you need a handle replaced it's a different story.. I'm not sure you need Indemnity insurance for that type of task.

Where condensation occurs through the lack of ventilation fans have been installed. These fans are considered by tenants as not being wanted or required as they let heat out of the home. Consequently blocked.

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
Name:	J Bartlett
Email address:	merchq2@aol.com
Telephone:	
Address:	
Postcode:	
Organisation (if applicable):	
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	No
Do you have any other suggestions?:	Yep ditch your legislation . It will drive rents up.
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	No
Do you have any other suggestions?:	Yep - leave law as it is
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	Leave law alone. New measures increase costs and rents
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	No
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	No
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	No
Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	No
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	No
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	No
Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	(Unchecked)

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
Name:	[redacted]
Email address:	[redacted]
Telephone:	[redacted]
Address:	[redacted]
Postcode:	[redacted]
Organisation (if applicable):	
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	SUPPLEMENTARY DOCUMENTATION Add: A current electrical inspetion condition report (EICR)
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	No
Do you have any other suggestions?:	SUPPLEMENTARY DOCUMENTATION Add: A current electrical inspection condition report (EICR)
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	Delete the following as it is repeated in Section 7: The fitting of a carbon monoxide alarm is mandatory when a new solid fuel burning appliance is installed
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice:	Yes

Ending a tenancy?:	
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	No
Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
Name:	Rona Crane
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Telephone:	01267231394
Address:	1 King Street Carmarthen
Postcode:	SA31 1BA
Organisation (if applicable):	Swift Relocations
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format	Yes

of the Code of Practice?:	
Do you have any other suggestions?:	Enforce all Letting Agents to have Client Money Protection,Public Liability insurance and be members of a professional body.
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	Make it a lot clearer to Landlords and Agents how you plan to enforce due to the scale that will be required during the first few years of impementation. Accredited agents and good landlords will comply but there will be thousands under the radar which will be very difficult to monitor and a far bigger budget may be required than you have accounted for. You must ensure a level playing field for all.

REES RICHARDS

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DEKR/CM

14 April 2015

Private Sector Housing Team
Housing Policy Division
Welsh Government
Rhydycar Business Park
Merthyr Tydfil
CF48 1UZ

Dear Sirs

WELSH GOVERNMENT CONSULTATION DOCUMENTS NOS. 25002 & WG24887

We return herewith both the above mentioned consultation documents together with answers to the questions raised therein duly completed as required.

We would however draw your attention to our response to Question 11 from consultation document WG24887 wherein we state that a section of the private sector market will undoubtedly withdraw their properties from the market due to the complexities introduced by the Housing (Wales) Act of 2014. We have had some experience of this already with single property owners instructing sale as soon as vacant possession can be established.

One further point is that in neither document referred to does there appear to be any reference to the fact that licensed agents should have professional indemnity policies in place as is the requirement of the Royal Institution of Chartered Surveyors. This in itself introduces a discipline which is rigorously followed by the Members and inspected by the professional body itself.

Yours faithfully
p.p. Rees Richards and Partners

CHARTERED SURVEYORS LAND & ESTATE AGENTS Established 1845

PARTNERS DEK Richards, I Howell MRICS FAAV, TMO Jenkins FAAV,
MJO Lloyd MRICS, D Williams BSc(Hons) MRICS
ASSOCIATE WR Richards MRICS
CONSULTANTS WS Phillips, AR Jones BSc(Hons) MRICS FAAV

FS 510302

Response Form

Name:	Rees Richards and Partners
Email:	post@reesrichards.co.uk
Telephone:	01792 650705
Address:	Druslyn House De la Beche Street Swansea
Postcode:	SA1 3HH
Organisation (if applicable)	Chartered surveyors established 1845

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy?*

Yes [X]
No [ ]

Do you have any other suggestions?

Full and historic management arrangements including maintenance insurance and fiscal matters will have to be treated on a broader basis.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy?*

Yes [X]
No [ ]

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	X
No	

Do you have any other suggestions?

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	X
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	X
No	

Do you have any other suggestions?

Except where a full and historic management has been in existence for decades.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes [X]
No [ ]

Do you have any other suggestions?

1) Except why would a tenant require a reference from a landlord?
2) Pets are an emotive issue as the wording describes all types of animal i.e. snakes, etc which have been the subject of problems. Surely the owner of the property must have an unchallengeable right to refuse pets.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes [X]
No [ ]

Do you have any other suggestions?

A written complaint procedure is going too far as the tenancy agreement is already a fulsome document and provides for the tenant to contact the owner or the agent.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes [X]
No [ ]

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	X
No	

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	
No	X

Could the layout be improved?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

It is difficult to see how this documentation is going to improve the private rental market as the procedures and requirements are so onerous on landlords that many with withdraw their properties from the market and sell them. The potential liabilities as set out are so demanding that it is probably only corporate or trust landlords which will be able to continue domestic renting.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Major (Retd) Wayne Morgan MBE
Address:	7 Parcau Road Bridgend Mid Glamorgan South Wales
Postcode:	CF31 4TA
Organisation (if applicable)	Bridgend Association For Voluntary Organisations

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**x**
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Dear Sir/Madam

I would like to suggest that as local authorities in both England & Wales have signed up to the Armed Forces Community Covenant (AFCC) which enshrines the statement ‘that no service man/woman or ex-service man/woman, children of/or families will be unfairly disadvantage by their service requirements’; to include housing, education, medical, welfare etc, and that most, if not all, local authority and social landlords housing registers have now been amended to prioritise those leaving the service or those that are homeless.

I would like to suggest that an amendment to
Section 1 - Statutory Requirements: that a priority be added to this to reflect that laid out in the AFCC.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	
No	**x**

Could the layout be improved?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

M. Akteruzzaman

Hello Private Sector Housing Team

Further to my email to you dated 14 April, I am writing to add another important point that I have missed out in my previous email to you in question.

The loophole concerning inclusion of bond money was omitted in previous legislation that resulted in few unfair Letting Agents took advantage of the above (loophole) and have not been passing bond money on to the landlords. Instead they have been keeping bond money in their bank account. Certainly it is wrong, unfair,unacceptable and unlawful practice and also fall short of required code of practice standard.

I have raised my grave concern about the above unfair practice by few Letting Agents. In response, I was told by number of Focus Group Private Sector Housing meetings that the previous legislation was rushed through without thinking through properly the consequences of not including the issue of Bond Money that required to be passed on to the landlord as landlord are legally responsible to repay bond money to tenants.

I most sincerely hope this time round the issue of Bond Money must not be missed out or overlooked in formulation Housing (Wales) Act 2014.

In order to avert any possible litigation case in future against the Letting Agents, I would like to have your assurance in writing that treatment of bond money would be included in Housing (Wales) Act 2014.

With kind reagrds

Yours sincerely

Mohammed Akteruzzaman MBE, M Com (Private Sector), MBA (Public Service), MCMI
HMO License Holder
Cardiff

From: mazaman40@hotmail.com
To: privatesectorhousingmailbox@wales.gsi.gov.uk
Subject: FW: Consultation Open on Code of Practice and Application Regulations under Part 1 of Housing (Wales) Act 2014

Hello

I have been advised by Landlord Accreditation Wales Cardiff Office to forward my email sent to Landlord Accreditation Wales Scheme Office in Cardiff today at 12:16:04 for your consideration.

When you read the contents, I hope you will agree with me that my feedback/comments are of utmost importance to include in Housing (Wales) Act 2014 now. I strongly believe there was a loophole in the previous legislation as a result misused by unfair and unethical Letting and Management Agents who have been keeping Bond money in their bank account contravening just , fair and ethical practice to pass the bond money on to Landlords and in addition, some of them also charge landlord 'Bond Protection Premium' & keep the bond money in their bank account that needs to be addressed through legislation (mandatory).

I hope, you will also agree with me in the event of insolvency and liquidation of Letting Agents Business, ultimate legal responsibilities lie with the landlord to repay Tenants Bond Money.

So, you can see my major concern on behalf of all Landlords across Wales.

I will much appreciate it if you could comment and confirm your appropriate and just action in this matter as soon as possible.

With kind regards
Yours sincerely

Mohammed Akteruzzaman MBE, MCom (Private Sector), MBA (Public Service), MCMI
HMO Licence Holder on Behalf of my three Daughters (Dr Flora Zaman, Miss Rumana Zaman and Mrs Farhana Shelley Zaman)

From: mazaman40@hotmail.com
To: landlordaccreditationwales@cardiff.gov.uk
Subject: RE: Consultation Open on Code of Practice and Application Regulations under Part 1 of Housing (Wales) Act 2014

Hi

Please Treat It as Most Urgent

Re: **Housing (Wales) Act 2014 Code Of Practice Consultation: All Bond Money Must Be Passed On To The Landlords Without Any Exception Enforced By Mandatory Practice Duly Backed By Law Enforcement Division Of The Regulatory Authority**

Thank you for your mail. As part of new Housing Act 2014, I would like to see in the new legislation, the Letting Agents managing Landlords' Properties collecting Bond Monies on behalf of landlords must pass them (Bond Monies) on to the landlords as it is the landlords who would ultimately (legally) be responsible for refunding the bond money to the tenants in the event of insolvency or liquidation of the letting agents' business.

If it is enacted then in the event of letting agents becoming insolvent i.e. unable to refund bond money, landlords become the victims of unlawful, improper and unethical practice of the Letting Agents. These situations must be averted by the regulatory.

Current practice by some Managing/Letting Agents, they keep bond money in their own bank account and in some cases they also collect bond protection premium from the landlords which are wrong both legally and ethically as such it falls short of legal Code of Practice and Standard.

In view of the above circumstances, Regulatory authority must make it mandatory for Letting agents as part of its enforcement (of the law) practice that all bond monies collected by Letting and Managing Agents must pass on to respective landlords without any exception otherwise it would be deemed illegal practice by the letting agents.

If you wish you can circularise the contents of my email to all landlords and seek their comments and feedback on the above issue and then form a conscious amongst landlords.

I most sincerely hope you would take the issue of bond money seriously and act decisively to put it into the statute book.

Looking for ward to your valued comments soon.

Yours sincerely

Mohammed Akteruzzaman MBE, M Com (Private Sector), MBA (Public Service), MCMI

HMO Licence Holder on Behalf of my daughters Dr Flora Zaman, Miss Rumana Zaman and Mrs Farhana Shelley Zaman

Subject: Consultation Open on Code of Practice and Application Regulations under Part 1 of Housing (Wales) Act 2014
From: landlordaccreditationwales@cardiff.gov.uk
Hello

The Housing (Wales) Act 2014 was passed by the National Assembly for Wales in July 2014 and received Royal Assent on 17 September 2014. Part 1 of the Act introduces a mandatory registration scheme for private landlords and a requirement for private landlords and agents to be licensed if they let or manage properties.

The latest consultations on statutory instruments which must be made by the Welsh Minister's so the legislation can be effectively implemented have now been launched.

The purpose of these consultations are to seek views on the Code of Practice which will be part of a landlord or agent's licence conditions and the regulations which will state the information, period and fees in relation to registrations and licence applications.

Code of Practice Consultation
Can be found at: http://gov.wales/consultations/housing-and-regeneration/private-rented-sector-code-of-practice-for-landlords-and-agents/?status=open&lang=en
Start of consultation: 27/03/2015
End of consultation: 22/05/2015

Regulation of Private Housing (Information, Periods and Fees for Registration and Licensing) (Wales) Regulations 2015 Consultation
Can be found at: http://gov.wales/consultations/housing-and-regeneration/regulation-of-private-rented-housing-information-periods-and-fees-for-registration-and-licensing/?status=open&lang=en
Start of consultation: 27/03/2015
End of consultation: 07/05/2015

Regards
Landlord Accreditation Wales / Achredu Landlordiaid Cymru
Housing Enforcement / Gorfodi Tai
Cardiff Council / Cyngor Caerdydd
City Hall / Neuadd Y Ddinas
Cardiff / Caerdydd
CF10 3ND
Tel: 02920 871815

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name: Charlotte Lee

Email: Charlotte.lee@napit.org.uk

Telephone: 01623 812957

Address: 4th Floor, Mill 3, Pleasley Vale Business Park, Mansfield, Nottinghamshire,

Postcode: NG19 8RL

Organisation (if applicable) NAPIT Trade Association

Question 1: Do you agree with the content of Section 1 - Statutory

Requirements: Before a tenancy?

Yes

No

Do you have any other suggestions?

We do not have sufficient expertise to comment on this section.

Question 2: Do you agree with the content of Section 2 - Statutory

Requirements: Setting up a tenancy?

Yes

No

Do you have any other suggestions?

We do not have sufficient expertise to comment on this section.

Question 3: Do you agree with the content of Section 3 - Statutory

Requirements: Once a property is let to a tenant?

Yes x

No

Do you have any other suggestions?

We are pleased to note clear requirements for electrical safety, and the specific reference to compliance with Part P of the building regulations.

However we are concerned that there is no detail on how this requirement should be complied with or what documents should be kept by the landlord to prove compliance.

Gas, Electricity, Water and drainage are listed but other fuel sources have not

been such as Oil.

Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?

Yes

No

Do you have any other suggestions?

We do not have sufficient expertise to comment on this section.

Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?

Yes

No

Do you have any other suggestions?

We do not have sufficient expertise to comment on this section.

Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?

Yes

No

Do you have any other suggestions?

We do not have sufficient expertise to comment on this section.

Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?

Yes

No

Do you have any other suggestions?

We suggest that as well as recommending best practice via a 5 yearly check on the electrical installation carried out by a competent electrician, that an annual visual electrical inspection is also carried out to ensure no obvious faults are present, and a record of both the full electrical installation check and the annual visual inspection are kept.

We suggest that within this section, the recommended fixed electrical installation check is specified as an ‘Electrical Installation Condition Report’ (EICR) which is an industry accepted assessment carried out to validate whether or not the electrical installation is in a satisfactory condition for continued service at the point of inspection.

We believe it is important that this is outlined to ensure consistency across the industry, and gives the landlord a more detailed understanding of what they need to have done.

Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?

Yes

No

Do you have any other suggestions?

We do not have sufficient expertise to comment on this section.

Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?

Yes

No

Do you have any other suggestions?

We do not have sufficient expertise to comment on this section.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes

No

Could the layout be improved?

It may be beneficial to create some checklists for each section to allow landlords and agents easily identify what they MUST have and what they SHOULD have, in terms of documentation, checks and exchanges of information.

This may improve compliance as the process is made easier.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

We would just like to reiterate that although the Code of Practice includes the requirements that relate to electrical safety, it misses the opportunity to detail how compliance with these requirements can be met.

We suggest a specific mention to an EICR, not exceeding five years, is carried out by a person qualified to undertake such inspection and testing, supported by an annual visual electrical and inspection check to be carried out by the duty holder using an industry agreed checklist. An industry task group has been set up to look at the concept of a ‘Home Safety Certificate’ in the Private Rented Sector. This has brought together a wide range of stakeholders including: insurers, mortgage providers, consumer facing bodies, advice bodies, charities and more. NAPIT are chairing this group, and hope to have an agreed industry proposal by then end of June. We would gladly share this with you, and provide you access to the documentation we create if this would be of interest- please do not hesitate to contact me.

We also strongly suggest that landlords and agents should maintain a record of servicing and work carried out on electrical installations, and mentioned in the section on heating appliances.

We feel strongly about improving the electrical safety of properties and specifically properties in the Private Rented Sector. The statistics outlined below show why there is a need for more advice in this area.

Statistics from a YouGov survey commissioned by the housing charity Shelter, highlighted 16% of private renters in England have experienced problems with electrical hazards. This means around 1,440,000 people in England could be living in properties with unsafe electrics.

According to the Department of Communities and Local Government, there were 4,032 accidental domestic fires caused by electrical distribution systems in Great Britain in 2013-2014. The fires accounted for 12% of all accidental domestic fires in Great Britain, resulting in 419 non-fatal casualties and 18 deaths.

Smoke detection and carbon monoxide detection has been covered and in the supplementary documentation the reference to the Gas Certificate is covered but other sources of combustion such as Oil and other fossil fuels can generate CO have no requirement for the provision of a safety certificate. The provision of an Electrical Installation Condition Report within the last 5 years should be explicitly required also.

Dear Sir

I have had a look at the above form but have not found a way to type my responses into it.My comments would not however anyway be specific,but I would like to make the following general points :

1)I would query why much of this new legislation is necessary at all,since most of it is contained in enactments that have already been made - some of them many years ago.It would take a life-time however to separate the new and the old in the document in question,even for an expert.

2) The legislation is badly drafted ('compliments' for 'complements' springs to mind,but there are other examples) - this will cause problems in court.

3) The average landlord is an individual who owns one or two houses at most- the morass of legislation through which he or she has to struggle is already too great,and more of it is on the horizon. To produce conflicting and complex legislation,and then complicate that with layers of devolved powers and squabbles between competing legislatures is not a good way to govern.

Yours sincerely,

Ralph Sydenham

Response to the Welsh Government's Consultation

On a Private Rented Sector Code of Practice for Landlords and Agents

From the Association of Residential Letting Agents (ARLA)

April 2015

Background:

1. The Association of Residential Lettings Agents (ARLA) was formed in 1981 as the professional and regulatory body for letting agents in the UK. Today ARLA is recognised by government, local authorities, consumer interest groups and the media as the leading professional body in the private rented sector.

2. In May 2009 ARLA became the first body in the letting and property management industry to introduce a licensing scheme for all members to promote the highest standards of practice in this important and growing sector of the property market.

3. ARLA members are governed by a Code of Practice providing a framework of ethical and professional standards, at a level far higher than the law demands. The Association has its own complaints and disciplinary procedures so that any dispute is dealt with efficiently and fairly. Members are also required to have Client Money Protection and belong to an independent redress scheme which can award financial redress for consumers where a member has failed to provide a service to the level required.

Consultation Questions:

4. ARLA had sight of the draft version of the Code of Practice through our membership of the Welsh Government's Working Party. Therefore, as our earlier comments were taken into account in the drafting of the Code of Practice contained within the consultation we do not propose to respond to each question.

5. ARLA is pleased the Welsh Government took our comments during the Working Group into account and we feel the Code of Practice is clear, concise, easy-to-read and covers all the necessary legal requirements and best practice guidelines. However, we would like to make two final points:

I. Under Section 1 – *Statutory Requirements: Before a tenancy*, we would recommend the Welsh Government includes in its section on fees (page 6) that under the recent Committee on Advertising Practice Guidance (CAP) fees should be stated as inclusive of VAT1.

II. Under Section 7 – *Best Practice: Once a property is let to a tenant*, we question the practicality of getting urgent repairs remedied within "three working days of a landlord or agent being notified". It is not always possible remedy broken appliances within three days. We would recommend that this clause be re-drafted to say that a landlord or agent should acknowledge the problem and provide a timescale for remedying the repair within three working days and, where practicably possible, get the repair remedied within five working days.

1 http://www.cap.org.uk/News-reports/Media-Centre/2015/VAT-Advertising-Advice-for-Residential

6. This Code of Practice does not include anything not contained within the more detailed Property Ombudsman's Code of Practice for Lettings2; which all ARLA members are required to comply with and therefore, we do not envisage any compliance issues from our members in Wales.

7. Finally, we are pleased the Code of Practice is one document which includes both legal requirements and best practice guidance. We feel this is a more sensible approach than having two separate documents.

David Cox

Managing Director

Association of Residential Letting Agents (ARLA)

Arbon House

6 Tournament Court

Edgehill Drive

Warwick

Warwickshire

CV34 6LG

DavidCox@arla.co.uk

01926 417 350

ARLA has no objection to this response being made public by the Welsh Government.

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
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Email address:	andreethomas@btinternet.com
Telephone:	07890660101
Address:	Gwern Medd Farm Llangoedmor
Postcode:	SA432LP
Organisation (if applicable):	Darcy Properties Ltd
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	I think it is possibly unreasonable and not always possible for an agent to "make sure that appropriate consents have been given" (re lenders, insurers etc). I believe it should suffice that an agent has a signed declration from the landlord that all such consents have been obtained.
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	This is very reasonable and one would hope that landlords / agents are already doing this.
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	I think it is all very reasonable EXCEPT that if a tenant refuses entry for, for example, a routine inspection (if it is detailed and agreed in the tenancy agreement), the landlord / agent should have right of entry if, say, 14 days' notice is given. It is absolutely essential that a landlord should have the right to inspect his/her property to ensure that it is being kept in accordance with the terms of the agreement. Regular (quarterly) inspections not only allow the landlord to check that the property is being cared for, it also allows him / her to monitor the safety of the property in accordance with HHSRS requirements. These requirements may be met at the inception of a tenancy but, if there is a bad tenant (and they certainly do exist), the property may be falling into non-compliance due to a tenant's negligence or willful damage. A record of condition upon inspection will safeguard both the tenants' and the landlords/agents' interests and inspections are therefore essential and no tenant should be allowed to refuse entry for this or any other necessary check (e.g. gas safety, electrical appliance etc). The need to obtain a court order for admission in these circumstances would place an undue financial burden on the landlord and may present a serious threat to tenant safety. Further, a delay whilst a court order is applied for and obtained will inevitably lead to essential safety checks, gas safety, PATS etc, being delayed and not carried out within the legally

	required timescale. Who is liable in law in that case? It certainly should not be the landlord. In such a situation the tenant should be considered to have committed an offence in preventing the checks from being carried out.
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	BUT.... I think clarification is needed for those landlords unfamiliar with the process for ending a tenancy. The first sentence: "A tenant must not be evicted without a possession order and following due process." It is, of course, perfectly lawful to issue a section 21 (et al) notice requiring a tenant to leave. No court order is required if the tenant vacates the property in accordance with the section 21 requirements. For the avoidance of doubt or misunderstanding this should be made very clear in the code.
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	No
Do you have any other suggestions?:	Unreasonable unless landlords and agents are provided with multiple hard copies of the Tenant Guide "How to Rent". The vague requirement that a landlord should be "encouraged to be accommodating towards potential tenants with pets". How can this be enforced (remember - it will be a condition of the licence that a landlord / tenant complies with the code. There may be very valid reasons for accepting or refusing pets. Allergies, previous disasters etc may influence a landlord's decision. How can this requirement possibly be policed. It should be removed. (This is an objective view; I and some of my landlords accept pets; others of my landlords do not.)
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	The manner of collecting rent should be by agreement between landlord / agent and tenant. If both agree to post-dated cheques why should this not obtain. This is unreasonable. The requiremant to inspect the properties at regular intervals is sensible and reasonable, but conflicts with the tenants' rights to refuse admission without a court order (see Q3 above) Landlords MUST be given the right of entry for inspection / essential safety check purposes) Five-yearly electrical installation checks is an unreasonable requirement. Many qualified professionals recommend on their electrical installation reports that another check should be carried out in 10 years. Five years is unnecessary and imposes too great a burden on landlords. The requirement that there are

	"facilities for storage, preparation and cooking of food" suggests that a cooker should be provided. This is not a legal requirement at the moment; is it to become one? Many tenants do not want to use second hand cookers and prefer to bring their own.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	I think most of this code is excellent and could lead to an improvement and standardisation of procedures for lettings. However, in places I feel it is too heavily weighted in favour of the tenants. Please consider very carefully the points I have made above. They are made based on many, many years' experience of letting properties both for myself and as agent for others. I hope it is policed properly when introduced; I have come across several landlords/agents who would be guilty of wilfully acting contrary to the new act and code. I Have "ditched" more landlords for bad practice than I have on my books!
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	I think it should contain information as to how a tenant or an agent can report instances of non-compliance.
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

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Name:	Andree Thomas
Email address:	andreethomas@btinternet.com
Telephone:	07890660101
Address:	Gwern Medd Farm Llangoedmor
Postcode:	SA432LP
Organisation (if applicable):	Darcy Properties Ltd
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	I think it is possibly unreasonable and not always possible for an agent to "make sure that appropriate consents have been given" (re lenders, insurers etc). I believe it should suffice that an agent has a signed declration from the landlord that all such consents have been obtained.
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Do you have any other suggestions?:	I think it is all very reasonable EXCEPT that if a tenant refuses entry for, for example, a routine inspection (if it is detailed and agreed in the tenancy agreement), the landlord / agent should have right of entry if, say, 14 days' notice is given. It is absolutely essential that a landlord should have the right to inspect his/her property to ensure that it is being kept in accordance with the terms of the agreement. Regular (quarterly) inspections not only allow the landlord to check that the property is being cared for, it also allows him / her to monitor the safety of the property in accordance with HHSRS requirements. These requirements may be met at the inception of a tenancy but, if there is a bad tenant (and they certainly do exist), the property may be falling into non-compliance due to a tenant's negligence or willful damage. A record of condition upon inspection will safeguard both the tenants' and the landlords/agents' interests and inspections are therefore essential and no tenant should be allowed to refuse entry for this or any other necessary check (e.g. gas safety, electrical appliance etc). The need to obtain a court order for admission in these circumstances would place an undue financial burden on the landlord and may present a serious threat to tenant safety. Further, a delay whilst a court order is applied for and obtained will inevitably lead to essential safety checks, gas safety, PATS etc, being delayed and not carried out within the legally

	required timescale. Who is liable in law in that case? It certainly should not be the landlord. In such a situation the tenant should be considered to have committed an offence in preventing the checks from being carried out.
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	BUT.... I think clarification is needed for those landlords unfamiliar with the process for ending a tenancy. The first sentence: "A tenant must not be evicted without a possession order and following due process." It is, of course, perfectly lawful to issue a section 21 (et al) notice requiring a tenant to leave. No court order is required if the tenant vacates the property in accordance with the section 21 requirements. For the avoidance of doubt or misunderstanding this should be made very clear in the code.
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Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	No
Do you have any other suggestions?:	Unreasonable unless landlords and agents are provided with multiple hard copies of the Tenant Guide "How to Rent". The vague requirement that a landlord should be "encouraged to be accommodating towards potential tenants with pets". How can this be enforced (remember - it will be a condition of the licence that a landlord / tenant complies with the code. There may be very valid reasons for accepting or refusing pets. Allergies, previous disasters etc may influence a landlord's decision. How can this requirement possibly be policed. It should be removed. (This is an objective view; I and some of my landlords accept pets; others of my landlords do not.)
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	The manner of collecting rent should be by agreement between landlord / agent and tenant. If both agree to post-dated cheques why should this not obtain. This is unreasonable. The requiremant to inspect the properties at regular intervals is sensible and reasonable, but conflicts with the tenants' rights to refuse admission without a court order (see Q3 above) Landlords MUST be given the right of entry for inspection / essential safety check purposes) Five-yearly electrical installation checks is an unreasonable requirement. Many qualified professionals recommend on their electrical installation reports that another check should be carried out in 10 years. Five years is unnecessary and imposes too great a burden on landlords. The requirement that there are

	"facilities for storage, preparation and cooking of food" suggests that a cooker should be provided. This is not a legal requirement at the moment; is it to become one? Many tenants do not want to use second hand cookers and prefer to bring their own.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	I think most of this code is excellent and could lead to an improvement and standardisation of procedures for lettings. However, in places I feel it is too heavily weighted in favour of the tenants. Please consider very carefully the points I have made above. They are made based on many, many years' experience of letting properties both for myself and as agent for others. I hope it is policed properly when introduced; I have come across several landlords/agents who would be guilty of wilfully acting contrary to the new act and code. I Have "ditched" more landlords for bad practice than I have on my books!
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	I think it should contain information as to how a tenant or an agent can report instances of non-compliance.
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Jocelle Lovell, Financial Inclusion Project Manager David Palmer, Co-operative Housing Project Manager
Address:	Wales Co-operative Centre Y Borth 13 Beddau Way Caerphilly
Postcode:	F83 2AX
Organisation (if applicable)	Wales Co-operative Centre

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

We believe that the content is fair and transparent. We particularly welcome the responsibility placed on the landlord to ensure that any agents they enter into a contract with are properly accredited and licenced under the Housing (Wales) Act.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

We would like to see the requirements clearly state that the model contracts, set out in the Housing (Wales) Bill, should be used.

We welcome the requirement to set out how the deposit will be returned and the terms of any deductions. It would also be useful for the requirements to set out the process for tenants to dispute or challenge deductions.

We would like to see the language used in the requirements simplified and note that it switches between using 'resident' and 'tenant'. We believe that clarity and consistency throughout would be beneficial.

From a financial inclusion point of view, we would welcome average running costs being made available to the prospective tenant to enable them to assess the

suitability of the property for their circumstances. This could set out the average running costs for that specific type of property, such as utilities.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**X**
No	

Do you have any other suggestions?

The requirements should include provisions to update and maintain health and safety registrations and tests. This could include gas safety, fire alarm and PAT testing. It could be included within the provisions 'Property Conditions'.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**X**
No	

Do you have any other suggestions?

We welcome the inclusion of best practice guidelines but question how progress will be assessed.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**X**
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

We believe this should include the stipulation that all meters should be read.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**X**
No	

Could the layout be improved?

We support the aspiration of the Code of Practice but question how it will be monitored and how tenants will be made aware of it.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

We welcome the Code of Practice but believe it would benefit from additional information on how it will be promoted and how progress will be assessed.

We would also welcome the inclusion of the responsibilities of tenants in the Code of Practice. Tenants could be involved in co-producing this guidance. This represents a significant opportunity for tenants to be more involved in the Code of Practice.

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Name:	Public Protection Department
Email address:	publicprotection@bridgend.gov.uk
Telephone:	01656 643643
Address:	Civic Offices Angel Street Bridgend
Postcode:	CF31 4WB
Organisation (if applicable):	Bridgend County Borough Council
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	May be useful to refer to parent legislation for each duty/statutory requirement.
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	As above e.g in relation to matters such as Gas Safety Certificate, Tenancy Deposit Schemes etc.
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	As above
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	Training to tenants in use of fire fighting equipment should be carried out in accordance with an appropriate risk assessment. Time scales for Urgent and Other Repairs are too stringent we do not believe they are realistic.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	

Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	Section 7 is misleading and perhaps reference should be made to which of the requirements are statutory and those that are "Best Practice" Consultation documents in relation to the Renting Homes Bill have used symbols to indicate this. Would like to see interlinked smoke detectors included in this section under property conditions.
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

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Name:	Ilan Jones
Email address:	ilan.jones@nationaltrust.org.uk
Telephone:	01690 713314
Address:	Ysbyty Estate Office Dinas Betws y Coed
Postcode:	LL24 0HF
Organisation (if applicable):	
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a	Yes

tenancy?:	
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	The 30 day timeline could be an issue, particularly in areas (particularly rural) where the availability of contractors is an issue. Consideration ought to be given also to wether the repair request is reasonable or not, and who decides on this point - the Landlord or the tenant. We would suggest that in cases where the actual repair is being disputed between both parties, there should be a method of referring the matter to an Ombudsman or in NTs case, a complaints handling procedure to encourage dialogue between the parties, otherwise the best practice as it currently stands would seem to be quite heavily weighted towards the tenant. We would also suggest that the reference on page 19 (Consultation Document) to 'reasonably modern' kitchen facilities ought to be clarified as it seems open to interpretation in its current format. Furthermore, as long as the property condition meets the requirements of the Housing and Health and Safety Rating System, that in our view should be sufficient.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	The Code of Practice seems to assume that the landlord is responsible for all the repairs and maintenance under every tenancy agreement. In reality, each rental agreement is explicit about who is responsible for what. The landlord under an Assured Shorthold Tenancy is responsible for most structural repairs compared to the case of a long lease where the tenant assumes most of these responsibilities. The Code of Practice needs to take account of these differences and not assume that 'one size fits all'.
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	

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Name:	Guy Warren
Email address:	gw@evergreenhomes.co.uk
Telephone:	020 7693 5052
Address:	78 York Street, London
Postcode:	W1H 1DP
Organisation (if applicable):	Evergreen Homes Ltd
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	No
Do you have any other suggestions?:	We run luxury house shares so ewe cannot accept children, pregnant women, couples. We ofer accommodation for young working people so we try to keep the tenants of a similar age band so that the sharing aspect works. You can't have a 20 year old with a sixty year old sharing in that situation.We also find it is more successful to balance genders. For example six male and one female would not work and vice versa. If you legislate against this flexibility you may lose the best of this accommodation. Also there is no point and it is not currently required to supply an EPC on a multiple occupancy where we are paying the services for the tenant anyway.
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes

Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	No
Do you have any other suggestions?:	I cannot find a 'Welsh how to rent guide' but we already give tenants so much prescribed information at the start of the tenancy they simply don't read mostt of it. We know this as we when we refer to relevant points they are unaware even though they have had the information. Information needs to be concise and what the tenants really need. We already do provide concise information more suited to our luxury House shares than what has so far been provided. Etiquette on kitchen and shared areas use etc. If you insist on producing another government document, we will give it but it actually can be counterproductive unless you have something ground breaking in this document.
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	Leflets on this area are beneficial in my opinion. e.g. damp and mould avoidance measures. Some boroughs provide this information already and we use it in the different areas we operate.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
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Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Wynne Jones I. Eng A.C.I.W.E.M
Pembrokeshire
SA37 0EX

To: **Private Sector Housing Mailbox**: Welsh Government

I refer to your consultation document on private rented sector "Code of Practice" for Landlords and Agents and offer the following observations.

Agents have no statutory powers to authorise expenditure on essential repairs / maintenance without consultation with, and authorisation from, the freehold / leasehold owner.

You need to assess the implications for property insurance and mortgage provision of direct involvement by third party {Agents}. Are insurance premiums likely to rise and are mortgage applications likely to be refused in view of third party involvement / control.

The term "*material information*" needs to be defined.

Apart from the alphabetical Standard Assessment Procedure {SAP} rating from the Energy Performance Certificate, what other information needs to be included in property particulars and advertisements.

I note that under the **Housing, Health and Safety Rating System** {HHSRS} Category 1 hazards must be rectified and high value Category 2 hazards mitigated wherever possible. You need to indicate what information is to be made available to tenants to enable them to identify Category 1 and high value Category 2 hazards. This will enable them to report the hazard to the landlord and / or licensing authority for investigation. Tenants are not likely to be familiar with the detail of the legislation and may not therefore be aware of {or be in a position to exercise} their rights.

The use of statements like "*suitable degree of comfort*", "*unreasonable heating costs*" and "*reasonable person*" should be avoided. They are vague and unlikely to assist in any disputes resolution process unless the statements are clearly defined.

I note the requirement for property upgrade to current Building Regulation standard with a programme to improve the energy efficiency of the building to include lagging of hot water pipes, improving loft and wall insulation, with the property free from deficiencies which could lead to rising and penetrating damp. There are obvious significant cost implications for private landlords. These costs were not included in your **Regulatory Impact Assessment** {RIA} presented to the National Assembly for Wales as justification for government intervention in the private housing sector. Currently, only proposed new dwellings and structural changes to existing dwellings are subject to Building Regulation control. New legislation would be required to extend control to existing private dwellings to be upgraded under your proposals.

In general, your housing policy in Wales is considered to be discriminatory. The policy discriminates in favour of social landlords who receive substantial financial assistance to upgrade their property portfolios to **Welsh Housing Quality Standard** {WHQS}. I refer to Dowry Gap Funding, Social Housing Grant and Housing Finance Grant. No such financial assistance is available to private landlords who are now also required to upgrade their property whilst having to absorb significant additional regulatory costs imposed under the Housing {Wales} Act 2014. These costs were not properly identified in your RIA presented to the National Assembly as justification for government intervention. These costs need to be itemised as under.

- landlord registration fee
- landlord licensing fee
- landlord re-licensing fee every 5 years.
- landlord training fees levied by private providers {to include initial training, continuous professional development, and loss of income to landlords as a result of having to attend mandatory training programmes.
- landlord property upgrade costs.

In your RIA no attempt was made to discount future costs to present value using the Treasury discount rate of 3.5% as required under the appraisal process outlined in the Treasury Green Book and Welsh Government's adopted "Five Case Model" for investment decisions.

Moreover, it is not clear at present what effort has been made by Welsh Government to publicise your proposals and communicate with your target audience {private landlords and tenants in Wales}. Landlords are unable to assess the impact on their business until future costs have been properly identified.

Before issuing a Code of Practice, under S.40 {4} of Housing {Wales} Act 2014 Welsh Ministers must take reasonable steps to consult landlords and tenants affected on a draft of the code. I do not consider that you have discharged that obligation: your current best estimate of the number of landlords in Wales is between 70,000 and 130,000 and, presumably, you have no knowledge of the number and location of tenants affected by the code? None of my tenants are aware of your proposals. Communication with your target audience will enable you to receive feedback on your proposals.

Your general approach of penalising the majority of private landlords in Wales in an attempt to change the behaviour of the minority of rogue landlords is disappointing.

I confirm that my observations, as set out above, may be placed in the public domain and my name and address published.

Regards

Wynne Jones I. Eng A.C.I.W.E.M
Pembrokeshire
SA37 0EX

Response to the Welsh Government consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Shelter Cymru

Shelter Cymru works for the prevention of homelessness and the improvement of housing conditions. Our vision is that everyone in Wales should have a decent home. We believe that a home is a fundamental right and essential to the health and well-being of people and communities.

Vision

Everyone in Wales should have a decent and affordable home: it is the foundation for the health and well-being of people and communities.

Mission

Shelter Cymru's mission is to improve people's lives through our advice and support services and through training, education and information work. Through our policy, research, campaigning and lobbying, we will help overcome the barriers that stand in the way of people in Wales having a decent affordable home.

Values

- Be independent and not compromised in any aspect of our work with people in housing need.
- Work as equals with people in housing need, respect their needs, and help them to take control of their lives.
- Constructively challenge to ensure people are properly assisted and to improve good practice.

Introduction

Shelter Cymru welcomes the opportunity to respond to this consultation. We are strong supporters of landlord licensing, and during 2014 we worked hard to persuade Assembly Members to pass Part 1 of the Housing (Wales) Act 2014.

Unfortunately we cannot support the Code of Practice in its current format. The draft Code needs to be restructured and rewritten to be much clearer and more easily navigable. In its current form we do not believe it is capable of supporting compliance or best practice.

As currently presented, the separation between the 'statutory requirements' and 'best practice' sections is likely to ensure that most landlords and agents will read only what they need to read, and will probably not read 'best practice' at all.

We are also concerned that there has been no tenant involvement in defining 'best practice'. We believe that if tenants had been involved, the content of the draft Code would be considerably different.

We have identified a number of additional points that we believe need to be included – and we are convinced that engagement with private tenants themselves would identify further important points.

In partnership with other housing organisations we would be in a position to arrange this engagement within a short timescale if the Welsh Government agrees with us that the Code, and therefore the implementation of Part 1, would be more effective as a result.

Drafting points

- The structure of the Code should be revised so that statutory requirements and best practice are presented together. There should be no need to repeat all the different sections twice. Presenting both side by side will make it much more likely that both elements are read and understood. Enabling readers to distinguish between 'musts' and 'shoulds' ought to be straightforward.

- There is considerable repetition between the two sections, and 'best practice' includes numerous statutory requirements. This is likely to confuse readers, and gives the impression that anything listed under 'best practice' is essentially optional. This is a further reason why we advocate a restructure.

- The language is overly legalistic and not very user-friendly. The point of the Code should be to *communicate* the law, not just to reflect it. One example of this is the description of landlords' statutory duties relating to the HHSRS: *'Conditions in or around a property that contribute to a hazard and are determined to pose a serious risk must be mitigated so that they do not pose such a significant problem.'* The meaning of this sentence is far from clear. The word '*mitigate'* is not likely to be widely understood. The concept '*not…such a significant problem'* is very weak. The sentence does not effectively communicate the essence of the law, which is that landlords must ensure that there are no serious hazards on the premises. It would also be beneficial to include examples of such hazards.

- There are too many obscure terms used such as 'prudence', 'mitigate', 'divulgence', 'diligent' etc.

- There is too much use of the passive voice, which at times leads to a lack of clarity about *who* precisely is being asked to do *what*. One example is the HHSRS sentence above: who determines whether hazards pose a serious risk? And who should be mitigating?

Additional points

- The Code makes no mention anywhere of what penalties landlords and agents may face if they fail to comply with existing law. This is quite misleading. We argue that landlords and agents should be reminded of the potential consequences of non-compliance in each area of the Code.

- There needs to be clearer guidance regarding transparency in fees and charges. Although the Code states that *'all non-optional fees must be disclosed and made clear'*, it does not mention the requirement to include charges in property adverts and listings following the Advertising Standards Authority ruling of March 2013.

- There is no mention of excessive penalty charges, although such charges may constitute a breach of the Unfair Terms in Consumer Contract Regulations 1999 and should be included as a statutory requirement.

- The guidance on ending a tenancy needs to be much clearer. The current Code refers briefly to not evicting *'without a possession order and following due process'*. There is no mention of harassment. The Code needs to make it clear that harassment and illegal eviction are criminal offences that carry a penalty.

- There is no mention of security of tenure. Landlords and agents should be made aware that best practice is to offer tenancy lengths that meet the needs of the household, including offering longer fixed terms to tenants who have passed a probationary period and who want long-term security. Letting agents should not insist on six- or 12-month tenancy agreements as a blanket policy, just in order to maximise their renewal fees – a practice that we know is widespread.

- There is no mention of allowing tenants to decorate to their own tastes. We suggest that this is something that is important to tenants and ought to be included as best practice.

- 'Best practice' should include reference to adaptations for disabled tenants. Landlords should be asked to consider consenting to adaptations being made for tenants who require them, and should be reminded of the benefits of setting up long-term tenancies in these circumstances.

- There is no mention of steps that landlords and agents may take to assist with the prevention of homelessness. We would urge the Private Sector Housing team to engage with Homelessness on the best practice elements of the Code relating to the ending of tenancies. With the advent of Part 2 of the Housing Act, many local authorities in Wales are trying to encourage private landlords to make contact with them at an early stage, prior to eviction, in order for prevention work to take place. The most proactive authorities are going out and speaking at local landlord forums to urge members to get in touch if they have problems with their tenants that may lead to eviction and a potential homeless presentation. Furthermore, we have been contacted by numerous landlords who want guidance on how to deal with vulnerable tenants and prevent problems escalating to the point where eviction is the only solution. We think it is very important that the Code reflects this, and signposts landlords and agents to potential sources of help and support offered by the local authority

and other agencies. At present there is nothing in the Code about prevention, even though the loss of a PRS tenancy is the second highest contributor to homelessness.

- Finally, best practice among landlords and agents ought to include signposting tenants to sources of independent housing advice. The best landlords in Wales are already doing this via their websites, written information and personal contacts with tenants.

For more information please contact Jennie Bibbings, Policy & Research Manager

jennieb@sheltercymru.org.uk

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
Name:	Julian Preece
Email address:	julian.preece@powys.gov.uk
Telephone:	07795602642
Address:	Private Sector Housing Neuadd Brycheiniog Cambrian Way Brecon Powys
Postcode:	LD3 7HR
Organisation (if applicable):	Powys County Council
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	None
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	None
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	None
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	None
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes

Do you have any other suggestions?:	None
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	None
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	None
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	None
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	None
Question 10: Do you have any comments on the overall format of the Code of Practice?:	No
Do you have any other suggestions?:	None
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	Not applicable
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Chris York and Sarah Harrison
Address:	Mamhilad Technology Park Mamhilad Monmouthshire
Postcode:	NP4 0JJ
Organisation (if applicable)	Monmouthshire Housing Association

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

14 day notice - If the landlord chooses to cancel the contract with agent, perhaps it could perhaps be included that the agent has the right to charge a cancellation/administration fee.

Agreeing the tenancy – providing information. It could be added that information should be provided in a manner the tenant finds as accessible as possible. E.g. a tenant may be blind or deaf.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	✓
No	

Do you have any other suggestions?

'Conditions in or around a property that contribute to a hazard and are determined to pose a serious risk must be mitigated so that they do not pose such a significant problem' – it may also be worth explaining what the legal consequences are.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

Tenants should be provided with a copy of the Welsh Government's Tenant Guide

'How to rent' at the beginning of their tenancy. (**L & A**) also add they can be directed to a website containing the document or with a hard copy if they prefer.

'Tenants should have the opportunity to have a copy of the agreement for

consideration prior to signing it. A request by a tenant for this should not be denied.

(**L & A**)' – put a timeframe on this – e.g. at least 24/48 hours before signing.

'Landlords and agents should be considerate of circumstances when dealing with

consumers who might be disadvantaged because of their age, infirmity, lack of

knowledge, lack of linguistic ability, economic circumstances or bereavement. (**L &**

A)' and add where reasonable, landlords should take appropriate action to accommodate.

'It is a matter of best practice to provide written agreements. Oral only agreements,

in the eyes of the law, still offer the same protection principles as written

agreements, but the evidence of an oral contract can be harder to prove. (**L & A**)' This should state written agreements must be supplied as part of the code of practice. The Renting Homes Bill is likely to make this law anyway.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	✓
No	

Do you have any other suggestions?

'The landlord should endeavour to always be contactable by tenants and respond to

contact in a reasonable period of time.' Can this be more specific? e.g. non-emergency and a response is made to the tenant within 48 hours. Emergency – provided with emergency contact numbers.

'Tenants should never be evicted simply for making a reasonable repair or

maintenance request – can it be added that where this is proved, the landlord/agent should be held legally accountable and compensation a possibility?

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	✓
No	

Do you have any other suggestions?

Landlords and agents should always ensure that any tenancy renewal is

accompanied by a written tenancy agreement. The tenant should be given sufficient

time to review and sign this agreement. (**L & A**) – add a timeframe – e.g. at least 24/48 hours.

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	
No	✓

Could the layout be improved?

No, it seems straight-forward.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
Name:	Natalie Griffiths
Email address:	natalie.griffiths@lslps.co.uk
Telephone:	01392 355904
Address:	LSL CCD CPM 1-2 Northernhay Place Exeter Devon
Postcode:	EX4 3YF
Organisation (if applicable):	LSL
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	Where it states that agents must give landlords written confirmation of their instructions to include fees & expenses, can this be clarified further as to whether this should be an exclusive or inclusive of VAT amount or if VAT should be shown separately. Consideration should be given for changes to VAT rates.
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	Where potential tenants must be given the opportunity to read a draft or sample tenancy agreement prior to becoming liable for fees, can this be clarified as to whether any holding fee can be taken prior to this happening. Currently most agents will provide a draft tenancy agreement following the completion of satisfactory references, is this to say that the potential tenant will require a draft TA prior to making an application.
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	Tenants should be provided with a copy of the Welsh Government's Tenant Guide 'how to rent' at the beginning of the tenancy. I have searched for this on-line, including the Welsh Government website and cannot find a copy of this document. If this is currently available - where from, if not, when and where will this be available.

Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	Under property conditions;urgent repairs. 3 days is not always possible, in cases where a new boiler or boiler part may be required these sometimes have to be ordered and are subject to availability. Would suggest perhaps that this be amended to the landlord or agent should act within 24 hours with resolution as soon as practically possible. Under property conditions; carbon monoxide alarms should be provided in all rooms where a gas, oil or solid fuel appliance is present. As most appliances are likely to be on the ground floor this would possibly present a risk to sleeping tenants and also does not allow for pipework behind walls throughout the property. Would suggest one alarm be fitted on each floor of the property.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	Clarification on whether fees should include VAT or not should be made.
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	No
Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Stuart Millington Senior Fire Safety Manager
Address:	North Wales Fire and Rescue Service Ffordd Salesbury St Asaph Business Park St Asaph
Postcode:	LL17 0JJ
Organisation (if applicable)	North Wales Fire and Rescue Service

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Whilst the condition of a property is mentioned in later sections of the document, it would be more appropriate if they were considered and that the property conditions were raised to the required standard prior to the tenancy beginning. This would reduce the likelihood of properties being let in sub-standard conditions, and the difficulties associated with raising those standards with a sitting tenant already in place.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Whilst it is pleasing to see mention of the requirements for the production of a landlords gas safety certificate and a fire risk assessment in the supplementary documentation section, it would also be beneficial for this section to include the requirement to produce an electrical safety certificate that takes account of the intake, the installation and for any appliances supplied by the landlord. (the need for a 5 yearly check is mentioned later but the need for this to be certified is not)

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

Electrical Safety

In the property conditions section there is the mention of the need to maintain electrical installations in accordance with Building Regulations Part P. It would be useful if the document spelled out that in addition to the fixtures and fittings being free from cracks, breakages or defects, the distribution board should be upgraded so that it incorporates RCD devices, rather than older style fuses.

In addition to the requirement for the intake and installations, it would be useful if it was clear that a safety check of any supplied appliances should be undertaken as part of a 5 yearly certified check.

Carbon Monoxide

Whilst the section suggests that the installation of CO detectors is mandatory in properties when a solid fuel burning appliance is installed, however it is recommended that this is extended to include properties where gas and oil fired appliances are installed. This is contradicted later on in the document (Page 18) where it does include the requirement in all properties where gas, oil and solid fires are present.

Smoke Detection

Although the document refers to a suitable risk assessment under the RRO, and this will include a hard wired fire alarm system in communal areas, it is disappointing that it is not made clear that there is a requirement for smoke detection to be installed within all rented properties, including the individual units in a HMO.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

No comments

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

It could be considered as best practice before a tenancy begins for a referral to be made to the local fire and rescue service who will be able to undertake an assessment based upon risk as to whether a home safety check is required or not.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

No comments

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

It could be clearer that the ongoing and regular safety checks and inspections should continue at timely intervals following a tenant taking up occupancy.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**x**

No	

Do you have any other suggestions?

No comments

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

In addition to local authority being notified of the ending of a tenancy, it would be useful if fire and rescue services were also notified. This would serve two purposes. Firstly to identify a change in tenancy and the need to engage the new tenant for a home safety check. The second reason would be for our operational crews to be aware of vacant property so that their risk assessment could be suitably informed in the event of fire.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**x**
No	

Could the layout be improved?

The majority of areas that I would like to see included in the document are included, however sometimes the order can be a little muddled and contradictions exist between sections. In some areas the detail is provided, but in others the catch all legislative requirement is mentioned. It is unlikely that a landlord will for example read the RRO or Approved document P and therefore it is necessary to expand on the key safety issues in more detail. There most definitely needs to be a greater reference to the requirements for smoke detection to be installed within rented properties.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

Described above.

Consultation Response

FROM THE RSPCA IN WALES

Welsh Government Consultation: Private Rented

Sector Code of Practice for Landlords and Agents

May 2015

DO YOU AGREE WITH THE CONTENT OF SECTION 6 - BEST PRACTICE: SETTING UP A TENANCY? & DO YOU AGREE WITH THE CONTENT OF SECTION 7 - BEST PRACTICE: ONCE A PROPERTY IS LET TO A TENANT?

RSPCA Cymru very much welcomes the opportunity to respond to the Welsh Government's consultation in relation to the 'Private Rented Sector Code of Practice for Landlords and Agents'.

Throughout the legislative journey of the Housing (Wales) Act, RSPCA Cymru has closely engaged with the Welsh Government, Assembly Members and other stakeholders in the hope this law's potential for improving animal welfare is realised.

With many, many thousands of landlords/agents set to fall under the new system of licensing, RSPCA Cymru believes the implementation of Part I of the legislation offers a unique opportunity to promote the importance and benefits of responsible pet ownership to both providers and tenants in the private rented sector. In turn, the legislation could also play a key role in enhancing standards for animals across the sector.

Implementation of Part I crucially provides an opportunity to break down the stigma and apprehension held by some private landlords with regards to allowing pets within their properties. In 2011, a report in the Guardian stated that the " boom in the rental market has created an unexpected number of victims: pets that landlords are refusing to allow in their properties"1. RSPCA Cymru would urge private landlords to be flexible and consider requests from tenants to keep pets on a case-by-case basis, and not discourage pet ownership where facilities exist which allow for proper care. It is positive the Welsh Government has made a specific reference noting that " landlords and agents are encouraged

to be accommodating towards potential tenants with pets".

Further to this, the RSPCA would encourage the Welsh Government to build upon this commitment by including additional information within the Best Practice elements of the

Code of Practice which relate to the welfare of animals. This would further enhance the scope for the development of successful relationships between tenant, landlord and pet in the private rented sector, providing benefits to all three.

1 The Guardian Pet

Ensuring the welfare needs of pets in private rented properties is properly considered carries a series of wide-ranging social benefits; promoting high standards of pet care, reducing instances of anti-social behaviour and facilitating healthier, happier tenants, as well as increasing the likelihood of longer-term, successful lets. Indeed, the levels of pet ownership in Wales and growth of the private rented sector suggests properties allowing pets, when appropriate, are likely to become far more desirable. 43 percent of households in Wales own at least one animal2, and it can be realistically anticipated that the number of pets based in the private rented sector in Wales is likely to be considerable. Indeed, industry experts have predicted, across the UK, that 1 in 5 homes may be privately rented by 20163.

RSPCA Cymru is in the process of producing a Good Practice Guide aimed at landlords and agents, linked to Part I of the Housing (Wales) Act, which we hope to promote widely within the sector. A s discussed with the Welsh Government during the Act's legislative journey, we would be delighted if this guide was signposted to, or otherwise, within the draft Code of Practice, and would be eager to discuss how the issues contained within could be further promoted, including by the designated authority, as the licensing of all private landlords in Wales is implemented.

SETTING UP A TENANCY

The Code of Practice outlines best practice during the setting up of a tenancy. During this process, it is important any necessary discussions between landlord/agent and prospective tenants with regards to animals being kept at the property take place. This can prevent unforeseen circumstances or disagreements arising, and help protect the welfare of the animals involved.

At the negotiation stage, it is recommended the landlord informs the tenant as to whether pets will be allowed at the property, including how many and what species; as well as associated conditions related to the keeping of animals at the property. This can prevent disputes arising at a later date. We would urge the Welsh Government to add this to the bullet-pointed list within this Section of the Code of Practice.

Generally, the Welsh Government's acknowledgement concerning the importance of written agreements is welcome and, certainly, RSPCA Cymru would recommend that this principle is adhered to concerning conditions at the property which relate to animals. It is noted that the tenancy agreement could make reference to damage caused by pets. However, there is an abundance of further information we would recommend landlords or agents include in the tenancy agreement, or within an associated written procedure, with regards to animals.

Examples would include a procedure for managing complaints linked to animal ownership, and a ban on the business activity of the breeding or vending of animals from the premises. Additionally, landlords or agents can increase the chances of long-term successful lets, and avoid the escalation of issues, by providing written pet care advice/information and a list of local reputable animal welfare organisations. Additionally, by encouraging tenants to get their animals neutered - perhaps making this a condition of the tenancy - landlords can help

2 Welsh Government's National Survey for Wales, 2009/2010, Chapter 12 – Pet Ownership. See:

http://wales.gov.uk/docs/statistics/2011/110224sb142011en.pdf

3 "Rental Britain" – A report from Savills Estate Agency and Rightmove

ensure the aforementioned rental terms are complied with. Such steps can be undertaken with minimal input from the landlord or agent, but can have hugely positive consequences and facilitate successful letting arrangements, whilst simultaneously helping to meet the Welsh Government's wider aims of improving animal welfare standards.

More generally, landlords or agents may also be faced with a situation whereby a tenant wishes to have a dog at the rental property which is a prohibited type, i.e – under the Dangerous Dogs Act 1991. Where a court has judged any such dog to not be any danger to the public, it will have been placed on the Index of Exempted Dogs (IED). In these circumstances, a landlord should look to allow an exempted dog to be kept within a rented property. There are additional requirements such as insurance which those owners will be obliged to comply with in order to retain that dog.

ONCE A PROPERTY IS LET TO A TENANT

Under Section 7, the Welsh Government advises that the tenancy agreement should contain provision for entry to the property in an emergency. It may be good practice for the tenancy agreement to consider scenarios related to pets at the property should an emergency situation materialise, such as what would occur if an animal was left in a property following an abandonment or eviction. If a tenant is hospitalised, or placed into care, the Local Authority has a duty to take care of the animal, though the owner may have to pay temporary costs for shelter; and it is vital an appropriate contingency plan is discussed.

In summary, the regulation of all private landlords in Wales offers a clear opportunity to enhance animal welfare standards; largely through promoting the importance of responsible pet ownership. Additionally, the potential has been created to ensure problems often

associated with the private rented sector linked to animals are avoided, thus preventing the escalation of issues related to anti-social behaviour and so on. As referred to above, RSPCA Cymru is producing a Good Practice Guide concerning issues landlords and agents may wish to consider, further to the implementation of Part I of the Housing (Wales) Act, which will consider many of the aforementioned details in more depth. We believe that adequate consideration of these issues offers huge potential benefits to landlord, tenant and animal.

www.politicalanimal.wales

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Isobel Thomson
Chief Executive

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The National Approved Letting Scheme

National Approved Letting Scheme, Eagle Tower, Montpellier Drive, Cheltenham GL50 1TA

A Private Rented Sector Code of Practice for Landlords and Agents

A Response to the Welsh Government's consultation from **the National Approved Lettings Scheme (NALS)**

May 2015

Background

The National Approved Letting Scheme (NALS) was established in 1999 by the Empty Homes Agency, with backing from the Royal Institution of Chartered Surveyors (RICS) the Association of Residential Lettings Agents (ARLA) and the National Association of Estate Agents (NAEA). The intention was that NALS would provide an overarching quality mark, easily recognised by consumers, with minimum entry requirements for agents.

NALS agents are required to:

- deliver defined standards of customer service
- operate within strict client accounting standards
- be part of an Ombudsman Scheme
- be included under a Client Money Protection Scheme

NALS offers accreditation through an online foundation course as well as qualifications such as BTEC Level 3 in Lettings and Management practice. Agents must provide evidence that they

continue to meet NALS criteria on an annual basis, in order to retain their licence. The scheme operates UK wide and has 1500 firms with 2000 offices.

Consultation Questions:

NALS had sight of the draft version of the Code of Practice through our membership of the Welsh Government's Working Party. We feel the Code of Practice is clear, concise and comprehensive. Having been involved in the working group, we do not intend to respond once again to every consultation point. However, the response document below does include some final comments.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Isobel Thomson
Address:	Eagle Tower Montpellier Drive Cheltenham
Postcode:	GL50 1TA
Organisation (if applicable)	The National Approved Lettings Scheme (NALS)

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	*
No	

Do you have any other suggestions?

We would recommend that the code point out, at page 6 that, in accordance with the recent Committee on Advertising Practice (CAP) Guidance, fees should be stated as inclusive of VAT.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	*
No	

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	*
No	

Do you have any other suggestions?

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	*
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	*
No	

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	*
No	

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	*
No	

Do you have any other suggestions?

The code deals with the issue of complaints under the sub heading “Contact Details”. We would suggest that the issue of complaints and redress needs a higher profile, with a separate heading.

Reference should be made to informing tenants about how they can complain to an ombudsman, should an agent’s in-house procedure not resolve the matter.

We question the practicality of getting urgent repairs remedied within “three working days of a landlord or agent being notified”. It is not always possible remedy broken appliances within three days. We would recommend that this clause be re-drafted to say that a landlord or agent should acknowledge the problem and provide a timescale for remedying the repair within three working days and, where practicably possible, get the repair remedied within five working days.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	*
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	*
No	

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	*
No	

Could the layout be improved?

This Code of Practice does not include anything that is not contained within the more detailed Property Ombudsman's Code of Practice for Lettings.

We would, therefore, suggest that the Welsh code should make specific reference to the Property Ombudsman's Code of Practice for Lettings. This should be included as an item for agents only **(A).** Such a reference would help to avoid any potential mis-conceptions, for example that there are lesser requirements in Wales, when compared to the UK as a whole, or that the Welsh code is significantly different, as regards agents.

Similarly, we would suggest that reference also be made to the Private Rented Sector Code of Practice that applies to England. Whilst the scope of this document is restricted to England, it should be borne in mind that some landlords and agents will operate in both countries. Furthermore, the representative bodies cited in the English code operate across Wales and England. Again, we think a specific reference would help to avoid any misunderstandings.

The best solution might be to include a section referring to best practice guidance from around the UK, immediately under the existing heading "Best Practice", before the document moves on to the specific sub-headed areas.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

As all NALS members are required to comply with the Property Ombudsman's Code of Practice for Lettings, so we do not envisage any compliance issues from our members regarding the Welsh code.

Name:	Julian Abel
Email address:	jools@cardifflandlord.com
Telephone:	07966637620
Address:	1225 Burnley Road East Water Rossendale
Postcode:	BB4 9QS
Organisation (if applicable):	
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	No
Do you have any other suggestions?:	Whilst I agree in principle with the content of section 2 the responsibility of the prospective tenant to get the documentation checked by their own professional if they are unsure of the content MUST be maintained.
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	No
Do you have any other suggestions?:	"Proper allowance must be made for fair wear and tear and no claim can be made for any deterioration which is fairly attributable to fair wear and tear" - surely this should say NOT attributable?
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes

Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	No
Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Name:	Don Higgs
Email address:	dkhiggs@aol.com
Telephone:	01982560221
Address:	Cwrt Gwenddwr, Erwood, Builth Wells. Powys
Postcode:	LD23YR
Organisation (if applicable):	N/A
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	The statement "Tenants have the right to peaceful enjoyment of the property. If they refuse access, a court order must be obtained if there is a valid reason why entry is needed" is, as it stands unacceptable. If - say - a Landlord is notified of a serious HHSRS within the property by "others" (lets say an abundance of rats observed in or around the property) and those persons have expressed great concerns about the effects of that hazard on their well being the Landlord should be able to have access to the property - given the 24 hour notice period - in order to determine the extent of the problem and to put in place measures to negate same.
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	In principal yes however the time taken to return deposits whether in part of full - relevant to any valid claim by Landlord - is not in the control of the Landlord, I suggest that the wording needs to be amended to reflect this

Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	In principal yes however, it is implied - but not categorically stated - that the landlord is responsible for the provision of the "Tenant Guide, How to Rent". I would state that the Landlord needs to refer the tenant to the said guide, however it is the tenants prerogative as to whether he/she obtains this. Additionally, the document has details of the Landlords responsibilities, I sincerely hope that a similar document will be produced for Tenants in order that they are notified of their responsibilities and the potential ramifications if they do not comply.
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	Once a property has been let, it is generally outside the control as to how clean a tenant keeps the kitchens, toilets and the like. A landlord can make observations and suggestions however, unless I am "missing the point" within the document, a Landlord cannot impose on the tenant that he/she has to clean the property. The wording of the document needs to reflect this realism.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	No
Do you have any other suggestions?:	This obviously means that, where one is at the end of a fixed term tenancy - once a new "fixed term" tenancy agreement is in place - the Landlord cannot commence eviction process until a period of 4 months has elapsed from the start of that new agreement - assuming a 6 month tenancy. This is an amendment to the existing concept whereby a new agreement does not need to be put in place and accordingly the tenancy continues on a periodic basis. The concept suggested is fine if one has "good" tenants, however, in the case of a "bad" or unreliable tenant, instead of continuing with that "bad" tenant - in the knowledge that a Section 21 notice could be served without any 4 month delay a

	Landlord will possibly commence eviction proceedings prior to the end of the original tenancy period, thereby moving the "bad tenant" on to some other Landlord.
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	It would appear that the proposed C of P not only increases the criteria set by current legislation but also adds even more, entirely new obligations on Landlords. Such “increases” and additions, whether in part or full, intentional or non-intentional, create potential anomalies between the requirements of the C of P and the actual regulations that apply to various aspects associated with rental properties etc. There are accordingly a number of aspects associated with the C of P that require much greater clarification in order to ensure that ambiguities are negated thereby negating the need for court actions in a bid to obtain legal clarifications of the written word. This was, if I recall correctly, one of the stated benefits for the introduction of the C of P. I believe that the Guild of Residential Landlords have provided a comprehensive response to this consultation and therefore point you in that direction for further details of some of the perceived anomalies.
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	There are impositions being placed on Landlords and, in principal many of us have no difficulty with this facet, however, such impositions will not negate the bad landlords who will continue to act as they always have done in the past. Councils appear to be powerless in such cases choosing instead to direct their attentions in the direction of the Landlords who do try to provide good accommodation and who attempt to comply with legislation etc Additionally, as has been mentioned, I hope that the Welsh Government also takes action and provides a "Good Practice for tenants", which clearly details the responsibilities and possible ramifications for failing to comply with the stated responsibilities - including eviction, claims against benefits etc - as I am informed by Lord Fraud is one of the stated criteria in the Universal Credit system (although this has yet to be

proven).

Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Paula Livingstone
Email:	paula.livingstone@swansea.gov.uk
Telephone:	01792 635600
Address:	Housing & Public Protection Directorate of Place City & County of Swansea Civic Centre Oystermouth Road Swansea
Postcode:	SA1 3SN
Organisation (if applicable)	City & County of Swansea

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**Yes**
No	

Do you have any other suggestions?

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**Yes**
No	

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	
No	**No**

Do you have any other suggestions?

The section on Property conditions states that 'Category 1 hazards must be rectified'. This is not quite legally correct as Category 1 hazards should be reduced or removed and the wording and action would only need to be taken on any Category 2 hazards if a local authority had taken enforcement action. The last paragraph in this section should also make reference to compliance with Selective licensing requirements where they exist and agents also have a duty to comply with Houses in Multiple Occupation Management Regulations when they are identified as managers.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**Yes**
No	

Do you have any other suggestions?

The section would benefit from having more included in relation to ending a tenancy, including harassment, illegal eviction and further detail on abandonment.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	
No	**No**

Do you have any other suggestions?

Unsure as to how the 'Appointment of an Agent' differs from content of Section 1 in Statutory Requirements.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	
No	**No**

Do you have any other suggestions?

Again, there is repetition of information already included in Statutory Requirements – Agreeing the tenancy.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	
No	**No**

Do you have any other suggestions?

There is repetition in the information about access to the property which is already included in Statutory Requirements. Strongly agree with encouragement of best practice to provide complaints procedure and repair timescales, but disagree with wording 'tenants should never have to wait for more than 30 days for resolution…..' as circumstances may prevent some minor repairs being carried out in that period. Perhaps the wording could be changed to 'tenants should not normally have to wait ….' There is a mis-spelling of 'programme' on page 19 in paragraph 6 about thermal insulation. Should be 'a programme to improve the energy efficiency …'

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**Yes**
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**Yes**
No	

Do you have any other suggestions?

As per comments under q4, the section would benefit from having more included in relation to ending a tenancy, including harassment, illegal eviction and further detail on abandonment.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**Yes**
No	

Could the layout be improved?

The layout is confusing between Statutory Requirements and Best Practice. Font sizes are not consistent for the same type of heading throughout the document and instead of the numbering of sections running from 1 – 9 through the Code of Practice could Statutory Requirements be Section 1 with sub-sections then be 1.1, 1.2 etc and the Best Practice Section being 2 with sub-sections 2.1, 2.2 etc? There is an assumption the document will be properly printed and formatted in accordance with the comments above to make it easier to read and more user friendly.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

The document would benefit from have reference to / a link to homelessness legislation and the prevention of homelessness, ability for landlords and agents to access support / signposting to Council / support agencies to assist in managing / maintaining tenancies to avoid crisis situations evolving. Some of the wording is cumbersome, particularly with some of the use of the passive voice. This may cause confusion for anyone wanting to comply with the Code of wanting to see what they are entitled to under the Code e.g. page 16, 7 – Contact details – 'Tenants should be made clear of how to report repair and maintenance issues'. Clearer English could be used in such circumstances.

Private Rented Sector Code of Practice for Landlords and Agents

British Gas response to the Welsh Government consultation

May 2015 Private Rented Sector Code of Practice for Landlords and Agents - Consultation May 2015

Executive summary

British Gas welcomes the opportunity to contribute to the consultation on the Private Rented Sector Code of Practice for Landlords and Agents.

We are supportive of the Welsh Government in bringing forward proposals for improvements to legislation for renting homes in Wales.

We recently welcomed proposals in the Renting Homes Bill to require landlords to ensure the property has no serious (Category 1) health and safety hazards and believe that this legislation provides the best opportunity to ensure that gas and electrical safety standards in Wales are in line with those being introduced elsewhere in Britain, by requiring mandatory carbon monoxide alarms and electrical safety checks every five years.

We believe that people in the private rented sector (PRS) have a right to expect protections against basic safety hazards in their homes and want to see legislation to that end.

We are encouraged to see these issues are also being addressed in the proposed Code of Practice for Landlords and Agents and we see real benefits in including a landlord's repairing obligations in the occupation contract.

Our response to the consultation indicates where we would like to see the proposed code strengthened.

Introduction

As Britain's largest energy supplier, British Gas supplies gas and electricity to around 375,000 homes in Wales, including those which are rented from a private or social landlord as well as owner-occupied. We employ around 400 engineers across Wales who are visiting Welsh homes on a daily basis and have first-hand experience of dealing with some of the problems which could be addressed by this code.

In 2012, British Gas and Shelter joined forces to help tackle the problem of poor quality private rented homes across Britain, aiming to improve one million privately rented homes over five years.

Over the partnership to date, British Gas has campaigned with Shelter Cymru, as well as Shelter in England and Scotland, to help raise standards through changes to legislation.

Working with Shelter Scotland, Scottish Gas successfully called for the Housing (Scotland) Act 2015 to introduce mandatory carbon monoxide alarms and electrical safety checks for the private rented sector in Scotland. We are pleased that both these measures will be required from later this year.

Along with Shelter, British Gas has welcomed regulations introduced at Westminster this month which require all domestic properties in the PRS in England to have carbon monoxide alarms fitted by 1 October 2015.

British Gas notes that the Renting Homes (Wales) Bill aims to ensure rented homes fit for human habitation, with landlords given clear responsibility to meet their obligation to keep properties in a good state of repair and maintenance. Both as a business and employer in Wales, we want to see

the same protection being given to our customers and employees as are now found in other parts of Britain.

Insight into the private rented sector in Wales

With Shelter Cymru, British Gas carried out the biggest survey of private tenants in Wales in December 2013 and January 2014 to get a better understanding of conditions in the private rented sector in Wales, questioning 602 adults who lived in the PRS at that time.i1

1 Fit to rent? report, March 2014, based on research commissioned by Shelter and British Gas, including survey of 602 adults living in the PRS in Wales surveyed 11 December 2013 to 16 January 2014 (YouGov) http://www.sheltercymru.org.uk/fit-to-rent/

Nearly two thirds (64 per cent) said that they had had at least one of the following problems in the last 12 months: damp, leaking roof or windows, electrical hazards, mould, animal infestations or gas leaks.

The research revealed that just over half were aware that a gas safety check had been completed at their property in the last 12 months. Furthermore, one in six (17 per cent) said they had electrical hazards.

The consequences of poor conditions were shown to be serious. One in 10 tenants told us that their health had been affected due to their landlord not dealing with repairs and poor conditions. Of those tenants with dependent children, 11 per cent told us their children's health had been affected.

The survey also showed smaller numbers reporting serious problems such as gas leaks, carbon monoxide poisoning and fires in the home caused by poor conditions. Four per cent said they had a gas leak in the last 12 months while, over the same period, three per cent claimed they had experienced carbon monoxide poisoning and two per cent blamed a fire at the property on poor conditions.

Further joint research with Shelter suggests that just over four fifths (81 per cent) of landlords ensure they have some sort of electrical check carried out at their properties. Of the estimated 189,600 properties in the PRS in Wales, this means there are likely to be around 36,000 without any planned electrical checks.

Improving safety, warmth and well-being

British Gas wants to see safety and well-being in the private rented sector improved through simple steps.

Requiring the presence of an audible carbon monoxide alarm mandatory in all private rented properties that have gas appliances.

A five yearly electrical safety check would provide significant additional protection for tenants and is a relatively low-cost way for the Welsh Government and the rented sector in Wales to demonstrate leadership and best practice.

Landlord to provide Energy Performance Certificate, a gas safety certificate and proof of electrical safety checks to the tenant along with the contract at the start of the tenancy and every 12 months during the life of the tenancy.

Reducing the number of tenants in cold and damp accommodation by promoting measures to increase energy efficiency and reduce fuel poverty such as:

- encouraging landlords to commission improvements and take advantage of funding that is currently available through the Energy Company Obligation to do so.

- ensuring that greater numbers of landlords adhere to their statutory duty to provide Energy Performance Certificates to their tenants by requiring that copies are presented to tenants

Requiring the inclusion of a landlords' obligations on repairs within the rental contract would be enhanced by adding a Service Level Agreement. This would require a landlord to make any repairs within an agreed specified timetable – for example broken boilers within 24 hours of the issue being flagged to a landlord.

Questions

Question 1: Do you agree with the content of Section 1 – Statutory Requirements:

Before a tenancy?

Yes N/A

No

Question 2: Do you agree with the content of Section 2 – Statutory Requirements: Setting up a tenancy?

Yes X

Do you have any other suggestions?

In addition to providing a Gas Safety Certificate and a current Energy Performance Certificate, the landlord should be required to provide the tenant with proof of electrical safety checks completed within the past five years with the contract at the start of the tenancy and every 12 months during the life of the tenancy.

Requiring the inclusion of a landlords' obligation on repairs within the rental contract would be enhanced by adding a Service Level Agreement. This would require a landlord to make any repairs within an agreed specified timetable – for example broken boilers within 24 hours of the issue being flagged to a landlord.

Question 3: Do you agree with the content of Section 3 – Statutory Requirements: Once a property is let to a tenant?

No X

Do you have any other suggestions?

We welcome the following requirements in the code of practice:

Electrical wiring must be in a safe, operational condition. All electrical fixtures and fittings must be free from breakages, cracking or defect and be properly and securely fitted.

All electrical appliances provided must be in a safe condition.

We would like to see these requirements strengthened by making it a statutory requirement for the landlord to ensure:

The presence of an audible carbon monoxide alarm mandatory in all private rented properties that have gas appliances.

A five yearly electrical safety check.

Question 4: Do you agree with the content of Section 4 – Statutory Requirements: Ending a tenancy?

Yes X

Do you have any other suggestions?

No comment.

Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?

Yes N/A

No

Do you have any other suggestions?

No comment.

Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?

Yes X

Do you have any other suggestions?

The landlord should provide Energy Performance Certificate, a gas safety certificate and proof of electrical safety checks to the tenant along with the contract at the start of the tenancy and every 12 months during the life of the tenancy

Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?

Yes X

Do you have any other suggestions?

See answer to question 3 on additional suggested statutory requirements. We recommend that electrical safety checks are a made a mandatory requirement.

We agree that repair requests should be responded to within a reasonable timescale. We believe that requiring the inclusion of a landlords' obligations on repairs within the rental contract would be enhanced by adding a Service Level Agreement. This would require a landlord to make any repairs within an agreed specified timetable – for example broken boilers within 24 hours of the issue being flagged to a landlord.

We agree that tenants should never be evicted simply for making a reasonable repair or maintenance request.

We welcome the recognition that responsible landlords will ensure their tenants are living in energy

efficient properties. We believe that reducing the number of tenants in cold and damp accommodation will be assisted by promoting measures to increase energy efficiency and reduce fuel poverty such as:

- encouraging landlords to commission improvements and take advantage of funding that is currently available through the Energy Company Obligation to do so.
- ensuring that greater numbers of landlords adhere to their statutory duty to provide Energy Performance Certificates to their tenants by requiring that copies are presented to tenants

Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?

Yes X

Do you have any other suggestions?

No comment

Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?

Yes X

Do you have any other suggestions?

No comment.

Question 10: Do you have any comments on the overall format of the Code of Practice?

No X

Could the layout be improved?

No comment.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

No further comment.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Gavin Griffith
Address:	Housing Regeneration & Strategy Service Flintshire County Council County Offices, Chapel Street, Flint
Postcode:	CH6 5BD
Organisation	Flintshire County Council

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	√
No	

Do you have any other suggestions?

The provisions made are comprehensive and we support them. There are no further suggestions that we would make in this regard.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	√
No	

Do you have any other suggestions?

Again we are supportive of the proposals, which draw together a number of existing provisions in terms of equality of access to the sector. In respect of those with a physical disability, it would be helpful for the guidance to clarify the situation with those persons who would require a major adaptation to reside in the property. What would happen if the managing agent let the property to a physically disabled person and then subsequently the owner refused consent to the required adaptations?

The proposals that all HMO's will be captured by the guidance and not simply the licensed ones is again welcome. The proposals to supply documentation place a requirement to share documents which the landlord should already be holding, so this supports transparency and offers reassurance to the tenant.

The clear breakdown of charges, dilapidations and details about how the letting can

be terminated offers clear information to the tenant about their rights and responsibilities. Support for the existing tenancy deposit scheme again reinforces requirements already in existence and formalises these.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes √
No

Do you have any other suggestions?

We fully support the proposals, however, we would suggest that further guidance should be contained within the document as to what is meant by 'keep the structure and exterior in good repair.' Similarly 'reasonable care' needs to be defined in the context of reasonable care to maintain paths

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes √
No

Do you have any other suggestions?

We fully support the proposals in this section and agree that they are comprehensive.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes √
No

Do you have any other suggestions?

We support the proposals within this section, but feel the equality provisions in the setting up a tenancy should be replicated here for the avoidance of doubt.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes √
No

Do you have any other suggestions?

Again this section appears to replicate statutory requirements already in place and we fully support these.

The guidance states that it is best practice to provide a written tenancy agreement. However, if the renting homes bill becomes an Act that will obviously supersede this, as written agreement's will be required so that needs to be reflected in the guidance.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	√
No	

Do you have any other suggestions?

We support the provisions but feel that a receipt should always be given for payment of rent and is not something considered as best practice.

We are concerned about the statement that works should carried out 'to a reasonable standard' and feel that we should be considering a higher standard.

In terms of property standards, these should be a given an again we do not feel they can be considered as best practice as the majority are already enforceable under HHSRS or the Housing Management Regulations.

Is there opportunity within the document to strengthen the language around retaliatory eviction? This would be helpful.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	√
No	

Do you have any other suggestions?

It appears from the document that a new tenancy agreement will have to be prepared on renewal of tenancy at every occasion. We are concerned that this might build in more costs for the tenant and feel that a new written agreement should only be required at renewal if there is a material change to the agreement.

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	√
No	

Do you have any other suggestions?

This is full supported without further suggestions.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	
No	

Could the layout be improved?

The document is well structured.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

Name:	RICHARD DAVIES
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Postcode:	SA2 0QD
Organisation (if applicable):	MAWW FIRE
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	No
Do you have any other suggestions?:	The inclusion of statutory life safety equipment ie fire detection within a premises For example a linked Part 6 LD3 type System The inclusion of Carbon monovide detection 5 year electrical testing certificate in place
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	As question 1
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	Testing of smoke alarms weekly by the resident to be included
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	The code appears not to reference the Social Services and Well Being Wales act. Which ill protect the most vulnerable in society in rented

	accomodation
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

About Citizens Advice Cymru

Citizens Advice is an independent charity covering England and Wales operating as Citizens Advice Cymru in Wales with offices in Cardiff andf Rhyl. There are 19 member Citizen Advice Bureaux in Wales, all of whom are members of Citizens Advice Cymru, delivering services from over 375 locations.

The advice provided by the Citzens Advice service is free, independent, confidential and impartial, and available to everyone regardless of race, gender, disability, sexual orientation, religion, age or nationality.
The majority of Citzens Advice services staff are trained volunteers. All advice staff, whether paid or volunteer, are trained in advice giving skills and have regular updates on topic specific training and access to topic-based specialist support including housing.
The twin aims of the Citizens Advice Bureau service are:

• to provide the advice people need for the problems they face
• to improve the policies and practices that affect people's lives.

Local Bureaux, under the terms of membership of Citizens Advice provide core advice ased on a certificate of quality standards on consumer issues, welfare benefits, housing, taxes, health, money advice, employment, family and personal matters, immigration and nationality and education.
The Citizens Advice Service now has responsibilities for consumer representation in Wales as a result of the UK Government's changes to the consumer landscape[1]. From 1st April 2014 this includes statutory functions and responsibilities to represent post and energy consumers.

We are happy for our response to be made available to the public.

Summary of Key Points

We believe the proposed Code of Practice fails to support the policy intent of improving practice within Private Rented Sector (PRS). We do not support the current Code as is presented within the consultation and believe it could lead to a decrease in good practice.
We believe the Code of Practice should be rewritten to clearly outline:

• the standards and expected behaviours required by landlords and letting agents

• the legal basis for establishing the code
• how to report a suspected or known breach of the code and what action may be taken
• *all* relevant statutory requirements, inclusive of occupier's liability, right to redress and complaints
• emergency contact detail requirements to ensure properties are made safe and without risk to health

Should the current format be taken forward with two types of information held within one document, these should be more clearly identifiable throughout.
The best practice section is a mixture of information provision and best practice guidance. We advocate it is revised so that it only contains best practice information.
We would welcome working with Welsh Government to ensure tenant engagement in the development of the referenced tenants guide *'How to rent'* as well as the complimentary Tenants Pack Welsh Government have previously committed to creating.
We also advocate that prior to the Code's introduction that Welsh Government clarify how improvements in practice will be identified and monitored as a part of the ongoing evaluation of the impact of the Housing (Wales) Act 2014.

Response

We believe the Code of Practice outlined for consultation is a missed opportunity to improve practice across the PRS and it fails to adequately support the policy intent of clarifying and improving practice of landlords and letting agents.
We believe that the Code of Practice should be rewritten to clearly outline what behaviours are expected of landlords and letting agents. This new Code of Practice could then form part of the suite of wider documents (including those outlining both statutory requirements and best practice) in development to support the implementation of the Housing (Wales) Act 2014. This would reflect existing Code of Practices that outline expected behaviours in addition to relevant regulatory frameworks, such as the Civil Service Code, Code of Practice for Social Care Workers, and the Code of Conduct for Health Care Support Workers in Wales. Each of these 'codes' are in addition to their wider legal and regulatory framework, but make clear the intent to the reader of how the individual they come into contact with should behave. They are short, clearly written and accessible documents designed to ensure the public understands the code, how it applies to them and what to do if they think people are in breach of the code.
The proposed code of practice reduces existing expectations on landlords and letting agents in Wales who are currently signed up to Landlord Accreditation Wales Code of Conduct, undermining the policy intent of improving practice within the PRS in Wales. Similarly, the code diminishes established expected behaviours applicable to members of professional and accredited bodies for PRS landlords and letting agents, such as the National Landlord Associations Code of Practice, the Property Ombudsman's Code of Practice for letting agents, Residential Landlords Associations Code of Conduct and Association of Residential Letting Agents. We are concerned that this could lead to a decline in service to tenants, particularly with regards to making timely repairs as those landlords signed up to the LAW code of conduct are already committed to what is listed in best practice information and could chose not to continue this practice when becoming a registered landlord.
It is unclear from the proposed code as laid out in the consultation document, who the target audience is. If this document is to inform landlord, letting agents and the general public about the practice they can expect when dealing with landlords or agents, additional information is required to support it. This should clearly outline:

• the legal basis for establishing the code
• what the code means to landlords and letting agents day-to-day practice
• how to report a suspected or known breach of the code

• what action may be taken as a result of reporting a breach of the code.

We believe the Code of Practice should clearly outline the standards required by landlords and letting agents and their expected behaviours.
We also advocate that prior to the Code's introduction that Welsh Government clarify how improvements in practice will be identified and monitored as a part of the ongoing evaluation of the impact of the Housing (Wales) Act 2014.

Statutory Requirements

The statutory requirements reiterate existing legislative duties applicable to landlords and letting agents. No additional information is contained within this section. As such, this could be written in a considerably shorter and in a more informative format making use of hyperlinks to relevant legislation, regulation, guidance and plain English / Welsh overviews. For a non-online/digital version of this information, the reader could be signposted to relevant hard copy information and informed of where and how to access information online.
This section of the code does not include information on occupier's liability, right to redress or complaints. We believe that should the existing format be taken forward then these areas should be added to the statutory requirements information.
In a similar manner, while contact detail requirements are listed within '*contact details*' section they are not referenced within the 'property conditions' for ensuring adequate access to landlords to make emergency repairs, ensuring a property is safe and without risk to health. We believe this should be explicitly stated as is the case within the best practice information and would welcome the Code taking this forward. This would also echo what is put forward under the Renting Homes Bill.

Best Practice

We believe there are a number of issues with this aspect of the Code which can be summarised as:

- '*Must*' is used, however we suggest '*should*' is more appropriate when writing about best practice as opposed to statutory requirements and subsequent practice
- We do not support the referencing and inclusion of '*oral only agreements*' within the best practice information. This is in conflict with what is deemed as best practice across the sector and the Renting Homes Bill.
- The Housing, Health and Safety Rating System (HHSRS) information is just that, information. It is not 'best practice' guidance or information, but explains how the system operates.

These examples illustrate the confusion of the current document's content which varies between information provision and best practice guidance. We advocate that revision work is undertaken to ensure that if this approach to the Code is taken forward, then it is done so in a clear and consistent manner clarifying what is best practice and separating information into a separate resource.

Further, within the 'Setting up a tenancy' section reference is made to *'the Welsh Government's Tenant Guide 'How to rent''*. However, we are unaware of this document, cannot see it available online, and are unaware of any consultation or co-production work with tenants, tenant associations, of housing advice providers to create this. We have long supported the need for a tenants information pack to be designed with tenants to meet their information needs clearly outlining roles and responsibilities of landlords, letting agents and tenants alike. We would therefore welcome working with Welsh Government to help ensure that appropriate and accessible public information is created with the end users and to

ensure that this proposed referenced 'how to rent' guide compliments the Tenants Pack Welsh Government have committed to creating to support Part 1 of the Housing Act.

We welcome the Welsh Government's ongoing commitment to equality and diversity, as seen by the best practice statement regarding being '*considerate of circumstances when dealing with consumers who might be disadvantaged because of their age, infirmity, lack of knowledge, lack of linguistic ability, economic circumstances or bereavement'*. However, we ask for greater clarity on how landlords and agents will be supported to achieve this aim. As made clear in our previous response regarding the training provision to accompany registration we advocate that best practice equal opportunities information is made available and publicised to improve practice across the sector.

Format

Should the current format be taken forward with two types of information held within one document, these should be more clearly identifiable throughout. The current document split into statutory requirements and best practice chapters is not adequately formatted to make clear to the reader the distinctions. We believe this is likely to lead to confusion for all parties (landlords, letting agents and tenants), raise expectations of what is required of landlords and agents in relation to 'best practice' being considered 'statutory' due to their inclusion within the Code of Practice.

The repetition of statutory information within the best practice information is likely to cause confusion as sometimes it is copied completely, as is the case with the first paragraph of '**Agreeing the tenancy**' on pages 7 and 15 of the consultation document and sometimes alternative wording is used with similar meaning as is highlighted below:

Area	Statutory Requirements information	Best Practice information
Appointment of an agent – *signing an agreement*	*Appointment of an agent,* p5-6 Agents must give landlords written confirmation of their instructions to manage a property on their behalf. This must include details of: • fees and expenses • business terms • the duration of their instructions; and • the extent of the agent's financial authority to authorise expenditure such as essential repairs/maintenance. (A) The agent must give these details to the landlord before the landlord is committed or has any liability towards them. The landlord should be given sufficient time to read and understand the agreement before signing. (A) Terms of engagement must clearly state the scope of the work the agent will carry out and any additional responsibilities. The terms must be fair and must be written in plain and intelligible language. (A)	*Appointment of an agent, p14* The landlord and agent should sign and date a term of engagement detailing their business arrangements, and which party is responsible for specific aspects of the letting and management arrangements. Any subsequent changes to terms of engagement must be confirmed in writing and signed by both parties. (L & A)

	If a landlord signs a contract with the agent present at: • their home; or • at another location away from the agent's premises; or • by post or online; or • without having met the agent, the landlord must be given a right to cancel that contract within 14 calendar days from the date of signing. If the landlord requires the contract to start before the end of this cancellation period the agent must obtain confirmation of this in writing. (A) Agents who want to appoint a subagent must first obtain the landlord's authorisation. Appointing a subagent without authorisation may be considered a breach of duty unless it is contained within the agent's terms of engagement. (A)	
Access to the property	*Access to the property, p10* *Except in the case of an emergency, tenants must be given at least 24 hours' notice, in writing or by the residents preferred means requesting access to the property. The access should be requested at a time reasonable to the tenant and must explain who will be entering the property. (L & A)*	*Access to the property, p17* Access to the property should only be requested at a time reasonable to the tenant and it should be clear who will be entering the property. (L & A)
Renewal fees	*Marketing and advertising, p6* All non-optional fees must be disclosed and be made clear so that prospective tenants can clearly understand all the costs which they will have to pay should they enter into a tenancy. The same applies should a tenant be expected to make any transactional decision at a later date relating to the tenancy, such as any fees applicable for renewal of the contract. (L & A)	*Tenancy renewals and changes, p20* All fees payable and potentially payable on any tenancy renewal or change to a tenancy should be clearly and transparently communicated to the client prior to that client making a transactional decision to enter into a contractual relationship in the first place. (L & A)

The confusion is likely to be increased where best practice is iterating common law such as is highlighted in the first above example, **Appointment of an agent**. Within the brief best practice statement, the first sentence reiterates statutory requirement information with less detail while as the second sentence '*Any subsequent changes to terms of engagement must be confirmed in writing and signed by both parties*' goes far beyond the statutory requirements information and contract law requirements.

Should Welsh Government take forward the proposed code we would advocate that careful consideration is given to the formatting of the document and it is tested with an appropriate range of applicable users (landlords, letting agents and tenants) to ensure the reader is clear on what is statutory and what is best practice. We would suggest that consideration is given to merging the information from the two separate aspects of the code under the given headings ('before a tenancy', 'setting up a tenancy' etc.) while clearly identifying what is statutory and what is best practice. This could be done through the use of different fonts, colours, tagging the text or tables, whilst maintaining accessibility and ease of use.. This would remove repetition, tie both parts together better yet ensure clarity to the reader on duties and suggested practice.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

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Postcode:	GL16 8AA
Organisation (if applicable)	Central Association of Agricultural Valuers (CAAV)

About the CAAV:

The Central Association of Agricultural Valuers (CAAV) represents, briefs and qualifies some 2500 professionals who advise and act on the very varied matters affecting rural and agricultural businesses and property throughout Great Britain. Instructed by a wide range of clients, including farmers, owners, lenders, public authorities, conservation bodies, utility providers, government agencies and others, this work requires an understanding of practical issues.

The CAAV does not exist to lobby on behalf of any particular interest but rather, knowing its members will be called on to act or advise both Government and private interests under developing policies, aims to ensure that they are designed in as practical a way as possible, taking account of circumstances.

Our particular interest in this consultation arises because many of our members are involved in the letting and management of residential property on behalf of clients. Whilst this is predominantly rural in nature, it can include all types of property from substantial farmhouses and country homes to modest cottages on farms, in remote rural locations and in towns and villages.

In preparing this response we have consulted our membership generally and our Wales Committee in particular. I set out below the CAAV response to the consultation.

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes X

Do you have any other suggestions?

Section 1 is clearly presented and easy to follow.
It would be helpful to provide the statutory basis for each requirement, perhaps by listing the relevant statutes and regulations in an appendix and cross referencing them in the text by means of a numbering system.
e.g. The text states “A tenant must not be evicted without a possession order and following due process (i)”
In the Appendix:
(i) The Protection from Eviction Act 1977
That would allow users of the Code to check the precise nature of their obligations.

Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?

Yes X

Do you have any other suggestions?

The comments in relation to Section 1 apply here as well.

Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?

Yes X

Do you have any other suggestions?

The comments in relation to Section 1 apply here as well.

Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?

Yes X

Do you have any other suggestions?

No

Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?

Yes X

Do you have any other suggestions?

No

Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?

No X

Do you have any other suggestions?

Page 16 - Contact Details

The word "always" in the first line of this section should be deleted. It is impractical to expect the landlord or his agent to "always" be contactable, particularly outside normal office hours.

We do not believe that a written complaints procedure needs to be given to the tenant at the commencement of the tenancy, provided that the tenant is made aware that there is a written complaints procedure which they can request if required.

Page 17 - Property Conditions

We believe that this section although well intentioned is wholly impractical in that it fails to recognise that repairs can only be carried out by suitably qualified contractors and they may not always be available within the time scales outlined in the draft code. With this in mind we would propose that the code simply reads:

"Repair requests should be responded to within a reasonable timeframe. In normal circumstances this would be as follows:

Emergency/urgent repairs - these should be dealt with or made safe as soon as practically possible after the landlord and or his agent is notified. If possible contractors should be instructed on the day of notification.

Other repairs - these should be dealt with in a reasonable timeframe and this will be dependent on the nature and seriousness of the repairs required."

Page 18 - the draft code states that a property should be heated and kept warm to a suitable degree via a system of fixed and controllable space heating. Some older properties, particularly in rural areas off the gas grid have no fixed space heating other than open fires and perhaps a solid fuel appliance in the kitchen. These properties are almost always let at lower rents and the people who rent them are happy to reside in such a property. We would therefore suggest that a paragraph is added to this section to read:

"It is understood however that some tenants may wish to rent properties without fixed space heating and these principles should not prevent tenants renting such properties as long as they are made fully aware by the landlord in advance that the property does not have a central heating system". The sweeping of chimneys is usually the responsibility of the tenant.

Page 19 - rising and penetrating damp. Some older properties of traditional construction (some of which are listed) were not designed or built to have damp proof course and may have a degree of rising damp coming up through stone flagged floors, for example. Such properties are not uncommon in rural areas. We would suggest therefore that the wording of this section is amended to read as follows:

"The property should where possible be free from deficiencies which could lead to rising and penetrating damp except with regard to rising damp where there are constraints due to its listed status or its traditional design …"

We do not agree that the landlord should provide the tenant with an outside clothes line – such matters should be left to the tenant.

Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?

Yes x

Do you have any other suggestions?

No

Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?

Yes X

Do you have any other suggestions?

Paragraph 5 suggests that it should be the landlord's responsibility to inform the local authority and utility companies of a change in occupation. We would suggest that this should equally be a tenant's responsibility and the wording should therefore be amended to read as follows:
"The landlord should remind the tenant prior to the end of the tenancy that it is their responsibility to notify the local authority and utility companies of any change in or discontinuance of their occupation"

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes X

Could the layout be improved?

Overall the Code of Practice is clear and easy to understand. The layout is logical and easy to follow. We applaud the effort which has gone into creating a very useful text.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

None

Code of Practice Consultation Responses

letdownincardiff.wordpress.com

Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Let Down supports the principle of the Code of Conduct, but we do not think it goes anywhere near far enough in addressing the poor standards in the sector. However, we've addressed some specific points below and welcome the opportunity to give tenants' input in a landlord-dominated policy area.

1. Stronger deterrent needed for breaking the Code

Firstly, we do not think merely the removal of a license is a strong enough deterrent to stop agents/landlords breaking the Code of Practice and would seek reassurance that they would not simply be able to continue their business through a conduit such as a spouse or simply a different letting agent. We think there should be fixed notice penalties that the licensing authority could gather and reinvest into promoting tenant and landlord education. Consequences for not following the Code should be made very clear to landlords and agents.

2. 'Before a tenancy: Appointment of an Agent'

Transparency between landlords and agents, as well as the agents' practices, should be promoted

Let Down supports that landlords should be informed of the expenses the agent will charge prior to managing a property, but also think they should be informed of the expenses the agent will charge the tenants, so the landlord knows how much the agent is accruing from each party. We are concerned that 'double-charging' is rife and greater transparency between all those involved would help this.

3. 'Before a tenancy: Marketing and advertising'

LCM for the Consumer Rights Act?

We welcome that all non-optional fees must be disclosed, including ones that could come up at a later date, such as renewal fees. However we note that the UK Consumer Rights Act would also ensure that all letting agents have to publish their fees. Presumably they would also have to explain why, for example, renewing a contract costs however much they charge. We'd very much welcome at least an enforced breakdown of why fees are so high. Let Down do not think letting agents should charge tenants fees at all, and this is a major factor in why tenants' cost of living is so high, but if the Welsh Government is not willing to go as far as Scotland has for tenants, then we think fees should at least have to be broken down and explained.

4. 'Setting up a tenancy: Reference and checks'

Discrimination against those who need housing benefit

The Code states that prospective and/or existing tenants must not be treated less favourably than others due to a range of protected characteristics. Let Down has found that some of the most damaging discrimination comes against those, whether in work or not, who need to claim some housing benefit. The, usually capitalised, declaration of 'NO DSS' decorates most property advertisements and is seen as perfectly acceptable, yet contributes to making the most vulnerable even more vulnerable. So few agents/landlords allow those in receipt of housing benefit that these tenants are left with the worst properties, in the worst conditions, and have no hope of complaining about standards because they know how difficult it was to get somewhere to live in the first place. We would propose that agents/landlords are also not allowed to discriminate based on this, so long as tenants can prove their income as a whole can cover the rent.

5. 'During a tenancy: Access to the property' and 'Ending a tenancy'

24 hour notice for access and 'wear and tear' deterioration

We welcome that both these points are highlighted, that landlords/agents must give at least 24 hour notice before requesting access. We'd also like it emphasised that not only should notice be given but they should make an effort to negotiate a good time for the tenant and to, most importantly, wait for the tenants to agree to that time, not just state when they will appear and intrude. We also welcome that it is highlighted that proper allowance must be made for wear and tear, as through our tenants' stories we have often heard of unfair deductions from deposits which seem at odds with this.

General Comments

It seems incongruous that the Code of Practice was not automatically based on best practice, and instead it seems to be included as an afterthought. Particularly the inclusion of a Welsh Government Tenant Guide 'How to Rent' - this should surely be a statutory requirement so tenants know what the Code actually is.

We welcome much of the proposals under 'Best Practice' but unfortunately do not think that anything that isn't compulsory will make any difference to the sector. Those who want to conduct best practice will already be doing so and become part of an agent/landlord member organisation to help them. It's only by making best practice the standard practice that anything will change for tenants.

Alice Owen
Policy Assistant - Family & Social Justice
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Dear Sirs

Code of Practice Consultation

We are responding to the Welsh Government's recent "Consultation on a Private Rented Sector Code of Practice for Landlords and Agents" (the 'Consultation').

The Law Society welcomed the Housing (Wales) Act 2014 and supported the introduction of a compulsory registration and licensing scheme for private rented sector landlords and letting agents. For further details please refer to our previous evidence on the then Housing (Wales) Bill which was submitted in January 2014.

We believe that the introduction of a code of practice and compulsory registration scheme will result in:

- Landlords and letting agents becoming more aware of their responsibilities.
- Contract holders having more trust that the property is being properly managed.
- An overall improvement of the standards of private rented properties.

We largely agree with the contents of the draft Code of Practice (the 'Code'), and we have no specific comments to make on the layout of the sections. However, we have some suggestions about matters which the Code has not addressed, in response to question 11:

" We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know."

Renting to young people

The Renting Homes (Wales) Bill proposes that 16 and 17 year olds will be able to hold contracts on the same terms as adults. At the Communities, Equality and Local Government Committee recent call for evidence on 30 April 2015 we expressed concerns as to whether young people as minors would be more vulnerable or exposed to any risks as first time tenants by holding a legal interest in a property. We would reiterate those concerns: having to deal directly with a landlord when negotiating a tenancy or signing an inventory young people may be exposed to potential risks. We recommend that additional safeguards could be included in a separate section of the Code of which applies to landlords when renting to contract holders under the age of 18, reminding them that whenever possible, they should deal with a responsible adult.

Data Protection

The Code does not specifically address data protection obligations. For example landlords / letting agents are under a duty not to disclose information relating to the contract holder after the tenancy has expired. As the Code will serve as a reminder to landlords of their obligations at all stages of the tenancy relationship (including how and when the tenancy will end) we recommend that data protection obligations should be included in the Code as a stand alone section which addresses how information should be dealt with from the moment it is first obtained (eg for carrying out credit checks) to the termination of the tenancy and any subsisting obligations thereafter.

Abandonment / disposal of goods

Section 7 of the Code as drafted briefly mentions abandonment but only in the context of forced entry, stating that a landlord may enter a property:

"in the event that the tenant is unavailable or does not respond and there is genuine reason to believe that the property has been abandoned"

The Law Society has previously given evidence on this issue in respect of the Renting Homes (Wales) Bill. As sections 5-9 of the Code contain provisions on best practice to be adopted by landlords, then further detailed guidance should be provided as to what steps a landlord / letting agent must take in order to satisfy themselves that the property has been abandoned by the contract holder. This should ensure that tenants (and in particular vulnerable contract holders) are not exploited and that landlords are not exposing themselves to a wrongful eviction claim because they failed to take sufficient steps before seizing control of the property. At present the Code does not detail what constitutes a 'genuine reason' and perhaps falls short of properly dealing with abandonment by only mentioning it in respect of forced entry. We would recommend a stand alone section to deal with abandonment in more detail.

We also recommend that section 9 of the Code includes the practical steps a landlord should take before disposing of any property that has been left by a contract holder at the end of the tenancy (ie what attempts were made to contact the contract holder and what would be a reasonable timeframe before disposal).

We hope this is helpful. Please do not hesitate to contact us should you require any further information.

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
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Organisation (if applicable):	Generation Rent
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	No
Do you have any other suggestions?:	This should be combined with the best practice recommendations for a clearer layout. There should be examples of what 'unfair commercial practice' is. When it states that 'Agents must give landlords written confirmations of their instruction to manage a property on their behalf' it should note that the fees and expenses should include details of the fees charged to tenants. When it states that all non-optional fees must be disclosed and be made clear - this should include fees that are potentially optional but depend on the landlord's instruction (i.e. inventory fees). There also needs to be clearer guidance regarding transparency in fees and charges. Although the Code states that 'all non-optional fees must be disclosed and made clear' it does not mention the requirement to include charges in property adverts and listings following the Advertising Standards Authority ruling of March 2013.
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	No
Do you have any other suggestions?:	It states 'how rent increase will be imposed including a statement making clear what notice the landlord must give the tenant before the rent increase will take effect' - it should have a minimum notice period for this so that landlords do not give a weeks' notice (it is normal for it to be at least 2 months, the same as the standard notice period for terminating a letting)
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to	No

a tenant?:	
Do you have any other suggestions?:	Under the Property Conditions, it states that 'Category 1 hazards must be rectified and high value Category 2 hazards should also be mitigated wherever possible'. This is in the Statutory Requirements section, not Best Practice - either the landlord must mitigate these and it is a requirement or he should, and it is best practice.
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	No
Do you have any other suggestions?:	Included in this section should be what the due process for eviction is, further explanation around possession orders and a clear explanation that harassment and illegal eviction are criminal offences that carry penalties. It should be included that landlords have to provide a fair and accurate reference for their tenants when requested to do so. (Not in the Best Practice - Setting up a Tenancy section where it currently is written).
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	Repeated in this section are parts of the statutory requirements, which the landlord must do, rather than best practice which he should do. This is why it would be best to combine best practice and statutory requirements in to one section. It is best practice for landlords and agents to signpost tenants to independent housing advice and this should be included in this section
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	No
Do you have any other suggestions?:	This section should include information about security of tenure. Landlords and agents should be informed that best practice is offer tenancy lengths that are suitable for the needs of the household, including offering longer term tenancies to tenants who have passed a probationary period and who long-term security (especially families). Letting agents should not be insisting on 6 or 12 month tenancies as standard in order to maximise their renewal fees – a practice that we know is

	widespread
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	
Do you have any other suggestions?:	The best practice advice for landlords and letting agents on complaints should be separated as there are clear guidelines for agents. Agents must belong to a redress scheme and have a complaints procedure as part of this. This should be put in the Statutory Requirements section.
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	No
Do you have any other suggestions?:	It would be helpful to include in this section, the general written guidance that tenants should be given about ending a tenancy, or at least signposting for landlords as to where they can obtain this information.
Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	The layout of the whole document should be changed. There is no need for a section on statutory requirements and another on best practice. It would be much better to have these together, in the same ordered sections but laying out requirements that the landlord must comply with, then best practice that he should comply with. It would be better to split this document into a section for landlords and a section for letting agents. Although this would repeat some of the content, it would be clearer for landlords and letting agents to understand what are their responsibilities.
We have asked a number of specific questions. If you have any related issues which we have not specifically	Overall, the language of the document is overly complicated and legalistic. Many of the sentences are poorly phrased and there is an overuse of the passive voice which will lead to confusion and misunderstanding.

addressed, please let us know here::	It would be better to remove jargon and obscure words such as ‘mitigate’, ‘prudence’ and ‘diligent’ and simplify the phraseology. This code should be aiming to convey the law in an easy and comprehensive manner, not to further confuse landlords. There is no mention throughout the document of the penalties that landlord and agents face if they don’t comply with the existing law. They should be reminder what the consequences of non-compliance are for each area of the Code. There is no mention in the Best Practice guide about adaptations for disabled tenants. It would be beneficial if landlords were asked to consider consenting to adaptations being made for tenants who require them, and should be reminded that where these have been made, it would be of mutual benefit to set up a long-term tenancy.
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Oliver Townsend
Address:	Cymorth Cymru Norbury House Norbury Road Fairwater Cardiff
Postcode:	CF5 3AS
Organisation	Cymorth Cymru

(if applicable)

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

We would like to query elements of this section, particularly the idea of the "*average customer"*. This will not include potential tenants who are vulnerable, and we want to be sure that this definition of average customer will not lead agencies to deliberately or otherwise disadvantage those who require more support than others.

In addition, this period of the code of practice would be an excellent opportunity to add guidance for landlords in terms of vulnerable tenants – how to ensure support is brought in if needed, how to signpost to services, etc.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

We do think this is another opportunity for landlords to consider what support they, or their tenant, may need. Adding criteria to the "Agreeing the tenancy" section such as "where they can find support if needed" would help with this to an extent, and we can look at additional elements that could be added.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

There is another opportunity to ensure vulnerable tenants are considered in the "Contact details" section. Tenants could be given numbers for local advice services to contact when needed, in a similar way to being given details of a person to deal with problems in their property in an emergency. One suggestion is that this information can be given as a default to all tenants, which ensures that those tenants with vulnerabilities are not singled out.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes ☐
No ☐

Do you have any other suggestions?

We have limited our response to the non-specific questions, as our interests in this Code lie mainly with the new duty to discharge into the PRS.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

Our comments above on the corresponding areas can apply to these questions as well.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

Our comments above on the corresponding areas can apply to these questions as well.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

Our comments above on the corresponding areas can apply to these questions as well.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

Our comments above on the corresponding areas can apply to these questions as well.

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes ☐
No ☐

Do you have any other suggestions?

We are not in agreement or disagreement directly, instead we would like to comment on areas that could be added that meet the needs of vulnerable tenants.

Our comments above on the corresponding areas can apply to these questions as well.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**X**
No	

Could the layout be improved?

We believe that the distinction between statutory requirements and best practice is too stark. We would much rather see both sections together, with reference to what is statutory or best practice. This way, landlords can see the best practice as part of what they can undertake, rather than it running the risk of disregarding the best practice elements in favour of focusing just on the statutory elements.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

A significant area for the PRS will be the discharge of duty from local authorities. Given this will require landlords to be more familiar with the needs of individuals with chaotic lives, this code of practice is an opportunity to draw out best practice in terms of working with individuals. We have suggested some specific points where signposting and advice can be given, but these are just initial thoughts.

Looking in more detail at ways to work with providers of support services, signposting to advice for both landlords and tenants, guidance on what support is available, would all be very useful to landlords. If the PRS is to offer tenancies to people with chaotic lives, there needs to be greater recognition of this in the Code of Practice. We would be happy to work with others to look at how this might work, building on initial ideas earlier in the consultation, and drawing on the experience and expertise of our member organisations who have been working with vulnerable individuals and sustaining their tenancies, for years.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Dominic Gillan
Address:	Carbon Monoxide All Fuels Action Forum Policy Connect 32-36 Loman Street | CAN Mezzanine London

Postcode:	SE1 0EH
Role/Organisation (if applicable)	Manager, Carbon Monoxide All Fuels Action Forum

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	
No	

Do you have any other suggestions?

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	
No	

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

The section relating to carbon monoxide alarms should be changed to precisely reflect the wording of Part J of the Building Regulations 2010. The wording should include reference to the alarm being provided in the room where the appliance is located, and that it should comply with the relevant standard. The wording could also be updated to reflect the upcoming changes to private rented housing in October 2015, as announced on 11 March 2015 (https://www.gov.uk/government/news/tenants-safer-under-new-government-measures), depending on the eligibility requirements of the final text of those changes.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	
No	

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	
No	

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

The points on carbon monoxide alarms within Section 7 are important. In addition to the advice contained, the testing of alarms should be conducted at least annually by landlords and/or agents, with tenants encouraged to do so more regularly. Examples of appliances of each fuel type should also be added to ensure the audience understand the point, for example ‘gas ovens’ and ‘solid fuel stoves’. Along with the provision of alarms, a quick explanation of their purpose and

importance by the landlord and/or agent, makes it less likely to be removed or tampered with by the tenant.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	
No	

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**x**
No	

Could the layout be improved?

It may not be entirely clear which sections are ‘best practice’ and which sections are mandatory, especially with regard to “Carbon monoxide alarms should be provided” as best practice – making this clearer would be an improvement.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Wendy Dearden

Address:	Conwy County Borough Council Civic Offices Abergele Rd. Colwyn Bay
Postcode:	LL29 8AR
Organisation (if applicable)	Conwy County Borough Council

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Landlords should be encouraged to acquaint themselves with advice services regarding best practice, especially if they have limited experience, with a view to ensuring tenancies are as sustainable as possible to the benefit of the landlord and tenant.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Landlords should be encouraged to advise a tenant of services available to assist the tenant should they experience difficulties in order to prevent avoidable problems and potential homelessness.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

A recommendation that landlords should seek to resolve matters which may arise promptly to maximise the sustainability of a tenancy. Fostering a culture of good tenant relations is good practice with benefits for both parties.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**x**

No ☐

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes ☒ x
No ☐

Do you have any other suggestions?

A recommendation that landlords should signpost the tenant to seek Housing options advice at the end of their tenancy.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes ☒ x
No ☐

Could the layout be improved?

Although the splitting of statutory and best practice elements has a logic, and seeks not to confuse the landlord or agent, we cannot help wonder whether it will have the effect of encouraging a landlord to limit practice to the statutory requirements. Possibly the best practice part of the document may not be read as closely. The promotion of the benefits of good practice might warrant a higher profile. Its inclusion alongside the statutory may promote this.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

The sustainability of tenancies and prevention of homelessness is of mutual benefit to both landlords and tenants. Inclusion of tenancy relations and good practice around communication and provision of advice to resolve common issues would be beneficial. The advice could go further in respect of reasonable costs and fees associated with the setting up or renewal of tenancies as they can be burdensome on tenants and not reflect the true cost of the activity.

Response Form

Name:	David Hancock
Email:	d.hancock@mawwfire.gov.uk
Telephone:	01267 242640
Address:	Service HQ, Lime Grove, Carmarthen.
Postcode:	SA31 1SP
Organisation	Mid & West Wales Fire & Rescue Service

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	√
No	

Do you have any other suggestions?

No other observations / suggestions

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	√
No	

Do you have any other suggestions?

Within the section “Supplementary Information” (p8) we would like to see included, written confirmation from the Landlord that any installed Carbon monoxide detectors and / or smoke alarms are operable and that the tenant has been provided with information on their testing and maintenance requirements. There should also be a mention to the Social Services and Well-Being Wales Act which will ensure the most vulnerable people in people of Wales live in Safe environments which include safety from Fire.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	√
No	

Do you have any other suggestions?

Within the section "Property Conditions" (p11) should the requirements in relation to the fixtures/fittings, appliances, installations being in a fit and safe condition be included in the section prior to occupation and not once the property is let. This could potentially leave a tenant waiting for repairs to be effected after they have taken up residence. Furthermore the need / responsibility for ongoing maintenance of the property, fixtures, fittings, appliances etc.. could be mentioned here also. Maintenance of fixed fire suppression installations should be maintained and tested in accordance with the manufactures recommendations. Landlords and agents should maintain a record of servicing and work carried out. (L & A). In relation to (p12, para 1) the provision of Carbon monoxide detection when new appliances are installed can the phrase "fossil fuelled appliances" be inserted rather than "solid fuel" to ensure all fuel types are captured?

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	√
No	

Do you have any other suggestions?

No further comments.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	√
No	

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	√
No	

Do you have any other suggestions?

Page 15, para 6. How does this relate to the domiciliary care sector?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	√
No	

Do you have any other suggestions?

Can information be provided to the prospective tenant on the benefits of and how to access a Home Fire Safety Check from the relevant Fire and Rescue Service by using free-phone 0800 169 1234?

Fire Alarm Systems are required by law for new build dwellings, though there is no such requirement for existing premises. Best practice should encourage the installation of smoke alarms in addition to carbon dioxide detectors. There is much literature readily available that provides information on the type and siting of detectors in the home. Whilst the provision of single point detectors is generally acceptable, dependent on the type of property and the occupancy profile the interlinking of these detectors with the provision of mains power with battery backup will be a more preferable and safer approach.

Consideration should be given to making the installation of Carbon dioxide detectors and smoke alarms mandatory as in other parts of the UK.

Page 18/19. Any fixed system provided for the safety of the occupants should be tested in accordance with the manufacturer's instructions.

Page 18/19. Consideration should be given to the installation of a fire suppression system conforming to BS 9251 or EU equivalent standard.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	√

No ☐

Do you have any other suggestions?

No further comments.

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes ☑
No ☐

Could the layout be improved?

Can a Glossary of Terms be provided?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

What does the licence application process look like?

Is this code applicable to existing tenancies?

Will this Licensing Scheme invoke the requirements contained in the Fire Safety Order 2005

Anonymous

Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	No
Do you have any other suggestions?:	Generally we agree, yes, however there are a couple of suggestions. Appointment of an agent The landlord must ensure the agent is licenced - to what degree, take their word? Written confirmation? Obtain a copy of their licence? It would help if this section was more specific. An agent must not engage in any unfair commercial practice - would it just be simpler to say the agent must not influence the tenant Landlord's contract with the agent - 14 day cancellation period - we think the landlord should have the right to the 14 day cancellation period regardless of where they sign the agreement or meet the agent Marketing and advertising Appropriate consents - please define what is appropriate, written? Provide the agent with copies? All non-optional fees - in most cases agents charge tenants referencing or administration fees of anything up to £300 per individual applicant, we think this is wrong. The landlord is paying the agent a fee and we think there is a conflict of interest in taking fees from both parties. Also it is penalising tenants when in a lot of cases they can only just afford the deposit and first month's rent. We do no think tenants should have to pay agents/referencing fees (and we say this as a landlord)
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	Generally we agree Agreeing the tenancy - the methods of payment that could apply - replace the word 'could' with 'should'. Rental agreement - how any dilapidations will be claimed - can it be more specific about what details should be provided or possibly include something on this in 'Best Practice'. The agreement must be signed and 'dated' - one date on the agreement? or each tenant dates when they sign and the landlord then dates when they sign, can this be more specific please
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a	No

property is let to a tenant?:	
Do you have any other suggestions?:	Contact details - the last paragraph is basically a repetition of the first paragraph of this section Access to the property - second paragraph - could it be more specific in the case of abandonment avoiding the need to seek a court order. Property Conditions - We would not want to be tied to HHSRS as the criteria is not always helpful there must be a better way. It does not need to be included as local authorities will still have the power to enforce standards under the HHSRS regardless of what is in the code. Landlords must keep the structure and exterior of the property in repair - please include "unless the tenancy states otherwise". Selection of contractors - how far do you go with checks, please include more information/detail on this, perhaps in Best Practice
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	No
Do you have any other suggestions?:	Generally we do, however Deductions from the deposit for wear and tear - we think the landlord should be able to make a deduction from the deposit for additional wear and tear as a result of a pet. After dilapidations have been accounted for it would be good if it was clearly set out in the Code that the balance of deposit could be used to offset any arrears
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	No
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	Generally we agree, however we would comment as follows; The Welsh Government's Tenant Guide 'How to Rent' - we had never heard of this guide, we have not read it and doubt whether many tenants are aware of it. This needs to be promoted more. Agreeing the tenancy - on the first line we feel it should read "the landlord or agent" Where it says "methods of payment that could apply" - swap the word 'could' for 'should' as this seems more appropriate.

Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	In the third paragraph - "Tenants should be informed of the refuse collection..." please insert "where known" (the landlord does not always have all this information). Property Conditions - we are not convinced the HHSRS is the right tool. Properties should be inspected at appropriate intervals - periodically? What length of time between inspections is deemed appropriate, can it be more specific? Once a year?
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	No
Do you have any other suggestions?:	Yes - why does it refer to "client" - can it be more specific please? Landlord? Tenant? or Landlord and Tenant? (consider conflict of interest)
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	No
Question 10: Do you have any comments on the overall format of the Code of Practice?:	Yes
Do you have any other suggestions?:	Yes, in its present form it is very hard to refer to the document. We believe each of the headings and paragraphs should be referenced so they can easily be referred to.
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	We would just like to record that in general we think the Code of Practice is a good common sense document and that by an large it is just pulling together what is already happening in the market
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Checked)

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name: Dr Rachel Bowen

Address: FSB Wales
1 Cleeve House
Lambourne
Crescent
Llanishen
CARDIFF

Postcode: CF14 5GP

Organisation (if applicable) Federation of Small Businesses Wales

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy?*

No X

Do you have any other suggestions?

We are largely content with section one, but would make the following two points:

- We suggest that the agent be required to provide a prospective landlord client with proof that they are licenced under the Housing (Wales) Act 2014. The landlord should not need to request such proof.
- With regard to viewings, a 'to the best of knowledge' clause should be applied in respect of potential 'misleading omissions'. Landlords/Agents may genuinely not be aware of some issues.

Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?

Yes X

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

No X

Do you have any other suggestions?

We are largely content with this section, but do not agree that the address of the landlord should be provided to tenants when they choose to use an agent to manage the property for them. It would not be appropriate in our view for tenants to have the contact details of the landlord, particularly where any legal disputes were subsequently entered into.

Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?

Yes X

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?

Yes X

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes X

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

No X

Do you have any other suggestions?

We are largely content with this section, though believe a clause should be added to state that tenants 'should not unreasonably prevent access to the property and should accommodate access to the landlord or agent as soon as practicable'.

Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?

Yes X

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

No X

Do you have any other suggestions?

We are largely content with this section; though believe that the period where a property should be inspected after it has been vacated should be increased to 48 hours, as there may be reasons why the next working day may not be practical.

Question 10: Do you have any comments on the overall format of the Code of Practice?

No X

Could the layout be improved?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

We have understood that where individual clauses have been identified as both 'L&A', that responsibility falls to the agent should a landlord instruct one. This should be clearly stated in the preamble to the Code of Conduct.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

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Postcode:	SE1 0HS
Organisation (if applicable)	Electrical Safety First

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

With regards to the "Supplementary Documentation" to be provided we want to see evidence of safe electrical supply and distribution, coupled with evidence of safe appliances within the property provided to the tenant. If under the Code of Practice the Welsh Government intends to provide advice to landlords that a "Five Year Electrical Safety check" is carried out – there appears to be currently no documentation listed to support this advice. **This statement does not seek to undermine our support for the key policy expectation on the Welsh Government to ensure that 5 yearly electrical safety checks into the Welsh PRS are made a legal requirement by the Renting Homes Bill which is currently progressing through the National Assembly for Wales.**

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**X**
No	

Do you have any other suggestions?

Installations (Property Conditions) - We agree that landlords must ensure that electrical supply is regularly checked, but there is nothing within this section as to who that person checking the electrical installations should be. We suggest tighter wording on this section to ensure that landlords understand the need to find an **electrician registered with one of the government-approved schemes to do any electrical installation work that they need.** Registered electricians work to the UK national safety standard (BS 7671) and will give a landlord a safety certificate to confirm that their work has been designed, inspected and tested in line with that standard. This safety certificate should be shared with the tenant. Landlords should be signposted to finding an electrician by searching the Registered Competent Person Electrical register at **www.electricalcompetentperson.co.uk** We believe the Welsh Government can do more to warn landlords and tenants on the risks of using unregistered electricians. **Our research has found that a quarter of UK adults do not use registered electricians and a third of people have hired an electrician based on a recommendation, without checking their credentials.** All of the scheme operators have a complaints procedure to investigate complaints about registered electricians who may not have kept to the national standard.

Visual Checks between tenancies or in between visits: - Landlords, or nominated letting agent acting on their behalf, must conduct a visual check of electrical installations when the tenancy occurs. This includes: - looking for broken accessories (sockets, light switches); signs of scorching around sockets; overheating of electrical equipment; and damaged or exposed cables. **This information should be included in the guidance.**

Part P: We are very pleased this is included in the document – however again this should include information on finding a competent person. We would suggest adding the following information as currently the information provided is too brief. i.e. "*All electrical installation work in a home, garden, conservatory or outbuilding must meet the Building Regulations. Apart from some types of minor work, all electrical work must either be reported to the local-authority building-control, or be carried out by an electrician who is registered with one of the Government-approved scheme providers"*

Appliances: The advice regarding appliances is too vague and the words "safe condition" is meaningless. Landlords should consider whether the appliance maybe of an age whereby it should be replaced (particularly if there have been used by multiple tenants); that the appliance is not subject to a recall notice; the appliance has adequate covering (no casings are missing); flexible wiring (i.e. irons) is in good condition and have a plug to BS1363. More information on what landlords can do and signposted to here: - http://www.electricalsafetyfirst.org.uk/mediafile/100114761/Landlords-Interim-Checklist-2014.pdf

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**X**
No	

Do you have any other suggestions?

As mentioned previously, and a well-known position which the Welsh Government is aware of, we believe 5 yearly electrical safety checks should be a mandatory requirement in Wales.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**X**
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**X**
No	

Could the layout be improved?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Paul Mason
Email:	p-mason@southwales-fire.gov.uk
Address:	South Wales Fire & Rescue Service Headquarters Forest View Business Park Llantrisant
Postcode:	CF72 8LX
Organisation (if applicable)	South Wales Fire & Rescue Service

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

Within the supplementary documentation identified in section 2 consideration as to the provision of a test data card for smoke and carbon monoxide detectors, which the landlord / agents confirms have been tested and working prior to a tenant taking

up residence within the said property. This test data card must also be signed by the tenant to take ownership of maintaining and testing the alarms at agreed timescales as directed by the manufacturer.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	✓
No	

Do you have any other suggestions?

It is disappointing that the requirement for smoke detection is not extended to all rented properties.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	✓
No	

Do you have any other suggestions?

Building Regulations require the provision of smoke alarms in all new dwellings but at present landlords are not legally required to install or maintain smoke alarms in their properties (apart from Landlords of HMOs). Working smoke alarms are known to be an effective life safety device, and analysis suggests that a person is at least four times more likely to die in a fire in the home if they do not have a working smoke alarm. Therefore, in addition to Carbon Monoxide detectors being provided we would highly recommend installation of smoke detectors in all properties, which comply with all relevant European and British Standards as well as Building Regulations where applicable.

It is proven that warning provided by smoke alarms have successfully alerted many occupants to early fires in their initial stages and as a result saved countless lives. The benefit of requirements to install and maintain smoke alarms in rented accommodation significantly outweighs any costs associated, as most responsible landlords already provide this equipment.

A ten year smoke alarm can be obtained for less than £10 and whilst it is acknowledged that hard wired detectors would need the services of an electrical engineer, costs are low when compared to the economic cost to the wider public purse of a dwelling fire, injury or death.

It may be suggested that the non-regulatory approach may not be successful in encouraging those landlords who cut corners, as they are likely to be less worried about doing the right thing and more concerned with maximising profits.

Therefore, consideration should also be given to making such installation of smoke and carbon monoxide detectors legislative in line with England, Scotland & Northern Ireland. This would also complement and dovetail in with the Housing Health and Safety Rating System (HHSRS), minimizing potential hazards and providing greater protection to the health and safety of occupants in dwellings.

In addition to the requirements already identified for carbon monoxide detectors (page 18) we would recommend:

- One functioning smoke alarm in the room which is frequently utilized by the occupants
- One functioning smoke alarm in every circulation space, such as hallways & landings
- Alarms to be linked where possible
- The number and position of alarms will depend on the size and layout of the dwelling, but there should be at least one alarm per floor.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	✓
No	

Do you have any other suggestions?

No

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

No

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	✓
No	

Could the layout be improved?

A greater reference and emphasis on the installation of working smoke detectors within rented properties would be beneficial for public safety.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

It should be explicit that landlords recognise and take responsibility for the duty of care they have for their tenants and to install such working smoke and carbon monoxide alarms. Thus, legislation would ensure landlords were legally bound to install working smoke & carbon monoxide alarms in all privately rented premises. This would provide for a safer private rented sector and ensure the safety of tenants through early warning of fire and carbon monoxide via such detectors at a very minimal cost to the landlord.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Michael Bird, BSc (Hons), FRICS, IRRV
Address:	Ty'n-y-Celyn Glanwydden Llandudno Junction
Postcode:	LL31 9JU
Organisation (if applicable)	Landlord in my own right, also work for a Landlord company

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	
No	**X**

Do you have any other suggestions?

Agents should be required to belon to an appropriate professional body that requires Continuing Professional Development (e.g. RICS).

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	
No	**X**

Do you have any other suggestions?

The HHSRS is far too complicated for practical use, is unworkable for this sort of thing, verging on the esoteric.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Recovering a property following abandonment should be made easier and less expensive. It would be perfectly possible to do this in a way that is fair to both sides.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	
No	**X**

Do you have any other suggestions?

- Should also list Direct Debit as an acceptable method of payment
- The HHSRS is far too complicated for practical use, is unworkable for this sort of thing, verging on the esoteric.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**X**
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	
No	**X**

Could the layout be improved?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

None I can think of!

Anonymous

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	
No	✓

Do you have any other suggestions?

1.Mention should be made of the different levels and type of management arrangements i.e. tenant finder, letting only, letting & rent collection and full management. This difference will affect how consumer right legislation affects the landlord and agents

2.Some of the Legislation list should be updated because of the introduction of the Consumer Right Act 2015 and reference to the Energy Act 2011 update to include the 2012 Regulations.

3.There is concern that there is some over simplification within the code of practice and further clarification or explanation is required. For example " business terms " needs to include legal liabilities and responsibilities and detail on how a contract agreements can be terminated. This details can be significantly different depending on the type of management agent involvement.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

1.Can this section be updated to reflect the proposal included in the Renting Homes bill in particular with reference to model rental contracts, as to enforce much of this relies on there being a written tenancy agreement.

2.In the list under "Agreeing the tenancy" additional information or explanation would be beneficial. For example tenancy terms should include the permitted number of occupants and explanation of what particular costs the tenant will be responsible for

3. The addition of a section relating to anti-social behaviour would also be beneficial having regard to the new powers in the Anti-social behaviour Crime & Policing 2014

4.With reference to the Tenancy Deposit Scheme Regulations why state the 'statutory timescale' when it would be clearer to simply state 30 days as is required in the regulations

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	
No	✓

Do you have any other suggestions?

1. Can the term ” must respond within a reasonable period of time.’’ be defined as would otherwise be difficult to enforced.
2. Further clarity is needed in the definition of terms “ in an *emergency.’* as detailed in best practice.
3. Property Condition section need further explanation and development and overlaps significantly with Best practice.
4. The first paragraph should be changed to “ with no unacceptable risk to health and safety of the occupant etc.” as not all risk can be removed.
5. Clarity is required in relation to this requirement to address hazards and how that might related to LHA enforcement under Part 1. As a statutory minimum should address any category 1 Hazards that present an imminent risk of serious harm to the health and safety of the occupant and comply with LHA enforcement notices under Part 1 of the Housing Act 2004 to address or remove significant hazards
6. Can the section relating to electrical installation be amended to allow for the provision of certification for the electrical installation including fire alarms systems.
7. Can any mention of the duties under the Gas Safety (Installation & Use) Regulation 1998 be included in this section.
8. Having regard to the changes being introduced in England can the provision of an appropriate form of smoke detection/alarms having regard to the LACORS guidance be a requirement.
9. The use of the terms “ prudence”, “ reasonable care or steps “ are somewhat ambiguous, so would be difficult to enforce.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	
No	✓

Do you have any other suggestions?

1. Can additional information be included on notice provisions, and should it cover tenant rights as well as landlord rights.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

1.Additional information should be included to promote good practice which should include summary of contract agreements and terms.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	
No	✓

Do you have any other suggestions?

1. There is duplication of what is specified in the statutory section of the Code of Practice. The best practice section should go above the statutory minimum.
2. Should the proposals in the Renting Homes Bill be considered in the drafting this section of the code of practice.
3. Consideration could be given to encourage the use of a tenant declaration of understanding which details the tenants responsibility. These are currently used as part of the Council's HMO licensing conditions.
4. Is the inclusion about " accommodating towards potential pets" appropriate or necessary for the code of practice.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	
No	✓

Do you have any other suggestions?

1. Again there is a significant overlap and duplication between this Best Practice section and statutory section.
2. As mentioned above the use of a tenant declaration of understanding could be encourage to clarify tenant responsibilities.
3. The section on introducing a tenant lacks detail in a number of areas for example no reference is made about fire alarm provision, recycling/food waste collection and Anti-social behaviour.
4. The use of the word endeavour is vague and could be seen as contradicting the statutory requirements
5. In the emergency/urgent repairs section the provision of temporary alternative heating or facilities or if necessary temporary accommodation should be included.
6. In the section that mentions block pipes or drains detail should be included to clarify that where the cause of any blockage is due to a defect or fault in the system the tenant would not be responsible.
7. As mentioned previously the section on the Housing Act 2004 Part 1 needs to be reconsidered as it is unclear what is the difference between statutory and best practice. Much of section on maintenance of heating appliances, facilities, amenities water supply, damp deficiencies and thermal insulation are minimum legal requirement enforced under HHSRS.
8. In terms of security should the best practice look to achieve the secure by design

standard.
9. Inclusion of recommended room sizes and the age of facilities/amenities (within the last 10 years) could be included in best practice.
10. Why include reference to a leaflet available from LIA in best practice.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	✓
No	

Do you have any other suggestions?

1. Details could be included on best practice for any rent increases

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

none

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	✓
No	

Could the layout be improved?

1.While overall the code of practice is welcome and the principle of keeping the details easy to understand in some areas this simplification may then affect LIA and LHA ability to take enforcement for non- compliance.

2.The code of practice would also benefit from having number paragraphs for ease of reference and a definition section

3. The layout could be improved by having statutory and best practice standard for each section together to allow direct comparison.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

Consultation on a Private Rented Sector Code of Practice

About Llamau

Llamau is a specialist in working with vulnerable young people and women and has been doing so for nearly 30 years. The people we work with are homeless, or at risk of homelessness and have multiple and complex needs including educational & financial deprivation and emotional wellbeing problems. Other challenges they face include substance misuse, learning difficulties, family relationship breakdown, domestic abuse and offending.

Llamau's expertise is engaging with the most vulnerable and hard to reach young people and women and providing the high intensity support that is needed to enable them to take control of their lives and make positive changes. Llamau's service users are, almost universally, socially excluded and existing on the peripheries of their communities. A significant percentage are homeless, all are at risk of homelessness in the future without support from Llamau now. Many of our service users have left school early (aged 13 or 14) and have few or no qualifications and significant gaps in their education.

Private Rented Sector Code of Practice

Llamau views the statutory requirements in the Private Rented Sector Code of Practice to be fair and reflective of the legislative approach in the Renting Homes (Wales) Bill, which is currently working its way through the National Assembly process.

The policy and legislative approach from Welsh Government clearly views the private rented sector as a key area within which homelessness can be tackled. While it would be difficult to make it a statutory requirement, it would be useful for best practice guidance to have a clear approach to how landlords and agents should act with a person who may have previously experienced homelessness. It would be common sense to assume if a landlord is given advice to follow on how to interact with someone who has had an insecure housing experience in the past then a current tenancy would be less likely to break down. This would make an individual's housing situation more secure and would reduce associated costs to local authorities when dealing with tenancy breakdown. There are a number of organisations, including Llamau, that provide Tenancy Rescue and Tenancy Support Services around Wales, and would be able to assist pro-active landlords when dealing with a tenancy that is becoming unstable. We suggest that clear links to the Supporting People Programme are made with clear guidance stating that vulnerable people who are housed in the private rented sector are given support under this funding.

The paragraph that refers to disadvantage on page 15 of the consultation.

"Landlords and agents should be considerate of circumstances when dealing with consumers who might be disadvantaged because of their age, infirmity, lack of knowledge, lack of linguistic ability, economic circumstances or bereavement (L & A)."

This should be expanded on, to explain how different elements of these circumstances could affect how the tenancy, and what could be done as best practice to ensure equality of access. In particular those that may have previously experienced homelessness should be referred to here, so that landlords and agents are able to explore what steps they could take in order to reduce disadvantage.

They should be aware that their actions (i.e., not responding in a timely fashion to a request for a repair) could cause a vulnerable person undue mental distress, which could jeopardise a tenancy for example, or

actions with deposits or mistakes with direct debits when taking rents could put someone in a precarious financial position.

We would also suggest that the provision on page 17 of the best practice:

"Tenants should never be evicted simply for making a reasonable repair or maintenance request. Responses to requests should take a reasonable approach, and be made in a timely manner (L & A)"

be moved to the appropriate section in "statutory requirements."

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Hannah Gousy (Senior Policy Officer)
Address:	66 Commercial Street, London.
Postcode:	E16LT
Organisation (if applicable)	Crisis

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Crisis, the national charity for homeless people, welcomes the opportunity to respond to the consultation on the private rented sector Code of Practice for landlords and letting agents. Overall we are very supportive of the Code and believe that the content will help improve professionalism and standards in the private rented sector. There are a number of additional points outlined below that we think could be added to help clarify particularly points for landlords and help prevent homelessness.

In addition to the information contained in this section, the Code should include the principles of the Consumer Rights Act (2015) which makes it a punishable offence for letting agencies not to clearly display their fees. The Code should also make clear the responsibility of local authorities to enforce this duty and the penalty (a fine of up to £5000) letting agencies can incur for failing to comply with

the new duty.

The Code should also make clear to letting agencies that they must not engage in 'bait advertising', by advertising properties that they have no reasonable grounds to believe that they might be able to actually offer. For example, letting agencies should not advertise that they have many properties available to rent for a low rent, if you only actually have a few of them. The Code should also make clear that letting agencies must not advertise properties at a specified price and then refuse to show the advertised item to consumers with the intention of promoting a different product (sometimes known as bait and switch).'

This section should also include the penalties a landlord or letting agent would receive if they failed to include a Standard Assessment Procedure and Energy Performance Certificate in any advertisements of a property. Listing penalties for failing to comply with a legal requirement should be included throughout the Code to act as a deterrent.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

This section should include the terms and conditions of taking a security deposit as outlined in the Housing Act 2004. In particular the Code should state that failure to comply with tenancy deposit legislation prevents landlords from evicting a tenant using a Section 21 notice and that the tenant would be eligible to make a claim to the landlords for a sum of up to three times to deposit taken.

With regards to the content of the tenancy agreement, it would be beneficial if it also stated the grounds on which a landlord is able to evict the tenant. It should also state that once the fixed term comes to an end that the landlord can evict a tenant on a no fault basis provided that they give a two month notice period. It should be made clear that the landlord can serve this notice at any time during the fixed period, but the tenant cannot be evicted using this notice until the last day of the fixed period. The tenancy should also state that at this point, if the tenant refuses to leave the property the landlord will need to apply to the county court for a possession order. Proposals outlined in the Renting Homes Bills would remove the need for a fixed term period at all. Depending on when the Code of Practice comes into effect, then it should be updated accordingly.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

This section should include further explanation for landlords on the Housing Health and Safety Rating System (HHSRS). The government's last survey of private landlords in 2010 found that only 15 per cent of landlords had heard of the HHSRS. More specifically there should be further detail on how environmental health officers determine the presence of Category 1 and 2 hazards and examples of what might constitute these would be helpful. As it currently stands, the existing guidance on the HHRSR that the Code links is not very user-friendly. This should be simplified for the purpose of the guide.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

This section should be much clearer in making the distinction between Section 21 and Section 8 eviction notices. In particularly, the code should make clear to landlords the correct way of serving these notices, and the mandatory and discretionary grounds for repossession. Recent research from the University of Oxford and University of Hull on housing possession cases found that cases involving private landlords take up a disproportionate amount of court time and resources. While other repossession cases tend to be block-listed, private landlords are given a specific slot so that the judge can devote more time to their cases in view of the greater incidence of misunderstandings of the legislation or procedural requirements. Clearer guidance on these procedures would make a significant difference in resolving these problems and freeing up court time.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

There is currently no legal requirement for letting agencies to have professional indemnity insurance and client money protection. As a financial protection for both tenants and landlords, the Code should recommend that landlords only instruct letting agents who have both these things.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**x**
No	

Do you have any other suggestions?

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**x**
No	

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**x**
No	

Could the layout be improved?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

The loss of a private rented accommodation is the second largest cause of homelessness in Wales, accounting for just over 1 in 5 cases. The Code should include more guidance to landlords and agents to help prevent homelessness. More specifically, private landlords should be encouraged to engage with local authorities at an early stage if they feel that a tenant is getting into difficulties with rent payments for example. Landlords should also be provided with other contact details for advice and support agencies just as Shelter Cymru and the Citizens Advice Bureau, who can help can also help advise tenants who are getting into difficulties.

Tai Pawb

Response to the Welsh Government consultation document on the Private Sector Code of Practice for Landlords and Agents

22/05/2015

For further information about this paper please contact:
Matt O'Grady
Equality and Diversity Officer
matthew@taipawb.org
02920537633

About Tai Pawb

Tai Pawb (housing for all) is a registered charity and a company limited by guarantee. The organisation's mission is, "To promote equality and social justice in housing in Wales". It operates a membership system which is open to local authorities, registered social landlords, third (voluntary) sector organisations, other housing interests and individuals.

Summary

Tai Pawb welcomes the opportunity to respond to the draft Code of Practice and wish to re-iterate our support for the principles of the Housing (Wales) Act and our wish to see an improved private rented sector with an increased capacity for housing diverse tenants.

However, there is a significant lack of guidance within the draft Code of Practice on equality and diversity considerations for private sector landlords and agents. Given the significant diversity of tenants within the sector, this is disappointing. It is likely to prevent landlords from being able to offer better services to a diverse range of tenants but most importantly comply with the law.

The first part of the draft Code of Practice deals with the statutory requirements of landlords and agents but makes no reference to the Equality Act 2010, which is an important piece of legislation that covers the functions of both landlords and agents. Given many of the functions listed in the Code would have impacts on those with protected characteristics it is important that information is available for landlords on how to comply with the Equality Act. This would help to prevent any form of discrimination from occurring.

This is particularly important as there are areas of letting a property where unlawful indirect discrimination may occur which will need to be considered by the Code, as well as requirements to make reasonable adjustments for disabled tenants.

The second part of the draft Code of Practice deals with best practice, but again makes little reference to equality and diversity. There are many actions that landlords could take as part of best practice that could help to improve the experiences of tenants with protected characteristics which are not contained within the draft Code.

When we have spoken to landlords they have told us that they struggle to find information on how to support tenants who have diverse needs. The Code of Practice is an opportunity for some of that information to be made available to them. However, in the current form this would appear to be a missed opportunity and we would urge the Welsh Government to add a specific section on working with diverse tenants to both sections of the draft Code of Practice.

In his evidence to the Communities, Equality and Local Government Committee on 6th February 2014, then Minister for Housing Carl Saregeant AM said in response to a question from Peter Black AM on training on equality and diversity that "it would be part, as it is currently, of the understanding of being a landlord or an agent who is delivering this".

If landlords and agents will require training on equality and diversity, then information on how to implement this training should also be available within the Code of Practice.

Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?

The list of legislation that agents must comply with does not contain the Equality Act 2010. This is an important piece of legislation that covers the functions of both landlords and agents and therefore should be listed. There have been cases where landlords have asked agents to undertake actions that would likely be discriminatory under the Equality Act (such as asking agents not to offer the property to anyone of a particular race[1]). Making it clear that an agent must comply with this Act (even if the landlord requests otherwise) will help prevent discrimination from occurring. This is especially important in the light of the possible implementation of the "Right to Rent" scheme, which will require landlords/agents to check the immigration status of prospective tenants. Tai Pawb and partners previously highlighted that the scheme is likely to lead to the type of discrimination described above.

This section also states that an agent must not engage in practice that causes or is likely to cause the 'average consumer' to take a different transactional decision. While 'average consumer' is the most appropriate legal term in the majority of lettings, there is the potential for any agent who works only to this standard to indirectly discriminate against some individuals, particularly those with learning disabilities.

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[1]BBC News, *London letting agents 'refuse black tenants'*, 14th October 2013 http://www.bbc.co.uk/news/uk-england-london-24372509

Where a potential tenant does not have the capacity to take transactional decisions to the same degree as an 'average consumer', agents will need to provide a reasonable adjustment. This will mean agents will need to tailor their commercial practice to ensure the tenant has the appropriate understanding to be enabled to take their decisions in a fair way.

The draft Code of Practice states that agents must give landlords written confirmation of their instructions. This information should be available in a format that is suitable for the landlord to prevent discrimination from occurring, if the landlord has an accessibility need. If for legal reasons written information has to be provided, it should also be provided in an alternative accessible format if requested.

Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?

The consultation states that prospective or existing tenants 'must not be treated less favourably than others because of their age, disability, gender, gender identity, race and nationality, religion or belief, sexual orientation or whether they have children or are pregnant'. This however will only cover the 'direct discrimination' element of the Equality Act 2010. Information should also be given in the draft Code of Practice on the other types of unlawful discrimination contained within the Act (such as indirect discrimination, harassment and victimisation) as well as further information on what each protected characteristics covers. It is also important to note that this paragraph does not apply only to this section of the Code, but covers all of the work that a landlord and agent will undertake (as well as the work an agent is doing for a landlord as well).

The Equality Act 2010 includes an exception that means it is not prohibited to discriminate on the grounds of age or marriage/civil partnership when 'disposing' of a property that should be noted.

We would suggest that this paragraph is moved into a specific section on equality and diversity that makes it clear what the legal requirements of a landlord and an agent are, who they apply to and what forms of discrimination are unlawful under the Equality Act. This will help make it clearer that the requirements of the Act extend to all of the work of the landlord and agent and not just the element of setting up a tenancy.

Another option would be to include a section on conduct, which looks at the way in which a landlord and agent should treat each other as well as their tenants. This could include information on respect, appropriate conduct and behaviour as well as on the Equality Act.

The draft code of conduct also highlights that potential tenants must be given the opportunity to read a draft or sample tenancy. It should be highlighted that this may be requested in an alternative format that the landlord or agent will need to give consideration to this request as part of a reasonable adjustment.

Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?

The draft code of practice states that the tenant must be given the landlord's name and address within 21 days of a written request. This could potentially indirectly discriminate against those who have limited English language literacy skills, including those with a learning disability or those unable to write due to a visual impairment. We would therefore suggest removing the word 'written' from this section to prevent discrimination.

The section on property condition should also highlight the duty of the landlord to provide reasonable adjustments to the property. Landlords have a duty to provide auxiliary aids and services as reasonable adjustments, however they do not have a duty to make physical adaptations (with the exception of

common parts, please see below) although this does not mean they cannot do so. Examples of auxiliary aids may include changing the doorbell to a flashing door-chime for a deaf tenant or adding large print signs (such as fire exit signs) in an HMO.

The draft code of practice should also note some of the exceptions to the requirement to make reasonable adjustments, such as where the property is shared with the landlord or their family member, or where the property has been the main home of the landlord and the property has been let without the use of an agent or management company.

There is also a requirement to make physical adaptations as a reasonable adjustment to 'common parts' of buildings that contain residential units, which include the structure and exterior of the building and the common facilities within or used in connection with the building. This could include doors, stairs and hallways in flat complexes for example.

The requirement to make these adaptations and adjustments under the Equality Act is an important statutory requirement for landlords to be aware of and should be included within the draft Code of Practice, as already stated, ideally within a section on Equality and Diversity.

While there is no statutory obligation to allow adaptations to be made to the property (apart from common parts), the Code of Practice should state that it would be best practice to take a positive approach to allowing reasonable adaptations to be made to the property to make it accessible for disabled people. This should include giving strong considerations to any adaptations suggested by social services departments. It would be best practice (however not a requirement) to only give refusal to such adaptations when they are unreasonable and provide information to the tenant in these circumstances as to the reason for refusal.

Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?

It would be useful for information on what a landlord needs to do to appropriately end a tenancy to be included within this, including the grounds for eviction. At present the draft Code of Practice just states that 'a tenant must not be evicted without a possession order and following due process'. The Code of Practice should list what this due process is, the steps that need to be followed and equality considerations that the landlord should be aware of.

Another statutory requirement that it will be important to be aware of will be discrimination arising from disability under the Equality Act. This means that if a landlord evicts a tenant due to a matter connected with their disability, they are likely to be acting in a discriminatory way, unless it is a proportionate means of achieving a legitimate aim (this concept should also be explained).

An example of this would be if a tenant was evicted for anti-social behaviour, but the ASB in question was related to a mental health problem. An example of this in practice can be seen in the case The Ralph and Irma Sperring Charity vs Tanner[2], where a landlord attempted to evict an individual with a mental health problem for failing to keep the garden in an appropriate state. The possession order was not granted as it was found not to be propionate to evict the tenant, because the landlord in this case had support available and the tenant showed significant improvement. Obviously proportionality will be considered differently for a small or "accidental" landlord with poor resources and capacity in comparison to larger landlords. There is a risk that without explaining the above concepts, illegal and retaliatory evictions may arise.

[2] Garden Court Chambers, *Recent Developments in Housing Law*, January 2013, http://www.gardencourtchambers.co.uk/wp-content/uploads/old_site/File/HousingJan13.pdf

The principles behind the Pre-action Protocol for Possession Claims based on rent arrears[3], while not a statutory requirement, are a useful guide to the approach the landlords (including private sector landlords) should follow in order to prevent discrimination arising from a disability arising. Using this process would also benefit the landlord as it may lead to a more sustainable tenancy being created rather than having to evict a tenant and find another, which would have associated costs.

Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?

We believe that there should be a need for landlords and agents to ensure that when they are advertising properties that they are noting accessibility barriers to a property in any advertising material. An example of this would be noting if a ground floor flat had step free access to the front door or not. This would enable disabled people to be able to more easily find properties that meet their needs.

A report by the Muscular Dystrophy Campaign's young campaign network 'Trailblazers' found that those they surveyed felt that estate agents and letting agents "lack the relevant knowledge and understanding of the accessibility of the properties they advertise to deliver a good service for disabled house-hunters"[4]. Seven out of ten people they surveyed had difficulty finding accommodation because estates agents had poor knowledge of adapted properties in their area and four out of ten had been to view properties they had been told were accessible which were not[5].

Ensuring this information has to be provided to prospective tenants will increase awareness of accessibility needs within the private rented sector and better enable tenants to find properties that meet their needs.

If the property is accessible, we also believe that contacting the local authority to see if they are willing to advertise the property as part of an accessible housing register (if available) should be considered best practice. Recent research by Shelter Cymru and Disability Wales noted that "a theme that arose during the research was that there is a chronic lack of adapted housing and the suggestion that closer working with private sector landlords might help to resolve this"[6]. Research by Leonard Cheshire shows that local authorities in the UK seemed to have no idea how much of their local private rented sector stock was accessible to disabled people[7].

Contacting an accessible housing register would help landlords to find prospective tenants, enable tenants who may not have considered the private rented sector find properties that meet their needs and make local authorities more aware of their local housing stock.

The Shelter Cymru and Disability Wales research found that "success of Accessible Housing Registers in the private rented sector depends heavily on support and advice for private landlords"[8]. Providing information that provides this advice within the Code of Practice will help overcome this barrier.

Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?

In the section on agreeing the tenancy, another area the landlord should inform the tenant of is their willingness for adaptations required to the property due to disability to be undertaken. This will enable potential tenants to take an informed choice over whether the property is suitable for them.

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[3] Ministry of Justice, *Pre-action Protocol for Possession Claims based on rent arrears* https://www.justice.gov.uk/courts/procedure-rules/civil/protocol/prot_rent

[4] Muscular Dystrophy Campaign Trailblazers, *Locked out: the trailblazers report into accessible housing*, July 2012

[5] Ibid.

[6] Shelter Cymru and Disability in Wales, *Accessible social housing in Wales: a review of systems for assessment, recording and matching*, Welsh Government, July 2013

[7] Leonard Cheshire, *No place like home: 5 million reasons to make housing disabled friendly*, November 2014

[8] Accessible social housing in Wales

The draft Code of Practice states that 'Landlords and agents should be considerate of circumstances when dealing with consumers who might be disadvantaged because of their age, infirmity, lack of knowledge, lack of linguistic ability, economic circumstances or bereavement'. The term 'infirmity' should not be used. This term could be considered offensive and disability and health problems should be used instead in its place.

This section should also reference the statutory requirements under the Equality Act 2010 as anything that 'disadvantages' someone on the basis of a protected characteristic could be considered unlawful direct or indirect discrimination. This section should also reference the need for reasonable adjustments as part of this process.

The section on pets should also reference that having a strict no pets policy may be indirect discrimination against a disabled person with an assistance dog and that there will need to be consideration of removing that policy as part of a reasonable adjustment.

The section on rental agreements should also reference providing rental agreements in accessible formats for those who require them.

Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?

The draft Code of Practice states that rent should ideally be collected by standing order. While this is not discriminatory in itself, the Code should also note that other methods of payment should be made available in order to not indirectly discriminate against those who may be financially excluded. For example, research has shown that disabled people and people in Bangladeshi and Pakistani households are particularly likely to lack a bank account[9]. Ensuring other alternative payment methods are accepted will prevent indirect discrimination occurring.

The best practice timescales for repairs should also take into account the specific needs of the tenant. For example, a tenant who has an adapted bathroom (and therefore cannot use a friends' or family members' bathroom) or particular hygiene needs may find it more difficult to wait three days for a repair to be fixed than other tenants. While there is a reference to 'normal circumstances' it should be made explicitly clear that the circumstances and needs of the tenant should also be considered as part of this. This is of particular importance given the draft Code of Practice gives repair timescales in 'working days'. This means that a tenant who needs a repair on a Friday evening may have to wait until Wednesday to get an urgent repair fixed.

It should also state that while there is no responsibility for landlords to provide maintenance to any adaptations made by the tenant due to a disability, it would be best practice to do so if reasonable.

Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?

Tai Pawb has no comment to make on this section.

Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?

This section should contain reference on ending tenancies in the event of tenants being unable to continue living at the property for reasons such as domestic abuse, hate crime or harassment.

[9] Equality and Human Rights Commission, *How Fair is Wales?,* March 2011

Research by Race Equality First has shown that experiencing hate crime can have a significant impact on an individual's housing situation. Their research found that 29% of victims of hate crime considered moving as a result, and 18% even considered moving out of Wales. One in seven hate crime victims had suicidal thoughts, as well as others who experienced feelings of anger, depression, and a reduction in confidence[10]. There can be specific problems within shared housing caused by a lack of privacy for LGBT tenants meaning they may end up being 'outed' in circumstances they feel uncomfortable in.

While the Renting Homes Bill does contain powers to evict a tenant for prohibited conduct, in some circumstances tenants may feel safer moving out.

The Code of Practice should contain guidance for landlords on taking a positive stance to enable those who need to move out in short timescales as a result of harassment or abuse to do so, such as in reducing the notice period required, to enable victims to feel safe and secure. However it should still be the case that the preferred course of action is to remove the perpetrator rather than the victim (should this be the victim's wish).

Question 10: Do you have any comments on the overall format of the Code of Practice?

We note that neither Shelter Cymru nor Citizens Advice support the current draft code and we agree with many elements that they are concerned about.

We agree with the concerns expressed by Shelter Cymru in their own consultation response about the split between best practice and statutory responsibilities being unhelpful as it will encourage landlords only to do what they have to do, as well as the things missing from the draft Code of Practice.

We also strongly share their concern that private sector tenants have not been involved in drawing up this document. We would also be interested in knowing whether any consultation was undertaken with groups representing those with protected characteristics as part of this drafting as this may have prevented some of the recommendations contained within our response from being necessary.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

Tai Pawb has no further comments to add.

[10] Race Equality First, *Dr Matthew Williams and Dr Jasmin Tregidga, All Wales Hate Crime Research Project Research Overview & Executive Summary*, September 2013

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Private Rented Sector
Housing Policy Division
Welsh Government
Rhydycar Business Park
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Dear Sir/madam,

RE: Codes of Practice Consultation on a Private Rented Sector Code of Practice for Landlords and Agents.

Please find enclosed our response to the consultation regarding the Code of Practice for Landlords and Agents. I would be pleased to make myself available to discuss our response in more detail, or to consider how we can support you to develop any revisions or additions.

Yours sincerely

Steve Clarke, MD
Welsh Tenants

1. Welsh Tenants support for the code of practice

1.1. We recognise that a code of practice should aim high but be achievable. As well as statutory provisions relating to what a landlord/agent 'must' do, it should also aim to drive up standards of professionalism given the gravity that providing a home has for its occupants, be they disabled, young, vulnerable or old.

1.2. The code as presented is a missed opportunity to ensure that the vision for private landlordism in Wales is conveyed both in deed and practice. Welsh Tenants are therefore **unable to support the Code of Practice as presented**.

1.3. The COP is very different to what we envisaged given the input that we have received from tenants and other stakeholders. The Code of Practice needs to be clear about **to whom it is directed and to what purpose**. It reads as a poorly

drafted manual, and for Welsh Tenants it does not convey the vision or the aspiration of private landlordism as drafted. The code in our view, needs to address the 'ethics' and 'practice' of the private landlord and letting agent sector in Wales. It does neither. But more important, it fails to inspire confidence in the PRS market as a renter.

1.4. On detailed elements there appears to be too much '*should'* where it needs to state '*must'*. If the document is intended to have reference to 'statute' then this needs to be clearly stated and referenced to what those obligations are.

1.5. What we have is a poorly written manual for how to be a landlord, not a clearly defined code of practice that improves the ethicacy and practice of the sector.

2. Language

2.1. Language should include where appropriate principles of Blooms taxonomy[11] to remove any doubt about what should be done. Sentences should relate to, knowledge, and comprehension of the landlord and use action verbs where appropriate such as *arrange, order, identify, locate, review, apply, produce*, show et cetera.

2.2. We would want the code to 'reflect accurately' the entitlements and the responsibilities of landlords and agents. There are missing obligations that we would want to see included. It does not for example discuss the professional development of people who work in the sector as employees of landlords or their conduct.

2.3. On the specifics, we would want to remove any ambiguity or doubt about what should be expected. Where it is a 'legislative compliance matter' it should state "must or "must rectify" and where it is 'desirable', it should say "landlords are encouraged" through best practice. Having the two elements listed separately is also confusing.

3. Structure Style, and substance

3.1. The draft Code needs to be restructured and rewritten to be much clearer and more easily navigable. In its current form we do not believe it is capable of supporting compliance, best practice or the vision for landlordism in Wales.

3.2. It does not discuss the Welsh Governments expectation's on customer service, courtesy, complaints and redress, the avoidance of court action or the mental health or vulnerability of clients, the outlawing of bad practice or the continual improvement of services and support. Neither does it provide an opportunity to sign post to areas where assistance could be sought relating to illegal subletting, overcrowding or overcoming problems for disabled tenants, mental health or discrimination.

3.3. Although it may be a matter of style, it is important that the document is presented as readable for the most inexperienced as well as experienced of landlords/agents. If the current emphasis is to be retained much could be done on the structure. We would prefer to have a structure that states statutory obligations, ethical matters, consequences of non-compliance and good practice relative to that section. Not separately listed.

3.4. For example (Access to Property, p17), we would have wished to see the structure as follows:

3.5.

Statutory provision ref:	*Narrative*: Only in extreme circumstances should access to the property be required once let. It is an offence to gain access to the property without the consent of the occupier(s). <<List reference to the statute>>

[11] http://www.fresnostate.edu/academics/oie/documents/assesments/Blooms%20Level.pdf

Ethics:	L and A must arrange reasonable access with the contract holder(s) with due consideration for their life circumstances and well-being.
Consequence:	Access to the property without consent may constitute trespass or harassment, and may result in your licence being revoked.
Good Practice:	1. Advise to have someone else present with the contract holder as a safeguard measure. 2. Clearly define when access must occur. 3. Negotiate reasonable arrangements for weekends or out of hours prior to signing the contract with the occupier. 4. Detail agreed access arrangements in the occupation contract.

3.6. Note: If the code is too '*prescriptive'* it may be vulnerable to constant amendment via developments in common law. This is something that may need to be considered.

3.7. As Ministers have the powers to issue 'affirmative measures' in many areas of both the Housing (Wales) Act 2014 and the Renting Homes (Wales) bill, this should be stated in the section. The code should also have reference to guidance issued by the Welsh Government,

3.8. It also needs to make clear what force the code of practice has either as a voluntary code or as a statutory provision / guidance, many people are confused about the enforceability of guidance. If the licensee has to comply with the code then this should be clearly stated. The removal of any ambiguity is important as failure could result in revocation of the licence.

3.9. In our view the effectiveness of the codes intent is also something that we need to consider. Not just its take up.

3.10. We have also suggested that an easy read '*charter'* be devised to accompany the code of practice for landlords/agents and for occupation contract holders. This should support the Code of Practice.

4. Distinctions between landlord and agent

4.1. It is confusing to have the code for both the landlord and a letting agent in the same document, the evolving roles are we believe separate and distinct as the letting agent has a duty to both occupier(s) and owner(s) as landlords. Quite often both can play one off against another. What we need on the codes is clarity between who is the responsible person. We need not create confusion between what is a code of practice for people who are the landlord and people who are the manager of properties and deal with the public. We would prefer to see a clear distinction between the two in the structure. One section on landlords one section on agents.

4.2. Welsh Tenants would also like to see the devolvement of a private rented sector charter that links to the code of practice for the sector so that tenants are clearly aware of what their obligations are and that of the landlord/agent.

5. Tenant engagement

5.1. We recognise that it is for government to set the standards of practice they would wish to see developed via the code of practice. We of course welcome the collaborative nature of the development of the document with providers. However, it is a missed opportunity not to have engaged tenants also. We would wish to see tenants also consulted and then to have brought the two approaches together to develop a document that is amenable to all. But more importantly encourages improvement by all.

5.2. Welsh Tenants have used the term 'good to know' which addresses an obstacle and how it was overcome using principles of co-production between providers and

customers. We are concerned there has been no tenant involvement (that we are aware) in the 'best practice' section or even how best practice is defined or evidenced.

5.3. We believe that if tenants were involved, the content and structure of the Code as drafted would have been very different. We would therefore support a more collaborative approach to drafting between stakeholders that would produce a more 'action centred' document that will be actively read to ensure continual development as a landlord / agent or contract holder.

6. Repairs and improvements

6.1. If we are to rely upon the private rented sector to provide accommodation for our citizens of every ability, age, character, and vulnerability and to provide significant subsidy through tax advantage, housing benefit subsidy and grants in order to grow the sector, then it is a legitimate aspiration to ensure that comprehensive repair, improvement and protections are included in any code of practice for the sector, and fro the welsh Government to provide leadership on those issues through the code.

6.2. There is, we believe a missed opportunity to better define what we should expect from repair and improvements standards as providers.

6.3. A Code should have force and intent – We do not believe that the document provides either. We believe the document should clearly indicate where there are penalties, what those penalties are, and how it would impact on the licensed landlord/agent.

7. Timescales

7.1. We would wish to see the inclusion of timescales where appropriate for response to complaints and or repair / improvements. Particularly where these are supplementary terms negotiated between contract holder and provider.

8. Enforcement

8.1. There is no section within the code on the enforcement of statutory provisions and believe that this also needs to be include in a Welsh Government section.

9. Information provision

9.1. As the advertising of contracts are covered by Advertising Standards Authority. We would wish to see provisions that make it clear of what should be provided and how. We would also wish to see more information regarding other languages and cultures.

10. Charges levied on the occupier

10.1. There is no mention of Unfair Terms in Consumer Contract regulations 99 where excessive charges may be considered a breach and should be included as a statutory requirement.

11. Seeking to terminate a contract

11.1. The current Code does not refer to evicting *'without a possession order and following due process'*. There is no mention of harassment or undue influence. The Code needs to make it clear that harassment and illegal eviction are criminal offences that carry a significant penalty.

12. Ethical gaps

12.1. The document is an opportunity to list the issues the Welsh Government would consider unethical and immoral (but not necessarily illegal). This would signal a clear intent of the Welsh Government to drive up standards through periodical revisions of

the code. A section should also be included about what the Welsh Government expects to happen as a result of the code.

13. Professional conduct of individuals acting on behalf of the landlord

13.1. As a principle, we would have expected the Welsh Government to have included a section on the appointment of people who act on behalf of a landlord or agent, to be of good character for example and perhaps a commitment to their competency development, support and improving knowledge skills and values in relation to landlordism or its sub functions.

14. Security of tenure

14.1. Given the opposition to reduced security, landlords and agents should be made aware that best practice is to offer tenancy lengths that meet the needs of the household, including offering longer fixed terms to tenants who have passed a probationary period and who want long-term security.

15. Double charging

15.1. We would have liked to have seen the issue of double charging addressed where occupiers surrender fixed term contracts early and the landlord or agent finds a replacement yet still charges for the full fixed term to maximise profit for itself.

15.2. We would have liked to have seen an expectation expressed by the Welsh Government that landlords and agents should not apply fixed terms as a blanket policy, in order to maximise renewal fees.

16. Rights to improvements

16.1. We know there is a significant issue where occupiers make improvements to their home and then are served a no fault default notice because the tenant refuses to pay excessive increases or the landlord now wants to pass on the improved property to their relatives. There is no mention of allowing tenants to improve the property and have the ability to reclaim costs for that approved improvement if they have to surrender the tenancy early, thus reclaiming a percentage of the investment they have made. There is no mention of the ethicacy of this practice and the encouragement of opportunities of occupiers to invest in improvements in a fair, transparent manner.

16.2. There is no mention of tenants using their welfare recipient status to apply for significant energy improvement grants and then be kicked out once the grant has been received. Or the welsh Government taking leadership and ethicacy of hiking rents as a consequence.

17. Disabled occupiers

17.1. There is no mention of landlords obligations to make reasonable adjustments for disabled tenants or to enable contract holders to make responsible adjustments through a right to make improvements (with permission)

17.2. Landlords should be asked to consider consenting to adaptations being made for occupiers who require them, and should be reminded of the benefits of setting up a longer-term tenancy in these circumstances.

18. Link between homeless prevention

18.1. There is no mention of the processes involved to assist with the prevention of homelessness for landlords. They still have to comply with pre-court action protocol as responsible landlords. We would wish to see this included to reduce access to the courts or presentations to local authorities.
18.2. We would encourage officials at the Welsh Government to engage with Homelessness policy team on the best practice elements of the Code relating to contract termination and section 73, 75 duties in Part 2 of the Housing (Wales) Act and seek to include both information provisions in order to ensure early intervention.

19. Mediation

19.1. Many landlords do not understand the steps they can take to avoid costly litigation. We would therefore wish to see the inclusion of mediation as a step to preventing disputes arising in the first instance.
19.2. We also wish to see an opportunity to improve standards within the code on how to deal with vulnerable tenants. The code should encourage signposting to potential sources of independent housing advice and tenancy sustainment support.

20. References used in the code

20.1. The How to Rent guide issued by the DCLG is a reasonably good guide. It does seems bizarre however, that we should refer to guides that are prepared for England (How to Rent[12]) that does not relate back to the situation that reflects the Housing (Wales) Act 2014 and the Renting Homes (Wales) Bill or the mechanisms for access to justice or support provisions in Wales.

21. Right to adequate Housing

21.1. Finally, Welsh Government within the UK, is a signatory to a number of conventions that seek to improve the standards and accessibility of housing. The Right to Adequate Housing[13] provides some important treaty obligations. There is significant read across to the legitimate expectations that we should practice as a modern wealthy state within the European Union.
21.2. The right to adequate housing places obligations on the member states among these are, protection against enforced eviction and arbitrary destruction and demolition of one's home, the right to free from arbitrary interference with one's home privacy and family, and the right to choose one's residence, to determine where to live, and to freedom of movement. The right to adequate housing contains entitlements such as security of tenure, housing, land and property restitution, equal and non-discriminatory access to housing and participation in housing related decision making at national and community levels. The right to adequate housing also clearly defines what these mean in terms of standards and security.
21.3. There are landlords and letting agents in Wales now larger than some of the registered social landlords. We would wish to see the Welsh Government enliven these treaty obligations through the code of practice to ensure that all people who rent can enjoy the standards expressed within the treaty.

[12] https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/358454/How_to_Rent-The_Checklist_for_Renting_in_England_FINAL_V5_Links_update_Sept_2014.pdf
[13] http://www.ohchr.org/Documents/Publications/FS21_rev_1_Housing_en.pdf

Anonymous

Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	No
Do you have any other suggestions?:	Regarding this obligation: When interacting with prospective and/or existing tenants they must not be treated less favourably than others because of their age, disability, gender, gender identity, race and nationality, religion or belief, sexual orientation or whether they have children or are pregnant. How can this be applied to young professional houseshare? For example, I may have a house of 2 females and 3 males sharing. If one of the female tenants moves out, the housemates may want to have another female move in to keep the house mixed. When people are sharing and letting someone else move into their own home, do they not have a right to decide who they want to live with? Most young professionals sharing are in their 20s and would not wish to live with someone significantly older who will not share their lifestyle. If a room is available in a houseshare which is licensed for 5 people it would be illegal to take a tenant who has a child as this would take the number of occupants over the license limit. How about a house with 4 Muslim females who want a 5th housemate to be female and Muslim? Perhaps you can start to see the sort of problems this obligation can cause I believe that the above obligation needs to be modified to take into account the unique situation of shared accommodation which does represent a very large part of the rental market.
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	No
Do you have any other suggestions?:	Why is this being required: Fire Risk Assessment, which is compliant with the Regulatory Reform (Fire Safety) Order 2005, if the letting has any common areas and is not a self contained single dwelling. This is not currently required for the majority of shared house HMOs which have been assessed and licenced. If the local authority has not required this, why is this code requiring it? Some clarification required: Current Energy Performance Certificate (EPC). What is deemed to be current? Is this within the last 5 years or any prior EPC provided that no major alterations have been made since the last EPC was performed?
Question 3: Do you agree with the content of	No

Section 3 - Statutory Requirements: Once a property is let to a tenant?:

Do you have any other suggestions?:

Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:

Do you have any other suggestions?:

Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:

Do you have any other suggestions?:

Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:

Do you have any other suggestions?:

Once again landlords are being required to provide a never ending mountain of information to tenants with the following: Tenants should be provided with a copy of the Welsh Government's Tenant Guide 'How to rent' at the beginning of their tenancy. Has anyone in the Welsh Government stopped to ask themselves just how much information HMO landlords especially are required to supply at the commencement of a tenancy? It is absurdly lengthy and has already reached preposterous proportions. Here is a list as it stands taking into consideration the new model contract soon to be mandatory: * Periodic Standard Model Contract - 26 pages and 9929 words * Key Matters - 2 pages and 176 words in the blank form not including words once completed and additional terms necessary which will probably require 2 further pages for most landlords. * Model Contract Summary – 2 pages 681 words * Notice of Requirements of Insurance Policy – made necessary by Term 3b and 70 of the standard model contract – my insurance policy is 40 pages long and contains 12,039 words (Landlord Premier Insurance from Total Landlord Insurance). * Tenancy Deposit Protection Notice – required under the tenancy deposit protection regulations – the Deposit Protection Service Custodial template prescribed information notice is 4 pages and 903 words blank so completed would be well over 1000 words. * Tenancy Deposit Protection Terms and Conditions – it is a requirement to supply with the deposit protection notice the full terms and conditions of the relevant authority. For example, The Deposit Protection Service Custodial T&Cs is an 11 page document with 10,962 words in the T&Cs and a further 6 pages listing revisions to the T&Cs. * Any explanatory leaflet published by the relevant tenancy deposit protection service – the Tenancy Deposit Protection Service's "A

	Tenant’s Guide Custodial System” is 3 pages and has 628 words * Guarantee deed – 1 or 2 pages 500 to 1000 words * Inventory – typically several pages long, often much longer depending on level of detail * Tenancy Application Form (typically 2 or more pages) detailing tenant current address, work, college details etc * Tenants Undertaking and Anti-Social Behaviour form required for tenants of all licenced HMOs – 3 pages and 949 words (from Cardiff Council). * Energy Performance Certificate – 4 pages typically about 1,700 words * Gas Safety Certificate – 1 page 300 to 400 words completed * Instructions for the Fire Alarm – including how to change a battery. The Aico User Instructions are 14 pages and contain 3,740 words * Information related to waste disposal - why should tenants be informed of this? Are they not adults capable of establishing this themselves? It should not be the lanlords resposibility to police the behaviour of tenants. This list is NOT exhaustive. It seems that the powers that be just can't stop thinking of ways of deforesting the planet with endless paperwork that tenants never bother to read anyway!
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	The repair time frames are unrealistic. Let's just take a common problem - boiler failure. First you need a to get a heating engineer to attend the property. In the winter when they are in strong demand this can take 24 to 48 hours. The engineer may then need to order a part. When they return to fit the part - possibly several days later it may not rectify the problem so they may order another part. If that fails, they may decide the boiler is beyond economic repair. With a bill approaching £2,000 for boiler replacement the landlord may then seek severla alternative quotes which may take several days to secure. Once a quote has been accepted it beacause of the time required to change a boiler - up to 2 days if converting from a system to a combi bolier - the landlord may need to wait up to 2 weeks beforwe the heating engineer has an available time slot. Despite the best efforts of a landlord a boiler failure can enbed up taking 4 to 6 weeks to rectify if repair attempts fail and a replacement boiler is required. I know from personal experience. To set an expactation of repair as within 3 working days or same day is absurdly unrealistic given the above scenario and any such expectation in a code of conduct will just lead to landlords feeling

	frustrated by unrealistic demands and tenants feeling that they are being let down. The Housing Health and Safety Rating System (HHSRS) is so overly complicated that no landlord has the training to be able to interprate it. I doubt whether most housing officers truly understand it. It really is an awful document designed by boffin statisticians at Warwick University and completely absurd in it's attempt to quantify by number very intangible concepts such as safety. Carbon monoxide alarms should be provided in all rooms where a gas, oil or solid fuel appliance is present. This is not currently a requirement. Does this apply to all gas cookers and hobs? Does this apply to a room where a boiler is fitted (typically a kitchen) even if the boiler gives off no fumes internally but externally via a flue?
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	
Do you have any other suggestions?:	
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	
Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	Personally I feel that since I have been a landlord - since 1999 - there has been an ever increasing legal, administrative and bureaucratic burden placed on landlords by various legislative and licensing requirements. It seems to me that the powers that be simply can't stop dreaming up ways of adding to this. As a landlord a huge amount of my time is taken up dealing with the bureaucracy and paperwork generated by all of this and to be frank I am absolutely fed up with more and more legislation and demands being placed on landlords. Ultimately the time taken to comply with all of the demands placed on landlords has a price attached to it and that price will ultimately be passed on to tenants. You can not expect agents or landlords to spend hours and hours of their time dealing with paperwork and having umpteen certificates to secure – be it legionnaire reports etc or whatever new health and safety fear the powers that be dream up – and to have this done for free. There is a huge cost attached to all of this and it ultimately drives up the cost of accommodation to the tenants. The real problem is not a lack of current legislation. The real problem is a complete lack of resources

	by local authorities to deal with a small number of bad landlords using the existing significant powers at their disposal.
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Checked)

Anonymous

Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	Yes
Do you have any other suggestions?:	INSIST ALL statutory requirements applicable to a PROPERTY are properly discharged--ie applicable and legal--DUTY on Landlord-
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	Consider the DUTY on local Authorities to LOG failings of CORP entity or Landlord to be LOGGED during a tenancy--A DUTY on TENANT and LANDLORD simultaneously.
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	Yes
Do you have any other suggestions?:	

Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	Yes
Do you have any other suggestions?:	
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	Yes
Do you have any other suggestions?:	
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	Yes
Do you have any other suggestions?:	BUT give the LOCAL AUTHORITY supervisory certification-
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	Yes
Do you have any other suggestions?:	
Question 10: Do you have any comments on the overall format of the Code of Practice?:	No
Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	HMO regulation under special licensing regimes --needs to be reflected in the RENEWAL process expressly--IE--LESSONS LEARNED/LA OBSERVATIONS and STUDENT/REP [Landlord] Bodies input -- mandatory at RENEWAL-
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Checked)

Dogs Trust Response – Consultation on a Private Rented Code of Practice for Landlords and Agents

May 2015

Introduction

Dogs Trust is the UK's largest dog welfare charity. We care for approximately 17,000 dogs per year through our nationwide network of 20 rehoming centres, including one in Bridgend. We welcome this consultation and are taking the opportunity to submit this response in order to make the Welsh Government aware of our existing Lets with Pets scheme, which helps owners who are struggling to find privately rented accommodation with their pets by encouraging landlords and letting agencies to adopt best practice in this area.

Our work in the private rented sector stems from our experience in supporting pet owners who feel they have been forced to give up their pets due to restricted pet policies. Anecdotally, restrictive pet policies in tenancy agreements are unfortunately often cited as reasons for handover across our nationwide network of rehoming centres. Between 1st January 2013 and 1st June 2014, 12% of the dogs handed into Dog Trust rehoming centres across the UK were as a direct result of housing problems. In Bridgend this stat for the same period was slightly higher at 13%.

There are well-documented physical, psychological and social benefits of pet ownership. Dog owners live longer and are less likely to visit their doctor. Owning a dog can also help alleviate loneliness and depression. For many, a dog is a reason to get up in the morning. Because they reduce the strains of modern living on our physical and psychological health, pets should clearly be welcomed. Welcoming pets can arguably increase productivity and reduce health service expenditure as well as generally improving the society in which we live.*

Lets with Pets

Almost half of all households in the UK own a pet, and the most recent figures published by the Pet Food Manufacturers' Association reveal that 33% of households in Wales own a dog. However, pet owners can take up to seven times longer to rent a home compared to non-pet owners, and one in three pet owners indicated in a Dogs Trust survey that they could not find a suitable property on the rental market that would accept their pet.

In attempts to assist these owners, Dogs Trust established Lets with Pets in 2009. Our aim is to show landlords and registered letting agencies (which must be a member of a property redress scheme and will, in turn for joining our scheme, receive free advertising on our Lets with Pets website) that accepting pets is straightforward and makes good business sense. Through this scheme, we offer free advice and resources to landlords and letting agencies to help them successfully rent their property to pet owners. We also promote a responsible pet ownership approach to tenants with pets and provide resources on areas such as finding a property with your pet through to moving with your pet.

Code of Practice

We are pleased to see that the Welsh Government's best practice guide for landlords and agents setting up a tenancy states (p.15) that:

> *"Landlords and agents are encouraged to be accommodating towards potential tenants with pets. Provision can be made within the tenancy agreement which will cover the possibility of any damage to the property, and/or any furniture which may be provided with the property, by any pets".*

Based on the high number of pet owners faced with renting through the PRS, and the existing inconsistency in how pet owners and their pets are managed in this sector, Dogs Trust would like to see the Code of Practice go one step further to ensure that those renting and managing pet friendly properties are doing so consistently, by enshrining the recommendations from our Lets with Pets Scheme. We would like to see the following recommendations become statutory requirements under the Code:

- Letting agencies should ask all their landlords on registration if they would consider tenants with pets.
- Landlords should check their freehold or lease agreements to ensure that they can accept pets.
- Advertised properties should clearly state 'Pets Considered' or 'Sorry, No Pets' (or words of a similar vein) to assist pet owners when they are carrying out property searches.
- Landlords and letting agencies should include a pet clause in their tenancy agreement. Dogs Trust recommends the following wording:

  "It is further agreed between the Landlord and Tenant that the Landlord grants permission for the Tenant to keep a pet {insert animal type and breed} named {insert animal name} ("The Pet") in The Property for the duration of the Tenancy. The Tenant agrees not to keep or permit to be kept on the Property any further pets or animals of any description without the previous consent in writing of the Landlord"

Dogs Trust would like the see the following recommendations enshrined under the Code as best practice:

- Landlords and letting agencies should ask the right questions about the pet – allowing pets does not mean that every pet must be accepted, just that each prospective case involving pets will be assessed fairly by landlords/letting agencies in relation to the property type and the owner's circumstances. It is a good idea to have a pet check list for prospective tenants which delves into the number of pets, their breeds, their size, their vaccination records, and their levels of training. Landlords and letting agencies should ask for a pet reference from the tenant's previous landlord.
- Landlords and letting agencies could also request a higher deposit (approximately two extra weeks, to be held in a recognised deposit protection scheme) from tenants with pets, and ask for the property to be professionally cleaned at the end of the tenancy.
- In addition to the basic requirement of ensuring a pet acceptance clause is included in the tenancy agreement, landlords and letting agencies should adopt ongoing best practice by asking tenants to sign up to a pet policy which sets out what is expected of them whilst living in the property with their pet.
- Landlords and letting agencies should ensure that pet friendly properties are appropriately managed where information is kept on record about their tenants' pets and regular property inspections are carried out.

- Lettings agencies should sign up to the Dogs Trust's Letting Agency Supporter scheme in order to receive free resources and advice around this area and to advertise pet friendly properties via their Find a Pet Friendly Property online search facility.

Conclusion

As noted above, Dogs Trust is greatly encouraged by the Welsh Government's commitment to the inclusion of pets in private rented properties in this Code of Practice for Landlords and Agents. However, we would like to see a more prescriptive pet policy outlined in the Code, and hopes that the recommendations of our Lets with Pets scheme can be enshrined in the official guidance to protect pets and their owners across Wales.

For further information or evidence in relation to our response please contact **Margaret Donnellan, Dogs Trust Public Affairs Manager,** on **020 7812 5266** or at **margaret.donnellan@dogstrust.org.uk.**

For more information on **Lets with Pets** or to download our resources for landlords and letting agencies, please visit **www.letswithpets.org.uk**.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

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Postcode: CF24 3RP

Organisation: Residential Landlords Association

Question 1: Do you agree with the content of Section 1 – *Statutory Requirements: Before a tenancy*?

No X

Do you have any other suggestions?

General

Section 40(1) of the Housing (Wales) Act 2014 states "The Welsh Ministers must issue a Code of Practice *setting standards relating to letting and managing rental properties*". A major problem with this section, like others in the code, is that it merely attempts to recite existing legislation: this cannot said to be "setting standards" as these matters are already obligatory in law. As we have argued in earlier submissions, the statutory requirement sections should be removed entirely from the code.

There is a general issue that arises throughout the Questions in relation to the Consumer Protection from Unfair Trading Regulations 2008 (CPRs). We deal with this in answer to Question 11 but need to raise it here as well because of the specific reference in Question 1 to CPRs. Some aspects of the draft Code are interpretations of the CPRs and are in effect borrowed from the Competition and Markets Authority (CMA) Guidance on this topic. This gives rise to issues relevant at this stage:-

· This legislation, i.e. CPRs, only applies to landlords who are traders. The exact boundaries between who is and who is not a trader in the context of the landlord and tenant relationship or the landlord and agent relationship has not yet been settled. Our view, which seems to gradually be gaining acceptance, is that only so called accidental landlords are to be treated as consumers and not traders. This has particular bearing on the landlord/agency relationship. Thus, if the draft Code seems to go beyond the scope of the definition of "consumer" applicable under EU legislation this would have to require the effect to require landlords to comply with the obligations not imposed on them by the general law as well as giving certain landlords protection vis a vis agents which does not exist under CPRs. Instead, BPRs apply to the landlord/agent relationship if landlord is a trader.

The CMA Guidance is predicated on all tenants being consumers and all landlords traders when dealing with the landlord/tenant relationship and all

landlords being consumers when dealing with agents. This is manifestly logically inconsistent.

· The draft Code, by incorporating what is essentially the view of the CMA, is only at the moment based on what is an opinion which has not been tested in the Courts. This is because the CPRs import high level requirements based on what is set out in the EU Directive. The CMA has then tried to apply this to the day to day dealings in the private rented sector. Thus, currently the draft Code's approach is, in effect, one of elevating an opinion into a standard or a rule because by embodying this opinion in the code it is potentially putting someone's livelihood at risk if there is non compliance.

As indicated in Section 11 we must therefore question the incorporation of the principles of the CPR into the Code. Rather, CPRs and CMA Guidance should sit alongside the Code but outside it. The Code should not extend the ambit of the CMA Guidance by converting it into binding standards.

Appointment of an Agent

As regards the first paragraph which is expressed in mandatory terms, i.e. must, CPRs are only applicable where the recipient of the services is the consumer and the provider a trader or in the case of the BPRs where the relationship is between two persons who are traders.

Three of the topics listed under the bullet points in this paragraph, namely the UTCCRs, SGSA and UCTA, will be subsumed into new legislation when this comes into force. References will then become obsolete. The 2013 Consumer Contracts Regulations only apply if a landlord is a consumer.

Likewise, as regards the third paragraph this only applies to an agent dealing with a tenant who is a consumer; likewise, where the landlord is a consumer.

In the case of the fourth paragraph if this section is to remain in whatever form, then there should be a recommendation for the agent to specify details of how and in what circumstances a landlord client can terminate a management or lettings agreement.

As regards to the terms of an engagement it is said that these terms must be fair. We are concerned at this sentence because it seems to import a general concept of "fairness". We have particular concerns regarding a similar provision later on. What this deceptively simple sentence is suggesting is that with all relationships between landlords and agents the terms of contract have to be "fair" whatever this means. We cannot for one moment believe that this is the intention of this provision since it appears to us that it is shorthand for saying that they must comply with the UTCCRs. If it goes beyond this then there will be a huge departure by importing some overarching concept of fairness. Surely this cannot be the intention. This raises important issues relating to freedom of contract. This provision should be re-drafted so that it is clear that it is shorthand for compliance with UTCRs where they apply.

The final paragraph on page 1 regarding signing the contract only applies if the landlord is a consumer.

Marketing and advertising

The second paragraph regarding agent's duties on checking consents imposes a significant burden on agents. It means that agents would be required to investigate title to ascertain joint ownership and identify those who are the lenders. Under the Property Misdescriptions Act, which the CPRs replaced, case law held that an agent was not require to check matters which were properly the role of a conveyancer. This provision therefore amounts to the imposition of a new legal requirement on agents. Likewise, it could involve checking leases to see what consents are required from the Superior Landlord/freeholder. At the very least it should be limited to the agent obtaining written confirmation from the landlord that any necessary consents had been obtained, without the agent having to carryout investigations of this kind. The Agent should only be obliged, in addition, to advise the landlord of requirements of

this kind to obtain requisite consents.
In relation to the fourth paragraph there needs to be a definition of what constitutes "material information".
We question the reference to the property particulars containing the alphabetical standard to be stated as the regulations themselves actually refer to the numerical rating 18 being specified.
In the last paragraph of this section there is reference to "transactional decision". At the very least this needs to be defined in the glossary but we would prefer that such technical term be omitted altogether.
Viewings
We very much question the idea that "any other aspects which may not be immediately apparent with an initial viewing" must be disclosed. This is very wide ranging and in our view goes beyond the CMA Guidance on this subject. It introduces a significant element of uncertainty and could give rise to any number of complaints by tenants as regards non disclosure and therefore breaches of the code. This very much emphasises our point about our preference for the CPRs to run alongside this Code of Practice; rather than being incorporated in it. After all, breach of the CPRs in this context would be a breach of the law of landlord and tenant and therefore could be separately actionable as regards the fit and proper person status of any landlord or tenant. The danger here, as we point out elsewhere, is that this can be seen to add to/go beyond the ambit of CPRs. In particular it applies CPR requirements to those who are not subject to them unnecessarily.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

No X

Do you have any other suggestions?

General
We refer you to the comments in response to question 1.
References and checks
The first paragraph goes beyond the scope of discrimination legislation. Age discrimination is permissible in the case of letting properties. In certain property types, such as property intended for retire,net purposes it is desirable and in some cases is a planning restriction. Likewise, there is no discrimination involved if one refuses to have children in the property. This paragraph needs to be recast accordingly.
As regards the second paragraph we consider a prospective tenant's consent must be obtained for carrying out a credit check at the very least. This is clearly required under Data Protection Legislation and is the subject of clear guidance from the Information Commissioner. It may not strictly be necessary always in the case of references in our view.
Agreeing the tenancy
This is an example where there is repetition. This appears both on page 7 and again on page 15. This would be eradicated in our view if the statutory requirements and best practice (although separately identified) were brought together under the same subject heading i.e. "Setting up a tenancy". – see our reply to Question 11
As regards holding deposits this ought to be a separate section in our view because it is something different to agreeing the tenancy. It is a preliminary step which precedes this particular stage.
Rental agreement

The final bullet point on page 7 regarding return of the deposit goes beyond the scope of what is required by tenancy deposit schemes. They do not make a requirement for this to be incorporated in the tenancy agreement because it is covered by scheme rules, in effect. Introducing concepts of "reasonableness" where there are clear provisions in the scheme rules is confusing. The seventh bullet point in relation to tenancy agreements fails to make it clear whether fees which can be charged during the course of the tenancy, e.g. for call outs or dishonoured cheques, are within the scope of this provision since it merely refers to "letting". The next bullet point would appear to incorporate statutory increases effected under the provisions of Sections 13 and 14 of the Housing Act 1988. Since this is a statutory provision we question the need for this to be referred to.
As regards signatures of tenancy agreements it refers to the agreement being signed by both parties. It is frequently the case that agents sign, especially agents for the landlord. This should be permissible in accordance with current practice.
Supplementary documentation
Whilst there is a legal obligation to complete a fire risk assessment for certain properties, this is not the case for all, the statement is misleading and needs clarity.
Deposits held for assured shorthold tenancy agreements
The statutory timescale should be specified, i.e. 30 days, and likewise in relation to the next paragraph regarding the prescribed information.
As regards deposits in the case of the second sentence, CMA suggest that there is a mandatory obligation to make these matters clear before a deposit is taken.
"Should" would appear to be inappropriate in the case of this sentence – see our general comments on appropriate terminology under Question 11.
As a general observation, it is also important to be platform neutral in a formal document. Under 'it must also include a clear description...', the reference 'satellite TV' should be replaced by 'pay TV services'.

Question 3: Do you agree with the content of Section 3 - *Statutory*

***Requirements: Once a property is let to a tenant*?**

No X

Do you have any other suggestions?

General
We refer you to the comments in response to question 1.
Introducing a tenant at the beginning of a tenancy
We would suggest that an explanation is given that if this information is not given to the water supplier then the landlord becomes jointly and severally liable for the debt.
Contact details
There is reference to contact being made with a person "licensed to deal with any problems". We have had extensive correspondence already with the Welsh Government on the issue of the definition of "lettings work" as it affects the person such as tradesmen. Whilst we appreciate the provisions regarding management work are more tightly defined, does this reference to a person licensed to deal with the work exclude contact direct with tradespersons. Often emergency services are set by landlord or agent up so as to allow direct contact with retained contractors who can effect repairs in emergencies. This wording needs to be looked at again, in our view.
We also note that Section 48 of the Landlord and Tenant Act 1987 indicates: '...shall by notice furnish the tenant with an address in England and Wales at which notices

(including notices in proceedings) may be served on him by the tenant...' The section of the Code should be modified accordingly to make it clear that an agent's address can be legally provided as the contact. This is important as agents that are given responsibility to manage will a property will be able to respond more quickly if contacted directly.

Property conditions

The second paragraph repeats/duplicates an equivalent provision under best practice and the two ought to be amalgamated into one. It needs to be made clear that HHSRS is a local authority enforcement tool and the legal obligation to comply results from the service of a local authority improvement or similar notice; not a general obligation imposed by law. We consider that the word "serious" ought to be omitted in front of "risk". By reason of category 2 hazards, HHSRS is not confined to so called serious risks. This part ought to read "a risk must be removed or mitigated".

In the case of the third paragraph we consider that the second sentence is erroneous. The liability under Section 11 of the Landlord and Tenant Act 1985 is that of the landlord; not that of the agent. We appreciate what this is trying to say namely that if day to day implementation/management is delegated to the agent then that must be returned to the landlord if the agent is unable to carry out this responsibility. Indeed, it needs to be made clear that if any kind of arrangement is included the responsibility is and remains that of the landlord contractually. We would suggest that the sentence should read "if an agent is responsible for carrying out the landlord's obligations then, in the event that the agent is unable to carry out these responsibilities for any reason, the landlord should be informed, including reasons why, so that the landlord can carry out these responsibilities for keeping the structure and exterior of the property in repair.

The fifth paragraph should read "The electrical wiring and installations…". In the seventh paragraph it should be stated as being that they must be in a safe condition at the outset of the tenancy as this is the requirement under the relevant regulations.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

No X

Do you have any other suggestions?

We refer you to the comments in response to question 1

In the second paragraph regarding provision of evidence we would question whether there is a legal obligation as such to provide evidence and would suggest "should" should replace "must" on the second occasion where this word appears. On the other hand in the fourth paragraph "must" should replace "should" as this is a contractual obligation which we would classify as a legal obligation.

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

No X

Do you have any other suggestions?

Pre-letting
This provision is of fundamental concern in regard to reference to "fair" in particular but also similar concerns could focus on the use of "reasonable" in this context. To us this seems a deceptively innocuous provision but inclusion of the word it could be of fundamental importance, as we have alluded to in an earlier question. For example, could it be argued that it would not be "fair" to refuse a tenancy to a tenant who received housing benefit, or could it be said to be "fair" to decline a tenancy to be used as a tenancy extension. This needs very careful consideration particularly bearing in mind the concepts of the freedom of a landlord to contract as he/she sees fit, subject only to specific legal obligations, e.g. in relation to discrimination. In our view, there is a considerable danger of a tenant trying to enforce this provision and we would argue for the exclusion of both the words "fair" and "reasonable". This goes well beyond what cold be said to be "setting standards" under Section 40.
In any event it ought to be made clear that this requirement does not impinge on freedom of contract. A landlord should be free to choose who his/her tenants will be and whether or not to grant an extension of a tenancy, for example. This should not be within the scope of this Code

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

No X

Do you have any other suggestions?

Agents should not be expected to give special consideration to prospective tenants that have a 'lack of knowledge' beyond the requirements of the CPRs; a prospective tenant should have a certain level consumer consciousness and amount of knowledge before putting themselves into a position to tenant a property. This provision flies in the face of the concept of the average consumer embodied in the CPRs. Furthermore, an agent or landlord should not be expected to make special considerations where they are not aware that a tenant is subject to something they consider to be a 'disadvantage'.
Reference and checks
We are concerned with the suggestion that there should be an obligation for a landlord to provide a reference. Generally speaking, a person is free to decide whether or not they will provide a reference. If such a provision is included in a Code of this kind then it would import an obligation on a landlord to give a reference. This, therefore, has implications especially around reference of potential liability, e.g. to the new landlord. This will give rise to the potential of claims by tenants against landlords not just for supposedly incorrect references but also for suggestions for loss of prospective new tenancies even though a reference is given. This is an issue which needs the most careful consideration. It would equate landlords and agents in the PRS to those such as employers in the financial services industry who are obliged to provide references. We doubt that this falls within the scope of setting standards relating to letting and management as provided for under Section 40.
Agreeing the tenancy
We made the point in answer to a previous question that holding deposits which preceded tenancies anyway should be dealt with as a separate paragraph and not included amongst the terms of the tenancy itself in the list.
The penultimate paragraph of this section contains a reference to "consumers". For

all practical purposes we would accept that this would extend to tenants generally.
As regards pets, this should be qualified as regards the requirements of any obligations to which the landlord himself/herself is subject e.g. under the lease of a flat as well as the nature of the premises, e.g. where there is no garden. Any provision in the tenancy ought to extend to a right for the landlord to require the removal of a pet for good reason.
Rental agreement
The word “principles” appears to be superfluous. What is hard to prove in the case of a smaller contract is its “terms”; not “evidence” which is how you go about proving the terms”.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

No X

Do you have any other suggestions?

Introducing tenants to the new home at the beginning of the tenancy
The RLA believes that the recommendation to establish a written complaints procedure should go one step further by requesting that the landlord/agent outline details of how and by whom a dispute should be solved when both parties cannot agree at first instance.
It is vital to reduce the likelihood of disputes from going to court, and for mechanisms to be available for both parties to access mediation services. In the longer-term, we believe that the Residential Property Tribunal could have its remit extended so it can hear certain cases that cover a wider range of circumstances. This would ensure that disputes are dealt with more quickly and less formally in a manner which doesn’t make the tenant-landlord relationship untenable. This issue has come to the fore during the progress of the Renting Homes Bill in the Assembly. A specimen complaints procedure is attached.
The requirement relating to utilities be qualified to make it clear that this applies unless it is the landlord’s responsibility to pay for utilities, i.e. there is an inclusive rent. Water notification requirements should be repeated.
In the third paragraph there should be reference to refuse recycling as well as refuse collection. The position of the mains electricity switch should also be referred to.
As regards the last paragraph of this section if there is some obligation to point out risks the Welsh Government should provide an appropriate leaflet for this purpose.
Collecting the rent
The second paragraph should be confined to cases where payment is made in cash.
Contact details
We are concerned at the reference to “always being contacted”. This is a very onerous burden for landlords especially small landlords who may self manage properties. We would therefore suggest the word “always” should be most certainly omitted.
As regards reporting repairs encouragement should be given to tenants to make written reports especially as email is readily available as a system of making reports. Grammatically this sentence does not read well.
Access to the property
We have concerns around the suggestion that access should only be requested at a time reasonable to the tenant. Just as important are considerations of what is reasonable to a contractor. Whilst we appreciate that it will not be reasonable

except in an emergency to seek access late in the evening this needs to be reworded in our view to make it clear that access should be made available during normal working hours. Frequently landlords experience situations where tenants make it difficult for them to obtain access for their own reasons and the proposed wording in this regard in the Code of Practice would aid and abet such tenants. What is reasonable to such tenants is very subjective. This should be replaced by something much looser such as “due consideration being given where possible to tenants’ and residents’ convenience”.

Property conditions

It is important that this aspect of the Code is carefully considered because it could inform a decision by a Court in particular circumstances as to what is reasonable when it comes down to the timescale for carrying out repairs.

Under the heading “Emergency Repairs” the words “at least” should precede the words “made safe” as an obligation because it is often unrealistic to carry out emergency repairs in the kind of timescale envisaged here. It may not be safe to do so, e.g. in high winds. We consider that the reference to the structure of the building should be omitted in the case of what is considered to be an emergency repair. If there is real danger to health etc it is covered by that limb. Otherwise it should be an urgent repair.

In the case of urgent repairs we believe that the period should be five working days instead of three. This is a more realistic timescale. In the case of windows and doors it should be made clear that this is confined to defects that impact adversely on the security of the property and that in the case of services adversely potentially affect the safety of the persons or property in order for them to be classified as urgent repairs. Likewise, in the case of heating and hot water it should be made clear that this should only extend to failures to provide the services; not minor inconveniences which are not adversely impacting on the provision of heating or hot water.

Under the heading “Other repairs” we are opposing the inclusion of the word “never”. It is well known that there can be recurrent or intermittent problems which despite the best efforts of everybody concerned cannot be fixed within the timescale proposed. Instead the words “not normally” should replace the word “never”.

Generally, you must realise that practicalities dictate timescale. If contractors or materials are not available these kinds of timescales are unachievable.

The pre-penultimate paragraph on page 17 should state simply “The Landlord or Agent should remind tenants…” to bring the wording into line with the “must/should” regime.

In the penultimate paragraph concerning retaliatory eviction in the first sentence the word “should” is not appropriate and under our proposal this should be replaced by “ought not to” or, at the least, “must” as this must contravene the requirement of professional diligence under CPR.

In the final paragraph on page 17 “should always” is setting the bar too high. This may not be practicable and would in practice be dictated by the contractor’s requirements. We would suggest that the words “wherever possible” replaces the word “always”.

On page 18 in the first full paragraph regarding HHSRS this needs to be amalgamated with the earlier paragraph on page 11 so that there is a single section dealing with guidance on HHSRS. The fourth sentence should read “landlords and their agents should identify those …” as this could be considered to be best practice. However emphatically this should not be a legal requirement because as we pointed out HHSRS is an enforceable tool; not a standard.

“Spread of harm” is a technical term and at the least an explanation should be given in a glossary or better still this should be omitted and replaced with wording such as

“increase the likely extent of the harm caused”.
The next paragraph regarding inspections should address what is an appropriate interval. Importantly, the frequency of inspections should be linked to a realistic assessment by the landlord/agent as to the required frequency. If on first inspection the property is found to be in good order then this would suggest less frequent inspections are needed than in a situation where the tenant has been found to have damaged the property or there are circumstances which dictate the need for more frequent inspections.
There should be separate formal procedure laid out for tenants to report any damage or requests for repairs. This would ensure that requests are communicated to the appropriate person, and that a detailed record is held of anything being reported.
After the ‘secure’ heading on p.18, the statement should be just limited to ‘unlawful intrusion’ and the word ‘unwanted’ removed. ‘Unwanted’ may bring about a very subjective interpretation, and could give the impression that a tenant has the authority to object to entry by someone that they simply don’t have the legal authority to *e.g.* stopping the boyfriend/girlfriend of another HMO tenant from entering the communal areas.
We are also concerned about the paragraph regarding warmth. In our experience some environmental health officers have particular opinions which they seek to enforce regarding gas being used as fuel instead of electricity. This is despite uncertainty about which will be cheaper in the long run. More and more electric installations are now significantly more efficient and they are safer as well as being much easier to maintain. We would therefore wish to see the addition of a provision that anything in this paragraph is not intended to suggest the particular type of fuel which should be provided for space heating so there is no required preference for gas over electricity.
We object to the suggestion that inspections for electrical installations should take place at five yearly intervals in the case of non HMO properties. This is too short a period unless specified by an electrician carrying out a test; otherwise ten years should be the norm. With modern wiring, and installation of MCBs or RCDs being prevalent five years is simply too short an interval. After all this is an expensive test and it is unnecessary unless specifically recommended because of the condition of a particular installation.
As regards the last paragraph on page 19 again we object to the necessity to fit extractor fans where an openable window is provided. Again, this is costly and may not always be practicable in any event.
The RLA is very concerned about the paragraphs relating to the prevention of condensation. The sentence ‘the property should be free from deficiencies which could lead to rising and penetrating damp’, suggests that a landlord/agent can foresee every situation that may lead to damp or condensation; this is completely unrealistic. The paragraph simply doesn’t demonstrate the legal responsibility that the tenant has to limit condensation, *e.g.* regularly ventilate the property and open windows.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

No X

Do you have any other suggestions?

Fees is an issue which is addressed under the CMA Guide to the CPRS. Therefore we are not sure that this is appropriate in this context for reasons explained elsewhere

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

No X

Do you have any other suggestions?

It would not always be possible for a landlord with multiple properties/agents to inspect a property within 24 hours of it being vacated. There should be relaxation for periods that are particularly busy for tenants vacating properties, *e.g.* June/July for those with student properties. Furthermore, it would be inappropriate for a tenant to attend a checkout: the person who undertakes the inspection needs to be free from any interference or interruption, in order to make the necessary judgements. When multiple tenants are vacating an HMO property on separate tenancies, there is also the issue of privacy, discussing one tenant's affairs in front of another. In the last paragraph the word "follow" should be substituted for the word "seek". It seems strange to suggest that on each occasion the landlords/agents have to seek guidance when in fact tenancy deposit schemes lay down general guide lines which are appropriate

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes X

Could the layout be improved?

In principle, the format of the document is fit for purpose but improvements could be made. Sometimes it may be appropriate for the landlord or agent to determine between themselves to whom the statement is applicable to in the circumstances. Cases where this option is appropriate should be identified. Our first concern is about the separation of "statutory requirements" on the one hand and "best practice" on the other into two separate parts. This was originally proposed when the RICS Code was drawn up but subsequently changed, rightly in our view. Matters should be dealt with by reference to subject headings, e.g. access or repairs, with separate sub-sections under each such heading dealing with statutory requirements and best practice separately. The reader needs to see these matters in the same place so that a complete picture is obtained: rather than having to switch from one part to another. The second part could be overlooked by the casual reader. Another advantage of putting matters relating to the same subject heading in one

place is that it avoids repetition. We have detected a number of instances in the drafting where matters are unnecessarily dealt with twice and could and should be brought together, e.g. in relation to HHSRS. This is just one example.
We indicate in answer to Question 11 that the format should also make it clear to whom any duty or responsibility is owed, whether it be both landlord and tenant, or one or other, owing it just to the tenant or the landlord; or whether it is a responsibility just owed by an agent to a landlord.
There needs to be a glossary/definitions section. There needs to be definitions of key words such as “must” and “should”, see reply to Question 11.
Some quite difficult terminology is included, e.g. references to “transactional decisions” which is a concept imported under the CPR. We do not think that its inclusion is necessary but if it were to be then, again, it should be included in a glossary.
Importantly, the Code needs to make it clear as to the different standing of the sections headed “Statutory requirements” and “Best practice” – see our reply to Question 11.
In our reply to Question 11 we raise a significant issue around the impact of the CPR and their treatment under the Code. As we explain there, whilst we prefer omission of what is in effect the CMA interpretation of CPRs if this is to be included we feel that matters which a landlord or agent needs to be observe in order to comply with CPR should be separately identified but since these are derived from CPR then it seems sensible to include them in the “Statutory requirements” section but with different wording.
We support strongly arrangement by subject matter, e.g. access for repairs etc and also the idea of a “journey” through the tenancy. These need clarity and will enable the relevant provisions to be traced more readily.
However, to assist identifying relevant provisions there are also, in our view, to be an index. At the very least there needs to be a contents page.
Each paragraph should then be numbered to aid identification and for reference purposes.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

We have attached a draft complaints procedure which could be supplied in the appendix of the code, for landlords to give to tenants.
The draft Code is broken down into two sections namely statutory requirements and best practice. It is, however, unclear as to what is the status of the “best practice” section. We have to bear in mind that non compliance with the Code can lead to the loss of a licence as compliance with the Code will be a licence condition. Therefore, will it be a breach of the Code, potentially leading to the loss of a licence, if a landlord or agent fails to comply with best practice. After all, Section 40 of the Act uses the word “standards” which suggest mandatory minimum requirements which, if they are not complied with, can lead to sanctions. This inter-relates with the issue surrounding compliance with matters which are derived from the Consumer Protection from Unfair Trading Practices Regulations (CPR), to which we refer in the next paragraph. The status of “best practice” is unclear and, in our view, this needs to be spelt out, although we consider it means what is says and does not seek to impose a legally binding obligation, so it cannot invoke loss of a licence.
We have already made general observations on the CPRs in answer to Question 1 but this is an underlying theme for every Section of the draft Code. As already

pointed out, the difficulty with CPRs is that they lay down “high level” principles; not detailed requirements as to the way in which landlords and agents in the PRS must operate. As with the CMA Guide to the Regulations, all one can say with safety is that if you do things in a certain way then it is most unlikely that they will be guilty of an offence or open to other enforcement action. As such, however, they are not direct legal obligations in the same way as, for example, there is a legal requirement to carry out an annual gas safety check on appliances belonging to the landlord installed in a rental property. The policy issue therefore is whether they should now be elevated to possessing such a legal status, not withstanding that in certain cases they will not otherwise be binding on a landlord who is not a trader (e.g. someone renting out their own home) or an agent dealing with landlords who should not be regarded as consumers. For this reason, we do not consider that they can be accurately classified as statutory requirements in a code which is currently split simply between statutory requirements and best practice. The issue is firstly whether they should appear in a code of practice at all as they already dealt with in the CMA Guidance which seeks to interpret and apply the CPRs and in turn the relevant EU Directive.

Leading on from the previous two paragraphs is the issue of the use of the expressions “must” and “should” which is in line with common practice in the case of codes of practice. The draft code fails to make it clear what “must” embraces. Clearly, on any account “must” will incorporate specific statutory obligations, derived either from Acts of Parliament, Acts of the Assembly, or statutory regulations. We have tended to take a much broader view that it not only incorporates statutory obligations of this kind but also common law rules, as well as contractual terms and the rules of redress or other similar schemes to which an agent must belong. Thus, contractual obligations arising under tenancy agreements, agency agreements or legally binding obligations to third parties, e.g. insurers or mortgage lenders would fall within the categorisation of “must” in our opinion. On the other hand, “should” is simply good practice but which does not attract any legal sanction or claim (e.g. for damages) in the event of non compliance.

If the Code is to incorporate matters which potentially derive their legal basis from the CPR we believe that these should be separately worded, since they are not as such specific obligations that have been determined by the Courts or spelt out in specific regulations. In some cases, specific statutory requirements actually replicate CPR obligations but this is very much the exception rather than the rule. An example of where they do would be in relation to threatening retaliatory eviction which is clearly an aggressive practice. This is not always so clear cut. In the light of this, we would therefore propose that in addition to the usual “must” and “should” dichotomy there should be a third category of “need to” or “ought not “ for negative provisions. In other words, based on CMA Guidance if the Code is, this would be what a landlord or agent “needs to do” (or ought not to do) in order to escape the possibility of action for non compliance with the CPR. We are happy to identify those provisions of the draft Code which we consider should fall within this categorisation if this suggestion were to be adopted.

In one way, this may sound as legal pedantry but it is not. The reason for this is that a code of practice such as this undoubtedly carries great weight under EU jurisprudence when it comes to determining whether there has been a breach of the CPR. This is particularly true of the general obligation under CPR to exercise “professional diligence”. A code of practice of this kind is taken as demonstrating what are considered generally to be the requisite standards of professional diligence. This could extend to matters of “best practice” but it should not do so, in our view, i.e. those classified as “should”. Overall, they do not, however, fall within the same categorisation as “must”; hence the need for them to be differentiated, in our view.

As a statutory code, reinforced with the possibility of the loss of livelihood because of the loss of a licence, it is important, in our opinion, that there be precision and clarity around the legal status of the various different proposed provisions of the Code. At the moment many of the provisions classified as “statutory responsibilities” duties are owed to tenants by both landlords and agents, whereas some are owed to landlords who are consumers by agents. These need to be differentiated.

This gives rise to a related policy issue as to whether this code is an appropriate vehicle for imposing duties on agents vis a vis landlords. Section 40 deals with the letting and management of properties; not necessarily governing contractual relationship between a landlord and an agent.

There are a number of potentially costly measures which are referred to, e.g. carrying out five yearly electrical checks or installing extractor fans. It is important therefore that an impact assessment be carried out. We can provide costings as appropriate. Furthermore, importantly, we strongly contend that by virtue of Section 40 there is no power to use this Code to require improvements to be carried out to a property. In other words there is no lawful authority under the legislation to stipulate in the Code of Practice that facilities or amenities should be provided or works, e.g. items of improvement, should be carried out in a property. Section 40 merely refers to “management”. Based on a normal interpretation of this word, as well as the decision of the First Tier Tribunal in the case of Brown and Others v Hyndburn Borough Council, management does not extend to improvement. Management is about dealing with the state of affairs in a property as it is; not changing it. The First Tier Tribunal decision is under appeal and obviously what we say is subject to the outcome of this appeal which is due to be heard by the Upper Tribunal on the 2nd September 2015. During the course of the Bill through the Assembly the then Minister accepted this point.

Throughout the code there is a continual reference to providing supplementary written material, presumably this means printed material. The RLA believes that a landlord/agent should have the option to provide all material digitally if they choose to do so; if one followed the code rigidly, then it would be easy to envisage a situation whereby 120-150 pages needed to be printed for each new tenancy. This would not only cost the agent/landlord unnecessary expenditure, but also be a substantial environmental concern.

Longer-term fixed tenancies are currently are the agenda, but we consider it to be appropriate for the Code of Practice to be silent on this issue. We would be opposed to any suggestion that often a long term tenancy in appropriate cases should be regarded as “best practice”. A landlord should not be under any obligation in our view compulsorily to offer tenancies of any particular length by virtue of any provision of the Code of Practice.

In conclusion, there are a number of points of principle and law which need to be resolved in our view before the draft proceeds further.

David Morgan
RICS Policy Manager in Wales

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Dear Sir,

Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Thank you for the opportunity to respond to the consultation

RICS Wales is the principal body representing professionals employed in the land, property and construction sector and represents some 4000 members divided into 17 professional groups. As part of our Royal Charter we have a commitment to provide advice to the Government of the day and in doing so we have an obligation to bear in mind the public interest as well as the interest of our members

In response to the Consultation we would like to make the following replies:

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Not agreed. Appointment of an Agent. We feel Agents be considered automatically licensed if they are members of a suitable professional body approved by the Welsh Government such as the RICS.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?
Not agreed.

Rental Agreement
The Code implies that a written agreement must be provided when in law a verbal agreement is binding. This section should be adjusted to reflect legal "musts" and remove best practice "shoulds".

The Code says that the agreement must be signed and dated by both parties. This needs clarification. We would therefore propose the following wording:
"The two copies of the agreement should either be signed by both parties or one copy should be signed by each party and the copy signed by the landlord given to the tenant and vice versa. Following the signing of the agreement the agreement should be formally completed by either the landlord or his agent dating each copy of the agreement. The agreements should not be dated by both parties".

Both parties dating the agreement should be avoided as this is not accepted legal practice for the completion of legal documents.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Not agreed.

Collecting Rent
We agree that the tenant should be given the name and address of the landlord but if this is supplied in the tenancy agreement then we believe that it need not be supplied on the rent demands.

Para 3 states that the tenant must be given details of how to make contact with a ***person licensed to deal with any problems*** in an emergency. We suggest this is not really practical and we would propose instead the following wording:

"The Landlord or his agent should provide the tenant with the contact details of who he or she should contact in the event of an emergency outside normal office hours"
This would allow the landlord to provide the tenant with the names of a plumber or electrician for instance who they could ring in an emergency. It is unfair to suggest that a landlord or his agent can be available to deal with emergencies 24 hours a day and the tenant should have an alternative point of contact.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Agreed

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Agreed

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Agreed as far as is reasonable under current law.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

No.

Contact Details
The word "…always…" in the first line of this section should be deleted. It is impractical to expect the landlord or his agent to "…always…" be contactable particularly outside normal office hours. See related comments under question 3 above.

If complaints are to be made against a landlord's agents then we would have no objection to the tenant asking to see the agents written complaint procedure as all members of the RICS are obliged to have one. We suggest therefore that tenants would have a right to ask to be supplied with the

landlord or his agents written compliant procedure and that the procedure would have to comply with the rules for such procedures laid out by the RICS or possibly other professional bodies.

Property Conditions
We believe that this section although well intentioned is impractical in that it fails to recognise that repairs can only be carried out by suitably qualified contractors and they may not always be available within the time scales outlined in the draft code. With this in mind we would propose that the code purely states that:

"Repair requests should be responded to within a reasonable timeframe. In normal circumstances this would be as follows:
Emergency/urgent repairs - these should be dealt with or made safe as soon as practically possible after the landlord and or his agent is notified. If possible contractors should be instructed on the day of notification.
Other repairs - these should be dealt with in a reasonable timeframe and this will be dependent on the nature and seriousness of the repairs required"

On page 18 the draft code states that a property should be heated and kept warm to a suitable degree via a system of fixed and controllable space heating. Whereas as a general rule this is not unreasonable it may not take sufficient account of the small number of properties often in rural areas that have no fixed space heating other than open fires and an appliance the kitchen. These properties are almost always let at lower rents and the people who rent them are happy to reside in such a property. We would therefore suggest that a paragraph is added to this section to read:

"It is understood however that some tenants may wish to rent properties without fixed space heating and these principles should not prevent tenants renting such properties as long as they are made fully aware by the landlord in advance that the property does not have a central heating system".

On page 18 it is suggested the "landlords and agents should ensure the safety of solid fuel and oil heating installations and carry out appropriate routine maintenance". This we agree with. It should be a must and go in section 1. We would question however that the sweeping of chimneys should be a landlord's responsibility as historically this has always been a tenants responsibility. Landlords should ensure safety on annual basis

On page 19 it suggests that a property should be free from deficiencies which could lead to rising and penetrating damp. Whereas we would agree with this as a general we feel it must take better account of the large number of traditional, sometimes listed and often rural properties that were not designed or built to have damp proof course and will always have a degree of rising damp coming up through for instance stone flagged floors etc. We would suggest therefore that the wording of this section is amended to read as follows:

"The property should where possible be free from deficiencies which could lead to rising and penetrating damp except with regard to rising damp where there are constraints due to its listed status or its traditional design …"

On Page 19 Paragraphs 3 & 4 We believe that the standards should only be that they are appropriate and satisfactory, not “reasonably modern”. Modernity is not a pre-requisite of functionality or even desireability.

On Page 19 Paragraph 6 we believe the standard should be to ensure the property is adequately insulated and efforts made to improve energy efficiency where viable and cost effective. It will be prohibitively and unviably expensive to raise the energy efficiency of the bulk of the housing stock to current building regulation standards, which themselves are changing/increasing periodically.

This would require periodic revisiting of insulation to period properties on an increasingly undesirable and non-viable basis.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Agreed

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

No

In para 5 it suggests that it should be the landlords responsibility to inform the local authority and utility companies of a change in occupation. We would suggest that this should equitably be a tenants responsibility and the wording should therefore be amended to read as follows:

"The landlord should remind the tenant prior to the end of the tenancy that it is their responsibility to notify the local authority and utility companies of any change in or discontinuance of their occupation"

Question 10: Do you have any comments on the overall format of the Code of Practice?

We believe the current two sections of statutory requirements and best practice should be amalgamated into one section.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

On Page 20 Paragraph 2 this section should be included in the statutory requirements section

On Page 5 Paragraph 4 the requirement on agent should be a “should” not a “must”

On page 8 Landlords do not have to provide a fire risk assessment and the Inventory assessment should be a “should”

On Page 10 Access should be at a time that is reasonable for both parties

On Page 11 paragraph 2 High value needs to be defined

On Page 17 Access to the property should be at a reasonable time for both parties
Page 16 paragraph 5 conflicts with page 8 paragraph 2

Page 15 Tenants should be provided with a Tenancy guide prior to signing the agreement

Page 15 The agreeing the Tenancy section is a duplication that should be removed

Page 21 Requirement to duly record actions is unduly onerous. The requirement should only be to act responsibly in relation to their obligations

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	MOGINIE JAMES ESTATE AGENTS
Address:	108 BUTE STREET CARDIFF BAY CARDIFF
Postcode:	CF10 5AD
Organisation (if applicable)	MOGINIE JAMES LETTING AND ESTATE AGENTS

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

THE CODE STATES THAT A LANDLORD MUST ENSURE THE LETTING AGENT APPOINTED IS LICENCED, BUT WE WOULD LIKE TO SEE THE CODE STIPULATE THAT TENANTS MUST ALSO ALWAYS ENSURE THE AGENT THEY USE IS LICENCED.

FEES NEED TO BE SHOWN INCLUSIVE OF VAT – EG IF A FEE IS £75 THIS NEEDS TO BE SHOWN AS £75 PLUS VAT = £90.

AS AGENTS, WE ALWAYS ASK TO SEE COPIES OF LEASES, AND CONSENTS ETC BUT THIS INFORMATION IS NOT ALWAYS PROVIDED BY THE LANDLORD SO WE WOULD NOT WANT TO SEE AGENTS PENALISED IF WE ARE ADVISED CONSENT TO LET IS IN PLACE, IF IT LATER TRANSPIRES NOT TO BE THE CASE

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

THE CODE STATES THAT A TENANT MUST BE PROVIDED WITH CLEAR INFORMATION ON COSTS, AMONGST OTHER THINGS- WE WOULD LIKE TO SEE IT MADE A MANDATORY REQUIREMENT THAT TENANTS SIGN A GUIDE TO TENANTS – THIS DOCUMENT WILL OUTLINE ALL FEES AND COSTS AND WILL ALSO EXPLAIN THE VARYING CIRCUMSTANCE IN WHICH SUCH FEES AND COSTS BECOME PAYABLE.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	**X**
No	

Do you have any other suggestions?

WE HAVE CONCERNS OVER WHETHER AGENTS AND LANDLORDS WILL HAVE THE NECESSARY SKILL AND EXPERTISE TO BE ABLE TO ACCURATELY RECOGNISE HHSRS's AND ALSO TO DETERMINE WHAT CATEGORY THESE HAZARDS FALL INTO.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

NO

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

WE WOULD LIKE TO SEE A SUGGESTION HERE THAT NEW TERMS OF BUSINESS ARE SIGNED BETWEEN LANDLORD AND AGENT EVERY TIME A PROPERTY IS RE LET, AND NOT JUST WHEN IT IS ADVERTISED FOR RENT THE FIRST TIME

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

NO

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	**X**
No	

Do you have any other suggestions?

WE CANNOT ALWAYS ADVISE TENANTS OURSELVES WITH INSTRUCTIONS ON HOW TO WORK HEATING SYSTEMS ETC. WE OFTEN FIND THAT MANY OF OUR LANDLORDS DO NOT KNOW EITHER , HAVING NEVER LIVED AT THE RENTED PROPERTY THEMSELVES

WE HAVE CONCERNS ABOUT STATING THAT REPAIRS WILL BE DEALT WITH WITHIN THREE WORKING DAYS OF THE LANDLORD OR AGENT BEING NOTIFIED- THIS IS SOMEWHAT UNREALISTIC AS THERE ARE TIMES WHEN A PART MAY BE REQUIRED FOR EXAMPLE, MAKING A THREE DAY TURNAROUND UNREALISTIC TO ACHIEVE..

WITH REGARDS TO MAKING IT CLEAR WHO WILL BE ATTENDING A RENTAL PROPERTY – THERE ARE OCCASIONS WHEN MID TERM VISITS ARE ARRANGED FOR EXAMPLE, BUT THE PROPERTY MAINTENANCE MANAGER DOES NOT ALWAYS KNOW UNTIL THE ACTUAL DAY OF THE VISIT, WHICH STAFF MEMBER IS FREE TO CARRY OUT THE APPOINTMENT SO WE WOULD PREFER THIS SECTION TO STATE THAT A REPRESENTATIVE OF THE AGENCY WILL ATTEND A PROPERTY AND WILL CARRY IDENTIFICATION WITH THEM.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	**X**
No	

Do you have any other suggestions?

ONLY THE COMMENT ABOVE REGARDING FEES NEEDING TO SHOW CALCULATION INCLUDING THE VAT

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	**X**
No	

Do you have any other suggestions?

NO

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**X**
No	

Could the layout be improved?

IT IS VERY EASY TO READ AND USER FRIENDLY. OUR CONCERN IS THAT SOME TENANTS MIGHT TRY TO INSIST THAT THE BEST PRACTICE GUIDELINES ARE ACTUALLY STATUTORY REQUIREMENTS. THE TWO SECTIONS ARE NOT DISTINCT ENOUGH

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

IS HAVING A CODE OF PRACTICE PLUS ADDITIONAL GUIDELINES MAKING THINGS OVERLY COMPLICATED? WILL THIS DISCOURAGE LANDLORDS FROM ENTERING INTO THE PRS – WE ALREADY HAVE LANDLORDS MOANING ABOUT TOO MUCH RED TAPE.

WE WHOLEHEARTEDLY AGREE WITH HAVING CLEAR GUIDELINES AND A CODE OF PRACTICE – BUT AS LICENCED MEMBERS OF ARLA, WE ALREADY ADHERE TO A VERY STRINGENT CODE OF PRACTICE AND HAVE CLIENTS MONEY PROTECTION AND A REDRESS SCHEME IN PLACE – BUT WE WONDER WHETHER ENFORCEMENT WILL ENSUE FOR THOSE WHO DO NOT COMPLY?

WHY NOT SIMPLY RE INSTATE THE REQUIREMENT INTO THE LEGISLATION THAT ALL LETTING AGENTS MUST JOIN ONE OF THE PROFESSIONAL RECOGNISED BODIES SUCH AS ARLA, RICS, NALS, NAEA ETC?

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	Karen Anthony
Address:	Ty Cymru Presteigne Enterprise Park Presteigne Powys LD8 2UF
Postcode:	LD8 2UF
Organisation (if applicable)	Country Land and Business Association

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	
No	**x**

Do you have any other suggestions?

Energy Efficiency (Private Rented Property)(England and Wales)Regulations 2015 should be added

Agents should not have to be licensed if they are members of suitable professional bodies such as RICS, ARLA, CAAV

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	
No	**X**

Do you have any other suggestions?

The two copies of the agreement should either be signed by both parties or one copy should be signed by each party and the copy signed by the landlord given to the tenant and vice versa. The agreement must be signed by both parties and dated.

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	
No	**x**

Do you have any other suggestions?

Paragraph 2 states that the tenant must be given the landlords name and address within 21 days of a request. Delete this section and state instead that the landlords name and address should be provided in the tenancy agreement.

Paragraph 3 states that the tenant must be given details of how to make contact with a person licensed to deal with problems in an emergency. Replace this with:

"The Landlord or his agent should provide the tenant with the contact details of who he or she should contact in the event of an emergency outside of office hours"

In the second paragraph we think it should be made clear that the Landlord will not be liable for not carrying out repairs if the tenant did not allow access for these to be undertaken.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	**x**
No	

Do you have any other suggestions?

Coverage in section 1 is sufficient

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes	
No	**x**

Do you have any other suggestions?

Coverage in section 2 is sufficient

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes	
No	**x**

Do you have any other suggestions?

Coverage in section 3 is sufficient

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes	
No	**x**

Do you have any other suggestions?

We feel that only statutory requirements should be outlined at this stage.

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes	
No	**x**

Do you have any other suggestions?

Coverage in section 4 is sufficient

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes	**x**
No	

Could the layout be improved?

Only statutory requirements should be included.
A separate “Best Practice” document could be released at a later date so as to lessen the potential for confusion. ***At present, your Best Practice section is excessive and impracticable.***

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

You should make it clear that this guidance refers to ASTs.

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Name:	On behalf of the Wales Heads of Environmental Health Group Private Sector Housing Expert Panel Gaynor Toft: Panel member Louise Davies: Secretary
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Address:	Cyngor Sir Ceredigion County Council Lifestyle Services, Penmorfa, Aberaeron, Ceredigion
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Organisation (if applicable)	Wales Heads of Environmental Health Group Private Sector Housing Expert Panel

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes	
No	✓

Do you have any other suggestions?

This section and possibly as an introduction to the document would benefit from definitions for landlord (distinguishing between a managing landlord, non-managing landlord and letting agent).

Under **Appointment of an Agent**: The list of legislation needs to be updated to reflect legislative changes, namely the Supply of Goods and Services Act 1982, Unfair Terms in Consumer Contracts Regulations 1999 and Unfair Contract Terms Act 1977 have been repealed and consolidated into a new piece of legislation - the

Consumer Rights Act 2015 of which the principles remain broadly the same.

It is not clear why consumer protection legislation has been listed at the beginning of Section 1 Before a Tenancy, but this is not followed up with other legislation included in the document.

We welcome within this section and throughout the document the recognition that there is a cross over between consumer protection and housing law. However, there is a risk in presenting the Code of Practice as a 'user-friendly and easy to understand' document (ref the overview) that this will lead to an over-simplification of the legislative requirements especially related to consumer protection law. When applying this legislation there needs to be clarity between 'trader/business' and 'consumer' within the definitions contained within the Consumer Rights Act 2015. As these terms relate to a landlord, he/she may be a trader when they are dealing with tenants i.e. if they are a managing landlord, or a consumer if they are in contract with a letting agent.

Within this section where it states 'An agent must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision.' It is considered that this over simplifies the definition of 'average consumer' within the CPR, and there would be merit in referring and signposting more explicitly to the Competitions Markets Authority document Guidance for Letting Professionals 2014.

Similarly, other terms in this section need to defined/clarified as there is an over simplification and cross over here again between how these terms would apply to a landlord as a consumer or trader. These include:

- 'The landlord should be given *sufficient time* to read and understand the agreement before signing',
- 'The terms must be *fair and must be written in plain and intelligible language*;' and
- If a landlord signs a contract with the agent present at: their home; or at another location away from the agent's premises;

With regard to the terms of engagement both parties should sign and date the document before the agent carries out its duties. Any subsequent changes to the terms of engagement must be confirmed in writing and signed by both parties.

Furthermore, the agent should make every reasonable effort to confirm a landlord's identity before accepting instructions. If the landlord operates as a business, the agent should identify and confirm who within the business has the authority to act on its behalf.

With regard to fees the agent should state all fees inclusive of tax (I would refer you to the ASA ruling relating to the publication of fees).

Although covered in sections 3 + 7, both agents and landlords should be assured of the property conditions prior to letting. An assurance of property conditions should be stipulated as part of Section 1 (Before a tenancy)

Under **Marketing and Advertising**: Again in the following paragraphs

- ' All statements made about a property, whether oral, pictorial or written, must be correct and not misleading. Requested information must be provided in a clear and

timely manner and must not omit or hide material information.' – this uses CPRs language though applying requirements to both Landlords and Agents, whilst treating Landlords earlier as consumers. Again mixing status of landlords - lumping all landlords together is not accurate.

- 'Property particulars and any advertisements must include the alphabetical Standard Assessment Procedure (SAP) rating from the Energy Performance Certificate.' – this should be referenced to the legislation Energy Performance of Buildings Act 2012 Regulations

To sum up in this section, it is advised that further advice is obtained from the Consumer Markets Authority in relation to the definitions included in this section together with danger of over-simplifying definitions and interpretations of the relevant legislation. Further reference/signposting is needed to the recently published CMA Guidance for Letting Professionals.

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

The overall content of this section is welcomed as it includes many clarifying points by which tenants and incidental landlords in particular would benefit from. There is opportunity in this section to include reference to the impending Renting Homes Act, as well as examples of other best practice used such as model rental contracts.

Under **References and checks** – should there be mention of the Immigration Act 2014 including the checks landlords will have to do in this section? This is a new requirement that is currently being piloted in England, but indications is that this will be applied more widely if the pilot is successful.

Under the section on **Agreeing the tenancy**, some of the terms used could be expressed more clearly. E.g. 'costs' tenants liable for- does this mean the utilities; 'methods of payment' does this mean to pay the rent or bond or fees; the 'procedure to follow' is ambiguous. Permitted number of occupants needs to also be added to the list.

The paragraph stating 'If any terms are negotiated between the parties prior to the tenancy being agreed (such as new furniture which will be provided prior to occupation) these must be written into the rental agreement,.' is positive and this approach is welcomed.

Should there be inclusion in this section of new ASB requirements? It is suggested that there needs to be confirmation as to the significance of the Anti-Social Behaviour Crime and Policing Act 2014 and inclusion in the Code of Conduct whereby potentially the declarations of understanding and contents of tenancies/ licence conditions may be extended to include reference to the contents of the 2014 Act. There may be a requirement on landlords to ensure that tenants are aware at the commencement of the tenancy that ASB by the tenant, people living with them, or their visitors could result in the loss of their home under the new grounds for

possession, Section 98(2) of the ASBCPA 2014, and may also be appropriate additions to licence conditions.

Under **Deposits held for AST agreements**: Again, the following terms 'the *prescribed information* regarding the tenancy deposit protection scheme' (page 8) needs to be defined with reference to the Tenancy Deposit Scheme Regulations, and also why state the 'statutory timescale' when it would be clearer to simply state 30 days as is required in the regulations.

An item should be added to require the provision of written receipt for the deposit to the tenant. This basic requirement is not always adhered to and helps to enable tenants to prove payment should deposits not be protected appropriately.

It is argued that this section should include information on pre-tenancy property conditions that references the requirement to be aware of

- The local authority involvement,
- Landlord adherence to required property standards **prior** to it being let. Guidance documents are used by local authorities that provide advice on statutory and ideal/best standards for such standards. (attached as an Appendix as an example)

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes	✓
No	

Do you have any other suggestions?

There is a lot of detail in this section related to misleading information, yet little on the use of aggressive practices. Therefore this section needs to start with a general caveat/requirement stating that no undue influence or aggressive practices should be used, and that there is an expectation that the landlord/agent should act lawfully and reasonably – further information on this is included in the CMA guidance for Letting Professionals.

Under **Contact details**: it states that 'The contact person must respond within a reasonable period of time.' - if this is a statutory requirement how will 'respond in a reasonable time' be defined and how would this be enforced in practice? It is not clear where this requirement comes from or its purpose.

Again further clarity is needed in the definition of terms: 'Tenants must also be given details of how to make contact with *a person licensed to deal with any problems within their property in an emergency.'* A definition would be clearer on who you mean as a person licensed to deal with any problems, as well as what is an emergency. This latter term is defined in the later section on Best Practice, therefore why is it not included under the statutory guidance?

Furthermore, tenants should be able to obtain home or overseas contact details for landlords to enable contact with the landlord to address issues such as the level of service provided by the agent. Simply providing the agent's address makes it very difficult for the tenant to address quality of service issues when dealing with the

agent.

Under **Property Conditions**: this part of the section needs to be more clearly explained/written as there is a significant cross over with the Best Practice section, and the list of paragraphs/sentences is unstructured and thus confusing reading.

It is suggested that the first paragraph should be changed to '..with no unacceptable risk to health and safety of the occupant etc' as not all risk can be removed.

There is concern that the requirements relating to Hazards is not expressed clearly enough. For example what is meant by 'must be rectified' and how would this be determined, given we have regard to nature of occupation in determining enforcement action?

The section could perhaps be amended to include "You must ensure a safe and healthy environment for the tenants and act upon demands for improvements by the local housing authority under the Housing Health and Safety Rating System (HHSRS)."

Clarity is required in relation to the requirement to address hazards and how that might relate to the LHA enforcement under the Housing Act 2004 Part 1. Perhaps mention 'consult your local authority, private rented section (Housing Enforcement) if in doubt as to the presence of Cat 1/high Cat 2 hazards. Provide a list of published LA numbers in an annex? Consideration should be given to whether a statutory minimum to be to address any category 1 hazards that present an imminent risk of serious harm to the health and safety of the occupant and comply with LHA enforcement notices under Part 1 to address or remove significant hazards.

Need to mention duties under the Gas Safety (Installation and Use) Regulations 1998.

Furthermore, there is an imbalance in information provided e.g. why include 3 paragraphs related to electrics, and nothing on fire safety? Having regard to changes being introduced in England can provision of an appropriate form of smoke detection/alarms having regard to LACORS guidance be included.

Consideration should given to rewording the sentence 'All electrical appliances provided must be in a safe condition' to: 'Landlord/ agent should keep electrical appliances and furniture made available by him in the property in a safe condition. For electrical appliances this will require inspection / Portable Appliance Testing in accordance with the table of testing regimes. For furniture this will require the landlord/agent to ensure that all furniture in the house, provided as part of the tenancy complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

Additional/alternative possible terms for inclusion could include:

- Landlord/ agent should ensure a current and satisfactory electrical safety test and inspection certificate (or Automatic Fire Detection and Emergency Lighting if applicable) for each electrical installation within the property, including any landlords supply. Such certificates shall be submitted from contractors registered with the NICEIC or ECA or under Part P of the Competent Persons Scheme under the Building Regulations.
- The landlord/ agent must act lawfully and reasonably in all such tenancy related

matters to include for the Protection from Eviction Act 1977.

- The landlord/ agent must not unreasonably cause or permit the gas/electricity/water supplies that are used by the occupiers of the house to be interrupted.
- The agreement should give the tenants clear guidance on the rights to use of common parts, including shared facilities, for instance Gardens/ yards, Parking Spaces, Garages and so on.

The term 'Prudence is required in the selections of persons….' is an unusual phraseology to use and consideration should be given to rewording this sentence as well as the following where it states '*Reasonable steps* should be taken to ensure contractors have….' Again how will reasonable steps be determined and any statutory action taken when such an ambiguous term is used? Is it suggested as this is in the statutory requirement section of the Code of Practice that a licence could be withdrawn because a landlord did not take steps to make sure a contractor had insurance? Would this be better placed within a Best Practice section?

In the final paragraph of this section there is no mention of selective licensing.

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes	
No	✓

Do you have any other suggestions?

It is suggested that the information included in this section is limited with scope to extend. Should additional information be included on notice provisions, and should it cover tenant rights as well as landlord rights?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes	✓
No	

Do you have any other suggestions?

Within the **Pre-letting** section is states 'The landlord and / or agent should conduct all tenancy-related matters and deal with tenants in a professional, fair, reasonable and diligent manner.' This is an actual statutory standard contained within the Consumer Protection Regulations (regulation 3) which states that all traders must act with professional diligence, therefore consideration should be given to including this in the statutory requirements section.

If this is to be best practice, reference should be made in this section about the use of best practice tools such as a 'Tenancy Key fact Sheet' that includes a summary of the contract/rental agreement includes, including overall costs, monthly deposits, dates due etc. . As such information/best practices are constantly evolving there should be a signposting to where such information is held on the Rent Smart Wales website, which should then hold all best practice guides, other guidance documents, standard contracts and so on.

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes ☐
No ☑

Do you have any other suggestions?

There are statements within this Section that arguably should be a statutory requirement.

For example within the **Agreeing the tenancy** section, many of these are duplicated in the statutory section, and surely if the aim of the Landlord licensing scheme is to improve standards of rentals, such terms should be mandatory?

This is repeated in 'Tenants should have the opportunity to have a copy of the agreement for consideration prior to signing it. A request by a tenant for this should not be denied.' Is this covered already within the statutory requirements section?

Under the **Rental agreement** section, the paragraph on 'It is a matter of best practice to provide written agreements. Oral only agreements, in the eyes of the law, still offer the same protection principles as written agreements, but the evidence of an oral contract can be harder to prove.' This needs to be rewritten to ensure that the statement complies with consumer protection law. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (ICACs) require copies of contract in specific circumstances. It is a potential misleading omission if landlord attempts to rely on terms which are not clear or adequately brought to attention of tenant.

Mention of Anti-Social Behaviour is needed – within a tenancy agreement and within this section so tenants are contractually obliged and landlords are CoP signatories to management of ASB.

Arguably there are phrases/words within the best practice that we question should even be included within the Best Practice section e.g. 'accommodating towards potential pets', 'rent by standing order is ideal', 'never wait more than 30 days for a repair', 'prudent to remind tenants about light-bulbs'.

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes ☐
No ☑

Do you have any other suggestions?

It is considered that a significant proportion of this section should be included as statutory requirement since it would be enforceable as licence conditions. Unless there is a clear delineation between statutory and best practice the document becomes confusing for both tenant/agent and local authorities/Licensing Authority who will refer to the CoP in policing compliance with the legislation/licensing requirements.

Within the section '**Introducing a tenant…'** there needs to be inclusion of additional information related to fire safety provisions (see previous example of wording) and antisocial behaviour (particularly because of the new requirements included in the ASB, Crime and Policing Act 2014).

An example of information would include:
'Provide tenants with clear understanding and instructions with regards to;

- explanation is given to each tenant at the beginning of their occupancy regarding all fire precautions and facilities provided in the house. This should include, but is not limited to, understanding the alarm, the importance of fire doors and protecting the escape route, keeping the escape route free of obstructions and the use of fire-fighting equipment.
- ensure that all tenants are fully aware of their responsibilities to ensure that all waste, recycling, food waste and refuse generated at the property including local waste collection arrangements.
- take all reasonable and practicable steps to prevent or reduce anti-social behaviour by persons occupying or visiting the house.'

The paragraph under **'Contact details'** 'There should be a written complaint procedure which is given to tenants at the commencement of the tenancy….,' would be a mandatory requirement if the ICACs regulations apply.

Again there is inclusion of vague terms such as 'landlord should endeavour to always be contactable by tenants'. Furthermore, does this not contradict the information included in the statutory requirements?

Within **'Property Conditions'** - it is queried where the timescales indicated for emergency, urgent and other repairs has been drawn from as they differ what is currently included within the Landlord Accreditation Wales Code of Conduct. Why is this the case?

It is questioned whether the paragraph on 'Tenants should never be evicted simply for making a reasonable repair or maintenance request. Responses to requests should take a reasonable approach, and be made in a timely manner' is in fact a statutory standard within the Protection from Eviction Act and would be deemed a CPR aggressive practice?

Similarly it may be argued that this section is unclear in several places on what is statutory/best practice e.g. maintenance requirements for heating, provision of kitchen facilities, toilet and bathing facilities, piped supplies of hot and cold water. Surely the HHSRS Part 1 Housing Act 2014 apply in these circumstances?
Finally, with regard to smoke detectors and carbon monoxide detectors (where a gas or solid fuel appliance is present) these should be provided in all properties. This should be a statutory requirement not best practice.

A full-fixed wiring test EICR should be carried out every five years. Again this should be a statutory requirement not best practice – to confirm that the supply is safe.

Finally, the statement regarding the structural thermal insulation of the property is unclear – perhaps better to mention the standards as they apply to the EPC rating of the property, and the need to improve thermal efficiency in order to improve EPC and SAP ratings.

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes ☑
No ☐

Do you have any other suggestions?

Tenants should be made aware that it is not a mandatory requirement to obtain/sign a new tenancy agreement as 'tenants rights' remain in place regardless. A 'new' tenancy simply extends the period to secure occupancy – unless other contractual changes have been made. This also allows agents to apply additional 'admin' fees.

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

With regard to section 9, ending a tenancy: It is believed that the following wording should be added "You should inform a client landlord, promptly and in writing, of the receipt of a lawful notice from a tenant."

With regard to the final inspection this timeframe is too short. It could perhaps be amended to 3 working days.

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes ☑
No ☐

Could the layout be improved?

a. The overview attempts to distinguish between statutory requirements and best practice, when in reality within the document and in the interpretation of

legislation there are circumstances where it is not possible to draw definitive lines between these. The overview states that only statutory legal requirements are relevant to the licence and the best practice are not. This leads us to question what the point of the code of practice is, if it only covers matters that are otherwise in statute. Surely some "aspirational" content was the whole purpose of the code of practice, and this should set a level of practice that is both acceptable and goes beyond this into best practice, prescribed information, reasonable period of time?

b. The document would benefit from referencing and defining terms used in the document as they relate to the legislation from which they have been taken e.g. 'average consumer', terms must be 'fair' and must be 'written in plain and intelligible language' (see page 5).

c. Linked with b above, a list of legislation and other guidance should be referenced as a footnote/endnote for each section. It is not clear why consumer protection legislation has been listed at the beginning of section 1 Before a Tenancy, but this is not followed up with other legislation.

d. The document would benefit from numbered paragraphs so that it is easier for the reader to navigate and reference. Consideration should also be given to combining some sections: e.g. Could Sections 1 (Before a tenancy) and 2 (Setting up a tenancy) be combined into one. Furthermore this section needs to include reference to required property standards as a pre-requisite of renting as opposed to this just being covered in the section 3 on 'Once a property is let to a tenant.'

e. If the Code of Practice once re-drafted is to include statutory and best practice combined in one document, it will be worth considering whether for each section the statutory should be directly followed by the best practice guidance as this will then make it easier to use as a guide.

f. Throughout the Best Practice section, there is content that should be included within statutory requirements.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here:

With regard to section 2, setting up a tenancy we feel that a risk assessment for the control of legionella bacteria must be carried out and all recommendations should be adhered to.

The code practice makes no reference to Insurance; perhaps the code could be amended to include "The insurance obligations of the parties should be set out in the tenancy agreement. The tenant should be made aware of their responsibilities and the scope and imitations in respect of any insurance held by the landlord in respect of the property."

Contact numbers and local authority names change periodically. However, we would like to see a direct link between the CoP and access to LA services. This would rule-out the excuse of not understanding what constitutes a hazard.

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Consultation on a Private Rented Sector Code of Practice for Landlords and Agents
Response from the Chartered Institute of Housing Cymru

Response Form - Consultation on a Private Rented Sector Code of Practice for Landlords and Agents
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CIH Cymru

Introduction
CIH welcomes the opportunity to consult on this paper.
CIH is the professional body for people working in housing and communities, with approximately 20,000 members across the UK, Ireland, Canada and Asia Pacific. Our mission is to maximise the contribution that our members make to the well being of communities. Our response is informed by feedback from our members, our knowledge of the sector and expertise from our policy and practice teams.

General Comments
CIH Cymru supports the development of Welsh policies, practices and legislation that aim to addressing the key housing challenges we face. We promote a one housing system approach and have previously given strong support for the development of a national PRS landlord licensing programme and accompanying code of guidance that supports the growth of a strong, healthy and professional private rented sector in Wales.
We believe in a joined up housing system that recognises the central role of Welsh Government as the housing 'system steward'. We believe in the delivery of an integrated housing system that encompasses all sectors and tenure options and recognises the critical role that housing professionals play in delivering good quality housing-related services, including fair access, safe communities and sustainable tenancies.
We appreciate the opportunity to feed into the consultation for this new code of conduct for landlords and agents, however we have some concerns with the code in its proposed format, we are particularly concerned that some content that we believe is important to include has not been included, that the code could be more ambitious in its attempt to raise standards of service, and that there is no evidence of tenant engagement in the drafting of the document. We think the code would benefit from:

- Specific tenant consultation to feed into the best practice proposals.
- Reference to penalties that landlords and agents may face for non-compliance.

- Further guidance regarding transparency of, and access to, agent and landlord fees and charges
  We think that the code could be more user-friendly and join-up with both the proposals
  in the current Renting Homes bill and Part 2 of the Housing (Wales) Act. For example:

- Renting Homes will require written contracts, so we suggest the code should remove the reference to oral agreements.
- Renting homes will require tenant information packs and we suggest the code could make reference to this
- we suggest the code could better link to Part 2 of the Housing (Wales) act, related to the new homelessness prevention agenda, and the local authority services and other services available to landlords, particularly how landlords can help to support the prevention of homelessness
- we would like to see the content use a less legalistic tone, and would benefit from a plain-English review

We would also like to see much greater focus on improving practice, service and behaviours. For example we suggest:

- the ‘statutory requirements’ and ‘best practice’ sections that are currently presented separately should be presented together under the thematic headings.
- including best practice reference to dealing with complaints and tenant access to independent advice
- the process for reporting a breach of the code and what will happen once reported
- making reference to occupiers liability
- the notice of intention to access to the property should include making clear the purpose of the access
- consideration of consent for tenant adaptations to properties
- reference to anti-discriminatory practice that references all of the relevant protected characteristics under the Equality Act
- specific reference to harassment and illegal eviction and the subsequent penalties for doing so
- receipts/acknowledgements for non-digital payments should always be given to tenants
- inclusion of a requirement for emergency contact details for the tenant to access where there is significant risk to person or property

Page used to send this email:	/consultations/forms/private-rented-sector-code-of-practice-for-landlords-and-agents/
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Organisation (if applicable):	RTC Accomodation
Question 1: Do you agree with the content of Section 1 - Statutory Requirements: Before a tenancy?:	No
Do you have any other suggestions?:	The requirement to have an energy performance certificate exceeds what is required by owner occupiers. It will cost more which will have to be passed on to the tenant. It puts tenants at a disadvantage compared to owner occupiers
Question 2: Do you agree with the content of Section 2 - Statutory Requirements: Setting up a tenancy?:	No
Do you have any other suggestions?:	The first paragraph will be impossible to enforce. The only person who can decide who rents a dwelling is the owner. The requirement for fire risk assessment and EPC exceeds what is required for homeowners, and puts tenants at a disadvantage. It will increase costs which will have to be borne by the tenant.
Question 3: Do you agree with the content of Section 3 - Statutory Requirements: Once a property is let to a tenant?:	
Do you have any other suggestions?:	
Question 4: Do you agree with the content of Section 4 - Statutory Requirements: Ending a tenancy?:	
Do you have any other suggestions?:	
Question 5: Do you agree with the content of Section 5 – Best Practice: Before a tenancy?:	

Do you have any other suggestions?:	
Question 6: Do you agree with the content of Section 6 – Best Practice: Setting up a tenancy?:	No
Do you have any other suggestions?:	Tenants should get their own copy of How To Rent Written Agreements should not be mandatory. We only give written agreements on request. It keeps costs down for landlords and tenants. An oral agreement is still an agreement in the eyes of the law. Keep it simple - pay the rent, stay in the dwelling.
Question 7: Do you agree with the content of Section 7 – Best Practice: Once a property is let to a tenant?:	No
Do you have any other suggestions?:	The requirement to produce an annual statement of rent is onerous to the landlord. The tenant should keep their own records There is no reason why a complaints procedure should be documented in advance. It is common sense if you have a complaint you communicate it. If you don't get satisfaction procedures through L A housing depts and the courts are already available The requirement to have electric installation checked every 5 years exceeds that required by homeowners, puts tenants at a disadvantage and will lead to an increase in rents There should be no need to have extractor fans in rooms with windows In dwellings where the landlord pays the heating there can be no provision to allow the tenants control of the heating and to use more fuel than negotiated at the beginning of the tenancy
Question 8: Do you agree with the content of Section 8 – Best Practice: Tenancy renewals and changes?:	No
Do you have any other suggestions?:	Written agreements should not be mandatory
Question 9: Do you agree with the content of Section 9 – Best Practice: Ending a tenancy?:	No
Do you have any other suggestions?:	There is no need for guidance on ending a tenancy to be in writing.
Question 10: Do you have any comments on the overall format of the Code of Practice?:	No

Do you have any other suggestions?:	
We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here::	There is a lot of use of "should" in the code, which means it is not mandatory but advised in the view of the welsh government. It should not preclude tenancies where tenants and landlords agree terms that are not advised in the code. The overiding factor for tenants is cost. Lots of items will increase costs and will be unwelcome to tenants because of this. People should be allowed to enter agreements as equals under the law. WE should be careful we do not impose standards we think are good for tenants when there is no obligation for home owners to do so. Tenants are perfectly capable of making sensible choices about where they live and the terms by which they do so. We are responsible for the homes of more than 60 people and have been doing so for 25+ years. We have been successful (as measured by length of stay, occupation levels, and personal recommendations) because we keep it cheap and keep it simple. WE do not need an increased layer of interference from bureaucracy. THere is a sanctity of contract between two parties. When there are three parties to a contract neither one will get exactly what they want.
Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly. If you would prefer your name and address not to be published, please tick here::	(Unchecked)

Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Response by Guild of Residential Landlords and PRS Accreditation Scheme.

This is a reply to the consultation on a private rented sector code of practice for landlords and agents by the Guild of Residential Landlords and Private Rented Sector Accreditation Scheme of Suite 3, 13 Station Parade, Harrogate, HG1 1UF.

The proposed code of practice seems to be caught between offering guidance on what legislation already exists, requiring additional but similar requirements over and above what legislation already exists and then requiring entirely new obligations.

Although we appreciate the power to introduce a code of practice, it is less clear as to where that power can increase duties over existing legislation.

Take a simple example contained in part 2 (setting up a tenancy) under 'supplementary documentation'.

Here, the landlord *must* supply certain documents including a - *'Landlords Gas Safety Certificate, dated within the last 12 months, if the property has any gas appliances'.*

This however is not what the gas safety regulations require. Regulation 36 of The Gas Safety (Installation and Use) Regulations 1998 provide that the landlord shall -

(a) ensure that each appliance … is checked for safety

within 12 months of being installed and at intervals of not more than 12 months since it was last checked for safety …;

…

(c) ensure that a record in respect of any appliance or flue so checked is made …

Therefore, if a landlord has installed a new boiler, there is no requirement under the gas safety regulations to obtain a gas safety recorded within the first 12 months. Yet, the code is requiring the landlord to obtain one.

Is this the intention of the code of practice? If so, what is the penalty?

Would the landlord be in breach of the licence and therefore committing a criminal offence? Or, is there some financial penalty?

(These are important questions because it determines how seriously we need to respond to any parts of a proposed code).The entire code of practice is littered throughout with these small but significantly important attempts to replicate legislation that already exists but in fact imposes additional duties to what is already legislated.

Another example is under the same requirement to provide documentation,

and the landlord must provide a tenant with a - *Fire Risk Assessment, which is compliant with the Regulatory Reform (Fire Safety) Order 2005, if the letting has any common areas and is not a self contained single dwelling.*

Section 9 of The Regulatory Reform (Fire Safety) Order 2005 is the requirement to produce a risk assessment but such a risk assessment only needs to be in writing where the landlord employs five or more persons

(6) As soon as practicable after the assessment is made or reviewed, the responsible person must record the information prescribed by paragraph (7) where—

(a) he employs five or more employees; …

The duty to record also applies where there is a HMO license.

Therefore, is the code now saying under the Housing (Wales) Act 2014 there is a new requirement to produce a written risk assessment in ALL cases? Or, was the paragraph attempting to replicate the legislation? It is further noted that under the fire safety order there is no requirement to provide a copy to the tenant even when done in writing and this would be extremely burdensome. What precisely is the tenant going to do with the information they receive?

Will the providing of a fire risk assessment to the tenant be an acceptance by the tenant that it is acceptable and effectively they will have agreed it's contents?

As a side note on this obligation, I think the wording is wrong because it would exclude self contained flats with a shared staircase which are not excluded by the order.

The vast majority of the proposed code is problematic for the reasons given above and another example which is very typical throughout, under section 3 it is provided -

Basic information must be provided about the tenants to the water supplier within 21 days of change of a new tenancy. This information can be submitted at:

www.landlordtap.com (L & A)

Again, is this just guidance or is it a new duty? If it is a further duty to that already legislated what does "basic information" mean? What are the penalties if the landlord fails to provide "basic information" and will that be over and above those contained in The Water Industry (Undertakers Wholly or Mainly in Wales) (Information about Non-owner Occupiers) Regulations 2014? If a landlord complies with those regulations, will the landlord have provided "basic information" in accordance with the code?

We propose that the code should not be set out this way. It is an entirely different situation to the accreditation scheme currently and that code cannot be simply imported. Crucially, the accreditation was entirely voluntary and although a breach of the code can be

complained about, it was a contractual agreement between landlord and the accreditation provider so the breach was enforceable that way. The landlord or agent at any time could simply cease to be accredited and any alleged breach under the code would stop from that point and only leave a breach of any legislation (if any).

The licensing is entirely different though. There is no "agreement" by a landlord or agent, nor is there a possibility of choosing alternative licence providers which may have different codes (like the deposit schemes or redress schemes for example).

Therefore, this regime is effectively providing new statutory obligations without the need for full debate (although we accept any code must be put through the Assembly).

In our view, there are no powers under the Housing (Wales) Act 2014 to impose further burdens on landlords other than those specifically set out such as registration and licensing etc. The Act does not allow for new legislation such as obtaining a gas safety record over and above what the existing legislation provides for nor requiring more information to be provided to a water provider for example.

It is therefore respectfully submitted that although the code may seek the landlord complies with all current legislation and to fail may well be a breach, it shouldn't suggest how to comply with the legislation and should instead provide a "guidance" document as to how to comply - for example as currently done under accreditation by producing the ANUK landlords manual.

The main purpose of licensing is the training element. How to comply with the gas safety regulations (including when a copy must be provided to the tenant) will be covered in that training. The code should just say for example "*comply with all legislation*" or "*comply with the The Gas Safety (Installation and Use) Regulations 1998*" and a guidance document also provided.

The code can then go on to require things over and above the legislation but they must not be more onerous than existing legislation. Anything required that would be more onerous must in our view be put through the Assembly as entirely new and separate legislation in some Act or Regulations.

Another good example of the imposition of an entirely new requirement

is -

A check on the electrical installation should be carried out at least five yearly intervals by a competent electrician.

(L & A)

Legislation only requires inspection and testing (which is a better form of words) in a HMO but not in other lettings. Is this the creation of new legislation by the back door? It is our view the Housing (Wales) Act 2014 does not allow for additional electrical inspections to be required over those already legislated for under the The Management of Houses in Multiple Occupation (Wales) Regulations 2006.

To clarify, the Guild or PRS Accreditation Scheme does not object to the principle of all dwellings being subject to five yearly electrical inspections.

We simply dispute the powers contained within the Housing (Wales) Act to introduce such legislation.

It was fine to ask of this under the accreditation code because then the landlord was "agreeing" to the code. However, there is no agreement to this code and anything contained within will effectively become a statutory duty. A further problem with the code is

the common use of the word ‘should’. Compare this with the use of the word ‘must’ in various paragraphs.

Does this mean that anything with the word ‘should’ is voluntary in certain circumstances? That must be the case when compared to other items which use the word ‘must’. This makes the whole code extremely difficult to understand what is required and what isn’t and is unclear as to what circumstances will allow a landlord not to comply. The use of the HHSRS should not be used in the code. A requirement to not have a category 1 hazard for example is simply impossible for a landlord or agent to fully grasp without lengthy training such as that which environmental health officers have received.

The code requires that -

… Category 1 hazards must be rectified and high value Category 2 hazards should also be mitigated wherever possible. (L & A)

But, it is unclear whether this is at all times or only after an inspection and notice or order has been served by the local authority (and if after local authority intervention, the legislation already deals in great detail with how a landlord must comply and penalties for failure).

Further, what does “high value” category 2 hazards mean?

To illustrate the problems of using the HHSRS in this way, for example, under the statutory guidance for the HHSRS, it is possible for a Yale type lock in certain situations to be a category 1 hazard because of the way the calculation in relation to likelihood must include the ‘perception’ of an intruder rather than an actual intruder. Further, if there is a ‘*disused*’ cellar with concrete steps and floor, no hand rail and little or no light, is that a category 1 or category 2 hazard?

Without extensive training (of which the training for the licence can never reasonably be sufficient), it is simply not reasonable to expect a landlord or agent to fully understand the whole provisions of the HHSRS.

In any event, the Housing Act 2004 is specific that a category 1 hazard ONLY exists AFTER an inspection by a local authority inspector.

As a result, until such an inspection has taken place, no category 1 hazard can exist (regardless of the repair or defect before the inspection and regardless of the qualifications or competence of a landlord or agent).

Again, in our view such an onerous requirement should be left for a separate piece of legislation and debated properly (such as the fitness standard currently proposed under the Renting Homes Bill).

Anonymous

Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

L+A to provide both tenant and any "guarantor" with a copy of the agreement

At this stage state where rent is to be paid eg client account + if non interest bearing

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant*?

Yes ☑
No ☐

Do you have any other suggestions?

- The Landlords or agents address to be included in agreement
- Receipts should be compulsory for each rental payment
- Care taken to maintain paths etc - with recent court cases worth including communal areas hot too
- Contractors - should be compulsory to carry PLI / qualifications + held on file

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy*?

Yes ☑
No ☐

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant*?

Yes ☐
No ☑

Do you have any other suggestions?

Is advising refuse collection / how to use equipment really L/A job. If any of us bought a property we would need to find out We shouldn't have to hold their hands all the way! Unrealistic is a Landlord giving information about complaints!

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes*?

Yes ☑
No ☐

Do you have any other suggestions?

~~L+A must follow~~

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy*?

Yes ☐
No ☑

Do you have any other suggestions?

How reasonable is 24hr after vacating for an inspection? Surely we adhere to timescales within our individual deposit schemes?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes ☑
No ☐

Could the layout be improved?

I do wonder how this will be policed especially with landlords self managing. Hopefully tenant awareness will be strong. Good Agents already adhere to Prof Body codes of practise need to ensure no conflicts + how much more regulation can good agents take while small agents set up without any regulation.

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here: