

Number: WG24887



Llywodraeth Cymru
Welsh Government

www.gov.wales

Welsh Government

Consultation – summary of responses

Summary of Consultation Responses to the Private Rented Sector Code of Practice for Landlords and Agents

Date of issue: July 2015

Summary of Consultation Responses to the Private Rented Sector Code of Practice for Landlords and Agents

Introduction

The National Assembly for Wales passed the Housing (Wales) Bill in July 2014 and Royal Assent was granted in September 2014. Part 1 of the Housing (Wales) Act 2014 (“the Act”) covers the regulation of private rented housing and introduces a mandatory registration scheme for all landlords and a requirement for landlords and agents to be licenced where they undertake letting and property management activities.

A consultation exercise was undertaken to seek views on a draft Code of Practice. Under section 40 of the Act a Code of Practice must be issued by the Welsh Ministers setting standards relating to letting and managing rental properties. Then under section 22 of the Act a licence for a landlord or agent under the Act must be granted subject to a condition that the licence holder complies with the issued Code of Practice.

Consultation Process

An eight-week public consultation was launched on 27 March 2015 and was open for responses until 22 May 2015. A total of 11 questions were included in the consultation document relating to the Code of Practice under Part 1 of the Act.

The consultation document was published on the Welsh Government website and stakeholders were contacted directly and invited to take part in the consultation.

A total of 67 responses were received. Of those, one was a replacement response from a letting agent who had initially not seen the consultation document. For the purposes of the summary, the first response from that agent has been discounted.

The 66 responses which will be summarised broke down into:

- 17 Third Sector Organisations
- 11 Trade Associations
- 9 Private Landlords
- 8 Letting Agents
- 7 Local Authorities
- 6 Personal / Not Known
- 5 Public Bodies
- 2 Chartered Surveyors / Estate Agents
- 1 Utility Company

12 responses received were from outside Wales, 10 of these respondents had interests inside Wales, either as trade associations or as third sector organisations. One landlord and one letting agent wrote from outside of Wales, but it is not clear whether or not they have a direct interest in Wales.

This document provides a summary of the responses received to the 11 questions relating to the Code of Practice. It cannot include every comment; however, it tries to capture recurring themes and issues.

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

Of the 66 responses received:
19 (**29%**) did not directly answer the question
34 (**51%**) answered Yes
13 (**20%**) answered No

Of those that directly answered the question, **72%** answered yes and **28%** answered no.

Responses to this question were favourable in the whole.

Of those who answered this question, the support for this section was clear. Comments from across the sector included “We believe the content is fair and transparent”, “the provisions made are comprehensive and we support them” and that the section was “clearly presented and easy to follow”.

The voices in opposition were along the lines of “...ditch your legislation. It will drive rents up”, which can not be taken as a criticism of the Code of Practice, more a criticism of Part 1 of the Housing (Wales) Act 2014.

There were calls for a requirement for an agent to belong to an appropriate professional body.

There were comments that written consents should be limited to the agent obtaining written confirmation from the landlord that any legal consents had been obtained, rather than putting the onus on the agent to ensure that these consents had in fact been given.

Some respondents referred to the recent Committee on Advertising Practice (CAP) Guidance which stated that advertised fees should be stated as inclusive of VAT.

Again, in terms of agent’s fees, people pointed to the 2013 Advertising Standards Agency ruling on the advertisement of letting agency fees, and also to the more recent Consumer Rights Act 2015 which makes this a legal requirement.

One respondent believed that the “alphabetical” Standard Assessment Procedure (SAP) rating should actually read “numerical”.

Welsh Government Response

The majority of respondents agreed with this section as drafted. A few points and suggestions were made which we will answer.

We can not require an agent to become a member of a professional body as this is likely to breach both EU and domestic competition rules. This can though be covered as a Best Practice aspiration. But failure to be a member of a professional body will not result in loss of a licence. The Licensing Authority is, however, able to achieve this aim through the licence conditions of an agent. We are hopeful that the business safeguards that are offered by being a member of a professional body can be achieved through the licence conditions.

The suggestion that consents should be limited to the agent obtaining written confirmation from the landlord that any legal consents had been obtained, rather than putting the onus on the agent to ensure that these consents had in fact been given is sensible, and the Code will reflect this change.

We will ensure that advertised fees must be stated as inclusive of VAT. We will also point people to the 2013 Advertising Standards Agency ruling on the advertisement of letting agency fees, and also to the more recent Consumer Rights Act 2015 which makes this a legal requirement.

The Standard Assessment Procedure (SAP) rating requirement is indeed numerical, and this will be reflected in the Code.

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

Of the 66 responses received:

18 (27%) did not directly answer the question

36 (55%) answered Yes

12 (18%) answered No

Of those that directly answered the question, 75% answered yes and 25% answered no.

Responses were mostly favourable to this question, with most suggestions simply being tweaks to the content.

One respondent asked that it be made clear that it is in fact entirely permissible for a letting agent to sign a tenancy agreement on a landlord's behalf.

Some respondents pointed out that there was not consistency in the terms used throughout the Code. The example given was "tenancy agreement", "tenancy" and "rental agreement" which were all used for the same purpose within this section.

Duplication with section 6 was pointed out, with the entry “the potential tenant must be provided with clear information on the following...” appearing in both sections.

One respondent remarked that a reference to “satellite TV” should, for broader purposes read “pay TV”.

It was asked that the entry “Any other fees or charges to be made with regard to the letting of the property” could be amended to also include “management” of a property.

Some respondents mentioned the Energy Performance Certificate, and asked that we make clear that it’s valid for a period of 10 years. It was also asked that we make clear the circumstances by which exceptions to the requirement for an Energy Performance Certificate are permissible.

Two references in the Code to Tenancy Deposit Protection mentioned a “statutory timescale” for registration of a deposit. It was asked that we actually clarify that the statutory timescale is 30 days.

Welsh Government Response

The majority of respondents agreed with this section as drafted. A few points and suggestions were made which we will answer:

It is entirely permissible for an agent to sign a tenancy agreement on a landlord’s behalf and the Code will be updated to clarify this.

We take on board the point that the terminology needs to be consistent throughout the document.

We will ensure that any duplicated entries are removed from the whole document.

We agree that “Satellite TV” may be too exclusive so will use a more inclusive term.

It was asked that the entry “Any other fees or charges to be made with regard to the letting of the property” could be amended to also include “management” of a property. We agree with this approach.

We will clarify the period of validity, and exceptions to the requirement of, the Energy Performance Certificate (EPC).

Two references in the Code to Tenancy Deposit Protection mentioned a “statutory timescale” for registration of a deposit. It was asked that we actually clarify that the statutory timescale is 30 days. If this is indeed the case then we will update the Code accordingly.

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

Of the 66 responses received:

18 (27%) did not directly answer the question

30 (46%) answered Yes

18 (27%) answered No

Of those that directly answered the question, 63% answered yes and 37% answered no.

Responses to this section were mostly favourable, though there were quite a few suggestions made.

It was asked that we explain that landlords are jointly and severally liable if they do not inform water companies of the details of new tenants.

It was suggested that, under *Collecting Rent*, the part which specifies that a “landlord’s name and address must be included on any written demand” should actually read “landlord’s name and an address must be included on any written demand”. This would mean that it could potentially be the address of the landlord’s agent.

A couple of people raised objections to the requirement for a rent book to be provided if the rent is paid weekly.

It was asked that we merge the contact detail and emergency contact details sections, and also to define what the “reasonable length of time” specified for these contact details actually is.

A suggestion was made to reword the entry “Landlords must keep the structure and exterior of the property in repair. If an agent is charged with this duty then, in the event that the agent is unable to carry out this duty for any reason, the duty must return to the landlord or otherwise provisions must be put in place for keeping the structure and exterior of the property in repair. (L & A)” to 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. (L & A)”

A request was made to also mention selective licensing schemes and management regulations for Houses in Multiple Occupation.

Welsh Government Response

The majority of respondents agreed with this section as drafted. A few points and suggestions were made which we will answer:

Landlords are jointly and severally liable if they do not inform water companies of the details of new tenants, and the Code will be amended to clarify this.

It is permissible for an agent's address to be used on a written demand, so the entry will be amended to reflect this.

The requirement for a rent book to be kept if rent is paid weekly is law. This will not be changed.

We have separated "Contact Details" and "Emergency Contact Details" out as they are potentially different, and for different purposes. We will, though, see if we can rewrite to avoid any duplicated terms.

We will amend the entry to insert: "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. (L & A)"

We will mention selective licensing schemes and management regulations for Houses in Multiple Occupation (HMO).

Question 4: Do you agree with the content of Section 4 – Statutory Requirements: Once a property is let to a tenant?

Of the 66 responses received:

21 (32%) did not directly answer the question

37 (56%) answered Yes

8 (12%) answered No

Of those that directly answered the question, **82%** answered yes and **18%** answered no.

The vast majority of respondents were positive about this section, but there were a few suggestions.

It was asked to change the first entry to read "there are procedures which must be followed in order to end a tenancy. Ideally, a notice is legally served and the tenant leaves as required. However, if this does not happen, a tenant must not be evicted without a possession order and following due process."

Representations were made to change the wording of the second entry to read “Deductions from deposit payments must not be made without suffering actual losses, and evidence must be provided to support claims, though only if a dispute is raised regarding the deductions. Losses as a result of fair wear and tear must not be deducted from a deposit.”

It was claimed that it was actually a statutory requirement for any balance of tenancy deposit to be refunded to a tenant within a reasonable time. In that case, it should be a “must” rather than a “should” to make this clear.

A number of respondents asked to have included entries covering harassment, illegal evictions and also abandonment.

Welsh Government Response

The majority of respondents agreed with this section as drafted. A few points and suggestions were made which we will answer:

We will change the first and second entries to reflect the wording suggested above.

It was claimed that it was actually a statutory requirement for any balance of tenancy deposit to be refunded to a tenant within a reasonable time. In that case, it should be a “must” rather than a “should” to make this clear. We will check this and amend accordingly if this is the case.

We will include new entries in this section to cover harassment, illegal evictions and abandonment.

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

Of the 66 responses received:

21 (**32%**) did not directly answer the question

41 (**62%**) answered Yes

4 (**6%**) answered No

Of those that directly answered the question, **91%** answered yes and **9%** answered no.

The overwhelming majority of respondents were happy with this section.

An issue was raised around the term “fair, reasonable and diligent”, which it was thought could be better worded.

Some people mentioned that the entry dealing with a term of engagement between the landlord and agent was very similar to an entry in Section 1.

Welsh Government Response

The vast majority of respondents agreed with this section as drafted. We will, though, look at the wording around the term “fair, reasonable and diligent”.

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

Of the 66 responses received:
19 (39%) did not directly answer the question
34 (51%) answered Yes
13 (20%) answered No

Of those that directly answered the question, 72% answered yes and 28% answered no.

Most respondents were quite content with this section.

One person questioned why a tenant would require a reference.

It was pointed out part of the “Agreeing the tenancy” section appeared to mirror the statutory requirements section in section 2.

Some people disliked the reference to “consumers” rather than tenants when asking that landlords and agents to be considerate of people’s circumstances when dealing with them in a business sense.

Within the same section, people disliked the word “infirmity”, which some could deem as offensive. There was also opposition to referring to tenants with a “lack of knowledge”, and people asked whether a better term may be used.

There were some suggestions around a better form of words to the paragraph relating to written and oral tenancy agreements.

Welsh Government Response

The majority of respondents agreed with this section as drafted. A few points and suggestions were made which we will answer.

We will avoid using the word “consumer” in the Code.

We will look for a possible replacement term for “infirmity” and “lack of knowledge”.

We will revisit the wording of the paragraph relating to written and oral tenancy agreements.

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

Of the 66 responses received:

17 (**26%**) did not directly answer the question

29 (**44%**) answered Yes

20 (**30%**) answered No

Of those that directly answered the question, **59%** answered yes and **41%** answered no.

A respondent mentioned that a sentence should be added to the part about utility companies being made aware that a new tenant is now resident in a place, which should clarify that this is not applicable if the landlord is responsible for paying the utility bills.

Another suggestion was made to add recycling to the requirements for a tenant to be made aware of in relation to refuse collection.

Some responses disliked the entry which recommends how (and how not) rent should be paid. It was felt that how the rent was paid was a matter for the tenant and the landlord or agent.

Some respondents didn't like the use of the word "always" when referring to the landlord or agent's availability to contact from the tenant.

Some respondents claimed that there were slight duplications between the "Access to the Property" parts of this section and section 3.

There were many differing views on the timescales laid out in terms of a landlord or agent organising repairs:

Under "Emergency repairs", most comments were that the same day was reasonable for urgent repairs, but some believed that this was unachievable. Some people suggested that emergency repairs should always be attended to in 24 hours, even if the problem could not be permanently fixed within that timeframe. For example, if you had to wait for a boiler part to be delivered.

Under "Urgent Repairs", some people believed that three days was too long for a tenant to wait for an urgent repair, others thought that it was too short a timescale to be able to resolve such a repair in. Suggestions ranged from 24 hours to 5 days.

Under "Other Repairs", again, there were very different views. Some believed that 30 days was too long for tenants to wait, others believed that 30 days was too short a time period for minor repairs.

It was suggested that we remove the "always" from the entry about landlords or agents consulting tenants on repairs or maintenance at the property, as 'should' covers the best practice nature of the entry and 'always' contradicted this.

One respondent requested that the Housing, Health and Safety Ratings System (HHSRS) entry would be better placed in the statutory part of the Code as it is a legal requirement.

A couple of respondents made comments about the Carbon Monoxide alarm entry. One believed that it would be best practice to require an alarm on each floor. Another added that it would be best practice for the landlord or agent to either arrange for the checking of these alarms annually, or to encourage tenants to carry out the testing of the alarms on the same basis. It was also suggested that the wording reflect that alarms are of more use when placed nearer appliances which are responsible for Carbon Monoxide emissions, such as gas fires or wood-burning stoves.

A few responses requested that reference be made to Electrical Installation Condition Reports (EICR) under the requirements for checks on electrical installations.

It was suggested that the term “reasonably modern”, was not necessarily a good term for the quality of facilities for the storage, preparation and cooking of food, but that “appropriate” would not be so exclusive.

Welsh Government Response

It stands to reason that a Utility company would not need to know about a tenant with whom they will have no contract, therefore this point can be clarified in the Code.

It seems sensible to use the term “recycling” alongside “refuse” when talking about waste collection.

In terms of leaving the payment arrangements to the landlord and agent, we will look again at the wording, but this is Best Practice, and there are reasons why certain types of payments should be encouraged and others discouraged.

The use of the word “always” in terms of a tenant contacting their landlord or agent does not necessarily mean that they will have to be at the end of a telephone, day or night. It just means that the landlord or agent should have some avenue available for the tenant to contact them should the need arise. This could be in the form of email, text message, voicemail message etc. We do not feel that this Best Practice entry needs to change.

Repair times; views varied widely on the Best Practice timescale for repairs to be carried out. As these are targets, no landlord or agent will be held to account for failing to meet these deadlines, but we will revisit the wording around Emergency repairs, and consider whether 24 hours is a reasonable target resolution timeframe.

We agree that, under consultation of tenants for works to be carried out, that “always” does not necessarily need to be there as the message that tenants should be consulted conveys the message satisfactorily.

We agree that we should simply refer to the Housing, Health and Safety Rating System (HHSRS) legislation, and not actually try to summarise the legislation within this document.

We will revisit the wording around Carbon Monoxide alarms to ensure that the very best practice is illustrated.

We will refer to Electrical Installation Condition Reports (EICR) under the requirements for checks on electrical installations.

We agree that the term “reasonably modern”, is not necessarily a good term for the quality of facilities for the storage, preparation and cooking of food, and that “appropriate” would not be so exclusive.

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

Of the 66 responses received:

19 (**29%**) did not directly answer the question

40 (**60%**) answered Yes

7 (**11%**) answered No

Of those that directly answered the question, **85%** answered yes and **15%** answered no.

The vast majority of respondents were happy with the entries under this section. It was asked that we include words to the effect that it is best practice for landlords / agents and tenants to renew contracts with a fixed term Assured Shorthold Tenancy agreement, rather than allow the tenancy to simply revert to a periodic tenancy.

It was also asked, though, to make clear that should a tenancy move to a periodic tenancy, it does not have to have a written tenancy agreement.

Some people disliked the use of the word “client” rather than “tenant” in the section regarding fees payable on renewal of tenancy.

Welsh Government Response

We agree to change the wording surrounding Assured Shorthold Tenancies to ensure clarity, and also to avoid using the term “client” in place of “tenant”.

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

Of the 66 responses received:

19 (**29%**) did not directly answer the question

38 (**57%**) answered Yes

9 (**14%**) answered No

Of those that directly answered the question, **81%** answered yes and **19%** answered no.

Responses to this section were generally favourable.

It was asked that we add in an entry suggesting that a landlord or agent should signpost tenants to the local Housing Options team, or similar housing advice service in the local area, upon the end of their tenancy.

There were varying views on the suggestion that a final inspection should ideally take place within 24 hours of vacation of the property, with some in favour and some against. Other suggested timeframes were 72 hours or 2 working days.

Welsh Government Response

We will include wording which will ask landlords and agents to signpost a vacating tenant to services which may benefit them in their search for accommodation.

We will look again at whether 24 hours is a reasonable timeframe to expect a final inspection to take place. We understand that there can be circumstances which mean that carrying out an inspection within 24 hours of vacation is unachievable, but we also stress that this is not a statutory obligation, but is an aspiration.

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

Of the 66 responses received:

21 (**30%**) did not directly answer the question

27 (**50%**) answered Yes

18 (**20%**) answered No

Of those that directly answered the question, **72%** answered yes and **28%** answered no.

There were many comments on the layout of the Code, comments ranged from: “awful”, “a little muddled”, “...layout is confusing” and a “...poorly written manual”, to

“...excellent”, “...easy to understand. The layout is logical and easy to follow. We applaud the effort which has gone into creating a very useful text.”, “...well structured” and “It seems straightforward”.

There were also varying views about how the document was presented in terms of splitting the Statutory Requirements and the Best Practice sections. These ranged from “Distinction between statutory requirements and best practice is too stark” to the complete opposite of “the two sections are not distinct enough” A few people commented that the sections were best presented under the individual headings, but with a clear distinction between what constitutes law (and therefore a requirement for a licensee to meet as part of their licence conditions) and what constitutes best practice.

One respondent asked that there should be separate Codes for landlords and agents, but acknowledged that this could be problematic. Most respondents were content with a joint agent and landlord approach and most respondents were pleased that the Code is one document, rather than two, containing legal and best practice.

One respondent asked what the point of the Code of Practice is if it only “covers matters that are otherwise in statute”. Another called for everything in the Code to be made “mandatory” as people wouldn’t abide by Best Practice guidelines.

One respondent was concerned that attempting to simplify legislation into an easier-to-read Code of Practice could affect the authorities’ abilities to take enforcement for non-compliance of the Code.

There were quite a few respondents calling for a table of contents, a glossary of terms used within the document, and for individual paragraphs to be numbered to aid people when referring to parts of the Code.

A few respondents also called for relevant legislation or guidance to be referenced as a footnote or endnote. A couple of people asked for an accompanying list of penalties for Code breaches.

There were also calls for references to other Codes of Practice used within the sector, such as that of The Property Ombudsman.

There was concern raised by a few people that the Code was not aimed at tenants, and that there was no specific documentation for tenants.

It was also asked that specific consultations be carried out in terms of the accessibility of the format of the document for people with protected characteristics.

Welsh Government Response

We take on board the feedback relating to the format of the Code. Views were very varied which shows us that there will always be subjectivity when people are

presented with such a document.

Most respondents agreed that there needed to be a clear distinction between which entries are Best Practice and which are Statutory Obligations. A fair number of people thought that it would be better to present both under the same headings, but clearly mark the distinction for ease of reference. We will look to amalgamate the Statutory Obligations and Best Practice sections, but in doing so ensure that it is still made clear which is which.

Most people agree that there should only be one document for use by both landlords and agents, and we agree that this approach should be employed.

The Code of Practice can not make mandatory that which is not currently set out in law. The Code sets out what is currently in legislation both as a reminder for landlords and agents, and as a further deterrent to disregarding the law, in that a licence can be lost by breaching the statutory aspects of the Code. It will also complement the training landlords and agents will carry out in order to obtain a licence.

We take on board the comment about hampering a local authority's ability to take enforcement action should the Code attempt to simplify things too much, and we will work to ensure that this is not the case.

We agree with the respondents who called for a glossary of terms used, a table of contents and for a numbering system to make usage of the document easier. These will be included in a redrafted Code.

We also agree and will include an index which will point users to relevant legislation, guidance documents and existing Codes of Practice which may be generally of use to landlords or tenants. We will not, however, be producing a list of penalties for breaches of existing law as this is not best served in this document.

In terms of the suitability of this document for tenants, put simply, this is not a document for tenants, nor can it be. This is a Code of Practice for landlords and agents. This does not mean that there will not be guidance around the roles and responsibilities of tenants, but any documents prepared for use by tenants will be prepared with tenants in mind.

We will ensure that any redrafted Code meets the requirements for Welsh Government publications in terms of usage by people with protected characteristics.

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 majority of issues people raised in this section were dealt with under the previous questions, so they will not be included here to avoid duplication.

Many concerns raised in this section were really about the need for the registration and licensing scheme in the first place, rather than addressing the issue at hand; the Code of Practice for the scheme. One person commented "...the emperor really does not have anything on" and another felt the requirements of the Part 1 of the Housing (Wales) Act 2014 were so onerous that "...many landlords will withdraw their property from the market and sell them".

There were a couple of entries which were concerned that the document is too centred on ensuring that landlords and agents fulfil their statutory obligations, and not aimed towards reminding tenants of their roles and responsibilities.

In terms of tenants, there were calls for a mechanism whereby tenants would have to achieve an "accredited" status to enable them to rent from a licensed landlord or agent.

One respondent pointed out that "The legislation is badly drafted ('compliments' for 'complements') springs to mind".

There were issues raised about compliance with the Code. One felt that the Code "should contain information as to how a tenant or an agent can report instances of non-compliance." Another had concern about regulation and the difficulty in actually locating the problem landlords in the first place.

A respondent pointed out that the Code "appears not to reference the Social Services and Well-being (Wales) Act 2014". A few respondents felt that the Code should specifically mention a landlord or agent's responsibility in the prevention of Legionnaire's Disease at a property.

One respondent suggested that the Code contain a draft complaints procedure for tenants to raise their concerns more formally. This would be for use by landlords or agents who do not currently have an existing complaints procedure.

There was a call for an entry in the Best Practice section to ask landlords to consider allowing tenants to decorate their property to their own tastes.

There was a request that there is included an entry relating to physical adaptations to the property which may be required by disabled tenants to aid their mobility or access to the property or parts of the property. This would ask that the landlord would not unreasonably refuse a request for a required adaptation.

One respondent referred to a lack of mention of insurance, and that the Code should make clear that it is the landlord or agent's responsibility to inform tenants exactly who is responsible for insurance relating to the property.

Welsh Government Response

A lot of the comments described above are not specific to the Code of Practice, but more to the parent legislation; the Housing (Wales) Act 2014. The specific part of this Act was subject to the full consultation process, as well as vigorous Assembly Committee scrutiny, and was ultimately agreed by the Senedd, so we do not feel that this is the appropriate forum for addressing existing concerns with the parent legislation.

"Accrediting" tenants is something which is outside the scope of this Code of Practice.

We do not feel that the Code of Practice needs to contain information as to how a tenant or an agent can report instances of non-compliance. This is a job of the licensing authority, and will be advertised outside of the Code.

We will ensure that all relevant pieces of legislation are referenced.

A draft complaints procedure for landlords or agents could be very useful, but we feel that this can be achieved outside of the Code of Practice.

We will consider whether it is appropriate to ask landlords to consider allowing tenants to decorate their property to their own tastes, as well as asking that the landlord would not unreasonably refuse a request for a required physical adaptation to their property.

We agree that the Code should make clear that it is the landlord or agent's responsibility to inform tenants exactly who is responsible for insurance relating to the property.

Conclusion

The Welsh Government welcomes the responses received to the consultation. The consultation period has ensured everybody has been given the opportunity to engage with the proposed Private Rented Sector Code of Practice for landlords and letting / management agents. It has facilitated discussion to take place about the Code of Practice and its implementation.

We have taken into account all of the responses received and will draft the revised Code of Practice based on input from the responses received.

The Welsh Government was pleased to see the majority of respondents supported its proposals, and very much welcomed the constructive suggestions from the majority of respondents.

Full list of Consultation respondents

Agents		
1	Wingett Ltd	29 Holt Street, Wrexham, LL13 8DH
2	Swift Relocations	1 King Street, Carmarthen, SA31 1BA
3	Darcy Properties Ltd	Gwern Medd Farm Llangoedmor, SA432LP
4	Evergreen Homes Ltd	78 York Street, London, W1H 1DP
5	Moginie James Estate Agents	108 BUTE STREET, CARDIFF BAY, CARDIFF, CF10 5AD
6	RTC Accomodation	12 trevor st, Wrexham, LL13 7EG
7	Payton Jewell Caines	5c Penybont Road, Pencoed, Bridgend, CF35 5PY
8	Anonymous	
Chartered Surveyor / Estate Agent		
9	Rees Richards and Partners	Druslyn House, De la Beche Street, Swansea, SA1 3HH
10	LSL Property Services	CCD CPM , 1-2 Northernhay Place, Exeter Devon, EX4 3YF
Landlords		
11	Andrew Gurner	andrewgurner777@btinternet.com
12	Mohammed Akteruzzaman	14 Egremont Road, Cardiff, CF23 5LN
13	Wynne Jones	Min yr Afon, Abercych, Boncath, Pembrokeshire, SA37 0EX
14	Julian Abel	1225 Burnley Road East Water, Rossendale, BB4 9QS
15	Don Higgs	Cwrt Gwenddwr, Erwood, Builth Wells. Powys, LD23YR
16	Mike Bird	Ty'n-y-Celyn, Glanwydden, Llandudno Junction, LL31 9JU
17	Anonymous	
18	Anonymous	
19	Anonymous	
Local Authorities		
20	Bridgend County Borough Council.	Public Protection Department. Civic Offices Angel Street Bridgend, CF31 4WB
21	Powys County Council	Private Sector Housing Neuadd, Brycheiniog Cambrian Way, Brecon Powys, LD3 7HR
22	City & County of Swansea	Civic Centre, Oystermouth Road, Swansea, SA1 3SN
23	Flintshire County Council	Housing Regeneration & Strategy Service, Flintshire County Council, County Offices, Chapel Street, Flint, CH6 5BD
24	Conwy County Borough Council	Civic Offices, Abergele Rd, Colwyn Bay, LL29 8AR
25	Wales Heads of Environmental Health Group Private Sector Housing Expert Panel, Ceredigion County Council	Cyngor Sir Ceredigion County Council, Lifestyle Services, Penmorfa, Aberaeron, Ceredigion, SA46 0PA
26	Anonymous	
Personal Responses		
27	J Bartlett	merchq2@aol.com
28	██████████	████████████████████████████████████████
29	Ralph Sydenham	ralsyd@aol.com
30	Anonymous	
31	Anonymous	
32	Anonymous	
Public Bodies		

33	Monmouthshire Housing Association	Mamhilad Technology Park, Mamhilad, Monmouthshire, NP4 0JJ
34	North Wales Fire and Rescue Service	Ffordd Salesbury, St Asaph Business Park, St Asaph, LL17 0JJ
35	MAWW FIRE	12 maple Crescent Uplands, SA2 0QD
36	Mid and West Wales Fire and Rescue Service	Service HQ, Lime Grove, Carmarthen, SA31 1SP
37	South Wales Fire & Rescue Service	SWF&RS Headquarters, Forest View Business Park, Llantrisant, CF72 8LX
Third Sector		
38	Bridgend Association For Voluntary Organisations	7 Parcau Road, Bridgend, CF31 4TA
39	Wales Co-operative Centre	Wales Co-operative Centre, Y Borth, 13 Beddau Way, Caerphilly, CF83 2AX
40	National Trust	Ysbyty Estate Office Dinas Betws y Coed
41	Shelter Cymru	Norbury House, Norbury Road, Cardiff, CF5 3AS
42	RSPCA Cymru	6 Cae Gwryydd, Greenmeadow Springs, Tongwynlais, Cardiff, CF15 7AB
43	Citizens Advice Cymru	Trafalgar House, 5 Fitzalan Place, Cardiff,
44	Let Down in Wales	
45	Generation Rent	17-19 Oval Way London, SE11 5RR
46	Cymorth Cymru	Norbury House, Norbury Road, Cardiff, CF5 3AS
47	Carbon Monoxide All Fuels Action Forum	Policy Connect, 32-36 Loman Street CAN Mezzanine, SE1 0EH
48	The Representative Body of the Church in Wales	39 Cathedral Road Cardiff, CF11 9XF
49	Electrical Safety First	Unit 331, Metal Box Factory 30 Great Guildford Street London SE1 0HS
50	Llamau	23 Cathedral Road, Cardiff CF11 9HA
51	Crisis UK	66 Commercial Street, London, E1 6LT
52	Tai Pawb	8 Coopers Yard, Ground Floor, Centre Court, Curran Road, Cardiff, CF10 5NB
53	Welsh Tenants	Milbourne Chambers, Glebeland Street, Merthyr Tydfil, CF47 8AT
54	Dogs Trust	margaret.donnellan@dogstrust.org.uk
Trade Associations		
55	National Association for Professional Inspectors and Testers (NAPIT)	4th Floor, Mill 3, Pleasley Vale Business Park, Mansfield, Nottinghamshire, NG19 8RL
56	ARLA	Arbon House, 6 Tournament Court, Edgehill Drive, Warwick, Warwickshire, CV34 6LG
57	NALS	Cedar Tree Farm, Badgworth, Axbridge, Somerset, BS26 2QW
58	Central Association of Agricultural Valuers	Market Chambers, 35 Market Place, Coleford, Gloucestershire, GL16 8AA
59	The Law Society	113 Chancery Lane, London, WC2A 1PL
60	Federation of Small Businesses	FSB Wales, 1 Cleeve House, Lambourne Crescent, Llanishen, CARDIFF, CF14 5GP
61	RLA	Residential Landlords Association Cymru, 1 St Martin's Row, Albany Road, Cardiff, CF24 3RP

62	RICS	dmorgan@rics.org
63	CLA Wales	Ty Cymru, Presteigne Enterprise Park, Presteigne, Powys, LD8 2UF
64	CIH Cymru	4 Purbeck House/ Ty Purbeck, Lambourne Crescent, Cardiff Business Park/ Parc Business Caerdydd, Llanishen, Cardiff/ Caerdydd. CF14 5GJ
65	Guild of Residential Landlords and Private Rented Sector Accreditation Scheme	Suite 3, 13 Station Parade, Harrogate, HG1 1UF.
Utility Companies		
66	British Gas	No 4 Callaghan Square, Tresillian Way, Cardiff, CF10 5BT.