

Your Rights Your House Your Home



LawWorks

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Housing law in Wales – advising landlords and tenants

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Tenancy Agreements

The tenancy agreement is a contract between a tenant and a landlord. It may be written or verbal. The tenancy agreement gives certain rights to both tenants and landlords.

For example, tenant's right to occupy the accommodation and landlord's right to receive rent for letting the accommodation.

A joint tenancy is a tenancy is held by more than one person.

Tenancy Agreements

The tenancy agreement can give both tenant and landlord more than statutory rights, but can't give less than statutory rights.

In England and Wales, most tenants do not have a right in law to a written tenancy agreement.

However social housing landlords such as local authorities and housing associations will normally give you a written tenancy agreement.

Tenancy Agreements

The term of a tenancy can either be:

- fixed term (eg 12 months)
- periodic (eg running from month to month).

If the rent is stated as a weekly amount, the period of the tenancy will be weekly, even if the agreement states that the rent must be paid fortnightly in advance .

Tenancy Agreements

A tenancy agreement exists even if there is only a verbal agreement between tenant and landlord.

It's harder to prove what was agreed if it isn't in writing.

You might also be able to prove what was agreed in other ways - for example, with emails or text messages.

Tenancy Agreements

Express Terms and Implied Terms

Express Terms are particulars that can include:

- The names of the tenant/s and landlord
- The address of the [property](#) being let
- The start date of the tenancy
- The length of the tenancy and details of the end date
- The total rent that is expected, frequency and date, service charge details
- Whether bills and utilities are to be included in the rent
- Other services, cleaning, laundry, maintenance of common areas etc.
- Notice periods to terminate the tenancy (by either party).
- Property permissions such as allowing others to use parts of the property

Tenancy Agreements

Implied Terms might not have been specifically agreed between the landlord and the tenant but still stand, some of the most common implied terms are:

- Landlords must carry out basic repairs
- The tenant has the right to live peacefully in the property
- The tenant has an obligation to use home in a 'tenant-like' way
- The tenant has an obligation to provide access for any repair work
- The landlord must provide up to date contact details

**The landlord must
provide their
contact details to
the tenant as a legal
requirement.**

Tenancy Agreements

A landlord can only charge rent if they've provided their name and address to the tenant - it doesn't matter whether or not there is a written tenancy agreement.

If a tenant doesn't pay your rent while exercising their right and waiting to get their landlord's contact details, the tenant will still need to pay the backdated rent when they get the contact de

Tenancy Agreements

Before or at the start of a tenancy, the landlord must also provide to the tenant:

- A gas safety certificate
- An energy performance certificate – except some types of shared homes
- A copy of the 'how to rent' guide for all assured shorthold tenancies (from GOV.UK)

Tenancy Agreements

Changes can be made by either a tenant or a landlord.

However, they can normally only be changed if both you and your landlord agree.

Your landlord can't increase your rent whenever they like. They need to follow certain rules if they want you to pay more.

Notices

A Section 21 Notice, is also known as an 'Eviction Notice', a 'Notice to Quit' or a 'Notice Seeking Possession'

A **Section 21 Notice** should be served when the landlord simply wants the tenant to vacate the property at the end of the tenancy.

A **Section 8 Notice** is normally served when a tenant has done something wrong e.g. fallen into rent arrears.

Section 21

A 'Section 21 notice' must give tenants at least two months' notice to leave.

It is suggested that when a landlord issues documents, they should ask the tenants to sign and confirm receipt or to send an acknowledgement email if the documents are sent digitally. This is helpful for if an eviction is challenged and goes to court.

Section 8

A 'Section 8 notice' notice can only be issued to a tenant who has breached the terms laid out in the tenancy agreement.

- Missing rent payments/rent arrears
- Tenants without right to rent (England only)
- Landlord's moving into the home
- Serious criminal activity
- Antisocial behaviour

Other notices

- Notice proposing different terms for a statutory periodic tenancy (Section 6)
- Notice seeking possession of a property on assured tenancy (Section 8 or 21)
- Notice to make tenants aware the original landlord is transferring the interest of their property to someone else (Section 3 Notice)
- Tenants' notice proposing that an assured tenancy be replaced by an assured shorthold tenancy (Form 8)
- Landlords' notice proposing that an assured tenancy be replaced by an assured shorthold tenancy (Section 2A)

Repairs

Your landlord is generally responsible for keeping in repair:

- The structure and exterior of your home
- Walls, roof, foundations, drains, guttering and external pipes
- Windows and external doors
- Basins, sinks, baths, toilets and their pipework
- Water and gas pipes, water tanks, boilers, radiators, gas fires
- Electrical wiring, electric fires and fitted heaters

Repairs

Repair responsibilities can't be removed or changed by anything a tenancy agreement says.

Also, a landlord isn't allowed to pass on the cost of any repair work, which is their responsibility, on to their tenant.

A landlord only has to make repairs when they know there's a problem – the tenant has to tell them about any repairs that are needed.

Tenants should ask for repairs in writing such as by email, text, or letter and including dates, up-to-date photos can help too.

Repairs

For tenancies started or was renewed on or after 20 March 2019, the landlord might also have a legal responsibility to make sure the home is fit for tenants to live in. This is known as being **'fit for human habitation'**.

Examples of unfit for human habitation:

- Serious problem with damp or mould
- Too hot or cold
- Too many people living in it
- Infested with pests like rats or cockroaches
- No safe water supply

It doesn't matter if the problem was there at the start of the tenancy or only appeared later.

Repairs

Using a home in a tenant-like way generally means:

- The tenant doing minor repairs themselves, such as changing fuses and light bulbs
- Keeping the home reasonably clean
- Not deliberately causing any damage or disrepair to the property
- Making sure visitors don't cause any damage
- Using any fixtures and fittings properly

This applies whether there is a written or an oral tenancy agreement.

Repairs

If a tenant has reported repairs to their landlord and they haven't done anything, then the tenant could make a complaint or take action:

Tenants can:

- Take court action
- Call environmental health if there is a threat to health or wellbeing
- Make complaint to Housing Ombudsman

Complaints

Tenants should always raise issues and liaise with the letting agent and/or landlord to try and resolve the issues amicably in the first instance.

A tenant can complain to/about their landlord for:

- **Not doing repairs they're responsible for**

**In the UK, Wales
has the oldest
private-rented
dwelling stock
(43% built pre-1919).**

Rent Increases

- Minimum of one months' notice to tenants.
- Agree a rent increase with tenant in advance, producing a written document of the agreement that has been signed.
- Provide tenant with a 'Landlord's notice proposing a new rent' form SECTION 13.
- If a tenant challenges a section 13 notice via tribunal: the rent remains the same until the tribunal has made a decision.

Rent Payments

In theory, payment of a rent is not an essential condition of a tenancy. However, this is a characteristic of most tenancies in practice.

Rent

- a tenant's regular payment to a landlord for the use of property or land.

Challenging Rent increases

- A tenant may be able to refuse a rent increase without having to formally challenge it. For example, if your landlord offers a new tenancy agreement, the tenant doesn't have to agree to sign it.
- If a landlord asks a tenant to pay a new higher rent, then it will be up to the tenant whether they agree unless the landlord either uses a rent review clause or provides a Section 13 Notice.

Challenging Rent increases

- A tenant can try and negotiate a rent increase, and may be able to change their landlord's mind.
- Challenging could be done in writing explaining financial circumstances, counter offers such as a lower increase that is more affordable, using market rent information to show what a landlord is asking for is unreasonable.
- Negotiation is normally the only way to challenge a rent increase if a landlord has used a rent review clause.

Other Payments

A tenancy agreement might include other charges for certain things.

A landlord can only charge for:

- Rent or utility bills
- A damage deposit
- A holding deposit
- Replacing keys
- Late payment fees (late paying your rent 14+ days)
- Changing the tenancy (in tenant asked for the change)
- Ending the tenancy early
- Council tax
- A TV licence

Other Payments

A landlord cannot charge tenants for:

- Viewing a property
- Any admin costs

Other rules:

- Deposits are capped
- Holding fees are capped
- Contract changes are capped at £50
- 'Moving out early' charges are capped
- Late payments are capped

Discrimination

It might be against the law if a landlord treats a tenant unfairly or differently because of they you are, what protected characteristics they have.

If it is discrimination, a tenant can complain and/or take landlord to court.

Equality Act 2010 - Part 4 of the act is about housing. Everyone in the UK is covered – including when looking for a place to live or living somewhere.

Equality Act 2010

Disabled tenants may have a right to changes that will help them live in their home. The Equality Act 2010 calls these changes 'reasonable adjustments'

Documents/tenancy agreement in accessible formats such as large print, audio or braille

Accessible taps, flushes, door and cupboard handles for people with mobility impairments

Light/electrical switches different/contrasting colour to the walls for help visual impairments

Types of discrimination

Direct discrimination

Example: Refusing to let premises to people of a certain ethnic group

Direct discrimination by perception

Example: Evicting a tenant because you *perceive* them to follow a certain religion when in fact they don't

Direct discrimination by association

Example: Refusing to let premises to the parent of a disabled child

Discrimination arising from disability

Example: Starting possession proceedings against a disabled tenant for anti-social behaviour caused by disability

Indirect discrimination

Example: Advertising your property with 'No DSS' (excludes older people, carers and disabled people)

Harassment

Example: making offensive remarks to a tenant based on their sex/sexual orientation

References

The landlord needs to be sure that that their tenant won't have any problems paying the rent on a monthly basis and that the tenant will take good care of their property.

Referencing is common and nothing to worry about.

Guarantors

Some tenants might need a 'guarantor' so they can rent a place to live.

A guarantor is someone chosen by the tenant who agrees to pay your rent if the tenant doesn't pay it, for example a parent or close relative.

If a tenant doesn't pay a landlord what is owed to, the landlord can ask the guarantor to pay instead.

If the guarantor doesn't pay, the landlord can take them to court.

**Private tenants
with arrears owe
on average £1553
to their landlord**

Difficulties with rent

- If a tenant is in rent arrears, the landlord could try to evict them
- The landlord might let the tenant stay if they can agree a repayment plan
- If arrears are ignored, the problem will only get worse

Difficulties with rent

For tenants... Make sure the amount the landlord says you owe matches your own records: bank statements, receipts (for rent paid in cash), or a rent book or rent card (if you have one).

A landlord must give a rent book or other record of payments for a **weekly** tenancy.

A tenant should ask their landlord for a statement of how much rent they think has been paid to match up records and check for errors.

Difficulties with rent

For tenants...

- Speak to your landlord and tell them your situation asap
- It might help to tell your landlord why you fell behind with your rent
e.g. if you were unemployed for a while or there was a delay in your benefits
- A repayment plan can mean you'll make smaller payments over a longer period of time
- You'll still have to pay everything back - but it could be easier than paying the full amount in one go
- Don't offer to pay more than you can afford - the problem will worsen if you can't keep up with your payments

Difficulties with rent

- Write the agreed plan down and sign it, try to get the landlord to sign too
- If your landlord won't accept smaller payments, save the money and make a note of how much you suggested paying.
- This could help you if your landlord decides to take action, by showing that you're trying to repay what you can.

Debt

Dealing with debts can be tough, but you should take action as quickly as possible. Creating and following a realistic budget can help.

Other straightforward advice:

- Don't take further credit or borrow money that you cannot afford to repay.
- Don't pay some debts and not others as this could affect your options
- **Seek free debt advice – you shouldn't have to pay for debt advice**

Debt

Don't ignore creditors

It's important to read letters from creditors to know what they're going to do. They are less likely to take action if you get in touch with them.

Priority and non priority debts

The action a creditor can take depends on the type of money that is owed. Debts are usually split into two categories; priority and non priority.

Rent arrears is a priority debt.

Priority debts usually include things like:	Non-priority debts include things like:
Mortgage Repayments	Credit card and Store card Payments
Secured Loans	Bank Loans
Rent	Overdrafts
Council Tax	Catalogue Repayments
Utility Bills (not including water)	Home-collected credit, like a Provident loan where the agent collects payments weekly
Court Fines	Money you've borrowed from family or friends*
Taxes	Water Bills

Budgeting

Creating a budget can help in understanding earning, spending, and where to save money.

A budgeting tool can help such as a spending diary, spreadsheet or online budgeting tool.

22% of
private renters
in Wales receive
Housing Benefit

Benefits

- A tenant might be able to claim benefits to top-up income and help with rent payments
- If eligible for benefits - in most cases new claims will be for Universal Credit which includes a Housing Element received from DWP
- Some people can still get Housing Benefit received from local authority – where they have recently stopped getting a SDP, have both State Pension age, receiving PC since before 15 May 2019, those living in temporary accommodation or if someone receives official care or support from their landlord

COVID19 Updates

COVID19 Updates

- New regulations have been issued that extend the ban on the enforcement of eviction action in Wales until 31 March 2021 in response to the threat to public health posed by the incidence and spread of Covid-19.
- This means that with the exception of the most serious cases, landlords are not able to start possession proceedings unless they have given their tenants 6 months' notice.
- As part of national efforts to respond to the COVID-19 outbreak it's important that landlords offer support and understanding to tenants who may see their income fluctuate.

COVID19 Updates

- Landlords are not required to stop charging rent during the pandemic. Tenants remain liable for the rent during this period.
- For landlords the mortgage holiday has been extended, with applications open to 31 March 2021.
- Borrowers, including those with a Buy to Let mortgage, who have been impacted by Coronavirus and have not yet had a mortgage payment holiday will be entitled to a 6-month holiday. And those that have already started a mortgage payment holiday will be able to top up to 6 months without this being recorded on their credit file.
- Lending firms should continue to provide support through tailored forbearance options. This could include granting new mortgage payment holidays. If a landlord is concerned about their financial situation they should discuss this with their lender.

COVID19 Updates

Tenancy Saver Loan Scheme – WCVA

- Loans available for private tenants running until March 2021
- 1% APR and repaid over 5 years, no limit on borrowing
- Paid directly to landlords or agents
- Only can cover arrears accrued since 1st March 2020
- Payment of loans can be made through Credit Unions

Private Rented Sector Helpline - 03003302177

COVID19 Updates

Landlords have the same responsibilities for repairs and safety checks even during national lockdown or when local restrictions are in place.

[Government guidance for landlords and tenants](#) says that unless you're self isolating, the following can still take place in all areas:

- **gas and electrical safety checks**
- **any repairs including non urgent work**
- **planned maintenance and inspections**

[Annual gas safety checks](#) remain an important legal requirement.

Some private landlords will also need to arrange access for [electrical safety checks](#) before 1 April 2021.

COVID19 Updates

Government guidance for landlords and tenants self isolating:

- No one should come into your home unless it's to fix a serious problem that puts you or someone you live with at direct risk of harm.
- Your landlord should postpone or reschedule appointments for non emergency repairs or gas and electrical safety checks.
- You should allow access for repairs and safety checks once you can do so safely. For example, if you've finished a period of self isolation and no longer have symptoms.

**Advice can
reduce stress,
improve finances and
stabilise housing.**

Further Support

Local Authority

RCTCBC Housing Team on 01443 425777.

An officer will make an appointment to inspect the property and if any significant hazards are identified can require the landlord to carry out the necessary works.



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Further Support

Shelter helps millions of people every year struggling with bad housing or homelessness through advice, support and legal services.

Covering England, Scotland and Wales.

- National helpline **0808 800 4444**
- Live online chat
- Advice pages



Further Support

The local council's Trading Standards team can investigate if the landlord or letting agent has failed to follow the rules for operating honestly and fairly, applied charges.

To report to Trading Standards, you need to contact the Citizens Advice consumer service first.

- Citizens Advice consumer helpline **0808 223 1133**
- Live online chat
- Online enquiry form

Further Support

The Housing Ombudsman Service is set up by law to look at complaints about the housing organisations that are **registered**.

The service is free, independent and impartial.

Resolves disputes involving tenants of social landlords and private landlords as voluntary members.

- Telephone **0300 111 3000**
- info@housing-ombudsman.org.uk

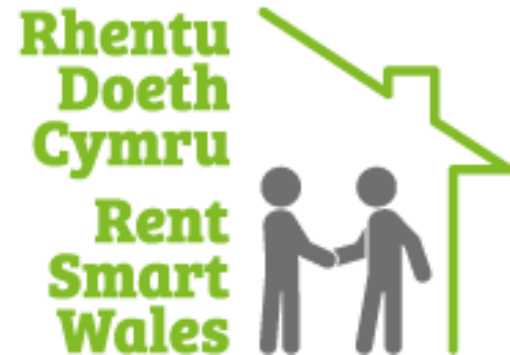
Housing
Ombudsman Service

Further Support

Rent Smart Wales is in place to make sure all private rented property in **Wales** and their landlords are named on a central register.

In addition, self-managing landlords and agents who let and manage property must have a licence.

Telephone **03000 133344**



Further Support

Do you want to have your say on housing issues?

Tenant Pulse is part-funded by Welsh Government to find out what matters most to tenants.

Regular surveys released throughout the year and prize draw entries.

Sign up online www.tpas.cymru



Further Support - Landlords

British Landlord Association

National association with free membership

Access to helpline, support, training and documents



National Residential Landlords Association

Leading voice for landlords in England & Wales

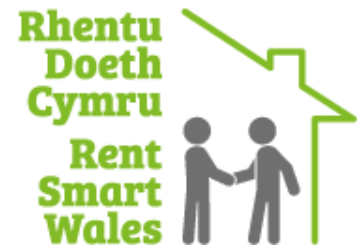
£75 annually for support, advice, campaigning



Rent Smart Wales

All Landlords in Wales must register

Training and guidance for the whole sector



Thank you

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