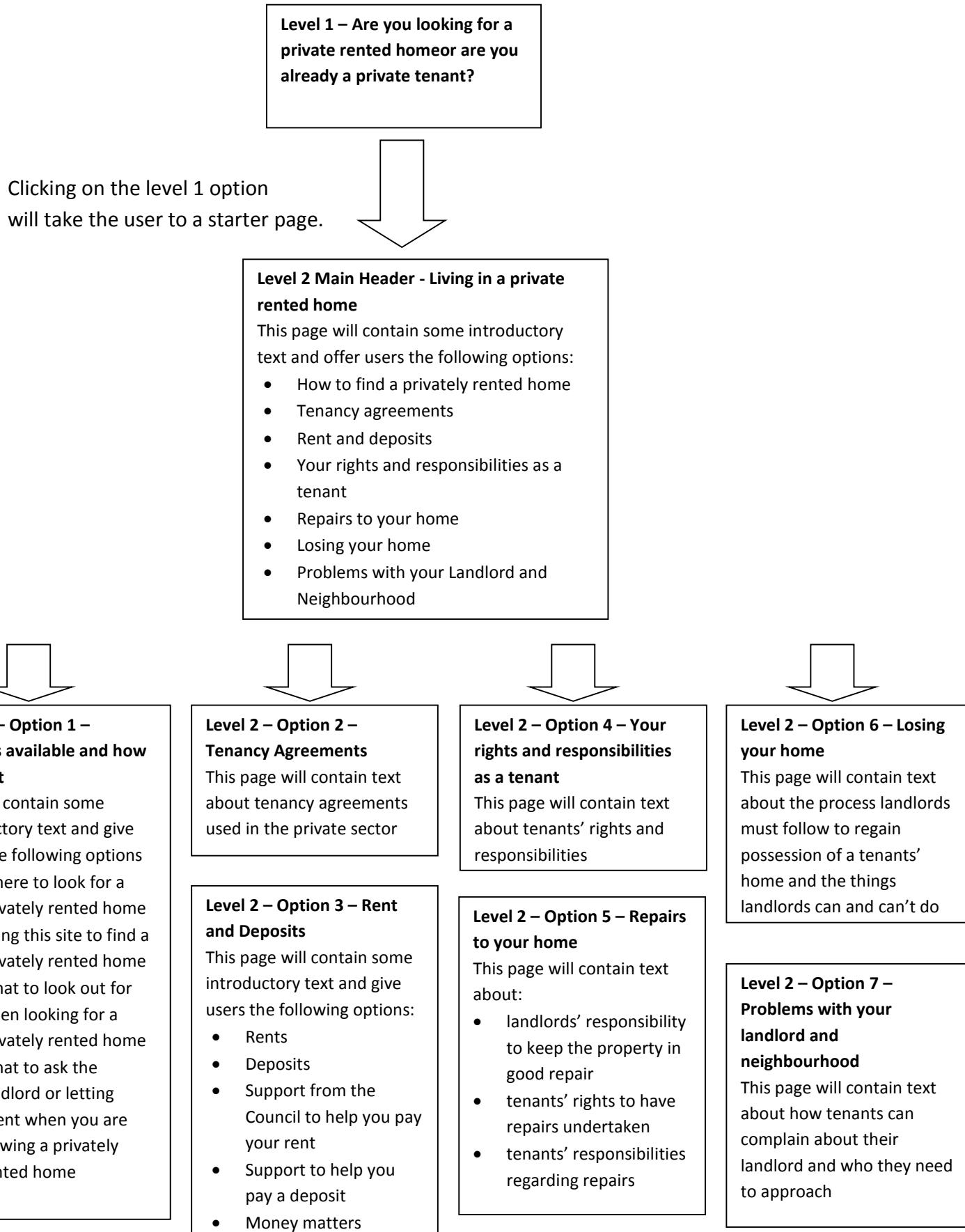


Tenant information for WalesHousing websites

Figure 1 - Option 1 – Information for Tenants



Main Page Header - Living in a Private Rented Home

There is a large and thriving private rented sector in (insert name of area). Nearly 1 in 5 homes in (insert name of area) are rented from private landlords.

You may want to live in a particular area for work, to study, to be closer to your family and friends, or to be nearer to your children's school. The private rented sector offers a wide range of choice and provides good quality homes in locations of your choice which are available for you to move into straight away.

There are many reasons why the private rented sector might be the right choice for you and your family.

If you're looking to rent a home in the private sector or you are a tenant of a private landlord you're in the right place to find out more information about this option. Choose any one of the options below to find out more.

Option 1 – What's available and how to find it

Option 2 – Tenancy Agreements

Option 3 – Rent and Deposits

Option 4 - Your rights and responsibilities as a tenant

Option 5 – Repairs to your home

Option 6 – Losing your home

Option 7 – Problems with your landlord and neighbourhood

Main Page Option 1 What's available and how to find it

Self-contained houses or flats

You will have your own kitchen and bathroom facilities. This type of accommodation is the most expensive. Prices in (insert name of area) start at around £xxx per week for a bedsit, £xx per week for a flat in cheaper areas, and £xxx for a two bedroom house in cheaper areas.

What types of homes are available in the private rented sector

There is a wide range of homes available in the private rented sector, to suit all needs. The type of home you can rent will depend on your income, references (if these are required), what is available at the time you look for a home and the areas you choose to look in.

Renting a room as a lodger

This is where you rent a room in someone's house or flat and you share all facilities with the landlord. You can expect to pay from £xx to £xxx per week for this type of accommodation depending on the area.

Living in a shared home

You have your own room, but share facilities such as a kitchen or bathroom with other tenants. A room in a shared house or flat will vary according to the number of people, but two-bedroom flats start from about £xxx per week in cheaper areas.

For more information about your rights as a tenant, click on this link (insert link to the page entitled 'Your rights as a tenant').

Option 1 –Where to look for a home in the private rented sector

Option 2 – Using this site to find a private rented home

Option 3 – What to look out for when you look for a private rented home

Option 4 – What to ask the landlord or letting agent when your viewing a private sector home

Option 1 **How to find a private rented home**

Here are the most common ways of finding a home in the private rented sector.

Social lettings agencies

These are not for profit organisations that manage homes on behalf of private landlords and match up people looking for a home to rent with landlords who have homes to let. Social lettings agencies work in partnership with Council's and accept people who receive Local Housing Allowance from the Council to pay their rent. In addition social lettings agencies do not charge tenants for their services and do not charge any up-front costs, such rent in advance and agency fees. Some social lettings agencies do not require tenants to pay a bond. The Social Lettings Agency in (insert area name) is (insert name and contact details).

Accommodation agencies and letting agents

A large number of homes in the private rented sector are let through letting and managing agents. If you have money and references from your employer or bank, going to a letting agent might save you a lot of time and effort, as they are likely to have a selection of properties that might be right for you.

When you contact an agent you should check what they can charge you for.

Lettings Agents cannot charge for registering your details or for giving you information about available homes. They can charge for drawing up tenancy agreements or inventories (an inventory is a list of the furniture and fittings in your accommodation, with notes about their condition and the condition of the property itself) and for any other services that you agree to, such as discussing the tenancy agreement, and any changes you would like to make to it, with the landlord. You might want to use Lettings Agents which are members of the following associations, as they are generally considered more reputable:

- Association of Residential Lettings Agents <http://www.arla.co.uk/>
- National Approved Lettings Scheme <http://www.nalscheme.co.uk/>
- National Association of Estate Agents <http://www.naea.co.uk/estate-agent-search/licensed/#>
- Royal Institute of Chartered Surveyors
<http://www.ricsfirms.com/vw/search/Designation.aspx>
- Safe Agent Fully Endorsed <http://www.safeagents.co.uk/agents>

You can find Lettings Agents who are members of these groups by searching on their websites.

You will find letting agents listed in the local papers and in Yellow Pages or Thompson Local.

Some agents will not deal with people who receive Local Housing Allowance from their Council to pay their rent. Your Housing Options Team will be able to tell you which Lettings Agents accept tenants who receive Local Housing Allowance.

Online

If you have internet access, then browsing for homes online can be a fast and efficient way of tracking down the type of home you are looking for. Sites you can use include:

- rightmove.co.uk
- aroomtolet.co.uk
- spareroom.co.uk
- moveflat.com
- gumtree.com
- housesharewales.co.uk

Newspapers

A lot of people find their homes through adverts in newspapers. Places go quickly so it is important to start early and follow up the advert as soon as possible.

Housing Options Team

Your local Housing Options Team may also keep a list of landlords, and you could check to find out whether they have any homes available when you're looking.

Option 2 Using this site to find a private rented home (only available where local authorities have enabled their website to perform this function)

We allow private landlords to advertise their available homes on this website.

If you want to view the homes currently available follow this link (hyperlink to 'Private rented properties available in (insert name of area)')

Option 3 What to look out for when you look for a private rented home

This section contains some handy hints on what to look out for when you view a home which is available to let.

- 1 There should be no signs of dampness such as wet patches on the walls, usually found low down on outside walls. Black mould is usually a sign of poor heating, ventilation or insulation and is found in kitchens, bathrooms and sometimes bedrooms.
- 2 Make sure the property has a good heating system such as central heating or storage heaters which are easy to control, and preferably thermostatically controlled.
- 3 Make sure the property has a decent fitted kitchen, with enough space to store, cook and prepare food
- 4 Check that the property is clean both inside and outside and the decoration is in good order.
- 5 Check that all windows and doors open and close properly and check that all the door and window locks work
- 6 Is the roof sound? You can check this by looking for signs of water damage to ceilings
- 7 Does the boiler work properly? Ask the landlord or agent to turn on the boiler and run the hot water to make sure it is working. If the hot water comes from a tank and the boiler has been off for some time, you will need to wait a while to check whether it is heating the water.
- 8 If there's a gas fire in the property, ask for it to be put on to check it is working correctly and ask to see the safety certificate for it.
- 9 If the property includes furniture – are all furnishing clean and in good condition and do they meet fire resistant standards
- 10 Check electric sockets and light switches to make sure that none are cracked, hanging off or missing. If the property has an electric fire, ask for it to be turned on to check that it is working.
- 11 Check whether the property has smoke detectors fitted and check that they work.
- 13 Make sure it is in the right location to suit you. For instance, if you have children, make sure there is an available school, make sure it is accessible for public transport and shops etc.

You can print out a useful guide on things to consider when you're looking for a home in the private rented sector by clicking on this link (want to have a link to a pdf which would go somewhere on the site).

If there are any problems remember you don't have to take the home - look at another one - there are plenty to choose from.

Option 4 What to ask the landlord or letting agent when viewing a private rented home

When you view the home you should ask the landlord or letting agent questions about it and arrangements in relation to its management. Here are some handy hints.

If you are unable to afford the rent out of your personal income and you need to claim Local Housing Allowance to pay the rent, it's important that you ask the landlord or lettings agent whether they accept tenants who receive Local Housing Allowance before you visit. If they don't take tenants who receive Local Housing Allowance – you'll be wasting your time visiting.

When you're visiting the home you should ask the landlord or lettings agent the following:

- 1 How long they intend letting the home for and the length of the tenancy they're offering. You can use this opportunity to negotiate for a longer tenancy, if that's what you want, or find out whether they'll renew the tenancy when it expires.
- 2 How much the rent is, how they want the rent to be paid and on what date. You might want to try to negotiate with the landlord or agent about the rent, particularly if it is more than the amount of Local Housing Allowance you will receive.
- 3 The landlord must get all gas appliances tested by a Gas Safe Registered Installer at least once a year. Ask to see the Safety Certificates. It is the landlord or their agents duty to provide these.
- 4 Ask to see the properties Energy Performance Certificate, the landlord or agent is obliged to show you this. The Energy Performance Certificate will tell you how energy efficient the property is, which will give you some idea of how much it will cost to heat.
- 5 Ask whether the landlord is accredited. When you rent a home in the private rented sector there are no guarantees about the standard of the accommodation nor about the quality of the service you receive from a landlord. However, if a landlord is a member of the Landlord Accreditation Wales Scheme you can have confidence that:
 - they are more aware and knowledgeable about key property management issues
 - their properties are more likely to be maintained to a higher standard
 - their tenants health and safety will be safeguarded

You might want to check whether a landlord is part of the Landlord Accreditation Wales Scheme by checking on <http://www.welshlandlords.org.uk/find-accredited-landlord/index.aspx#landlord>

- 6 How you would get in contact with the landlord or lettings agent to report repairs or other problems?
- 7 How much the deposit or bond is for the home? If you need assistance to meet the cost of a deposit or bond, you should ask whether the landlord or lettings agent is willing to receive a cashless bond. You can find out more about how to get support with paying a deposit or bond by following this link (link to section on deposits/bonds)
- 8 Which tenancy deposit protection scheme they use? Once you have paid a deposit the landlord/agent must give you details of which scheme it is registered with within 30days. .
- 9 If they require references, and if so how many and who from?
- 10 For a copy of the inventory for the property, if it is let furnished. You may want to consider taking photographs of the property and furniture to record the condition when you move in, as you will be required to return the property to the landlord in the same condition at the end of your tenancy.

Main Page Option 2 Tenancy Agreements

Your landlord or the letting agent working on their behalf, must provide you with a Tenancy Agreement when you agree to rent a home from them. A Tenancy Agreement is an agreement between the landlord and tenant where, in return for rent, you can live in their property as your home.

Tenancies are normally assured shorthold which can be given for any timescale. However, the majority of landlords prefer a minimum of six (6) months, although they can be for longer than this if your landlord prefers. Your landlord or letting agent will give you a copy of the Agreement and will keep a copy.

You should read the Tenancy Agreement through carefully before signing it. It is a legal document and legally binding and you are agreeing to abide by the terms written in it. Any changes to the Agreement should be decided between yourself and the landlord and written into the document before signing it. Do not be afraid to ask questions and make sure you understand what you are signing.

Agreements should contain information such as:

- the name of the landlord
- where they or their agent can be contacted
- how much the rent is and when it is to be paid (this is usually monthly)
- when the tenancy begins and how long it is for
- whether property is furnished or unfurnished
- and any rules regarding such things as whether pets are allowed or not, who is responsible for decorating etc
- details of the deposit scheme where your deposit or bond is protected

Once the fixed period of the tenancy has expired, your tenancy will then become a "periodic tenancy" whereby you have the right to continue to live in the property and all the terms and conditions of your original agreement still stand. Alternatively, your landlord may grant you a further tenancy on a fixed-term basis. If you wish to leave the property you should generally give the landlord four week's notice, although the exact timescale depends on whether your tenancy is a fixed term or periodic tenancy.

If the landlord wishes you to leave he must give you at least two months notice that he requires possession. He can give you notice during the fixed term but the notice period cannot end before the end of the fixed term, provided you do not break the rules of the Tenancy Agreement.

If you receive any notice from your landlord, you should contact your local housing options team as soon as possible

Remember - A Tenancy Agreement is a legal document. Make sure you read it thoroughly, understand it and are prepared to stick by its terms before you sign it.

If you don't understand all of the terms in a tenancy agreement you've been asked to sign - don't worry. You can get free, independent advice from:

- Your local Housing Options Team (insert contact details)
- Shelter Cymru by calling the national advice line on 08450755005
- Your local Citizens Advice Bureau (insert contact details)

Main Page Option 3 Rent and Deposits

As a tenant part of your obligation is to pay the landlord the rent, each time it is due and on the date that it is due.

The majority, if not all, landlords will ask you to pay a deposit or bond, before allowing you to move into a property.

This section of the website provides you with information about the following:

Option 1 – Rent

Option 2 – Deposits

**Option 3 –Support
from the Council to
help you pay your rent**

**Option 4 – Support to
help you pay a deposit**

**Option 5 – Money
Matters**

Option 1 Rent

On this website we when we say rent we mean the amount you have to pay each week or month which is set out in your tenancy agreement. This payment might just be rent but some tenants also have to pay service charges.

You need to agree with the landlord the rent and arrangements for paying it, before signing the tenancy agreement. When you sign a tenancy agreement you have entered into a legally binding contract with the landlord. One of your responsibilities as the tenant is to pay the rent on time each time it is due.

It is important that you consider whether you can afford the rent before you sign the tenancy agreement.

The details of your rent and any service charges should be included in the tenancy agreement. If the tenancy is for a fixed term, the agreement should say either that the rent will be fixed for the length of the term or that it will be reviewed at regular intervals. During the fixed term the landlord can only put the rent up if you agree. If you do not agree he will have to wait until the fixed term ends before the rent can be raised.

A landlord must give at least a months' notice of the increase if the rent is paid on a monthly basis or 4 weeks' notice if the rent is paid weekly.

The landlord is only legally obliged to provide a rent book if the rent is payable on a weekly basis but you should get a receipt for any rent paid which is not being entered in a rent book, as this can avoid disputes later.

You need to bear in mind that as the tenant it is your responsibility to pay the rent when it is due. If you fail to pay the rent your landlord can serve a Section 8 Notice and once this expires they can apply to the County Court to get a Possession Order.

If you are an assured shorthold tenant and you fail to pay your rent on time your it is likely that your landlord will not renew your tenancy agreement when your current agreement expires.

Option 2 Deposits or Bonds

Most landlords will ask you to pay a deposit or bond, which is usually one month's rent in advance. The deposit you pay to the landlord acts as a form of insurance that you will leave the property in a good condition when you leave. If you damage the property or leave owing rent, these will be deducted from your deposit.

Paying a deposit is expensive and you should make sure that you have funds to pay the deposit and the first months' rent, before you sign the tenancy agreement.

Any deposit that you pay to a landlord must be protected in one of the government approved tenancy deposit protection schemes. The schemes provide protection for tenants by stopping landlords and letting agents from keeping a tenant's deposit unfairly. The schemes also provide a free service if you need to settle an argument with your landlord about the deposit.

Your landlord or agent must show you how your deposit is protected within 30 days of you paying it. Your landlord or their agent are required to provide you with the details of the scheme your deposit has been placed in including the contact details, terms and conditions and the deposits reference number.

If your landlord does not provide this information, you should ask them for it. If your landlord has not protected your deposit in a scheme, you can apply to your local county court, and they can make the landlord or agent repay the deposit to you.

If your landlord or agent has not protected your deposit, the court may order them to repay up to three times the amount of the deposit to you.

Option 3 Support from (insert name) Council to help you pay your rent

If you are on a low income and cannot afford the rent for a property in the private sector you might be able to get financial support to help you meet the rent. To receive this you will need to make a claim for Local Housing Allowance from your local council Housing Benefit Team.

If you are going to claim Local Housing Allowance, you should check what size of property is considered to be the right size for you and what the Local Housing Allowance rate is for the size of the property.

How to find out what size of home is the home the right size for you

It is important that you check this before you look for a property, as the amount of Local Housing Allowance you will receive will affect the properties you can consider renting. The council will only pay you Local Housing Allowance for a property that has the right number of rooms for you and the people who live with you. If you rent a home that has more bedrooms than you need, you will usually have to pay some of the rent yourself.

Also, the maximum Local Housing Allowance rate is for a four bedroom property. If you rent a property larger than this, even if your household is big enough to need a larger home, you will still only be paid Housing Benefit based on the four bedroom Local Housing Allowance rate.

How many bedrooms do I need?

You are entitled to one bedroom for each of the following members of your household.

- a married or unmarried couple
- a single person aged 16 or over
- two children of the same sex who are under 16
- two children (of the same or opposite sex) under 10
- someone who doesn't normally live with you but who comes in to provide 'regular and frequent' overnight care needed by the Housing Benefit claimant or their partner (as long as there is a spare bedroom for that person to use).

If you are single and aged under 35 years old you will normally only be allowed Local Housing Allowance at the rate for a room in shared accommodation, even if you are renting a one bedroom self contained flat. Self-contained accommodation is accommodation where you do not share facilities with anyone else.

There are a few exceptions to this rule, for people who would be particularly vulnerable in shared housing. Check with the Housing Benefit Team if you think this may affect you.

You can use this information to work out the total number of rooms in a property that the council would pay for under the Local Housing Allowance rules.

What's the Local Housing Allowance rate for the property?

Once you have worked out the size of the home you are entitled to, you should check the Local Housing Allowance rate for that size of home. You can request this information from the Benefits Team or follow this link (insert hyperlink to LHA rates for area). This will give you a guide to the level of rent that you can afford to pay. If the rent on the home you wish to rent is greater than the Local Housing Allowance rate you are entitled to, you will be responsible for paying the difference between the two from your own income.

Option 4 Support to help you pay a deposit or bond

If you don't have the money to pay for a deposit or bond, you should contact your local Housing Options Team who will direct you to the options that's best for you.

(Name of organisation) provide a Bond Guarantee Scheme for people on low incomes who can't afford to pay a deposit. This scheme is supported by (insert name) Council.

You will need to ask your prospective landlord whether they will accept a Bond Guarantee certificate rather than a deposit.

(Name of Council) Council have a Discretionary Housing Payment scheme, which can be used in some circumstances to provide financial assistance for people experiencing hardship to enable them to pay a deposit. To find out more about the Discretionary Housing Payment scheme you should contact (insert name of most appropriate team in Council).

Option 5 – Money Matters

This should take users to the Money Matters or Money Issues section on the website.

Suggest that this page follows the format of the Cardiffhousing.co.uk website and the links contained within the site

Option 1 - Your rights as a tenant

As a tenant, you have the right to:

- live in a home that's safe and in a good state of repair
- have your deposit returned when the tenancy ends
- know who your landlord is
- live in the property undisturbed (quiet and peaceful enjoyment)
- be protected from illegal eviction and harassment

Your rights as a private tenant vary depending on the type of tenancy agreement you have and when it was signed.

The most common form of tenancy in the private rented sector is assured shorthold tenancies, although there are some assured tenants and a very small number are protected tenants. Some people living in private rented accommodation, if they share accommodation with the landlord, are excluded occupiers and have fewer rights.

Your tenancy agreement should state what type of agreement it is, but you can work it out using the information below:

- If you share the property you rent with your landlord, you are 'an excluded occupier'
- If you signed your tenancy agreement before the 15th January 1989, you are 'a protected tenant'
- If you signed your tenancy after the 15th January 1989 but before the 28th February 1997, you are either 'an assured' or 'an assured shorthold tenant'
- If your tenancy began after 28th February 1997 you are 'an assured shorthold tenant'.

The rights of excluded occupiers

If the landlord shares the accommodation with you (and they live there as their only or main home both at the start and throughout your tenancy) and you share rooms such as the kitchen, bathroom and living room, it is likely that you would have a licence and you will be considered to be 'an excluded occupier'. If you are 'an excluded occupier' you will have very few tenancy rights. It is important to remember how easy it is for your landlord to [evict you](#).

As 'an excluded occupier' your only right is to stay until your landlord asks you to go, or for as long as the written agreement says. Your landlord can evict you by giving you [reasonable notice](#) (which can be verbal) and doesn't need a [court order](#). You will have to leave once the notice expires.

The rights of protected tenants

Protected tenants have the strongest rights of any private tenants. If you think you are a protected tenant and your landlord asks you to move or to sign a new agreement, you should consult an experienced housing adviser.

As a protected tenant you have the following rights:-

- security of tenure. Your landlord can only repossess the accommodation in certain specified circumstances
- the right to have rent increased only in certain circumstances
- the right to have the accommodation kept in a reasonable state or repair
- the right of your spouse, civil partner, other partner or another family member to take over the tenancy on your death
- the right not to be treated unfairly because of your disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

The rights of assured tenants

As an assured tenant you have the right to stay in your accommodation unless your landlord can convince the court there are good reasons for eviction, for example rent arrears or damage to the property, or that another of the terms of the agreement has been broken.

As an assured tenant you can enforce your rights, for instance, to get repairs done without worrying about getting evicted.

As well as the right to stay in your home as long as you keep to the terms of the tenancy you will also have other rights by law including:-

- the right to have the accommodation kept in a reasonable state of repair
- the right of a your spouse, civil partner, or other partner to take over the tenancy on your death ('the right of succession')
- the right not to be treated unfairly because of your disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

The rights of assured shorthold tenants

An assured shorthold tenancy is a tenancy that gives you a legal right to live in your accommodation for a period of time. Your tenancy might be for a set period such as six months or it might roll on a week-to-week or month-to-month basis.

Your landlord has to give you written notice if they want you to leave. If you don't leave by the end of the notice period, your landlord can apply for a court order. If the landlord obtains a Court Order it is likely that you will be required to pay his/her Court Costs.

You cannot be evicted before your landlord has gone to court and the court has agreed to your landlord regaining possession of the property. The court has no choice but to make an order to evict assured shorthold tenants, if the correct procedure has been followed, if the landlord has served a Section 21 Notice. You may be able to ask the court to delay the order but this can only be done for up to six weeks, and only if you face exceptional hardship.

If the landlord has served a Section 8 Notice the Court may have some discretion in deciding whether to grant possession, as some grounds are mandatory and some discretionary.

You will be given the chance to provide information to the court to help the judge decide whether or not you should be evicted. You can send information to the court and/or go to a hearing.

If the Court grants a possession order to your landlord and you don't leave by the time a court order takes effect, your landlord will need to apply the Court for an eviction warrant and request that bailiffs physically remove you from the property.

You can get more detailed information on your rights as an assured shorthold tenant by following the links (<https://www.gov.uk/government/publications/top-tips-for-tenants-assured-shorthold-tenancies>)

<https://www.gov.uk/private-renting/your-rights-and-responsibilities>

If you're still not clear about your rights as a tenant - don't worry. You can get free, independent advice from:

- Your local Housing Options Team (insert contact details)
- Shelter Cymru by calling the national advice line on 08450755005
- Your local Citizens Advice Bureau (insert contact details)

Option 2 – The responsibilities of tenants

As a tenant you have responsibilities, as well as rights. Your responsibilities are usually set out in your tenancy agreement. It is important that you follow the rules which are set out in your tenancy agreement, because breaking the rules might result in you losing your home or be less likely to renew your tenancy agreement.

As a tenant are at risk of losing your home if you don't follow some of the rules set out below.

Paying your rent on time, every time

It is very important that you pay the rent on the property each time that is due, on the date that it is due. If you don't pay your rent, or don't pay it on time, your landlord is less likely to renew your tenancy when it expires.

If you don't pay the rent, your landlord may take you to Court to evict you and they are likely to pursue you for the debt after you leave the property.

Keeping the property in good repair

You (the tenant), anyone else who lives with you and any of your guests must not cause deliberate damage to the property you live in. If you damage the property or notice that something is faulty, it is your responsibility to report it to the landlord.

If you damaged the property you will be responsible for repairing it or for paying for it to be repaired. You should only attempt to undertake a repair if you know what you're doing and are able to repair the property to the same standard that it was in before.

If your property has a garden you must remember that you are usually responsible for maintaining it.

If the property you rent is a furnished property you also need to keep the furniture in good repair. If you damage the furniture or notice that something is faulty you should inform your landlord to prevent it getting worse. If you damaged the furniture you will be responsible for repairing it or for paying for it to be repaired.

Allowing the landlord access to the property

You must allow access to the landlord or their agents to the property, given reasonable notice. This means that if the landlord has asked a Gas Safe Installer to visit the property to inspect and service your gas heating appliance, you must prevent them from gaining access to the property.

It is always wise to ensure that when your landlord or someone acting on their behalf arranges to visit your home, they are accompanied at all times and that you ask to see their ID to make sure the person is who they say they are.

Acting in a neighbourly way

This means that you, anyone who lives with you and anyone visiting you in your home must take care not to behave in such a way that will cause nuisance or annoyance to your neighbours. What will cause nuisance and annoyance to your neighbours will vary from place to place but might include any of the following:

- hosting loud late night parties
- slamming doors in the property
- allowing the garden to become overgrown
- not disposing of household waste correctly

If you behave in any way that is anti social, your landlord may have grounds to evict you.

Give notice in the correct form if you want to leave

If you want to end your tenancy you must give the landlord the length of notice set out in your tenancy agreement and in the form set out in the agreement. If you fail to do so, without your landlords' agreement, you will end up owing rent and possibly legal costs.

Seek permission from the landlord

It is important that you seek your landlords' permission before you do anything that the tenancy agreement says you must not. For example if your tenancy agreement states that you must not decorate the property, and you wish to redecorate one room, you need to have your landlords' permission before you start. If you don't seek your landlords' permission your landlord may charge you for re-instating the room to its previous condition and might have grounds to evict you.

If you want to pass on your tenancy to some-one else you need to seek permission from your landlord. If you don't and you have left the property, the person you wanted to take over your tenancy will have no right to be in the property and may lose their home.

Main Header – Option 5 Repairs to your home

Sorting out repairs is one of the most common problems in rented homes. You should know which repairs you are responsible for, which repairs your landlord must do, and how to report problems.

Your landlord is legally responsible for repairs to the structure of the building: the roof, windows, doors, drains, gutters, baths, sinks, toilets, heating, hot water, damp and general building repairs. They are also responsible for ensuring that the property has a supply of services such as electricity, gas (where it's available) water and sewers. Landlords must also repair damage that was caused by someone with no connection to you - for example during a break-in or vandalism.

As the tenant you are responsible for minor jobs, like replacing fuses, or clearing a blocked sink. You must also repair damage that you or your visitors have caused.

Reporting repairs

When a repair needs doing, tell the landlord as soon as possible. You can do this either by writing to them, e-mailing or phoning them. If you phone them it is a good idea for you to record the date that you made the call.

You have to give the landlord a reasonable time to do the repair. There are no hard and fast rules about how long work should take; it depends on the urgency of the job. A blocked toilet should be repaired much more quickly than a sticking window for example. If the repair isn't done in a reasonable time, even after reminding the landlord do not stop paying your rent. You should contact your local Housing Options Team for help. (insert hyperlink to contact details of team).

Giving your landlord and their contractors access to your home to carry out repairs

Your landlord has the right to come into your home to check what needs repairing - but they must give you at least 24 hours notice, and must come at an agreed time (although you'll obviously want them to come as quickly as possible if it's an emergency job).

It is important that when you agree a time for the landlord or contractors to visit your home to either inspect a problem or to carry out repairs, that some-one is at the property to allow access to your home.

Health and Safety

The home you rent must meet certain health and safety standards by law. If your landlord doesn't meet these standards they are risking your safety. If you think that the condition of the home you rent is putting your health and safety at risk and the landlord has failed to

take action to repair the property, you should contact (name of team) in (name of area) Council.

If the Council visit your home and consider that it's condition is a risk to your health and safety they will ask the landlord to take action to repair the problem. If the landlord doesn't carry out the repair the Council might serve a notice on the landlord and if the landlord still fails to act they are considered to be committing an offence and could have legal action taken against them.

Gas Safety

The law says that gas appliances must be properly installed and maintained to avoid the risk of carbon monoxide poisoning. The landlord must get all gas appliances that they provide including central heating systems, heaters, fires, cookers and gas pipework and flues checked once a year by a Gas Safe registered installer. They must have a certificate of compliance to show that this has been done.

Electrical Safety

The landlord should ensure that the electrical installation in your home is in a safe and satisfactory condition; it is also an offence for a landlord to supply unsafe electrical equipment. Although there is no legal responsibility on the landlord to test the electrical installation and electrical equipment, it is good practice for a competent electrician to check appliances once a year and have the electrical installation inspected every 5 years.

Fire Safety

The landlord must keep to specific laws about fire safety if they rent out a property that's occupied by more than one household - known as a 'house in multiple occupation' (HMO). An HMO could be: a house split into separate bedsits; a shared house or flat where tenants have separate tenancy agreements; a hostel; or a bed and breakfast hotel which is not just for holidays.

HMO's must have adequate and well-maintained fire alarms, extinguishers and fire blankets, fire doors, fire escapes and escape routes, smoke or heat alarms.

We strongly recommend that even if you don't live in an HMO you ask your landlord to install smoke alarms in your home, and that they are checked regularly.

Furniture

All furniture (except furniture made before 1950) included in your home must meet all the current fire resistance requirements and carry permanent labels confirming this. This applies to anything which is upholstered or has a filling - like sofas, armchairs, mattresses, pillows, padded headboards and cushions.

If you're still not clear about your rights to have repairs done to your home - don't worry. You can get free, independent advice from:

- Your local Housing Options Team (insert contact details)
- Shelter Cymru by calling the national advice line on 08450755005
- Your local Citizens Advice Bureau (insert contact details)

If you live in a private rented home your landlord must follow a specified process to recover possession of your home. The section below provides some information about the steps a landlord must follow to recover possession of a home let under the different types of tenancy agreement.

Regardless of the type of tenancy agreement you have, if your landlord has given you notice that they want you to leave your home you should seek immediate advice and assistance from your local Housing Options Team.

Ending an assured shorthold tenancy

In order to end an Assured Shorthold Tenancy, the first step is for the landlord to give notice (advanced warning) to the tenant(s).

A notice is merely notification to the tenant that if they do not leave, the landlord can apply to a Court for possession. The only way to legally evict a tenant who refuses to leave is to apply to a Court for a Possession Order and for the Court Bailiffs to evict the tenant.

In practice, most tenants will be advised to leave on or before the expiry date of a valid notice because if they stay, it will be their responsibility to pay any Court fees. It is likely that the only time an 'Assured Shorthold' tenant would be advised to stay would be if the landlord had declared that they had legal grounds for eviction and the tenant disputed that such grounds existed. For example, if the landlord claimed there were rent arrears and the tenant disputed this, then the tenant may choose to stay and let a Court decide who is right.

It is very important that the correct procedure is followed. Failure to do so is illegal; it is a criminal offence.

In addition, a Court will not award a possession order if the notice given by a landlord is incorrect (called invalid). If a notice is found to be invalid, the only way to evict a tenant is to serve a new, valid notice.

The method for ending an Assured Shorthold Tenancy depends on how long the tenancy has been operating and whether or not a written agreement is still in force.

Eviction during the Fixed Term of the Agreement

When there is a written agreement still in force, an Assured Shorthold Tenancy can be ended in two ways:

- by writing to the tenant, giving at least 2 months notice, provided the date when the notice ends (the expiry date) is after the end of the contract. For example, if a 6 month contract started on the 1st January, two months notice can be given at any time up until the end of June. A notice given during the first 4 months of the tenancy

will expire on 30th June. A notice given to the tenants after 1 April should expire on a date at least 2 months after it was served.

- to end a tenancy during the period covered by a contract is much more complicated. This is because the landlord must give legal reasons (called 'grounds') for ending the tenancy. 'Grounds' include reasons such as rent arrears, damage to the property and breach of tenancy conditions. The notice is called a 'Notice Seeking Possession' and must contain very specific wording. Depending on which legal ground the landlord wishes to use, the notice period is either 2 weeks or 2 months.

If you have received a notice from your landlord of their intention to end your tenancy, you should contact your local Housing Options Team for advice.

Eviction after the Fixed Term of the agreement (or if there was no written agreement)

A tenancy that does not run for a period defined in writing is called a periodic tenancy. The rules for ending a periodic 'Assured Shorthold Tenancy' are different to those that apply when there is a written contract in operation.

If there was a written contract for a fixed period that has now passed or if there was never an agreement for a specific period of time, the notice (called a 'Notice Requiring Possession') given to a tenant must contain specific information to be valid. This includes:

- the part of the Housing Act on which it is based. The name and address of both landlord and tenant. The date it was given to the tenant ('served'). The date on which it expires.
- the notice for a periodic Assured Shorthold tenancy must give the tenants 8 weeks notice (if the rent is paid weekly) or two months (if it is paid monthly). In addition, it must end on the last day of a rental period. This is the day before the rent is normally due.

Example: A tenant moves in to a rented property on the 14th of January, is given a written contract for 6 months and pays rent monthly. In August, the landlord decides that the property should be sold. A notice given before 14th August must be for two months and end on the day before rent is due. The notice should therefore be dated to expire on 13th October.

If, however, the notice is served after 14th August (say, on the 16th) then it must expire on 13th November. This is because it must be for two full months and expire on the day before rent is due. If the notice was dated 13th October, it would not be for two full months and the end of the next rental period is 13th November

Ending an assured or protected tenancy

In order to end an Assured or Protected Tenancy, the first step is for the landlord to give notice (advanced warning) to the tenant(s).

The landlord must give legal reasons (called 'grounds') for ending the tenancy. 'Grounds' include reasons such as rent arrears, damage to the property and breach of tenancy conditions. The notice is called a 'Notice Seeking Possession' and must contain very specific wording.

If you receive a notice of seeking possession from your landlord, you should seek advice from your Council's Housing Options Team.

Ending an excluded occupier agreement

As 'an excluded occupier' your only right is to stay until your landlord asks you to go, or for as long as the written agreement says. Your landlord can evict you by giving you reasonable notice (which can be verbal) and doesn't need a court order. You will have to leave once the notice expires.

If you are an 'excluded occupier' and your landlord has asked you to leave, you should seek advice from your Council's Housing Options Team.

If you're not clear about your right to remain in your home and if your landlord has given you notice - don't worry. You should seek immediate advice and assistance from your local Housing Options Team (insert contact details).

If you are living in a privately rented home and are unhappy with:

- the way that either the way that your landlord or their agent has treated you
- the condition of the home you live in
- neighbouring homes, which are causing a nuisance to you

you can ask your local Council for assistance.

If your concern is about the condition of your home, such as repairs or the management of the property you should contact (insert the name of team dealing with the issue) in (area) Council who can be contacted by (insert contact details of the team).

If you live in a house in multiple occupation (HMO), you should contact (insert the name of team dealing with the issue) in (area) Council who can be contacted by (insert contact details of the team).

If your concerns relate to your tenancy, such as notices or deposits, you should contact (insert the name of team dealing with the issue) in (area) Council who can be contacted by (insert contact details of the team). You can also obtain free independent advice from Shelter Cymru who can be contacted on 0845 075 5005

If you have been the victim of illegal harassment or illegal eviction by a landlord, the Council is obliged to investigate and prosecute the matter. If you have suffered illegal eviction and harassment you should contact (insert the name of team dealing with the issue) in (area) Council who can be contacted by (insert contact details of the team)

If you are the victim of anti-social behaviour from another resident in your neighbourhood, you should contact (insert the name of team dealing with the issue) in (area) Council who can be contacted by (insert contact details of the team).

Data Sharing Advice Note

1 Introduction

- 1.1 Various departments within local authorities hold rich data about housing in the private rented sector.
- 1.2 The purpose of this advice note is to provide clarity about the sharing of data in relation to the details of properties and their owners, between different teams within the local authority.

2 The statutory duties of the local authority

- 2.1 The statutory responsibilities of local housing authorities include the following:

- Section 8 of the Housing Act 1985 requires local authorities to consider housing conditions in their locality and the needs of the locality with respect to the provision of further housing accommodation.
- Section 3 of the Housing Act 2004 requires local housing authorities to keep the housing conditions in their area under review with a view to identifying any action that may need to be taken by them in relation to the following activities:
 - health and safety rating
 - licensing of HMOs
 - selective licensing of other houses
 - management orders
 - demolition orders and slum clearance
 - renewal areas.
- Part 6 of the Housing Act 1996 (as amended by the 2002 Act) requires local authorities to publish an allocation scheme and allocate housing to eligible applicants in accordance with that scheme.
- Part 7 of the Housing Act 1996 (as amended by the 2002 Act) requires local authorities to:
 - ensure that the provision of advice on homelessness and the prevention of homelessness is available free of charge to everyone in their district
 - give proper consideration to all applications for housing assistance and make inquiries to see whether they owe a duty under Part 7
 - decide whether applicants are eligible for assistance, homeless and have a priority need, and whether homelessness has been brought about intentionally
 - ensure that suitable accommodation is available for people who have a priority need and who are homeless through no fault of their own

- ensure that certain other homeless applicants, e.g. those who do not have a priority need, or who have brought homelessness upon themselves, get advice and assistance to help them find accommodation themselves.
- Section 1 of the Housing Grants, Construction and Regeneration Act 1996 places a duty on local authorities to provide Disabled Facilities Grants to enable work to be undertaken to the homes of people with disabilities. Sections 19 to 24 set out grant eligibility.
- The Regulatory Reform Order (Housing Assistance)(England & Wales) Order 2002 (SI 2002 No 1860) reformed all other obligations placed on local authorities and provided each with the scope to develop policies that are appropriate to local circumstances. Local Authorities in administering their private sector renewal programmes must have regard to the Housing Renewal Guidance produced in 2002 by the Welsh Assembly Government which includes guidance in relation to Neighbourhood Renewal Areas.
- Much of the legislation currently in place in relation to the housing enforcement function relates to the Housing Act 1985 and the Housing Act 2004. These relate to the following:
 - Housing Conditions (health and safety rating system)
 - Licencing of HMO's
 - Selective Licencing of other residential accommodation
 - Management Orders
 - Empty Dwelling Management Orders
 - Overcrowding Notices
 - Mobile Homes
 - Tenancy Deposit Schemes
- Other aspects relate to:
 - Part III of the Environmental Protection Act 1990, specifically statutory nuisance and clean air.
 - Protection from Eviction Act 1977 as amended by Sections 27 to 32 of the Housing Act 1988, which sets out the duties of local housing authorities in relation to tenancy relations
- The Social Security Act 1986 introduced the income related benefit, Housing Benefit and placed the responsibility for administering the system on local authorities. This Act has been subsequently followed by numerous Regulations.

2.2 In performing its functions, different teams within local authorities will gather personal data in relation to private landlords and the owners of empty properties, as shown, for example, in Table 1 below.

Table 1. Local authority sources of data on private landlords and empty property owners

Local Authority Function	Data Held
Homelessness & Housing Advice	Details of private landlords with whom the authority works to accommodate households. Details of landlords where applicants come for housing advice.
Housing enforcement	Public HMO Register. Database of landlords the enforcement function comes into contact with in respect of its day to day enforcement activities. Database of landlords invited to Landlord Forum meetings.
Housing Benefit	Contact details of private landlords letting accommodation to LHA claimants.
Council Tax	Details of the owners of empty dwellings.
Business Support	Details of landlords who contact the Council in relation to business support.
Planning	Details of landlords seeking consent for construction of new homes or alterations to existing homes which require planning approval.
Building Control	Details of landlords who use the local authority Building Control function in relation to construction works.
Trading Standards	Details of landlords where referrals have been made in relation to unfair contract terms, etc.

3 Improving the approach to working with the private rented sector

3.1 If local authorities in Wales are to improve the way in which they work with the private rented sector, they need to improve their knowledge of the private rented sector and of potential private rented properties.

3.2 A starting point would be the consolidation of information held in different parts of the authority into one corporate database. This will enable local authorities to:

- identify and categorise different types of landlords (small landlords, portfolio landlords) and owners of empty property (the length of time the property is empty, the reason the property is empty);
- target their actions at particular groups of landlords or empty property owners, with packages of support and assistance that support both the property owners' aspirations and business plans and the Council's corporate objectives;
- improve their approach to communicating with this important section of the local business community;
- improve their ability to meet their obligations in relation to Section 8 of the Housing Act 1985 to ensure a supply of housing to meet the needs of the area.

4 Sharing data across a local authority

- 4.1 The Data Protection Act 1998 (DPA) applies to the sharing of personal information. The Information Commissioners Office (ICO) has produced a useful code of practice on data sharing which can be found at http://www.ico.gov.uk/for_organisations/data_protection/topic_guides/data_sharing.aspx
- 4.2 The guide sets out clearly that, if personal data¹ is to be shared across a local authority, the local authority must communicate its intention to share that data to the individual concerned – even if their consent for the sharing is not needed. However, in relation to the housing function of the local authority, there is one exclusion. Section 237s(2) Housing Act 2004 allows the local housing authority to use any information obtained by the local authority for Housing Benefit and Council Tax purposes, in exercising their powers under the Housing Act 2004. This covers powers in Part 1-4 of the Act, which includes Enforcement of Housing Standards, all types of licensing, and all management orders.
- 4.3 If a local authority is to share personal data (names and contact details of private landlords and empty property owners) each data controller² will need to advise the individuals concerned about their intention to share the data and the reasons for sharing the data. The draft letters attached at Appendices A & B could be used as notice of intention to share personal data to both private landlords and empty property owners.
- 4.4 It is recommended that advice is sought from the Information Governance Officer on the sharing of information in relation to each particular data source.

5 Processes for managing a corporate database

- 5.1 Where a local authority has established a corporate database of private sector landlords and empty property owners, the authority will need to nominate an individual officer to act as data controller for that database, clarify the purpose for which it holds the data, and register the data controller with the ICO.
- 5.2 The authority will need to establish systems to ensure that the information held on the corporate database is current (deleting out of date information). This will require key (named) members of staff in different teams to have access to the corporate database to input new information and revise or delete information currently held.

¹ Data which relate to a living individual who can be identified;

a. from those data; or
b. from those data and other information which is in the possession of, or is likely to come into the possession of, the data controller;

and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

² A person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed

5.3 Once the initial database has been established, each team will need to develop processes to inform NEW landlords and empty property owners of their intention to share that information within the authority, using the standard letters provided. This is likely to require revisions to existing forms and the development of telephone scripts in certain instances.

Appendix A: Letter to Private Landlords

Dear *(insert name)*

Notice of Intention to Share Personal Data

(insert name of area) Council is undertaking a substantial amount of work to improve the way that it works with private landlords, in an attempt to increase the supply of affordable private rented housing in the area.

A key part of this process is to establish a database of private landlords who operate in *(insert name of area)*. The purpose of establishing a database is to enable us:

- to communicate more effectively with all private landlords who own properties in the area;
- to undertake research work to better understand landlords plans' and aspirations for their businesses;
- to inform landlords of the support we can offer their businesses.

If you want to find out more about the support we can offer you in your role as a private landlord please go to *(insert appropriate waleshousing.org hyperlink)*.

We would like the contact details we hold about you (your name and address) on the *(insert name of system)* to form part of that database and to be shared across the local authority.

If you do not want your data to form part of this corporate database I would be grateful if you would contact *(insert name and number)* by *(insert date)**

If you wish to discuss this matter please contact *(insert name and number of contact person)*.

Yours sincerely

* This paragraph will need to be inserted if the Information Governance Officer suggests that applicants must be able to withhold consent.

Appendix B: Letter to Empty Property Owners

Dear *(insert name)*

Notice of Intention to Share Personal Data

(insert name of area) Council is undertaking a substantial amount of work to improve the way that it works with empty property owners, in an attempt to increase the supply of affordable private rented housing in the area.

A key part of this process is to establish a database of owners of empty properties in *(insert name of area)*. The purpose of establishing a database is to enable us:

- to communicate more effectively with empty property owners
- to undertake research work to better understand with their property is empty and their plans for utilising their asset
- to inform owners of the support we can offer them to make best use of their empty property.

If you want to find out more about the support we can offer you in please go to *(insert appropriate waleshousing.org hyperlink)*.

We would like the contact details we hold about you (your name and address) on the *(insert name of system)* to form part of that database and to be shared across the local authority.

If you do not want your data to form part of this corporate database I would be grateful if you would contact *(insert name and number)* by *(insert date)**

If you wish to discuss this matter please contact *(insert name and number of contact person)*.

Yours sincerely

* This paragraph will need to be inserted if the Information Governance Officer suggests that applicants must be able to withhold consent.

Guidelines on low interest loans to landlords

Introduction

1 Local authorities will want to consider introducing loan schemes as a means of:

- providing an incentive to landlords and property owners to work in partnership with individual local authorities, to facilitate an increased supply of good quality, affordable private rented housing which is available to meet the housing needs of the area
- ensuring that resources directed by authorities to the private rented sector are repaid, and replace the provision of grants

Background

2 There are a number of loan schemes already in place to encourage property owners to bring empty properties into use as either rented accommodation or for sale (for example the Welsh Government Houses into Homes Scheme, Powys, Flintshire and Anglesey County Council's empty property loan schemes).

3 Existing loan schemes have a number of issues which mean that, in some instances they don't necessarily deliver a supply of good quality, affordable private rented housing. For example the three year repayment condition of the Houses into Homes Scheme, may mean that the loan doesn't make the package stack up for some owners and in other cases the conditions of the loan don't specifically tie the owner or landlord into providing affordable accommodation for a period of time.

3 For a number of reasons, including the impending changes to homelessness responsibilities, local authorities will need to develop an increased supply of good quality, affordable privately rented accommodation. Whilst there will be mixed views within most local authorities about providing scarce public resources to private landlords, the case needs to be made that the support is similar to the support provided to other businesses supported by the public sector and that by introducing loans rather than grants, the resources provided to landlords and property owners are repaid and can be re-used.

4 If a local authority is to introduce a loan scheme providing finance for landlords and property owners, it is important that any resources committed by the authority that aim to increase the supply of good quality, affordable private rented accommodation have sufficient conditions attached to them to ensure the use of the resources deliver the desired outcomes of the scheme not just in relation to housing condition but also being accessible at an affordable level.

Example Loan Schemes

4 Two example loan schemes have been developed by adapting existing loan schemes, as part of this project to cover two types of scenario. The first is a scheme based on a legal charge which is placed on the property, until such time as the loan is repaid. The second is a loan which forms part of a management agreement.

Loan scheme based on a legal charge

5 The first scheme is based on the loan agreement which forms the Houses into Home Scheme. In summary, the agreement (which is attached at Appendix 1) requires the landlord to undertake works to the property to bring it up to an acceptable condition and requires the landlord to let the property at a rent no more than the Local Housing Allowance (LHA) rate for a property of that size and in that location. A legal charge is placed on the property, the duration of which is to be determined by the local authority and the loan is repaid to the authority at the end of the agreement.

6 This scheme is most suited for self-managing landlords. The scheme does not guarantee that the landlord will let the property to some-one in housing need nominated by the Council but ensures that the property is let at an affordable rent level. The scheme could be extended to require the landlords:

- to let the property to a person nominated by the local authority
- to accept a paper based bond rather than a cash deposit
- to let the property via a social lettings agency for the period of the loan.

Loan as part of a management agreement

7 The second scheme is a loan paid to landlords who let their property via a Social Lettings Agency, and is based on the management agreement used by Carmarthenshire County Council's Social Lettings Agency. A copy of the agreement is attached at Appendix 2.

8 The loan is paid by the social lettings agency to the property owner at the start of the agreement, for the purpose of undertaking repairs to the property to bring it up to a condition where it can be let. The loan would be paid to the landlord at the start of the agreement and the landlord would make repayments each month, which would be deducted from the sum paid to them. The loan repayments would be calculated on the basis of a payment being made each month for the life of the agreement. Where a property owner terminates the agreement or sells the property, they will be required to repay the whole of the loan sum, less any repayments made during the term of the agreement.

9 This scheme could be used by a local authority which has an in-house social lettings agency. The agreement could also be used where a third sector agency provides the social lettings agency function in the area and where the local authority provides the funding to the agency to make the loan to the landlord and collect the repayments.. In such circumstances a written agreement will need to be established between the local authority and the social lettings agency.

Opportunities to vary the loan schemes

10 Both agreements provide the local authority or social lettings agency with discretion to negotiate the term of the agreement. In addition both schemes provide a 'no interest' loan and local authorities/social lettings agencies could consider introducing interest, although this would make the scheme more administratively complex to administer.

11 It is recommended that before using either of the loan schemes, local authorities and social lettings agencies seek legal advice on the contents of the agreements.

Landlord Loan with Legal Charge on Property

DATED 20XX

THE XXXX COUNCIL

and

[NAME OF INDIVIDUAL]

*

LOAN FACILITY AGREEMENT

[PROPERTY FOR LOAN]

*

[]

[LEGAL NUMBER]

DATED 20XX

Landlord Loan Scheme Initiative Loan Facility Agreement

Parties: This is a Deed of agreement made between:

(1) THE XXX COUNCIL, address 1, address 2 post code

and

* (2) [] First Names: [] ("the Borrower") of

[] address

* The Property: []

* Loan agreement number []

Term Loan

The Council offers and the Borrower accepts a term loan facility on the following terms and conditions.

1 Loan Amount

* The loan amount is [£] amount and words] (the "Loan").

2 Purpose

The Loan shall be used to assist with various works approved by the Council in respect of to the Property to ensure that it provides good quality, affordable, energy efficient residential accommodation and to be carried out in accordance with the specification agreed by the Council and set out in Appendix 1 "the Schedule of Works" and any other conditions referred to in this Agreement (together referred to in this Agreement as "the Works") and for no other purpose. The term 'affordable' means that the rent charged on the property will be no more than the appropriate Local Housing Allowance rate for the type of accommodation, which is set by the Rent Officer Service each year.

3 Term

3.1 The Loan is provided by the Council to enable the property to be let on completion of the Works at the appropriate Local Housing Allowance Rate ("Loan to Let") the Term shall be (x years), subject to the terms and conditions of this Agreement, the period of time from the date of completion of this Agreement until:

3.2.1 the date of Disposal of the Property; or

3.2.2 [end date];
whichever is the shorter period.

4. **Drawdown**

4.1 Subject to the terms and conditions of this Agreement, the Loan will be paid by the Council to the Borrower within 10 working days of receipt by the Council of notification from HM Land Registry that the legal charge document has been registered against the Borrower's Title.

5. **Interest**

5.1 If there is default under the terms of clause 12 hereof interest at a rate of (Standard National Rate) % per year will be payable on the Loan by the Borrower to the Council from the date of payment of sums to the Borrower under the Loan until such sums are repaid. This rate is the higher of the standard national rate and the applicable local average rate at the date of this agreement. Where the standard national rate or local average rate change the Council may change the interest rate applicable under this agreement so that it remains the higher of the standard national rate and the applicable local average rate as may be varied from time to time. Any such variation will be made in accordance with the provisions of Schedule 16 of the Housing Act 1985.

5.2 Interest will be calculated daily and will be based on the full amount of the Loan outstanding.

5.3 The Council will notify the Borrower in writing at least two weeks prior to a due date for the payment of interest under this Agreement of the amount of interest due on that date.

6. **Repayment**

6.1 The Borrower agrees to repay the Loan in monthly instalments and complete the repayment of the loan by [insert date] unless an event of default as set out at clause 12.1 of this Agreement occurs before the date on which the Loan is due to have been repaid in full, in which case the Borrower agrees to repay the Loan immediately.

6.3 The Borrower may prepay the Loan or any part of the Loan at any time. No amount prepaid may be redrawn.

7. **Security**

7.1 The repayment of all monies at any time owing in respect of the Loan (whether by way of principal, interest, fees or otherwise) will be secured by the security of an all monies legal charge (the "Legal Charge") on the Property in such form as is attached to this Agreement at Appendix 3.

7.2 The provisions of this Agreement are conditional upon and shall not take effect until the completion of the Legal Charge and if the Legal Charge shall not be completed within 84 days from the date of this Agreement then this Agreement shall forthwith upon the expiry of the said period of 84 days absolutely determine and cease to have effect.

8. **Payments**

- 8.1 All payments to be made by the Borrower under this Agreement shall be made in full without any set off or counterclaim whatsoever and (save as required by law) free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description. If the Borrower is required at any time by any applicable law to make any such deduction from any payment, the sum due from the Borrower in respect of such payment shall be increased by such amount as will result, notwithstanding the making of such deduction, in the Council's receipt on the due date for payment of each amount of a net sum equal to the sum that the Council would have received had no such deduction been required to be made.
- 8.2 If any payment would otherwise be due on a day which is not a day on which banks are generally open for business in London ("a business day"), the next following business day shall be substituted.

9. **Expenses**

- 9.1 The Borrower will pay to the Council on demand all expenses (including legal and out-of-pocket expenses and together with Value Added Tax if any thereon) on a full indemnity basis incurred by the Council in connection with any amendment or extension of and the granting of any waiver or consent under and the discharge of this Agreement and/or the Legal Charge and/or in contemplation of or otherwise in connection with the enforcement of or preservation of any rights under this Agreement and/or the Legal Charge or otherwise in respect of any monies owing under or in respect of the Loan.
- 9.2 The Borrower will pay a Land Registry fee for the registration of the Legal Charge at the Land Registry and any Companies House fee for the registration of the Legal Charge at Companies House, on returning this Agreement and the Legal Charge to the Council.

10. **Completion of the Works**

- 10.1 The Borrower agrees to complete the Works by:
 - 10.1.1 the first day on which [twelve (12)] months will have passed since the completion of this Agreement; or
 - 10.1.2 where an alternative date to that set out in sub-clause 10.1.1 is agreed by the Council in accordance with sub-clause 10.2, such date ("the Completion Date").
- 10.2 The Council may in its absolute discretion and in exceptional circumstances upon receipt of a written application from the Borrower agree to a date by which the Borrower must complete the Works which is later than the date set out in sub-clause 10.1.1. The Council will notify the Borrower of such date in writing.

11. Representations and Warranties

11.1 The Borrower represents warrants and undertakes to the Council, on the date of the Borrower's acceptance of this Agreement (with reference to the facts and circumstances then existing), as follows:

- 11.1.1 There are no pending or to the Borrower's knowledge threatened actions or legal proceedings affecting the Borrower which may have a material adverse effect on the Borrower's ability to repay the Loan;
- 11.1.2 The Borrower is not in breach of or in default under any agreement or obligation relating to (or analogous to) financial indebtedness;
- 11.1.3 No event or circumstance referred to in Clause 12.1 below will occur, or has occurred and is continuing;
- 11.1.4 All factual information supplied to the Council in contemplation of the Loan was true as at its date and did not omit anything material, no change has occurred since the date of the information already supplied which renders it untrue or misleading and all statements of belief and opinion given by the Borrower to the Council were made in good faith after due and careful enquiry;
- 11.1.5 Each of the representations and warranties shall be continuing.

12 Events of Default

12.1 An event of default will occur if:

- 12.1.1 The Borrower fails to pay any sum payable under this Agreement when due; or
- 12.1.2 The Property is not, or the units comprising the Property are not, made available for rent and the appropriate Local Housing Allowance Rate within 12 weeks of the Completion Date; or
- 12.1.3 The Borrower commits any breach of any undertaking contained in or of any other provision of this Agreement and either such breach is in the Council's opinion not capable of remedy or such breach is in the Council's opinion capable of remedy and is not remedied within 21 days after the date of notice by the Council to the Borrower requiring remedy; or
- 12.1.4 Any representation or warranty made or deemed to be made by the Borrower in or pursuant to this Agreement is or proves to have been untrue or incorrect in any material respect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time; or
- 12.1.5 This Agreement is or becomes unlawful or unenforceable in any respect; or
- 12.1.6 Any consent referred to above is withdrawn or materially and adversely qualified; or

- 12.1.7 The Borrower becomes insolvent or is unable to repay his debts; or
- 12.1.8 A receiver or administrative receiver or administrator or trustee in bankruptcy or supervisor shall be appointed over all or any of the Borrower's assets; or
- 12.1.9 A petition shall be presented, or a resolution passed or proposed, for the winding up of the Borrower or appointment of an administrator or trustee in bankruptcy or supervisor of the Borrower; or
- 12.1.10 An order shall be made for the winding up of the Borrower or appointment of an administrator or trustee in bankruptcy or supervisor of the Borrower; or
- 12.1.11 A proposal shall be presented or made for a voluntary arrangement of the Borrower, or a resolution passed or order made in readiness for such a proposal, or the Borrower applies for an interim order for a voluntary arrangement; or
- 12.1.12 Where the Borrower is an individual, he dies; or
- 12.1.13 Where the Borrower is a partnership, the partnership is dissolved.

12.2 The Council may (without prejudice to any of its other rights) upon and at any time after the occurrence of an event of default, so long as the same is continuing, by notice to the Borrower:

- 12.2.1 Declare that the Council's commitment and any obligation of the Council's to make any advance under this Agreement shall be terminated, whereupon such commitment shall be reduced to zero and such obligation shall be terminated forthwith; and/or
- 12.2.2 Declare that the Loan has become immediately due and payable, and demand that the Borrower shall forthwith repay the same together with all interest accrued and all other sums payable under this Agreement.

12.3 The Borrower will notify the Council forthwith in writing of the occurrence of any of the events specified in this clause 12.

12.4 The Borrower shall indemnify the Council on demand against any loss, damage or liability incurred by the Council as a consequence of any event of default under clause 12.1 and any acceleration of the repayment of the Loan under clause 12.2.2. The Council's certificate of any amounts due to the Council under this clause 12.4 shall be conclusive unless manifestly incorrect.

13. Severance

If at any time any of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law or resolution of any jurisdiction neither the legality, validity and enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction shall be in any way affected or impaired as a result.

14. **Waiver**

No delay or failure by the Council in exercising any right or remedy shall be construed or take effect as a waiver or release of that right or remedy or of any other right or remedy and the Council shall always be entitled to exercise all its rights and remedies unless the Council shall have expressly waived them in writing.

15. **Assignment**

The Borrower may not assign or transfer all or any of his rights or obligations under this Agreement. The Council may at any time(s) assign or transfer all or any of its rights and obligations under this Agreement without the Borrower's consent.

16. **Law and Jurisdiction**

- 16.1 This Facility shall be governed by, and construed in accordance with, English law.
- 16.2 The Borrower irrevocably agrees that the courts of England and Wales shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of such courts.

17. **Notices**

- 17.1 Every notice or other communication under this Agreement shall be in writing and may be delivered personally or by letter despatched to the Borrower or the Council, as the case may be, at their respective address stated at the head of this Agreement or to such other address as may be notified by either of them to the other for such purpose.
- 17.2 In the event of a court claim being issued in relation to this contract the claim form may be served by the Council on the Borrower by posting the claim form to the Property or by leaving it at the Property
- 17.3 Every notice or other communication shall be deemed to have been received (if sent by post) 24 hours after despatch or (if delivered personally or sent by telex or facsimile) at the time of delivery or despatch if during normal business hours and otherwise at the opening of business on the next succeeding working day.

18. **General**

- 18.1 The Council's rights will not be affected by any forbearance as concession made by the Council to the Borrower.
- 18.2 If the Borrower is more than one person their obligations will be binding on each person separately and all persons jointly.

19. **Acceptance**

- 19.1 This Agreement is accepted by the Borrower signing without amendment this Agreement and the duplicate of it and the Legal Charge and returning them to Legal Services at Council Offices, Address 1, Address 2, Post code.
- 19.2 If the Council does not receive such signed Agreement and duplicate and the signed Legal Charge within 12 weeks the Council's offer of the Loan will lapse without any liability or commitment on the Council's part.

20. **Confirmation**

- 20.1 The Borrower confirms that he has obtained independent legal advice on the terms of and his obligations under this Agreement and the Legal Charge, the form of which is attached at Appendix 3.
- 20.2 The Borrower accepts the offer of the Loan on the terms and conditions set out in the Agreement (including the Legal Charge) and agrees to perform all his obligations in respect thereof.

IN WITNESS WHEREOF this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first before written

THE COMMON SEAL of THE XXX COUNCIL was hereunto)
affixed to this Deed in the presence of:-)

An Authorised Signatory

A Member of The XX Council

SIGNED AS A DEED AND DELIVERED)
ON THE DATE HEREOF by the said)
[in the presence of:]

Witness:.....

Name:.....

Address:

.....

.....

*

Occupation:.....

APPENDIX 1

SCHEDULE OF WORKS

APPENDIX 2

LANDLORD LOAN SCHEME STANDARD

Criterion A: It meets the current statutory minimum standard for housing

To be fit, a dwelling should be free of category 1 hazards as assessed through the Housing Health and Safety Rating System.

Criterion B: It is in a reasonable state of repair

A dwelling satisfies this criterion unless:

- one or more key building components are old and, because of their condition need replacing or major repair; or
- two or more other building components are old and, because of their condition need replacing or major repair.

A building component can only fail to satisfy this criterion by being old and requiring replacing or repair. A component cannot fail this criterion based on age alone.

Building components

Building components are the structural parts of a dwelling (e.g. wall structure, roof structure), other external elements (e.g. roof covering, chimneys) and internal services and amenities (e.g. kitchens, heating systems).

Key building components are those which, if in poor condition, could have an immediate impact on the integrity of the building and cause further deterioration in other components.

They are the external components plus internal components that have potential safety implications and include:

- external walls;
- roof structure and covering;
- windows/doors;
- chimneys;
- central heating boilers;
- gas fires;
- storage heaters;
- plumbing; and
- electrics.

Lifts are not considered to be a key component unless the lift or the lift shafts have a direct effect upon the integrity of the building.

If any of these components are old and need replacing, or require immediate major repair, then the dwelling is not in a reasonable state of repair.

Other building components are those that have a less immediate impact on the integrity of the dwelling. Their combined effect must therefore be considered, with a dwelling not being in a reasonable state of repair if two or more are old and need replacing or require immediate major repair.

Old and in poor condition

A component is defined as 'old' if it is older than its standard lifetime. Components are in poor condition if they need major work, either full replacement or major repair.

One or more key components, or two or more other components, must be both old and in poor condition to render the dwelling non-decent on grounds of disrepair. Components that are old but in good condition or in poor condition but not old would not, in themselves, cause the dwelling to fail the standard.

A building component, which requires replacing before it reaches its expected lifetime has failed early. Under the terms of the definition, this early failure does not render the dwelling non-decent.

Criterion C: It has reasonably modern facilities and services

A dwelling is considered not to meet this criterion if it lacks three or more of the following facilities:

- a kitchen which is 20 years old or less;
- a kitchen with adequate space and layout;
- a bathroom which is 30 years old or less;
- an appropriately located bathroom and WC;
- adequate external noise insulation; and
- adequate size and layout of common entrance areas for blocks of flats.

A kitchen failing on adequate space and layout would be one that was too small to contain all the required items (sink, cupboards, cooker space, worktops etc) appropriate to the size of the dwelling;

An inappropriately located bathroom and WC is one where the main bathroom or WC is located in a bedroom or accessed through a bedroom (unless the bedroom is not used or the dwelling is for a single person). A dwelling would also fail if the main WC is external or located on a different floor to the nearest wash hand basin, or if a WC without a wash hand basin opens on to a kitchen in an inappropriate area, for example next to the food preparation area;

Inadequate insulation from external airborne noise would be where there are problems with, for example, traffic (rail, road and aeroplanes) or factory noise.

Inadequate size and layout of common entrance areas for blocks of flats would be one with insufficient room to manoeuvre easily for example where there are narrow access ways with awkward corners and turnings, steep staircases, inadequate landings, absence of handrails, low headroom etc.

In some instances there may be factors which may make the improvements required to meet the Houses into Homes standards' challenging, or impossible, factors such as physical or planning restrictions. Where such limiting factors occur the property should be assessed to determine the most satisfactory course of action in consultation with the relevant body or agency so as to determine the best solution. The outcome may determine that some improvements may be possible even if all are not.

A dwelling would not fail this criterion, where it is impossible to make the required improvements to components for physical or planning reasons.

Criterion D: It provides a reasonable degree of thermal comfort

The definition requires a dwelling to have both efficient heating; and effective insulation.

Efficient heating is defined as any gas or oil programmable central heating; or electric storage heaters; or warm air systems; or under floor systems; or programmable LPG/solid fuel central heating; or similarly efficient heating systems which are developed in the future.

The primary heating system must have a distribution system sufficient to provide heat to two or more rooms of the home. There may be storage heaters in two or more rooms, or other heaters that use the same fuel in two or more rooms. Even if the central heating system covers most of the house making a dwelling decent, under the HHSRS the home should be warm enough for the occupant.

Heating sources, which provide less energy efficient options fail the Houses into Homes standard. Programmable heating is where the timing and the temperature of the heating can be controlled by the occupants.

Because of the differences in efficiency between gas/oil heating systems and the other heating systems listed, the level of insulation that is appropriate also differs:

For dwellings with gas/oil programmable heating, cavity wall insulation (if there are cavity walls that can be insulated effectively) and at least 50mm loft insulation (if there is loft space) is an effective package of insulation.

For dwellings heated by electric storage heaters/LPG/programmable solid fuel central heating a higher specification of insulation is required: at least 200mm of loft insulation (if there is a loft) and cavity wall insulation (if there are cavity walls that can be insulated effectively).

A SAP rating of less than 35 (using the 2001 SAP methodology) has been established as a proxy for the likely presence of a Category 1 hazard from excess cold.

Criterion E: It provides affordable housing

The rent for the property will not exceed the Local Housing Rate for the type of accommodation.

Local Housing Allowance (LHA) is a means tested flat rate benefit paid to claimants to help them meet their housing costs. The rate of paid to a claimant is dependent upon their household size and the location of the property.

LHA rates are set by the Rent Officers Wales each year and are based on rents in the broad housing market area that property is located in. LHA rates are based on the 30th percentile of rents for comparable properties in an area.

More information about LHA rates can be found at

<http://wales.gov.uk/topics/housingandcommunity/housing/private/renting/rentofficers/publications/?language=en>

APPENDIX 3

EXAMPLE ONLY

DATED 20XX

THE XXXXX COUNCIL

And

INSERT APPLICANT

LEGAL CHARGE

INSERT ADDRESS
INSERT LEGAL CASE NUMBER

LEGAL CHARGE

This Legal Charge is made on the [Date] between the Owner and XX Council of [Insert address] (the "Council")

Date:

The Owner: [Insert name and address and (where company) registered address and number]

The Property:

Freehold or Leasehold:

Land Registry Title Number:

Loan Facility Amount:

The Works: *(Provide brief description of the works e.g. conversion of the Property into X units of accommodation)*

Loan agreement number

The Owner hereby applies to the Chief Land Registrar to enter on registration of this Legal Charge in the register a restriction that (except under an Order of the Registrar):

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [Date] in favour of XX Council referred to in the charges register or, if appropriate signed on such proprietor's behalf by it's secretary or conveyancer."

3.1 WHEREAS

- (1) The Owner is the estate owner of the property described on page one overleaf (the "Property")
- (2) The Council has agreed to make available a loan facility amount as described on page one overleaf to the Owner (the "Loan Facility"), repayable in accordance with the Loan Facility Agreement and by the Redemption Date.
- (3) The Owner has applied to the Council to exercise its powers under the Regulatory Reform (Housing Assistance)(England and Wales) Order 2002 & Local Government Act 2000 by granting the Loan Facility to the Owner for the purpose of financing various approved works as described on page one overleaf (the "Works") and the Ancillary Costs and the Council has accordingly agreed to advance the Loan Facility subject to the Owner entering into the obligations and conditions contained below and of the Loan Facility Agreement.

(4) The Owner has agreed to grant such security to the Council as is hereinafter mentioned as well as for monies (if any) now owing as for any monies which may hereafter and during the continuance of this security become owing by the Owner to the Council as described below.

THIS DEED WITNESSES as follows:-

1. **Definitions**

In this Deed:

1.1 'Ancillary Costs' means costs previously approved in writing by the Council in the nature of proper and reasonable professional fees and other fees charges and disbursements incidental to the preparation supervision and carrying out of the Works and the preparation settlement completion and registration of this Deed

1.2 'Disposal' means transfer, lease for a term of seven years or more, or other disposition of property registrable at HM Land Registry

1.3 'Interest Rate' STANDARD NATIONAL RATE%, or such other rate as the Council may notify the Owner in accordance with the Loan Facility Agreement

1.4 'Loan Facility Agreement' means the agreement made between the Owner and the Council setting out the terms of the payment of the Loan Facility and made on or around the date of this Legal Charge

1.5 'Loan to Let' means the Loan Facility where obtained in relation to a property to be let on completion of the Works

1.6 'Redemption Date' means the date by which the Loan Facility must be repaid in accordance with the Loan Facility Agreement and is:

- 1.6.2.1 AGREED REPAYMENT DATE; or
- 1.6.2.2 the date of the Disposal of the Property; or
- 1.6.2.3 where the Property is to be converted into more than one unit, the first date by which there has been a Disposal of a sufficient number of such units to obtain gross sale proceeds from such Disposal amounting to or in excess of the amounts outstanding under the Loan Facility at the time of Disposal; or
- 1.6.2.4 the date of an event of default as set out in the Loan Facility Agreement;

whichever is the earlier.

1.7 In this Deed where the context so admits:

- (a) "the Owner" includes any person deriving title under it or him (but shall not include any other chargee or encumbrancer of the Property)

(b) Words importing the masculine gender only include the feminine and words importing the singular only include the plural and vice versa.

2. The Owner with full title guarantee hereby charges the Property by way of legal mortgage and any equitable interest therein by way of equitable mortgage with payment to the Council pursuant to the terms on which each sum was or sums were advanced or in the absence of any such terms upon demand (but subject as hereinafter appears) of all and every sum or sums of money for which these presents are declared to be a security.
3. These presents shall be a security to the Council for the payment to the Council and discharge of all monies owed and due by the Owner to the Council under the Loan Facility Agreement, this Legal Charge, and any other agreement expressed to be secured by this Legal Charge.
4. This Charge shall be a continuing security notwithstanding any payment or the settlement of any account or any other matter or thing. If the Council receives notice (actual or constructive) of any charge mortgage or any other encumbrance affecting the Property other than previously notified or any part thereof then as from and after the date on which the Council receives or is deemed to receive such notice ("the date of notice") any payment by the Owner to the Council shall (notwithstanding any legal or equitable rule or presumption to the contrary) be deemed to have been placed to the credit of a new or separate account deemed to have been opened by the Owner with the Council (unless such payment has in fact been placed to a new or separate account) and shall not go in the reduction of the amount owing by the Owner to the Council at the date of notice.
5. The Owner covenants duly and punctually to pay and discharge to the Council (when they become due for payment) all monies which now are or shall at any time hereafter be due owing or incurred by the Owner to the Council under this Legal Charge, the Loan Facility Agreement and any other agreement expressed to be secured by this Legal Charge, on any account or in any manner whatsoever whether actually or contingently and whether solely or jointly with any other person firm or company and whether due from the Owner as guarantor indemnifier or principal debtor including but without limitation any costs, charges and expenses owed to, or incurred directly or indirectly by, the Council under this Legal Charge, the Loan Facility Agreement and any other agreement expressed to be secured by this Legal Charge, including costs incurred in respect of action taken by the Council with respect to a stranger to this security, or any agreement providing security for all or any part of the sums secured by this Legal Charge or owed under the Loan Facility Agreement or other agreement expressed to be secured by this Legal Charge and all costs in relation to the enforcement of any such security, all such costs, charges and expenses to be calculated and paid on a full and unlimited indemnity basis, and all interest, commissions, fees and bank and discount charges payable in respect of any of the foregoing; and all such payments shall be made in accordance with the terms of this Legal Charge and the Loan Facility Agreement and any other agreements expressed to be secured by this Legal Charge.

6. The Owner hereby covenants with the Council as follows:-

- (1) At all times during the continuance of this security to keep all buildings erected or in the course of erection upon the Property including all fixtures and additions thereto in good and substantial repair and condition to the satisfaction of the Council and to permit the Council or its agents with or without workmen and others at all reasonable times to enter into or upon the Property and any building on the Property and examine the state and condition thereof and forthwith to repair and make good all defects and wants of reparation of which notice in writing shall be given to the Owner by the Council and in case of default to permit the Council to enter thereon and effect such repairs and making good as the Council may consider necessary and so that all monies expended by the Council in effecting such repairs and making good shall be deemed to be costs charges and expenses properly incurred by the Council hereunder and shall be reimbursed to the Council by the Owner forthwith on demand together with interest at the Interest Rate from the date such monies were expended until reimbursement thereof and until reimbursed such monies and interest shall be charged upon the Property;
- (2) As long as any monies remain owing on this security to insure and keep insured all buildings on the Property in the joint names of the Owner and the Council (or with a note of the Council's interest endorsed on the policy or policies of insurance) against loss or damage caused by fire flood explosion lightning impact or aircraft and such other perils or risks as shall be required by the Council in its full reinstatement value with some insurance office or underwriters approved by the Council (such approval not to be unreasonably withheld) and to make all payments required for the purpose as and when the same shall become due and when required by the Council to deliver up to it the policy or policies of such insurance and the receipt for each such payment AND if the Owner shall fail to perform any of his (or their) obligations under this clause and if the Council shall thereupon insure (as it shall be entitled so to do) the said buildings or any of them the Owner will on demand reimburse to the Council all payments made by it for that purpose together with interest at the Interest Rate from the date on which such payments were made until reimbursement and all such monies and interest shall be charged upon the Property PROVIDED that the Council may require any monies received by virtue of such insurance to be applied in or towards making good the loss or damage in respect of which the said monies are received or in or towards the discharge of any principal money or interest secured hereby and the Owner shall hold any such monies received from such insurance in trust for the Council;
- (3) Not without the previous consent in writing of the Council to erect make or maintain or suffer to be erected or maintained on the Property or any part thereof any additional building erection or improvement or to demolish all or any part of the Property (save in compliance with any order to that effect by any public authority including the Council) or to make or suffer

to be made any material change or addition whatsoever in or to the use of the Property or any part thereof and also if the Council shall consent in writing as aforesaid will duly apply to the local planning authority as defined by the Town and Country Planning Act 1990 for any necessary permission to erect make or maintain such building erection improvement material change or addition on behalf of the Council and all other persons (if any) for the time being interested in the Property and will give to the Council immediate notice of such permission if granted and also at all times to indemnify and keep indemnified the Council against all proceedings costs expenses claims and demands whatsoever in respect of the said application;

- (4) To give full particulars to the Council of any notice or order or proposal for a notice or order served on or issued or made to the Owner by a planning authority or by any other governmental local or public authority or undertaking in relation to the Property within seven days of receipt of the same and if so required by the Council produce such notice to the Council and without delay to take all reasonable or necessary steps to comply with any such notice or order and also at the request of the Council and at the cost of the Owner to make or join with the Council in making such objection or representation against or in respect of any proposal for such a notice or order as the Council shall deem expedient. Where in any such case a payment must be made by the Owner the Owner will produce to the Council the receipt for payment. If the Owner fails to make any such payment then the Council may discharge it. Any money expended shall accrue interest at the Interest Rate from the time the payment is made by the Council and shall be repayable by the Owner on demand and such money and the interest on it shall be charged on the Property;
- (5) Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Property required to be omitted or done by the Town and Country Planning Act 1990 or which shall contravene the provisions thereof or any of them and at all times hereafter to indemnify and keep indemnified the Council against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing contravening the Town and Country Planning Act 1990;
- (6) Not without the consent in writing of the Council to create any further charge or encumbrance affecting the Property ranking pari passu with or in priority to this Legal Charge;
- (7) To observe and perform all the covenants conditions and stipulations contained in any lease of the Property held by the Owner and in any subsisting prior charge to which the Property is subject and to give full particulars of any notice served on the Owner by any lessor mortgagee or chargee within seven days of the receipt of the same;

- (8) To pay all taxes charges and other outgoings in respect of the Property;
- (9) To notify the Council immediately upon receipt by the Owner of any compensation or similar money in relation to the Property and unless the Council shall otherwise decide apply such money in or towards repayment of the monies secured by this Legal Charge;
- (10) To provide the Council on demand with copies of the receipts for expenditure incurred in carrying out the Works;
- (11) On completion of the Works to keep the Property in good repair and condition and to let it at a rent which doesn't exceed the Local Housing Allowance rate for the type of property and location;
- (12) To notify the Council immediately as the Redemption Date has occurred.

7. The Owner hereby agrees and declares with the Council as follows:-

- (1) That all costs charges and expenses properly incurred hereunder by the Council expressly including any costs charges or expenses incurred or paid by the Council by virtue of or in connection with any act matter or thing arising under or by virtue of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof and any orders regulations directions and notices made or served thereunder whether or not occasioned by any act neglect or default of the Owner shall together with interest thereon at the Interest Rate from the date the same were incurred until the date of payment to the Council be charged on the Property **PROVIDED** that the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Council may or but for the said charge would have for the monies thereby secured or any part thereof;
- (2) If any building thereon or any system of drainage or public services intended or capable of being used in connection with the Property shall remain unfinished or not connected the Council may at any time construct make up complete or connect the same and for such purpose the Council shall be at liberty to employ contractors builders workmen and others and purchase all proper materials as it may in its absolute discretion deem fit and any monies expended by the Council in respect of any of the aforesaid matters shall on demand be repaid by the Owner with interest at the Interest Rate from the respective times at which such monies shall have been expended until repayment thereof together with interest as aforesaid and until such repayment such monies and interest shall be a charge on the Property;

8. The statutory power of sale and of appointing a receiver shall apply to this Legal Charge free from the restrictions imposed by Sections 103 and 109(1) of the Law of Property Act 1925 but the Council will not exercise such powers unless:-

- (a) there has been a breach of some provision contained or incorporated in this Legal Charge or the Loan Facility Agreement or implied by statute on the part of the Owner to be observed and performed; or
- (b) any monies payable hereunder or secured hereby shall be or become due and payable and remain unpaid.

9. (1) The whole of the monies payable or to become payable hereunder or secured hereby shall immediately become due and payable and the Council shall demand that the Owner shall forthwith repay the same together with all interest accrued and all other sums payable under the Loan Facility Agreement and this Legal Charge:

- (a) if any of the monies obligations and liabilities secured by this Legal Charge shall not be paid or discharged by the Owner in accordance with clause 5 and the Loan Facility Agreement; or
- (b) if the Owner shall be in breach of any provision of this Legal Charge or of the Loan Facility Agreement secured by this Legal Charge; or
- (c) any other event shall take place which in the opinion of the Council puts in jeopardy all or any part of the security created by this Legal Charge.

(2) The provisions of Clause 9(1) shall be in addition to and not in substitution for any other provisions at any time agreed between the Owner and the Council relating to the payment of money hereby secured.

10. The statutory power of sale is hereby extended so as to authorise the Council to sell the Property or any part thereof subject to a provision that the purchase money or any part thereof shall be payable (with or without interest) by instalments of such amount over such period and at such times as the Council may think proper and so that the contract for sale may contain such provisions permitting the purchaser to enter into possession and for securing the payment of the purchase money and any interest thereon and enable the Council to rescind the contract and to resell and such other provisions (whether of a nature similar to those before mentioned or not) as the Council may think proper.

11. The Owner irrevocably and by way of security appoints the Council to be its Attorney (with full power to appoint substitutes and to sub-delegate including power to authorise the person so appointed to make further appointments in both cases with regard to all or any part of the Property) on behalf of the Owner and in its name or otherwise to execute any document or do any act or thing which the Council (or such substitute or delegate) may in its absolute discretion consider appropriate in connection with the exercise of any of the powers of the Owner or which the Owner is obliged to the Council to execute or do whether hereunder or otherwise.
12. Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge .
13. If the Council takes possession of the Property the Council is hereby authorised as agent for the Owner if the Council so elects to remove warehouse store sell or otherwise deal with any moveable plant machinery, furniture goods and equipment ("the Equipment") which the Owner shall fail or refuse to remove from the Property within seven days of being requested so to do and the Council shall not be liable to the Owner for any loss or damage occasioned thereby. The Owner shall indemnify the Council against all costs and expenses incurred in respect of the Equipment pursuant to the terms hereof and against all liability to any third party in respect of the Equipment and all such costs and expenses shall be charged upon the Property together with interest at the Interest Rate. The Council shall account to the Owner (or to any person with prior entitlement thereto) for the proceeds of any such sale after deducting any selling and other expenses. The Council shall not be liable to the Owner with regard to any such sale or for failure to obtain a proper price provided that the Council acted in good faith. It is hereby agreed and declared that this clause shall not have the effect of creating any charge over the Equipment.
14. All costs including value added tax and disbursements (on an indemnity basis) of any legal proceedings and any other action to enforce the terms of these presents shall be paid by the Owner on demand and such monies with interest at the Interest Rate shall be charged upon the Property.
15. The Owner assigns to the Council (to the extent that the same are assignable and subject to redemption) the benefit of any right agreement indemnity covenant charge remedy or money payable (whether by way of compensation or otherwise) relating to the Property or to the services to it and such benefit shall be freely assignable by the Council to any purchaser from the Council or to any transferee of this Legal Charge.
16. Any notice required or authorised by this Legal Charge or by Statute to be given to or to be served on the Owner shall be in writing and shall be sufficiently served if it is served in any manner in which a notice may be served on a mortgagor under Section 196 of the Law of Property Act 1925 or if it is sent by ordinary prepaid post addressed to the Owner at his last known address and a notice so

served shall be deemed to have been served on the day following that on which the letter containing such notice shall have been posted.

17. Any notice required or authorised by this Legal Charge to be given to the Council shall be in writing and shall be sufficiently served if it is posted and addressed to the Council at the address provided at the head of this Legal Charge and the proper postage is prepaid and in every case the notice shall be deemed to be served when correctly delivered.
18. The Legal Charge hereby created is in addition to any other security or securities now or hereafter held by the Council and where this Legal Charge initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Legal Charge operates as a collateral or further security this Legal Charge shall in respect of any money which was originally intended to be secured be an independent security for any of such money.
19. Notwithstanding any other provision of this Legal Charge:
 - (1) this Legal Charge does not secure the payment or discharge of any monies from time to time owing or payment under any Regulated Agreement or the performance of the obligations from time to time of the debtor or hirer (as the case may be) under any Regulated Agreement
 - (2) any monies from time to time owing or payable under any Regulated Agreement are excluded from the monies secured by this Legal Charge
 - (3) any covenant or agreement expressed or implied in this Legal Charge by any party hereto to pay or to guarantee the payment of any sum or to provide any indemnity shall not apply to any monies from time to time owing or payable under any Regulated Agreement or to the performance of the obligations from time to time of the debtor or the hirer (as the case may be) under any Regulated Agreement.

For the purposes of this clause the words "Regulated Agreement" mean any agreement entered into on before or after the execution hereof which for the time being is a regulated agreement within the meaning of the Consumer Credit Act 1974 or any modification replacement or re-enactment thereof.

20. No variation to this Legal Charge will be effective unless recorded in writing and so executed by both parties.

21. If any provision of this Legal Charge is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or if that is not possible it shall be severed from this Legal Charge and the remaining provisions of this Legal Charge shall remain in full force and effect.
22. No delay or forbearance on the part of the Council in enforcing observance or performance by the Owner or giving of time or indulgence to the Owner shall release or discharge or exonerate or in any way affect the liability of the Owner under this Legal Charge.
23. The Owner warrants to the Council that he has taken independent legal advice on the terms of and his obligations under this Legal Charge.
24. This Legal Charge does not create any rights enforceable by any person not a party to it by reason of the Contracts (Right of Third Parties) Act 1999.
25. This Legal Charge shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Deed has been executed by the Council and the Owner and is intended to be and is hereby delivered on the date first above written

The Common Seal of

THE XXX COUNCIL was affixed to this Deed in the presence of:-

.....
An Authorised Signatory
A Member of the XX Council

AND

[WHERE THE BORROWER IS AN INDIVIDUAL]

Executed and delivered as a deed by

THE OWNER

In the presence of:-

Witness.....

Name.....

Address.....

.....

.....

Occupation.....

[OR]

[WHERE THE BORROWER IS A COMPANY]

Executed and delivered as a deed

for and on behalf of [Insert name of borrowing company]

by:

Director:

Director/Secretary

AGENCY AGREEMENT FOR MANAGEMENT OF A RENTED DWELLING

Dated:

Parties:

(1) Name and address of agency

And

("the Owner") xxxx

IT IS AGREED as follows:

1. Definitions

In this agreement the following expressions shall have the following meanings:-

"the Property"

xxx

"Contract Period"

means the period starting on the date of this agreement and continuing until **16th May 2015**

Unless this agreement is previously terminated in accordance with clause 7;

"the Fee"

Eight per cent of the per calendar monthly rent in respect of the Property during the Contract Period;

"the Account"

the Owner's bank or building society account⁶

[Name]

[Account no.]

[Bank/B Soc name and address]

(Sort Code)

Or as otherwise notified by the Owner to the Agency;

"Services"

means the services to be provided by the Agency in relation to the Property set out in clause 3.

1 Insert of agreement after both have signed it.

2 Insert full name of Owner.

3 Insert address for Owner, to which correspondence should be sent.

4 Insert full address of Property.

5 Insert end date.

6 Insert details of Owner's bank account.

(insert name) Social Letting Agency

1.2 Unless the context requires otherwise, neuter words shall include the masculine and the feminine and vice versa, and singular words shall include the plural and vice versa.

2. Appointment

- 2.1 The Owner appoints the (name of agency) Social Lettings Agency (henceforth referred to as the Agency) to be his agent to perform the Services during the contract Period.
- 2.2 During the Contract Period, the Agency will be the sole letting agent, and will be entitled to receive the Fee in respect of all the time that the Property is let during the Contract Period, irrespective of the introducer. By entering into this agreement the Owner confirms that no introduction of a prospective tenant has already been made and that he will not instruct any other agent to let the Property during the Contract Period.
- 2.3 The Agency will perform the Services with reasonable professional skill and diligence.
- 2.4 The Owner authorises the Agency to sign on his behalf any tenancy agreement of notice or other document relating to the letting or management of the Property.

3 The Services

- 3.1 In return for the Owner paying the Fee and complying with his obligation under this agreement, the Agency agrees to perform the following Services throughout the Contract Period.
 - (a) **Identify tenants** to identify tenants for the Property, being families in housing need, homeless or threatened with homelessness, so as to ensure, using its reasonable endeavours, that void periods are kept to a minimum.
 - (b) **Arrange tenancy agreements** to grant assured short hold tenancies of the Property in accordance with the Housing Act 1988, each tenancy being for a minimum period of six months and thereafter continuing until terminated in accordance with that Act, at a rent no greater than the Local Housing Allowance for the property at the commencement of the tenancy.
 - (c) **Outgoings** To use reasonable endeavours, by assisting tenants to making the necessary arrangements to transfer liability for Council Tax, gas, electricity, water, telephone and sewerage services

(insert name) Social Letting Agency

where available at the property to tenants for the duration of their tenancies

<p>(d) Local Housing Allowance</p> <p>(e) Collect sums due from tenants</p> <p>(f) Default by tenant</p>	<p>To use reasonable endeavours, where a tenant is eligible for Local Housing Allowance, by assisting the tenant to make and pursue the necessary application, and by supplying information about the tenancy to the relevant Council department, to ensure that Local Housing Allowance is claimed and the claim processed promptly.</p> <p>To use reasonable endeavours to collect all rents and other sums from time to time payable to the Owner in respect of the property.</p> <p>(i) To notify the Owner of every occasion when any sum of specified in clause (e) above has been outstanding and unpaid for 28 days. Subject to (ii) below, the Agency will account to the Owner for unpaid rent under clause 4.1 as if it had been paid. For the avoidance of any doubt the Agency will not account to the owner for any unpaid Service Charge</p> <p>(ii) Subject to (iii) below, if at the end of the tenancy the Property is not in the same condition as at the beginning of that tenancy, or any fixtures, fittings or furniture shown on the initial inventory are missing or not in the same condition, subject to fair wear and tear, the agency will meet the cost of putting them into that condition, up to a sum equal to months' gross rent.</p> <p>(iii) Provided that the maximum aggregate payment in respect of items (i) and (ii) for each tenancy shall be two months' gross rent. In agreeing to make these payments, the Agency is not providing any warranty as to the status or suitability of a tenant.</p>
---	--

(insert name) Social Letting Agency

(g) **Garden Maintenance** To inspect the garden(s) of the Property on a regular basis, and if the garden is not being properly maintained, to advise the tenants accordingly.

(h) **Maintenance** To inspect from the ground the state of repair of the exterior of the Property routinely and to inspect the state of the interior of the Property at similar intervals, to see if tenants are complying with the obligations of their tenancies.

Except in case of emergencies and out of Office hours, to notify the Owner of all reasonable necessary works of repair and maintenance of the Property, to seek the Owner's instructions as to the carrying out of those works, and upon receipt of such instructions (including provision for payment) to arrange for the works to be done.

Where general maintenance work is required but has not been undertaken within reasonable time scales the Agency will instruct its own contractors to undertake the work. The landlord will be liable for the costs of the work undertaken.

(i) **Loan** To provide the owner with a loan (where requested by the owner) to cover the costs of undertaking works to ensure that the property is in a suitable condition at the start of this agreement, up to £xxxx.

The loan will be repaid in monthly instalments. Repayments will be calculated to ensure that the loan will be repaid in full by the end of this agreement.

(insert name) Social Letting Agency

4 Financial Arrangements

4.1 Every month during the Contract Period, the Agency shall pay into the Account, after deducting the Fees and the expenses incurred by the Agency in arranging works following inspections in accordance with clause 3.1(h) and in providing maintenance in accordance with clause 3.1 (h), and any sums in relation to a loan paid to the owner in accordance with clause 3.1(i):-

- a. the rent received in respect of the Property (including Housing Benefit received on account of rent).
- b. sums due under clause 3.1(f)

4.2.1 The Agency shall pay into the Account the following additional sums (or will if appropriate account for them on calculating the money payable after deduction of Fees and expenses

- 4.2.1 In the event that in insurance claim by the Owner is necessary because of any act or omission of the Agency or a tenant during the Contract Period which claim is paid subject to an excess, the Agency will reimburse the Owner the amount of the excess, up to the sum of £100.00.
- 4.2.2 In the event that it is necessary for the Owner to take legal proceedings against a tenant of the Property to obtain possession and/or recover sums due to the Owner, the Agency will reimburse the Owner the cost incurred in taking proceedings, up to the sum of £200.00.

4.3 The Agency will maintain all reasonably necessary books, accounts and records, in particular so as to enable all necessary notices to be served on tenants of the Property.

4.4 The Agency will notify the Owner immediately of any occasion when it is unable to discharge any liability of the Owner or to pay sum due pursuant to clause 3.1(f) above or is unable to instruct contractors in respect of works within clauses 3.1(h) above on account of insufficiency of the sums collected and retained by it pursuant to clause 3.1.(d) and (e) above.

5 General Matters

5.1 The Agency will keep proper records concerning the Property, including details of tenants and their tenancy agreements, and will supply a copy to the Owner upon request.

5.2 The Agency will ensure that its records relating to the Property comply with the Data Protection Act 1998.

(insert name) Social Letting Agency

- 5.3 The Agency will notify the Owner of any apparent breach of any tenancy of the Property or of any unlawful or suspicious acts or omission or circumstances relating to the use or occupation of the Property which come to its attention. The Agency will also notify the Owner if it considers that legal action is required to recover any sums due, to recover possession of the Property, or to enforce any rights, obligations owed to the Owner. In such circumstances the Agency will provide the Owner or his solicitors with such assistance in producing evidence as they may reasonably require, and will if required attend Court to give evidence.
- 5.4 The Agency will deal with any reasonable enquiries made by tenants' association, or prospective tenants, or their respective professional advisers relating to the Property. The Agency will also respond to any tenant's notice, application or request, having sought instructions from the Owner if necessary in the circumstances.

6 Owner's Obligations

- 6.1 The Owner agrees with the Agency throughout the Contract Period to pay to the Council:
 - 6.1.1 The Fee:
 - 6.1.2 upon demand, all expenses properly incurred by the Agency in connection with maintenance under clause 3.1 (h) (where applicable):

And to permit the Agency to deduct all such sums from money due to the Owner when crediting it to the Account.
- 6.2 The owner must ensure that an Annual Gas Safety inspection is carried out by a Gas Safe Registered Engineer. This can be arranged by the Agency if required with the owner being responsible for the cost of any necessary works.
- 6.3 The owner must ensure that there is 24 hour emergency cover in place for heating and plumbing. The owner will provide the necessary contact and reference details to the Agency.
- 6.4 The Owner will ensure that there is insurance cover in force throughout the Contract Period in respect of the building comprising the Property, and the Owner's contents if any, and will produce evidence to the Agency if required. In entering into this agreement the Owner hereby certifies that his insurance company has been notified that the Property is to be let and that potentially the tenants will be in receipt of Housing Benefit.
- 6.5 Where the Property is subject to a mortgage, the Owner hereby certifies that prior permission has been obtained from the mortgage lender.

(insert name) Social Letting Agency

- 6.6 The Owner hereby certifies that all soft furnishings (where provided) comply with the furniture and furnishings (Fire) (Safety) Regulations 1993.
- 6.7 The Owner shall be responsible for any changes required to be made to the Property or its contents during the Contract Period as a result of changes in legislation
- 6.8 The Owner authorises the Agency to have mandatory work and/or inspections carried out at the Property if the owner is not in a position to do so, with the owner responsible for all costs of the work carried out.
- 6.9 The council agrees to reimburse the Agency for any costs incurred in ensuring that the Property can lawfully be used as a rented dwelling.
- 6.10 The owner agrees to the Agency processing personal data relating to the Owner for the purposes of performing its obligations under this agreement, pursuant to the Data Protection Act 1998.
- 6.11 The Owner agrees that in the event of a dispute between the Owner and any tenant or tenants of the Property, the Agency shall act as arbitrator and the Owner agrees to abide by the Agency's decision.

7 Termination

- 7.1 Either party may end this agreement before the end of the Contract Period by giving not less than six months' written notice to the other party. In the event of the Property being sold by the Owner, although the six months notice period shall not apply, the Owner shall give the Agency as much notice as possible of his intentions, and at least one month's prior written notice before completing of the sale. This agreement will terminate immediately on completion of the sale.
- 7.2 This agreement will end immediately upon service of notice to that effect if either party fails to comply with by any of the terms and conditions of the agreement and the failure, if capable of remedy, is not remedied within 28 days of receipt of a written notice of the failure from the other party.
- 7.3 On termination of this agreement the Agency will:-
 - 7.3.1 cease carrying on the Service;
 - 7.3.2 return to the Owner all original documents relating to the Property, and supply copies of all records necessary to enable the Owner to manage the Property himself
- 7.4 For the avoidance of doubt, termination of this agreement shall not cause the termination of any tenancy of the Property subsisting at that time.

(insert name) Social Letting Agency

7.5 On termination of this agreement by the Owner under clause 7.1 or by the Agency under clause 7.2 the Owner shall repay to the Agency the outstanding sum of the loan provided at the start of this agreement, with credit being given to him for any amounts already repaid to the Agency.]⁸

Signed on behalf of (insert name) Social Lettings Agency by

.....

Print Name

.....

Signed by the Owner

.....

Print Name

Date.....

⁸Delete this clause if landlord not in receipt of a loan from the Agency

Landlord information for Landlord Accreditation Wales website

Renting homes

This information will be of interest to:

- Landlords who already rent out one or more homes in Wales, and
- individuals who are thinking about renting out a home(s) in Wales.

The purpose of this information is to assist you to effectively perform your role as a landlord, in compliance with your statutory responsibilities.

Concise information is provided about:

- the role and responsibilities of landlords
- how to go about letting and managing a property and help that is available to landlords to manage and improve their properties
- the management of Houses in Multiple Occupation
- forthcoming changes in legislation and regulation which will affect the role of landlords in Wales

The information has been designed to be user friendly. Where it summarises the key issues, links to more detailed information are provided.

The information is accurate as at May 2013.

Option 1 - Your role as a landlord

Landlords who rent homes play a crucial role in local housing markets across Wales. The private rented sector plays a key role in providing housing for a range of different groups, from highly mobile professionals who require relatively short term executive lets, through to providing long term housing for people who are not able to access social rented housing.

It is understood that many landlords have invested substantial sums to purchase properties and to bring them up to the standard required to let them. As a landlord, you will want to protect the value of your assets and this information aims to support you to do this, whether you own a portfolio of properties or just one.

This section contains information about the following areas:

- Ensuring your property is ready to let
- Tenancy agreements
- Landlords' rights & responsibilities
- Tenants' rights & responsibilities
- Rent and deposits
- Ending a tenancy & eviction

Option 1a - Ensuring your property is ready to let

As a landlord you need to ensure that your property is:

- in a reasonable state of repair both internally and externally
- free from unnecessary hazards
- decorated to a good standard
- clean throughout

Section 11 of the Landlord and Tenant Act 1985 requires you to keep in repair the following:

- the structure and exterior of the property
- the installations for the supply of water, gas, electricity and sanitation
- the installations for the supply of heating and water heating

You will need to ensure that all of these elements are free from defects at the start of a tenancy.

Where a property has been let before, it is useful to talk with former tenant(s) to identify repairs which are required to the property and also to inspect the property to identify repairs which are required prior to letting it. You can record your inspection on the *inspection form* we've provided below. (to be provided)

Risks to Health & Safety

You will need to ensure that there is no unacceptable level of risk to the health and safety of the occupiers of the property or their visitors, due to faults or deficiencies in the property. Further guidance on the Housing Health and Safety Rating System and how this affects you is available by following this link

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/9425/150940.pdf.

Once all works have been completed to the property, it is a good idea to take photographs of the property both internally and externally, so that you have a record of the property condition when let.

Gas Safety

You are required to ensure that an annual safety inspection of all gas installations in the property is undertaken. This must be carried out by a Gas Safe registered installer. You are also required to provide a new tenant with a copy of the gas safety record.

Remember it is critically important that the gas regulations are complied with and all repairs to gas appliances are carried out quickly by registered Gas Safe installers. Defective gas appliances are dangerous and can cause death. Landlords could be subject to legal action, if they have not acted responsibly.

Gas Safe produce a useful factsheet which sets out landlord responsibilities in respect of gas safety, and you can access it by following this link

<http://www.gassaferegister.co.uk/pdf/Requirements%20for%20landlords.pdf>

Electrical Safety

You need to ensure that the electrical installation and any electrical appliances you supply with the property (cookers, fridges etc) are safe.

Where you supply appliances you should get them tested by a qualified electrician before the property is let to new tenants.

Although there is no statutory requirement to have annual safety checks on electrical installations, the Electrical Safety Council recommend a formal periodic inspection and test being carried out at least every five years. You should act on recommendations detailed in a periodic inspection report.

For guidance on your responsibilities in respect of electrical safety you can download the Electrical Safety Council's guide by following this link

https://www.esc.org.uk/uploads/tx_escvideolib/filedownload/ESC-Landlords-Lite_LR_03.pdf

Energy Performance Certificates

You are required to make available to prospective tenants a copy of the Energy Performance Certificate (EPC) for the property and provide the tenant with a copy before they move in. An EPC is valid for 10 years. EPCs are provided by registered Domestic Energy Assessors (DEA's). You can find a local DEA by following this link

<https://www.epcregister.com/searchAssessor.html>

You can find guidance on EPCs by following this link <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>

Furniture Safety

If you let your property with furniture and furnishings in it, you must comply with the terms of the Furniture and Furnishings (Fire) (Safety) Regulations 1988, which set safety standards for fire and fire retarding requirements for upholstered furniture.

The regulations apply to any of the following:

- furniture
- beds, headboards and mattresses
- sofas, sofa beds, futons and other convertibles
- scatter cushions and other seat pads
- pillows
- loose and stretch covers for furniture

All furniture and furnishings provided by you must meet these standards. This is indicated by a label which appears on the items, and the absence of a label means that it doesn't meet the standards required. All new furniture and furnishings will have the label. If you are buying second hand furniture and furnishings for a property, make sure that the furniture and furnishing have the label attached.

You can get more information about the Furniture and Furnishings (Fire) (Safety) Regulations 1998 by following this link <https://www.berr.gov.uk/files/file24685.pdf>

Option 1b - Tenancy agreements

A tenancy agreement is a contract agreed between the landlord and the tenant which allows the tenant to live in the property.

Currently, you are not required by law to provide a written tenancy agreement. However, a tenant has the right to ask their landlord for a written statement of any of the main terms of the tenancy and the landlord must provide this within 28 days. Failure to do so when requested is a criminal offence and the landlord can be prosecuted.

It is important to give tenants a written agreement, for a number of reasons:

- to prevent disagreements about what has been negotiated and agreed by the landlord and tenant
- to resolve disputes
- to protect the interests of both parties
- to make the eviction process simpler – it can be difficult to evict a tenant without a valid tenancy agreement

If you are letting a property, you can only create either an assured shorthold tenancy or an assured tenancy.

An Assured Shorthold Tenancy (AST) – is the most common type of tenancy in use. An AST can be for any term, although the vast majority are for terms of at least 6 months. The main benefit of an AST for landlords is that you can recover possession of the property without needing a reason, provided the fixed term has expired and the proper form of notice has been served on the tenant. For more information on ending an AST follow this link (link to 1g).

An Assured Tenancy - gives tenants greater security. This means that tenants are entitled to stay in the property until either they chose to leave or you gain possession on one or more of the 17 grounds listed in Schedule 2 of the Housing Act 1988. For more information on ending an assured tenancy follow this link (link to 1g).

You can find out more about assured and assured shorthold tenancies by following this link https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11603/138289.pdf

Most landlords will choose to create an AST when they let property and if the property is subject to a mortgage, most financial institutions will insist on an AST. Although you can draw up your own tenancy agreements, this is not advisable. It is better to use one of the

standard tenancy agreements which are available from landlord associations, law stationers and larger stationers.

If you are amending a standard tenancy agreement you need to ensure that the amendments you make are fair and that any alteration complies with the Unfair Terms in Consumer Contracts Regulations 1999. You can find out more about unfair terms in tenancy agreements by following this link

http://www.oft.gov.uk/shared_oft/reports/unfair_contract_terms/oft356.pdf

When you sign the tenancy agreement with the tenant, it is good practice to have two copies of the agreement which you both sign, providing a copy for yourself and the tenant.

Option 1c - Landlords' responsibilities & rights

Landlord responsibilities

As a landlord you have a number of responsibilities which are set out in the tenancy agreement you signed with your tenant, in legislation, regulation, contract and common law.

Ensuring the property is in a good state of repair – as a landlord you are responsible for the repair and maintenance of the property throughout the term of the tenancy. (see 1a).

Ensuring the tenant is provided with the quiet enjoyment of their home – this means that the tenant is able to live in the property without disturbance from you or people acting on your behalf. In general, this means that you do not have the right to turn up unannounced to check on the property or the tenant. Where you wish to visit the property to inspect or to discuss an issue with the tenant, you should arrange a mutually convenient time and date before visiting.

Ensuring that the tenant's deposit is protected – the majority of landlords require a deposit from a tenant before they move into the property. Assured Shorthold Tenancy deposits taken after 6th April 2007, require you to treat deposits in accordance with an authorised tenancy deposit protection scheme. You must comply with the timescales required relating to receipt of the deposit and the notification to the tenant about the scheme the deposit is protected in.

This is important as tenants can claim compensation if the deposit is not protected in an authorised scheme or deadlines are missed (up to three times the value of the deposit) and you will not be allowed to seek possession of the property under Section 21 of the Housing Act 1988, if the deposit has not been protected.

For more information on Tenancy Deposit Protection Schemes follow this link

<https://www.gov.uk/deposit-protection-schemes-and-landlords>

Landlord rights

Your rights are set out in legislation and in the tenancy agreement, and these are in effect the tenants' responsibilities. In summary:

To receive rent payments in full and on the date when they are due – the tenancy agreement should set out the amount of rent to be paid and the date that it is due. It is the tenants' responsibility to ensure that the rent is paid each time it is due. Should your tenant fail to pay their rent, you will need to contact them to find out the reasons why and to discuss how they will repay the outstanding sum.

To have the property used in a tenant like manner – this means that the tenant must treat the property with respect and care and ‘do little jobs about the place which a reasonable tenant would do’ such as unblocking drains, maintaining the garden, cleaning windows, keeping the property clean and free from rubbish, to maintain the property in a condition similar to which it was let. This also means that it is the tenants’ responsibility to ensure that the property is not deliberately damaged and that any repairs required are reported to you or your agent during the course of the tenancy.

To have access to the property at reasonable notice – Section 11 (6) of the Landlord and Tenant Act 1985 gives you the right to access the property for the purpose of viewing its condition and state of repair, after giving the tenant reasonable notice of not less than 24 hours. If the tenant refuses to give you access to the property after you have given them reasonable notice, you can only enforce this right with a Court Order.

Option 1d - Tenants' rights & responsibilities

Tenants' rights

Tenants' have the right to:

- live in a home that is safe and in a good state of repair
- have their deposit returned when the tenancy ends, if they return the property to you in the same condition it was let and they do not owe any rent
- know who their landlord is
- live in the property undisturbed (quiet enjoyment). This means that the tenant should expect to live in the property without being unnecessarily disturbed by the landlord
- be protected from illegal eviction and harassment

Tenant rights vary depending on the type of tenancy agreement the tenant has signed and when it was signed. The tenancy agreement should state what type of agreement it is, but you can work it out using the information below:

- If the occupier shares the property they rent with you, they are 'an excluded occupier'
- If the tenant signed their tenancy before the 15th January 1989, they are 'a protected tenant'
- If the tenant signed their tenancy after the 15th January 1989 but before the 28th February 1997, they are either 'an assured' or 'an assured shorthold tenant'
- If the tenant signed their tenancy after 28th February 1997 they are 'an assured shorthold tenant'.

The rights of 'excluded occupiers'

If you rent a room in your home and share its facilities with some-one who is not part of your family and they pay you to live there, they will be considered to be 'an excluded occupier'. 'Excluded occupiers' have very few tenancy rights.

An 'excluded occupiers' only right is to stay at the property until you ask them to leave, or for as long as the written agreement says. You can evict 'an excluded occupier' by giving reasonable notice (which can be verbal) and you don't need a court order. 'An excluded occupier' will have to leave once the notice expires. If you are a landlord who lets accommodation in your home and the 'excluded occupier' has not left after you have given them notice, you should seek legal advice to remove them.

The rights of protected tenants

Protected tenancies make up a very small proportion of the private rented sector in Wales.

Protected tenants have the strongest rights, these are as follows:-

- security of tenure, as the accommodation can only be re-possessed in certain specified circumstances
- the right to have rent increased only in certain circumstances
- the right of their spouse, civil partner, other partner or another family member to take over the tenancy on their death

For more information about protected tenancies follow this link

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11445/138295.pdf

The rights of assured tenants

Assured tenants have the right to stay in their accommodation unless the landlord can convince the court that either they have not kept to the terms of their tenancy agreement, for example by not paying rent or damaging the property or there are other reasons why it would be reasonable to grant possession, for example the landlord wishes to move into the property as their main home or the landlord wishes to undertake major works to the property.

Assured tenants also have other rights, these are as follows:

- security of tenure, as the accommodation can only be re-possessed in certain specified circumstances
- the right of a their spouse, civil partner, or other partner to take over the tenancy on their death ('the right of succession')

The rights of assured shorthold tenants

Assured shorthold tenants have a legal right to live in the property for a period of time. This could be for a set period such as six months or it might roll on a week-to-week or month-to-month basis.

You can find out more about assured and assured shorthold tenancies by following this link

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11603/138289.pdf

Tenant responsibilities

Tenants, like landlords, have responsibilities, as well as rights. Tenants' responsibilities are usually set out in the tenancy agreement, and can be summarised as follows:

Paying the rent on time, every time

Look after the property and report any defects to you - the tenant, anyone else who lives with them and any of their guests must not cause deliberate damage to the property. If a tenant damages the property or its fixtures and fittings, they are responsible for repairing the damage or paying for it to be repaired. If a tenant notices that something is faulty, it is their responsibility to report it to you.

If the property has a garden, it is usually the tenants' responsibility to maintain it.

Allowing you to access to the property – a tenant must allow you or your agent to access property, where you have given them reasonable notice (a minimum of 24 hours).

Acting in a neighbourly way - this means the tenant, anyone who lives with them and anyone visiting them in their home must take care not to behave in such a way that will cause nuisance or annoyance to in the area the property is located in, for example:

- hosting loud late night parties
- slamming doors in the property
- allowing the garden to become overgrown

Giving notice in the correct form if they want to end the tenancy - if a tenant wants to end their tenancy, they must give you the length of notice set out in the tenancy agreement and in the form set out in the agreement. If they fail to do so, without your agreement, the tenant will end up owing rent and possibly legal costs if you seek to recover what you are owed, by taking action in the Courts.

Seek permission from the landlord to do something the tenancy agreement states they must not - for example if the tenancy agreement states that a tenant must not decorate the property, and the tenant wishes to redecorate one room, they need to have your permission before they start work. If a tenant doesn't seek your permission, you can charge them for re-instating the room to its previous condition.

Option 1e - Rent and Deposits

Rent

As a landlord you want to make a return on your investment, and the rent you charge will reflect this as well as the conditions in the local housing market.

Before the tenancy begins, you will mutually agree the rent with the tenant, including arrangements for paying it. Sometimes this agreement will also include arrangements for reviewing the rent.

If the rent is payable on a weekly basis you are legally obliged to provide the tenant with a rent book. The rent book must contain certain information and standard rent books can be purchased from law stationers and general stationers. If the rent charge is payable monthly, it is a good idea to provide your tenant with receipts, to avoid disagreements.

Deposits

The majority of landlords require a deposit from a tenant before they move into a property, as this means a tenant is:-

- more likely to keep the property clean and tidy
- less likely to cause damage to the property
- less likely to run up rent arrears
- less likely to abandon a property and terminate the tenancy correctly

The Housing Act 2004 introduced specific requirements that affect Assured Shorthold Tenancy deposits taken after 6th April 2007; these are as follows:

- a deposit must be dealt with in accordance with an authorised tenancy deposit protection scheme from the moment of receipt
- landlords must comply with their chosen scheme's initial requirements within 30 days of receipt
- landlords must give prescribed information to the tenant and/or to anyone who paid the deposit on the tenant's behalf, within 30 days of receipt.

It is important that you comply with these requirements as:

- tenants can claim compensation if the deadlines are missed (up to three times the value of the deposit)
- you will not be allowed to seek possession of the property under Section 21 of the Housing Act 1988, if the deposit has not been protected.

The UK Government has established two types of Tenancy Deposit Protection Schemes (TDPS) these are:

- Custodial (where the administrator holds the deposit free of charge)
- Insurance (where the landlord holds the deposit but has to pay an insurance premium)

For more information on Tenancy Deposit Protection Schemes and the scheme providers follow this link <https://www.gov.uk/deposit-protection-schemes-and-landlords>

Bond Guarantee Schemes

These schemes, which are either directly provided by local authorities or in partnership with a voluntary sector agency, replace upfront cash deposit and instead guarantee the landlord the cost of any damage to the property and rent arrears. Bond guarantee schemes are attractive to landlords because they provide a guarantee against damage or rent arrears and dispense with the need to place deposits in one of the Government backed Tenancy Deposit Protection Schemes.

In addition, Bond Schemes may offer additional services to landlords, for example:

- providing assistance in getting Housing Benefit processed quickly
- helping find tenants
- offering general advice about landlord and tenant matters

The types of schemes in operation vary across the country and your local Council will be able to provide you with information about the scheme in your local area and who is eligible to receive a Bond.

Paying Rent

It is the tenants' responsibility to pay the rent in full, on time and in the manner agreed in the tenancy agreement.

The majority of tenants will pay their rent from their earnings, but some who have low incomes will be able to apply for Housing Benefit (which will become part of Universal Credit).

Housing Benefit is a means tested benefit and to claim this benefit it is important that tenants provide proof of:

- their income and savings
- their identify

- the rent to be paid on the property
- the name and address of their landlord/agent

Local authorities aim to process Housing Benefit claims within 14 days of the receipt of all of the appropriate documentation from the claimant.

A claimant, if entitled to Housing Benefit, will receive the Local Housing Allowance (LHA) rate applicable to the size of their household within the Broad Rental Market Area (BRMA). Claimants are entitled to one bedroom for:

- every couple
- any other adult aged 16+
- any two children of the same sex aged up to 16
- any two children under 10 regardless of sex

The maximum claim is the four bedroom rate, regardless of the size of their household.

Single people aged under 35 years of age are only able to claim the Shared Accommodation Rate (SAR). This is the rate for a room in shared house and is substantially less than the rate for a one bedroom property. There are a few exceptions to this rule which can be found by following this link

http://england.shelter.org.uk/get_advice/housing_benefit_and_local_housing_allowance/housing_benefit_if_you_are_under_35#exceptions_to_the_new_rules

LHA rates are set by the Rent Officer Service and are based on market evidence. Details of the LHA rates in BRMA's can be found by following this link

<http://wales.gov.uk/topics/housingandcommunity/housing/private/renting/rentofficers/publications/lha13/?lang=en>

Many tenants are paid their Housing Benefit direct and then make the payment to their landlord. Some landlords are paid Housing Benefit direct by the local authority, if the claimant is considered vulnerable or owes eight weeks rent. However, local authorities have increased discretion when considering whether to pay a claimants' LHA direct to their landlord particularly where 'they consider it will assist the tenant in securing or retaining a tenancy'.

For information about changes to benefit system and how these might affect you in your role as a landlord follow this link (link to 5b).

Reviewing rent

For a periodic tenancy, (rolling on a week-by-week or month-by-month basis) you can't normally increase the rent more than once a year without the tenant(s) agreement.

For a fixed-term tenancy, (running for a set period) you can only increase the rent if the tenant(s) agree or if there is a built in rent increase mechanism in the tenancy agreement. If the tenant(s) don't agree to an increase, you can only increase the rent when the fixed-term ends.

If the tenancy is an assured or an assured shorthold tenancy, the landlord can use a formal procedure in Section 13 of the Housing Act 1988 to propose a rent increase. This requires a special form which can be purchased from legal stationers. The form must be completed in full and served on the tenant(s) giving at least one month's notice of the increase. If the tenant does nothing during this period, then the rent increase takes affect. If the tenant feels the rent increase is too high they can refer it to the rent assessment committee for review.

Protected tenancies are governed by the provisions of the Rent Act 1977. The Rent Act allows a tenant (or landlord) to apply to the Rent Officer Service to have a 'fair rent' registered for the property. This rent is then set and can be reviewed every two years.

Preventing, controlling and recovering rent arrears

It is the tenants' responsibility to pay the rent. However, effective procedures for managing rent arrears are essential as late payment of rent is not unusual.

It is beneficial if you contact the tenant immediately on becoming aware that a payment has been missed, to find out why the payment has been missed and to negotiate a mutually agreeable arrangement for the tenant to repay the outstanding sum. If the tenant is unable or unwilling to pay, or is habitually late in paying, then you may wish to terminate their tenancy using the most appropriate legal method for the type of tenancy. (link to 1g)

When a tenant has left the property owing rent and other costs, you can attempt to recover these through the small claims procedure in the County Court. Securing a County Court Judgement (CCJ) against a tenant or former tenant does not necessarily mean that you will recover the monies owed. If the tenant doesn't pay, the judgement can be enforced, (either through the seizure of goods or an attachment to earnings order or recovery from a bank account in credit) but you will incur more costs.

To find out more about making a claim for money follow this link <https://www.gov.uk/make-court-claim-for-money/overview>.

Option 1g - Ending a tenancy & eviction

This section provides a summary of how to go about ending a tenancy using the formal process. However, if you have a good relationship with the tenant living in the property you should consider discussing their intentions with them, as this might eliminate the need to take formal action to recover possession.

Formally ending a tenancy is a complex process and you should seek expert legal advice before commencing action for two reasons:

- if you don't follow the statutory procedure, your actions could be construed as harassment and/or illegal eviction. Both are criminal offences and could make you liable to pay the tenant substantial damages.
- If you don't follow the correct process for ending a tenancy, it might mean that the County Court rules the process invalid. This means you will need to start the process again, which is costly and time consuming

Ending an excluded occupier agreement

You can evict 'an excluded occupier' by giving the occupier reasonable notice (which can be verbal). A court order is not required and the occupier must leave once the notice expires. If you are a landlord who lets accommodation in your home and the 'excluded occupier' has not left after you have given them notice, you should seek legal advice to remove them.

Ending an assured shorthold tenancy

In order to end an Assured Shorthold Tenancy, the first step is for you to give notice (advanced warning) to the tenant(s).

Ending the tenancy during the Fixed Term of the Agreement – you can end an assured shorthold tenancy during the period covered by the tenancy agreement in one of two ways:

- by writing to the tenant, giving at least 2 months notice, provided the date when the notice ends (the expiry date) is after the end of the contract. For example, if a 6 month contract started on the 1st January, two months notice can be given at any time up until the end of June. A notice given during the first 4 months of the tenancy will expire on 30th June. A notice given to the tenants after 1st April should expire on a date at least 2 months after it was served. This is called the Section 21 or no fault procedure and you can use the accelerated possession procedure to gain a Court Order

Ending the tenancy after the Fixed Term of the agreement (or if there was no written agreement) - a tenancy that does not run for a fixed length of time is called a periodic tenancy. The rules for ending a periodic 'Assured Shorthold Tenancy' are different to those that apply when there is an agreement for a fixed length of time in place.

If there was a written contract for a fixed length of time that has now passed, or if there was never an agreement for a fixed length of time, the notice (called a 'Notice Requiring Possession') given to a tenant must contain specific information to be valid. This includes:-

- the part of the Housing Act on which it is based. The name and address of both yourself and tenant. The date the Notice was given to the tenant ('served'). The date on which it expires.
- the notice for a periodic Assured Shorthold tenancy must give the tenants 2 months notice (if the rent is paid weekly) or two months (if it is paid monthly). In addition, it must end on the last day of a rental period. This is the day before the rent is normally due.

Example: A tenant moves in to a rented property on the 14th of January, is given a written contract for 6 months and pays rent monthly. In August, the landlord decides that the property should be sold. A notice given before 14th August must be for two months and end on the day before rent is due. The notice should therefore be dated to expire on 13th October.

If, however, the notice is served on or after the 14th August (say, on the 16th) then it must expire on the last day of a period of the tenancy (13th November). This is because it must be for two full months and expire on the day before rent is due.

To end an assured shorthold tenancy during the period covered by the contract - is much more complicated. This is because you must give legal reasons (called 'grounds') for ending the tenancy. 'Grounds' include reasons such as rent arrears and damage to the property. Grounds 1 – 8 are mandatory (the Court **must** order possession if the Grounds are proven) and Grounds 9 – 17 are discretionary (the Court **may** order possession). You must serve a 'Notice of Seeking Possession' on the tenant which must contain very specific wording. Depending on which legal ground you wish to use, the notice period varies from the same day to 2 months.

A notice is merely notification to the tenant that if they do not leave, the landlord will apply to a Court for possession. The only way to legally evict a tenant who refuses to leave is to apply to a Court for a Possession Order, and when the possession order has been granted to apply to the Court for the Court Bailiffs to evict the tenant.

In practice, most assured shorthold tenants will be advised to leave on or before the expiry date of a valid notice because if they stay, it will be their responsibility to pay any Court fees. It is likely that the only time an 'Assured Shorthold' tenant would be advised to stay would be if the landlord had declared that they had legal grounds for eviction and the tenant disputed that such grounds existed.

The grounds for seeking possession of an assured shorthold tenancy can be found by following this link <http://www.legislation.gov.uk/ukpga/1988/50/schedule/2>.

Ending an assured or protected tenancy

The first step is for the landlord to give notice (advanced warning) to the tenant(s).

A notice of seeking possession is merely notification to the tenant that if they do not leave, the landlord will apply to a Court for possession. When you serve a Notice of Seeking Possession on the tenant(s) you must give legal reasons (called 'grounds') for ending the tenancy using very specific wording. 'Grounds' include reasons such as rent arrears, damage to the property and breach of tenancy conditions.

The grounds for seeking possession of an assured tenancy can be found by following this link <http://www.legislation.gov.uk/ukpga/1988/50/schedule/2>.

The grounds for seeking possession of a protected tenancy can be found by following this link <http://www.legislation.gov.uk/ukpga/1977/42/schedule/15>.

Applying to the Court for Possession

The only way to legally evict a tenant who refuses to leave is to apply to a Court for a Possession Order and once the possession order has been granted, to apply to the Court for the Court Bailiffs to evict the tenant.

If you are applying for possession of an assured shorthold tenancy by the accelerated procedure (to be used where a Section 21 Notice has been served), you will need to complete form N5B and return it to the Court. You can access a copy of form N5B by following this link

http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=618.

The Court will issue the claim to the tenant who is given 14 days to respond. If the facts are disputed by the tenant an oral hearing may be held. Where the facts are not disputed by the tenant, the judge will award possession. This is normally 14 days after the date of the decision.

If you are applying to the court for possession on the grounds of non-payment of rent, you can use the UK Governments Possession Claim Online system by following this link <https://www.possessionclaim.gov.uk/pcol/>.

If you applying for possession on other grounds, you will need to complete forms N5 and N119 and return them to the Court. You can access a copy of form N5 by following this link http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=608. You can access a copy of form N119 by following this link <http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForms.do>

Once possession proceedings have been issued, there is usually a wait of a month for a court hearing. If the Court finds in your favour it can make one of two orders – an absolute or a suspended possession order.

If the Court orders possession, the tenant will have to leave on the date specified in the Court Order. This is called an absolute possession order.

A suspended possession order is where the Court grants possession but it is suspended until such time as the tenant breaches the conditions of the Court Order. Where the tenant breaches the conditions of a suspended possession order, you can re-apply to the Court for an absolute possession order.

Where the date specified in the Court Order expires and the tenant remains in occupation you must reapply to the Court for a Warrant for Possession; you cannot evict the tenant yourself. You will need to complete the form N325 and return it to the Court. You can access a copy of form N325 by following this link

http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=562.

The warrant is served on the property or the tenant by hand and an appointment booked by the Court for the bailiff to return and carry out the eviction.

Prior to the eviction being carried out, you should advise the tenant to apply to the local council's homelessness service who may assist with the removal of furniture and possessions from the property.

You should ensure that you attend the eviction, to enable the bailiff to formally hand over the property and if necessary arrange for the locks to be changed.

Option 2 – Letting and Managing your property

As a landlord you have a number of choices in relation to the letting and management of your property/properties. Will you manage them yourself or appoint an agent to provide all or some of the management services.

This section contains information about the following areas:

- Finding a tenant
- Self managing your property
- Using an agent to manage your property
- Support from your local council to manage and improve your property

Selective Licensing Schemes and how they affect you

You need to be aware that if the property you own is in an area which the local council has designated as one where a selective licensing scheme applies, you will need to apply to the local council for a licence to manage the property. Council's are able to introduce selective licensing schemes where there are either: high levels of anti-social behaviour; evidence of low demand for housing; where more than 25% of homes in the area are privately rented; or the area is a Renewal Area.

When applying for a licence you, or the person who is managing the property on your behalf, will need to demonstrate to the council that you or they:

- are “a fit and proper person”
- have satisfactory procedures in place for dealing with anti-social behaviour
- have satisfactory management standards in place

The Council may also limit the maximum number of people who can live in each rented property in a selective licensing area.

If you own a property in an area which the council has designated ‘selective licensing’ applies, you or the person who is managing your property need to apply for a licence as the following penalties apply:

- a criminal conviction and fine of up to £20,000 for renting a property in a selective licensing area without applying for a licence
- a criminal conviction and fine of up to £5,000 for breaching the licensing conditions
- if you manage a property without a licence in a selective licensing area, you cannot use a Section 21 notice to gain possession of the property

There is currently one selective licensing scheme in place in Wales, the White City area of Port Talbot.

Option 2a – Finding a tenant

Self managing landlords

There are several ways to market your property:

- advertising in local newspapers
- advertising in local large employers such as hospitals and factories
- advertising on notice boards in local shops and community centres
- placing a ‘to let’ sign outside of the property
- advertising on the internet via websites such as gumtree.com

You will need to meet prospective tenants at the property, to show them round and explain the arrangements to them.

You should use the meeting as an opportunity to find out a little more about each prospective tenant. Seeking references from a prospective tenant’s current or previous landlord, employer or bank can also help inform the tenant selection process. Some landlords require someone to act as a guarantor, guaranteeing that the tenant will comply with the conditions of tenancy. In addition, it is suggested that you get the selected tenant to provide contact details for someone, who can be contacted in the event of an emergency.

You also need to be aware that you are bound by a legal obligation in the Equalities Act 2010 not to discriminate, either directly or indirectly, against anyone with protected characteristic. The protected characteristic groups are: age; disability; gender reassignment; marriage or civil partnership; pregnancy or maternity; race; religion of belief; sex; and, sexual orientation.

Direct discrimination means treating some-one less favourably because they are in one of the protected characteristic groups. Indirect discrimination means applying conditions which mean that fewer people from one of the protected characteristic groups can comply with such conditions.

To find out more about your responsibilities under the Equality Act 2010 follow this link
<http://www.equalityhumanrights.com/advice-and-guidance/service-providers-guidance/>

How your local council can help you let your property

Councils operate a range of schemes where they work in partnership with private landlords to provide good quality, affordable, private rented homes.

There are many different types of partnership schemes run by Councils across Wales, these include:

- assisting you find a tenant by advertising the property to people who are registered with them for housing. This service is free
- entering into a leasing arrangement where they pay you to lease your property for a period of time and manage the property on your behalf
- entering into a management agreement with a social lettings agency, which will let and manage your property for a fee.

In certain instances Councils will provide landlords with financial assistance and other forms of support to ensure that the property is up to standard and well managed.

To find out what support your local Council could offer you, follow the appropriate link below:

(series of links to either appropriate page on the waleshousing.co.uk sites or contact details of named officer in each LA)

Using Letting Agents to find a tenant

You can use a letting agent to help you find a tenant. The agent can:

- market the property
- provide advice on rent levels
- find a tenant
- undertake reference checks and possibly a credit check
- provide the tenancy agreement
- arrange a date for the tenant to move in

Once the tenancy has started, the letting agent's job is complete and you will be responsible for the ongoing management of the property.

Option 2b - Self managing your property

This option is for landlords who are confident that they know their responsibilities and have the ability to manage one or a number of properties.

Managing the property yourself saves money, but requires a considerable investment of time. To ensure that the property is ready to let, you will need to ensure that it is in a suitable condition and all safety checks have been carried out, to find out what these are follow this link (link to 1a).

When the property is ready to let you will need to:

- show copies of the Gas Safety record and the Energy Performance Certificate to prospective tenants
- prepare a tenancy agreement and arrange for the tenant to sign it
- give a copy of the Energy Performance Certificate to the incoming tenant
- collect the deposit from the tenant and protect it in one of the Government backed schemes. For more information about your responsibilities in relation to tenants deposits follow this link (link to 1e)
- agree when and how the rent will be paid. You might wish to consider using a Credit Union Rent Account (for more information link to 4c)

When the property is occupied by the tenant, you will need to have systems in place to:

- account for rent payments made by the tenant
- arrange for repairs to be undertaken to the property
- deal with queries and questions the tenant may ask you from time to time
- deal with queries from neighbours about the property or the tenant

Self management may not be a suitable option for landlords who live some distance away from the property, or who are away from the local area for significant periods of time. Additionally as a self managing landlord you may need to seek professional advice from time to time, if problems arise.

Landlord Accreditation

If you are considering self management, it is useful to become accredited with the Landlord Accreditation Wales (LAW) scheme. The LAW Scheme is a voluntary project run by the 22 Local Authorities (LAs) in Wales.

To become accredited, you will need to:

- sign a declaration that you are a 'fit and proper' person
- agree to the Code of Conduct set out by the scheme
- successfully complete a one day professional development course

The LAW scheme is founded on the belief that the more aware landlords are of key property management issues, this will mean improved safety, improved standards and that landlords assets will be protected.

To find out more about the LAW scheme, follow this link

<https://www.welshlandlords.org.uk/landlord-accreditation/>

Landlord Associations

If you are considering self management we would also recommend that you consider joining a landlord association which can provide advice and assistance and much of the information a self managing landlord requires. There are three main landlord associations in the UK:

- The National Landlords Association <http://www.landlords.org.uk/>
- Residential Landlords Association <http://www.rla.org.uk/>
- The Guild of Residential Landlords <https://www.landlordsguild.com/>

Option 2c - Using an agent to manage your property

You can use an agent to undertake three types of service for you:

- Letting only
- Letting and rent collection
- Full management service (for owners who have limited time or expertise)

Letting only

You can use a letting agent to help you find a tenant.

If you use a letting agent to find a tenant for your property, you will pay a fee to the agent. Fees charged by agents vary but it is usual for the fee to be equivalent to one month's rent. In addition the lettings agent might charge the tenant an administration fee.

Letting and rent collection

This is where the agent lets the property and collects the rent on your behalf, leaving all of the other management responsibilities to you.

The agent is likely to charge a one-off fee for letting the property and a percentage of the rental income for their rent collection service.

Full management service

This is where the agent deals with all management issues. You will need to agree with the agent what types and costs of repairs they are authorised to carry out without seeking your permission. You should also be aware that agents will take some steps towards ending a tenancy but they are unable to enter the case into Court.

We would strongly recommend that you use an agent who is a member of one of the following associations, as they are generally considered more reputable:

- Association of Residential Lettings Agents <http://www.arla.co.uk/>
- National Approved Lettings Scheme <http://www.nalscheme.co.uk/>
- National Association of Estate Agents <http://www.naea.co.uk/estate-agent-search/licensed/#>
- Royal Institute of Chartered Surveyors <http://www.ricsfirms.com/vw/search/Designation.aspx>
- Safe Agent Fully Endorsed <http://www.safeagents.co.uk/agents>

Social Lettings Agencies

These are not for profit organisations that manage homes on behalf of private landlords. Social lettings agencies are either run by Councils or run by third sector agencies in partnership with Councils. Social lettings agencies accept people who receive Local Housing Allowance from the Council to pay their rent.

Generally social lettings agencies will provide a full management service to the properties they manage on behalf of landlords. They charge a management fee for this service. Social lettings agents are as competitive as other types of agents, and a significant proportion are part of either a local authority or a housing association, which have extensive track records in managing properties.

Social lettings agencies do not charge tenants for their services, such as rent in advance and administration fees. Some social lettings agencies do not require tenants to pay a bond. To find out about social lettings agencies in your local area follow the link for your local council below

(list of local authorities – click on the link it provides user with name and contact details of social lettings agency in area)

Option 2d - Support from your local council to manage and improve your property

All Councils in Wales want to improve the quality of homes in the private rented sector and their management. To this end Councils across Wales are now starting to encourage and support good landlords, recognising that they play a key role in the local housing market and an important role in providing good quality affordable rented homes for people in housing need.

Councils can offer to support you by:

- introducing you to a social lettings agency, which will provide a professional management service to your property for a competitive fee
- providing you with advice about your responsibilities in relation to the management of your property
- providing you with advice about works required to improve your property
- providing you with advice about, and signposting you to sources of financial support to enable you to carry out those repairs
- providing you with business support
- assisting you to become an accredited landlord
- providing you with regular briefing to ensure that you are up to date with the law and potential partnership opportunities

Some Council's offer a range of services to landlords who choose to work in partnership with them to provide private rented properties for people in housing need, examples of the services offered include:

- access to a single point of contact within the Council to respond to issues
- advertising empty properties on the Council's website, free of charge
- an enhanced relationship with the Housing Benefit Team
- the provision of support for tenants, to enable them to successfully manage their tenancies

To find out more about the support available from your local Council, follow the appropriate link below

(List of LAs – link take you to appropriate page on the Waleshousing.co.uk site or where no site provides details of a named officer in each LA).

Option 3 – Houses in Multiple Occupation

If the property you own and let is a House in Multiple Occupation (HMO) there are additional responsibilities placed on you and any agent who manages the property on your behalf.

This section provides information about the following:

- What is an HMO
- HMO Management
- HMO Licensing

Option 3a - What is an HMO

An HMO is defined as a property that is:

- occupied by 3 or more people, forming 2 or more separate households, sharing amenities e.g. bathroom and kitchen facilities, or
- converted into self-contained flats, but does not meet the requirements set out in the 1991 Building Regulations and less than two thirds of the flats are owner occupied, or
- occupied by 3 or more people, forming 2 or more separate households in a converted building that is not entirely self-contained.

Each unrelated tenant sharing a property will be considered a single household. Properties shared by two individuals and properties with a resident landlord who has no more than 2 lodgers are exempt from the HMO definition.

HMO landlords need to ensure that their properties are in good repair and well managed and in particular consider the issue of fire safety. Having a number of separate households living in the same property increases the risk of fire.

All HMOs must have certain fire safety features. The exact requirements for each HMO are based on a risk assessment made by a Council officer when they inspect the property. This is based on the size and layout of the property and how it is intended to be occupied. The exact fire safety requirements for properties are based on the Fire Safety Guidance produced by LACORS. You can find a copy of the guidance by following this link
<http://www.welshlandlords.org.uk/landlord-guidance/downloads.aspx#Legislation/Government-Guidance>

An HMO also requires suitable and sufficient kitchen and bathroom facilities to meet the needs of the number of occupants in the property; these are set out in legislation. Your local Council will provide you with a copy of the amenities they require in HMOs.

Advice on works to a property to meet relevant HMO standards

If you own, or are thinking of buying, a property and are proposing to convert it to an HMO most Councils offer an advisory service, where a suitably trained officer will inspect the property and give you a schedule of work to complete and comply with.

You should also be aware that some conversions will need Planning consent and/or Building Regulation approval and you will need to seek advice from the relevant Teams within your local Council.

Option 3b - HMO Management

Managing an HMO's brings additional responsibilities. These are:

- the Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (Wales) Regulations 2007
<http://www.legislation.gov.uk/wsi/2007/3229/made> apply to what are commonly known as 'Section 257' HMOs: buildings which have been converted into self-contained flats, but which do not meet the requirements of the 1991 Building Regulations and where less than two-thirds of the flats are owner occupied.
- **the Management of Houses in Multiple Occupation (Wales) Regulations 2006**
<http://www.legislation.gov.uk/wsi/2006/1713/made> apply to other HMOs (e.g. shared houses and bed sits or a property that has some self-contained flats as well as shared accommodation).

Both sets of Regulations require you to:

- provide information to the occupiers about the manager of the premises and how they can be contacted
- ensure the property has appropriate safety measures in place and that means of escape are kept free from obstruction and are maintained
- maintain water supply and drainage to the property
- maintain a supply of gas and electricity
- regularly test gas and electrical installations
- maintain common parts, fixtures and fittings
- maintain living accommodation
- provide facilities for waste disposal

The effect of the regulations require landlords to have a greater on-site presence, than landlords who own and manage single household properties, and if you are unable to commit to this you should consider engaging an agent to manage the HMO on your behalf.

Tenants also have responsibilities under the Regulations, which are:

- to allow the manager reasonable access to the property
- not to prevent the manager carrying out their legal duties
- to comply with fire safety measures in the property
- to provide relevant information when requested by the manager
- to store and dispose of litter properly as directed by the manager

Penalties for failing to comply with the Management Regulations

Failure to comply with the Management Regulations is an offence for which you may be prosecuted. If taken to Court and found guilty you could be fined up to level 5 on the standard scale (currently £5,000) for each offence.

Option 3c - HMO Licensing

If you own an HMO, it is important that you find out whether your property needs to be licensed. You can do this by contacting your local Council. It is compulsory to license larger, high risk dwellings but local authorities have the power to introduce licensing for other types of rented properties. Licensing schemes are generally used for HMOs.

Licensing is intended to drive up the standard of management in HMOs by ensuring that:

- the landlord is a fit and proper person (or employs a person who is)
- each premises is suitable for occupation
- the standard of management is adequate

There are three types of HMO licensing – Mandatory Licensing, Additional Licensing and Selective Licensing.

Mandatory Licensing of HMOs

This applies to all HMOs which are **three or more storeys** high and have **five or more occupiers** who do not form a single household. The number of storeys includes habitable basements and attics and also includes a commercial ground floor with an HMO above e.g. a ground floor shop with a two storey shared flat or maisonette above counts as three storeys.

Additional Licensing of HMO's

Councils have the power to introduce additional licensing schemes to cover smaller types of HMOs in areas where management problems have been identified.

What does HMO licensing do?

Licensing looks at the suitability of the HMO itself (conditions, amenities and suitability for a maximum number of occupiers) and also the individual license holder and how they manage the property.

Every license applicant has to provide details of how the property is being managed. A Council can only grant licenses when its Officers are satisfied with the management arrangements.

A license has conditions attached to it which aim to ensure that HMOs are safe for the tenants and that they do not cause unnecessary concerns for other local residents. A license will last for up to 5 years.

Penalties for failing to license a licensable property or failing to comply with license conditions

It is a criminal offence if the landlord or the person in control of the property fails to apply for a license for a licensable property or allows a property to be occupied by more people than are permitted under the license. A fine of up to £20,000 can be imposed.

In addition if a property should be licensed but is not:

- the landlord or person in control of the property will be unable to evict tenants using the section 21 procedure
- the local authority can apply to the Residential Property Tribunal Service for a rent repayment order allowing it to reclaim any Housing Benefit paid on the property whilst it was unlicensed, up to a maximum of 12 months
- any tenant living in the property may also make an application to claim back any rent paid during the unlicensed period up to a maximum of 12 months

Fines of up to £5,000 can be imposed if landlords or their agents break any of the license conditions.

Option 4 – Forthcoming changes in legislation and regulations which will affect landlords

Over the next few years there will be significant changes in the way that the private rented sector works in Wales. In addition, the impact of the UK Governments welfare reform programme will continue to affect tenants living in the private rented sector.

This section of the website provides information about the following:

- the Welsh Government Housing Bill
- the Welsh Government Renting Homes Bill
- changes to Benefit regulations

Option 4a – The Housing Bill

The Welsh Assembly will consider the first Welsh Housing Bill during the autumn of 2013. This contains proposals which will mark a significant change in the way that the private rented sector works in Wales.

The Bill, when enacted in April 2015, might introduce:

- Landlord Registration and Licensing
- the Licensing of Letting and Management Agents

However this information could be subject to change as the Bill passes through the Welsh Assembly.

Landlord Registration and Licensing

All owners of private rented accommodation will be required to register within 1 year of the start of the scheme. Owners will be required to identify the property they own, pay a registration fee and indicate whether they intend to manage the property themselves or not.

Failure to register will be a criminal offence and subject to penalties which are yet to be determined.

Owners will be legally required to ensure the information contained on the register is correct and up-to-date.

If you intend to manage the property yourself, you will need to pass a suitability test to ensure that you are able to manage the property you own in the correct way. Should an owner fail the suitability test or not wish to become licensed they will either have to appoint a licensed management agent or appoint a licensed “responsible person” to manage property(s) on their behalf.

Once an owner passes the suitability test they will be registered as an “approved landlord”. Approved landlords will be issued with a membership card and be given a unique reference number which will need to be shown on all new tenancy agreements.

Within 2 years of the start of the scheme you will need to obtain licensed status. Obtaining licensed status will involve completing an accredited training course. Once achieved, the license will remain in place for 5 years and you will be expected to adhere to a Code of Practice. Failure to achieve licensed status may result in a landlord being fined.

The Licensing of Letting and Management Agents

Landlords who don't wish to manage their property must still be registered but can either appoint a licensed management agent or a licensed 'responsible person' to manage their property on their behalf.

All letting and management agents will be expected to register within 3 months of the start of the scheme. All letting and management agents will be required to pass a suitability test and once passed they will be registered as an approved agent.

Once approved, letting and management agents will be required to become licensed within 1 year. Licensing will involve agents becoming members of a suitable professional body and at least two-thirds of staff members completing an accredited training course. Once licensed, the license will remain in place for 5 years. During this time licensed agents will be expected to comply with a Code of Practice. If a registered owner is found to be using an unlicensed third party to manage their property, they may be liable for a fine.

Option 4b – The Renting Homes Bill

The Welsh Assembly will also be considering a Renting Homes Bill during 2015, which is aimed at simplifying tenancy law in Wales.

In summary, the Bill when enacted in 2016 will introduce two types of tenancy in Wales:

- a secure tenancy
- a standard periodic tenancy

These are intended to replace all existing forms of tenancy, with the exception of protected tenancies.

Landlords will be free to choose the type of tenancy they offer but the proposal is to ensure that all landlords and tenants have a written statement of their contract, setting out the rights and responsibilities of both parties.

It will become a legal requirement for landlords to provide their tenants with a written tenancy agreement. Copies of model tenancy agreements will be available free of charge on the internet, so there should not be any difficulty complying with this requirement.

The consultation also proposes that the revised tenancy agreements will:

- have what is called a prohibited conduct clause, which sets out what behaviour by the tenant is unacceptable, which should make it easier to get possession of your property where the tenant has been involved in anti-social behaviour
- contain clauses making it easier for landlords to recover possession where the tenant has abandoned the property
- enable young people aged 16 and 17 to hold tenancies in their own right
- make it simpler to vary joint tenancies
- remove the 6 month moratorium on “no fault” evictions, which prevent Courts granting possession before the end of the six months of the tenancy

For more information about the content of the consultation paper follow this link

<http://new.wales.gov.uk/consultations/housingcommunity/renting-homes-white-paper/?lang=en>

Option 4c - Changes to Benefit regulations

Changes affecting tenants in the private rented sector were implemented in April 2011 and January 2012, these were:

- removal of the five bed Local Housing Allowance (LHA) rate – the maximum claim is for a four bedroom property
- the introduction of LHA caps limiting the amount of Housing Benefit paid on a property
- extending the Shared Accommodation Rate (SAR) entitlement from single claimants under 25 to those under 35 – meaning that a single person aged under 35 will only be entitled to the LHA rate for a room in a shared house.

In the early autumn two further changes are to be introduced which could have an effect on your tenants and therefore on your business.

The Benefit Cap

By September 2013 the UK Government will have introduced the Benefit Cap across the UK. The Benefit Cap limits the amount of benefit paid to claimants to:

- £350 per week for a single person or
- £500 a week for a couple or lone parent.

Tenants affected by the Benefit Cap will need to cover their rent payments from the other benefit payments they receive. In Wales this is likely to affect claimants with large families and if any of your tenants are in this situation you might want to advise them to apply to their local Council for a Discretionary Housing Payment, if they are experiencing difficulty in paying their rent.

Universal Credit

From October 2013 where a person who is out of work makes a new benefit claim or changes are made to their existing claim they will be transferred onto Universal Credit. Universal Credit will combine Housing Benefit, Income Support, Job Seekers Allowance, Employment Support Allowance and Tax Credits into a single benefit for people who are out of work. Universal Credit will be paid direct to claimants monthly in arrears and tenants will be expected to pay their rent to the landlord. Between October 2013 and October 2017 all other out of work claims will be transferred onto Universal Credit. This is likely to occur on a region by region basis.

Where the tenant is vulnerable in some way or has rent arrears the DWP will consider whether an Alternative Payment Arrangement is appropriate, this includes paying rent

directly to landlords. However, it is the intention of the DWP that all claimants become financially independent over time and the DWP will review the relevance of any Alternative Payment Arrangement over time. In addition landlords will be able to refer tenants who are in arrears of less than 2 months to the DWP. This will result in Universal Credit contacting the claimant to discuss their non-payment as part of the Personal Budgeting Support process. Where arrears of rent are more than 2 months the tenant will automatically be switched to direct payment, until the arrears of rent are paid off.

A significant number of tenants in the private rented sector are already paid their Housing Benefit which they in turn pass onto you. However, for some receiving their benefits on a monthly rather than fortnightly basis might be challenging.

As a means of helping tenants to ensure that they manage their money well you might want to talk to your tenants about establishing a credit union rent account. To find out more about credit union rent accounts follow this link <http://www.walescooperative.org/tackling-homelessness-through-financial-inclusion>

Greg Rowlands, a landlord and Chairman of the Caerphilly Private Landlord Forum, is fully supportive of the Credit Union Rent Account scheme. Greg says that Credit Union Rent Accounts:

“give landlords rent payments on the due date and so assist sustainable tenancies. It is about working with your tenants to build a mutual understanding, and be prepared to offer help to ensure payments are up to date. The rent account system is important to both parties and really does work well, and the Forum is committed to supporting the continued development of the scheme”.

To find a credit union which operates in your local area and provides rent accounts follow the links below

Loans and Savings Abertawe– Swansea & Llanelli - <http://www.lasacreditunion.org.uk/>

Smart Money – Caerphilly, Newport and Blaenau Gwent -
<http://www.smartmoneycreditunion.co.uk/>

Merthyr Borough Credit Union - Merthyr Tydfil - <http://www.mtbcu.org.uk/Home>

Bridgend Lifesavers – Bridgend - <http://www.blscu.co.uk/>

Dragonsavers – Rhondda Cynon Taf - <http://www.dragonsavers.org/>

Neath Port Talbot Credit Union – Neath Port Talbot - <http://nptcu.co.uk/>

West Wales Credit Union – Pembrokeshire, Ceredigion, Carmarthenshire (no website)

Gateway Credit Union – Torfaen & Monmouthshire <http://gatewaycu.co.uk/Home>

Newport Credit Union – Newport - <http://www.newportcreditunion.co.uk/>

Cardiff & Vale Credit Union - Cardiff & the Vale of Glamorgan - <http://www.cardiffcu.com/>

North Wales Credit Union – Wrexham, Flintshire, Denbighshire, Anglesey, Conwy & Gwynedd - <http://www.northwalescu.co.uk/en/>

Brecon & District Credit Union Limited - South Powys - <http://www.breconcreditunion.co.uk/>

Robert Owen Montgomeryshire Credit Union - Montgomeryshire, Powys (no website)

Red Kite Credit Union - Mid Powys -<http://www.redkitecreditunion.co.uk/>

Questionnaire seeking information from landlords

Introduction

- 1 This advice note has been produced by the project consultants as part of the support provided to Welsh local authorities under the Welsh Local Government Association (WLGA) Private Rented Sector Improvement Project undertaken during 2012/13.
- 2 The note is intended to provide advice to local authorities on conducting research (relatively quickly and at minimal cost) with private sector landlords as a means of developing a more comprehensive understanding of the sector locally.
3. The advice note is structured as follows:
 - background to the development of the advice note
 - making contact with landlords in your area
 - developing an on-line questionnaire
 - post-survey work with landlords

Background to the development of the advice note

- 4 During the autumn and winter of 2012 and the spring of 2013, as part of the WLGA Private Rented Sector Improvement Project, the project consultants visited each Welsh local authority and facilitated discussions amongst key officers and elected members. The purpose of these discussions was to identify how each local authority could improve the way it works with the private rented sector. The project was funded by the Welsh Government in the recognition that, in the future, local authorities will become more reliant on private rented landlords to ensure a sufficient supply of affordable housing to help meet the housing needs of their citizens and to assist in the discharge of statutory responsibilities to people who are homeless (which will be introduced when the Housing Bill is enacted – likely to be April 2015).
- 5 One theme which emerged consistently during discussions with authorities was the limited knowledge that the majority of local authorities had about the private rented sector in their areas. Most local authorities had some knowledge of the extent of the private rented sector in their areas, and good knowledge about the extent and condition of the sector where there are concentrations of privately rented properties and/or HMO's. However, most had fairly limited knowledge about the landlords in their area – who they are, the extent of their property portfolios, the markets they choose to work in, their future plans, their level of skills in respect of the management of the homes they own, and their willingness to work in partnership with the local authority.

6 If local authorities are going to be able to encourage landlords to work in partnership with them, they will need to engage with landlords to fill this knowledge gap, to find out what local authorities need to do to make partnership working attractive to landlords.

7 The purpose of this advice note is to provide guidance to local authorities on how to:

- make contact with landlords in a way which does not contravene the Data Protection Act
- obtain relevant information from landlords via an online questionnaire

Making contact with landlords in your area

8 In most local authorities, information about private landlords is held by a number of teams on a number of different databases, e.g:

- Housing Benefit
- Housing enforcement
- Homelessness and housing advice
- Building Control
- Social Services
- Planning

9 The provisions of the Data Protection Act 1998 explicitly preclude data controllers¹ sharing personal data held on databases, without the informed consent of the data subject². Therefore, (unless landlords are advised when they provided their personal data to the authority that the information would be shared, and given details of who it might be shared with, and for what purpose), personal data held on individual databases cannot be shared. In effect, this prevents the development of a corporate database of private landlords.

10 The project consultants have therefore recommended to many authorities that they adopt an information sharing agreement, where each team agrees to distribute corporate newsletters, briefings, etc. to landlords whose details are held on their team databases.

¹ A person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

² Section 237s(2) Housing Act 2004 allows the local housing authority to use any information obtained by the local authority for Housing Benefit and Council Tax purposes, in exercising of their powers under the Housing Act 2004. This covers powers in Part 1-4 of the Act, which is Enforcement of Housing Standards, all types of Licensing and all management orders.

- 11 The project consultants have also recommended to several authorities that they include in a corporate newsletter for landlords an article about how the authority wants to make contact with landlords who operate in their area, and the reasons for this.
- 12 We have suggested that the article includes a website link to an on-line questionnaire. As a means of boosting response rates, we have also suggested that authorities offer entry into a free prize draw for landlords who complete the questionnaire in full. It will be down to each authority to determine the prize, but £100 worth of vouchers might significantly increase the rate of response. A draft article is provided at Appendix 1.
- 13 We have suggested that the newsletter be e-mailed in pdf format to landlords, or sent in hard copy format where the authority does not have an e-mail address. Where the local authority has e-mail addresses, it might also want to consider an e-mail direct to landlords (with a hyperlink to the online questionnaire).
- 14 The authority should also ask local lettings agents, the Rent Officer Service, Landlord Accreditation Wales, the National Landlords Association, the Association of Residential Lettings Agents and the Residential Landlords Association to distribute the newsletter to local landlords they have contact with, to ensure it is circulated to the widest possible audience.

Developing an online questionnaire

- 15 Setting up an account with an online survey provider is straightforward. Determining which survey provider to use is a little more tricky. There are many different providers, and you will want to select a provider which offers you the best options in terms of what you can use on their platform, e.g. the ability to:
 - use corporate logos in the questionnaire
 - use skip logic (this is the ability to direct users to specific questions, dependent upon their responses to previous questions)
 - download the responses in excel format (this is useful as it enables you to either carry out further analysis of the data in Microsoft Excel or export it to another software package e.g. Access, to analyse the data further).

A useful guide to the design and use of free online surveys can be found by following the hyperlink below:

<http://knowhownonprofit.org/how-to/how-to-design-and-use-free-online-surveys>

- 16 Before you start it might be worthwhile establishing whether there is any expertise within the Authority in the use of on-line surveys. It might be that an Officer who already has expertise could offer you help and support and you might be able to use a platform that the Authority has already purchased a licence for.
- 17 You might want to use the paid-for services provided by some online survey providers, as these provide the user with more tools, and can be purchased on a month by month basis. It might be that the authority has already purchased a licence to use a specific platform.
- 18 When you have established an account, you will need to familiarise yourself with the survey tool. Once you have done this you will need to develop the questionnaire. By following the hyperlink below you can access an illustrative example of an online survey. It took approximately 45 minutes to develop the questions and a further 45 minutes to input them into the online survey package.

<https://www.surveymonkey.com/s/QTYLB6S>

- 19 The survey questions shown in this hyperlink are in Appendix 2. The survey results will provide you with the following information:
 - landlord contact details to enable you to undertake further research work with them
 - their portfolio's (number and types of properties they let)
 - their target markets
 - arrangements for managing their properties
 - whether they let property to tenants in receipt of LHA

Post-survey work

- 20 When you have received responses to the online questionnaire, it is important that you use those contacts to gain a clearer understanding of the respondents' needs, aspirations and expectations. You will need to engage respondents in discussions to enable you to shape your policies and processes so that you are able to offer landlords packages that they find attractive and that will encourage them to work in partnership with the authority.
- 21 You will want initially to discount landlords whose main market is holiday lets, the executive market or middle income households. You are most likely to be able to secure a supply of good quality, affordable housing from landlords whose main market

group is low income households, and whose properties are let at LHA rates or 15% more than LHA rates, for your area.

22 It is likely that the needs, expectations and aspirations of different types of landlords will vary, therefore respondents should be categorised by the size of their portfolios:

- owners of single properties
- owners of less than 5 properties
- owners of 5-10 properties
- owners of 10 or more properties

23 Landlords can then be contacted by e-mail or phone to seek volunteers to participate in further research work. You could arrange to meet with groups of different types of landlords (as shown above), or undertake one to one interviews (either in person or by phone), or adopt a combination of these two approaches. If you are to obtain a high rate engagement, it will be important that you are flexible, and engage with landlords in the way that they prefer.

24 You will want to ask landlords questions about the following:

- their portfolio
 - how long they have owned and managed property for
 - areas properties are located in
 - reasons they have acquired property in the area
 - whether they are currently purchasing property
 - type and size of property
 - condition of property
- their expectations as a landlord
 - how long they intend to remain as landlords
 - how regularly they invest in the repair and maintenance of their properties
 - size of return they expect from their portfolio
 - whether they achieve the expected level of return
- challenges they face as a landlord
 - what are the biggest challenges they face as a landlord
 - how do they overcome these challenges
 - where do they go for support or assistance
- what types of advice and assistance they would like the Council to provide for them
 - advice about demand for rented accommodation
 - advice on where to invest
 - advice on the management of properties

- information about services available in the Council and how to access them
- support to assist them grow their businesses
- tax advice and tax planning
- other areas
- their engagement with the Council
 - their experience of dealing with the Council
 - what types of information would be of most assistance to them (impending legislation, information about services and finance availability, tax planning, HMO legislation, etc)
 - how they would prefer to receive this information (via landlord forums, newsletters, other)
 - their awareness of landlord forum meetings
 - whether they have attended meetings previously
 - their views of the meetings
 - how meetings could be improved
 - when would be the best time of day for them to attend
 - what would be the best location for meetings
- their willingness to work with the Council
 - what would make them more inclined to work in partnership with the Council
 - how willing would they be to house nominees from the Council
 - how willing would they be to accommodate people in receipt of Housing Benefit
 - how willing they would be to accept a paper based bond from the Council or another agency
 - how willing would they be to hand the management of their property over to the Council or a partner agency to manage on their behalf, in exchange for guaranteed rental return
 - whether the payment of a low interest loan would make them more inclined to work with the authority

25 You can then use the results of the survey and follow-on research work to engage more effectively with landlords and to develop offers to landlords who are willing to work in partnership with the authority.

26 Once the details of the authority's offer to landlords has been approved by Council, it can be marketed directly to landlord using the methods identified in paragraph 14, and by sending details direct to landlords whose contact details you captured from the online survey.

27 It might also be beneficial for authorities to undertake a similar type of exercise with owners of empty properties, using an amended version of the on-line questionnaire.

Calling all landlords – Anywhere County Council needs you!

If you're a landlord who owns property in the Anywhere area, we need your help and we'll make it worth your while by offering you the chance to win (details of prize) in our free prize draw.

The private rented sector across Wales has grown significantly over the last decade and Anywhere is no different. More than x% of homes in Anywhere are privately rented and this is likely to continue to grow in the coming years. At the same time the proportion of homes in the social rented sector continues to reduce.

As a Council we want to work more closely with the private rented sector to provide good quality homes for people in housing need.

As a Council we are in the process of reviewing the way that we work with the private rented sector and to do this we need to improve our understanding of the private rented sector in the area. We have developed a brief online survey which we would like as many landlords as possible to complete. The survey asks about:

- the property you let
- arrangements for managing your property
- the markets you work in

In addition the survey asks for your contact details. This will enable us to provide you with more information about the way we are changing our approach to working with the private rented sector, what we can offer you as a landlord.

The survey takes about 2 minutes to complete and all respondents who complete the questionnaire in full will be entered into a free prize draw on the (date) to win (details of the prize).

To complete the survey click on the hyperlink below (hyperlink)

The name(s) of the winner of the free prize draw will be published in the next edition of (name of the landlord newsletter).

Draft online questionnaire

Thank you for following the link to access this survey.

The survey is being undertaken by Anywhere County Council's Housing Strategy Team. We are carrying out a survey of landlords who own and/or manage homes in the area, because:

- we want to know more about the nature of the businesses that make up the private rented sector in Anywhere (e.g. the number of properties you own and let, the types of households you let your homes to) to help us understand how we can work in partnership with you to provide good quality, affordable homes for people in the area
- we want to develop an accurate and reliable database of landlords who operate in the area to enable us to provide you with accurate and up to date information on issues that affect you in your role as a landlord.

The information you provide in your responses will be treated in the strictest confidence. Your contact details will form part of a corporate database which will be used to send you periodic information in the form of newsletters and e-briefings. It may also be used to contact you to undertake further research into the private rented sector in Anywhere. If you want more information on why we are carrying out this survey, you can contact Jane Smith on 012345678910.

The questionnaire will take you no more than 2 minutes to complete. If you complete the questionnaire in full, you will be entered into a free prize draw, for (details of the prize). The draw will take place on (date), and the winner's name will be published in the next edition of our landlords newsletter.

1 Start survey

Yes

About the Properties You Own and Let

2 How many properties in total do you own which are let to tenants?
(Options)

1
2 – 4
5 – 10
10 – 20
20 -30
30 – 40
50 + (please specify the exact number)

3 How many properties do you own which are let to tenants in the Anywhere Council area?
(Options)

1
2 – 4
5 – 10
10 – 20
20 -30
30 – 40
50 + (please specify the exact number)

4 How many of the following types of properties do you own and let to tenants in the Anywhere Council area?
(options)

Flats (insert numbers)
Houses (insert numbers)
Houses in multiple occupation (insert numbers)

5 What arrangements are in place for managing the properties?
(Options)

I manage the properties myself
I use a managing agent to manage the properties on my behalf
Other (please specify)

6 Do you have any qualifications or accreditation in relation to the management of housing?
(Options)

I am a member of RICS or CIH
I am an accredited landlord with Landlord Accreditation Wales
I am an accredited landlord with the local accreditation scheme
Other (please specify)
I have no qualifications or accreditation in the management of housing

Your Target Market

7 Who do you mainly let properties to?
(Options)
The holiday letting market
Executive lets (monthly rent approx £X – Council to insert figure)
Middle income lets (monthly rent approx £X – Council to insert figure)
Low income lets monthly rent approx £X – Council to insert figure marginally above LHA rate) (if the landlord selects this option they should be taken to question 8. All other responses should be taken to the end of the survey)

Letting your properties to people who receive Housing Benefit

8 Do you let to tenants who receive Housing Benefit to help them pay their rent?
Yes (Go to end of survey)
No (Go to question 9)

9 Please state the reasons why you do not let to tenants who receive Housing Benefit?
(Free text)

Your contact details

10 Name
(Free text)

11 Phone Number
(Freetext)

12 e-mail address
(Freetext)