

## Appendix 2: List of consultation questions

We welcome comments on all aspects of our proposals and are particularly interested in responses to the following questions. The paragraph numbers indicate the start of the relevant section of the White Paper.

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Please tick to indicate if you are:	Tenant:		Landlord:		Other (please specify):	Professional Body
<b>Question 1</b>						<b>Please Tick</b>
Do you support our proposals for changing the legal framework for renting a home?						<b><u>Yes</u></b> No
Briefly, please explain your answer. Overall ARLA supports the aims of simplification and consistency. However there may be an analogy with the recent court of appeal decision in Superstrike Ltd v Marino Rodrigues (2013) EWCA Civ 669. For little over 6 years the entire lettings industry was convinced that where a fixed term contractual tenancy ended there was no need to register or even re-register a deposit after that term. The court has now ruled otherwise, which effectively means that a little over 1 million individuals may have been 'unlawfully' evicted by the courts since 2007. If the Welsh Assembly introduces two tenancy agreements of a prescribed format it will require the support of the industry, and more importantly the support of the court system and judiciary. The drafting of the legislation will be highly significant.						
<b>Question 2</b>						<b>Please tick</b>
Do you agree that the secure contract should be based on the current local authority secure tenancy (paragraph 6.11)? <i>N/A</i>						Yes    No
<b>Question 3</b>						<b>Please Tick</b>
Do you agree that the standard contract should be based on the current assured shorthold tenancy (paragraph 6.13)?						<b><u>Yes</u></b> No
Briefly, please explain your answer. ASTs are the only precedent available. Standard contracts must cover the Proceeds of Crime Act (2002), and the myriad of consumer protection legislation, e.g. The Cancellation of Contracts Made in a Consumers Home or Place of Work etc. Regulations (2008) , the Consumer Protection from Unfair Trading Regulations ( 2008), etc.						

Question 4	Please tick for each	
Do you support the proposals in relation to each of the following issues:		
a) Addressing the anti-social behaviour of some households (paragraph 6.17)	<u>Yes</u>	No
Briefly, please explain your answer. <b>Gathering the evidence necessary to deal with anti-social behavior is particularly challenging in the private sector. Social landlords enjoy greater investigatory powers and closer relationships with other agencies, such as law enforcement.</b>		
b) Dealing with domestic abuse (paragraph 6.25)	<u>Yes</u>	No
Briefly, please explain your answer. <b>See answer to Q4 (a) above.</b>		
c) A more flexible approach to joint tenancies (paragraph 6.27).	<u>Yes</u>	No
Briefly, please explain your answer. <b>Again this is a good idea in principle, but there are practical difficulties. Allowing joint tenants [who wish to leave] to issue notices is not the same as requiring them to do so. In practice joint tenants [who are left behind] are already often allowed to stay in their rented property. The problem is one of affordability, not any desire by the landlord to terminate the tenancy.</b>		
d) Abandonment of the property by a tenant (paragraph 6.31)	<u>Yes</u>	No
Briefly, please explain your answer. <b>We support removal of the need to go to court, but consideration must be given to the Protection from Eviction Act (1997).</b>		
e) Renting by young people (paragraph 6.33)	<u>Yes</u>	No



Briefly, please explain your answer. We are not aware of a legal prohibition for 16 and 17 year olds holding tenancies of the same nature as those aged 18 and over. We believe the issue is that although those from 7-17 years can enter into a contract, there is a presumption that those under 18 years do not understand the implications of a contract. For this reason courts are sympathetic to requests to void contracts entered into by those under 18 years, and therefore landlords and their agents are reluctant to consider under 18s unless they have a guarantor.

f) Standardising succession rights (paragraph 6.36)N/A	Yes	No
Briefly, please explain your answer.		
g) Standardising eviction for rent arrears (paragraph 6.42)N/A	Yes	No
Briefly, please explain your answer.		
h) Requiring landlords to ensure there are no Category 1 hazards under the Housing Health & Safety Rating System (paragraph 5.5(g))	<u>Yes</u>	No
<p>Briefly, please explain your answer.</p> <p>ARLA has some observations:</p> <ul style="list-style-type: none"> <li>• The cost of this requirement is likely to be passed onto tenants;</li> <li>• Social landlords should comply with the Decent Homes Standard;</li> <li>• Prosecutions for breaches of HHSRS requires consideration of all 29 hazards, not just Category 1 hazards;</li> <li>• ARLA supports the extension of Primary Authority 'assured advice' to cover HHSRS. In fact ARLA is considering entering into a Primary Authority relationship itself on behalf of all members.</li> </ul>		
i) Abolishing the six-month moratorium on 'no fault' evictions (paragraph 6.48)	<u>Yes</u>	No
Briefly, please explain your answer. There should not be a six month moratorium period.		
j) Establishing a legal framework for supported housing (paragraph 6.55)N/A	Yes	No
Briefly, please explain your answer.		



k) Bringing housing association Rent Act tenancies within the Renting Homes framework (paragraph (6.62))	<u>Yes</u>	No
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Briefly, why have you answered in this way? These tend to be poor quality properties which damage the reputation of the private rented sector.

**Question 5**

What do you consider to be the most significant elements listed in Question 4 people who rent their home? (c): joint tenancies

**The box below is provided for any additional comments you may have.**

ARLA supports:

- A requirement for written contracts. Ideally contracts should be entered into before occupation is allowed. However it may be acceptable for occupation to be allowed prior to contracts being entered into as long as they have been issued (at least in draft) prior to occupation.
- Summary pages for models contracts

In addition

- A big bang approach to implementation will require a communications strategy for tenants, landlords and lettings agents. This should include guidance as to the status of specially negotiated clauses.

<input type="checkbox"/> Responses to consultations may be made public – on the internet or in a report. If you would prefer your name to be kept confidential, please tick the box:	
If you are responding on behalf of your organisation, please tick the box	<b>X</b>
Please tick if you are prepared to be contacted in relation to the development of the Renting Homes Bill?	<b>X</b>