

RH 10

Y Pwyllgor Cymunedau, Cydraddoldeb a Llywodraeth Leol/
Communities, Equality and Local Government Committee
Bil Rhentu Cartrefi (Cymru)/Renting Homes (Wales) Bill
Ymateb gan: Cyngor Dinas Caerdydd
Response from: City of Cardiff Council

Cardiff Council welcomes the opportunity to comment on the Renting Homes (Wales) Bill. We agree with the principles of streamlining and modernising the legal basis for renting a home and achieving greater clarity and consistency in the rights and responsibilities of both tenants and landlords.

The Bill has many positive aspects, such as the bringing into line of local authority and housing association tenancies via the secure contract, which should further support partnership working. The ability to issue 16 and 17 year olds with contracts will remove the often problematic requirement for a trustee and make it easier to enforce the tenancy terms. Increasing flexibility around joint tenancies will assist social housing providers in addressing anti-social behaviour and domestic abuse as the proposed changes will make it easier to remove one party from a joint contract without adversely affecting the other.

However, Cardiff Council does have some concerns about the detail of the Bill and how certain elements will work in practice, which are detailed below.

Joint contracts

Cardiff Council agrees with the changes to enable joint contract-holders to withdraw from the contract without ending the contract for all parties (s111) and for the landlord or contract-holder to exclude and terminate a joint contract-holder (s221-226).

These changes will enable the contract to reflect the reality of the situation and enable the resident tenant to take full advantage of their rights under the contract e.g. exchanging or transferring their tenancy.

We would like clarification on the service of notices for excluding and terminating joint contract-holders. Often the Council does not know where the joint tenant is

living so the best we can do is to serve the notice on the joint contract-holder's last known address.

During the white paper consultations we expressed our reservations about a contract-holder being able to ask for a person to be added to the contract (s49-51) and are pleased that the Bill allows us to reasonably refuse the request (Schedule 6).

Succession (s78-83)

Currently when a joint tenant dies the tenancy passes onto the remaining tenants by survivorship. Once all the joint tenants die the tenancy ends and no one else can succeed. Under the rules of the 1985 Housing Act, when a sole tenant dies there can only be one succession.

Under this Bill on the death of a sole contract-holder there are potentially two or even three successions:

1. A priority successor;
2. A substitute successor if the priority successor decides to give up their contract within 6 months; and
3. A reserve successor which includes carers.

In addition the Bill allows for more than one person to succeed at a time.

There also seem to be some changes to joint contract-holders who can pass on their contract by survivorship, but if a contract-holder has been "added" to the contract they can be treated as a priority or reserve successor.

Although one of the aims of the Bill is to clarify housing law, the changes to succession appear to make it more complex.

Cardiff also has concerns that these new succession rights will substantially increase the length of the contract at the detriment of those on our waiting list in urgent need of housing.

With respect to substitute successors, we have concerns about the short time we have to serve notice on potential 'substitutes' (i.e. 14 days) and the practicalities of knowing who the successors are and where they are living. There is also a potential

risk of undue pressure being put on a priority successor to end the contract so a reserve successor can succeed in their place (especially where vulnerability may be an issue).

Mutual exchanges (s118)

The Explanatory Memorandum says that exchanges will be more flexible under the Bill, allowing for empty properties at both ends of a chain. We are in favour of this if it enables the best use of our housing stock. However we would need further explanation of how this would work in practice.

End of tenancy when no successor (s154)

Enabling a contract to end automatically after one month on the death of a contract-holder where there is no successor is helpful. We would however like further guidance on:

- what constitutes a “notice of death” given by the representatives of the deceased, so it is clear when the representatives are only informing us of the death and when they want to end the contract earlier than 4 weeks; and
- what action we can take if there are possessions left in the property after expiry of the notice e.g. can we dispose of them immediately or do we need to serve a further notice on the representatives.

Prohibited Conduct (s55, s116, s158 and Sch&)

We agree that the prohibited conduct term should be a mandatory requirement in all occupation contracts and that it includes domestic abuse. The ability to exclude a joint contract-holder for breach of the prohibited conduct term will be a useful tool enabling us to evict the perpetrators of domestic abuse and anti-social behaviour without ending the contract for their victims.

Lodgers (s113)

Under the Bill contract-holders do not have to inform the landlord if they have a lodger. However, we would like contract-holders to have a duty to notify the Council when a lodger moves in and to provide details such as their name and date of birth. We consider it important to know who is living in our properties to help us support

and protect, for example, vulnerable residents, witnesses, and victims of crime and anti-social behaviour.

Also under the Water Industry (Undertakers wholly or mainly in Wales) (information about Non-owners Occupiers) Regulations 2014 we must inform Dwr Cymru Welsh Water when an occupier, aged 18 or over, moves in with our tenant and provide them with their date of birth.

Trespassers (s235)

Currently when a tenant moves out and there are still people living in the property we may grant the occupiers “use and occupation” whilst we make our investigations and decide whether to take action as they are trespassers or to offer them a tenancy. We may also do this on the death of a tenant where there is no successor. We would appreciate guidance on what the Bill proposes in these circumstances.

Introductory contracts (sch 4)

The terms of an introductory contract are similar to our current introductory tenancies. However the Bill allows a contract-holder to apply to Court for a review of our decision to issue a notice of extension. Court action takes time, expense and resources. We consider that for both parties the expense, time and workload involved in taking such action is not justified when extending the contract for only 6 months.

Prohibited Conduct contracts (sch7)

The terms of a prohibited conduct contract are similar to our current demoted tenancies with the addition of being able to extend the contract. We consider this to be a useful tool but have the same reservations on the contract-holder being able to go to court as mentioned under introductory contracts above.

Contract Conversion (s236-238)

Our current tenancy agreements are written in plain English but the new secure contracts include terms taken directly from the Bill. Therefore in addition to the contract itself the contract-holder will need further information to explain its provisions. Providing all our contract-holders with this information could be very expensive.

It would be helpful to receive guidance on what we have to provide to our current tenants at the time of conversion and by the six months after conversion e.g. is a signed contract a requirement. Also, there is the potential for confusion about the terms of the contract between the date of conversion and the issuing of a new written contract.

Supported Standard contracts (Part 8)

Section 143 (4) (a) – in defining “support services” we are unsure why there is a need to specifically identify housing that supports those in controlling or overcoming an addiction. The Bill should either list every type of supported accommodation (which would include refuges, schemes for people with a mental health problem etc), or simply include points (b) and (c) which generally cover all types of provision.

Section 144 Mobility - the explanatory notes are useful in explaining the intentions behind this section, however, as currently written it is very difficult to infer the intended meaning from the wording in the Bill alone.

Schedule 2, Part 5, s14 - there may be some inherent difficulty for landlords and providers to know about previous contracts where they run successively. This would be especially true for someone entering supported housing in one local authority area who had transferred from another local authority area. Currently not all local authorities manage admissions into supported housing in their area and are therefore not privy to the dates that licences/contracts commence or details of any extensions. If this is to be a new requirement on local housing authorities, this should be clearly stipulated in the legislation and covered in the guidance.