

RH 27

Y Pwyllgor Cymunedau, Cydraddoldeb a Llywodraeth Leol/  
Communities, Equality and Local Government Committee

Bil Rhentu Cartrefi (Cymru)/Renting Homes (Wales) Bill

Ymateb gan: Llamau

Response from: Llamau

### **About Llamau**

Llamau is Wales' leading homelessness charity and has built a reputation for engaging with the most challenging and socially excluded individuals, supporting them to move from vulnerability to independence.

Our principle activity is to promote the wellbeing and welfare of people in need in Wales by assisting them to meet their holistic needs in the areas of accommodation, safety from abuse, advocacy, education, training, counselling and the reduction and prevention of offending.

We have 28 years' experience supporting vulnerable young people, children and women with a range of complex needs including offending issues, mental health issues, substance misuse and a variety of abuse issues. We offer mediation services, supported accommodation, advice, floating tenancy support and emergency tenancy support. Our EMPHASIS project provides intensive, holistic support to young people and their families in relation to homelessness, family relationship breakdown, education and employment as well as physical and emotional health and isolation.

Llamau is Wales' largest single provider of refuge space for individuals experiencing domestic violence, and our women-only supported Our range of services includes gender specific supported accommodation, refuge provision; outreach services; specialist homelessness prevention services, Freedom Programme, Recovery Toolkit provision; specialist parenting support as well as delivering from a number of Multi Agency Centres in Wales.

Our youth homelessness, gender specific and domestic abuse services are focused in South Wales, but we deliver other support services to homeless young people and vulnerable women across Wales. Our pan-Wales project, Symud Ymlaen / Moving Forward works with young care leavers and youth offenders to develop their employability skills and to take part in a six-month paid work placement.

Last year we worked with 4,782 individuals, providing support to enable 94% positive outcomes.

Our support is flexible and tailored to individual need; underlined through the philosophies of empowerment and choice. **Llamau is a values-led organisation which puts service users first and at the heart of the organisation.**

### **Our response:**

In general, Llamau warmly supports the process that the Welsh Government has embarked upon to simplify the process of renting a home in Wales. The reduction in the number and types of contracts will make it easier for tenants to understand their contract and will make it easier for organisations such as us to advise and support our service users. In addition, as a provider of accommodation that will be governed by this legislation, we welcome many of the changes from the White Paper that we felt were necessary for the bill to be improved.

### **Part 2 & 3 – Occupation contracts and landlords and Fundamental Provisions**

In general, the creation of three types of contracts for renting simplifies an important part of many people's lives. We recognise the Welsh Government's approach to using the Renting Homes Bill to achieve its aims within the Housing (Wales) Act 2014 to use private landlords. We believe that the simplicity and transparency of the new types of contracts will reduce the complexity of renting and consequently reduce the number of disputes, tenancy failures and will help people to manage their tenancies in a more independent way.

We welcome the concept of unmodifiable fundamental provisions of occupation contracts, which will not be negotiable and will form a secure and equitable basis to all accommodation contracts, while remaining reasonable for the landlord's interests.

We especially welcome the provision that requires landlords to provide a written contract to a contract holder. We feel that this simple duty for landlords to follow will make a significant difference to clarify situations where contractual obligations are not clear.

However, the process for claiming compensation through the courts is potentially off putting to contract holders who may have a realistic claim against their landlord. This process may be better enforced through an ombudsman or arbitration process, and will also reduce the impact on the capacity of civil courts. The sum of money in any one action for most will total no more than £1,000 - £1,500 given current rental markets, therefore is an appropriate sum to be decided in this way.

Given the complexity of the current legislative framework which governs renting homes in Wales, it is likely that there are a number of rogue landlords, who current abuse the system through the ignorance of many renters, there is no reason to believe that this will change simply with new legislation, there will need to be clear and unambiguous enforcement of it. Therefore, it will be important that legal

remedies are available and easily accessible by all, especially the most vulnerable and it is a valid policy aim for the Welsh Government to try and address this through legislation.

#### **Part 4: Condition of dwelling**

We think that this part of the bill is appropriate and clearly sets out the landlord's responsibility to keep the dwelling in a reasonable condition.

We would suggest that access to dwelling (Section 98, subsection 2) involves some element of reciprocation with the contract-holder to confirm that the landlord, or someone acting on his/her behalf can enter the property at an agreed time. We would suggest that the landlord must give 24 hours' notice and also have a mutually-agreed time with the contract holder, and maybe for 48 hours to elapse if no answer is given by the contract holder before entry is permissible.

As far as we can tell, the legislation only gives the right for a landlord to enter a dwelling to inspect its condition and state of repair, or to carry out works or repairs. Without being an expert on the law of trespass, these appear to be the only lawful grounds for a landlord to enter a dwelling that is being rented. Many landlords, especially those who will offer periodic or standard contracts will also want access to a dwelling to show prospective tenants around a dwelling, for example, or to ensure that no unlawful activity is going on. Although Section 98 is modifiable, this may need to be expanded on the face of the legislation to avoid any ambiguity.

#### **Parts 5, 6 & 7 – Provisions that apply to secure contracts, periodic standard and fixed-term standard contracts**

Llamau believes that these provisions are distinct enough to warrant different types of contracts, and that the provisions are appropriate and reasonable when forming accommodation contracts.

#### **Part 8: Supported Standard Contracts**

Llamau had particular concerns at the White Paper stage at the lack of distinction of supported accommodation, a type of accommodation that Llamau offers to many of its service users, within the types of contracts, and we welcome the recognition in legislation of the types of accommodation contract and support that we offer.

We also had concerns at the proposal to convert supported standard occupation contracts into secure contracts after two years. While the majority of our tenants are not supported by us for a length of two years, usually moving on from our support

within 12 months, we have some people who require longer term support. We would not want to feel that the amount of support we felt able to give would be legislatively constrained, but instead to encourage a person to move on into an independently

managed tenancy, with minimal support from Llamau, at a time when the individual would feel ready.

We do not want a situation where the new periodic contracts would be used as the norm for private landlords when dealing with medium to long-term tenancies. Llamau suggests that the committee look at options to discourage long-term periodic use of standard contracts and when a secure contract is the fairest option for a periodic contract-holder in privately rented accommodation that they have a legal remedy to have this considered.

At this point, we would ask for ministerial or committee clarification on when supported standard occupation contracts would need to be issued to someone who is supported by Llamau. We operate a system where we constantly review with a young person how much support they require to identify a point where. A young person may require support for just a few more weeks further on after the six-month point, for example.

We would ask:

As the legislation stands, is there provision for a supported standard periodic contract, i.e., which would be suitable for renewing on a weekly, fortnightly or monthly basis after a six-month period of supported accommodation from Llamau, or a similar organisation?

### ***Temporary exclusion.***

Llamau has questions around how temporary exclusion may be used in practice. We have had situations where our intensive support with young people who have severe behavioural problems may require exclusion longer than 48 hours because of poor behaviour, and/or more often than three times in a period of six months. Llamau's ethos is never to give up on a young person, no matter how challenging their behaviour may be. It is tricky to get this right in legislation to ensure that standard supported contracts offer as much stability as possible, but also ensure the safety of all of those who access it. As the legislation stands, it may be the correct approach, but we would ask the committee to revisit this provision and seek further advice.

We would also suggest that the committee recommend an addition in Section 145.2 an additional act of "a credible threat of using violence against any person in the dwelling."

### **Section 9, 10 and 11 – Termination, Miscellaneous and Final Provisions.**

We believe that these provisions are appropriate and necessary for the bill's principles and aims to be achieved.

2. Llamau does not believe that there are any potential barriers to the implementation of the provisions of the bill.

3. Llamau does not believe that there are any unintended consequences arising from the bill.
4. Llamau does not have a view on the financial implications of the bill.
5. Llamau believes that the powers set out in the Bill for the Welsh ministers to create subordinate legislation are proportionate and correct.