

Y Pwyllgor Cymunedau, Cydraddoldeb a Llywodraeth Leol
Communities, Equality and Local Government Committee
CELG(4)-11-15 Papur 4 / Paper 4

1. I am responding to this consultation on behalf of NUS Wales, in my capacity as Policy and Governance Consultant.
2. NUS Wales is the representative body of over a quarter of a million students in Wales. We represent students in both the FE and HE sectors.

General Comments

Part 2

3. We are strongly supportive of the move to underpin all home rentals by a written contract. It is vital, for both the landlord and tenant, to have surety and a written contract outlining respective rights. We also support the principle of the introduction of "contract-holder" for clarity. The move towards a simpler, transparent system for both landlords and tenants is something that should be encouraged.
4. The Bill also makes provisions for the introduction of "occupation contracts". Students are most likely to fall under a standard contract, but naturally this will not always be the case. A standard contract appears to be the one that will most likely be used in the private sector, with a secure contract being the preferred option for the social sector.
5. We agree with the definitions used for the contracts, and in the necessary separation. The standard contract can either be periodic or fixed term. In some existing cases, a fixed term contract will become fixed term at the end of the fixed term tenancy. For landlords and letting agents who primarily target students, a fixed term contract will normally only become another fixed term contract. There is therefore limited flexibility for a student to remain in that property when they finish their studies.
6. One of the serious difficulties facing students across Britain is in fixed terms contracts. The nature of how some letting agents operate means that some students feel they have to know who they will live with by the end of the first week at university. ¹ A fifth of respondents to NUS UK's *Housing Fit for Study* said that they had signed up for a property seven months in advance, with 40% thinking they would be left with no home. This often means that they will have signed for a property in January or February, and they will not even move into that property until September. Arrangements between students – often several living in houses of multiple occupancy – can change markedly in such a large window of time, and

¹ <http://www.nusconnect.org.uk/resources/open/housing/Homes-Fit-for-Study-Housing-Report/>

students will still be tied into their contract. There are currently contracts where people can (for example) sign up to a property for a year but, after six months, only give one month's notice as a break clause. The landlord is tied into the contract for a year, but the students have a degree of flexibility to move to a smaller property if their situation demands it. We would advocate a move to where this contract becomes offered in the first instance, in order to offer security to both tenants and landlords. Point 62 (a) in the guidance notes aids this.

Part 3

7. The early stages of Part 3 within the existing Bill address written contracts. As we have already outlined, we strongly believe in written contracts for both the contract-holder and the landlord. We do have concerns regarding 34 (1). The right for the contract-holder to take the landlord to court is an important one, but it must be properly advertised to all tenants. We would therefore suggest that the 14 day limit is extended, at least in the early days of the legislation coming into effect in Wales. 14 days is not much time for people who are unsure of legal proceedings to take the decision to take someone to court. We believe this should be extended to give students the opportunity to challenge potentially unfair decisions.
8. Part 3, Chapter 5 tied neatly into our point 6. 48 (1) states that each joint contract-holder is responsible to the "performance of every obligation". This means that if one contract-holder withdraws from a property, the remaining contract-holders will be responsible for the full rent. This is, of course, perfectly acceptable for the landlord. Our reservation is that if the circumstances of a group of students change in the nine months between them signing and moving in, the remaining students will be liable for any outstanding rent. Likewise, if a student decides to move out of a property following the start of the tenancy, the other students may be forced to pay the rent for the rest of the fixed-term contract. While it is true that the students' union may be able to find someone else to move in, this in itself will normally require a payment (to change the names on the contracts). A break clause protecting these joint contract-holders, so that they can give a month's notice, is vital. This contract exists and more must be done to ensure that letting agents advertise it. It is also vital that the landlord is still bound to the entirety of the fixed-term contract. If not, they could decide to serve a notice on the tenants' so that they could find someone who would be there for longer. We believe that letting agents should have to make students and landlords aware of these contracts before the agency fee is paid.
9. 52 (3) is unclear about whether or not the ceasing contract-holder will still be able to claim their share of a deposit back. It appears to clash with 52 (2). This must be clarified. Otherwise, the ceasing contract-holder will not get any of their deposit back until the end of the fixed term contract. This could be as long as a year away, which will make it more difficult for the exiting tenant to afford a deposit for another property.
10. 53 (1) to 53 (3) stipulate that there can also be joint landlords. For joint contract-holders, a named individual must presumably act as a lead/head tenant. A similar proviso should be in place here, to ensure a consistent point of contact between the contract-holder and the landlord.
11. Part 3, as highlighted in Chapter 7, presumably, if a contract-holder is found to have engaged in anti-social or other prohibited activity they will be removed from the contract. However, it is not clear what impact this would have on the remaining joint

contract-holders which would be cause for concern. We agree with the principle behind this proposal, but it needs to be made clearer. If the contract-holder is evicted from the property, it is unclear whether the other joint-contract holders will still be responsible for "all the obligations". If so, it is vital that they have a break clause.

12. Chapter 8 concerns the responsibility for repairs and maintenance. According to the Explanatory Memorandum, the landlord will be responsible for water, gas, electricity, sanitation and heating/hot water. It is vital that the contract-holder has a right of complaint in the event that the landlord does not do this satisfactorily.

Part 4

13. We support the principle that no-one should have to live in accommodation that is not fit for human habitation. In *Housing Fit for Study*, three quarters of respondents felt that they had problems with the condition of their home. We do note with concern that the Bill, as proposed, will not see local authorities carrying out inspections on properties. We accept that placing duties on local councils would have budgetary implications – which would be particularly acute in some areas. However, we are concerned about the accountability of the landlord when issues are raised by tenants with regards repairs of housing quality. For instance, top of the criteria list in the Explanatory Memorandum for "criteria for unfitness for human habitation" is damp and mould growth. This can cause serious health issues. The contract-holder can bring a claim against the landlord if this is not dealt with, but this is extremely intimidating for a lot of people. We hope that the Welsh Government would consider the feasibility of a complaint function within the office of the Public Services Ombudsman, or a new body.

14. It would be easier if a time limit was placed on the landlord, for how soon they have to inspect and remedy the problem. We are also concerned about 140 (EM). What limit will be placed on reasonable effort, with regards to access? The landlord will not be liable if they cannot access areas with reasonable effort. But what if the problem persists? Will the contract-holders be forced to live in a house not fit for habitation? This is an area that needs clarity.

Part 5

15. 104 (1) is of concern to us in this section. The landlord should of course be able to increase proportionally rent as they see fit, but there is no clear right of appeal. We are glad that 104 (3) (b) is in place, but we still believe that a percentage increase in rent should have a right of appeal.
16. The issue of what is reasonably practicable is another challenging one, but it is very relevant to 111 (4). The landlord must give notice to other contract-holders when it is "reasonably practicable". This is surely something that there can be, and must be, a firm timeframe on. We would propose 7 days at the very most, considering how most contract-holders will be looking to give one months' notice.
17. We would also like to put on record our strong support of the principle for parts of this legislation; notably, that often one tenant serves a withdrawal notice and it leads to the entire party being withdrawn. Such issues must be addressed, and we are glad that this legislation seeks to do that.

Parts 6 and 7

18. We are broadly happy with the specific proposals for Parts 6 and 7.

Part 8

19. Our concerns here relate to 145, Temporary Exclusion. A supported individual may be asked to leave the property for 48 hours. The acts for which this can be done are in 145 (2). However, it is unclear whether or not an independent body will be involved to ensure that this is not done on an ad-hoc basis.

Part 9

20. We have cause for concern with 155. The contract may end upon the death of the landlord. Systems will need to be put in place to ensure that the contract-holders are not immediately evicted from the property.

21. We would strongly reinforce our earlier points, regarding flexibility within contracts for students/contract-holders who wish to break their contract.

Parts 10 and 11

22. We are satisfied with these parts.