

RH 24a

Y Pwyllgor Cymunedau, Cydraddoldeb a Llywodraeth Leol
Communities, Equality and Local Government Committee
Bil Rhentu Cartrefi (Cymru)
Gwybodaeth ategol gan: CLA Cymru
Supplementary information from: CLA Cymru

Whether the proposals for landlord’s notice are an improvement on current arrangements for Section 21 notices;

The CLA is relieved that section 21 is essentially being echoed in clause 172 of the Bill as the “notice only” ground is a fundamental factor in landlords’ willingness to let residential property and was key to the regeneration of the sector under the Housing Act 1988. We are, however very concerned that the court’s ability to make an order for possession on the basis of this notice is expressed to be “subject to a defence based on the contract-holder’s human rights”. This would seem to weaken the mandatory nature of the ground.

Whether you have any concerns that proceedings for possession will have to be issued within two months of the notice expiring;

Our concerns here are that in some cases this will put landlords under pressure to act more quickly than they would otherwise have done. Sometimes, landlords are prepared to wait and see if matters (such as rent arrears) improve after the service of a notice whereas, if it is going to expire, they are more likely to feel the need to persevere with the eviction. The two month window is, in our view, too restrictive.

The Bill proposes a procedure that will allow a landlord to recover possession of a property without the need to obtain a possession order from the court. How big a problem is abandonment for private landlords and how do they currently deal with it?

In the CLA’s experience this is a very big problem for landlords when it occurs as it is very difficult for them to know how to proceed. They are often embroiled in the expense of trying to track down missing tenants so as to issue possession proceedings and, to make matters worse, clear up mess and tenants’ belongings that have been left at the property. This aggravation is made worse by the fact that the rent is not being paid and they are unable

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to re-let the property for fear of being accused of carrying out an illegal eviction. Landlords are in an impossible position when tenants do a “runner” and the proposals in the Bill are to be welcomed in principle.

Additionally we welcome the provisions of clause 217 as landlords are often left to deal with tenants’ furniture and clutter it is very important that the parties are clear that these can and will be disposed of at no expense to the landlord. The interplay with the provisions of the Torts (Interference with Goods) Act 1977 will need some consideration.

What risks do the abandonment proposals in the Bill present to private landlords?

The requirement on the landlord to carry out “*such inquiries as are necessary*” to confirm whether the contract holder has abandoned the property needs to be clarified as the landlord would need to know if they have done enough, especially as this will form their basis of a defence if they are subsequently challenged by a tenant. If landlords cannot be sure they have done enough, then they are not in reality going to feel able to repossess the property for at least 6 months in any event, until the window for a tenant’s challenge has expired. This runs the risk of totally removing any perceived benefit for landlords whose property could remain empty with no rent being paid for a further 6 months.

What is going to happen if the court rules that the occupation contract continues to have effect under clause 218(3)(a) but, in the meantime the property has been re-let to a new tenant?

What if landlords are not in a position to provide “*suitable alternative accommodation*”?

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The ability for a court to be able to “*make any other order it thinks fit*” seems potentially draconian and extreme.

The potential for tenants to abandon a property and then behave in a vexatious way, claiming that they have not in fact left the property is an alarming prospect for landlords.

Unless very clear guidance is given (preferably in the statute) as to what constitutes “necessary” inquiries, the potential for protracted disputes seems vast.

Do you have a view on whether the proposals in the Bill relating to abandonment could be improved, particularly in relation to ensuring that vulnerable people are not exploited?

We would suggest that the period in clause 218 (1) be reduced to a maximum of 2 or 3 months. This would be a more proportionate window given that the expressed aim of this provision is to help landlords move forward in cases where the tenant has already neglected their contractual responsibilities.

Finally, you will have noted that the Bill uses the county court (or High Court) for a number of purposes. A number of responses to the public consultation proposed alternative bodies and processes to settle disputes that arise under the Bill. Do you have a view on whether some disputes (other than possession claims) would be better dealt with by the Residential Property Tribunal rather than the courts?

The CLA welcomes all measures that would reduce cost and delay to parties who are already dealing with difficult situations.