THE LETTINGS INDUSTRY COUNCIL (TLIC)

Response to a fairer private rented sector white paper published by the Department for Levelling Up, Housing and Communities.

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Protecting rental stock

It is imperative that the changes brought in by the Renter's Reform Bill do not lead to any more landlords exiting the sector.

This year the PRS is experiencing significantly low stock levels, not seen for many years. Rightmove reported that rental demand is up 6% compared to last year and the number of available properties is down 26% . Landlords have already started to exit the market due to the high levels of regulation, tax and stamp duty changes imposed in recent years. For many 'accidental' landlords, or those with 1 or 2 properties, renting is no longer an affordable investment.

Landlord action undertook a recent survey, the head line results were that after over 1500 landlords taking part, 26% of landlords said that they had served a Section 21 notice in the last 12 months because they wish to sell the property. This is a common theme, in the midst of unprecedented rising rents, with tenants bidding against each other to secure a property.

24% of landlords are planning to serve a section 21 notice in the next 12-18 months, because they fear regulation and that they will struggle to get their property back (this is a panic). The worry is that when the Section 21 Abolishment date is set down, we will see a big hike in these numbers.

Below is their press release of the results of the survey.

https://www.landlordzone.co.uk/news/unintended-consequences-of-plans-to-ban-section-21-evictions-already-happening/?fbclid=IwAR1zLWimL0Um52-y1m8DahbavV1tONTEXTfMillnseRzR11ZqYUKSQT0rb8

Evidence shows that there are currently fewer properties available for tenants seeking a new home and the stiff competition is causing rents to increase to record levels, as is widely reported in the media.

We are seeing a growing population, where the younger generation of 15-24 year olds is expected to increase by 11% by 2030. Consequently there is growing demand for rental property but available property is currently in decline.

We don't want to replicate the shortage of stock experienced by Scotland which is seriously impacting tenants. Following the introduction of open ended tenancies in December 2017 the severe shortage of stock has taken the Scottish Government by surprise. TLIC agents are reporting huge numbers of enquiries when new properties are brought to market. One agent launched 3 small properties on a Sunday afternoon recently, by 9am the following morning they had 400 enquires and by the evening when they took the property off the portals they had over 1,000 enquiries.

It is vital to maintain the supply of desperately needed properties to rent, to prevent a further rise in homelessness and living costs which will inevitably affect the most vulnerable tenants on the lowest incomes.

Those rental properties being sold are not all being bought by other landlords or first-time buyers. In addition, we have seen an increase in the tenant sharer market over recent years and, when a property is purchased by one previous sharer as a first time buyer, there is still the equivalent of two or three sharers still in need of a rental property.

We are losing too many rental properties from the PRS. 59%* of PRS stock sold ceases to be rented, causing a shortage of stock for tenants, pressure on rents and a lack of choice and affordability for tenants looking to secure a new home. PRS stock is rapidly shrinking but as stated above, demand is growing. We need to encourage exiting landlords to sell to new landlords without the need to evict the tenant, (amend Ground 2), allowing mortgages to be created during a tenancy.

There are various reasons for this increase in demand. Firstly, it must not be overlooked that some people don't want to buy or are unlikely to buy immediately upon leaving home. There is now a change in people's working lives and they change their jobs, homes and partners on a more regular basis than previous generations, particularly the younger generation, such as students and those in their 20s. Owning a home can make such lifestyle choices more restrictive than the flexibility renting offers.

Where many tenants do aspire to own their own homes, often they first rent as part of a sharer household. Therefore,

* Hamptons May YTD 2022

even when one or two sharers leave a property in order to buy, there are still others remaining from the sharer household that need a home to rent. This maintains the ongoing demand for rental properties.

The Build to Rent (B2R) sector is growing, however, although there is now some diversification into family homes, the offering available to tenants by B2R providers is predominantly 1 and 2 bed apartments, which best suit the B2R financial model. It is family homes that the PRS has a severe shortage of and B2R is not currently the solution to filling this gap.

TLIC is therefore calling for any changes to the PRS to be very carefully considered and thorough impact assessments conducted, so as to ensure that the proposed changes do not cause more landlords to exit the sector at a point where property is so desperately needed by tenants.

Periodic Tenancies

We consider this proposal to be one of the biggest risks in terms of landlords exiting the PRS.

The Welsh Government had planned to only have periodic agreements but changed back to allow fixed terms as well. We would urge DLUCH to review this proposal and also consider the reasons why Wales did not proceed with this.

Removing section 21 within the current fixed-term AST set up will provide much more security for both sides compared to the proposed periodic setup. We believe it would be better if tenancies remain as fixed term agreements for whatever length the parties agree. This would prevent a landlord from selling or moving back in for the agreed period and tenants could be given the right to serve the required two months' notice to vacate a property when they had been living in it for four months.

Loss of fixed term tenancies. Whilst the loss of the no fault section 21 notice will enable some tenants to remain in properties unless the landlord has reason for a possession action, the often quoted problem was that tenants did not feel secure, put down roots and could receive a notice any day. The loss of the section 21 notice, combined with the loss of granting a fixed term, will mean that tenants will not have the certainty of a known period where, subject to breach of contract, they can be sure of remaining in the property. Effectively, they could get a notice any day, saying the landlord wished to sell the property. This will not encourage them to feel secure and part of the community. This policy change seems to have completely the opposite effect to what is trying to be achieved. We would suggest tenants gain more security of tenure with a fixed term as they cannot then be evicted for any reason if they have not breached the contract.

Tenants could also still retain the right to serve notice before four months where the landlord has failed to meet their obligations in the tenancy agreement. This would allow a tenant to leave if the property is not fit for habitation or the landlord has failed to perform their duties. This would mirror the current protections available to tenants which prevent the serving of a Section 21 notices until four months into a tenancy agreement and existing regulations, such as the Homes (Fitness for Human Habitation) Regulations would come into effect here.

For a lot of tenancies, landlords and tenants are happy to agree 3-5 year tenancies with no break, locking in both parties subject to there being no breach of contract. This gives the landlord security of income and the tenants security of tenure. This is mostly where people rent for schooling or work purposes, so mostly families. Where a tenant requests a contract for a longer fixed term and the landlord accepts then they should be able to agree this. It gives the tenant the security of knowing the landlord can't change his mind and sell the property during that time or move back into it.

Furthermore, in sharer households, one sharer tenant will have the right to terminate the tenancy without obtaining the consent of the other sharers. This will absolutely lead to an increase in tenancies terminating where not all tenants wish to move out, leaving a number of tenants vulnerable to the risk of homelessness. In such cases, it is not the landlord who replaces the sharer but the tenants who will search for a new flatmate. If they are unable to find a replacement sharer in time, they will either have to also move out or face paying an increased rent to cover the share of the outgoing tenant.

This gives them far less stability than with a fixed term, which can only be terminated with the consent of all tenants. Usually in this case, the outgoing tenant will seek a replacement sharer, in order to be released from the contract. Change of Sharer requests are now very common, as demonstrated by the statistics below.

Change of Sharers

The sharers market helps those less able to afford to rent on their own, however just one TLIC agent with 50 lettings offices are on target to deal with sharers changing for 10% or their new lets for this year . This is largely due to the geographical locations that they operate in within London, which are popular areas among sharer tenants, who tend to

be lower income young professionals and higher education students. This is evidence that sharers can change quite frequently and it is not a rare occurrence. When then considering the huge number of letting agents that operate across England, particularly in cities and student towns where sharer markets are common, it can be assumed that there are tens of thousands change of sharers each year.

Sharers being able to terminate a tenancy on behalf of the whole household seems like an unforeseen consequence and the figures evidence this problem would be bigger than some currently believe. Removing fixed terms will enable one tenant to end a tenancy for all resulting in moving costs for those that can least afford it.

Other considerations for the proposal to introduce periodic tenancies are:

- The majority of Letting Agents have large renewals departments and we would urge the government to consider the consequences of significant job losses within the sector due to a shift to periodic tenancies.

- Where a tenant moves out of a property during their contract although they remain liable until the end of their contract or until any agreed surrender date, the council tax instantly falls back to the landlord. The solution should be covered in any new legislation.

- There will also be an increase in tenants who vacate properties within the first 6 months for various reasons. They may fall out with their co-tenants, dislike the local area or simply see another property that they would prefer. This will become expensive for landlords, who will be discouraged by the lack of security and as a result may seek to relinquish their property, leading to a further shortage of stock, as mentioned above.

- Part of losing section 21 is that tenant will be able to assert their repairing rights without fear of eviction. If the reason for the periodic tenancy is to allow tenants to leave if the landlord does not repair, what is the policy on this point, get the repair done or leave? If the tenant is moving because the landlord failed to repair does not work for them, it would be better for the tenant to be able to stay and enforce the repair, in which case why only have periodic tenancies? This will also then improve rental stock in the long run, rather than have a

- property that remains in disrepair. Tenants should be encouraged instead to report the landlord and enforce the necessary works, via Trading Standards/Local Authority, the Ombudsman or the Courts.

- **Guarantors** – our understanding is a guarantor on a periodic agreement can give notice and seek to terminate being the guarantor. This will prejudice applicants who required a guarantor from securing property to let, as landlords will want to secure a tenant who can pass references showing they can pay the rent with no need for a guarantor who is able to terminate their commitment. Should a guarantor giving notice to end their contractual responsibility therefore be considered as a ground for possession?

Feedback on changes required to the s13 notice form

The Section 13 notice template can be found online on the Gov.uk website. However it is known as ‘Form 4’ which is extremely confusing for landlords. We would recommend that all notices are labelled by their usage name as well as the actual Form 1, 2, 3 etc.

Furthermore, the notice does not appear to be in plain language. This can be hard for the recipients to understand. We note that the wording on S21 and S8 notices has been simplified and would recommend the same for Section 13.

In addition, the section 8 and 21 prescribed forms have lost the * *delete as applicable* wording. This is possibly because these forms are often completed online. We would strongly recommend that the formatting of the S13 form follows the same logic. For all the forms, digitalising the forms further would be of great benefit, including drop down options and on screen guidance (such as pop-up windows).

There is no need for two dates to be mentioned. The double dating was brought in to allow for weekly paid rents. Alternatively, the first rent increase by Section 13 after the February 2003 question could easily be caveated by “for weekly paid rents only”. The inclusion of two dates causes confusion for both landlords and tenants and risks the notice being filled in incorrectly, as the supporting guidance is also unclear.

First Tier Tribunals will also need to be ready and geared up from a time and resource perspective for the inevitable increase in appeals. Scotland had not foreseen this and had to resource very quickly. It is important to consider that they are a significantly smaller market than England.

At present, it is very rare to see a Section 13 notice issued as the vast majority of rent increases are directly negotiated, usually as part of a fixed term. If fixed terms are abolished, the normal way to increase rents will be by

way of a Section 13 notice and inevitably tenants will refer these to the FTT, as there is no cost or risk to them in doing so, given that the FTT process will be cost free and rents cannot be increased beyond the proposed amount, only effectively lowered. There is no doubt the FTT will receive a huge number of appeals.

Therefore, what will happen if there is a significant backlog which means a decision is not made until after the date for payment? Will tenants be able wait for the decision? This will end up either penalising those landlords who increase the rent by a reasonable amount or, worse still, tenants will be forced into debt where the increase is found to be fair, but they have waited months for a decision and are technically now in arrears. Cases must be heard within a strict timeframe, which should be one month to be fair to tenants and landlords.

Other requested amends to the Section 13 form

- Note one and two should change the reference to Citizens Advice.
- Note 9 will become superfluous if rent increases in contracts are banned.
- Note 10: will it be necessary to keep the reference to statutory periodic? All tenancies will, in a sense, be statutory periodic as the law says they will have to be periodic. However, they will effectively also be contractually periodic in that the contract will identify itself as periodic. The two will effectively merge.
- Note 11 could be caveated by weekly, or weekly multiples for rent payment (fortnightly, 4 weekly etc).
- Note 12 will need review based on other decisions.
- Note 16 only applies to weekly tenancies (monthly tenancies always work to 12 months) Caveat for weekly multiples only.
- Note 17, if fixed terms are abolished, this note needs amending.
- Any rent increase should start from the beginning of a period, e.g., if the tenancy started on 1st of the month, then rent should increase from the 1st and not mid-way through a period.

In terms of council tax, under the tenant fee legislation, the council tax is only a permitted payment if paid to the "billing authority". This could most elegantly be cured by a consequential amendment to the Tenant Fees Act to remove the billing authority part. Otherwise it feels risky to say the council tax is included in the rent. There really is no logical reason why, like utilities, the council tax should not be payable to the landlord. This could always be caveated by a limitation, like with utility payments charged by the landlord, that income should not exceed costs. Likewise, in many cases, fixed service charges may not be payable as a permitted payment (depending on what they are for).

Heads of Terms for Tenancy Agreements

"Heads of Terms" are essentially an outline of the key terms agreed on a lease before addressing the finer details and clauses. Examples of items included in Heads of Terms would be parties, tenancy term, property, rent, deposit amount and scheme and so on.

The white paper suggestion is that it would become mandatory (presumably with a potential penalty) to have a written agreement. We are keen to avoid this situation as there are several situations where a new tenancy is granted based on nothing more than the actions of the parties (for example taking the landlords furniture out of bedroom four and allowing the tenant to use the room. This would catch out many landlords and agents).

Also in practice a written TA creates a surrender and regrant situation with sharers each time one leaves. A written statement would work but more importantly for any unwritten tenancy the Government model agreement as the default would give a clear contractual starting point for any debates etc. There are key factors like who is the landlord and the tenant etc, but you could not produce these if you did not know who you were granting a new agreement to. Some information - landlord, tenant and property, rent and deposit, would be evident from the facts. The whole idea is to create a situation that gives as much certainty as possible, without the need to create a trap for the unwary.

If it was a "renewal" then these could easily be passported in from the previous agreement. This would probably cover most cases. Where there was no previous agreement, but a landlord has moved a tenant in without an agreement these details could probably be ascertained from the facts. How much rent did they pay on move in, ditto the deposit? Most of the rest would then be specified in the model agreement.

Penalties for landlords who fail to meet the requirements of the reforms, including evicting a tenant and then reletting with no intention of selling

TLIC supports the proposals to strengthen Section 8 Grounds should Section 21 be abolished.

Where a landlord has issued notice to sell or move back in, in the event the sale / move in does not proceed, we feel that a three month period restricting them from re-letting the property is reasonable. Any longer than this runs the risk of penalising landlords who genuinely intended to sell / move in but for some reason could not.

It is important not to exclude valuable stock from the market, which would only mean that tenants in need of a home are missing out.

Consideration must also be given where a landlord gives notice he wants to sell and the tenant doesn't move out and the landlord has to go through the court process to gain possession. It might be that the tenant also has stopped paying rent. In such cases the selling intention should be disregarded as the landlords circumstances/the market could all change during the time it takes to gain possession through the courts. Where there are rent arrears of 3 months plus then the landlord should be able to do whatever he wants with his property, sell, re-let it, move back etc.

For those landlords who are found to be exploiting the Section 8 terms, we would recommend that the penalty is tied in with rent repayment orders, as well as a penalty fine by the Local Authority, potentially up to £5k per breach? At least then a former tenant would benefit from a landlord who tried to manipulate the system and funds should be received by the Local Authority and ring fenced to support and resource enforcement. However, it is important that

the correct responsible person is held accountable, i.e., unwitting agents cannot be brought into the equation for a landlord's wrongdoing and manipulation of the system.

Intention is of course hard to prove. If someone puts a previously let property, whereby possession was gained under Ground 8, on the market and they don't sell and then market it to let after 3 months, then whatever their intentions were there would be no breach presumably?

Ideas on how to improve the court system

The biggest concern that landlords have is not being able to get their property back due to a genuine need or for a valid reason due to the cost and time taken to enforce a section 8 notice. Some Landlords have already sold and others are intending to sell before this new legislation is brought in for fear of having bad tenants in their properties and knowing it will take many months to gain possession or just for the fear of not being able to get their property back. Landlords need to have quick and simple routes for gaining possession of their property, and the courts need to improve to do this. The White Paper agrees that the majority of landlords are good landlords, so those good landlords mustn't be penalised because of bad landlords who won't follow these rules.

Accelerated procedure online: currently at Stratford Housing Centre for example it is taking 75 days for claims to be considered by the court which means from service of the notice, the claim will not be issued by the court for about 150 days. The hearing may not be for a further month or more. Therefore, in reality, a claim can easily take 6 months and with such a long time, it simply encourages landlords to act quickly in starting court action rather than delaying and seeing if things can be resolved.

Further, there is a requirement for the claim form to include all tenancy agreements and all relevant compliance certificates, such as gas safety records. This can amount to a lot of paperwork. Landlord Action had a case with 15 tenancy agreements recently. If the paperwork could be scanned in and filed online this would speed up the process on all sides and enable a faster turnaround. Alternatively, with less time and more paperwork, the recommendation is to enable accelerated claims to be issued on online.

Reduce the listing of PRS claims to no later than four weeks: research shows that, broadly, tenants do not engage in the possession process. Social tenants do not do so because they do not believe they will in fact be evicted whereas private tenants' non-engagement is seen to be a tactic of playing the system. To recognise the apparent differences between the sectors, if a public sector claim is defended say within seven days of service of the claim, then it should be listed no earlier than 12 weeks as it will inevitably be a lengthy matter and will not benefit from being listed quickly. This would free up some court time and enable private sector claims to be listed no later than four weeks thus prioritising private sector cases that could be disposed of and taken out of the system without delay.

Automatically transfer up to the High Court rent arrears cases with more than six months arrears: this is an initiative that was introduced during the pandemic and appears to have had measurable benefits not least to landlords who in such cases are unlikely to ever recover any arrears accrued before or after the Possession Order.

Approval of an affordability assessment when making a Possession Order: councils broadly do not accept a duty to rehouse tenants who apply following a Possession Order being made until the day of the eviction which may be many months after the Possession Order is made. As a result for cases based on rent arrears the indebtedness is made worse. If, however, the parties agreed an income and expenditure statement and included this in the court bundle the court, as part of the hearing, could consider the question of affordability recording the same on the Possession Order. Thereafter the council would be able to easily determine those applicants that are homeless based on residing in unsuitable accommodation by reason of unaffordability and offer accommodation immediately after the Possession Order is made. Removing these cases earlier from the court system would avoid the need to appoint a bailiff.

APP approach: we call for it to be considered that certain grounds e.g. selling, family member moving in, serious rent arrears of 6 months plus, be based on evidence and then an APP type approach rather than having to go to court if the tenant fails to vacate.

Abandonment cases to be determined without recourse to the court: (as with s220 of the Renting Homes (Wales) Act 2016), the landlord can "give" notice to the tenant which effectively requires him or her to contact the landlord within four weeks to confirm that he or she has not abandoned the dwelling, meanwhile, the landlord must make "enquiries" as to whether the property has been abandoned. At the end of the process, the landlord can recover

possession. If the tenant wishes to contest this, they can apply to the court and seek compensation i.e. if they can show they had a good reason for failing to respond to the notice. However we recommend that:

- the grounds for giving notice of abandonment must be defined with more certainty,
- before recovering possession, landlords should be encouraged to approach a person other than the tenant who may be able to assist with the tenant's whereabouts e.g. family member, next of kin, guarantors,
- the time limit for tenants to challenge the recovery of possession should be no more than 3 months.

Other reforms needed:

- drop review hearings
- more judges
- mobile/remote hearings with systems fit for purpose
- better prioritisation of cases
- better telephone access to court officers
- get rid of PD55C notices (effect of Covid on tenant)
- priority hearings for high rent arrears (and similar approach for local authorities to focus on mitigating increasing rent arrears)
- register money orders as a CCJ immediately (Section 21 possession orders do not show rent arrears on the order)
- bailiffs – some courts are up to date, others aren't – make it easier to use high court enforcement officer

Bailiff Reform Recommendations:

- County Court bailiffs should be paid a salary that more appropriately reflects the demands of their role.
- If rent arrears are over 6 months at the hearing date, transfer automatically to the High Court so that landlords can use High Court enforcement officers.

Additional feedback to be considered

Council Tax – where the tenant moves out of the property without notice the landlord will immediately become liable for the council tax and will not be able to recharge it to the tenant, even if the tenant is still contractually obliged to give notice and is the lawful tenant.

If landlords cannot evict on section 21 and you want the student market to be allowed to follow the same rules, there could be a council tax problem. Where the property is let room by room to students, there is no problem as such. However, should the students decide to stay in the area after university, once they are no longer students, council tax is payable on the property and, due to the property being rented out room by room, the landlord will become liable to pay council tax. The council tax is only a permitted payment under the Tenant Fees Act 2019 if payable to the "billing authority", therefore the landlord cannot recharge that increased cost to the tenant. A simple tweak to the Tenant Fees Act to allowing the council tax to be paid to the landlord would remove this problem. Failure to do this could result in landlords raising the rent to cover this possible cost.

Decent Homes Standard - having seen the updated HHSRS, we would like to see a guidance note to tenants on what are reasonable expectations in terms of time frames for maintenance. It's not reasonable that they would be

able to hand in their notice for example for damp issues possibly caused by themselves. Agents and landlords are often countering false expectations that certain repairs can be made within a short timeframe. For example, landlords cannot replace new boilers in a day or get to the bottom of sometimes complex damp problems in a short period of time. This must be spelt out in tenant guidance, to help manage their expectations. The premise of reasonable should be based on how long it would take a homeowner to do the same.

Enforcement – local authorities should have the power to issue fines to landlords who fail to meet requirements of the new tenancy system. Enforcement is important if any of the measures are to work but there must be genuine focus on stamping out rogue behaviour and not looking for easy wins to make money, whereby larger corporate landlords and agents are targeted.

Holiday lets - the loss of the holiday let ground will lose thousands of properties from the rental market during the winter. As there are several reasons tenants might need a short let (moving between properties, buying and selling, fire damage, repairs) it would be a shame to lose this. We realise that the examples are not likely to want to stay long term, but it will be a question of the confidence the landlord has.

Landlord ombudsman - it is a shame if agents must be part of redress and then the landlord must be part of another scheme. This will make it more confusing for tenants to know to whom they should complain. One simple solution, if the landlord ombudsman goes ahead, is to have a single ombudsman for all landlords and agents, thereby giving a single "complaints mechanism" in that area. There are still half a dozen places tenants might have to complain to depending on the problem, but at least it is one less (council, trading standards, deposit scheme, trade body, redress scheme, courts and then any future regulator). A tenant needs one online access point and then be referred in the correct direction for their complaint. This will also prevent the redress failing where a tenant has complained against the agent but the wrongdoing lies with the landlord, or vice versa.

Property Portal - we are worried about the talk of having some of it designed and talking about "uploading documents". if a landlord is required to upload documents like the gas safety record or EPC, criminal landlords will simply upload forged documents. It is incredibly easy to edit PDF type documents and change a property address. Therefore, it would add no value to the landlords who are following the law and would not stop the criminal landlords. A few small changes could transform its working and it must be built with the end product in mind.

Properties should be registered by the UPRN - the portal could then then 'look across' to the EPC register and check there is an EPC registered. If it was below the MEES threshold it could check if the property is on the exemptions register. If utility providers logged the UPRN for supply the system could check if there was a gas supply and if there was it could check for a gas safety record. In order to do this require some changes. Gas and electrical safety information are not held centrally in any digital database. This should be more consistent and the next review of the tender to run the Gas Safe Register is an opportunity to change this. The electrical bodies such as NAPIT have also said they could amend the electrical certificates so that the UPRN can be used. A central digital register would be required for electrical certificates. This central register could even be the property portal so that it is independent of any one organisation.

The portal could be run similar to the Gas Safe Register which is run under contract between the Government and Capita.

If the landlord had to use the UPRN for a court case, when the UPRN was entered on the court claim form the system could check the property portal and ensure all the appropriate documents were in place. This would reduce wasted court time and costs. The deposit schemes could link, the ombudsman could be linked etc. It would, in effect, give you the properties safety status in an automated way. This would make it much more difficult for criminal landlords to operate as there would be many different touch points and if the landlord engaged with any of them it would highlight the others that were missing. If all gas safety records were required to include the UPRN and centrally logged by Gas Safe Register, within 12 months every gas safety record could be automatically registered (and it would take 12 months to pass the law and build the system anyway.)

Rent arrears - 3 times in 3 years as a ground for possession. This idea could involve a lot of different possibilities and it would be good to understand how you see this working. For example, would the agents statement of account be enough if it showed the rent going above and back below the two month threshold? Would the agent have to have served the section 8 notice three times? Would the landlord have had to have applied to the court three times and lost ground 8 because the arrears dropped? All of these fit the description but it would be helpful to understand what the thinking is.

Selective and HMO Licensing Schemes – once the property portal is up and running there would be much less justification for Local Authority Selective Licensing schemes. Every scheme is different and they have had very limited success. They haven't met their objective and have become a means of making money through fees rather than

ensuring properties are safe. With a property register identifying landlords and the PRS Decent Homes Standard selective licensing will not be needed.

Student market – student landlords renting individual shared housing should be treated the same as Landlords of purpose-built student accommodation who are signed up to the ANUK code or Unipol. They can offer fixed term tenancies and regain possession as required. We need to avoid the major disruption the current proposals would cause. Students could still have the right to serve 2 months' notice where the landlord is not fulfilling his repairing obligations in a timely manner or be able to enforce their rights so they can stay.

Tenant's serving two months' notice – the notice should only be valid providing the tenants allow reasonable access for viewings during the notice period where the landlord is reletting or selling. Notice should be served to run in line with a period and not served at any time during a period.

Timings – the changes should be introduced in such a way that the sector has sufficient time to adjust and prepare for them. Agents will have to review their working practices and processes and make many changes. There is much work involved in re-writing Terms of Business, Tenancy Agreements, guides, communications etc. New processes will need to be written to deal with many of the changes. CRM systems will need to make changes, and this will be one of the many challenges. We have learnt from the NTSELAT material information project just how slow the CRM providers are as well as preparing and rolling out training. The proposal of 6 months from implementation of the Bill for all new tenancies and 12 months for existing tenancies is too short a time scale. It should be at least 18 months before new tenancies have to comply and a further 12-18 months before existing tenancies must comply, given the huge impact of the changes.

Summary

In summary our conclusion is if s21 must be abolished don't abolish fixed term tenancies. There will be a lack of uncertainty for tenants without 'lock in' periods. The loss of a fixed term tenancy would create uncertainty for sharers on a single tenancy. Frequent changes of tenants will increase landlord costs, resulting in higher rents. The First Tier Tribunal not being equipped to handle a significant increase in rent increase appeals, all of this will only add to landlords exiting the market as lack of tenancy security.

We need to Strengthen s8 grounds to ensure a landlord can gain repossession for a valid reason. This would make the process much simpler for all, negate many of the unintended consequences whilst still giving tenants more security and encourage landlords to stay in the PRS and new landlords to enter and provide the homes we so desperately need.

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