

## **Renters' Voice Evidence on Private Tenancies Bill**

### **Full Response to Call for Evidence, October 2021**

This document contains the full evidence, as submitted by Renters' Voice to the Private Tenancies Bill Call for Evidence on 29<sup>th</sup> October 2021.

#### **Introduction**

**1. How would you like your response to be published? (Please note this question requires a response)**

I would like my response to be published.

**2. Are you content that any of your suggestions which have been published to the Committee or the Assembly may inspire the text of an amendment?**

Yes

**3. What is your name?**

Claire Maddison

**4. What is your email address?**

Claire.maddison@housingrights.org.uk

**5. Please indicate if you are providing a response:**

On behalf of an organisation or business

**If on behalf of an organisation or business, please state its name:**

Renters' Voice

#### **Policy Objectives of the Bill**

**-Make the private rented sector a safer and more secure housing option for a wider range of households; and**

**-To ensure better regulation of the sector and offer greater protection to private renters?**

**6. Do you think that the Bill will meet its overall policy objectives as above?**

**In Part X**

**Please elaborate:**

We think that progress towards the stated aims of this Bill is essential. We believe everyone has the right to a warm, dry and affordable home that is in good repair as standard and that it is not enough to rely on approaches and practices of individual landlords in an almost

unregulated private rental market. When you have a safe haven everything improves; mental health, physical health, productivity and general quality of life and this takes the burden from other services so should be an utmost priority for the Assembly and Executive.

Overall, we welcome this Bill and feel it contains sensible advances, which would have gone through in 2017 if the NI Assembly had not collapsed. As has been communicated by the Minister and Department for Communities in relation to this Bill, these proposals will *assist in* addressing the aim of the 2017 review (now reflected in the stated aims of this Bill).

However, we feel strongly that some of the clauses need to go further and that it is imperative that further measures are investigated and implemented by the Bill's regulations and by future legislation.

We appreciate that this Bill is intended to be a first step given the timescales available, and that the hope is for a Stage 2 of reforms and legislation in the next mandate. However, we have misgivings about the dependence of this on the political landscape after the 2022 Assembly Elections. Progress as hoped will depend on continued functioning of the Assembly and the next Minister prioritising reform of the Private Rented Sector, neither of which can be guaranteed by the current Minister and Committee or by Department officials. This concern has a bearing on some of our positions outlined in our response, including our position that Notice to Quit provisions need to go further at this time.

We have referenced our October 2020 Renters' Voice Survey throughout this evidence and, in particular, the top 10 changes that private tenants would like to see, according to this survey. We would like to highlight that at least 6 out of these top 10 changes are not addressed in the Bill, namely:

- Increased checks on landlords when they register
- Increased legal fitness standards for rental properties
- A scheme to help people with tenancy deposits
- Longer term tenancies (and limiting the circumstances where landlords can end a tenancy)
- Support for private tenants to have more of a say, and
- More ways to resolve disputes between tenants and landlords.

Furthermore, as has been acknowledged in previous correspondence from the Department for Communities, there is a pressing need for change in relation to Letting Agent Fees and Grounds for Eviction (which we hope ties in with our point about longer term tenancies above).

Given this, we do feel that a comprehensive review of the Private Rented Sector and legislation that will truly make the private renting fit for purpose is still outstanding and will require a lot more work and meaningful engagement with stakeholders, including private renters.

**7. If you foresee any unintended consequences of any of the policy objectives of the Bill please describe them here.**

**List any unintended consequences of any of the policy objectives of the Bill you foresee.**

As above, we think that progress towards the stated aims of this Bill is essential.

However, we have the following misgivings:

- Attaching these ambitious policy objectives to a Bill that is limited in its scope and ambition and intended only to be the first step in a necessary reform agenda, could have unintended consequences. For example, if a future Minister did not wish to prioritise further reform, this could leave room for suggestion that legislation with these aims has already been passed.
- The wording of the first aim, to 'Make the private rented sector a safer and more secure housing option *for a wider range of households*' could be problematic without the caveat that private renting is not a suitable option for many households. There must be improved access to social housing as well as improvements to private renting.

## **Theme 1: Tenancy Management; Clauses 1&2**

**Clause 1: Tenant to be given notice regarding certain matters**

**8. On Clause 1: Do you think it is suitable for regulation making powers to prescribe the detail required within such a notice or should this detail or certain particulars in it be on the face of the Bill?**

**Other X**

**Please elaborate**

We welcome this first Clause and are very interested to see the proposed detail. Whether this is prescribed by regulations or on the face of the Bill, we feel it is important for tenants to have opportunity to engage regarding the detail.

In relation to Article 4B, we would like to ask why this requires tenants to be notified after a variation has been made, rather than requiring that any variation is discussed with the tenant in advance and that the tenant is also given written confirmation in advance?

We are aware of situations where key tenancy terms have been changed part way through a tenancy without the tenant being consulted or notified and hope that this situation will be addressed and prevented by this Clause.

In relation to this Article and Clause 2, we would like to see clear requirements for tenants to be made aware of matters and events, both past and present, which could affect the property or their tenancy, such as damage to the property, antisocial behaviour, an

intention to sell the property or any problem, currently existing or as it arises for/with the landlord, which affects the tenant's rights and security of tenure. A tenant should be informed of the death of their landlord and the immediate arrangements for the property.

**9. On Clause 1: If you are you aware of details of similar notices or Statements of Tenancy in other jurisdictions that you feel work well, please provide information.**

**Provide information of details of similar notices or Statements of Tenancy in other jurisdictions that you feel work well**

We have not had capacity to date to consider this question as a group.

**Clause 2: Tenant to be given notice regarding certain past matters**

**10. On Clause 2: How do you feel this clause, which introduces Schedule 1, is, or is not, sufficient to deal with certain past matters (required due to the accidental repeal of Article 4 of the Private Tenancies (NI) 2006 Order – see EFM for details)? Please include any instances, of which you are aware, in which the accidental repeal of Article 4 has had a negative impact?**

**Your views on how Clause 2 deals with certain past matters**

As with Clause 1, we are very interested to see the proposed detail relating to this Clause and feel it is important for tenants to have opportunity to engage regarding this.

As with Article 4B, we would like to see clear requirements for tenants to be made aware of matters and events, both past and present, which could affect the property or their tenancy, such as damage to the property, antisocial behaviour, an intention to sell the property or any problem, currently existing or as it arises for/with the landlord, which affects the tenant's rights and security of tenure. A tenant should be informed of the death of their landlord, and the immediate arrangements for the property.

**11. On Clause 2: Please inform us of any other perceived issues in relation to tenancy management that are not in the Bill, that you wish to highlight to the Committee.**

**Any other perceived issues in relation to tenancy management.**

In relation to Clauses 1 and 2 we would like to see a mechanism whereby letting agents are compelled to pass significant information to the landlord and to keep evidence of having done so. Members of our group have experienced situations where important information has not been shared in this way.

We also feel that, for Clauses 1 and 2 and related regulations to be successful, guidance for tenants and tenant awareness will need to be addressed. We feel that this could help normalise tenants being better informed and having more standing/ability to start

conversations about tenancy terms with landlords and letting agents. It could also help tenants to be more informed when looking for well-managed tenancies.

Further in relation to tenancy management, two of the top 10 changes that private tenants who responded to our October 2020 Renters' Voice Survey said they would like to see were 'written tenancy agreements' and 'Tenant Information Packs' and 44% of respondents said they do not always know their rights and responsibilities as a tenant.

We had hoped to see a specific requirement in the legislation for landlords/letting agents to provide a Tenant Information Pack (as we are aware had been discussed positively with the Private Tenants Forum and other stakeholders in 2017).

We are also aware, from our meeting with Department officials on 20th April 2021 (about the Bill and reform of the Private Rented Sector), that the current plan is to look at introducing a 'model tenancy agreement' but not to go as far as imposing a mandatory 'standardised tenancy agreement'. We are keen to see the detail of this and to be involved in decisions about which terms will need to be stated and what should be included in the proposed model agreement – for example, in the above meeting we raised the need for terms about pets (the default in the English model tenancy agreement is now to allow pets), acceptance of assistance animals and clarity at the start of a tenancy about the condition of the property.

Further engagement with tenants, including via Renters' Voice, will be necessary to identify effective ways to increase tenants' awareness of their rights. This is a challenge which would benefit from a Co-design process, with professionals, tenants and landlords working together to find effective and workable solutions.

## **Theme 2: Rental Payments and Rental Deposits: Clauses 3, 4, 5, 6 and 7**

### **Clause 3: Tenant to be provided with a rent receipt for payment in cash**

**12. On Clause 3: Do you feel that the clause offers sufficient protection to tenants with regard to the provision of receipts for cash payments?**

**Other X**

**Please elaborate**

We welcome this Clause and would like to ask that it is extended to require a receipt to be given for any payment in cash relating to taking up or maintaining a private tenancy (deposits, fees etc.).

As letting agents are still charging tenants various fees during the process of approving and setting up a private tenancy, a mandatory receipt for any payment, in cash or otherwise, is needed for a possible future claim against such charges.

We would also ask for consideration of the new Article 5(3) which states that *the receipt must be provided – (a) at the time the payment is made, or (b) if that is not possible, as soon as reasonably possible after that time.*

Is there a need for point (b) and, if yes, could a more specific maximum time limit be set, for example before the next rent payment is due at the very latest?

We would also welcome provision to ensure that tenants are not required to pay in cash when they would prefer to pay by bank transfer or direct debit. Tenants involved in Renters' Voice have experienced landlords and letting agents requiring payment in cash when this has not been their preference and has put them at a disadvantage. This has included payment of deposits and rent in advance, meaning that the tenant in question was required to carry large amounts of cash from their bank to the letting agency. It has also included ongoing rent, preventing this tenant from setting up a direct debit to better manage rental payments and making it more difficult to evidence rent payments.

We would also like clarification that, in replacing Article 5 of the Private Tenancies Order, with a new Article that is purely about receipts for cash payments, that other current requirements associated with a Rent Book, for example provision of the landlord's contact details to the tenant, will not be lost. Will the current Rent Book requirements be included in the new written statement of terms?

### **13. On Clause 3: In your experience what, if any, particular types of tenants pay their rent in cash?**

Whilst most of the core tenants involved in Renters' Voice prefer to make payments regarding their tenancies by bank transfer or direct debit, we also see that some tenants (for example some older tenants) may prefer to pay in cash and should be supported to do so.

As above, our experience has included some landlords and letting agents requiring payment in cash to the disadvantage of the tenant. This has included payment of deposits, rent in advance and ongoing rent.

### **14. On Clause 3: Please provide any suggestions in respect of how tenants can be made aware of their right to be provided with a rent receipt for payments in cash.**

As we have included earlier in our response and will continue to state throughout, we feel that for this legislation and related regulations to be successful, guidance for tenants and tenant awareness will need to be addressed. We feel that this could help normalise tenants being better informed and having more standing/ability to start conversations about tenancy terms with landlords and letting agents. It could also help tenants to be more informed when looking for well-managed tenancies.

As also stated earlier in our Evidence, we had hoped to see a specific requirement in the legislation for landlords/letting agents to provide a Tenant Information Pack, which would

help to make tenants more aware of their rights, and we are keen to see the detail of the 'model tenancy agreement' that has been proposed by the Department.

Further engagement with tenants, including via Renters' Voice, will be necessary to identify effective ways to increase tenants' awareness of their rights, including their right to be provided with a rent receipt for payments in cash. As stated earlier, this is a challenge which would benefit from a Co-design process, with professionals, tenants and landlords working together to find effective and workable solutions.

**15. On Clause 3: Please tell us how robust you consider the mechanisms currently in place for tenants to complain, should their landlord or agent refuse to issue a receipt for a cash payment.**

As there is currently no regulation of complaints mechanisms existing between tenants and their landlords/letting agents and recourse available via Environmental Health is currently very limited due to lack of regulations for them to enforce, tenants are vulnerable to the actions of individual landlords and letting agents in relation to this and other issues.

One of our reasons for concentrating on security of tenure and Notice to Quit as a priority issue is that tenants do not feel that they can complain without putting themselves at risk of eviction. In relation to payments at the start of a tenancy, tenants are also vulnerable to losing a rental property if they are seen to complain before the tenancy has commenced.

**Clause 4: Limit on tenancy deposit amount**

**16. On Clause 4: How appropriate do you consider the limit of no more than 1 month's rent on the amount of deposit that is required in connection with a private tenancy?**

We welcome this limit on tenancy deposits to no more than 1 month's rent, especially due to the concern that increasing notice to quit periods could otherwise lead to landlords increasing deposit requirements in line with this.

One of the top issues with private renting that respondents to our October 2020 Survey said they had experienced was difficulty finding suitable rental properties that they could afford (44% of respondents) and over one third of respondents said they had experienced difficulties with the costs associated with a new tenancy (e.g. deposits/rent in advance/letting agent fees).

Members of Renters' Voice have experienced significant difficulty affording tenancy deposits, for example needing to take out loans in order to afford deposits and other costs associated with moving to a new rental property.

We do see one potential complication to this Clause being situations where it would currently be in the interests of a tenant to be able to offer a larger deposit – for example *where a tenant has extra funds available and would like to offer* an increased deposit in lieu of a guarantor or to convince the landlord to let them keep a pet in the

property. We would like to see this issue addressed in a way that offers options to tenants in different situations to help them to secure a property but is not open to abuse.

Possible mechanisms that we feel could be investigated in relation to the above include

- An approach where a tenant could offer a larger deposit but it would be illegal for a landlord to require one.
- A sub-clause identifying groups of people (pet-owners, those without guarantors) as exempt from the deposit limit or able to offer a larger deposit (as above).

We feel consideration of such approaches would need to include:

- Whether they could be taken whilst also ensuring effective safeguards against abuse.
- Whether they could be taken without losing the primary aim of enabling access to private renting for people on lower incomes. Any approach taken would need to work for people on lower incomes and not create a system that further divides the 'haves' and the 'have-nots' when it comes to securing a tenancy.

While we see this Clause as helpful, what is really needed is an approach which more comprehensively addresses affordability issues and other barriers to securing a rental property – please see our response to Question 17.

## **17. On Clause 4: Please provide any further comment on the affordability of tenancy deposits.**

As we have stated in our response to Question 16, one of the top issues with private renting that respondents to our October 2020 Survey said they had experienced was difficulty finding suitable rental properties that they could afford (44% of respondents) and over one third of respondents said they had experienced difficulties with the costs associated with a new tenancy (e.g. deposits/rent in advance/letting agent fees). Members of Renters' Voice have experienced significant difficulty affording tenancy deposits, for example needing to take out loans in order to afford deposits and other costs associated with moving to a new rental property.

Further to this, one of the top 10 changes that private tenants said they would like to see was 'A scheme to help people with tenancy deposits'.

We feel strongly that wider related issues need to be investigated and addressed, including:

- The need for more comprehensive support with raising a deposit for those who find this a barrier to private renting (wider than provided by existing schemes).
- Guarantor requirements impacting disproportionately on certain groups (who are already at risk within the private rental market), including people who have moved to Northern Ireland from abroad, older renters and renters from lower income backgrounds.

While proposals in this Bill should help some tenants, they do not address wider and underlying affordability issues and inequalities when it comes to securing a tenancy.



**18. On Clause 4: The Bill restricts Deposits to one month's rent. There is no specified restriction to limit the amount of rent in advance required. Please express any views you may hold in that regard.**

We feel that this Clause will not be effective without also limiting the amount of rent in advance that can be required. As per our response to Questions 16 and 17, over one third of respondents to our October 2020 Survey said they had experienced difficulties with the costs associated with a new tenancy (e.g. deposits/rent in advance/letting agent fees). The same barrier will be faced by many tenants if a large sum of money is required upfront as rent in advance rather than in the form of a deposit.

**Clause 5: Increase in time limits for requirements relating to tenancy deposits**

**19. On Clause 5: Do you feel that extending the time limits outlined in this clause are sufficient and necessary?**

**Other X**

**Please elaborate**

We have not had capacity to date to consider the detail of this Clause as a group.

**Clause 6: Certain offences in connection with tenancy deposits to be continuing offences**

**20. On Clause 6: Are you in favour of there being no time barrier on prosecuting a person who fails to comply with the set requirements of the amended Article?**

**Yes X**

**Please elaborate**

We welcome this Clause and hope that it will successfully address the current 'Six month rule' whereby there is no redress for tenants who realise that their deposit has not been properly protected after the 6-month point.

We have discussed this issue in Renters' Voice meetings and during Renters' Voice training and feel that it is a clear source of injustice and an issue that urgently needs to be addressed.

We also feel that steps to further raise tenant awareness in relation to deposit protection will help to ensure that legislation and regulations relating to tenancy deposits are effective. Is this something that could be included in the written statement of tenancy terms and/or a mandatory Tenant Information Pack?

**Clause 7: Restriction on rent increases****21. On Clause 7: The Bill provides for restrictions on the frequency of rent increases (to any private tenancy except a controlled tenancy). What is your view on these restrictions?**

We welcome the intention behind this Clause and feel that it *may* be a first step in terms of a restriction on rent increases but that it is necessary to look into stronger and more effective mechanisms to limit the amount by which rent can be increased or to otherwise cap rental amounts.

As expanded in our response to Question 24, 'Limits to how often private rents can be increased' was one of the top 10 changes that tenants responding to our October 2020 Survey said they would like to see and concerns about finances and affordability are one of the top concerns of members of Renters' Voice and further private renters who have responded to our surveys.

However, we feel that this is just one area where reform in Northern Ireland is lagging behind other jurisdictions and our understanding is that, in other countries where rent increases have been restricted to once every 12 months, further reform has then been required to introduce more effective measures. Many European states now have limits on the permitted increases per year, such as the Netherlands where a limit on rent increases was introduced in 2020 capping increases in the PRS at inflation +1%. Germany guarantees rents at the level initially agreed for 15 months and rents increases are capped at 20% over a three-year period. Others, such as Denmark and Finland require the form of rent increases in the Private Rented Sector to be included in the rental agreement (this is despite both countries having a relatively small Private Rented Sector with even stronger controls in the larger, more highly regulated portions of the market). That is not to mention countries such as Sweden which have stricter absolute limits on regional rents.

Even closer to home, we are aware that evidence in Scotland regarding effectiveness of their restriction on rent increases to once every 12 months is so far unclear and there is some (limited) suggestion that this has encouraged landlords to raise rents once a year when they would not otherwise have done so (Rent Better Research Programme: Wave 1 Baseline Report, Indigo House in association with IBP Strategy & Research, August 2020).

We would like to see investigations into whether rent increases should be capped (e.g. at a percentage linked to inflation/increases in minimum wage/increases in benefits) where there has been no significant change made to a property to justify a rent increase. We are also interested in models in other European countries, for example where the rent on a property remains static if the tenant takes on additional tasks towards its upkeep.

Without some sort of cap on rent increases, tenants remain vulnerable to 'shadow evictions' whereby rent is increased as a way to ensure that a tenant will move out of a property.

Capping rent increases would also help to moderate the impact if this proposal leads to more landlords making annual rent increases as at least these would be kept at a

reasonable amount. We also wonder whether this potential unintended consequence could be mitigated to some degree by wording the legislation in a way that makes it clearer that that there is no implication that landlords *should* raise rents annually.

**22. On Clause 7: What are your views on a rent increase only taking effect if a landlord gives the tenant a written notice that complies with certain requirements?**

As provided for in the Bill, information should be given to tenants in advance about the level and date of any increase. We do feel that a longer notice period could be considered, for example three months' as is the case with Scottish Residential Tenancies.

Longer notice of rent increases could also:

- Offer a degree of protection for tenants against 'shadow evictions' (as referred to in our response to Question 21).
- Help people receiving Housing Benefit/Universal Credit to give adequate notice of any change, in order to receive a higher rate of payment in time if they are entitled to this.

**23. On Clause 7: Do you feel it is appropriate that the Department will be given the power to specify circumstances in which the restrictions on rent increases will not apply (for example, if house is renovated/extended)?**

Other X

**Please Elaborate**

We see that there may need to be some exceptions where significant improvements are made to a property to justify a rent increase but feel that it is also necessary to consider how to protect tenants in these circumstances and that more consultation will be required on the detail of this Clause (for example, if this detail is to be provided for in regulations).

**24. On Clause 7: Are there any other comments you wish to make in respect of rent, rent deposits and affordability?**

Relevant to Clause 7, we feel that tenants should also be given opportunity to appeal increases and should be given information on how to do this. To use Scottish Residential Tenancies as an example, tenants are able to challenge unfair rent increases by referring the increase to a rent officer.

As we have referenced elsewhere in our Evidence, one of the top issues with private renting that respondents to our October 2020 Survey said they had experienced was difficulty finding suitable rental properties that they could afford (44% of respondents) and over one third of respondents said they had experienced difficulties with the costs associated with a new tenancy (e.g. deposits/rent in advance/letting agent fees).

Members of Renters' Voice have experienced significant difficulty affording tenancy deposits (as explained in our response to Question 17) and also finding properties with affordable rents. This is especially true in the current economic climate. PropertyPal have recently reported rents rising at 5.7% (PropertyPal statistics, Sept 2021) and members of our group who are currently looking for new properties have found that, as well as there being significant supply issues (see our response to Question 37), rental costs have increased and we are encountering charges for registration with agencies in order to access viewings.

We are also keen to stress that when we talk about 'affordable' rents, we feel strongly that affordability needs to be defined in a way that is meaningful to people and their living situations and related to what renters can actually afford and what will leave us with a good (or even just acceptable) quality of life, unlike the Department for Community's current definition of 'affordable housing', which sees affordability as relative to the housing market rather than these human factors.

When we responded to the Housing Supply Strategy Call for Evidence, we discussed what 'affordable' housing means to members of our group and these were some of the personal views that were shared:

*Rent at a level where those in receipt of Housing Benefit can meet the majority, if not all of the rent asked. For those waged, a rent in proportion to their earnings meaning rent can be paid without sacrificing a good quality of life. In both scenarios rent should be at a level to ensure no one has to suffer food or fuel poverty in order to keep a roof over their head.*

*Rent capped with an affordable deposit and knowledge that should I lose my income I will be able to get housing support to cover my rent. I would like to see rent caps that reflect the minimum wage.*

*We need to think about affordable to whom and on what ongoing basis, given the 2008 financial crash and now Brexit and Covid-19 have changed what many people regard as affordable and viable.*

*When I know I can pay deposit, then rent without going into debt. In case of losing my job, I can get support with rent.*

*Where my wages could provide a decent level of life without giving up every spending on a property. Everyone wants to live a life, not tied up completely in a monthly rent bill.*

### **Theme 3: Property Management Standards: Clauses 8, 9 and 10**

#### **Clause 8: Fire, smoke and carbon monoxide**

**25. On Clause 8: In your view will this clause meet its stated aim of reducing the risk of injury or death caused by fire, smoke and carbon monoxide in private tenancies?**

**Other X**

**Please elaborate**

We welcome this Clause and see these basic safety requirements as long overdue.

As with other aspects of the regulation of the Private Rented Sector, we see effective awareness raising, monitoring and enforcement, backed by public resources, as essential to the effectiveness of this Clause.

**26. Clause 8 gives the Department the power to set minimum standards for the purpose of determining whether the duties of this clause have been complied with. What is your view on this?**

**Please elaborate**

We have not had capacity to date to consider the detail of this Clause as a group.

**27. On Clause 8: The clause refers to the landlord's 'knowledge of disrepair'. What is your view of this provision?**

We have not had capacity to date to consider the detail of this Clause as a group.

**28. On Clause 8: In respect of tenancies granted before this clause comes into operation – the requirements and duties of the clause only apply from a date in the future to be prescribed by the Department in regulations. What is your view on this provision?**

We have not had capacity to date to consider the detail of this Clause as a group.

**29. Are there any other comments you wish to make on Clause 8? (For example, good practice from other jurisdictions; need for support for tenants and landlords to understand their duties; mechanisms to allow tenants to complain if the duties are not fulfilled).**

We feel that tenant awareness in particular (combined with effective enforcement) will help to ensure that standards and checks are met. As with other important information, can this be included in the written statement of rental conditions and/or a mandatory Tenant Information Pack and what else can be done to raise tenant awareness?

As we have suggested earlier in our Evidence that further engagement with tenants, including via Renters' Voice, will be necessary to identify effective ways to increase tenants' awareness of their rights and this is a challenge which would benefit from a Co-design process, with professionals, tenants and landlords working together to find effective and workable solutions. This is equally true of landlord awareness.

## Clause 9: Energy Efficiency Regulations

### **30. What is your view on Clause 9, which introduces Schedule 2 and will enable the Department to make regulations concerning the energy efficiency of dwelling houses let under a private tenancy?**

We welcome this Clause, including due to its relation to fuel poverty and financial difficulties for private renters, and are keen to see details regarding the required standards and how these will be monitored and enforced.

Some of our participants keep a keen eye on rental advertisements and have observed properties advertised at level F. Will there be an effective way to keep unheated/poorly heated properties off the market completely until basic standards are met?

This Clause feels particularly important to us due to the current sharp rises (and further projected rises) in fuel costs and our concern about the impact this will have on people, alongside the £20/week cut in Universal Credit (if not mitigated) and ongoing financial strain caused by Covid-19.

### **31. On Clause 9: In your view does this clause and related schedule future-proof the legislation sufficiently with regard to energy performance certificates (EPC)?**

Other X

Please elaborate

We have not had capacity to date to further consider the detail of this Clause as a group.

### **32. On Clause 9: Please share any thoughts you have on what minimum EPC banding should be applied. Are there any examples of good practice from other jurisdictions you would wish to highlight?**

We have not had capacity to date to further consider the detail of this Clause as a group.

## Clause 10: Electrical safety standards Regulations

### **33. On Clause 10: Please give us your views on this clause which introduces Schedule 3 and enables the Department to make regulations concerning electrical safety standards in private tenancies.**

We welcome this Clause and see electrical safety as another area where basic safety requirements are long overdue.

### **34. On Clause 10: Please give us any thoughts you may have on how compliance with the standards should be monitored and enforced.**

Again, we see effective awareness raising, monitoring and enforcement, backed by public resources, as essential to the effectiveness of this clause.

As with the Fire, smoke and carbon monoxide requirements, can this information be included in the written statement of rental conditions and/or a mandatory Tenant Information Pack alongside other steps to raise tenant awareness and can a Co-Design process be considered to find ways of raising tenant and landlord awareness?

### **35. On Clause 10: Please share any further comments on property standards/property fitness in the private rented sector.**

We would like to highlight the gap between regulation of HMOs and the wider Private Rented Sector. We discussed with the Department officials who we met with on 20<sup>th</sup> April 2021 how the current plan is to increase regulation of the sector without going as far as introducing a wider licencing scheme akin to that for HMOs. We feel that effective monitoring of this approach to regulation will be essential to see if it goes far enough and to feed into future conversations about whether licencing is required.

Our opinion is that there is a pressing need for improved fitness standards and that improved regulation of the sector, for example via a licencing scheme for landlords, will be necessary to enforce this.

When we completed Renters' Voice training about 'Understanding the Private Rented Sector in Northern Ireland', members of our group who had not previously been aware of the current fitness standard in Northern Ireland were shocked to hear how low this is and how little recourse it affords people to measures such as the intervention of Environmental Health Officers. Members of our group have personally experienced significant issues with rental properties, for example issues with leaks and mould, and one of the most common issues that arises at our meetings is difficulties with getting landlords or letting agents to carry out repairs.

The above issues have also been reflected in our survey results. One of the top three issues people said they had experienced was Problems with repairs (45% of people who responded) and issues that over one third of respondents said they had experienced included:

- Bad experience(s) with landlords,
- Bad experience(s) with letting agents, and
- Problems with a rental property being in a poor condition.

Further to this highest of the the Top 10 changes that people said they would like to see to private renting were:

1. Increased checks on landlords when they register
2. Increased legal fitness standards for rental properties.

More is clearly needed to increase the regulation of landlords and letting agents, improve property standards and regulate landlords' repair obligations.

## **Theme 4: Security of Tenure; Clause 11**

**36. Clause 11 amends Article 14 of the 2006 Order so that the Article will only deal with notices to quit given by landlords and that they must be in a certain form and contain certain information. What is your view on this?**

We welcome this Article and the recognition that notices to quit given by landlords should adhere to stricter requirements than those given by tenants.

The situation for a tenant (trying to find a new home and avoid becoming homeless) is profoundly different from the situation for a landlord (trying to find a new tenant), as our response to Question 37 and our wider Notice to Quit Campaign illustrate.

**37. On Clause 11: What is your view on the range of time periods regarding notices to quit depending on how long the tenant has been in the house?**

We do not feel that this Clause as it currently stands goes far enough to increase security for private rented households.

Our asks relevant to this Clause, developed during our Notice to Quit Campaign are:

- An end to no fault evictions and to have indefinite tenancies, similar to Scotland, where tenancies can only be ended in certain circumstances.
- While no fault evictions are still possible, for private renters to be given 6 months' notice to leave their homes.

One of the key reasons we decided to prioritise security of tenure and came to these asks was the prominence of this issue in responses to our October 2020 Survey of private renters. The top long-term issue people told us about was difficulties with finding properties, and, in particular, finding properties which are affordable (58%) are in the right area (50%) or that meet the needs of the household (47%). Furthermore, two of the Top 10 long-term Changes that respondents said they would like to see were 'Increased notice to quit periods for tenants' and 'Longer term tenancies (and limiting the circumstances where landlords can end a tenancy)'.

Another was our discussions as a group before and after Carál Ní Chuilín's Ministerial statement in November 2020. She stated "The private rented sector is now similar in size to our social sector. It houses an increasingly diverse range of households, including a growing number of households with children. There are twice as many families with children in private rentals than in social housing. They can be asked to leave within 4 weeks. Imagine the stress if that happened to you" and that that, in her view, notice to quit "should be a lot longer, more like 6 months".



Renters' Voice, like those now renting more widely in NI, are a diverse group and there are many different reasons it can cause us considerable stress and take considerable time to find a suitable rented home - from financial constraints and concerns about 'No DSS', to having children whose needs we have to put first, to our own needs due to disabilities or being older tenants, to being originally from another country and not having someone to act as a guarantor.

We have regularly discussed the impact on our mental health and wellbeing of insecurity in our tenancies and this personal experience is backed up by academic findings about insecurity, precariousness and the impact of this on peoples' mental health and ability to concentrate.

Guy Standing's book 'Basic Income and how we can make it happen' (2017) looks at insecurity generally and states 'without basic security, people cannot function rationally, or be expected to do so' (pp 86-7). 'Uncertainty undermines resilience - the ability to cope with, compensate for, and recover from shocks (unchosen adverse events) and hazards (normal life-cycle events that bring costs and risks, such as marriage, birth of a child, or death)' (p 89).

Another study 'Living on the edge: precariousness and why it matters for health' (McKee et al, Archives of Public Health, 2017) looks at evidence across Europe about the impact of different kinds of precariousness on peoples' health, including housing precariousness for people renting privately (p. 5-6) and argues that 'those concerned about the health of the population, and especially those most disadvantaged, must try to understand the impact on health of the changes that are taking place in society' and must look to models to prevent insecurity 'such as the German system of rent and tenure controls' (p.8).

Similarly, the impact of multiple moves, where this is out of necessity rather than choice has been found to be very detrimental to peoples' mental health. For example, 'The impact of social housing on mental health: longitudinal analyses using marginal structural models and machine learning-generated weights' (Bentley et al, International Journal of Epidemiology, 2018) looks at the adverse impact on mental health of transitions in and out of numerous properties for people living in social housing in Australia.

Lack of security for tenants in Northern Ireland is also at the root of many of the further issues we talk about at our Renters' Voice Meetings, including:

- Not being able to build a home and a life in a rented property and a particular area or community and
- Not being able to ask for repairs or stick up for your rights without feeling that you will just be asked to leave.

Our discussions in our meetings about what a difference 6 months would make led us to focus our Notice to Quit Campaign on "What 6 months would mean to us...". We have

previously submitted a video and supporting documents on this theme to the Minister and Department for Communities and some of our personal quotes are included here:

Jenni: "I am a private renter and for me 6 months' notice to leave my home would mean the incredible opportunity for me to find a property that is suited to my needs as a person with disabilities. Within the private rental sector, there are very few entirely suitable properties that are affordable, and finding one that can accommodate my assistance dog along with a young family who are growing up rapidly and needing space is quite a challenge. 6 months means less stress, the opportunity to save for a deposit and first month's rent, and to pack at a pace that suits my health needs with the time I need to move between properties. Without six months' notice the reality is that it becomes a case of finding a house, any house, regardless of suitability. It means potential debt in raising the money necessary to fund the move. Immense stress and a long period of physical recovery which impacts on every aspect of my life."

Sharon: "I am a private renter and for me 6 months' notice to leave my home would mean I wouldn't have to face the stress again of what happened to me. I was given a notice to quit as the house I had rented didn't have adequate sanitation. The landlord wasn't prepared to make the repairs and so put the house up for sale. We had not yet recovered from the emotional and physical upheaval of leaving our previous family home of 20 years, when after only two months, our landlord told us to leave with immediate effect. I have a husband, three teenage kids and a golden retriever to consider. We had no time to prepare ourselves, and only by luck, good timing and personal strength were we able to get sorted in another home. The situation made all of us anxious. Everything had to be sorted again, more mounting costs at a time when my husband and lost his job. Eventually I became sick due to the stress. Quite frankly a 6-month notice to quit would give me time to prepare and would prevent me from ending up in such a stressful situation again and against my own will. What would I tell the kids if this was to happen again? I promised them we weren't moving again for quite some time but I lay awake at nights feeling very insecure about this that I had no control over it at all. Without 6 months' notice I would be faced with my mental health becoming weaker, anxiety levels in my children rising, stress and money worries - we would all suffer as a result."

Brigitte: For me 6 months' notice to leave my home would mean security. It would give me enough time to find another suitable home and time to move. It also means that I am treated with dignity and respect. I am a long-term renter, and because I have been renting my current home for over 20 years, I am already entitled to 3 months' notice. However, after so many years in one property, you are not just moving yourself, you are moving your life. Many renters nowadays are also moving their workplace. Moving house is one of the most stressful life-events, and to do it in 1 month or 3 months is nearly impossible without serious impact on your physical and mental health. Renters nowadays just don't have a few boxes and suitcases and move with a shopping trolley, but are moving homes, families, special needs, disabilities, pets, furniture, memories and networks, so we need more time. Without 6 months' notice I am faced with an impossible situation."

Ellie: For me 6 months' notice to leave my home would mean having time. The time to try to save for a deposit, and the time to find a suitable and affordable home for my family. We had to move last year and it took us 5 months to find a suitable property that didn't have significant damp and repair issues, and we had to take out a loan to cover the deposit and moving costs. Without 6 months' notice I am faced with a scramble to find any accommodation, and forced to take what I can find regardless of how poor the condition, how unreasonable the contract terms, or how unsuitable it is for my family. I deserve more than just shelter; I deserve to have a home."

Angelika: What 6 months' notice means to me is firstly that I would have enough time to find suitable accommodation. Property Agencies or private landlords may not have enough properties which would be suitable for me to live in. It is also important for me that I am familiar with the area I would be moving to and that it has access to the public transport. Another priority for me would be to find a property within a price range that I can afford, because I know how it feels to struggle to pay the bills. Having 6 months' notice would give me time to find a home that is suitable and affordable, and to find any necessary support which is not always available in a short period of time. What is more, 6 months' notice would give me time to clean the property and make sure there is time to discuss any repairs that are still due with the landlord to make sure I get the deposit back. In that way definitely I feel like more time is needed. Without 6 months' notice I am faced with a cluttered house, inability to pack on time, and not enough time to find a suitable flat or house that I can afford and finally arrange affordable moving company."

Our current experience of the rental market further evidences the need for this increased protection for private renters from market forces. A number of our group are currently looking for new rental properties in Belfast and are struggling to secure viewings for properties, never mind a tenancy. We are also encountering higher rents and charges for registration with agencies in order to access viewings. Another member of our group was in a difficult situation last year and keen to move as soon as possible but found that it took around 6 months to secure a suitable property, much longer than she had experienced in the same area in the past. PropertyPal have recently reported the number of properties available to rent in Northern Ireland falling whilst demand is at an "all time high" (approximately 70 enquiries per rental property versus around 20 in 'normal' times) and rents rising at 5.7% (PropertyPal statistics, Sept 2021).

We appreciate that much of the current discussion is about an increase to 8 or 12 weeks' notice to quit and that ambitions to increase tenants' security further may be seen as longer-term. As private renters we are saying this cannot wait. There may need to be a bigger discussion around reasonable exceptions to 6 months' notice in order to make it workable but tenants need the security that this would bring and we can't afford to wait for a 'Phase 2' of reforms that, realistically, may or may not happen during the next political mandate.

**38. Clause 11 gives the Department power, by regulations, to alter notice to quit periods in some tenancies. What is your view on this?**

As above, we are calling for private renters to be given 6 months' notice to leave their homes. If this cannot be delivered when the Bill first passes, we welcome the provision for notice to quit periods to be reviewed and altered further under this power.

**39. On Clause 11: Are there any wider issues relating to security of tenure that are not contained with the Bill that you would wish to bring to the Committee's attention?**

We wish to draw attention to any potential gap between the emergency 12-week notice period currently in place and new provisions that will be introduced under the Bill. Whether the new position will be 6 months' notice or a shorter (but improved) notice period, we would be concerned if the emergency provisions expired and many people dropped down to a 4-week notice period before benefitting from the new provisions under the Bill. This would leave many tenants in a vulnerable position during the gap.

We are also aware that an unintended consequence of extending Notice to Quit could be to bring this period out of line with the period of time that a person can be considered 'threatened with homelessness' under Art 3(6) of the Housing (Northern Ireland) Order 1988, as this currently applies if someone is likely to become homeless within 8 weeks. We ask that this is legislated for in line with any change to notice to quit so as not to disadvantage people at risk of homelessness due to loss of their rented home.

As outlined in our response to Question 36, our primary ask in relation to security of tenure is 'An end to no fault evictions and to have indefinite tenancies, similar to Scotland, where tenancies can only be ended in certain circumstances.'

Indefinite tenancies are now in place in Scotland and are due to be introduced in the Republic of Ireland (under the new Housing for All Strategy, introduction of legislation in late 2021 is planned). The English government has committed to an end to no fault evictions and legislation has recently been passed in Wales to extend notice periods from two to six months in the case of no fault evictions.

For the reasons outlined in our response to Question 37, the security of an indefinite tenancy is what many tenants really need and, for us, even our call for 6 months' notice to quit to be included in the current Bill is a compromise that would still leave Northern Ireland behind the rate of progress in most jurisdictions across the UK and Ireland and in other comparable jurisdictions.

(If we draw comparison outside of the UK and Ireland, we also find examples of European neighbours where private tenants have been afforded both substantive tenure protections and substantial notice to quit periods, leaving Northern Ireland lagging behind on both fronts. In Germany, Sweden and Denmark fixed term leases must be justified by reference to an exhaustive list of permissible reasons, otherwise contracts will be for indefinite terms. Termination of contracts are likewise subject to the same restrictions, and even when permitted will typically require lengthy notice periods (up to 9 months in Germany, and 12

months in Sweden if the termination is to allow the landlord to make personal use of the property).)

### **Clause 12-14**

#### **40. Please give us any views or comments you wish to make on Clauses 12 (Interpretation), 13 (Commencement) or 14 (Short title).**

We have not had capacity to date to consider the detail of these Clauses as a group.

#### **41. Do you have any views or comments on the offences and penalties created by the Bill?**

We have not had capacity to date to further consider this question as a group.

#### **42. Please share with us any other views or comments you wish to make in connection with the Bill.**

We appreciate the invitations to provide written and oral evidence in relation to the Private Tenancies Bill that have been extended to Renters' Voice by the Committee for Communities, as well as prior engagement with us by the Department for Communities. We also appreciate that other measures have been taken, for example the Committee's call out on Twitter for private tenants to respond.

However, we feel that it is necessary for us to share our experience that the current Call for Evidence has not been shared in a way that we have found accessible. The survey itself is long and technical and requires cross reference with the Bill itself and/or the Explanatory and Financial Memorandum in order to understand the questions.

We have been able to respond because we are a group that focuses entirely on issues for private tenants, have completed training on issues in the private rented sector and have the support of a full time project co-ordinator. We think it is unlikely that many individual renters or groups (whose sole focus is not the private rented sector and/or who are less confident in engaging with law and policy) would be able to respond to this Call for Evidence.