



Llywodraeth Cymru  
Welsh Government

## Consultation Response Form

Your name:	Rhys Gwilym-Taylor
Organisation (if applicable):	Crisis
Are you a landlord?	No
Are you a tenant?	No
email / telephone number:	<a href="mailto:Rhys.gwilymtaylor@crisis.org.uk">Rhys.gwilymtaylor@crisis.org.uk</a>
Your address:	33-35 West Bute Street, Cardiff, CF10 5LH

### The draft Renting Homes (Explanatory Information) (Wales) Regulations

Q1. Are the matters about which explanatory information must be given clear and unambiguous?	Please Tick	
	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Please include here any comments you may have to explain your answer:		
<p>We would agree that the matters are clear and unambiguous, however contract holders may benefit from additional information being provided as part of the Explanatory information and later in the contract as guidance. This could include information relating to when and how an eviction notice can be issued.</p>		

<b>Q2.</b> Are all the matters about which explanatory information must be given, appropriate?	Please Tick	
	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Please include here any comments you may have to explain your answer:

See response to question 1.

<b>Q3.</b> Are there any other matters about which you think explanatory information should be given?	Please Tick	
	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Please include here any comments you may have to explain your answer:

On the basis of our response to Question 1 we are unsure about the process to determine which issues should be included as Explanatory information. Whilst we note the intent to ensure that contracts are not overly long, we believe that further information, or guidance, is required, including:

- Rent increase mechanism – there is currently no additional information for contract holders on the mechanism for which rent may or will be increased. For example, the date on which rent will be reviewed, or what other measures may be taken into consideration when reviewing rents. No information appears to be provided on unfair terms, for example.
- Evictions – there is currently little information provided on evictions laws, including that a notice of eviction cannot be issued within the first 6 months of a tenancy or the form by which a notice should be issued.
- Additional fees/charges – the current model makes no reference to any additional fees or charges, including service charges for a secure contract, as set out in the Renting Homes (Fees etc.) (Wales) Act 2019.
- We recognise that the model provided is a secure contract, however additional information and signposting about deposit protection should be provided in guidance, not solely in Key Matters.
- There should also be information provided about the registration details of the landlord and agent as required by Rent Smart Wales, and how that information can be accessed by the contract holder.

The explanatory information should state clearly that it does not form part of the contract and should include a sentence encouraging contract holders to seek advice (and possible signposting) should they not understand part of the contract.

**The draft Renting Homes (Model Written Statements) (Wales) Regulations**

<p><b>Q4.</b> Do you think that there should be six types of model written statement - namely, periodic standard, fixed term standard, secure, introductory standard, prohibited conduct standard and supported standard?</p>	Please tick	
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Please include here any comments you may have to explain your answer:

One of the aims of the Renting Homes Act and associated legislation and regulations is to simplify the contractual arrangements for landlords and contract holders. We believe that 6 types of contract risks undermining that objective and complicating matters for both landlords and contract holders.

We recognise the need for differentiation between Secure and Standard occupation contracts (and for Periodic and Fixed term contracts). We also acknowledge the need for the provisions within a Supported Standard contract. However, further clarity is needed on the definition of “supported accommodation” within the legislation. We would support comments from Shelter Cymru in this regard, including the need for clarity on provisions for people in temporary accommodation under a homelessness application.

In order to reduce the number of written statements and to simplify the arrangements for all parties would it be possible within the Act, for example, to incorporate those terms specific to Prohibited Conduct and Introductory Contracts into Secure or Standard Occupational contracts as Fundamental terms? For example, could the terms within a Prohibited Conduct Standard Contract (point 9 (2) of the statutory instrument) be incorporated into a Secure Contract as a Supplementary term?

We would echo findings by Shelter Cymru in their recent report on [ending evictions into homelessness from social housing](#) about the wide range of alternative options to eviction by community landlords.

<p><b>Q5.</b> Is the layout and format of each model written statement easy to understand?</p>	Please Tick	
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Please include here any comments you may have to explain your answer:

We are concerned that the draft model provided is overly long and difficult to follow. For some of those who have experienced prolonged periods of homelessness, the length and language used in the written statements may result in some provisions and requirements being missed, owing to the many pressures that people experiencing homelessness face. It is essential that the format, layout and language is clear about the rights and responsibilities of landlords and contract holders. This includes ensuring clear guidance throughout statements to provide clarity on the terms and provisions of the statement.

A contents page is needed, setting out the constituent parts and their purpose, allowing readers to easily navigate the document. We would also recommend that the form is changed from paragraph to bullet points where possible including, for example, to provide examples of Supplemental terms, such as keeping animals.

Should the Government proceed with the current models, we would strongly recommend a built-in review period to assess the impact of the changes and implement any changes which may be required.

**Q6.** Are the terms in each model written statement grouped and ordered in an appropriate way?

Please Tick

Yes

No

X

Please include here any comments you may have to explain your answer:

On the whole the terms are ordered and grouped in an appropriate way. However, we do feel that improvements can be made to provide clarity to contract holders. For example,

- Should terms relating to deposits appear above those relating to rent payments so the contract follows the process of starting a tenancy?
- Terms relating to the occupation of the property should come earlier in the statement

We would also like to make additional suggestions:

- Where terms are grouped i.e. termination, these should be split into headings and sub headings to clearly demarcate sections of the Statement
- The Terms should be split by contract holder and landlord responsibility, so contract holders and landlords are clear on their rights and responsibilities. This could also be done for Fundamental and Supplementary terms to provide further clarity.
- The language should be simplified and brought into line with Rent Smart Wales and should be produced in partnership with people who have lived experience of housing and homelessness issues.

<b>Q7.</b> Is the way in which the status of each term is identified (e.g fundamental terms that cannot be left out of the contract or changed are in italics and underlined; Fundamental terms that can be left out or changed are in italics; and supplementary terms are underlined) clear?	Please Tick	
	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Please include here any comments you may have to explain your answer:		
<p>We do not believe that the way in which each Term is identified is clear and easily navigable by landlords or contract holders. The use of a font-style code does not provide sufficient clarity, despite the use of a key at the bottom of each page. This may also not be accessible for those with visual impairments or learning disabilities.</p> <p>We would recommend the use of a graphic/symbolic system to visualise the different Terms throughout the statement, for example an open or closed padlock. We understand that this was used in the early development of the new model contracts.</p> <p>We were unsure if the font-style code was being used consistently throughout the document – for example the Supplementary term at paragraph 43, page 32 of the draft regulations. The paragraph makes provision, as a Supplementary term, for the landlord to refund any amount of pre-paid rent or costs beyond the date after which the contract ends. This is identified as a Supplementary term and is underlined, however we were uncertain as to how this would be improved, as per the definition of a Supplementary term. In addition, terms under Right to Occupy (interference) and landlord access to the property should be Fundamental terms but currently appear as Supplemental terms.</p>		

<b>Q8.</b> Are the guidance notes included in Part 3 of each model written statement clear and sufficient?	Please Tick	
	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Please include here any comments you may have to explain your answer:

Yes, however the language in guidance notes should be plain English and/or Welsh and provide definition (i.e. right to set off and succession) wherever possible. Some guidance notes adopt descriptions from legislation or regulation, which may not be helpful in all instances in providing clarity for contract holders.

In addition, there is an opportunity to apply the use of guidance notes more consistently throughout the contract, notwithstanding the need to limit the overall length of a contract.

## General

We would like to know your views on the impact that the proposed regulations and draft model written statements, as set out in the consultation document, might have on the Welsh language, specifically on:

- i) opportunities for people to use Welsh; and
- ii) treating the Welsh language no less favourably than the English language.

### Q9. Welsh Language Impact.

What impact do you think the proposed regulations and draft model written statements would have on the Welsh language?

### Q10. Welsh Language Impact.

Please can you provide any comments on how the could be formulated or changed so as to have:

- i) positive effects or increased positive effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favourably than the English language, and
- ii) no adverse effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favourably than the English language.



**Q11. Other General Comments**

Are there any other comments you would like to make regarding this consultation or draft regulations?

Whilst we understand that consulting on one type of written statement provides greater focus for the purpose of the contract, we would recommend further consultation on other written statements in the future. Variation in the Terms of written statements – for example information on deposit protection – will vary depending on the type of written contract. This caused difficulties for our support staff to comment on the complete set of reforms that the Act will bring about.

We support the Key Matters in Part 2 as it provides more accessible information than the detailed terms in Part 3. Part 2 should include contact details for the tenancy deposit protection scheme provider and where the contract holder's deposit will be held. The Key Matters section would also benefit from having a more easily accessible version and being made available in other languages to English and Welsh.

The model contract provided is long, and we are concerned that key terms could be missed in some instances. More thought needs to be given to simplifying the way in which the information is provided to ensure the contract is accessible. We also note that much of the language currently used may be inaccessible. There are opportunities throughout to simplify the language used and this should be co-created with individuals with experience of housing and homelessness issues.

We feel that additional information should be provided with regards to evictions and what form a notice of eviction needs to make. This is also in line with our earlier comments.

We feel that the use of 'you' throughout may cause confusion, depending on the reader. Earlier in our response we suggest splitting the contracts into those terms relating to the rights and responsibilities of contract holders and landlords respectively, which would clarify the use of 'you'.

The guidance note relating to fitness for human habitation suggests that this only applies where a court has made a ruling, and makes no reference notices issued by Environmental Health Officers. We would welcome clarity on this.

Responses to consultations are likely to be made public, on the internet or in a report. If you would prefer your response to remain anonymous, please tick here: