

Second consultation on a new tenancy for the private rented sector

RESPONDENT INFORMATION FORM

Please note: this form **must** be returned with your response to ensure that we handle your response appropriately



1. Name/Organisation

Organisation Name

Glasgow University Students' Representative Council

Title Mr Ms Mrs Miss Dr Please tick as appropriate

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3. Permissions – I am responding as...

Individual

/

Group/Organisation

Please tick as

- (a) Do you agree to your response being made available to the public (in Scottish Government library and/or on the Scottish Government web site)?

Please tick as appropriate

Yes No

- (b) Where confidentiality is not requested, we will make your response available to the public on the following basis

Please tick **ONE** of the following boxes

- (c) The name and address of your organisation **will be** made available to the public (in the Scottish Government library and/or on the Scottish Government web site).

Are you content for your **response** to be made available?

Please tick as appropriate

Yes No

Yes, make my response, name and address all available

or

Yes, make my response available, but not my name and address

or

Yes, make my response and name available, but not my address

(d) We will share your response internally with other Scottish Government policy teams who may be addressing the issues you discuss. They may wish to contact you again in the future, but we require your permission to do so. Are you content for the Scottish Government to contact you again about this consultation exercise?

Please tick as appropriate

Yes

No

CONSULTATION ANSWER FORM

Question 1a: Do you agree that there should be an initial tenancy period during which a tenant and landlord would be unable to give notice unless one of the specified circumstances existed?

Yes No Don't know

Please explain your answer.

We agree with the implementation of an initial tenancy period during which neither the landlord nor the tenant can provide notice outwith the specified circumstances. We would however be keen to ensure that this right is also enshrined in legislation for shorter tenancies agreed between a landlord and tenant, for example those less than 6 months.

Question 1b: Do you agree that after the initial period a tenant or landlord may serve notice at any time with the relevant notice periods?

Yes No Don't know

Please explain your answer.

We agree with this proposal.

Question 2: Do you agree that Notice to Quit and Notice of Proceedings should be combined into one Notice to Leave?

Yes No Don't know

Please explain your answer.

We agree with this proposal as in our experience the current arrangements can often leave tenants, and indeed some landlords, confused as to their rights and responsibilities. We would however recommend that information and advice on how and when to use the notice to leave is provided to both tenants and landlords as part of the model tenancy agreement materials.

Question 3: Do you agree with the proposed notice periods a landlord should give a tenant?

Yes No Don't know

Please explain your answer.

We believe that the reduction from 16 weeks to 12 weeks' notice seems reasonable. However we believe that those tenants in the "more than 6 months but less than 2 years" bracket should still be provided with 8 weeks' notice.

Question 4a: Do you agree that a landlord may serve a Notice to Leave when a tenant has been in rent arrears for two consecutive months?

Yes No Don't know

Please explain your answer.

Whilst we agree with the concept of tenants being directed towards help and advice with rent arrears at an earlier stage, we do not agree with the proposal that once a Notice to Leave has been served after 2 months unpaid rent that no further notice would then be provided before the case is referred to the First tier tribunal. We would instead propose that guidance is created for landlords to help them direct a tenant in arrears towards financial information/advice at an earlier stage. This would hopefully discourage landlords from using the Notice to Leave for the purpose of directing a tenant towards financial information/advice.

Even if the arrears have resulted from a problem with delays in housing benefit, it is unlikely that this would be resolved in the month between the Notice to Leave being issued and the 3rd month's arrears accruing/the landlord referring to the First tier tribunal. This could help to prevent a large number of eviction cases calling before the tribunal which are simply deferred or rejected on the basis of delayed housing benefit issues.

Question 4b: Do you agree that when a tenant has reached three consecutive months of rent arrears, a landlord should be able to refer a case to the First-tier Tribunal?

Yes No Don't know

Please explain your answer.

Given that this has long been the case under the existing legislation we would not object to this proposal.

Question 5a: Do you agree that the list of repossession grounds now covers all reasonable circumstances where a landlord may wish to recover possession?

Yes No Don't know

Please explain your answer.

Question 5b: Do you agree that the First-tier Tribunal should have an element of discretion in grounds 6, 7 and 8?

Yes No Don't know

Please explain your answer.

As mentioned in our response to the initial consultation we strongly believe

that the tribunal should have discretion in at least these 3 grounds. We maintain concerns about the lack of discretion and the wording of Ground 4 on “refurbishment” and believe that if this ground remains unaltered that some clarification or expansion on what constitutes an acceptable level of refurbishment should be provided to both landlords and tenants at the commencement of the tenancy. We foresee some landlords using this ground unreasonably to evict tenants without having any substantial renovation planned. There is also the potential for landlords to attempt to evict tenants on this ground rather than reimbursing them for/providing alternative accommodation, during disruptive repairs that may be required.

We also have reservations about which terms in the model tenancy agreement will be mandatory (but which are not already covered by other grounds) and which will be discretionary. We would seek further information and reassurance on how this distinction will be made clear to the parties, and what kind of evidence will be required to prove each type of ground before the First Tier Tribunal.

Question 6: From the details provided, do you agree that each of the following repossession grounds will work effectively?

Ground 1: The landlord is selling the home.

Yes No Don't know

Please explain your answer.

We would expect that if a landlord is taking active steps to sell the property that the landlord should provide evidence to the tenant to verify this is the case.

Ground 2: The mortgage lender is selling the home because the landlord has broken the loan's conditions.

Yes No Don't know

Please explain your answer.

Although, in cases where the property is repossessed, especially where the tenant has paid rent regularly, we hope that the mortgage lender will take reasonable steps to treat the tenant with due consideration and permit flexibility.

Ground 3: The landlord or a family member of the landlord wants to move into the property as their principal home.

Yes No Don't know

Please explain your answer.

We have some reservations on this ground, as it could prove difficult for a landlord to provide evidence that the family member is moving into the

property. Also, we would like more information on how a “family member” is defined for this purpose to ensure this ground is not manipulated by a landlord looking to evict a tenant without due cause.

In addition, the existing ground 1 for repossession states that the landlord can only evict on these grounds if the property was previously their home, we would therefore like some clarification on why this requirement has been removed from the new proposed ground.

Ground 4: Refurbishment.

Yes No Don't know

Please explain your answer.

As mentioned in our response to question 5b, we would like to see further clarification on the evidence the landlord has to provide both before and after the refurbishment works have been carried out. For example, it is possible that a landlord could have plans drawn-up or present a proposal for works simply as a means to evict a tenant with no intention of ever carrying out the works.

Ground 5: Change of business use, e.g. from home to shop (from residential to non-residential).

Yes No Don't know

Please explain your answer.

We would suggest that proof that a planning application has been submitted to the relevant local authority should be mandatory.

Ground 6: The tenant has failed to pay the full rent over three consecutive months.

Yes No Don't know

Please explain your answer.

Ground 7: The tenant has displayed antisocial behaviour.

Yes No Don't know

Please explain your answer.

Given the often complex reasons and causes behind anti-social behaviour we would argue that this ground should remain discretionary in order that the tenant can present any mitigating factors that led to the behaviour, or indeed if the accusations of anti-social behaviour are unfounded

Ground 8: The tenant has otherwise breached the clauses of their tenancy agreement.

Yes No Don't know

Please explain your answer.

Yes with reservations, pending the wording of the model tenancy agreement, and evidence to support the allegation.

Ground 9: Abandonment.

Yes No Don't know

Please explain your answer.

Subject to robust evidence indicating abandonment, and the provision for tenant to challenge this if they have not in fact abandoned the property.

Ground 10: The property was let to the tenant because they were employed by the landlord, and the tenant is no longer employed by the landlord.

Yes No Don't know

Please explain your answer.

Ground 11: The property is normally needed to house a full-time religious worker of a religious denomination, and is required for this purpose.

Yes No Don't know

Please explain your answer.

Question 7a: Do you agree that rent reviews should take place no more than once a year?

Yes No Don't know

Please explain your answer.

We would agree that reviewing rent levels any more than once a year would seem unreasonable.

Question 7b: Do you agree that a tenant should receive 12 weeks' notice in advance of a change in the rent?

Yes No Don't know

Please explain your answer.

We agree with landlords being required to provide at least 12 weeks' notice of a change in rent but would only be in agreement if this notice was

provided where there are at least 12 weeks of the current tenancy term remaining. Or in other words a landlord cannot agree a 6 months tenancy with a tenant then advise them in the second week of said tenancy that they will be increasing the rent from week 14 onwards.

Question 7c: Do you agree that tenants should be able to refer what they regard as unreasonable rent increases for adjudication?

Yes No Don't know

Please explain your answer.

We agree in principle with tenants having this right but would suggest that in order for them to make a meaningful case to the tribunal they would require a central price index/resource of local rents to be widely available to refer to which may prove problematic or resource-intensive for local authorities or the Scottish Government to create, maintain and publicise appropriately.

Question 7d: Do you think there is a role for the additional regulation of area-based rent limits?

Yes No Don't know

Please explain your answer, setting out what you view as the advantages and disadvantages of such an approach.

Yes however additional regulation should only be permitted in the types of areas identified in the consultation briefing.
Also, there should be flexibility within the range of rents which can be charged, so that the market will reward good quality, well run and well maintained rented properties.
Also, many landlords may have 'Buy-to-rent' mortgages, and so the market needs to avoid over-restriction, in order to prevent more repossessions or evictions of tenants.

Question 7e: If we were to legislate for this proposal, what types of evidence should local authorities have to present to Ministers when applying to designate an area as a 'rent pressure area'?

Please explain your answer.

In addition to the evidence suggested in the consultation we would also suggest including statistics from the local area on evictions due to rent arrears.

Question 8: Do you have any comments on the partial Equality Impact Assessment?

Please explain your answer.

Question 9: Do you have any comments on the partial Business and Regulatory Impact Assessment?