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Llywodraeth Cymru
Welsh Government

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Consultation Document

Consultation on a Private Rented Sector Code of Practice for Landlords and Agents

Date of issue: 27 March 2015

Action required: Responses by 22 May 2015

Overview

The Housing (Wales) Act 2014 was passed by the National Assembly for Wales in July 2014 and received Royal Assent on 17 September 2014.

Part 1 of the Act introduces a system of licensing for landlords and agents involved in the management and letting of properties within the private rented sector in Wales. Landlords and agents who are granted a licence by the Licensing Authority will be subject to conditions. A licence must be granted with the condition that the licence holder complies with any Code of Practice issued by the Welsh Ministers. A licensing authority may revoke a licence if the licence holder breaches a condition of their licence. The purpose of this consultation is to seek views on the Code of Practice associated with Part 1.

The Code sets standards relating to letting and managing rental standards. It is split into two parts; Statutory Requirements and Best Practice. The Statutory Requirements are those provisions which are currently law and which must be met by licence holders in order to retain their licence. The Best Practice section compliments the Statutory Requirements and is a guide to levels of service which landlords and agents should be aspiring to achieve. Failure to meet the Best Practice aspect of the Code will not, however, affect a person's licence status.

The Code has been designed to be user-friendly and easy to understand. Some entries in the Code relate to landlords only (denoted by an **(L)**), some to agents only (**(A)**), and some to both landlords and agents (**L & A**).

How to respond

You can use the questionnaire at the back of the document, or complete the online form.

Contact details are provided below.

Further information and related documents

Large print, Braille and alternate language versions of this document are available on request.

Contact details

For further information:
Private Sector Housing Team
Housing Policy Division
Welsh Government
Rhydycar Business Park
Merthyr Tydfil
CF48 1UZ

e-mail: privatesectorhousingmailbox@wales.gsi.gov.uk

Tel: 03000 628155

Data protection

How the views and information you give us will be used

Any response you send us will be seen in full by Welsh Government staff dealing with the issues which this consultation is about. It may also be seen by other Welsh Government staff to help them plan future consultations.

The Welsh Government intends to publish a summary of the responses to this document. We may also publish responses in full. Normally, the name and address (or part of the address) of the person or organisation who sent the response are published with the response. This helps to show that the consultation was carried out properly. If you do not want your name or address published, please tell us this in writing when you send your response. We will then blank them out.

Names or addresses we blank out might still get published later, though we do not think this would happen very often. The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 allow the public to ask to see information held by many public bodies, including the Welsh Government. This includes information which has not been published. However, the law also allows us to withhold information in some circumstances. If anyone asks to see information we have withheld, we will have to decide whether to release it or not. If someone has asked for their name and address not to be published, that is an important fact we would take into account. However, there might sometimes be important reasons why we would have to reveal someone's name and address, even though they have asked for them not to be published. We would get in touch with the person and ask their views before we finally decided to reveal the information.

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Statutory Requirements

1. Before a tenancy

Appointment of an Agent

When offering services to a landlord, an agent must comply with the:

- *Consumer Protection from Unfair Trading Regulations 2008* (CPRs)
- *Business Protection from Misleading Marketing Regulations 2008* (BPRs)
- *Unfair Terms in Consumer Contracts Regulations 1999* (UTCCRs)
- *Supply of Goods and Services Act 1982* (SGSA)
- *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*
- *Energy Act 2011* (Green Deal)
- *Unfair Contract Terms Act 1977* (UCTA); and
- the licensing conditions under Part 1 of the *Housing (Wales) Act 2014* **(A)**

The landlord must be sure that any agent they may enter into contract with in relation to the letting and / or management of their residential property is licensed under part 1 of the *Housing (Wales) Act 2014*. **(L)**

An agent must not engage in any unfair commercial practice by saying, doing or omitting to do something which causes, or is likely to cause, the *average consumer* to take a different transactional decision. **(A)**

Agents must give landlords written confirmation of their instructions to manage a property on their behalf. This must include details of:

- fees and expenses
- business terms
- the duration of their instructions; and
- the extent of the agent's financial authority to authorise expenditure such as essential repairs/maintenance. **(A)**

The agent must give these details to the landlord before the landlord is committed or has any liability towards them. The landlord should be given sufficient time to read and understand the agreement before signing. **(A)**

Terms of engagement must clearly state the scope of the work the agent will carry out and any additional responsibilities. The terms must be fair and must be written in plain and intelligible language. **(A)**

If a landlord signs a contract with the agent present at:

- their home; or
- at another location away from the agent's premises; or
- by post or online; or
- without having met the agent,

the landlord must be given a right to cancel that contract within 14 calendar days from the date of signing. If the landlord requires the contract to start before the end of this cancellation period the agent must obtain confirmation of this in writing.

Agents who want to appoint a subagent must first obtain the landlord's authorisation. Appointing a subagent without authorisation may be considered a breach of duty unless it is contained within the agent's terms of engagement. **(A)**

Marketing and advertising

Before letting a property, appropriate consents must be obtained; for example, from a joint owner, lender, insurance company, superior landlord or freeholder. **(L)**

If an agent is acting on behalf of a landlord, they must make sure that appropriate consents have been granted. **(A)**

If the owner of a leasehold property wishes to let their property, they must consider the terms of that property's lease to the immediate landlord and any covenants or other obligations that will need to be included in the tenancy agreement. Any relevant terms must be brought to the attention of potential tenants, and agent, if relevant, at the earliest appropriate opportunity. **(L)**

All statements made about a property, whether oral, pictorial or written, must be correct and not misleading. Requested information must be provided in a clear and timely manner and must not omit or hide material information. **(L & A)**

Property particulars and any advertisements must include the alphabetical Standard Assessment Procedure (SAP) rating from the Energy Performance Certificate. **(L & A)**

All non-optional fees must be disclosed and be made clear so that prospective tenants can clearly understand all the costs which they will have to pay should they enter into a tenancy. The same applies should a tenant be expected to make any transactional decision at a later date relating to the tenancy, such as any fees applicable for renewal of the contract. **(L & A)**

Viewings

Tenants must be advised of all material information and there must be no misleading omissions from the information provided to them. This includes the divulgence of material information about potential service charges, parking arrangements, and any other aspects which may not be immediately apparent from an initial viewing. This also covers responses to questions from potential tenants, and making it clear if an offer has already been accepted for the tenancy. **(L & A)**

When arranging for a potential tenant to view a currently- tenanted property, the existing tenant must be given appropriate and reasonable notice (at least 24 hours) of the appointment and in accordance with any provisions within the tenancy agreement, unless other arrangements have been made with the agreement of the tenant. **(L & A)**

2. Setting up a tenancy

References and checks

When interacting with prospective and/or existing tenants they must not be treated less favourably than others because of their age, disability, gender, gender identity, race and nationality, religion or belief, sexual orientation or whether they have children or are pregnant. **(L & A)**

The prospective tenant's consent must be sought before seeking a reference or carrying out a credit check. **(L & A)**

Agreeing the tenancy

During negotiations, the potential tenant must be provided with clear information on the following:

- the tenancy terms
- how long the tenancy will be for (if a fixed period)
- the costs that the tenant will be responsible for
- the amount of any security deposit
- any holding deposit, clearly stating the basis of such a deposit and all associated terms and conditions
- the total sum required on signing
- any guarantor requirements, if applicable
- the methods of payment that could apply; and
- the procedure to follow when the tenant comes to sign the tenancy agreement.

(L & A)

Potential tenants must be given the opportunity to read a draft or sample tenancy agreement prior to becoming liable for fees or charges associated with the rental property. They must also have the opportunity to have a copy of the agreement so they can get independent advice prior to signing it. A request by a tenant for this must not be denied. **(L & A)**

If any terms are negotiated between the parties prior to the tenancy being agreed (such as new furniture which will be provided prior to occupation) these must be written into the rental agreement. **(L & A)**

Rental agreement

Written agreements must include the following:

- The rent amount and key terms
- Frequency of payment
- The period of tenancy
- Any deposit required
- How the deposit will be returned and the terms of any deductions together with an undertaking to return the balance of the deposit within a reasonable time, which is to be stated in the agreement.

- It must also include a clear description of which party is responsible for paying:
 - Council Tax
 - Utility bills
 - Phone, broadband, satellite TV or other media services
 - Any other regular charges liable to be paid by a tenant.
- Any other fees or charges to be made with regard to the letting of the property with a clear description of what they are for and if they are returnable at any point. This is to include all fees charged to the resident.
- How any rent increases will be imposed including a statement making clear what notice the landlord must give the tenant before the rent increase will take effect.
- How the letting can be terminated
- How any dilapidations will be claimed

(L & A)

A copy will be kept by the landlord, or agent of the landlord, and a copy given to the tenant. The agreement must be signed and dated by both parties. **(L & A)**

Supplementary documentation

The landlord must supply the following documentation, in writing and before occupation, to the tenant and keep their own copy for the full period of occupation:

- Landlords Gas Safety Certificate, dated within the last 12 months, if the property has any gas appliances
- Fire Risk Assessment, which is compliant with the Regulatory Reform (Fire Safety) Order 2005, if the letting has any common areas and is not a self contained single dwelling.
- Current Energy Performance Certificate (EPC).
- A schedule of condition and/or inventory appropriate to the property concerned if one has been prepared.
- Any other documentation required by law.

(L & A)

Deposits held for assured shorthold tenancy agreements

Deposits taken must be protected in a Government-authorized scheme, within the statutory timescale, and otherwise in accordance with rules of the relevant scheme. The tenancy agreement must state under which tenancy deposit protection scheme the deposit is held. **(L & A)**

The *prescribed information* regarding the tenancy deposit protection scheme must be made available to the tenant(s) within the statutory timescale of receiving the deposit. See www.gov.uk for further information. The tenant(s) must be given an opportunity to check and sign the prescribed information. **(L & A)**

For agents holding the deposit, this should be held as a *'stakeholder'* on behalf of both parties. These matters should be made clear to the prospective tenant before the deposit is paid and the tenancy agreement is signed. **(A)**

Where a deposit is held by an agent, deposit money must be dealt with in the same way as other client money. The letting commission or other charges owed by the landlord to an agent must not be taken from the deposit. **(A)**

The deposit must be released only in compliance with the terms under which it was originally held. **(L & A)**

3. Once a property is let to a tenant

Introducing a tenant to their new home at the beginning of the tenancy

Basic information must be provided about the tenants to the water supplier within 21 days of change of a new tenancy. This information can be submitted at: www.landlordtap.com (L & A)

Collecting rent

Rents and other charges must be levied and the property managed in accordance with the law and the clauses of the relevant tenancy agreement. (L & A)

The landlord's name and address must be included on any written rent demand. Until such information is provided, rent is deemed not to be lawfully due from the tenant. If that address is not in England or Wales then the tenant must be notified of an address in England and Wales to which notices may be served. (L & A)

A rent book must be provided if the rent is paid weekly and it must be kept up to date. (L & A)

Contact details

Tenants must be provided with the details of the person to contact about their tenancy. These details must be kept up to date with the tenant. This person must be a licensee under Part 1 of the Housing (Wales) Act 2014. Details include:

- A correspondence address
- A contact telephone number
- An email address where possible

The contact person must respond within a reasonable period of time. (L & A)

The tenant must be given the landlord's name and address within 21 days of any written request. If the landlord is a company and the tenant requests more information after receiving the name and address of the landlord, the name and address of the directors and the secretary of the company must also be given to the tenant within 21 days of that request. (A)

Tenants must also be given details of how to make contact with a person licensed to deal with any problems within their property in an emergency. (L & A)

Access to the property

Except in the case of an emergency, tenants must be given at least 24 hours notice, in writing or by the residents preferred means requesting access to the property. The access should be requested at a time reasonable to the tenant and must explain who will be entering the property. (L & A)

Tenants have the right to peaceful enjoyment of the property. If they refuse access, a court order must be obtained if there is a valid reason why entry is needed. (L & A)

Property Conditions

Rental properties must be provided and maintained so as to be safe and without risk to health; in line with statute and common law obligations. **(L & A)**

The Housing, Health and Safety Rating System (HHSRS) is the method of determining whether conditions in a property pose a risk to the health, safety or welfare of tenants and visitors to it. Conditions in or around a property that contribute to a hazard and are determined to pose a serious risk must be mitigated so that they do not pose such a significant problem. Hazards determined under the HHSRS are either classed as a Category 1 hazard, or a category 2 hazard. Category 1 hazards must be rectified and high value Category 2 hazards should also be mitigated wherever possible. **(L & A)**

Landlords must keep the structure and exterior of the property in repair. If an agent is charged with this duty then, in the event that the agent is unable to carry out this duty for any reason, the duty must return to the landlord or otherwise provisions must be put in place for keeping the structure and exterior of the property in repair. **(L & A)**

The installations for space heating and water heating, together with the installations for the supply of gas, water, electricity and drainage must be repaired and kept in proper working order. **(L & A)**

The electrical wiring must be in a safe, operational condition. All electrical fixtures and fittings must be free from breakages, cracking or defect and be properly and securely fitted. **(L & A)**

Electrical work must be carried out in accordance with the Building Regulations (Part P). **(L & A)**

All electrical appliances provided must be in a safe condition. **(L & A)**

Reasonable care must be taken to maintain and repair paths, driveways and car parking areas so that they are safe to use. Gutters, downpipes, drains and gullies must be maintained and repaired. **(L & A)**

Prudence is required in the selection of persons who are competent to perform repairs and maintenance on the property. Reasonable steps should be taken to ensure such contractors have:

- public liability insurance
- professional indemnity insurance, if appropriate
- relevant trade qualifications where required; and
- appropriate health and safety risk assessments and adopt safe systems of work.

(L & A)

Any relevant health and safety information you hold must be passed over to any contractor/designer, including regarding asbestos. **(L & A)**

The fitting of a carbon monoxide alarm is mandatory when a new solid fuel burning appliance is installed. **(L & A)**

All furniture and furnishings provided by the landlord must comply with fire and flame retarding requirements. **(L & A)**

All requirements regarding mandatory licensing schemes and additional schemes (under the Housing Act 2004) for Houses in Multiple Occupation in Wales must be adhered to, along with all Houses in Multiple Occupation Management Regulations. **(L)**

4. Ending a tenancy

A tenant must not be evicted without a possession order and following due process. **(L & A)**

Deductions from deposit payments must not be made without suffering actual losses and evidence must be provided to support claims. Proper allowance must be made for fair wear and tear and no claim can be made for any deterioration which is fairly attributable to fair wear and tear. **(L & A)**

The grounds for any retention from the deposit must be provided to the former tenant in writing, if requested, and in compliance with tenancy deposit legislation and the requirements of the relevant tenancy deposit protection scheme. **(L & A)**

Any balance remaining should be refunded within a reasonable time (in accordance with the scheme rules) after reaching agreement between the parties of what is to be refunded or after the decision of the tenancy deposit scheme adjudicator. **(L & A)**

Deposit sums not in dispute must be refunded to the tenant within a reasonable time (in accordance with the scheme rules) from the end of the tenancy. **(L & A)**

Best Practice

5. Before a tenancy

Pre-letting

The landlord and / or agent should conduct all tenancy-related matters and deal with tenants in a professional, fair, reasonable and diligent manner. **(L & A)**

Appointment of an Agent

The landlord and agent should sign and date a term of engagement detailing their business arrangements, and which party is responsible for specific aspects of the letting and management arrangements. Any subsequent changes to terms of engagement must be confirmed in writing and signed by both parties. **(L & A)**

6. Setting up a tenancy

References and checks

References on a prospective tenant or guarantor should be relevant to the circumstances of the application. **(L & A)**

If a tenant requests a reference, one should be provided and it should be fair and accurate. **(L & A)**

Tenants should be provided with a copy of the Welsh Government's Tenant Guide 'How to rent' at the beginning of their tenancy. **(L & A)**

Agreeing the tenancy

During negotiations, the landlord should inform the tenant of the following:

- the tenancy terms
- how long the tenancy will be for (if a fixed period)
- the costs that the tenant will be responsible for
- the amount of any deposit
- any holding deposit, clearly stating the basis of such a deposit and all associated terms and conditions
- the total sum required on signing
- any guarantor requirements, if applicable
- the methods of payment that could apply; and
- the procedure to follow when the tenant comes to sign the tenancy agreement

(L & A)

Tenants should have the opportunity to have a copy of the agreement for consideration prior to signing it. A request by a tenant for this should not be denied.

(L & A)

Landlords and agents should be considerate of circumstances when dealing with consumers who might be disadvantaged because of their age, infirmity, lack of knowledge, lack of linguistic ability, economic circumstances or bereavement. **(L & A)**

Landlords and agents are encouraged to be accommodating towards potential tenants with pets. Provision can be made within the tenancy agreement which will cover the possibility of any damage to the property, and / or any furniture which may be provided with the property, by any pets. **(L & A)**

Rental agreement

It is a matter of best practice to provide written agreements. Oral only agreements, in the eyes of the law, still offer the same protection principles as written agreements, but the evidence of an oral contract can be harder to prove. **(L & A)**

7. Once a property is let to a tenant

Introducing a tenant to their new home at the beginning of the tenancy

Landlords and / or agents should assist the tenant with the necessary information to ensure that the tenant registers as the customer for utilities from the commencement of the letting in accordance with their obligations under the tenancy agreement. **(L & A)**

Where utilities are metered, meter readings should be taken and recorded. The local authority should be informed of the date the letting commences for council tax and utility companies should be similarly advised for water, sewerage, gas and electricity, as appropriate. **(L & A)**

Tenants should be informed of the refuse collection procedure at the property and how to work the heating and hot water installations, the location of the water stop tap, gas shut off valve and the use of the window and door locks. **(L & A)**

It should be made clear to the tenants how to use any provided fire fighting equipment and how to exit the property safely in the case of fire. **(L & A)**

Tenants should be provided with information about the proper use of heating and ventilation and practices to reduce the risk of damp and mould growth. **(L & A)**

Collecting rent

Rent demands (if used) should be clear and easily understandable by tenants. **(L & A)**

If requested, a receipt of rent should be provided to the tenant. **(L & A)**

An annual statement of rent payments received should be made available to tenants on request. **(L & A)**

Ideally, rent should be collected by standing order. Rent should not be collected in the form of post-dated cheques. **(L & A)**

Contact details

The landlord should endeavour to always be contactable by tenants and respond to contact in a reasonable period of time. If the landlord has instructed the agent to be the point of contact, the agent should put the necessary arrangements in place. If the contact person is unavailable (for instance if going on holiday) tenants should be informed and provided with alternative contact arrangements. **(L & A)**

Tenants should be made clear on how to report repair and maintenance issues. **(L & A)**

There should be a written complaint procedure which is given to tenants at the commencement of the tenancy, setting out how complaints should be made, how

they will be dealt with and the timescales for doing so. The procedure should ensure that complaints are dealt with fairly, promptly and efficiently, and include details of formal redress arrangements, where applicable. **(L & A)**

Access to the property

The tenancy agreement should contain provision for entry in emergencies. Forced entry may only be considered:

- if it is an emergency event such as a fire;
- in the event of problems with gas, electrics or escape of water that pose real risk of injury or significant damage to the property or adjoining properties; or
- in the event that the tenant is unavailable or does not respond and there is genuine reason to believe the property has been abandoned.

(L & A)

Access to the property should only be requested at a time reasonable to the tenant and it should be clear who will be entering the property. **(L & A)**

Property Conditions

Repair requests should be responded to within a reasonable timescale. In normal circumstances this would be as follows:

- **Emergency repairs:** these should be dealt with or made safe as soon as practically possible and normally on the same day that a landlord or agent is notified. Emergency repairs are defined as any defect where there is a risk of imminent danger to the health, safety and security of the tenant or a third party on the premises, or that affects the structure of the building adversely.
- **Urgent repairs:** wherever possible these should be dealt with within three working days of a landlord or agent being notified. These include the failure of core facilities in the property. Heating, hot water, windows and doors and electrical problems are examples.
- **Other Repairs:** the landlord or agent must make reasonable efforts to attend to repairs in a timely manner. It is accepted that minor repairs are not a priority, but tenants should never have to wait more than 30 days for resolution.

(L & A)

It is prudent for a landlord or agent to remind tenants of their responsibility to carry out minor repairs, such as replacing lightbulbs, or clearing pipes or drains they have blocked. **(L & A)**

Tenants should never be evicted simply for making a reasonable repair or maintenance request. Responses to requests should take a reasonable approach, and be made in a timely manner. **(L & A)**

Landlords and agents should always consult tenants on the details and programme for carrying out repairs or maintenance at the property, unless urgency or the tenancy agreement dictates otherwise. Works must be carried out to a reasonable

standard so that they do not need to be repeated within a short period of time relative to their nature and reasonable expectations. **(L & A)**

The Housing Act 2004 changed the way local authorities assess housing conditions. Officers look at the condition of properties using a risk assessment approach called the Housing Health and Safety Rating System (HHSRS). This HHSRS does not set out minimum standards. It is concerned with avoiding or, at the very least, minimising potential hazards. When local authority officers inspect a dwelling they look for any risk of harm to an actual or potential occupier of a dwelling, which results from any deficiency that can give rise to a hazard. They will judge the severity of the risk by thinking about the likelihood of an occurrence that could cause harm over the next twelve months, and the range of harms that could result. Landlords and their agents should want to be able to identify those factors that may increase the likelihood of an occurrence and affect the spread of harm in their properties. By doing this landlords and their agents should be able to identify those areas where they need to do necessary work before the local authority carries out an inspection and requires remedial works. In order to assist landlords and their agents, the following principles should be adopted. For further information the Government Guidance Document for landlords on the HHSRS should be read:

Properties should be inspected at appropriate intervals to identify whether or not there are any hazards or repairs that require attention. Landlords and agents should maintain a record of the inspections, and any relevant action required and taken. **(L & A)**

Properties should be presented and maintained in line with the principles that they should be:

- *Safe* – People should be able to live and move in and around a property freely, without a fixture, fitting or service creating a significant chance of that person being caused physical harm or having an accident.
- *Secure* – The tenant has suitable and complete control of the property, or their contracted part of the property, and can prevent unwanted or unlawful intrusions.
- *Warm* – The property can be heated and kept warm to a suitable degree of comfort via a system of fixed, controllable space heating without causing unreasonable heating costs.
- *Working* – The fabric and systems of the property function as would be expected by a reasonable person.

(L & A)

Carbon monoxide alarms should be provided in all rooms where a gas, oil or solid fuel appliance is present. If provided, alarms must comply with BS EN 50291, and be installed in accordance with the manufacturer's recommendations. The fitting of a carbon monoxide alarm is mandatory when a new solid fuel burning appliance is installed. **(L & A)**

Landlords and agents should ensure the safety of solid fuel and oil heating installations and carry out appropriate routine maintenance, including the sweeping of chimneys and flues, on an annual basis. **(L & A)**

Maintenance of heating appliances should be carried out by an appropriate registered competent person. Landlords and agents should maintain a record of servicing and work carried out. **(L & A)**

A check on the electrical installation should be carried out at least five yearly intervals by a competent electrician. **(L & A)**

Each kitchen should have reasonably modern and hygienic facilities for the storage, preparation and cooking of food which are suitable for the number of occupants using the kitchen. **(L)**

There should be provided an adequate number of suitably located, reasonably modern and hygienic toilets, baths and/or showers and wash hand basins, which are suitable for the number of occupants. **(L)**

Suitable piped supplies of both hot and cold water should be provided to the kitchen, wash hand basins and bathroom amenities. **(L)**

Structural thermal insulation should be provided to minimise heat loss. There should be a program to improve the energy efficiency of the building where practicable. This should include lagging of hot water pipes, improving loft and wall insulation to current Building Regulation requirements, or as close as is practicable and replacing inefficient boilers. **(L)**

The property should be free from deficiencies which could lead to rising and penetrating damp. **(L)**

- To avoid condensation: Extractor fans should be fitted in kitchens and bathrooms (preferably with an overrun function or with a humidistat) to help remove moisture and provide adequate air changes per hour There should be an adequate heating system supplying all habitable rooms and spaces of the dwelling which has a timer, and is controllable by the tenant.
- Tenants should be provided with a clothesline outside if possible.
- if tumble driers are provided, they should either be condensing, or have a facility to venting any condensation straight outside.
- Further information is in a leaflet available from the licensing authority.

(L & A)

8. Tenancy renewals and changes

Landlords and agents should always ensure that any tenancy renewal is accompanied by a written tenancy agreement. The tenant should be given sufficient time to review and sign this agreement. **(L & A)**

All fees payable and potentially payable on any tenancy renewal or change to a tenancy should be clearly and transparently communicated to the client prior to that client making a transactional decision to enter into a contractual relationship in the first place. **(L & A)**

9. Ending a tenancy

On giving or receiving notice to bring a tenancy to an end, the tenant should be provided with general written guidance about what steps should be taken by the tenant to prepare the property for the final checkout, handover of keys and other matters. Landlords and agents should draw the tenant's attention to any specific clauses or obligations within the tenancy agreement relating in particular to proposed deductions from the tenancy deposit but also, for example, to specified standards of cleaning etc. **(L & A)**

The vacated property should be inspected within 24 hours of vacation, or on the next working day, to establish whether it has been returned in the condition specified to the tenant. **(L & A)**

The tenant should be given a reasonable opportunity to attend the checkout inspection. **(L & A)**

The local authority and utility companies should be notified of the change in, or discontinuance of, occupation. **(L & A)**

In obtaining estimates for restoring the property and contents, all actions should be duly recorded. Landlords and agents should seek guidance from the relevant tenancy deposit scheme. **(L & A)**

Response Form

Name:

Email:

Telephone:

Address:

Postcode:

Organisation
(if applicable)

Returning this form

The closing date for replies is **Friday 22 May 2015**

Please send this completed form to us by email to:
Privatesectorhousingmailbox@wales.gsi.gov.uk

If you are sending your response by email, please mark the subject of your e-mail: **Code of Practice Consultation**

Or by post to:
Private Rented Sector
Housing Policy
Welsh Government
Rhydycar Business Park
Merthyr Tydfil
CF48 1UZ

Publication of responses

Responses to consultations may be made public – on the internet or in a report. Normally the name and address (or part of the address) of its author will be published along with the response, as this helps to show the consultation exercise was carried out properly.

If you would prefer your name and address not to be published, please tick here:		
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Question 1: Do you agree with the content of Section 1 - *Statutory Requirements: Before a tenancy?*

Yes
No

Do you have any other suggestions?

Question 2: Do you agree with the content of Section 2 - *Statutory Requirements: Setting up a tenancy?*

Yes
No

Do you have any other suggestions?

Question 3: Do you agree with the content of Section 3 - *Statutory Requirements: Once a property is let to a tenant?*

Yes
No

Do you have any other suggestions?

Question 4: Do you agree with the content of Section 4 - *Statutory Requirements: Ending a tenancy?*

Yes
No

Do you have any other suggestions?

Question 5: Do you agree with the content of Section 5 – *Best Practice: Before a tenancy?*

Yes
No

Do you have any other suggestions?

Question 6: Do you agree with the content of Section 6 – *Best Practice: Setting up a tenancy?*

Yes
No

Do you have any other suggestions?

Question 7: Do you agree with the content of Section 7 – *Best Practice: Once a property is let to a tenant?*

Yes
No

Do you have any other suggestions?

Question 8: Do you agree with the content of Section 8 – *Best Practice: Tenancy renewals and changes?*

Yes
No

Do you have any other suggestions?

Question 9: Do you agree with the content of Section 9 – *Best Practice: Ending a tenancy?*

Yes
No

Do you have any other suggestions?

Question 10: Do you have any comments on the overall format of the Code of Practice?

Yes
No

Could the layout be improved?

Question 11: We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please let us know here: