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| **Consultation Response Form**  | Your name: Organisation (if applicable):email / telephone number:Your address: |

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1. Are you a:

|  |  |
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| Tenant  |  |
| Landlord |  |
| Letting / Management Agent |  |
| Representative Body |  |
| Local Authority |  |
| Other (please state) |  |

**Default Payments**

1. If you are a **tenant**, which of the following breaches of contract **have you been charged for in the past** or are you aware could **currently** be charged under your tenancy agreement? Please also state how much you were/could be charged.

Please skip if not a tenant or tenant representative

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| **Default reason** | **Have been charged / could be charged** | **Amount £** |
| Lost / replacement keys (including key cards etc.) |  |  |
| Late rent |  |  |
| Emergency / out-of-hours call-out  |  |  |
| Repairs arising from damage by the tenant |  |  |
| Missed appointment |  |  |
| Bounced cheque |  |  |
| Other (please specify)  |  |  |

1. If you are a **landlord or agent** please state which of the following fees you **currently charge, or reserve the right to charge for**, when a tenant breaches under your tenancy agreement. Please also state your charge in each instance.

Please skip this question if not a landlord, agent or representative body.

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| **Default reason** | **Currently charge / reserve right to charge** | **Amount £** |
| Lost / replacement keys (including key cards etc.) |  |  |
| Late rent |  |  |
| Emergency / out-of-hours call-out  |  |  |
| Repairs arising from damage by the tenant |  |  |
| Missed appointment |  |  |
| Bounced cheque |  |  |
| Other (please specify)  |  |  |

1. What additional payments, if any, do you think tenants **should make** if they breach their tenancy agreement in the future? (Choose all that apply)

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| **Default reason** |  |
| Lost / replacement keys (including key cards etc.) |  |
| Late rent |  |
| Emergency / out-of-hours call-out  |  |
| Repairs arising from damage by the tenant |  |
| Missed appointment |  |
| Bounced cheque |  |
| Other (please specify)  |  |
| Comments |  |

1. Where payments are required in the future, on what basis do you think it would be most reasonable to calculate the payments?

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| Actual losses for the landlord / agent  |  |
| If you think actual losses would be reasonable please provide your views on what information should be provided as evidence of the costs incurred.  |  |
| Landlords agents should be able to set the charge  |  |
| Set limits for all payments (please state suggested charges) |  |
| Set limits for certain payments (please list fees and charge) |  |
| Other (please state) |  |
| Comments |  |

**Question 6a:** With regards to late rent specifically, if you are a **tenant**, please tell us how much you can or have been charged when rent is late and how many times you can or have been required to pay for a single instance of late rent in the period the rent was due.

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**Question 6b**: If you are an **agent or landlord**, please tell us how much you charge for late rent, how this is calculated and how many times in a period the rent was due the charge can be made.

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**Question 6c:** What in your opinion would be a fair and reasonable way to calculate and charge for late rent?

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**Information to be provided before taking a holding deposit**

1. What information should a prospective tenant be provided with before a landlord or agent takes a holding deposit?

(Choose all that apply)

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| Basic details of all parties to be included in the agreement, (prospective tenant, landlord and agent) including contact details |  |
| Length and type of tenancy to be entered into, including moving in date. |  |
| Amount of rent  |  |
| Amount of security deposit |  |
| Requirements for a guarantor  |  |
| Details of the circumstances under which the holding deposit is refundable  |  |
| Details of how the holding deposit will be used should the tenancy go ahead, including how it will be protected.  |  |
| Details of what will happen following a deposit being paid, including what checks will be undertaken by the landlord / agent.  |  |
| Other (please state):  |  |

1. How do you think this information should be provided (e.g. hard copy, electronic link, made available to review at agent’s office)?

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**General Questions**

1. We would like to know your views on the effects thateither setting default payments, or the information that must be provided before taking a holding depositwould have on the Welsh language, specifically on opportunities for people to use Welsh and on treating the Welsh language no less favourably than English. What effects do you think there would be?  How positive effects could be increased, or negative effects be mitigated?

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1. Please also explain how you believe the proposed policy in either setting default payments, or the information that must be provided before taking a holding deposit, could be formulated or changed so as to have 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 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.

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1. We have asked a number of specific questions. If you have any related issues which we have not specifically addressed, please use this space to report them:

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| 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: |

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