

Ministry of Housing Communities & Local Government

Overcoming the Barriers to Longer Tenancies in the Private Rented Sector - England

UNISON RESPONSE

AUGUST 2018

Questions

You do not need to answer all the questions provided; please only respond to questions relevant to you.

About You

Q1: Are you responding (please tick one)

- ☐ As a private individual?
☒ On behalf of an organisation? (Please give organisation's name below)

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Q2: If you are an individual, in which capacity are you completing these questions?

(please tick one)

- ☐ A tenant
☐ A landlord
☐ Other (please specify)

N/A

Q3: If you are an organisation, which of the following best describes you?

Please leave blank if you are answering as an individual.

- ☐ Landlord
☐ Property agent
☐ Letting agent
☐ Local Authority
☐ A sector representative body
☐ Charity dealing with housing issues
☒ Other (please specify)

Trade union

Questions for Tenants: N/A

Q4 Did you know that you could have a tenancy of greater than 6 or 12 months?

- ☐ Yes
- ☐ No

Q5 Have you been offered a tenancy of longer than 12 months?

- ☐ Yes
- ☐ No

Q6 If your landlord or agent offered you a tenancy of longer than 12 months would you accept it? Please explain

- ☐ Yes
- ☐ No

Questions for Landlords:

Q7 Have you ever offered a tenancy of longer than 12 months? Explain reasons

- ☐ Yes
- ☐ No

Q8 What would most encourage you to offer a longer tenancy? (Pick one)

- ☐ I do not want to offer longer tenancies
- ☐ Happy to offer them if a tenant wants one
- ☐ My mortgage provider conditions allowing it
- ☐ More efficient processes to remove a bad tenant or recover my property if needed
- ☐ Longer notice periods
- ☐ No restrictions around rent
- ☐ Financial incentive
- ☐ Other [Please explain]

Q9 Have you ever experienced difficulties repossessing a property? If yes, please include details of your experience including reference to time taken and cost.

- ☐ Yes
- ☐ No

Questions for all

Q10: Do you think that the protection for tenants from retaliatory eviction introduced in the Deregulation Act 2015 has been successful? Please explain

☐ Yes

☒ No

☐ Not aware of these protections

UNISON believes that the Deregulation Act 2015 has been unsuccessful, given that it only provides protection from retaliatory eviction for only 17% of tenants who live in unsafe housing, according to the [English Housing Survey](#). A recent [report](#) by the Housing, Communities and Local Government Select Committee (HCLG) finds that many renters still do not report problems to their landlords because they fear retaliatory eviction, rent increases or intimidation from landlords. This is echoed in a report by the [Citizens Advice Bureau](#), which found that the redress process in getting repairs done was flawed. It warns that tenants find it difficult to: ask for repairs to be carried out; or ask for refunds; or leave a fixed term tenancy, even when the landlord is acting unlawfully, as they fear retaliatory evictions. The report states that: “As a consequence, some tenants are left living with disrepair, paying for repairs that are the landlord’s responsibility or risking eviction.”

UNISON is concerned that the Deregulation Act 2015 only provides limited protection to tenants who have complained about poor housing conditions to their local council (and not directly to their landlord). Even then, tenants are only protected from being served with a Section 21 (no fault) eviction within six months of an improvement action notice being issued by the council to the landlord. This only happens if the council finds serious disrepair in the property. With councils’ budgets overstretched, many authorities lack the capacity and resources to prioritise and take action against the landlord. As a consequence, many vulnerable tenants are left without protection and are at risk of retaliatory eviction and homelessness when they complain.

UNISON is also concerned that the Act offers no protection against landlords increasing the rent as a “back door” to evicting renters. It does not prevent rogue landlords from evicting tenants, without any reason when they have reached the end of their fixed term contract.

About 20% of England’s population lives in the Private Rented Sector (PRS). This indicates that one in five households do not have a safety net or means of enforcing their rights without real fear of repercussions and homelessness. This is particularly acute for the sector’s one million households, including a growing number of families with children, in receipt of housing benefit, for whom the possibility of finding alternative suitable accommodation to rent privately is restricted due to DWP-imposed restrictions.

Without an effective redress system to help tenants get repairs done or an established mandatory Alternative Dispute Resolution scheme for resolving disrepair disputes between landlords and tenants in the PRS, most tenants are largely reliant on the court system, but the current system is also failing them, as those who choose to go through formal routes of redress have to contend with the cost, time and stress involved in such processes. According to a survey by the [Citizens Advice Bureau](#), “the time involved in taking a disrepair claim to court puts off just under half (45%) of tenants whose landlord took longer to complete repairs than is normally reasonable. More than 54% said the complexity of the process stops them.

With tenants feeling powerless and fearful to enforce their limited rights, and with some landlords shirking their responsibility to carry out repairs and having the power to evict tenants at short notice without reason, it is important that the Government takes urgent action to address the power imbalance between landlords and tenants.

UNISON recommends that the Government takes action to:

- **Abolish Section 21 (no fault evictions) to stop tenants from being evicted at short notice without reason, which would end retaliatory evictions at any time**
- **Introduce a system of rent caps to limit rent increases to stop landlords from making unreasonable increases to rent**
- **Improve the redress provision for private tenants to help them get repairs and to resolve issues when things go wrong. This should include reforms to improve the court process as well as plans to establish a mandatory Alternative Dispute Resolution scheme for private landlords. (See also Q13 & Q29 below.)**

Q11a: What do you consider to be the main benefits of a longer tenancy for landlords? (Assign a score out of 10 for the importance of that factor with 10 being the most important)

- ☒ Less risk of void periods for landlords – 8/10
- ☒ Tenants more likely to take care of property – 8/10
- ☒ Landlords save on costs of finding new tenants – 8/10
- ☒ Other (please explain)

There are many other benefits which include:

- Landlords generate a steady, predictable rental income
- Landlords can build relationships with tenants based on mutual trust and respect
- Landlords have the confidence that tenants will have a vested interest in the property and will look after the structure of the property to minimise 'wear and tear'
- Landlords have the confidence that tenants are less likely to start looking for alternative accommodation, if they can stay for the long term
- Landlords have greater financial security by avoiding costly empty properties
- With a more direct relationship, scope for third party (agency) fees is reduced. On average, letting agents' management fees are 8-17% of a gross rent. Over the lifetime of the tenancy, the landlord incurs lower running costs, making their business more efficient.
-

Q11b: What do you consider to be the main benefits of a longer tenancy for tenants? (Assign a score out of 10 for the importance of that factor with 10 being the most important)

- ☒ Greater security for tenants – 8/10
- ☒ Tenants saving money as they do not have to sign new tenancies or renew so frequently – 8/10
- ☒ Tenants have greater assurance they can afford any rent increase – 6/10
- ☒ Tenants more empowered to challenge poor practice – 8/10
- ☒ Other (please explain)

There are many other benefits which include:

- Tenants have the confidence that they can stay in their home for the long term (free from uncertainty, stress or worry that they can be evicted with no reason at any time by their landlord)
- Tenants have the confidence to invest in their home (for example, by carrying out works including painting to improve the quality of the home. This is also of benefit to the landlord)
- Tenants have a mutual interest in the upkeep of the property
- Tenants have the confidence to report repair problems and issues to the landlord and demand appropriate action
- Tenants can build relationships with landlords based on trust and respect, rather than one based on fear and mistrust because they feel disempowered to express their housing needs/issues

Q12: Do you consider that there are any further benefits of longer tenancies that are not covered in Question 11? Please explain.

- Tenants have a sense of control over their lives knowing that they can set up roots, plan for their future, bring up their families, build a supportive network system, study or find employment
- Tenants are able to remain in their home for the long term, participate and invest in their local communities – for example by volunteering for local charities for the benefit of local communities
- Tenants avoid the stress of costly frequent moves that has implications on their finances (for example cleaning and removal costs, and deposits which can leave tenants in debt)
- Tenants avoid the disruption to their families of frequently having to move – for example changing schools and jobs which unsettles young children
- Tenants and their families avoid the anxiety, stress, worry and uncertainty about losing their home or having to leave their home before they wanted to
- Households will be better placed to work towards home-ownership if they are clear about length of tenancy and rent increases

Q13: What do you consider to be the main barriers to landlords offering longer term tenancies?

- ☐ Tenants do not want them
- ☐ Landlords do not want to offer them
- ☐ Landlords concerned about void periods
- ☒ Time taken to gain possession of property
- ☒ Agents' advice
- ☒ Landlords want to retain ability to increase rent
- ☒ Mortgage conditions
- ☐ Other [please list]

Studies show that one of the main barriers to landlords being reluctant to offer longer term tenancies is the length of time taken to regain possession of their property when the tenant has breached their tenancy terms or is at fault.

Letting Agents also have a financial incentive to advise landlords and tenants to agree to short term tenancies as they charge a fee for tenancy renewals. The most common of these is annual re-signing/renewal fees for tenants by agents. UNISON welcomes the eventual introduction of the ban on letting agents' fees as a disincentive for agents advising against longer tenancies.

Another concern landlords have about offering longer tenancies is the requirement by mortgage lenders to have in place an AST (assured shorthold tenancy), primarily to protect against the landlord not paying their mortgage, even if the tenant has and continues to pay their rent. As part of the wider policy review following this consultation, UNISON strongly recommends engagement with mortgage providers to resolve this issue and to provide reassurance to landlords and tenants alike.

The Government's Social Housing Green Paper discusses improved redress for social tenants and a greater role for the Housing Ombudsman, which mediates on all social landlords' disrepair disputes. A similar situation would be welcome, with a key role for resolution between landlords and private tenants that does not include eviction as a backstop position. Currently, there is no mandatory requirement for private landlords to join an Alternative Dispute Resolution (ADR) scheme. While private landlords can join the Housing Ombudsman voluntarily, only a few do and so this should be made mandatory.

Q14: Do you think that a three year tenancy with a six month break clause as described above is workable? Please explain.

UNISON welcomes the Government's plans to introduce a new tenancy regime of a minimum of three years, which offers more security, stability and flexibility to tenants, as well as benefits and safeguards to landlords. However, we believe that the inclusion of the break clause (or probation period of six months) will negate the Government's overall objective of providing tenants with greater security and stability. This is because the break clause will likely lead to very short term tenancies rather than the longer, more secure tenancies proposed. This means that tenants will have no guarantee that they will be able to remain in their home beyond the initial six months, as landlords will still be able to retain the option of a six months tenancy. Further, the proposals also retain Section 21, no fault evictions, which means that landlords will still be able to evict or remove tenants after the six months probation period or remove tenants after their fix term of three years has ended without giving any reason.

UNISON is concerned that tenants who report disrepair problems within the first six months could face retaliatory eviction when the six months probation ends. The proposals could attract amateurs who are more interested in cashing in on their investment when house prices rise rather than providing stable homes to renters. It could also be exploited by some landlords who view short term tenancies as an easier way to remove tenants without giving any reason after the initial six months.

The proposal compares less favourably to the protections offered by current fixed term contracts of 12 months or longer, which allow the tenant to stay in their home for the duration of the contract without fear of being evicted or removed unless they are at fault or have breached the terms of their tenancy. Given the fact that the ending of an assured shorthold tenancy is the main cause of homelessness – accounting for 80% of evictions – the inclusion of the break clause will do nothing to increase the protections needed to stop tenants from being evicted at short notice.

UNISON believes that there should be no break clause or limits imposed on tenancies to stop landlords evicting blameless tenants at short notice without giving them a reason. In addition, UNISON believes that rent increases for the full length of the tenancy should be determined at its start. This will remove the possibility that landlords use the annual increase to force tenants to

“choose” to give notice and it will ensure that all parties are aware of their rights and obligations.

UNISON recommends that the Government introduces a tenancy regime that is based on the [Scottish Private Residential Tenancy](#), introduced by the Private Housing (Tenancies) Scotland Act, which came into force last year. This is open ended and offers greater tenure security to those who need them. Such a system will ensure that tenants can remain in their home for as long as they want to, and can only be removed if they are at fault (in accordance with existing grounds set out in the Housing Act 1988).

Q15: If you are a landlord would you be willing to offer the model of longer tenancy described above? If you are a tenant would the model of longer tenancy described above be attractive to you?

- ☐ Yes (landlord responding)
- ☐ No (landlord responding)
- ☐ Yes (tenant responding)
- ☐ No (tenant responding)

N/A

Q16: How long do you think an initial fixed term tenancy agreement should last (not considering any break clauses or notice periods)? Please explain.

- ☐ 6 months
- ☐ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years
- ☒ No limit set
- ☐ Other

Tenancies of 3 or 5 years are not sufficient. As explained in Q14 above, UNISON recommends that the Government introduces an open ended tenancy, based on the [Private Residential Tenancy in Scotland](#). This provides tenants with indefinite security of tenure, subject to prescribed grounds for eviction. The Scottish model has abolished fixed terms and ended no fault evictions, which means that tenants can only be removed if they are at fault or have breached the terms of their tenancy.

Q17: What do you think is an appropriate length of time for a break clause?

- ☐ Less than 3 months
- ☐ 3 months
- ☐ 6 months
- ☐ 12 months
- ☒ Other

As explained in Q14 above there should be no break clause as this could lead to more insecure tenancies.

Q18: How much notice should landlords be required to give to tenants when they want to recover their property to sell or move into?

- ☐ Less than 1 month
- ☐ 1 month or 4 weeks
- ☐ 6 weeks
- ☐ 2 months or 8 weeks
- ☒ 3 months or 12 weeks
- ☐ 6 months
- ☐ Longer than 6 months

Q19: How much notice should tenants be required to give to landlords when they want to leave their tenancy?

- ☐ Less than 1 month
- ☐ 1 month or 4 weeks
- ☐ 6 weeks
- ☒ 2 months or 8 weeks
- ☐ 3 months or 12 weeks
- ☐ 6 months
- ☐ Longer than 6 months

Q20: Do you think that the grounds for a landlord recovering their property during the fixed term under any longer term tenancy agreement should mirror those in Schedule 2 of the Housing Act 1988, with the addition of the right for the landlord to recover their property when they wish to move in or sell it?

- ☐ Yes
- ☒ No

The Housing Act 1988 already provides the legal framework for landlords wishing to recover their property and this should be retained in any new tenancy regime. UNISON is concerned that the proposals to allow landlords to recover their property “to move in or sell it” as additional grounds for repossession during the fixed term period will likely increase uncertainty for tenants as many could find themselves being evicted – and their lives disrupted – simply because the landlord wants to sell the property. Currently, 63% of evictions arise from the landlord selling or moving back in. As a consequence, the plans will normalise this practice and leave private renters with no protection from eviction at short notice.

UNISON would therefore welcome reforms which would help to minimise the upheaval of a move on tenants’ lives. For example, landlords could be required to comply with conditions if they wish to sell or move back in. This could include providing evidence of plans to sell the property as well as evidence, including an affidavit, to state that they intend to move in. Landlords could also be required to financially compensate tenants who are forced to move through no fault of their own. This will help tenants to meet the costs of moving without getting into debt.

UNISON would also welcome reforms which would encourage landlords to sell tenanted properties - as suggested in the consultation – to minimise the disruption to tenants. Landlords should also be required to give at least 3 months notice to tenants. This will help tenants review their housing options and give them ample time to look for alternative accommodation that meets their needs.

Q21: Do you think that there should be any restrictions on how often and by what level the rent should be increased in a longer tenancy agreement? And if so what is the maximum that these restrictions should be? (Tick up to two)

- ☒ Yes – rent increases should be limited to once a year
- ☐ Yes – rent increases should be limited to once every 18 months
- ☐ Yes – rent increases should be limited to once every two years
- ☐ Yes – rent increases should be limited in frequency but not in the amount that can be charged
- ☐ Yes – any rent increases should be linked with inflation measures (e.g. Consumer Price Index CPI)
- ☐ Yes – rent increases should be linked to local market averages
- ☐ No – rent increases should not be limited
- ☒ Other – please explain

UNISON believes that the only way to give tenants greater tenure security and certainty over rents is to introduce a system of rent caps to limit increases, which embed security and affordability of long term tenancies. Such a system has been introduced in many countries in Europe, including in Germany, France and Scotland where tenants have better protections against eviction and rent increases.

The [Scottish Private Residential Tenancy](#), for example, provides more predictable rents and protection for tenants against excessive rent increases. It empowers local councils to introduce local rent caps for rent pressure areas/zones to cap the levels of rent increases in areas where rents are rising too much.

Q22: What do you think is the best way to ensure that landlords offer longer term tenancies to those that want them or need them? Please explain.

- ☒ Change the law to require all landlords to offer longer tenancies
- ☐ Change the law to require all landlords to offer longer tenancies as a default with an option to choose a shorter term
- ☐ Financial incentives
- ☐ Voluntary measures such as a kitemark on longer term properties or an updated version of the existing model tenancy agreement
- ☐ Other (please explain)

While the current tenancy regime does not prevent longer tenancies, landlords are only obligated by law to provide a minimum of 6 months tenancies. This has given rise to the issuing of shorter term tenancies of 12 months or less. The current longer 2 year model tenancy agreement ([introduced by the Coalition Government in 2013](#)) is voluntary and has comprehensively failed to encourage landlords to offer longer term tenancies, with 81% of initial tenancies being 6-12 months, and only 4% accounting for tenancies of 18 months or longer, as reported in DCLG PRS English Housing Survey. This is in spite of the fact that a majority of [tenants want longer tenancies](#), but because tenancies are typically for 6 or 12 months, many are unaware that they can have a longer tenancy or they feel disempowered to negotiate a longer term contract.

UNISON believes that for these reasons and others, including letting agency practices which have influenced the issuing of short term contracts, there is an

urgent need to abolish fixed tenancy terms and Section 21, no fault evictions, by making open ended tenancies the **legal default**. This will mean that landlords will no longer be able to evict tenants without given them a valid reason. It would also stop retaliatory evictions. These reforms will ensure that private tenants, particularly the elderly and young people - who are over-represented in the Private Rented Sector - and those on low income are provided with greater security of tenure, subject to prescribed grounds for eviction, so that landlords will no longer be able to ask a tenant to leave just because the fixed term has ended.

Q23: Which types of tenancy should be exempted from the proposed system?

- ☐ Purpose Built Student Accommodation
- ☐ All Student Accommodation
- ☐ Holiday Lets
- ☐ Tenancies for those with visas ending in the next 3 years
- ☐ Tenancies for those with short term work contracts
- ☒ Other (Please explain)

The proposed regime allows flexibility for tenants to leave at any time after the initial six months, provided that they give at least 2 months notice in writing to their landlord, therefore there is no need for exemptions.

Q24: What do you think would be the benefits and disadvantages of changing the law to require all landlords to offer the longer term tenancy model?

UNISON believes that the only way for the Government to achieve its policy objective of 'bringing in longer tenancies and improving security for tenants and landlords alike' is to introduce this by legislation. Research by Shelter shows that most landlords and tenants want longer tenants. Making this the legal default will help to promote better relationships between landlords and tenants, which will in turn yield many more financial and social benefits for landlords and tenants alike. If tenants have the assurance that they are able to remain in their home for as long as they need to, they will be more likely to invest in their home, for example by carrying out DIY works such as painting, and be less likely to start looking for alternative accommodation as is often the case when tenants are on short fixed term contracts. Keeping tenants for the long term will also ensure that landlords have a steady flow of rental income. Tenants are more likely to have the confidence to report disrepair problems when they happen before they become more expensive to repair. As highlighted in Q11a above, there is also an economic case for making tenancies longer, as over the lifetime of the tenancy, the landlord incurs lower running costs, making their business more efficient.

Making longer tenancies the legal default will also ensure that the rights and responsibilities of tenants and landlords are enshrined in law. It will encourage housing agencies and councils to set up local and national campaigns to raise awareness of the changes. It will also likely promote the creation of council-run letting agencies to provide a tenancy relations service to provide advice and promote best practice. Bringing in longer tenancies will also help to raise housing standards by driving out the worst landlords and by empowering tenants to seek solutions to problems they experience, including asking for repairs to be carried out. Furthermore, it will help to improve the quality of homes and protect the health and safety of tenants.

Q25: What, if any, financial incentive could encourage tenancies? Please explain.

UNISON believes that the use of financial incentives to encourage landlords to offer longer tenancies is a poor use of public money that could be better spent on building much needed genuinely affordable and social rented homes. Landlords' financial reward should be based on their business activity and not be underwritten by tax payer subsidy. Further, there is no guarantee that financial incentives will compel landlords to offer longer tenancies to people who need them most, including the low paid and those in receipt of housing benefit at the lower end of the market. Given that some [private landlords are reluctant](#) to rent their homes to benefit claimants, either because of a perception in increased management issues or as reported by the Residential Landlord Association, that 1 in 2 landlords have restrictions imposed by the mortgage lender to that effect, it is important that any changes to the tenancy regime are introduced by law, as Scotland has done, and are watertight and enforced to ensure that those who need longer tenancies are not discriminated against.

Q26: If there were a financial incentive to offering longer tenancies, what conditions should a landlord have to comply with to be eligible? (Tick all that apply)

- ☐ Meet all legal requirements
- ☐ Agree to certain restrictions about frequency and level of any rent increases
- ☐ Comply with a minimum property standards, including gas safety checks and tenancy deposit protection
- ☒ Other (please explain)

As explained above there should be no financial incentives. (See Q25)

Q27: What other options to promote longer tenancies should be considered?

As UNISON has argued (see Q24 above), changes to the tenancy regime should be implemented by law.

We note that the legal process for regaining possession of property (section 8 process) is often protracted and costly. UNISON recommends that the process is improved to make it swifter, efficient, less costly and effective. This will help address the legitimate concerns of landlords over the cost and length of time taken to gain possession of their home through the courts when the tenant has breached their tenancy agreement or is at fault.

UNISON notes that the Government is working closely with the judiciary to see how the court and tribunal processes can be improved, and this is welcomed. We would recommend that the Government considers establishing a specialist housing tribunal or court to handle landlord and tenant disputes as the Scottish Government has done.

Further, as mentioned in Q13 above, UNISON recommends that the Government engages with mortgage providers/lenders to resolve issues around mortgage conditions which make it harder for some landlords to offer longer tenancies.

Q28: Do you consider that any of the above would impact on people who share a protected characteristic, as defined under the Equalities Act 2010, differently from people who do not share it? Please provide details.

☐ Yes

☐ No

Q29: Do you have any other comments that have not been captured elsewhere in this consultation?

IMPROVING REGULATION IN THE PRIVATE RENTED SECTOR – TENURE REFORM

UNISON represents 1.25 million members who work in public services and for private and voluntary contractors providing public services. At our National Delegate Conference held in June 2018, our members told us that housing costs, tenure insecurity and housing un-affordability are among the biggest issues they face, with high housing costs restricting access to suitable, decent, secure and affordable homes.

A majority of our members are forced to live in the Private Rented Sector (PRS) due to the shortage of social housing and the un-affordability of homeownership. As with other PRS tenants, many are trapped in a cycle of insecure, expensive, short-term lets in substandard non-decent housing, and have limited protections and less power to enforce their rights. With no extended security of tenure and no controls over rent price increases in the PRS, ordinary hard working citizens increasingly struggle to afford high rents, forcing many to live further away from their jobs as well as spend a lot of time and money commuting.

[UNISON's London housing survey](#) showed that 82% of our members who live in the PRS spend more than 30% of their income on housing. As public sector workers who have endured a pay freeze for a number of years, this rises to over 50% of income spent on rent alone, before other housing costs are factored in, a fact borne out by research from the Institute of Fiscal Studies (IFS).

Recent [UNISON analysis](#) also shows that high rental costs mean many [public service workers](#) in England are spending more than a third of their wages on rent, this rises to over 50% for some occupations in some parts of the country. For example, the most expensive areas for hospital porters are London, the South East and the East of England where housing costs swallow over half of their take home pay. In London, a teaching assistant would have to spend 78% of their monthly take home salary on a one bedroom property, a refuse driver 74%, a nurse 71% and a PCSO 70%.

Given that the demand for rental homes is likely to reach six million by 2025, it is important that the Government takes action to provide private renters with greater tenure security, rights, rent certainty and real protection from being evicted at short notice – as well as improve standards and enforcement in private renting.

Action needed – Improving security and stability

As UNISON has argued for in our response, we are calling on the Government to introduce a new tenancy model based on the [Scottish Private Residential Tenancy Agreement](#), which is open ended. This agreement has no break clause, probation,

fixed term or time limits, and offers greater security to tenants and safeguards to landlords.

We believe that a new tenancy regime should have the following main components:

- Provide tenants with indefinite security, subject to the grounds for eviction (in accordance with the Housing Act 1988)
- Provide tenants with flexibility to leave the tenancy should their circumstances change by giving their landlord at least two months notice
- Provide tenants with longer notice period of at least 3 months' to give them enough time to find suitable and alternative accommodation
- Abolish no fault evictions (Section 21), to ensure that landlords are no longer able to ask a tenant to leave without giving any reason simply because their fixed term has ended
- Provide more predictable rents and protection for tenants against excessive rent increases through the introduction of a system of rent caps to limit rent increases
- Allow local councils to introduce local rent caps for rent pressure areas
- End retaliatory evictions by making any eviction invalid where the tenant has complained about the poor condition of their home
- Provide landlords with rent certainty and less risk of void periods
- Provide safeguards to landlords with regard to regaining possession of their property – for example, if a tenant has breached the terms of their agreement or when there is a change in the landlord's circumstances

More action needed

The Government's own data indicates that 20% of households in England rent privately; this includes a growing number of families with young children. Yet, the sector, which has overtaken the social housing as the second main housing tenure after owner occupiers (63%) has the least regulation, the highest number of homes that do not meet the decent homes standards, where tenants face high rents, unpredictable rent rises, the most insecure tenancies, instability, extortionate letting agency fees and rogue landlords.

Clearly, more action is needed to help thousands of people who find it difficult to ask for repairs or seek solutions to problems because they fear retaliatory eviction; are struggling with their housing costs; and are forced to live in non-decent housing.

UNISON would like to see bolder reforms to improve regulation in the Private Rented Sector to drive up standards and increase rights and protections for tenants. We are calling on the Government to:

- Establish a more robust redress / court system for settling disputes, including disrepair disputes, between landlords and tenants in the PRS. This should include plans to make it mandatory for private landlords to join an Alternative Dispute Redress System
- Establish a specialist housing court to deal with housing matters in the PRS (as Scotland has done)
- Amend the Landlord and Tenant Act (1985) to ensure that homes (in both the social and private rented sector) are fit for human habitation, and tenants have the right to take legal action against their landlord if their home is unsafe
- Provide local councils with funding and resources to empower them to use their enforcement powers (under various pieces of legislation) to hold bad landlords

and letting agents to account

- Allow all councils to introduce borough wide licensing schemes (as has been done in the London Borough of Newham) to make renters and landlords aware of their rights and obligations; to deter rogue landlords; and to drive up standards in private renting
- Support the creation of council-run letting agencies to provide a tenancy relations service and promote best practice
- Legislate to introduce a fair system of rent caps to limit rent increases and improve affordability in the PRS

In addition to reforms to improve regulation in the PRS, UNISON believes that the Government should prioritise funding to significantly boost the supply of social rented homes to meet housing need. In 2016/17, just 1,102 new homes were built for social rent with government funding - the lowest number of new social rented homes since records began. UNISON is concerned that the Government's current plans will fail to ensure that housing need is addressed. The priority must be the expansion of the Social Housing Sector and UNISON argues that 100,000 social rented homes per year are needed to meet housing need. This is important, given that high rental costs, housing instability and insecurity in the PRS are a significant issue for vulnerable groups - including the young, the homeless, those at risk of homelessness, the elderly and the low paid.

For more information: Contact:

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