

Private Landlords Newsletter

WELCOME to the eight edition of the Private Landlords Newsletter

Renters Rights Bill

The Renters' Rights Bill, introduced to Parliament, will ban Section 21 'no-fault' evictions for new and existing tenancies, extend Awaab's Law into the private rented sector and end blanket bans for those on benefits or with children. We have a full breakdown of what this means for your tenants and you as landlords.

No-fault evictions banned

The Bill will abolish Section 21 evictions for both new and existing tenancies at the same time, meaning landlords will need to provide a valid cause to end a tenancy early. Landlords will still be able to evict tenants if they have a legal reason, such as if the tenant is in several months' rent arrears or commits anti-social behaviour.

Ban on mid-tenancy rent increases

The bill will also ban rent increases being written into contracts to prevent mid-tenancy hikes, leaving landlords only able to raise rent once a year at the market rate.

Tenancy reform

The bill will remove fixed-term assured tenancies which will prevent them from easily moving out in response to changing circumstances, such as a relationship breakdown or new job. Instead, all tenancies will be periodic, with tenants able to stay in their home until they decide to end the tenancy by giving 2 months' notice.

When a landlord's circumstance changes, such as their need to sell up or move into the property, they will have to give four months' notice instead of two.

All renters will get a 12-month protected period at the beginning of a tenancy, during which landlords cannot evict them on these grounds.

Decent Homes standard Standards will also be driven up, as the Decent Homes Standard will be applied to the private rented sector for the first time.

Landlords who fail to address serious hazards will be fined up to £7,000 by local councils and may face prosecution for non-compliance. Currently 21% of privately rented homes are considered non-decent and more than 500,000 contain the most serious of hazards.

Ombudsman

A new Private Rented Sector Landlord Ombudsman will also be introduced to "provide quick and binding resolutions" about complaints, alongside a database to help landlords understand their legal obligations and demonstrate compliance.

Social home health rules to tighten

Landlords who fail to address serious hazards will be fined up to £7,000 by local councils and may face prosecution for non-compliance.

Bidding wars crackdown

The reforms also crack down on bidding wars between potential tenants. Bidding wars for rental properties have become increasingly common. The Bill will include a legal requirement for landlords and letting agents to publish the required rent for a property. Landlords and agents will be banned from "asking for, encouraging, or accepting any bids" above the publicly stated price.

Awaab's law extended

Awaab's Law was named after the toddler who died [after exposure to mould](#) in his family's social rented home in Greater Manchester. This will be extended to the private sector to ensure all landlords speedily address hazards and make homes safe.

Ban on benefit discrimination

The bill will also outlaw landlords imposing a blanket ban on tenants receiving benefits or with children.

Allowing pets

The reforms will also give tenants the strengthened right to request a pet, which landlords must consider and cannot unreasonably refuse.

To support landlords, the Renters' Rights Bill will give them the right to request insurance to cover potential damage from pets if needed.



Powers of Entry and the 24 hours of Notice

The Housing Standards team have recently come across a few instances of a misunderstanding from both landlords and tenants of the law surrounding the requirement to give 24 hours' notice, and what that means for gaining entry into a property. We thought this would be a good topic for a short article in the newsletter to clarify any misunderstanding.

Legally, a landlord **can** gain entry into a shared house, but only into the common areas, without notice (although this would be discouraged). Entry into bedrooms without notice is not permitted. A landlord **can** gain entry to single occupancy dwellings, without notice, in an emergency. Some examples include;

1. **Fire:** If immediate entry is necessary to address the danger.
2. **Gas Leak:** A strong smell of gas which would require urgent attention to prevent poisoning or explosions.
3. **Water Leak:** Such as a burst pipe, would need immediate action to prevent flooding and water damage.
4. **Structural Damage:** Any structural damage that poses an immediate risk to the safety of the occupants, the property or the public.
5. **Suspicion of Criminal Activity:** If there is a suspicion of violent or criminal activity occurring within the property.

In the UK, the law regarding a landlord's right to enter a rental property and the tenant's right to refuse entry is primarily governed by the Housing Act 1988 and the terms of the tenancy agreement. Here are the key points:

1. **Notice Requirement:** Landlords must provide at least 24 hours' written notice before entering the property, and the visit should be at a reasonable time of day. Written notice can be via email, text message or letter.
2. **Valid Reasons for Entry:** Landlords can enter the property for specific reasons, such as:
 - Carrying out repairs or maintenance
 - Conducting inspections
 - Showing the property to prospective tenants or buyers
3. **Tenant's Right to Refuse:** Tenants have the right to "quiet enjoyment" of their home, which means they can refuse entry if the timing is inconvenient or if they feel the visit is unnecessary. However, refusal should be reasonable and communicated clearly to the landlord, and we would expect a counter-offer in this situation.
4. **Resolving Disputes:** If a tenant persistently refuses entry without a valid reason, it could be considered a breach of the tenancy agreement. In such cases, landlords should seek legal advice or take action such as seeking a court order for access.
5. **Communication:** It's crucial for both landlords and tenants to maintain open communication and try to agree on a suitable time for entry. This helps avoid conflicts and ensures that necessary inspections or repairs can be carried out.

In the UK, the requirement for landlords to provide at least 24 hours' notice before entering a rental property is a legal right that cannot be signed away in a tenancy agreement and any clause would be considered unenforceable as it contradicts statutory protections.

Realistically, if you have a very good relationship with your tenant, and they are comfortable in waiving the 24 hours' notice as it works for both of you, then that is fine. However, if a tenant then refuses to allow access after short notice, this should not, and cannot, be held against them. Neither can it be used as an excuse to prevent you fulfilling your statutory obligations.

If a tenant refuses to let you or an agent in, or what we have seen more of recently, **not receiving confirmation from a tenant after giving notice to enter**, under no circumstances nobody should a Landlord or anyone else let themselves in or break into the property. This would be considered as trespass or harassment, and would be investigated as such.

Remember....

It is about cooperation and working with the tenant. If the tenant wants you to enter when it does not suit you, you can ask for another time too. A 'reasonable time of the day' means a time that suits you both. It should not be too early or too late, or when most people would be busy.

Respecting each other is a good way of maintaining a good relationship with each other.