



# Supporting the Needs of Older Private Tenants in London

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# Introduction

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This resource is intended to help local organisations who may be experiencing an increase in requests for support from older people who are private sector tenants, and do not have established expertise in this area. It gives some relevant basic information and points to sources of more in-depth expertise.

Over the last few decades, the housing market has experienced a dramatic shift. With too few new homes being built and property values escalating, the private-rented sector (PRS) has seen a significant expansion to the extent that it now accounts for around a fifth of all occupancies in England.

In London specifically, the number of households containing older people (aged 65+) who rent in the private sector is projected to double by the end of the 2030s. Indeed, house prices increase at a higher rate in and around the capital than anywhere else (ONS 2016a, ONS, 2016b) and, with estimates that 39% of private-renting Londoners are living below the poverty line, there are very specific challenges being faced by older private-renting Londoners in terms of how they are able to live well in the present whilst being able plan for the future. These challenges will have increasing implications for voluntary and statutory sector organisations providing support to older people in London.

There are reports of an escalation in information and advice enquiries from older private-renters in relation to their housing and a pool of research indicating that, for many older people, the private-rental sector simply isn't 'working' for them for reasons related to, for example, fear of eviction, affordability, repairs, adaptations and moving home.

Consequently, we sought to speak to older private-renters themselves as well as professionals working with and for older private-renters in order to investigate the key issues for older private-renters.

We have highlighted these key issues in this paper in order to raise awareness of the common difficulties faced by older people in private-rented accommodation and links to relevant resources have been provided under each section.

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# Our Approach

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Underpinned by an extensive background review of the literature, our research has been informed by a combination of interviews and focus groups both with older private-tenants in London as well as with landlords and professionals working with and for older private-renters.

Participation has been sought from across the whole of Greater London and the various locations of focus groups have been organised to reflect this. A steering group of representatives from Age UK London, London Councils, GLA, Renters Rights London and the Greater London Forum for older people has convened at regular intervals to discuss emerging findings and implications. We are grateful to everyone who has contributed to our research and the subsequent production of this paper.

# Key Issues

Just as tenants, landlords and properties are all very individual, experiences of older private-renters are inevitably going to vary greatly. It is important to point out that there is evidence to suggest that private renters report a higher level of satisfaction now than they have in previous years. Yet it is equally clear that there are very real and consistently reported issues experienced by older private-renters that point to a failing in the private-rental sector to meet their needs. Throughout the focus groups and interviews conducted, it was the same themes that cropped up time and time again that are addressed in turn in the following chapter. Broadly speaking, these issues can be subdivided under each of the following headings; 'Responsibilities', 'Security of Tenure', 'Finances and Rent', 'Repairs, Maintenance and Landlord Relationships' and 'Health and Moving Home', though it should, of course, be noted that individuals can be affected by any number of these issues and, in many cases, there is an interaction between them.

## Landlord and Tenant Responsibilities

### Landlord Responsibilities

#### Safety:

Landlords must ensure that they have adhered with their legal obligations towards providing a safe home for private-renters. This means that they must:

1. Ensure gas equipment is safely installed and maintained by a 'Gas Safe' registered engineer.
2. Have a registered engineer perform an annual gas safety check.
3. Provide the tenant with a copy of the gas safety check record.
4. Ensure that the electrics of the property, including any appliances that they provide, are safe.
5. Have at least one smoke alarm installed on every storey of their properties and a carbon monoxide alarm in any room containing a solid fuel burning appliance.
6. Make sure alarms are in working order at the start of each new tenancy.
7. Ensure that any furniture or fittings they provide are fire-safe.
8. Ensure the tenant has access to a fire escape route at all times.
9. Follow any additional safety regulations that may specifically apply to the property.

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### Exterior:

Landlords are responsible for the exterior of the property including ensuring any repairs and maintenance work required. This means they have responsibility for the roof, guttering (including drains and pipes), external walls, windows and doors, provided that any damage has not been incurred as a result of tenant negligence. See 'Repairs and Maintenance' for more information.

### Interior:

Landlords are responsible for some interior aspects of the property as well. The landlord has responsibility for repair and maintenance of installations maintaining supply of utilities including, for example, boilers, water-pipes, electrical sockets and related wiring, provided that any damage has not been incurred as a result of tenant negligence. See 'Repairs and Maintenance' for more information.

### Management:

Landlords have a number of responsibilities related to management of the property. As follows, landlords are required to:

1. Provide tenants with their name and address for correspondence-purposes.
2. Provide tenants with a tenancy agreement.
3. Provide tenants with a copy of the property's Energy Performance Certificate (EPC).
4. Provide tenants with a copy of the government guide 'How to Rent' if you have an assured shorthold tenancy that started or was renewed on or after 1 October 2015.
5. Give at least 24 hours notice if they plan to visit a property (unless there is an emergency scenario) and only enter with a valid reason for doing so.
6. Put deposits in a government-backed tenancy deposit scheme if an assured shorthold tenancy that started after 6 April 2007.
7. Within reason, allow adaptations for tenants with disabilities (see 'Health & Adaptations' for more details).
8. Follow rules related to rent increases as relates to the property and the nature of the tenancy (see 'Finances and Rent').

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### Tenant Responsibilities

#### Transparency:

Tenants are required to provide certain information to their landlord as it relates to the tenancy and the landlord's management. Specifically, tenants are required to:

1. Provide necessary information prior to commencing a tenancy to allow the landlord to perform 'right to rent' checks. This will typically be a passport or other documentation confirming immigration status.
2. Promptly report any repairs required to the property that are the landlord's responsibility so that they can be resolved before they escalate (see 'Repairs and Maintenance' for more details).
3. Ask for permission if they wish to use the property for any reason beyond that of residency such as, for example, sub-letting or using the property as a business address.
4. Allow the landlord access where there are reasonable grounds and where 24 hours notice is given (unless in an emergency). Tenants do have a right to live without interference or harassment.

#### Care and Maintenance:

Tenants are required to maintain certain aspects of the property to keep the property in good condition. This includes:

1. Doing minor maintenance (e.g. changing bulbs, unblocking sinks etc).
2. Disposing of rubbish responsibly.
3. Not damaging furniture, equipment or internal finishings.
4. Repairing or paying for damage caused by them or a visitor.
5. Taking due care to protect the property from damage (e.g. turn off water at the mains if going away during a period of cold weather).
6. Restoring the property to its original condition before the end of a tenancy.

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## Financial:

Tenants are required to pay their rent in full and on time under the terms of the tenancy arrangement even if there is a dispute in process regarding, for example, the rental charge or necessary repairs. Tenants are also required to pay other bills as they relate to the property as agreed under the terms of the tenancy (e.g. Council Tax and/or utility bills).

## Security of Tenure

‘My wife and I have only rented for 5 years so can be given an eviction notice at any time. We love where we live but we live in fear of what’s coming in the post the next day. Our building has been bought out by 3 or 4 different massive companies, each with their own policies and plans for refurbishment. We’ve already seen other neighbours kicked out as owners want to refurb and charge a higher rent. A Section 21 can be issued at any time and my wife has a disability. It would be very hard for us to find somewhere else with 2 months notice and who else will take us as tenants with me approaching retirement and my wife with deteriorating health and a possible need for future home adaptations?’

Whilst ‘security of tenure’ was the most frequently discussed issue amongst participants in our research, there was a clear distinction between those people who had a regulated tenancy and those in an assured or assured shorthold tenancy. Certainly, many of those in the latter category bemoaned the contrasting lack of security they had in comparison to regulated tenancies though regulated tenants reportedly suffered harassment on account of their security and the fact that, because of it, they could be seen as an ‘obstacle’ to developers.

## Regulated Tenancy

A regulated tenancy is a long-term form of tenancy where tenants benefit from being entitled to a ‘fair rent’ that can usually only increase every 2 years. Regulated tenants have strong tenancy rights to remain and, provided that they keep up with rental payments and look after the property, regulated tenants have the greatest protection from eviction and the landlord will require a legal reason to evict. There are very few mandatory grounds for eviction unless someone with a right to live in the property wishes to return to live there. Otherwise, it is up to the courts to decide. Discretionary grounds for eviction might include the following:

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1. The tenant going into rent arrears.
  2. The tenant being offered genuinely ‘equivalent’ accommodation.
  3. Terms of the tenancy agreement being breached.
  4. Very few regulated tenancies started post-1989 when other forms of tenancy were introduced.

## Assured Tenancy (AT)

An AT may be periodic (on a weekly or monthly renewal) or be set for a fixed term that becomes periodic upon completion (unless a new fixed term is signed). AT tenants also have strong tenancy rights and eviction can only take place if a valid reason is accepted by the court. The onus is on the landlord to prove a ‘ground for eviction’ to the court. The landlord would need to follow the proper procedure in order to get a tenant evicted and this would start with a ‘Section 8’ notice to the tenant with details of the proposed date when they would apply for a possession order from the court.

Mandatory grounds for eviction include rent arrears of over two months, antisocial tenant behaviour and property-redevelopment. Discretionary grounds that the landlord would need to prove would include recurrent late rental-payments, breach of contract or damage to the property.

## Assured Shorthold Tenancy (AST)

An AST is the most common form of tenancy in use since 1997 and usually lasts for either 6 or 12 months. There are two ways in which landlords can notify AST tenants of an eviction. The first of these is a Section 21 notice that can be served at any time providing that the landlord gives the tenant at least two months’ notice and provided that the specified eviction date is not within an agreed fixed-term period. The landlord does not need to justify the eviction notice with any ‘grounds for eviction’ so this has commonly been referred to as a ‘no-fault’ eviction notice. However, a Section 21 notice can be deemed invalid under certain circumstances such as it being served after a tenant has requested for repairs to be undertaken (for tenancies after October, 2015) or if the landlord has not protected the tenant’s deposit or has failed to provide certain documents (see Landlord Responsibilities).

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The second method of serving notice of eviction is by a Section 8 notice that can be served if tenants have broken any terms of the tenancy. The terms of the tenancy that have been broken need to be specified in any notification letter and, depending on the terms broken, notice can be anything between 2 weeks and 2 months. If the tenant does not leave the property within the time period, the landlord would need to apply to the courts for a possession order and a subsequent bailiff-eviction. It is not lawful for landlords to attempt to evict tenants themselves.

Even where tenancies had been renewed many times over, AST tenants reported that they could never feel secure with a 12-month or even 6-month tenancy-agreement and that the prospect of a Section 21 notice being received was a constant threat to their home-security. Legally, assured-shorthold tenants could find themselves with just two months to find a new home irrespective of how long they had been living in their existing property or of how good a tenant they had been or how well they had kept out of arrears. Ultimately, there was a feeling of helplessness with respect to this ever-present threat. There are various knock-on effects of this:

1. AST tenants often found it very difficult to really feel like the place they lived in was their 'home' because they knew that they could be served notice to leave at any time.
2. Because of the lack of security, AST tenants were frequently disinclined to invest in their home because it could simply end up as money in the landlord's pocket if he were to evict them and increase the rent for subsequent tenants.
3. Because of fear of eviction, many AST tenants were reluctant to contact their landlord about essential repairs and maintenance. They reported that they would rather take a financial hit or live in substandard accommodation than 'raise their head above the parapet'.

However, those with regulated tenancies, despite their tenure, did not always experience the corresponding security one might expect and, indeed, some had already reportedly suffered on account of investment-buyers who 'wanted to get rid of [them]' in order to get an improved rental income from the same residential space. One resident reported that they were left without a bathroom while works were going on in the rest of the block and another had to sleep in the living room as building-works caused a ceiling collapse in the bedroom from the floor above.

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For more information on types of tenancy, Shelter has a summary of tenancy types and implications in relation to security and evictions at the following web-address:

[https://england.shelter.org.uk/housing\\_advice/private\\_renting/types\\_of\\_renting\\_agreement](https://england.shelter.org.uk/housing_advice/private_renting/types_of_renting_agreement)

Age UK also provide a fact-sheet of tenancy rights at the following web-address:

[https://www.ageuk.org.uk/globalassets/age-uk/documents/factsheets/fs68\\_tenancy\\_rights\\_security\\_of\\_tenure\\_fcs.pdf](https://www.ageuk.org.uk/globalassets/age-uk/documents/factsheets/fs68_tenancy_rights_security_of_tenure_fcs.pdf)

## Rent and Other Costs

'I've been renting since moving from overseas 7 years ago but, after my landlord left the property to a local estate agents, my rent has gone up £300 in 3 years which is an increase of 16% per month. They never even visited on those occasions – they simply gave one month's notice of the increase because prices had gone up in the area. In that time, my salary has gone up by 2% so I have to make cuts elsewhere. The accommodation hasn't changed but the rent goes up and any 'cushion' I had from my pay has gone. I can't afford holidays, my lifestyle has taken a hit and, since the latest increase, I have had to cut down on food. Rent costs take up 75% of my salary. I wrap myself in a duvet rather than put the heating on now. They say tenants have rights but if you can't afford rent, there's no hope of being able to pay legal fees.'

Rental charges in most boroughs of the capital are increasing at a higher rate than almost everywhere else in the country so it comes as no surprise that issues with finances, rents and affordability were referred to by a large number of participants though particularly keenly felt by those in ASTs.

There are a number of costs that must be considered when renting privately, the most significant of which is the rental payment itself. However, there are additional initial costs that need to be budgeted for.

### Letting fees:

If letting agents are involved, letting fees can be payable that vary greatly depending on location and agent. The variety and the lack of clear guidance on setting letting fees has subjected them to a lot of recent publicity and Government is now planning to ban all letting fees.

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### Deposit:

A deposit will usually be due on top of the first months rent in advance which, in many cases, doubles or even triples the initial outlay when first moving into private-rented accommodation. For ASTs with a contract starting after 7th April, 2007, it is a requirement that the landlord puts the deposit in a government-backed scheme. If they fail to do this, they may not have the same rights to eviction as they otherwise would. In some cases, letting agents may ask prospective tenants for an additional 'holding deposit' to reserve the property while checks are undertaken. This holding deposit should only be given if the prospective tenant is committed to the property and it is advisable that tenants get confirmation in writing of how this money will be used and of circumstances where all or some of it will be returned.

As with the last chapter, the nature of the tenancy has implications on the setting of rent and on rent increases. Tenants with difficulty affording rent may be entitled to housing benefit or universal credit.

### Regulated Tenancy:

Regulated tenants are entitled to what is known as a 'fair rent' that is set by the rent officer of the Valuation Office Agency. Typically, these rents can only increase every 2 years and are protected from high rental-increases by a standardised calculation.

### Assured Tenancy (AT):

Notification of a rent increase for those in assured tenancies cannot be done within a fixed-term unless there is a review clause in the contract. Outside of a fixed-term, a rent increase can be made with one month's notice though the tenant can take this to a tribunal of rent disputes if they feel they have grounds to argue that the rent is higher than comparable properties in the area.

### Assured Shorthold Tenancy (AST):

Rents cannot usually be increased within the existing contract (usually for 6 or 12 months). At the end of a fixed term of occupancy, landlords may give one month's notice for a rent increase. Payment of an increased rate indicates an acceptance of the increase.

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Whilst a lot of the points raised by participants in relation to rent-increases were relevant to the PRS in London as a whole, the impact on older people specifically seems significant for a number of reasons.

1. Older people have less capacity for increasing earnings in line with the increase in rental costs. Those on a pension or approaching retirement are particularly at risk of rental increases gradually 'eating away' at finances and this particularly marked in London where rental costs have increased at a higher rate than anywhere else. This is also likely to become an increasing issue for large numbers of people on housing benefit as the cap will make it even more difficult for them to cope with increases in rents. The inherent detriment to quality of life caused by this cannot be understated. Older people reported that they had had to cut down on social activities, going out and meeting up with friends because of the cost involved. A divide between 'home-owners and private-renters' was highlighted by one individual but, more worryingly, it was also reported that some people had had to cut down on food and heating expenditure – a course of action with obvious health implications.
2. Older people are more likely to be looking to remain in a 'home for life' and, in many cases, would find it harder to move on if their rent became unaffordable. This was a prevailing theme with many of the older private-renters who engaged with this research. Many older people who engaged with this research had lived their whole lives in London and had built up networks and relationships that it would be difficult to relocate away from. Many said that they couldn't cope with the moving process and that they feared that they would not be seen as an attractive proposition for a new landlord on account of reasons related to health and capacity for earnings. Other options that they would have happily considered in their youth such as flat-sharing would also be unendurable at this stage of their lives.
3. Older people are more likely to need to cut down working hours for health reasons or to care for significant others. They also have greater difficulty getting back into employment if made redundant later in life. Indeed, the DWP (2014) reported that nearly a half of unemployed people aged 50-64 had been out of work for a year or more and in 'All's Fair in the Work Programme?' (London Councils, 2015) reported a 'strong disproportionate impact by age and disability' with those aged 55+ 'significantly underperforming' and with fewer than 7% of referrals aged 60+ achieving a job outcome. Furthermore, it has been noted that many older people who are in working a reduced number of hours with clear implications on income and sustainable living (Age UK, 2017). Fears of older people who are still of working age but may be out of work, needing to cut down working hours or at risk of losing their work are therefore very real as any loss of income is more likely to be an enduring circumstance impacting upon their ability to meet ongoing housing rent costs.

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Shelter provides more detail on the legalities of rent increases in relation to different tenures at the following web-address:

[https://england.shelter.org.uk/housing\\_advice/private\\_renting/rent\\_increases](https://england.shelter.org.uk/housing_advice/private_renting/rent_increases)

The Money Advice Service has guidance on rent-affordability and what to do if rent payments are not being maintained here:

<https://www.moneyadviceservice.org.uk/en/categories/renting-and-letting>

Age UK has a factsheet on tenancy rights in relation to renting here:

[http://www.ageuk.org.uk/Documents/EN-GB/Factsheets/FS35\\_Tenancy\\_rights\\_rent\\_fcs.pdf?dtrk=true](http://www.ageuk.org.uk/Documents/EN-GB/Factsheets/FS35_Tenancy_rights_rent_fcs.pdf?dtrk=true)

### Repairs, Maintenance and Landlord Relationships

‘The property would be fine if it was maintained but the landlord doesn’t do repairs. She just wants to take the money and not do anything. The property is in very poor condition with mould and very poor ventilation and the washing machine is also broken. I have to cope with the mould and now I use a laundromat to do my washing. In the past, I had to buy my own cooker as the one supplied with the property didn’t work. Because these white goods that came with the property are broken and aren’t fixed, I have the expense of getting replacements. I worry about the future as my health will deteriorate and I can’t rely on the necessary repairs and adaptations being dealt with.’

In 2012, one-third of private-sector homes failed to meet ‘decent homes standards’ and older people living in the private-rented sector are three times more likely to live in a property in ‘serious disrepair’. Despite this, in many cases, participants reported a reluctance to get repairs undertaken for reasons related both to lack of awareness of rights and in order to avoid ‘rocking the boat’ with landlords.

### Regulated Tenancy

Landlords of regulated tenants have responsibilities to maintain the exterior of the property, including windows and doors. They also have responsibilities regarding provision of utilities such as gas, electricity and water and to comply with safety legislation for gas appliances.

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### Assured Tenancy (AT)

As above, landlords of assured tenants have responsibilities to maintain the exterior of the property, including windows and doors, and to deal with issues related to utilities. Safety compliance must also be adhered to in relation to gas safety and providing fire-resistant furnishings.

### Assured Shorthold Tenancy (AST)

Landlord responsibilities extend to the structure and exterior of the building as above. They also have responsibility for sanitary fittings, heating, ventilation and electrical wiring. They must also put right any damage caused during the undertaking of repairs. Depending on the contract, they may also have responsibility for maintenance of supplied white goods.

However, unless enforced by safety legislation, landlords are not obliged to carry out repairs until the tenant has reported the defect. Whilst this can be reported verbally or in writing, it is advised that it be done in writing so the tenant has evidence that a problem has been reported. It is advisable for tenants to report defects promptly so that they don’t deteriorate and subsequently require more extensive repair-work further down the line.

There are new laws in place protecting residents who report a defect from any potentially consequent eviction notices. If repairs are not done, tenants can contact their local council who will put them through to the right department. All rented homes must meet certain health and safety standards and failure to do so will mean the council can take action against the landlord to either get the repairs done or to recover the cost of the repair-work where the council has intervened.

There was a considerable degree of uncertainty amongst older private tenants with regard to rights and the responsibilities both of themselves and of their landlords in relation to this. As a result, many tenants had paid out to get repairs undertaken even when it is a legal responsibility for the landlord to maintain. In other cases, rather than contact their landlord, many tenants were tolerating inconvenient, or even unsafe, homes.

However, even where tenants were aware of their rights and responsibilities, it was often the case that they would not contact the landlord to get repairs done for fear of a consequential rent increase or even eviction. Terms such as ‘keeping ones head below the parapet’ were used or, as one focus group attendee mentioned to much agreement, ‘it is best if the landlord can forget you’re there, even for a short period of time’.

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As such, many older private-renters we spoke to said that they would rather try to fix the problem themselves or, if they are fortunate enough to have someone nearby, get a family member to help. In some cases, they would pay to get the problem dealt with even if it was the responsibility of the landlord, with a further hit on already tight funds. A worse-case scenario existed where no options were pursued, leaving older private-tenants to remain living in properties with health-impacting maintenance-needs. There did not appear to be widespread understanding of where the tenant's and the landlord's responsibilities lay or of what sorts of works could legitimately lead to an increase in the rent.

However, for those who had contacted their landlord to deal with repairs, the outcome had not been any better. In some cases, lack of response or delay in response meant that older people were living with health-impacting problems for far longer than necessary and, in other cases, the works being done caused more problems by being done poorly or with inadvertent damage being caused by the workmen.

In fact, relationships with landlords were reported to be a key factor in older people's happiness with their homes and a change in landlord could signal a rapid deterioration or improvement in perceived circumstances. This clearly links in with the previously-mentioned fear of eviction but it is also impacted upon by the power-difference involved and the fact that, should there be a disagreement, many renters felt helpless, without legal recourse or local support for assistance.

Gov.UK has details of landlord responsibilities in relation to safety and repairs at the following web addresses respectively:

<https://www.gov.uk/private-renting/your-landlords-safety-responsibilities>

<https://www.gov.uk/private-renting/repairs>

Shelter has a summary of landlord and tenant responsibilities in relation to repairs at the following web address:

[https://england.shelter.org.uk/housing\\_advice/repairs/landlord\\_and\\_tenant\\_responsibilities\\_for\\_repairs](https://england.shelter.org.uk/housing_advice/repairs/landlord_and_tenant_responsibilities_for_repairs)

And has additional guidance on what to do if a landlord won't do repairs here:

[https://england.shelter.org.uk/housing\\_advice/repairs/what\\_to\\_do\\_if\\_your\\_landlord\\_wont\\_do\\_repairs](https://england.shelter.org.uk/housing_advice/repairs/what_to_do_if_your_landlord_wont_do_repairs)

The Tenancy Agreement Service details the legal responsibilities in relation to repairs both for landlords and tenants here:

<https://www.tenancyagreementservice.co.uk/repairing-obligations>

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## Health and Moving Home

'I'm fortunate really as I have a secure tenancy held below market rent. However, it is a big property and I would prefer to move somewhere smaller. The problem I have is that I want to keep my tenancy rules and I will lose them if I move. There are no affordable housing options to move to in this area as values have gone up massively since I moved in. I know how things can be with less security as well so I feel kind of trapped. My mobility is deteriorating too so I have visions of not being able to go upstairs and having to sub-let the upstairs room to keep financially viable whilst not being able to go up there.'

Many older people are living with long-term conditions, limited mobility and other impairments and many more older people currently in good health are in a position where they need to consider potential implications of changes in their health on living circumstances in their future-planning. With supported housing availability criteria only meeting those with the highest level of need, there is an onus on many people self-managing conditions at home.

### Rights to Home Adaptations

Under the Equality Act 2010, tenants from all tenures have rights in relation to getting home adaptations in the case of disability. Whilst interpretation of terms may vary by contract type, the principles are the same.

Essentially, the landlord does have a 'duty to make reasonable adjustments' to avoid discriminating against anyone on grounds of disability or age but defining what constitutes a 'reasonable adjustment' will depend greatly on the nature of the adaptation and the length of the letting. A landlord may not, therefore, have to perform permanent structural alterations such as the removal of walls or the widening of a doorway but there would be an expectation that he or she provide non-permanent adaptations to enable an older and/or disabled person to live in the home without any substantial disadvantage.

Financial support for adaptations may also be available in the form of a 'Disabled Facilities Grant' and applications should be made to the respective local authority. A detailed assessment will be carried out for suitability in relation to how necessary it will meet occupier needs as well as the practicalities of installation.

Evidence from our research was that many older people were not aware of their rights and, in much the same way as they felt about asking for repairs, there was a reluctance to ask for adaptations where it might make them look like a 'problem tenant' (Age UK, 2016).

Older people in the private-renting are often disadvantaged when it comes to future-planning as, unlike home-owners, they don't have a mortgage that can be paid off and, as such, housing costs will endure.

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With tighter budgets, there has been much reported evidence of many older people needing to make health-affecting restrictions either by saving on food- or heating-expenditure (Age UK, 2014).

This was reinforced by interviews conducted through this research and is particularly worrying as a large proportion of the private-sector housing in London is comprised of old stock and, as such, contains houses that are liable to have issues related to their general maintenance and insulation (English Household Survey 2013-14). It has been reported that older people living in the private-rented sector are six times as likely to face an issue related to having a cold home that, as well as, exacerbating many existing conditions, can lead to an increased risk of hypothermia, respiratory illness, depression, risk of falls, impaired mental function, rheumatism and arthritis amongst many others (Foundations, 2011).

Unfortunately, in London, it is a real challenge to find affordable private-rented housing in locations where people want to live and regulated tenants can find themselves 'trapped' in accommodation by virtue of their 'fair rent' remaining far below an unaffordable market value. Many older people also fear that they may not meet the profile of a desirable tenant as their capacity for earnings decreases over time. Lengthy queues on housing registers add to this problem and mean that many older people can find themselves living in unsuitable housing.

Age UK has produced advice on home adaptations that is available at the following web address:

<https://www.ageuk.org.uk/information-advice/care/adapting-your-home/>

The Citizen's Advice Bureau has guidance on help with home improvements available at the following web address:

<https://www.citizensadvice.org.uk/housing/moving-and-improving-your-home/help-with-home-improvements/#Disabledfacilitiesgrants>

The Equality Act 2010 is available at the following government website with particular relevance located in sections 20-22:

<http://www.legislation.gov.uk/ukpga/2010/15/contents?>

More information on 'Disabled Facilities Grants' and a link to an applications page can be accessed from the following web address:

<https://www.gov.uk/disabled-facilities-grants/overview>



## Resources and Links

### Shelter

A: 88 Old Street, London, EC1V 9HU  
W: <http://england.shelter.org.uk/>  
P: 0808 800 4444

### Shelter London Public Advice Line

The Shelter London Public Advice Line can provide advice on housing and debt as well as help to access accommodation.

P: 0344 515 1540 (Freephone)

### Shelter Legal Services London

Shelter Legal Services London can provide legal advice and court representation in housing cases including: Possession hearing - Eviction - ASB injunctions.

P: 0344 515 1212.

### Advice for Renters

A: 36-38 Willesden Lane, Kilburn, London, NW6 7ST (postal)  
W: [www.advice4renters.org.uk](http://www.advice4renters.org.uk)  
P: 020 7624 4327

### Age UK

A: Tavis House, 1-6 Tavistock Square, London WC1H 9NA  
W: <http://www.ageuk.org.uk/>  
P: 0800 678 1174

### Citizens Advice

A: Various – location-specific  
W: <https://www.citizensadvice.org.uk/>  
P: 03444 111 444

### FirstStop Advice Service

Advice on all housing matters and with support services to assess for suitable housing

A: EAC FirstStop, 3rd Floor, 89 Albert Embankment, London, SE1 7TP  
W: [www.firststopcareadvice.org.uk](http://www.firststopcareadvice.org.uk)  
P: 0800 377 7070

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## Housing LIN

A: C/o EAC, 3rd Floor, 89 Albert Embankment, London, SE1 7TP  
(postal)  
W: <https://www.housinglin.org.uk/>  
P: 020 7820 8077

## Money Advice Service

A: Holborn Centre, 120 Holborn, London, EC1N 2TD  
W: <https://www.moneyadviceservice.org.uk/en>  
P: 0800 138 7777

## Department for Communities and Local Government (DCLG)

W: <http://bit.ly/1bsc5XS>  
P: 0303 444 0000

The DCLG also has guides for tenants dependent on their tenancy type:

### Assured and Assured Shorthold Tenants

<http://bit.ly/2ykdWuz>

### Regulated Tenants

<http://bit.ly/2zH4aqZ>

### Government Policies for the Rented Housing Sector

<https://www.gov.uk/government/policies/rented-housing-sector>

### Information on Letting Agent Redress Schemes

<https://www.gov.uk/government/publications/lettings-agents-and-property-managers-redress-schemes>

**Shelter** has online information specifically on the following:

### Letting Agent Redress Schemes:

[https://england.shelter.org.uk/housing\\_advice/private\\_renting/letting\\_agent\\_redress\\_schemes](https://england.shelter.org.uk/housing_advice/private_renting/letting_agent_redress_schemes)

### Getting Repairs Done:

[https://england.shelter.org.uk/housing\\_advice/repairs/what\\_to\\_do\\_if\\_your\\_landlord\\_wont\\_do\\_repairs](https://england.shelter.org.uk/housing_advice/repairs/what_to_do_if_your_landlord_wont_do_repairs)

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**Age UK** factsheets provide more guidance on tenant rights in relation to the following:

### Security

Age UK factsheet 68 – Tenancy rights: security of tenure:

<http://www.ageuk.org.uk/publications/age-uk-information-guides-and-factsheets/>

Or call Age UK (National) on: 0800 169 65 65

### Rent

Age UK factsheet 35 – Tenancy Rights: rent

<http://www.ageuk.org.uk/publications/age-uk-information-guides-and-factsheets/>

Or call Age UK (National) on: 0800 169 65 65

### Repairs and Maintenance

Age UK factsheet 67 – Home improvements and repairs

<http://www.ageuk.org.uk/publications/age-uk-information-guides-and-factsheets/>

Or call Age UK (National) on: 0800 169 65 65

### Health and Moving Home

Age UK factsheet 63 – Finding private-rented accommodation

<http://www.ageuk.org.uk/publications/age-uk-information-guides-and-factsheets/>

Or call Age UK (National) on: 0800 169 65 65

### Legal Guidance

Age UK factsheet 43 – Getting legal advice

<http://www.ageuk.org.uk/publications/age-uk-information-guides-and-factsheets/>

Or call Age UK (National) on: 0800 169 65 65

## References

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- Age UK (2014); Reducing fuel poverty – a scourge for older people.  
Available at: <http://bit.ly/2ykV26N>
- Age UK (2016); Behind the Headlines; Does private rented accommodation work for older people?
- Age UK (2017); Behind the Headlines; Why the employment rate does not tell the whole story about working longer
- Department for Communities and Local Government (2014). English Household Survey 2013-2014.
- Department for Work and Pensions (2014). Fuller Working Lives – Background Evidence. Department for Work and Pensions. London
- Foundations (2011). Supporting People in Private Rented Sector Housing.
- London Councils (2015). All's Fair in the Work Programme? London Councils. London
- ONS (2016a). UK House Price Index summary: May 2016
- ONS (2016b). Index of private housing rental prices (IPHRP) in Great Britain, results: May 2016



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## The Nationwide Foundation

The Nationwide Foundation is an independent charity that improves the lives of people in need by funding charitable causes and influencing change. At the heart of what they do is a commitment to tackling the root causes of the social issues that lead to disadvantage, poverty and inequality.

The Nationwide Foundation has awarded over £30 million to more than 3,000 charitable causes since 1997. Since 2013, The Nationwide Foundation's vision has been for everyone in the UK to have access to a decent home that they can afford and, as part of this, they have awarded funding for Age UK London to deliver this project focused on improving the living conditions for vulnerable older tenants in private rented sector homes.

## Age UK London

Age UK London (AUKL) helps London to love later life by campaigning for older Londoners, working on their behalf, and championing their cause. We work with London borough Age UKs and over five hundred older people's organisations across the capital.

Over the last two years, AUKL has become increasingly aware of specific concerns in relation to older private tenants in London through a combination of research findings, case-studies and workshops with older people's organisations. As a result, AUKL were keen to deliver this project to investigate and seek to improve the circumstances for older private-renters in the capital.

**Age UK London**

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