

Factsheet 63w ● October 2023

Finding private rented accommodation in Wales



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1 Information about this factsheet

This factsheet covers:

- finding private rented accommodation;
- the role of letting agencies;
- property viewings; *and*
- things to think through before signing an occupation contract (previously called a tenancy agreement – see section 2 below).

You may also find some of our other factsheets and guides on housing topics to be helpful, including:

- Factsheet 35w *Renting your home in Wales – rights or problems regarding your rent*;
- Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*;
- Factsheet 67w *Home improvements and repairs for older people in Wales*.

You can view these – and other factsheets and guides – at:

www.agecymru.org.uk/information-resources

Alternatively, you can contact Age Cymru Advice for further information – see section 18 for contact details.

Note: The information given in this factsheet is applicable in Wales. Different rules may apply in England, Northern Ireland and Scotland. Contact Age UK, Age NI and Age Scotland respectively for further information.

2 Recent housing legislation in Wales – the Renting Homes (Wales) Act 2016

The *Renting Homes (Wales) Act 2016* was implemented on **1 December 2022** and means that the way all landlords (in all housing sectors) rent their properties has changed.

Note: The information in this section is a brief summary of the main points of note in the new legislation. Where relevant, further information on some of these elements will be included in the text below, or can be found within our other housing factsheets.

Changes in terminology

Under the Act:

- *Tenants* (and licencees) are now known as ‘**contract-holders**’.
- *Tenancy agreements* are now known as ‘**occupation contracts**’.
- *Local authority (council)* and *housing association* landlords are now known as ‘**community landlords**’ (private registered providers of social housing will also be classed as a community landlord). **Private rented sector landlords will continue to be referred to as ‘private landlords’**, so there is no change in this regard.

Types of occupation contract

The new act seeks to simplify housing law by specifying two types of occupation contract:

- **Standard contract** – generally for use in the private rented sector.
- **Secure contract** – generally for use in the social rented sector.

Note: There will also be ‘**converted**’ versions of the contracts above, however (in cases where people already had a tenancy in place prior to the new act coming into force on 1 December 2022).

Converted contracts

Generally speaking, converted contracts will provide new rights, as a result of the new legislation, though many terms of the original agreement will continue to apply. Shelter Cymru advise that:

“The terms of the tenancy agreement that you had before 1 December 2022 are still binding on you and your landlord. The only exception to this is if the terms of the agreement you made before 1 December 2022 are incompatible with the fundamental terms of the new type of occupation contract you have”¹.

Under the new legislation, landlords must provide written contracts to contract-holders. In the case of converted contracts, landlords were given until 31 May 2023 to provide this. The contract should incorporate the terms of your original agreement made before 1 December 2022. You do not need to sign this agreement, but make sure to check that the agreement is not actually a whole new contract and doesn't take away any significant rights that you had before. Seek specialist advice, such as from Shelter Cymru, if you're unsure.

Fundamental terms in occupation contracts

Fundamental terms in your occupation contract provide you with important rights that a landlord **must** include in the contract – this topic is covered in section 8 below.

Significant changes under the legislation

These include:

- as mentioned above, contract-holders will receive a written contract setting out their rights and responsibilities;
- there is an increase in the 'no fault' eviction notice period from two to **six** months;
- new measures to protect against **retaliatory** eviction (i.e. where a landlord serves notice on a contract-holder because they ask for repairs and/or complain about poor conditions);
- improved succession rights – i.e. these rights set out who is able to continue to live in a property after the contract-holder dies;
- increased flexibility in cases where there are joint contract-holders, making it easier to add or remove others to an occupation contract; *and*

¹ 'Converted contracts', Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/renting/converted-contracts> (last accessed 12 September 2023).

- new rules whereby a landlord has to ensure that their property is **fit for human habitation**.

Further information on the Renting Homes (Wales) Act 2016

The Welsh Government has a section on their website on the legislation, including specific pages aimed at contract-holders and landlords, plus a link to the actual Act itself:

www.gov.wales/housing-law-changing-renting-homes

Note: Checking that a private landlord is registered and/or licensed

All private landlords in Wales must be registered with Rent Smart Wales. This requirement pre-dates the implementation of the *Renting Homes (Wales) Act 2016*, but – in addition to being relevant in its own right – it can affect your rights when renting (for example, if your landlord has failed to register). Also see section 15 below which has further information on this topic.

3 Introduction – the private rented sector

The private rented sector offers some advantages and may be a good option if you don't own a home and are unable to access housing from a community landlord (a local authority or housing association).

The main advantage is you may be able to find a home quickly and in a location of your choice, but there also potential downsides:

- Private renting generally offers less security of tenure than from a community landlord (or from owning your own home). This means it can be easier to evict you and require you to leave the property, though the *Renting Homes (Wales) Act 2016*, outlined in the section above, has improved protection in certain regards – see section 7 below and Age Cymru's Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction* for further information.
- Private rents are often higher than rents charged by a community landlord. You may be able to get Housing Benefit or Universal Credit, though it will not always cover all the rent.

- You may have difficulty persuading a private landlord to carry out necessary repair work and/or you may find it difficult to obtain their permission if you need to carry out any adaptations or alterations to the property. This topic is not covered in this factsheet, but you can find further details regarding your rights in this area (including duties on your landlord to ensure the property is fit for human habitation) in Age Cymru's Factsheet 67w *Home improvements and repairs for older people in Wales*.

Important: Even with recent legal changes in Wales that increase 'no fault' eviction notice periods and measures to protect against retaliatory eviction, it's possible you might need to have to move more frequently if you live in the private rented sector. If you currently have an occupation contract with a community landlord, or are a homeowner, think very carefully about giving up this security to move to private rented accommodation.

4 **Welsh Government information on renting a home**

The Welsh Government produces a range of information for people who are looking to rent a property, as well as for people who are already contract-holders in the private rented sector. You can access this at the following links, or if you don't have internet access, contact Age Cymru Advice or Shelter Cymru who can assist you (see section 18 below for contact details):

- **Housing law has changed: How the Renting Homes law makes it easier to rent a home**
www.gov.wales/tenants-housing-law-has-changed-renting-homes
- **Frequently asked questions: Answers to common questions about changes to the way tenants and licensees in Wales rent properties**
www.gov.wales/renting-homes-frequently-asked-questions-tenants
- **Renting from a private landlord: Guidance and services**
www.gov.wales/renting-from-private-landlord

5 Where to find private rented accommodation

To find private rented accommodation, you can:

- use a letting agency who will help you to find a home to rent (also see sections 16 and 17 below);
- look for advertisements – for example, in a local newspaper or in a community centre, library, or shop;
- look online – many landlords and letting agencies advertise on national websites such as Zoopla, Rightmove, and Prime Location (if you are not online, you could try your local library);
- ask your friends or family if they know of any rooms or places to rent;
- contact your local authority housing options service – they may be able to help if you have trouble finding a property because you claim Housing Benefit, Universal Credit, or cannot afford up-front costs (also see section 14 below).

Contact details for your local authority can be found from the Welsh Government website at: www.gov.wales/find-your-local-authority

Note: You should check whether the landlord or letting agent for any property you find is registered and licensed with Rent Smart Wales (a Welsh Government body). Private landlords must be registered and, additionally, any person who lets or manages a domestic property must have a licence – see section 15 below for further information.

6 Viewing the property to decide whether it is suitable

Before accepting a particular property to rent, always go to the property to view it and make sure there are no faults and that it is suitable for your needs. If you're viewing the property alone, let somebody else know where you are going.

Visit with a friend

It can be helpful to go with a friend, so you can gain someone else's opinions on the property and whether these correspond with your own.

Explore the area (including after dark)

You should have a good look around the local area to get a good feel for it, including the location of shops and other important services. It may be a good idea to visit the area after dark to see how comfortable you feel about going out in the evening.

Is the property in a good state of repair?

Check how safe and secure the accommodation is, the state of repair, and how easy it is to keep it warm – also see below in regard to Energy Performance Certificates and safety checks.

If the property is shared with other people

If you will be living in shared accommodation, try to talk to other people living there to see if you get on with them.

Transport links

Check transport links and think about how easy it would be to maintain your existing routine – for example, attending appointments, shopping, or socialising with friends or family.

Will existing services you use be affected?

If moving to a different area, think about the impact on any services you receive – for example, will you have to register with another GP and what happens if you have a care package at home?

Energy Performance Certificates

If you are interested in renting a property, the landlord must give you a copy of the Energy Performance Certificate, which gives you an idea how energy efficient it is. These figures are estimates based on average energy bills and do not take account of the costs of running appliances like fridges and TVs.

Safety checks

- Gas equipment provided by your landlord, like cookers or fires, must have an annual safety check by a Gas Safe-registered gas engineer. You must be given a copy of the most recent certificate, dated within the last 12 months, before moving in. There are similar rules on electrical safety.
- Landlords must also provide working carbon monoxide alarms in any room which has a gas, oil or solid fuel burning appliance installed by the landlord, so you could check to see that these are in place.
- Landlords must have a working smoke alarm fitted on every storey of a dwelling, so you could check that these are in place.

Note: For further information, see Age Cymru's Factsheet 67w *Home improvements and repairs for older people in Wales*.

7 Types of occupation contracts

As mentioned in section 2 above, under the *Renting Homes (Wales) Act 2016* there are two types of occupation contract which will be used in the majority of cases (with some exceptions – see section 7.3 below).

Standard contracts will generally be the ones used in the private rented sector and these are discussed in section 7.1 below.

Also included, in section 7.2, is very brief information on **secure contracts**, though these are far more likely to be used where the local authority or a housing association is the landlord.

7.1 Standard occupation contracts

For anyone planning to enter into an occupation contract in the private rented sector since **1 December 2022**, you will most likely be offered either of the two following types of standard contract²:

² If you already had a rental agreement in place prior December 2022 you will generally now have a 'converted occupation contract' – for further information on these, see Age Cymru's Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*.

- **Fixed term standard contract.**
- **Periodic standard contract.**

Fixed term standard contracts

- As the name implies, these contracts are for a certain specified time period. The start date and end date of the fixed term should be clearly stated within the contract.
- A landlord **must** supply a written contract **within 14 days** of your occupation contract starting. It must contain certain information – see section 8 below.
- With this type of contract, you can only be evicted during the fixed term period if you breach the contract. The landlord would also need to get a court order for the eviction to proceed. For further information, see Age Cymru's Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*.
- Fixed term contracts may have a break clause – see section 9 below.

Periodic standard contracts

- These contracts are not for a fixed period of time, rather they continue from one rental period to the next.
- As with fixed term standard contracts, the landlord **must** supply a written contract **within 14 days** of your periodic standard occupation contract starting. It must contain certain information – see section 8 below.
- When you have a periodic standard contract, the landlord does not always need to provide a reason if they want to evict someone, though they must provide the contract-holder with a valid notice and get a court order. For further information, see Age Cymru's Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*.

7.2 Secure occupation contracts (rare in the private rented sector)

Although the *Renting Homes (Wales) Act 2016* allows private landlords to issue a secure contract should they wish to do so, in reality this will be rare, with it primarily being a type of occupation contract that will be issued by community landlords (local authorities or housing associations). A secure contract is usually a periodic contract and secure contract-holders have strong rights against being evicted. Further information can be found within relevant sections of the following Age Cymru factsheets:

- Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*;
- Factsheet 35w *Renting your home in Wales – rights or problems regarding your rent*.

7.3 Exceptions where a rental agreement might not be an occupation contract

As indicated in sections above, most rental agreements are now occupation contracts (secure, standard, or converted ones from pre-1st December 2022). However, there will be some exceptions, including:

- licences or common law tenancies in temporary or supported accommodation;
- regulated tenancies that began prior to 15 January 1989 (these are rare as they have not been granted for a long time, but it's possible you have one if you have lived in your home or with the same landlord since before 15 January 1989. Contact Shelter Cymru if you need further advice on this topic³);

³ Shelter's website has further information at: <https://sheltercymru.org.uk/housing-advice/renting/converted-contracts/private-landlords-and-converted-contracts/regulated-tenancies>

- where you share accommodation with your landlord and are an ‘excluded occupier’ (this is likely if you share a kitchen or bathroom etc with the landlord, so your living space is not self-contained, or live in the same building as the landlord and share accommodation with a member of their family);
- you live in a hostel or refuge;
- you live in a care home;
- you live in an almshouse;
- holiday lets; *or*
- certain types of agricultural tenancies.

Note: This is not an exhaustive list, so seek advice if you are unsure.

7.4 Seeking advice before signing an occupation contract

Some of the sections which follow detail other information related to your occupation contract, such as what should be included within it and what to do if you have any concerns or problems.

You may find it helpful to seek expert advice before you commit to signing an occupation contract, as there may be lots of things to consider.

A specialist housing organisation, such as Shelter Cymru, may be able to provide this – see section 18 below for contact details.

8 Information you should have in a written occupation contract

Note: The information in this section applies to fixed term standard contracts, periodic standard contracts and secure contracts.

Written occupation contracts must contain each of the following:

- **key matters;**
- **fundamental terms** (these are particularly important terms);
- **supplementary terms** (these will tend to deal with common day-to-day issues); *and*
- **additional terms of the contract.**

The following are included as part of each of these terms (though these are not exhaustive lists):

Key matters:

- the landlord's name;
- the landlord's or agent's address;
- the rent due and how often;
- whether your contract is to be on a fixed term basis or a periodic contract.

Fundamental Terms:

- the process for evicting a contract-holder;
- the landlord's responsibilities to keep the property fit to live in;
- the landlord's responsibilities in regard to repairs;
- how the landlord must deal with a deposit.

Note: There are two types of fundamental terms:

Hard fundamental terms – these cannot be left out of an occupation contract or altered in any way.

Soft fundamental terms – the only time that a soft fundamental term can be altered and/or left out of the contract is if it puts you, as the contract-holder, in a “**better position**” and only if you’re happy to agree to the change⁴. This applies in the case of soft fundamental terms only.

What constitutes a fundamental term may sometimes differ depending on what type of occupation contract it is.

Supplementary Terms:

- how and when a contract-holder should report when repairs are needed;
- what the contract-holder should do if they wish to change a utility provider;
- requirement for the landlord to provide an inventory (also see section 11 below).

Additional Terms:

- information on whether the contract-holder can keep pets;
 - anything else specific to the property, such as parking facilities.
-

Note: Additional terms should be fair and “in accordance with consumer law”⁵.

⁴ ‘Fundamental terms of occupation contracts’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/renting/written-occupation-contracts/fundamental-terms-of-occupation-contracts> (last accessed 27 September 2023).

⁵ ‘Written occupation contracts: General information’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/renting/written-occupation-contracts/written-occupation-contracts-general-information/> (last accessed 27 September 2023).

9 Break clauses in fixed term standard contracts

If you are to be given a fixed term occupation contract, check if it has a break clause allowing you to leave early, should you wish or need to do so.

Key points:

- if there is a **contract-holder's break clause**, you will be able to end the contract by providing at least 4 weeks' written notice.
- if there is a **landlord's break clause**, a 'no fault' eviction notice can only be given if the fixed term is **2 years or more** (except in certain circumstances).
- a 'no fault' notice under a **landlord's break clause** must be for **6 months** (except in certain circumstances, such as a converted fixed term contract – i.e. a contract that was already in place prior to 1 December 2022 – where it can be only 2 months).
- a 'no fault' notice under a **landlord's break clause** can't be given until 18 months **after** your contract began (except in certain circumstances).

Note: Shelter Cymru's website has further information on the possible exceptions mentioned above at:

www.sheltercymru.org.uk/housing-advice/eviction/eviction-standard-contracts-with-different-rules

10 If there is a problem with the written contract

If the landlord fails to provide a written occupation contract, or there are errors in it

You may wish to seek advice from a specialist housing organisation, such as Shelter Cymru – see section 18 below for contact details. Ultimately, court action can be taken against landlords who fail to issue a written contract, or issue one that is incomplete or incorrect (for example, where important fundamental or supplementary terms were left out).

Possible compensation if a landlord doesn't follow the rules

Shelter Cymru advise that if a “landlord doesn't provide a written contract or a correspondence address, then you are entitled to compensation. If your landlord provides a contract that is incomplete or incorrect, then you might be entitled to compensation if a court finds that the landlord intentionally gave an incorrect or incomplete written contract. You are also...entitled to compensation if your contract has been changed but your landlord doesn't give you a written ‘statement of variation’, or a new written contract including the change”⁶.

Protection against eviction where the landlord has failed to follow the rules on written contracts

Landlords cannot give contract-holders a ‘no fault’ eviction notice if:

- they didn't provide a written contract within 14 days of the contract starting; *and/or*
- provide a correspondence address within 14 days of the contract starting.

“Once you receive the written contract your landlord must wait 6 months until they can give you a ‘no fault’ notice” (however, “it will still be possible for the landlord to evict you if you are in serious rent arrears or have breached your contract's terms about antisocial behaviour”). “If the landlord only failed to give you a correspondence address, once you receive this they will be able to serve a ‘no fault’ eviction notice”⁷.

Contact Shelter Cymru, or see Age Cymru's Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction* for further information.

11 Inventory of equipment and furniture at the property

Private landlords should provide the contract-holder with an inventory as part of a standard occupation contract.

⁶ Ibid

⁷ Ibid

The inventory should list all the items of equipment and furniture that comes with the property and are provided by the landlord. It should also include information on the condition they were in at the time that the contract starts.

You could also take dated photographs to evidence the condition of the property on the day you move in, should you need to prove this in the future.

If you feel that there are problems with the inventory – for example, an item is listed as being in better condition than it actually is – seek advice from a specialist housing organisation, such as Shelter Cymru (see section 18 below for contact details).

Note: If you are not provided with an inventory, Shelter Cymru advises that you should “check if the supplementary terms of your written contract say that you should be given one. It is a good idea to do one yourself and ask the landlord to sign it as a witness”. If they refuse, “ask someone else to do so, and send a copy to your landlord”⁸.

12 Rights to repairs in the private rented sector

Your landlord is responsible for most repairs, though you will have certain responsibilities too. This topic, along with related issues such as ‘fitness for human habitation’ rules, plus maintenance in relation to potential safety issues (such as gas, electricity, smoke and carbon monoxide alarms) can be found in Age Cymru’s Factsheet 67w *Home improvements and repairs for older people in Wales*.

Contract-holders should tell their landlord as soon as possible when repairs are required. In most cases, the landlord cannot be held liable unless they are aware of the situation and fail to carry out works within a reasonable time period.

⁸ ‘Furniture and equipment if you have a private landlord’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/repairs-and-bad-conditions/repairs-in-private-rented-housing/furniture-and-equipment-if-you-have-a-private-landlord> (last accessed 28 September 2023).

It may be a condition of your occupation contract that you need to report issues when they arise. If you do not and the situation gets worse, your landlord may try to claim the cost of works from you or your deposit when you move out (also see section 13.2 below). You may also put yourself at risk of eviction.

You may wish to discuss with Shelter, or another specialist organisation, about any risks there may be that your landlord might seek to evict you as a result of asking for repairs, though there is now some protection against retaliatory eviction in housing legislation in Wales – where a landlord seeks to evict someone solely on the basis that they have requested repairs to be carried out. This topic is covered in Age Cymru’s Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*.

13 Deposits

13.1 Holding deposits

A holding deposit is paid to a landlord or letting agent to reserve a property. Therefore, you should only pay one if you are serious about renting that particular property. Once you pay the holding deposit the landlord/agent should stop advertising the property.

The holding deposit charged cannot be more than the equivalent of 1 weeks’ rent.

Note: “Guidance from [the] Welsh Government states that if the rent is charged monthly, you can use the following calculation to work out the maximum amount of the holding deposit:

Monthly rent ÷ 4.35 = maximum holding deposit”⁹.

You have 15 days from paying a holding deposit to enter into an occupation contract (a ‘deadline for agreement’), though you can sometimes agree a different deadline with the landlord/agent, which should be in writing.

⁹ ‘Holding deposits’, Shelter Cymru website: www.sheltercymru.org.uk/housing-advice/paying-for-housing/holding-deposits (last accessed 29 September 2023).

If the landlord decides not to offer you a contract after you have paid a holding deposit, it should be paid back to you within 7 days of the deadline for agreement.

If you subsequently decide not to rent the property, the landlord/agent can normally keep the holding deposit (though there are exceptions).

Once an occupation contract is finalised, the landlord should either:

- Give your holding deposit back within 7 days of the commencement of the occupation contract;
- put it towards your security deposit (see section 13.2 below); *or*
- put it towards the first rent payment.

13.2 Security deposits

A security deposit (sometimes called a bond) is an amount of money you are likely to be required to pay at the beginning of an occupation contract.

It will usually be the same amount as one month's rent at the property concerned.

The security deposit should be returned back to you if an occupation contract is ended, **unless**:

- you have caused damage to the property and/or equipment and furniture provided as part of the occupation contract (though you shouldn't be penalised for normal wear and tear); *and/or*
- there is unpaid rent; *and/or*
- there are missing items; *and/or*
- there will be cleaning required.

If any of the above apply, then the landlord will keep some or all of the security deposit to cover the costs. They should only keep the amount required to cover the actual financial loss they have suffered – i.e. they shouldn't seek to keep the whole deposit if only a certain proportion of it will be sufficient to meet the costs.

Shelter Cymru advise that “if you are in doubt that the landlord has a valid reason for keeping part of your security deposit, ask to be shown receipts or estimates for items that have been deducted”¹⁰.

Note: If you are worried about how you’re going to be able to meet the cost of a security deposit, see section 14 below.

13.3 Security deposit protection schemes

When you pay a security deposit for any type of standard occupation contract (as per section 7 above these are the contracts usually used in the private rented sector), the landlord or letting agent **must** protect the deposit¹¹.

To do this they must use a **government approved protection scheme** and provide you with related information, including:

- a copy of the deposit protection certificate, which should include the landlord’s signature.
- details of the protection scheme used (including, for example, any leaflets or other information materials supplied by the scheme);
- how to get your deposit back when you move, or otherwise end the occupation contract;
- what you can do if there is a dispute about its return.

If you have any concerns that the landlord doesn’t follow the correct procedure, you could speak to a specialist housing organisation, such as Shelter Cymru.

Note: There are three government-approved deposit protection schemes: the ‘Deposit Protection Service’, ‘Tenancy Deposit Scheme’ and ‘My Deposits’.

¹⁰ ‘Paying a security deposit’, Shelter Cymru factsheet (May 2023) (a copy is available at: www.sheltercymru.org.uk/wp-content/uploads/2023/05/Paying-a-security-deposit-factsheet-2023.pdf).

¹¹ The only time this may not apply is where someone moved into a property prior to 6 April 2017 and have not signed a renewal agreement since then.

14 Financial help for people renting

Finding private rented housing can be difficult if you're on a low income, as you must usually pay a security deposit and sometimes rent in advance.

Local authority help

If you need help to raise this money and are at risk of homelessness otherwise, contact the local authority. They have a duty to help certain households who are homeless, or threatened with homelessness.

They should take reasonable steps to help – for example, by providing financial or other assistance to enable you to access the private rented sector.

Contact details for your local authority can be found from the Welsh Government website at:

www.gov.wales/find-your-local-authority

You may also find Age Cymru's Factsheet 89w *Dealing with homelessness in Wales* helpful.

Local rent deposit schemes or rent guarantee (bond) schemes

In addition, there may be other initiatives such as a local rent deposit scheme or rent guarantee (bond) scheme. Each scheme has different rules about who is entitled to receive help. They may be run by the local authority or charitable organisations.

A rent deposit scheme offers a loan for a deposit that you must pay back over a period of time. You get your money back at the end of your occupation contract, so long as there were no problems, such as damage to the property or unpaid rent (also see section 13 above).

A rent guarantee (bond) scheme provides a written guarantee to a landlord covering damage to the property and unpaid rent. If there are problems at the end of your occupation contract, the scheme pays the landlord and you usually have to repay the scheme.

Crisis Help to Rent database

The Crisis database lists rent deposit schemes or rent guarantee (bond) schemes. You can access it via the following link:

www.crisis.org.uk/ending-homelessness/resources-for-practitioners/prs-database

The Social Fund

If you receive Pension Credit, you may be able to get help from the Social Fund to pay rent in advance. For more information see Age UK's Factsheet 49 *The Social Fund, Advances of Benefit and Local Welfare Provision*.

Discretionary Housing Payments

If you are entitled to Housing Benefit (HB) or Universal Credit (UC), you may be able to claim a Discretionary Housing Payment (DHP) from your local authority to cover your deposit or rent in advance. As this help is discretionary, it is not guaranteed. It is a good idea to ask a local advice agency for help when applying for a DHP.

See Age UK's Factsheet 17 *Housing Benefit* for more information on HB and DHPs, or Factsheet 92 *Universal Credit* for more information on UC and DHPs.

Maximising income through a general benefits check

Your local Age Cymru may be able to carry out a benefits check for you to make sure you're not missing out on any benefits (not all benefits are means-tested, as some might be linked to having a disability or being a carer, for example). Alternatively, our national Age Cymru Advice service may be able to do a check over the phone – see section 18 below for contact details.

15 Landlord registration / landlord and letting agent licensing

Rent Smart Wales is a Welsh Government body which private landlords must be **registered** with.

Additionally, any person who lets or manages a domestic property must have a licence from Rent Smart Wales – i.e. **landlords** who self-manage their properties, *or* **letting agents** who may have been appointed by the landlord (for further information on letting agents, also see section 16 below).

One of the purposes of the registration and licensing scheme is to allow for the monitoring of private landlords and agents and to try and ensure that only reputable people are able to let out property.

15.1 **Rent Smart Wales Code of Practice for private landlords and agents**

Landlords and agents must abide by standards outlined in the following Rent Smart Wales document:

Code of Practice for Landlords and Agents licensed under Part 1 of the Housing (Wales) Act 2014

A copy can be accessed on the Welsh Government website at:

www.gov.wales/rent-smart-wales-code-practice

If you have concerns about the conduct of your landlord or agent, you can report it to Rent Smart Wales who should investigate. If they are not adhering to the Code of Practice, they could potentially lose their licence or not be able to renew it when it expires. It should be possible to make your complaint anonymously if you wish.

15.2 **'Fit and proper person' test for private landlords and agents**

When deciding to grant a licence, Rent Smart Wales must be satisfied that “the applicant is a fit and proper person to be licenced”.

“This requirement is to ensure that those responsible for letting and managing a property in the private rented sector are of sufficient integrity and good character to be involved in the management of the property to which the licence relates. In addition, that they do not pose a risk to the welfare or safety of persons occupying the property”¹².

When deciding whether someone is ‘fit and proper’, Rent Smart Wales will take into consideration whether the applicant has:

¹² ‘Guidance on the “fit and proper person” test for licensing of landlords and agents: Guidance issued to the Licensing Authority under section 20(6) of the Housing (Wales) Act 2014, Welsh Government / Rent Smart Wales, October 2015.

- “committed any offence involving fraud or dishonesty, violence, firearms or drugs or any offence listed in...the Sexual Offences Act 2003”;
- “practised unlawful discrimination on the grounds of any characteristic which is a protected characteristic under...the Equality Act 2010, or victimised another person contrary to that Act, in or in connection with the carrying on of any business”¹³; *or*
- contravened any provision of the law relating to housing, landlords or contract-holders.

The above list is not exhaustive, however, and Rent Smart Wales “must have regard to all matters it considers appropriate”¹⁴.

15.3 If your private landlord isn’t registered or the landlord/agent has not got a licence

Action by Rent Smart Wales or the local authority

Landlords or agents that are not registered, or have failed to comply with the licensing rules may face one of the following penalties:

- a fixed penalty notice;
- a **rent stopping order (RSO)** – this stops rent being paid by the contract-holder for a certain period; *or*
- a **rent repayment order (RRO)** – this requires the landlord to repay any rent received for a certain period and/or housing benefit or universal credit received (i.e. where money from these benefits has been paid to them on behalf of the contract-holder to help them meet their rent).

Contact your local authority or Rent Smart Wales for further information on this topic.

¹³ Ibid

¹⁴ Ibid

Action the contract-holder can take

“Where a landlord has been successfully prosecuted, or a RRO has already been made in respect of housing benefit or universal credit, contract-holders can apply to the Residential Property Tribunal themselves for a RRO so that they can have some of their rent repaid. If you want to do this contact the Residential Property Tribunal Wales”.

“Any application by a contract-holder must be made within 12 months of any conviction or RRO and costs £155 (unless you are on certain income related benefits)”¹⁵. Contact Shelter Cymru for further information.

Restriction on eviction

If your landlord is not registered, and has not either obtained a licence themselves, or appointed an agent who is licensed, **they may not be able to carry out a ‘no-fault’ eviction** – see Age Cymru’s Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction* for further information.

15.4 Checking the register

You can use the Rent Smart Wales public register to check whether your landlord or agent is registered and licensed using the link below, or use their contact details listed in section 18:

www.rentsmart.gov.wales/en/check-register

15.5 Extra licensing requirements for HMOs (houses in multiple occupation)

Mandatory licensing

In **addition** to being registered with Rent Smart Wales, HMO landlords must apply to the local authority for a separate licence to rent out the property as a HMO if:

¹⁵ ‘Landlord registration and licensing’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/finding-a-place-to-live/renting-privately/landlord-registration-and-licensing> (last accessed 2 October 2023).

- it's three storeys or more high;
- contains five or more people;
- there are two or more households living in the property; *or*
- different contract-holders share bathroom, toilet or kitchen facilities.

The local authority will make a decision on whether the property meets an acceptable standard and is well managed before registering it and allowing the landlord to rent it out as a HMO. Landlords need a separate licence for each HMO they own and could be prosecuted and fined for renting out one that is unlicensed.

Additional licensing

Local authorities “can also choose to insist that other smaller HMOs in specific areas be licensed”, You could check with your authority to find out what the requirements are in your area¹⁶.

16 Letting agencies

Letting agencies are businesses advertising, and sometimes managing, homes for rent. If your property is managed by a letting agent, you deal with them instead of the landlord and may pay your rent to them.

16.1 Licensing

As discussed in section 15 above, letting agents operating in Wales, must be licensed with Rent Smart Wales and comply with the Code of Practice mentioned in section 15.1.

16.2 Letting agent redress schemes

Rent Smart Wales require letting agents to belong to one of two redress schemes – either the **Property Ombudsman** or **Property Redress Scheme** (see section 18 below for contact details).

¹⁶ ‘Houses in multiple occupation (HMOs)’, Shelter Cymru website: www.sheltercymru.org.uk/housing-advice/renting/shared-and-subletting/houses-in-multiple-occupation (last accessed 2 October 2023).

If someone has a complaint about a letting agent, they will normally have to complain directly to the agent first. However, following this, an issue can be escalated to the appropriate letting agent redress scheme. You'll be able to check on the Property Ombudsman or Property Redress Scheme websites to ascertain which one the agent is a member of.

16.3 Fees

Letting agents are prevented from charging certain fees – see section 17 below for further information.

16.4 Client Money Protection (CMP)

Letting agents are required by Rent Smart Wales to belong to a government-approved Client Money Protection (CMP) scheme in situations where they handle money from contract-holders (and landlords). CMP schemes ensure contract-holders are compensated if an agency closes down, becomes insolvent or misappropriates your money.

Agents must clearly display a copy of their registration certificate at any office where they deal face-to-face with clients, plus on their website.

CMP schemes include Client Money Protect, Money Shield, PropertyMark, Safeagent and the UK Association of Letting Agents Client Money Protection¹⁷.

16.5 Professional body membership

Some letting agencies are members of professional bodies such as ARLA PropertyMark, the Royal Institute of Chartered Surveyors (RICS) and the UKALA (UK Association of Letting Agents).

These professional bodies usually have a code of conduct that letting agents should adhere to (they usually list members on their websites).

¹⁷ A full list can be found within licence conditions information on the Rent Smart Wales website – see 'Agent Licence Conditions Business Safeguards' available at: www.rentsmart.gov.wales/Uploads/Downloads/00/00/01/89/DownloadFileEN_FILE/Agent-Licence-Conditions-Business-Safeguards.pdf

16.6 Discrimination

Under the *Equality Act 2010*, it is unlawful for a letting agency to discriminate against you as a prospective contract-holder on grounds of:

- disability;
- gender reassignment;
- race;
- religion or belief;
- sex; *or*
- sexual orientation.

This could be by refusing to let a property to you, or by granting you an occupation contract on less favourable terms than usual. If you feel you have been discriminated against, contact the Equality Advisory & Support Service (see section 18 below for contact details).

Note: 'No DSS' policies

Shelter Cymru advise that “it is discrimination for a letting agent to refuse to rent to you because you are on benefits or [for them to] have a ‘no DSS’ policy”¹⁸. This is when “an agent or landlord refuses to rent to anyone who gets benefits [and] could include refusing to let you view a property, even though you can afford it...not considering you for an occupation contract because you’re on benefits” – for example, Housing Benefit or Universal Credit – or “advertising properties as ‘no DSS’, ‘no benefits’ or ‘working professionals only”.

“The courts have ruled that ‘no DSS’ policies are unlawful because they indirectly discriminate against women and disabled people”¹⁹.

Contact Shelter Cymru for further advice on this issue – see section 18 below for contact details.

¹⁸ ‘Letting agents’, Shelter Cymru website: www.sheltercymru.org.uk/housing-advice/finding-a-place-to-live/renting-privately/letting-agencies (last accessed 3 October 2023).

¹⁹ ‘Challenging DSS Discrimination Toolkit’, Shelter Cymru website: www.sheltercymru.org.uk/housing-advice/finding-a-place-to-live/renting-privately/challenging-dss-discrimination-toolkit (last accessed 3 October 2023).

17 Banned fees for landlords and/or letting agents

Since September 2019, there has been a ban on certain letting fees. This applies for all standard occupation contracts.

It is an offence for landlords or letting agents to charge a contract-holder any payment that is **not** specified as a 'permitted payment' by legislation. Below are lists of both permitted payments and fees which are banned.

Permitted payments include:

- your regular rent payments;
- security deposits;
- holding deposits;
- a payment in default (if a contract-holder breaches their contract, though can only be applied "if there is a specific term in the contract allowing for such a payment. If there is no mention of the situation in your contract, then any payment charged is a banned fee"²⁰);
- fees related to late payment of rent (only permitted if you are 7 or more days late and "any interest charged must not be more than the Bank of England's base rate plus 3% APR"²¹).
- where included in the rent, payments for council tax, utilities, a television licence, or communication services.

Charges that are not permitted include:

- checking references or credit checks;
- general administration costs;
- drawing up the written occupation contract;
- occupation contract renewal;
- amending terms in a contract (including where a joint contract-holder leaves and is replaced by someone else);

²⁰ 'Letting fees', Shelter Cymru website: www.sheltercymru.org.uk/housing-advice/paying-for-housing/letting-fees (last accessed 3 October 2023).

²¹ Ibid

- property viewings;
- drawing up an inventory;
- arranging a guarantor;
- property inspections at the end of an occupation contract.

If you believe you have been charged a fee against the rules, contact Selter Cymru for further advice. If you have paid a banned fee to your landlord, they will be unable to evict you using a 'no fault' notice until the money has been repaid – for further information, see Age Cymru's Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*.

18 Useful organisations

Age Cymru Advice

Free and confidential information and advice on matters affecting the over 50s in Wales.

Tel: 0300 303 44 98

E-mail: advice@agecymru.org.uk

Website: www.agecymru.org.uk/advice

Age Cymru organisations (local)

Your local Age Cymru may be able to provide advice and support on a range of issues. **Age Cymru Advice** can provide details of your local Age Cymru (see above), or visit the Age Cymru website at:

www.agecymru.org.uk/local

Citizens Advice Bureaus (CABs)

National network of free advice centres offering confidential and independent advice, face to face or by telephone.

Tel: 0800 702 20 20

Details of your nearest CAB can be found at:

www.citizensadvice.org.uk/wales

Equality Advisory & Support Service

A helpline that can advise people on equality and human rights issues.

Tel: 0808 800 0082

Website: www.equalityadvisoryservice.com

Property Ombudsman (The)

Can help to resolve disputes between consumers and letting agents.

Tel: 01722 333306

Website: www.tpos.co.uk

Property Redress Scheme

Can help to resolve disputes between consumers and letting agents.

Tel: 0333 321 9418

Website: www.theprs.co.uk

Rent Smart Wales

An organisation that processes landlord registrations and grants licences to landlords and agents who are required to comply with the *Housing (Wales) Act 2014*.

Tel: 03000 133 344

Website: www.rentsmart.gov.wales

Shelter Cymru

A charity providing advice to people with housing problems. This includes a wide range of topics, including issues around rent; rights for contract-holders; eviction; homelessness and repairs.

Tel: 08000 495 495

Website: www.sheltercymru.org.uk

Welsh Government

The devolved government for Wales.

Tel: 0300 060 4400

E-mail: customerhelp@gov.wales

Website: www.gov.wales

19 Further information about Age Cymru

19.1 Who we are

Age Cymru is the national charity for older people in Wales. We work to develop and deliver positive change with and for older people.

Our vision is an age friendly Wales.

Our mission is to make life better for older people.

Together with our local partners:

- we provide information and advice;
- we deliver wellbeing programmes;
- we provide independent advocacy;
- we support carers;
- we campaign and research.

Age Cymru

Mariners House
Trident Court
East Moors Road
Cardiff
CF24 5TD

029 2043 1555

www.agecymru.org.uk

Registered Charity 1128436

19.2 How we can help

Age Cymru Advice: our information and advice service for matters affecting people over 50 in Wales

Age Cymru Advice is committed to being the foremost information and advice service to older people in Wales.

We aim to provide effective, accessible, high-quality information and advice while offering a free, impartial and confidential service. Age Cymru Advice can assist older people themselves, their family, friends, carers, or professionals. All of our guides and factsheets are available to download from our website, or you can contact our advice line to have copies posted to you for free.

Local support

Age Cymru Advice also acts as a gateway to our local services. Face to face support via local offices and home visits may be available to people requiring additional or more specialised support.

Getting in touch

If you want to talk to one of our expert advisers, in Welsh or English, call us on **0300 303 44 98**. Our advice line is open between 9am and 4pm, Monday – Friday.

(Calls are charged at the same rate as a call to a standard 01 or 02 number. They will also be automatically included in any landline or mobile inclusive minutes package).

You can also:

- email us at advice@agecymru.org.uk; *or*
- visit our website at www.agecymru.org.uk/advice



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19.3 How you can help

All the information and advice we provide is free and completely impartial. In many cases our timely intervention can be life changing. We are an ageing population and more people than ever are coming to us for support. You can help us be there for those that need us most.

Make a donation

No matter how small or large, donations make a massive difference and help us continue our important work.

Call: **029 2043 1555**

Visit: **www.agecymru.org.uk/donate**

Every donation we receive helps us be there for someone when they need us.

- £10 helps towards a fully trained expert advice worker to respond to queries from people who need the support of our information and advice service.
- £20 helps towards the cost of us producing free information guides and factsheets that provide useful advice on issues affecting people over 50.

Fundraise

Whether it is having a bake sale, running a marathon or knitting small hats for the Big Knit, there are so many ways to raise vital funds to support our work.

Call: **029 2043 1555**

Visit: **www.agecymru.org.uk/getinvolved**

Volunteer with us

All volunteer roles at Age Cymru support us to improve lives and help us work towards an age friendly Wales. However you'd like to get involved, we'd love to hear from you.

Call: **029 2043 1555**

Visit: **www.agecymru.org.uk/volunteer**

Leave us a gift in your will

With a gift to Age Cymru in your will, you can do so much to make sure older people have the support they deserve in the years to come. Leave a world less lonely.

Call: **029 2043 1555**

Visit: **www.agecymru.org.uk/legacy**

