



Response to the Welsh Government consultation on extending the notice period for a no-fault eviction

4th September 2019

Our vision

Everyone in Wales should have a decent and affordable home: it is the foundation for the health and well-being of people and communities.

Mission

Shelter Cymru's mission is to improve people's lives through our advice and support services and through training, education and information work. Through our policy, research, campaigning and lobbying, we will help overcome the barriers that stand in the way of people in Wales having a decent affordable home.

Values

- Be independent and not compromised in any aspect of our work with people in housing need.
- Work as equals with people in housing need, respect their needs, and help them to take control of their lives.
- Constructively challenge to ensure people are properly assisted and to improve good practice.

Our response

Shelter Cymru welcomes the opportunity to respond to this consultation. Although the consultation period has been brief (running for only six weeks over the summer holidays) we've carried out an online survey while also promoting the full Welsh Government consultation. Our survey had 114 people responding: these included 62 private tenants, 24 former private tenants, 13 social tenants, and seven landlords (see appendix 1 for full breakdown). Our survey questions were closely based on the consultation questions, although some were simplified and others omitted (see appendix 2).

This means that although we are responding as a single stakeholder organisation, our response is informed both by our legal expertise and the views of 114 members of the public.

The Welsh Government's proposal with regard to extending minimum notice periods for a periodic standard contract

The minimum notice period for a section 173 under the 2016 Act is two months, similar to section 21 notices currently. The Welsh Government proposes extending this period to six months.

Question 1: *Do you agree with this proposal?*

Yes / No / Don't know

Question 2: *Please tell us why.*

We support this proposal, although the benefits will not be as effective as a complete ban on no-fault evictions, which is what we have [campaigned for](#) and what the First Minister pledged at the 2019 Labour Party Conference. No-fault evictions are a drain on homelessness resources: our Shelter Cymru Live telephone helpline advised 265 private tenants over a three month period (1st April-30th June 2019); of these 31% were seeking help due to no-fault eviction.

The proposal to increase the notice period to six months is a welcome interim measure, to create culture change in the private rented sector and acclimatise landlords to evidencing the need for evictions. However, the long-term aim must still be to eradicate no-fault entirely and we urge the Welsh Government to build this into the legislation so that further reform is achievable post-implementation of the Renting Homes (Wales) Act. The legislation needs to ensure that no matter what the outcome

of the 2021 Assembly election may be, the impacts of this proposed change will still be monitored with a view to further reform if needed.

Our survey found that 85 per cent of respondents supported the proposal. Of the seven landlords who responded, five supported the proposal, with the most commonly cited reason being that 'it's only fair':

'It's less convenient for me but it's the right thing to do.'

'Six months is what is needed for a tenant to find alternative accommodation.'

A total of 13 respondents (11 per cent) were opposed to the proposal, of whom five respondents were opposed because they felt it should go further.

'It may make it easier to find somewhere else to live, but would not lessen the impact of moving from my family home involuntarily. It would disrupt family life and may affect my children's schooling. They may even have to move school. It is not fair to have to go through this simply because I can't afford to buy a house.'

We asked whether people had been evicted in the last two years: 14 per cent said that they had. The main reason given was that the landlord wanted to sell (five responses). The impacts of eviction were described as 'devastating' and 'very stressful':

'I now feel very insecure and wonder, constantly, when it will re-occur.'

'It came at a critical time when my twins were about to sit A-level exams. Pressure to find somewhere to move to was immense, and I faced blatant discrimination as a single parent. One twin worked all through his exams instead of focusing on revision as he wanted to support me. As a result he missed the grades he needs to go to medical school. His whole future put in jeopardy because a greedy landlord didn't want to make repairs to the property to resolve issues with damp.'

'This has been very stressful for both myself and my 15-year-old daughter who is at the most important part of the school year. I am in remission and this is making me feel exhausted both physically and mentally. I do not have family I could stay with. It has made me feel ashamed that I am in this position and I feel totally helpless for the first time in my life, as it is out of my control when the council are not keeping you informed of the process of your application.'

'Devastating. Our mental health all suffered badly. My son attempted suicide and got arrested. My daughter ended up also suicidal. We had to live in a wet, not damp, cold house which was £900 per month and we had no choice but to live there in a dangerous area where the neighbours harassed us because they knew we were homeless. We were stuck there for ten months and it was a miserable existence. My son failed his college and I had to cut back my studies and work due to the pressure. I got pneumonia and ended up in hospital but the council said "tough, you have temporary housing, you have to live in it until you're given somewhere."

'I was evicted four years ago after being in a property that was trashed and derelict. I worked hard on it and did it, and my two teenage sons were then living at home with me. Then the owner decided they wanted to sell. It was a horrendous nightmare and being retired and only on pension credit it was such a horrid experience trying to find somewhere with only two months to do so. It's a miracle I came through it all.'

'I was in private rented accommodation with my husband who at the time suffered strokes and cancer. We were told in the beginning it was hoped we would make it our family home, but when the landlady died and all was passed to her grandson, we were told to leave as he wanted to raise game birds on the land around the property for their annual shoot. It was hell for us, my husband being so ill, and he suffered a few falls whilst I tried to move us out. He was trying to help but couldn't. The agents for the landlord are a well-known firm in <local authority> but they and their "client" couldn't have cared less about us, even resorting to the courts to get us out. We weren't refusing, we were devastated and struggling having had our home there for 11 and a half years. My husband has since died.'

'We had been living there for five years, and were very surprised that we had to leave. Owing to the shortage of suitable accommodation, we ended up living in a guest room in a retirement complex. We have now found accommodation, but it is a small flat, so most of our furniture and all my tools are in storage, which is an extra expense. The stress levels have been unbelievable.'

Question 3: *How do you think a longer notice period will affect you? Please consider both positive and negative impacts.*

In Shelter Cymru's view, the proposal will bring a number of benefits including:

- An increase in judicial oversight of evictions, bringing greater fairness and peace of mind to tenants in the knowledge that if they pay the rent and look after the property, they will have longer to find a new home if their landlord decides to evict
- A strong deterrent to revenge eviction, which frequently features in Shelter Cymru casework – putting tenants in a better position to enforce their right to live in a home fit for habitation
- An effective end to the use of no-fault by housing associations, which we agree with – housing associations are keen to ensure that nobody is evicted from social housing without a good reason, meaning that judicial oversight should not be an unwelcome prospect
- Potentially, better use of homelessness resources and a stronger focus on early prevention – although this will need to be carefully managed to avoid unintended consequences (see below).

In the current market, two months doesn't give enough time to find somewhere to move to that's affordable and suitable. This time pressure was frequently mentioned by respondents to our survey:

'Having had to search for nine months to find a property to rent in <local authority> a few years ago, I know how hard it is to find something suitable in a rural area. The longer tenants have to search the better in my experience.'

'...it is impossible to find another property and arrange the move within two months and so inevitably tenants given two months' notice will either make a poor housing choice out of desperation or will become homeless.'

'We were served with a section 21 notice for alleged rent arrears. In fact, the agent had changed their bank details but omitted to tell us. Fortunately, we were able to prove that we'd paid and she agreed not to enforce the notice – but didn't rescind it, either. A six-month notice period would not have had anything like such a disastrous effect on our health.'

However, although six months is a more realistic length of time to find alternative accommodation, a 'no fault' eviction is still an inherently unfair concept. A number of respondents said they would still be at risk of no-fault eviction and that fear of no-fault would hold back their sense of security and ability to be 'at home'. A truly fair system would not permit landlords to evict someone from their home without having to justify why: this is why we will still be campaigning for an end to no-fault.

Impacts on homelessness

The two month notice period puts great stress on families using local authority homelessness services, who are often told that they must remain in the property, sometimes even until the warrant is executed, because this is less difficult than placing them in temporary accommodation. As well as creating stress and uncertainty this can also lead to court costs (although homelessness services will often pay these out of spend-to-save funds) and increasing rent arrears.

Extending the notice period is an opportunity to prevent homelessness at an earlier stage, allowing more time to find alternative accommodation, access support services, and maximise positions on social housing waiting lists, thereby relieving pressure on temporary accommodation and on family stress. However, we will need to make some changes to homelessness policy and practice, otherwise we may not see these positive benefits and may in fact see current problems worsen. Specifically:

- Some of the homelessness duties in Part 2 of the Housing (Wales) Act are a poor fit for a six month no-fault notice period. For example, the definition of 'threatened with homelessness' has a timeframe of 'within 56 days'. Under this definition, tenants who have received a no-fault notice would be deemed not threatened with homelessness, and would be told to come back when the notice has almost expired. There would be no legal duty to intervene earlier, but failure to do so may lead to much higher rent arrears, deteriorating mental health, and a worsening relationship with the landlord. We are recommending that the Housing (Wales) Act is amended to extend this definition to 'within six months'. Without statutory backing it may be difficult for the Welsh Government to persuade local authorities to carry out early prevention. Additional resources would help to an extent, but local authorities are under great pressure and because of this, we are finding that a culture of minimal statutory compliance is an issue in some areas.
- Similarly, the statutory definition of successful prevention and relief of homelessness is that 'suitable accommodation is likely to be available for occupation by the applicant for a period of at least six months'. This definition

was originally developed with reference to the standard minimum length of a private tenancy. We are therefore recommending that this be increased from six months to twelve.

- A shift towards fault-based possessions will require guidance to local authorities to be revised. For example, it wouldn't be appropriate to insist on tenants going to court to defend possession if their case was weak or if they weren't represented or had Legal Aid. This could lead to tenants having to pay considerable court costs: these can easily spiral into thousands of pounds for section 8 cases currently. Whether or not a case has merit is not always apparent to people without specialist legal knowledge. The Welsh Government will need to ensure that there is access to legal advice for tenants and local authorities – embedded legal advisors may be useful here.
- Higher use of fault-based grounds also has consequences for intentionality. Thanks to the Welsh Government, use of intentional homelessness has declined under the Housing (Wales) Act, and some authorities have already ended its use for households with children, in line with the Welsh Government's anticipated 2019 deadline. Most authorities use intentionality only rarely but a few are still using it regularly – both in terms of formal decisions and informal 'threats' to encourage applicants' compliance. Previous [research](#) has shown the extremely damaging impacts of intentional homelessness decisions on people's lives, especially children's. We are in favour of ending intentionality completely: however, as a short-term measure we would suggest issuing statutory guidance to avoid a spike in intentionality. For example, the guidance could stress the need for a very thorough affordability assessment in arrears cases (some criteria would be useful, perhaps based on the recent case of *Samuels v Birmingham City Council*).
- Finally, allocations policies will need to be revised to ensure that a thorough assessment is done before people's housing applications are penalised when they have been evicted on fault-based grounds. Currently there are at least two local authorities in Wales where people are banned from the waiting list if they have former tenant arrears from privately rented housing – absurdly barring people from affordable housing because they can't afford market rents. This really needs to be addressed in revised guidance from the Welsh Government.

Impacts on the courts

There are a number of options for increasing the courts' capacity to cope with higher numbers of possession hearings, which we know the Welsh Government is already

actively considering. While the idea of a Welsh specialist housing tribunal is attractive, this does carry significant costs and there would need to be Legal Aid available to ensure tenants had advocacy. It may be more practical to focus on improving current systems. Our court duty caseworkers find that there is already good practice in Wales in the management of housing lists: for example, Swansea and Newport are felt to have well-organised approaches. There is also potential to require housing cases to be heard by specialist judges, thereby increasing efficiency and consistency.

Proposal regarding when a section 173 notice can be issued under a periodic standard contract

Under the 2016 Act, a landlord is prevented from issuing a section 173 notice within the first four months of a new occupation contract, starting with the date the contract-holder is allowed to occupy the dwelling. Our proposal is to extend this period from four months to six months, before the Act is implemented.

This, along with an extended notice period of six months, would mean that contract-holders who have started a new contract will have the security of staying in their home for at least 12 months, providing there is no breach of contract.

Question 1: *Do you agree with our proposal to increase the period in which a section 173 notice cannot be issued from four months to six?*

Yes / No / Don't know

Question 2: *Please tell us why.*

Our survey found 89 per cent of respondents in favour of this proposal, including six of the seven landlord respondents. The most commonly cited reason for this was stability:

'Families require stability and this will have a positive impact on all areas of their lives.'

'Better for stability, mental health, being part of community.'

'It does not enable people to settle down and organise their lives, as they are always on tenterhooks about relocating again. My children and I have moved house eight times during their primary and early secondary school years – it does not allow them to settle in any particular place, they are always the newcomer and neither of them have any childhood friends.'

Some pointed out that failure to take this step would annul the benefits of extending the notice period, because it would be likely to become standard practice.

‘It defeats the purpose of the extension, tenants should be more secure in their homes.’

‘It’s common sense as option one won’t work unless this is also in place.’

Question 3: *How would this change affect you? Please consider both positive and negative impacts.*

The positive benefit of greater security was the factor most often raised by survey respondents. More willingness to ask for repairs was also mentioned:

‘I would feel less worried about being able to bring to my landlord’s attention issues that need to be undertaken on the property – more secure about being able to stay in the district for as long as I needed.’

Two landlord respondents said they would need to focus more on forward planning:

‘I’d have to be more certain of my future plans, but it’s only fair.’

Proposal to set further time limits on issuing a section 173 notice under a periodic standard contract

At present, there would be nothing to prevent a landlord or agent from issuing a section 173 notice every six months, so they could evict the tenant should they choose to do so in the next six months. This would result in the extended notice period the Welsh Government proposes being circumvented and a contract-holder having little security during the tenancy as an eviction notice would always be hanging over them.

To avoid this, the Welsh Government proposes placing a six-month restriction on the re-issuing of a section 173 notice after the previous one has expired.

Question 1: *Do you agree with this proposal?*

Yes / No / Don’t know

Question 2: *Please tell us why.*

Pre-emptive issuing of no-fault notices would certainly increase without this proposed measure, undermining the policy intent of creating more secure homes.

Proposal to remove a landlord's ability to end a fixed term standard contract under section 186

Currently, under section 186 of the 2016 Act, a landlord may issue a minimum two months' notice that the contract-holder must give up possession of the property. But the notice cannot require the contract-holder to give up possession before the end of the fixed term period, or within six months of the occupation date (the day on which the contract-holder would have been entitled to enter the property). If the contract-holder does not leave on the date specified in the notice (which will usually be the date on which the fixed term period ends, but could be later), the landlord may make a possession claim to the court.

Leaving this provision in place, whilst extending the required notice period for a section 173 notice to six months, would create a situation where a landlord could circumvent the protections offered for periodic standard contracts.

This is because, with the notice period applicable to a periodic standard contract extended to six months, a landlord may consider short fixed term contracts a preferable option. This could significantly reduce, or indeed negate, the benefits to contract-holders of extending the notice period under section 173. A contract-holder would not get the benefit of the increased security or of the extended notice periods where a landlord chose to offer a short fixed term contract that could be ended (after the end of the fixed term) by giving two months' notice.

Therefore, it is proposed to remove a landlord's ability to issue a notice to end the fixed term contract under section 186. This will mean that, if a contract-holder chooses not to vacate the property at the end of the fixed term, the contract will automatically be replaced by a periodic standard contract (under section 184).

Except in the case of a breach of contract, a landlord who wishes to remove a contract-holder who remains in occupation at the end of the fixed term, will be required to serve a section 173 notice to bring the new periodic standard contract to an end, which would be subject to the amended six-month notice period.

Question 1: *Do you agree with this proposal?*

Yes / No / Don't know

Question 2: *Please tell us why.*

Leaving section 186 in its current form would create an alternative route for no-fault evictions. It makes sense to remove it.

In our survey 85 per cent were in support of this proposal, and 10 per cent were against. Comments included:

‘Because without stopping this loophole the legislation is pointless.’

‘It would be an improvement on the present Section 21 situation, but not ideal. Having a year in one place is slightly better than having to move every six months.’

‘Stability and stops landlords from getting revenge on tenants who complain about repairs left undone.’

‘Again, as above, people need homes and not everyone is able to rent in the social sector or buy a home. So PRS needs to be put in a position that if people want to make a business out of being a landlord they need to understand that what they are providing is a home. And that there is a social consequence to landlords being able to do whatever they want. So the government has to tighten this whole process up. The cost to society otherwise, with local authorities having to pick up the pieces of homelessness being a monumental drain on public funds.’

‘Again absolutely! The security this would give tenants is amazing. Most people can no longer afford to buy, yet rented homes are made to feel like they are not homes, but temporary places that you can lose at any moment because the landlord is playing the system for their own gain. But these are people’s homes and we have a right to continue living in them.’

Use of break clauses

Break clauses allow a landlord or a contract-holder to end a fixed term contract at an agreed point. Whilst they do not automatically form part of every fixed term contract,

they can be requested for inclusion by either party. The inclusion of regular break clauses by a landlord could circumvent the proposals being made in relation to extending security of tenure. For example a three year fixed term contract could be issued which included a term enabling the landlord to issue a possession notice every six months.

There is, therefore, a need to consider the future use of break clauses under the 2016 Homes Act. Three potential ways of doing so are:

- *To limit the permitted number and/or frequency of break clauses under a fixed term contract.*
- *To set a minimum period before a break clause can be exercised.*
- *To prevent the use of break clauses.*

Question 6: *Overall, how beneficial do you consider the continued use of break clauses to be? What are the drawbacks?*

We are in favour of contract-holders' break clauses and opposed to landlords' break clauses.

Contract-holders' break clauses carry distinct advantages as situations do arise when tenants have genuine reasons for leaving mid-fixed term, such as to take up an offer of social housing. However, offering equivalent break clauses to landlords would undermine security of tenure. The landlord-tenant relationship is not an equal one in this respect. A good analogy is employment law, which requires that employers don't end employment contracts mid-term, although employees are permitted to end their contract with appropriate notice.

Our view is that contract-holders should have recourse to break clauses within the fixed term. If landlords are permitted a break clause it must allow a six-month notice period and not be issued during the first six months, in order not to weaken the effect of the legislation. This would not be inconsistent with consumer law. For example, the [model tenancy agreement](#) developed by DCLG provides for a rolling three month break clause for tenants and a one-off break clause for landlords at the six month point.

Proposal with regards to further protection against retaliatory evictions

The Welsh Government proposes that, where a court has deemed a notice under section 173 of the 2016 Act to have been issued in a retaliatory fashion (e.g. to avoid

undertaking repairs reported by the contract-holder) a landlord will be prevented from issuing a further notice under section 173 for six months.

Question 1: *Do you agree with this proposal?*

Yes / No / Don't know

Question 2: *Please tell us why.*

This proposal was supported by 93 per cent of survey respondents. Of the seven landlords who responded four were in favour and three opposed.

The vast majority of respondents felt that nobody should have to live in substandard accommodation, and that landlords should honour their responsibilities to keep properties in a good state of repair. There were 16 spontaneous mentions of direct experiences, either of revenge eviction or the fear of eviction deterring people from asking for repairs:

'Because I live in an old house and it would be nice to ask for some upgrades without feeling vulnerable.'

'I was in a situation where this very nearly happened, but I decided not to push the landlord as my flatmate was incredibly vulnerable and couldn't cope with the stress and anxiety. This protection would enable tenants to have stronger and more protected voices.'

'I have in my work through my environmental health team taken landlords on for the protection of tenants and they have subsequently evicted these tenants because they complained to me about the dangerous state of the property so this proposal... is very much needed.'

'I myself have been through an issue with a landlord renting me a property that was in disrepair and I ended up leaving after six months. He continuously has people in the property for six months and then gets new tenants in to avoid repairs.'

'Our current property has damp, exposed electrics, failing guttering. This has been the case from almost the moment we arrived but we didn't want to say anything because the price was good. No way we're going to push about these things because we don't want to be punished. We don't want to piss off the landlord. We were told right from the start – he doesn't like spending money.'

Shelter Cymru's view is that this proposal would have some benefits for tenants whose landlords have attempted a retaliatory eviction – more time for the repairs to be carried out, and more time to make a compensation claim if needed. However, it's important to ensure that there aren't negative consequences for tenants whose landlords refuse point blank to carry out repairs. In this situation, with a six-month ban on a further s173 notice being served, tenants could potentially be left in substandard or dangerous accommodation for months on end, if they found themselves unable to find anywhere suitable and affordable to move to.

When landlords persistently refuse to undertake repairs, it would be desirable for the Welsh Government to issue guidance to local authorities that tenants ought to be deemed homeless, in that their accommodation is not reasonable to occupy. We do recognise, however, that in the most serious cases where a home is deemed not fit for human habitation, landlords would have a strong incentive to invest in repairs since otherwise tenants are no longer obliged to pay rent.

Question 3: *How would this change affect you? Please consider both positive and negative impacts.*

In the survey, the most commonly cited effect was increased confidence to ask landlords to fix problems.

'Might be more likely to push to have something done about the damp etc.'

'I would feel I could report/ask for repairs to be done without feeling if I complain I will be at risk of being evicted.'

Some felt, however, that it may not be sufficient in situations where landlords persistently fail to carry out repairs.

'I am concerned about the enforcement of this, quality control, people will still be afraid of some landlords.'

'This would offer more security to all tenants, but needs to be paired with proper enforcement and action on repairs.'

'We have a long list of work waiting to be done but I rather suspect we'll have moved on before it's done. This change wouldn't really address that problem.'

A view was expressed that landlords may still use no-fault as a threat, even with a longer notice period in place:

‘Unfortunately it still permits landlords to use section 21 notices as a tool to threaten and intimidate tenants. Tenants may continue to be fearful of reporting disrepair in case they receive a notice. Unfortunately with two dependent children my PRS landlord used the threat of a section 21 to avoid doing repairs and harassed us in the process. Without funds to move quickly this was a very stressful period for the whole family.’

Several landlord respondents commented that this change wouldn’t affect them as they would never carry out retaliatory evictions.

‘It wouldn’t. I am a good landlord!’

Proposal with regards to failure to comply with existing legislation

The Welsh Government is considering additional restrictions to any landlord seeking to issue a notice where they have failed to comply with relevant legislation. This will help drive up standards in the sector and ensure contract-holders live in properties of a safe and suitable standard. Key areas for consideration here are compliance with Gas Safety Certificates and Energy Performance Certificates.

Question 1: *Do you agree with this proposal in principle?*

Yes / No / Don’t know

Question 2: *Please tell us why.*

Such restrictions have proven themselves to be broadly effective ways of securing compliance with requirements such as deposit protection and registration with Rent Smart Wales. Again, however, we would highlight the need for homelessness services to adjust how they support tenants in these situations, to avoid creating the situation where tenants are advised not to report landlords for failure to comply with legislation, because this gives them greater security of tenure. We have seen this happen multiple times with Rent Smart Wales.

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Appendix 1: Survey demographics

Housing status	Private tenant	62	54%
	Previous private tenant	24	21%
	Social tenant	13	11%
	Landlord	7	6%
	Owner-occupier	4	4%
	Homeless	1	1%
	Other	3	3%
Gender	Female	69	61%
	Male	42	37%
	Non-binary	3	3%
Ethnicity	White	113	99%
	Mixed	1	1%
Age	18-24	9	8%
	25-34	18	16%
	35-44	18	16%
	45-54	21	18%
	55-64	22	19%
	65+	26	23%
Children	Dependent children	37	32%
	Non dependent children	2	2%
	No	10	9%
Claiming housing benefit / UC	Yes	38	33%
	No	76	67%

Total sample size was 114 adults. Fieldwork was undertaken between 9th and 27th August 2019. The survey was carried out online.

Appendix 2: Survey questions

Question 2: Have you been evicted in the last two years?

YES / NO

Question 3: If yes, was a reason given?

YES / NO

Question 4: If a reason was given please tell us what it was.

Question 5: Please describe the impact being evicted had on you.

Proposal one

The minimum notice period for a no-fault eviction is currently two months. The Welsh Government proposes extending this period to six months.

This means tenants would have six months to plan their move.

Question 6: Do you agree with this proposal?

Yes / No / Don't know

Question 7: Please tell us why.

Question 8: How do you think a longer notice period will affect you? Please consider both positive and negative impacts.

Proposal two

There is a risk that if notice periods are increased to six months that some landlords may issue an eviction notice at the beginning of the tenancy, just in case they decide to go ahead and evict.

The Welsh Government proposes to stop landlords issuing a notice in the first six months of a tenancy.

This, along with an extended notice period of six months, would mean that tenants who have started a new tenancy will have the security of staying in their home for at least 12 months.

Question 9: Do you agree with the proposal to stop landlords issuing a notice in the first six months of a tenancy?

Yes / No / Don't know

Question 10: Please tell us why.

Question 11: How would this change affect you? Please consider both positive and negative impacts.

Proposal three

Currently a landlord can issue a notice at least two months before a fixed term tenancy ends. This could lead to landlords placing people on short fixed term tenancies so that they can still end a tenancy quickly if they want to. This would mean that tenants are kept on short fixed term contracts with little long term security.

The Welsh Government is proposing to stop landlords being able to serve a notice to end a fixed term tenancy. Instead the tenancy can only be ended by the tenant or by using a no-fault eviction with a six-month notice period after the fixed term tenancy ends.

This means that most tenants will have at least 12 months in the property, and landlords will not be able to get around this by issuing short fixed term contracts.

Question 12: Do you agree with this proposal?

Yes / No / Don't know

Question 13: Please tell us why.

Question 14: How would this change affect you? Please consider both positive and negative impacts.

Proposal four

Some landlords will evict tenants to avoid carrying out maintenance and making repairs. This is called a retaliatory eviction.

The Welsh Government proposes that, where a court has deemed an eviction notice is a retaliatory eviction, a landlord will be prevented from issuing a further notice for six months.

This means tenants can report repairs without having to worry about being evicted for at least 12 months.

Question 15: Do you agree with this proposal?

Yes / No / Don't know

Question 16: Please tell us why.

Question 17: How would this change affect you? Please consider both positive and negative impacts.

Question 18: Finally, is there anything else that you want to tell us about private renting in Wales?