

The background of the slide features a close-up of a board game. Three green, house-shaped wooden blocks are arranged in a diagonal line on a green path marked with black lines. The path leads towards the top right of the frame. Other colored squares (yellow and green) are visible in the background.

WELCOME!
We will begin
at 12:30

Check your speakers
are working.

You should be able to
hear music.

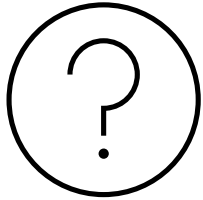
A person wearing a dark suit and a light purple shirt is holding a small, colorful toy house in their right hand. The toy house is made of interlocking plastic blocks in shades of pink, blue, and green. It has a triangular roof with a semi-circular window, a main rectangular body with a window, and a small chimney on the side. The background is slightly blurred, showing a green plant and a desk with a notebook and a pen.

The National HMO Network

AGM & CONFERENCE
May 2023

Introduction

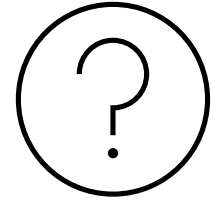
Thanks for coming along



What is the National HMO
Network?



Mo Talukder
Chair



Why do we do
conferences?



Agenda

- AGM & VOTING ON ACCOUNTS
- ROBIN STEWART – LEGAL ROUND UP
- QUESTIONS

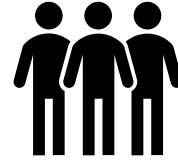
For your information



CPD Certificates

Please remain logged in and attentive during the session

Emailed to you within 24-48 hours.



Steering Group

Want to become part of the National HMO Network steering group?

Particular interest in anyone from local authorities.

Details at the end of the presentation.

Professional development including CPD



November Conference

In person conference

Networking Coffee and Lunch breaks included

Range of HMO topics covered

Discount code

Accounts

y/e 31ST AUG 2022...

NATIONAL HMO NETWORK LIMITED

(REGISTRATION NUMBER: 04866481)
BALANCE SHEET AS AT 31 AUGUST 2022

	Note	2022 £	2021 £
Current assets			
Cash at bank and in hand		15,007	20,335
Creditors: Amounts falling due within one year	4	<u>(22,865)</u>	<u>(22,912)</u>
Net liabilities		<u>(7,858)</u>	<u>(2,577)</u>
Reserves			
Retained earnings		<u>(7,858)</u>	<u>(2,577)</u>
Deficit		<u>(7,858)</u>	<u>(2,577)</u>

For the financial year ending 31 August 2022 the company was entitled to exemption from audit under section 477 of the Companies Act 2006 relating to small companies.

Directors' responsibilities:

- The members have not required the company to obtain an audit of its accounts for the year in question in accordance with section 476; and
- The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.

These financial statements have been prepared in accordance with the special provisions relating to companies subject to the small companies regime within Part 15 of the Companies Act 2006.

These financial statements have been delivered in accordance with the provisions applicable to companies subject to the small companies regime. As permitted by section 444 (5A) of the Companies Act 2006, the directors have not delivered to the registrar a copy of the Profit and Loss Account.

Approved and authorised by the Board on and signed on its behalf by:

.....
R J Price

VOTE NOW

Do you accept the accounts
just presented?



Yes



No



Abstain

Robin Stewart

Anthony Gold Solicitors LLP



Robin is a senior associate at Anthony Gold. He specialises in property litigation, especially landlord and tenant disputes, and the regulatory law relating to rented property.

Robin's practice involves acting for landlords, tenants, property professionals, homeowners and businesses. Robin often acts in tribunal appeals, including appeals against improvement notices and prohibition orders, rent repayment order cases, and financial penalties under housing and consumer rights legislation.

Robin also advises on consumer law and trading standards and advises property professionals with updating their terms of business and tenancy agreements.



Legal Update: Renters Reform

ROBIN STEWART

ANTHONY GOLD SOLICITORS



The Renters (Reform) Bill

- Abolition of section 21 notices and assured shorthold tenancies
- Changes to grounds for possession
 - New right for landlords to give notice if they intend to sell
 - Changes to rent arrears grounds
 - Important other new grounds for possession
- Significant changes to assured tenancies
 - All tenancies periodic
 - No more rent increase clauses
 - Statutory right for tenants to request pet
- Private Rented Sector Ombudsman
- Online portal/landlord's database
- Some new enforcement powers and a lead authority for enforcement



What is not in the Bill (but still promised by DLUHC on 17 May)

- Improvements to court processes
 - “end-to-end digitisation of the process”
 - “explore the prioritisation of certain cases, including anti-social behaviour”
- Decent Homes Standard in the private rented sector
- Prohibiting blanket bans on renting to tenants in receipt of benefits or with children
- Strengthening council enforcement powers

Also not in the bill

- “Rent control”
- Reversal of *Rakusen v Jepson*
- Special treatment for student lettings market



Abolition of section 21 notices

- Abolition of section 21 notice and assured shorthold tenancies
- All ASTs become assured tenancies
- Phased application of these changes
 - New tenancies
 - Existing tenancies
 - Tenancies where notice served & possession claim is proceeding

Changes to tenancies

- Periodic only (no fixed terms)
- Two month NTQ for tenants
- No rent increase clauses
 - Section 13 notices will become more important
- New requirement for a written statement of terms and other information
 - Replacement for How to Rent checklist
 - Specified contractual terms
 - Advance notice that landlord might recover possession based on particular grounds
 - Other information specified in regulations



Changes to grounds for possession

- Major additions to the grounds, which the DLUHC say will be ‘comprehensive’
- Amount of notice: 4 weeks rather than 2 for several important grounds
- Failure to protect deposit stops service of s8 notice except for grounds 7A and ground 14 (nuisance and antisocial behaviour)
- Full summary of proposals here: <https://www.gov.uk/guidance/tenancy-reform-renters-reform-bill>



New Ground 1 – property required for family member

For Ground 1 (excluding the italic heading) substitute –

“At the date specified in the notice under section 8, the current tenancy has existed for at least 6 months and the landlord who is seeking possession requires the dwelling-house as the only or principal home of any of the following –

- (a) the landlord;
- (b) the landlord’s spouse or civil partner or a person with whom the landlord lives as if they were married or in a civil partnership;
- (c) the landlord’s –
 - (i) parent;
 - (ii) grandparent;
 - (iii) sibling;
 - (iv) child;
 - (v) grandchild;
- (d) a child or grandchild of a person mentioned in paragraph (b).

A relationship of the half-blood is to be treated as a relationship of the whole blood.

In the case of joint landlords seeking possession, references to “the landlord” in this ground are to be read as references to at least one of those joint landlords.”

£

Ground 1A – Landlord intends to sell

“Ground 1A

The following conditions are met –

- (a) the landlord who is seeking possession intends to sell the dwelling-house;
- (b) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977 or section 4 of the Rent (Agriculture) Act 1976;
- (c) at the date specified in the notice under section 8, either –
 - (i) the current tenancy has existed for at least 6 months, or
 - (ii) a compulsory purchase order which authorises purchase of the dwelling-house has become operative and the landlord intends to sell the dwelling-house to the person authorised by the compulsory purchase order to purchase it;
- (d) the landlord seeking possession is not –
 - (i) a non-profit registered provider of social housing,
 - (ii) a registered social landlord within the meaning of the Housing Act 1985 (see section 5(4) and (5) of that Act),
 - (iii) a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity, or
 - (iv) where the dwelling-house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing.

In paragraph (c)(ii), “sell” includes transfer.”

Three month waiting period before landlord may re-let

- (3) A person who obtains possession of a dwelling-house let on a tenancy to which this section applies as a result of service of a notice under section 8(3) which specifies Ground 1 or 1A in Schedule 2 must not, before the end of the period of three months beginning with the date specified in the notice under section 8(3)(b) –
 - (a) let the dwelling-house on a tenancy, or
 - (b) market the dwelling-house to let on a tenancy.
- (4) A person who obtains possession of a dwelling-house let on a tenancy to which this section applies as a result of service of a notice under section 8(3) which specifies Ground 1 or 1A in Schedule 2 must not authorise a letting agent to market the dwelling house, before the end of the period of three months beginning with the date specified in the notice under section 8(3)(b), to let on a tenancy.



New Ground 5C – employees of landlord

“The dwelling-house was let to the tenant in consequence of the tenant’s employment –

- (a) by the landlord seeking possession,
- (b) in the case of joint landlords seeking possession, by at least one of them,
- (c) by a previous landlord under the tenancy, or
- (d) pursuant to an agreement between any of those landlords and the employer,

and either –

- (a) the tenant has ceased to be in that employment, or
- (b) the tenancy was granted for the purpose of providing the tenant with accommodation during the early period of their employment, that purpose has been fulfilled and the landlord seeking possession intends to let the dwelling-house to another current or future employee of the employer.

In this ground, “the employer” means the tenant’s employer at the time the tenant entered the tenancy.”



New Ground 6A – compliance with enforcement action

“Ground 6A

Any of the following situations has occurred –

- (a) letting the dwelling-house causes the landlord to breach a banning order under section 16 of the Housing and Planning Act 2016, or would do so if the landlord were to continue to let the dwelling-house;
- (b) an improvement notice under section 11 or 12 of the Housing Act 2004 –
 - (i) specifies the dwelling-house or premises in which the dwelling-house is contained as requiring remedial action, and
 - (ii) specifies overcrowding as the deficiency giving rise to the hazard in respect of which that remedial action is to be taken;
- (c) a prohibition order under section 20 or 21 of the Housing Act 2004 prohibits use of –
 - (i) the dwelling-house,
 - (ii) the common parts, or
 - (iii) any part of the dwelling-house or of the common parts,either for all purposes or for any purpose that is incompatible with continued occupation by the tenant;



New Ground 6A – compliance with enforcement action

“Ground 6A

Any of the following situations has occurred –

- (d) the dwelling-house is or is in an HMO which is required to be licensed under section 61 of the Housing Act 2004, and –
 - (i) the landlord applied for a licence under section 63 of the Housing Act 2004 and the local housing authority refused to grant a licence, or
 - (ii) the landlord held a licence but the licence has been revoked;
- (e) the dwelling-house is or is in a house which is required to be licensed under section 85 of the Housing Act 2004, and –
 - (i) the landlord applied for a licence under section 87 of the Housing Act 2004 and the local housing authority refused to grant a licence, or
 - (ii) the landlord held a licence but the licence has been revoked;
- (f) the dwelling-house is or is in an HMO which is licensed under Part 2 of the Housing Act 2004 or a house which is licensed under Part 3 of that Act and that HMO or house is occupied by more than the maximum number of households or persons specified in the licence.

Amendment to Ground 8 – arrears caused by UC delays

In Ground 8 –

- (a) omit paragraphs (c) and (d);
- (b) at the end insert –

“When calculating how much rent is unpaid for the purpose of this ground, if the tenant is entitled to receive an amount for housing as part of an award of universal credit under Part 1 of the Welfare Reform Act 2012, any amount that was unpaid only because the tenant had not yet received the payment of that award is to be ignored.”



New Ground 8A – three separate instances of high arrears

“Ground 8A

Within a three year period ending with the date of service of the notice under section 8 –

- (a) if rent is payable monthly, at least two months’ rent was unpaid for at least a day on at least three separate occasions, or
- (b) if rent is payable for a period shorter than a month, at least eight weeks’ rent was unpaid for at least a day on at least three separate occasions.

For the purposes of this ground, occasions are “separate” if in between those occasions the amount of the unpaid rent reduced to less than the amount mentioned in sub-paragraph (a) or sub-paragraph (b) (whichever is applicable) for at least one day.

When calculating how much rent is unpaid for the purpose of this ground, if the tenant is entitled to receive an amount for housing as part of an award of universal credit under Part 1 of the Welfare Reform Act 2012, any amount that was unpaid only because the tenant had not yet received the payment of that award is to be ignored.

For the purposes of this ground, “rent” means rent lawfully due from the tenant.”

Amended Ground 14 – conduct 'capable of causing' nuisance or annoyance

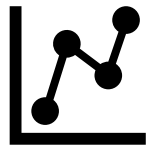
Amendments of Ground 14: anti-social behaviour

- 23 In Ground 14, in each of paragraphs (a) and (aa), for “likely to cause” substitute “capable of causing”.



Online portal / Landlord Database

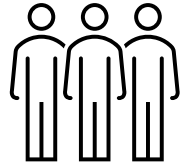
- Landlord entries
- Dwelling entries
- Must have active entries to market or let properties
- Other details contained on the database
- Enforcement of duties



Online portal / Landlord Database

How will the Property Portal interact with the Database of Rogue Landlords?

- We intend for the Privately Rented Property Portal to replace the functionality of the Database of Rogue Landlords relating to private sector landlords.
- We will make certain details relating to offences viewable to tenants and prospective tenants. Opening up this information will ensure tenants can make a more informed rental decision – leading to a better rental experience. However, we will also ensure that this aim is proportionate to landlords' right to privacy.



Online portal / Landlord Database

Will the introduction of the Property Portal mean the end of selective licensing?

- Selective licensing remains a valuable tool when used appropriately and combined with other measures. It enables local authorities to target the improvement of standards and safety in areas suffering from issues such as poor housing quality, high levels of deprivation and anti-social behaviour. It has the ability to drive better outcomes for local residents, tenants and responsible landlords.
- Our plans to deliver a Property Portal will provide access to information about privately rented properties and tackle one of the biggest and most time-consuming barriers faced by local councils when enforcing standards – identifying poor quality and non-compliant properties and who owns them.
- We will work with local councils to gather more information about their selective licensing schemes to ensure the schemes are continuing to deliver the intended outcomes

When will the Property Portal be launched?

- We plan to introduce the Property Portal as soon as possible after the Bill has received Royal Assent.
- We will ensure we have tested it well and that it's working well for all parties before it is introduced.

Landlord redress scheme

- Power for Secretary of State to make regulations creating duty for a residential landlord to be a member of an approved redress scheme
- Regulations will set out detail of how scheme will operate including:
 - Timescales
 - Data sharing
 - Fees
 - Expulsion
 - Powers of redress
- Fine for landlords who do not join
- Decisions can be enforced like court orders



Landlord redress scheme

The Ombudsman will have powers to put things right, including compelling landlords to issue an apology, provide information, take remedial action, and/or pay compensation of up to £25,000.

What is the difference between the Ombudsman, the First-tier Tribunal and local councils?

- The Ombudsman will provide fair, impartial, and binding resolution to many issues relating to property standards, repairs, maintenance, and poor landlord practice and behaviour in the sector. We are designing the Ombudsman to fit seamlessly within the existing system and it will complement, not duplicate, the work of local councils and the courts system.
- The First-tier Tribunal is part of the courts system. Disputes which will still require judgments from the First-tier Tribunal include rent disputes, appeals by landlords against financial penalties imposed by local councils and applications to recover prohibited fees under the Tenant Fees Act.
- Local councils play a role in enforcing a minimum regulatory standard. The Ombudsman is not an enforcement or regulatory body but instead focuses on protecting tenants' consumer rights and providing a route to redress where a landlord has failed to put something right for a tenant following a legitimate complaint.

Right to request pets

- New implied contractual term that:
 - A tenant may keep a pet at the dwelling-house if the tenant makes a request and the landlord consents;
 - Requests must be in writing and give a description of pet;
 - Consent is not to be unreasonably refused by the landlord;
 - Landlord is to give or refuse consent in writing on or before the 42nd day after the date of the request, with extensions in certain circumstances.
- Landlords can refuse because superior landlord will not allow pets
- Landlord can require tenant to obtain or pay cost for insurance against pet damage
 - Tenant Fees Act is amended to allow this



Definition of pet

“pet” means an animal kept by a person mainly for—

- (a) personal interest,
- (b) companionship,
- (c) ornamental purposes, or
- (d) any combination of paragraphs (a) to (c);



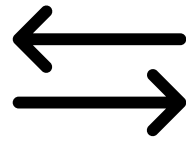
Pets and Landlord Redress Scheme in practice

- What can tenant do if landlord unreasonably refuses to allow pet?
 - Get one anyway
 - Court proceedings
 - Landlord redress scheme?



What next for the Bill?

- Second reading and then committee stage in Parliament
- Expect amendments:
 - Government to add missing provisions?
 - Weakening of some grounds?
 - Fixing some weaknesses and loopholes
- Lots of the detail will be contained in regulations to be made by ministers
- In force by...?
- Gradual application to existing ASTs



Government guidance on implementation

When will the changes be implemented?

- We will implement the new system in two stages, ensuring all stakeholders have sufficient notice to implement the necessary changes.
- We will provide at least 6 months' notice of our first implementation date after which all new tenancies will be periodic and governed by the new rules including the changes to renting with pets. The date of this will be dependent on when the Bill has received Royal Assent.
- To avoid a two-tier rental sector and to make sure landlords and tenants are clear on their rights, all existing tenancies will transition to a new system on the second implementation date. We will allow at least 12 months between the first and second date.

Questions

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November Conference

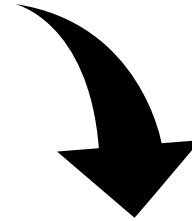
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Thank you!