

Jayne Bryant AS/MS  
Ysgrifennydd y Cabinet dros Lywodraeth Leol a Tai  
Cabinet Secretary for Housing and Local Government



Llywodraeth Cymru  
Welsh Government

John Griffiths MS  
Chair of the Local Government and Housing Committee

[SeneddHousing@senedd.wales](mailto:SeneddHousing@senedd.wales)

8 November 2024

Dear John

### **Renters' Rights' Bill Legislative Consent Motion**

Thank you for your letter of 25 October seeking clarification on several issues related to the Legislative Consent Memorandum (LCM) I laid in relation the Renters' Rights Bill. I have addressed the questions in the order they were asked in your letter.

I believe expediency remains a valid reason for seeking to introduce these provisions in Wales through a UK Government Bill, as the current estimate is that this Bill will receive Royal Assent sometime next year. We could not introduce a Senedd Bill and achieve Royal Assent within the same period without having a serious impact on the current legislative programme. The other choice would be to wait for a legislative opportunity sometime in the future, most probably during the next term of Government, which would put tenants in Wales at a disadvantage compared to tenants in England and Scotland.

While the Renting Homes (Wales) Act 2016 only requires a period of 14 days for landlords to update contracts to reflect legislative changes, there will be some lead-in time before commencement of the relevant provisions in the Bill for landlords and agents to prepare. Landlords and agents will be informed of the new requirements through Rent Smart Wales communications.

It remains our view that criminal enforcement is the preferred approach as it reaffirms the gravity of the situation should a landlord behave in a discriminatory way. Rent Smart Wales must consider whether a person is "fit and proper" to hold a licence. Evidence of criminal behaviour, such as a criminal conviction, can potentially result in the removal of the

Canolfan Cyswllt Cyntaf / First Point of Contact Centre:  
0300 0604400

Bae Caerdydd • Cardiff Bay  
Caerdydd • Cardiff  
CF99 1SN

[Gohebiaeth.Jayne.Bryant@llyw.cymru](mailto:Gohebiaeth.Jayne.Bryant@llyw.cymru)  
[Correspondence.Jayne.Bryant@gov.Wales](mailto:Correspondence.Jayne.Bryant@gov.Wales)

Rydym yn croesawu derbyn gohebiaeth yn Gymraeg. Byddwn yn ateb gohebiaeth a dderbynnir yn Gymraeg yn Gymraeg ac ni fydd gohebu yn Gymraeg yn arwain at oedi.

We welcome receiving correspondence in Welsh. Any correspondence received in Welsh will be answered in Welsh and corresponding in Welsh will not lead to a delay in responding.

ability of a landlord or agent to be able to operate as a licensed person in Wales, which could have severe financial implications for their business which would go beyond a court-imposed fine.

We do not have data on current occupation contracts which may contain discriminatory clauses. The practical difference of only applying these provisions to new contracts would be that if these clauses exist in a contract currently, then those tenants could be subject to those discriminatory clauses for many years to come. This would be clearly unfair on those tenants who do not want to, or cannot, move out of their current property. We have not consulted on these changes.

Commencement of clause 46 will be kept under review as will the exercise of the power itself. This means that, in future, should we wish to exercise the power, we could bring in additional cohorts should there be evidence of discrimination which goes further than those currently identified in the Renters' Rights Bill.

Clause 47 grants the Secretary of State the same power as the Welsh Ministers in Clause 46, albeit only where provision would relate to reserved matters and fall outside the legislative competence of the Senedd. This power could only be exercised should a change be needed which falls outside of the legislative competence of the Senedd. We agree with its inclusion, but we are not seeking consent for clause 47 as the clause re-affirms that the Secretary of State can make provisions in relation to areas where the Welsh Government do not have devolved powers. If the Secretary of State wishes to use these powers, then they would have to consult with relevant stakeholders.

In relation to clause 70, there are a small number of English-based Registered Providers (RPs) who own and rent social housing stock in Wales, and the Housing Ombudsman can investigate complaints about social housing providers who operate across the Welsh border. The amendments relate to the devolved matter of housing, as far as they relate to RPs with housing stock in Wales and will affect tenants in Wales of such social housing. Whilst the amendments will have minor impact given the small number of England-based RPs with social housing stock in Wales, the amendments nonetheless relate to the devolved matter of housing.

In terms of clause 29(2), some housing legislation still cross-refers to legislation that links to the assured tenancy regime despite there currently being no assured tenancies in Wales following the implementation of Renting Homes. As an example, Schedule 12 of the Renting Homes (Wales) Act 2016 refers to various grounds under the Housing Act 1988 if the tenancy were an assured tenancy before the appointed day. A landlord may claim possession of a dwelling in relation to a converted contract which was an assured tenancy using any of the grounds referred to in paragraphs 28 and 29. These provisions remain unchanged by the Renters' Rights Bill (see paragraph 50 of Schedule 2).

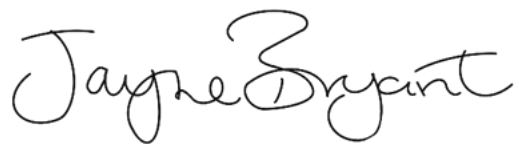
UK Government did not extend an invitation for inclusion in the provisions regarding pets. I would however draw your attention to the White Paper on securing a path towards Adequate Housing, including Fair Rents and Affordability, which contains our proposals to support people renting with pets.

We will keep a watching brief on how the changes to the assured tenancy regime in England develop. We have always been clear that it is far preferable for a tenant to be given a longer notice period if they are going to be evicted through no fault of their own. It should be noted that the Renters' Rights Bill still gives the landlords grounds to evict a tenant when they are not at fault, such as if a landlord wants to house a relative or sell the property. Some of the "no fault" grounds which this Bill allows for give extremely short notice periods, such as two-weeks' notice if the property is to be rented to students. As such, it

remains my belief that we have taken the right approach for tenants in Wales by providing extended notice periods through the Renting Homes (Wales) Act 2016.

I hope that this letter addresses your questions about the LCM.

Yours sincerely

A handwritten signature in black ink that reads "Jayne Bryant". The signature is written in a cursive, flowing style.

**Jayne Bryant AS/MS**

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