



# **Cynulliad Cenedlaethol Cymru** **The National Assembly for Wales**

## **Y Pwyllgor Cymunedau, Cydraddoldeb a** **Llywodraeth Leol** **The Communities, Equality and Local Government** **Committee**

**Dydd Mercher, 22 Ebrill 2015**  
**Wednesday, 22 April 2015**

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Cofnodir y trafodion yn yr iaith y llefarwyd hwy ynnddi yn y pwyllgor. Yn ogystal, cynhwysir trawsgrifiad o'r cyfieithu ar y pryd.

The proceedings are reported in the language in which they were spoken in the committee. In addition, a transcription of the simultaneous interpretation is included.

**Aelodau'r pwyllgor yn bresennol**  
**Committee members in attendance**

Peter Black	Democratiaid Rhyddfrydol Cymru Welsh Liberal Democrats
Christine Chapman	Llafur (Cadeirydd y Pwyllgor) Labour (Committee Chair)
Alun Davies	Llafur Labour
Jocelyn Davies	Plaid Cymru The Party of Wales
Janet Finch-Saunders	Ceidwadwyr Cymreig Welsh Conservatives
John Griffiths	Llafur (yn dirprwyo ar ran Gwenda Thomas) Labour (substitute for Gwenda Thomas)
Mike Hedges	Llafur Labour
Gwyn R. Price	Llafur Labour
Rhodri Glyn Thomas	Plaid Cymru The Party of Wales

**Eraill yn bresennol**  
**Others in attendance**

Neil Buffin	Uwch Gyfreithiwr, Y Gwasanaethau Cyfreithiol, Llywodraeth Cymru Senior Lawyer, Legal Services, Welsh Government
Lesley Griffiths	AC, y Gweinidog Cymunedau a Threchu Tlodi AM, Minister for Communities and Tackling Poverty
Simon White	Rheolwr y Bil, Llywodraeth Cymru Bill Manager, Welsh Government

**Swyddogion Cynulliad Cenedlaethol Cymru yn bresennol**  
**National Assembly for Wales officials in attendance**

Claire Morris	Clerc Clerk
Sarah Sargent	Dirprwy Glerc Deputy Clerk
Jonathan Baxter	Y Gwasanaeth Ymchwil Research Service
Helen Roberts	Cynghorydd Cyfreithiol Legal Adviser
David Smith	Ymgynghorydd Arbenigol Expert Adviser

*Dechreuodd y cyfarfod am 09:49.*

*The meeting began at 09:49.*

**Cyflwyniad, Ymddiheuriadau a Dirprwyon  
Introductions, Apologies and Substitutions**

[1] **Christine Chapman:** Good morning, everyone. We've had apologies today from Gwenda Thomas AM; John Griffiths is substitute, so welcome again, John. We've also had apologies from Mark Isherwood.

**Bil Rhentu Cartrefi (Cymru): Sesiwn Dystiolaeth 1—Y Gweinidog Cymunedau a  
Threchu Tlodi  
Renting Homes (Wales) Bill: Evidence Session 1—Minister for Communities and  
Tackling Poverty**

[2] **Christine Chapman:** The first item today is the Renting Homes (Wales) Bill. I think I've got a declaration of interest.

[3] **Alun Davies:** Yes, if I could put a declaration of interest on the record. I am a private landlord.

[4] **Janet Finch-Saunders:** I'll do the same.

[5] **Christine Chapman:** Right, okay; thank you. This is the first evidence session on the Renting Homes (Wales) Bill. Today, we will be hearing from the Minister for Communities and Tackling Poverty, so can I welcome Lesley Griffiths AM, Minister for Communities and Tackling Poverty, Simon White, Bill manager, Welsh Government and also Neil Buffin, senior lawyer, Legal Services, Welsh Government?

[6] Minister, thank you for coming in today with your officials. Obviously this is a very complex Bill. We will be returning to this, I think, over the next few weeks. But I just wanted to start off with a fairly broad question: could you tell me how you envisage the Bill interacting with the Housing (Wales) Act 2014?

[7] **The Minister for Communities and Tackling Poverty (Lesley Griffiths):** Thank you, Chair, and I'm very pleased to be here to have the opportunity to start the discussion. As you say, it is the start of a longer conversation and journey, I think. It is a very complex and technical Bill and, I think, having come into the portfolio six or seven months ago, you realise that housing law is so complex and what we want to do is, obviously, simplify that. I do see it as a key contribution to the wider strategy; it will complement the housing Act of 2014. If you think about that housing Act, Part 1 of it focuses on the letting and management practices of landlords and their agents and Part 4 addresses the management of social housing. So, I do very much see this Bill as complementing that.

[8] **Christine Chapman:** Just moving on to the aspect of common law, can you just explain how the Bill adequately expresses the common law as it stands, and how you will make later amendments if the common law develops in a way that you are not anticipating?

[9] **Lesley Griffiths:** It doesn't express common law, as such; it sets out statutory provision, although, in some cases, it does adopt common law concepts. But I think I'll let Neil answer this a bit more.

[10] **Mr Buffin:** Yes, thank you, Minister. In terms of common law development, common law is developed in the light of statute, so common law will be developed in the light of what the Bill actually proposes. But, as is the case with common law systems, there

are times when the courts may interpret provisions in a way we wouldn't see them; in which case, we would have to legislate. But that is something that happens. It has happened recently in the UK Government with tenancy deposit schemes, although the basic premise is that the Bill is what the Bill is and the common law is developed in the light of that.

[11] **Christine Chapman:** So you're not expecting any undue issues.

[12] **Mr Buffin:** We would hope not.

[13] **Christine Chapman:** Okay. Thank you. John.

[14] **John Griffiths:** Yes, if I could also ask a general question, Chair: to what extent does this Bill then go beyond consolidation and tidying up of existing legislation and dealing with the common law history that we have? To what extent is it about that consolidation and tidying up rather than introducing new standards, different rights and obligations for landlords and tenants? Is it essentially consolidation and tidying up, or does it do more than that?

[15] **Lesley Griffiths:** I suppose it's a bit of both really. There will be a lot more benefits from this Bill. We are simplifying a lot of things, but we're also giving more protection, I think, both to tenants and to landlords. I think it's about striking the balance. There are some issues that I know landlords are not going to be happy with and there are some issues that tenants—. You can't please all of the people all of the time. So, I think there is an element of benefiting both of those partners. We're introducing new measures to help tenants and, also, what we want to do is increase housing for people, particularly for people on lower income, to be able to rent. One in three people—1 million people in Wales—now rent their homes. So I think it's really important that we do address that.

[16] In relation to whether we are consolidating, there are so many pieces of housing law—it is so complex—and, again, I'll ask Neil to say a bit more about this. So, I think it is a bit of both, really.

[17] **Mr Buffin:** In effect, it's the creation of a new system. So, to say that it's consolidating—it is not consolidating existing law to carry on the existing system, but it is picking up strands from obviously existing law: the Housing Act 1985, the Housing Act 1988 in particular, the landlord and tenant legislation and other housing Acts, and bringing them together in a unified and cohesive whole in terms of future renting arrangements in Wales.

[18] **Christine Chapman:** Okay. I've got Alun, then Peter and then I'll move on to Jocelyn. Alun.

[19] **Alun Davies:** Thank you very much. Following on from John's question on the purpose and the scope of this Bill, you said, Minister, in response to John, that one of the purposes was to increase the opportunities for renting in Wales, but surely one of the prime purposes of the Bill has to be to increase the quality of housing available as well and not simply the quantity of housing available to people. I think that all of us out campaigning at the moment will have witnessed some pretty poor examples in the private rented sector of the standard and quality of housing available. Surely a purpose of this Bill has to be to increase the quality of housing available to people as well.

[20] **Lesley Griffiths:** Yes. Thank you. One of our requirements will be to have the fit-for-human-habitation standard. So, housing will have to be up to that standard. I think it's about being proportionate. The obligation within the contracts that it has to be fit for human habitation is very important and will increase the standards.

[21] **Alun Davies:** Is that the breadth of our ambition—fit for human habitation? For me,

as a Labour Member, and you as a Labour Minister, I would have hoped that our ambition went beyond being fit for human habitation.

[22] **Lesley Griffiths:** As I say, it's about being proportionate. We have the Welsh housing quality standard, for instance, for social housing. To have that sort of standard—I don't know if that's what you're thinking about, but to have that sort of model, as you say, for private rented sector—I don't think this Bill would be the vehicle for doing that. I think you'd have to have a different Bill. I do think it's about being proportionate. One of the things I want to see coming out of having this Bill is to have more access to homes.

[23] **Alun Davies:** But, would you like to see that sort of quality standard in practice?

[24] **Lesley Griffiths:** It's something to think about, but this Bill would not be the right vehicle for that.

[25] **Christine Chapman:** Peter and then Jocelyn.

[26] **Peter Black:** Minister, you've already got the tools to do exactly what Alun Davies is asking in terms of the previous housing Act from last year and a code of practice, which I think you issued for consultation. Yet, that code of practice doesn't address the issue and what you and Alun have both expressed you want to do. How does this Bill tie in with what you do for that code of practice and the requirement for landlords to register, et cetera?

[27] **Lesley Griffiths:** You're right. The housing Act will ensure that we have landlords registered. We're working on that code of practice now. But, I do think, as I say, that it's about being proportionate. I think that our measure to have 'fit for human habitation' will provide us with much more of a higher standard of rented accommodation than we're seeing at the present time.

[28] **Peter Black:** Just one more question. You said just a minute ago that one in three people in Wales rent. Do you actually have figures for the number of social tenants and also the number of private tenants in Wales?

[29] **Lesley Griffiths:** We do.

[30] **Mr White:** Yes, we do. In terms of dwellings, you're talking about 190,000 dwellings in the private rented sector. In total, rented dwellings are just over about 415,000—something like that. So, the remainder would be social rented, split between local authorities and registered social landlords.

[31] **Peter Black:** So, is that 190,000 dwellings and also 190,000 tenants, or is there more than that?

[32] **Mr White:** It is 190,000 dwellings. Obviously—

[33] **Peter Black:** Some will be multiple occupation.

[34] **Mr White:** There will be more people living in them.

[35] **John Griffiths:** Can I just ask what the source of those statistics is? Where do you draw the statistics from?

[36] **Mr White:** Certainly. They come from the dwelling stock estimates that are produced by the Welsh Government, based on census statistics, and which are then updated to take account of new build and demolitions, et cetera. So, they're produced on an annual basis. I

think the latest one is about to come out at the end of this month.

[37] Can I add a point on the fitness for human habitation issue as well? I think it's worth flagging as well that one of the other key developments is that we are going to ensure that the landlords' repairing obligation has to be included in the contract, whereas, at the moment, there's not even a requirement for a landlord to issue a contract. So, we will make sure that contracts are issued and that the repairing obligations are on the face of the contract. I think, as well as the requirement for the property to be fit for human habitation, there is also a regulation-making power to actually set out what that means in practice. So, there would be scope over time to extend what that means. But, it's about being proportionate. Clearly, there would be a concern if costs suddenly went up massively for private landlords. There would be concerns about investment issues in the sector, et cetera. So, I think we've got to take it in a proportionate way. But, I think it gives us scope to do that.

[38] **Jocelyn Davies:** Well, you know my view on fit for human habitation—I think it's the bare minimum and I don't see that as raising standards.

[39] You mentioned in your brief introduction that this should be seen in the context of the last Bill. I can't see any read across between this Bill and the last Bill. There isn't any there, is there?

10:00

[40] **Lesley Griffiths:** Well, I think there is, for the reasons outlined. I do think it—

[41] **Jocelyn Davies:** You must be a better reader than me. I'll just leave that with you—that I'd like to see a read-across between this and the other Bill.

[42] Now, under this Bill, fundamental provisions will be incorporated into the contract unless there's been agreement between the landlord and the contract holder not to, and if it improves the position of the contract holder. So, there have been concerns about who's going to be the judge of whether there's been an improvement, and in whose opinion. I'd like to see it in the opinion of the contract holder, actually, because we could have the same landlord, we could have identical properties, and an improvement for you might not be an improvement for me, depending on my circumstances. So, what criteria are you going to be laying down by which we can judge whether something's an improvement for the contract holder?

[43] **Lesley Griffiths:** It's not possible to set out in the Bill criteria for all eventualities. You made the very good point that what's an improved position for one person wouldn't be an improved position for another, maybe. It's very subjective, but I think it's right that the contract holder takes a view on their position, and if they think it hasn't improved, then they could seek advice—they could go to Shelter Cymru, for instance, or Citizens Advice—and of course, ultimately, it's the court that is the last stop for them.

[44] **Jocelyn Davies:** Why not just allow the law to say 'in the view of the contract holder' if it's an improvement, rather than let judges decide whether an improvement is an improvement for them? Why would you want to increase—? I guess this is the development of the common law that we were hearing about, so—

[45] **Lesley Griffiths:** Because it's subjective.

[46] **Jocelyn Davies:** If it's subjective, why don't you put it on the face of the Bill: 'in the view of the contract holder'?

[47] **Mr Buffin:** I think there may be issues around natural justice if we went down that

route. If you have a dispute between two parties, you would normally have an objective bystander, as it were, i.e. the judge, who would come to a view on that. So, I think there would be problems in that approach.

[48] **Jocelyn Davies:** Well, I think that we'll be disagreeing about that, because if you are saying that this—. I mean, you're introducing a new concept, but not saying in whose view—. So, in the view of the courts, whether this is an improvement—. I don't really want to be bringing legislation that means that we're going to be busy in the courts and bothering people to take things to court to prove whether something's an improvement for them or not.

[49] In terms of supplementary terms, they're not on the face of the Bill. How do you justify having regulation-making powers for those provisions?

[50] **Lesley Griffiths:** Well, we've got fundamental terms set out as provisions in the Bill to address primary contractual rights and obligations, so supplementary terms would deal with more practical matters—for example, who would pay council tax. I think there are likely to be many supplementary terms, and I think that was illustrated by the illustrative contracts that were given by the Law Commission. Supplementary terms also reflect supplementary provisions. That will be set out in regulation, and, as I said, we have to have the flexibility to change them. Given that they are going to be dealing with practical matters, I think we need that flexibility.

[51] **Jocelyn Davies:** So, the justification is that it would make the Bill much longer to detail all of those, you'd be afraid that you might leave something out, and they might need to change from time to time.

[52] **Lesley Griffiths:** So, it's better to have them in regulations.

[53] **Jocelyn Davies:** The other thing that I was wondering about in this Bill is why there is no attempt at all to control rents. As you said, there are a million households, was it, or a million people renting.

[54] **Lesley Griffiths:** A million people.

[55] **Jocelyn Davies:** Rents are very high, sometimes 40 per cent of people's income, and there is no provision here at all for contract holders to challenge rent increases. So, why are you not giving that right to tenants?

[56] **Lesley Griffiths:** Just before I move on to that question, I should say that I will consult fully on the supplementary terms as well, just to reassure people. In relation to rent controls, I think we have to be very careful about rent controls because, if it wasn't introduced—. Sorry—at the moment rent controls—. There are only 10 cases, so, out of—I think it was—300,000 cases, there were only 10 where it was challenged. So, the residential property tribunal deals with a very small number; I think it was six in one year and four in the next. So, in half of those cases, the committee has either confirmed the rent being proposed by the landlord or it has set a higher rent. So, what this Bill does is make provision for assured tenants to whom this right would apply to continue to have access to that, but, because we think it's got very limited usage, and very limited effectiveness, that's the reason and the rationale behind that.

[57] **Jocelyn Davies:** I see. You know, it's something that we'd hear often: that people are worried about increases in rents; and certainly from people who responded to the consultation, they've said that it appears that people will have fewer rights in challenging rent increases under this legislation than they currently enjoy. So, are you saying, then, that case law again is a sufficient protection against excessive rent increases, and why are you content

again to leave these matters to the courts?

[58] **Lesley Griffiths:** Well, you know, Welsh Ministers will have the powers to make regulations in respect of a rent review. I think it's something that we need to look at. This is a transitional provision. I think that I am right in saying that, and I am looking at Neil.

[59] **Mr Buffin:** Yes.

[60] **Lesley Griffiths:** So, it is something that we could come to. I do accept that it could be perceived as a risk. I think that's something that we need to look at as we're going through the Bill.

[61] **Mr Buffin:** Yes, just to clarify in relation to existing tenancies that convert, the Welsh Ministers will be required to make regulations that allow for review. So, the continuation of that system for existing tenants.

[62] **Jocelyn Davies:** Okay. In terms of the length of the model contracts, you know that there's—. I mean, I've heard all sorts of different figures bandied that these model contracts are going to be 60-odd pages or whatever. I don't know how many pages there are going to be, but people are saying it's going to be more complicated and much different to what landlords are used to. So, have you got any response to that—that the complication and the length of the contracts are going to make it inaccessible, in fact, to contract holders to actually digest?

[63] **Lesley Griffiths:** Well, absolutely. It won't be inaccessible. I think it's really important we get it right. I think that rather than focusing on the number of pages, to me, the important thing is to focus on the number of words, because you can have—. If you think about a credit card application, the writing is tiny, tiny. I used to work in an eye department and I am absolutely adamant that you have to be able to read it. So, you could make it fewer pages if you make the font smaller. That's something that's been raised with me. I think that what's really important is that they have all the information that's needed in it; that all the relevant rights and obligations for both landlords and contract holders are in it. They may need to refer to it at times. No way will it be inaccessible. It's got to be clear and it's got to be not complex at all. It would be easier to produce one with much fewer than 60 pages. I don't know whether it will be 60 pages; I don't think it will be. That's certainly not the intention. As I say, you could have one much smaller. There will be very plain and concise guidance issued with them. What I think is that you can't make a contract short. What's important to me is the effectiveness of the legislation, not the length of the contract. But, of course we will look at it.

[64] **Jocelyn Davies:** Will you trial it with ordinary people who are not lawyers?

[65] **Lesley Griffiths:** Yes, absolutely.

[66] **Jocelyn Davies:** Sorry, Neil. [*Laughter.*]

[67] **Lesley Griffiths:** No, it's okay. He's—[*Inaudible.*]

[68] **Jocelyn Davies:** You'll trial it with ordinary people, just to test it out, to see whether they can understand it, because sometimes—. We used to call people tenants, but now they are contract holders, and people have to understand that that's what they're going to be.

[69] **Lesley Griffiths:** Yes. To be honest, I'm going to test it on myself because, obviously, down here I rent. So, I think I'm going to test it on myself.



- [70] **Jocelyn Davies:** But you are the Minister for housing [*Laughter.*]
- [71] **Rhodri Glyn Thomas:** You certainly should. [*Laughter.*]
- [72] **Christine Chapman:** Peter wanted to come in on a supplementary question, and then I'll go back to Jocelyn.
- [73] **Peter Black:** Thirty pages, using 12 point is about 15,000 words.
- [74] **Lesley Griffiths:** Say it again—thirty pages—
- [75] **Peter Black:** Thirty pages, using 12 point is about 15,000 words. That's a lot of words for any tenant to be able to get their head around.
- [76] **Lesley Griffiths:** So, this is going to be about 9,000 words. So, it should be a lot less.
- [77] **Peter Black:** Well, you say that it is a 30-page contract.
- [78] **Lesley Griffiths:** Well, as I say, to me the important thing is the word count, not the number of pages.
- [79] **Peter Black:** The point that I'm making, Minister, you know, is that you're saying that the word-count of 15,000 or 9,000 words over 30 pages makes a very thick document. There are a lot of clauses in there, and a lot of conditions. It's very difficult to get your head around. Aren't you actually making things more difficult for tenants to actually understand what their rights are by giving them a document that is effectively full of—? Well, it may not be full of jargonese, but full of different clauses and conditions when it would be far simpler to try to get this down to a much more manageable document that tenants were able to handle, and landlords as well. Both of them are going to struggle with the size of this contract.
- [80] **Lesley Griffiths:** That's absolutely the aim. I'll hand over to Simon.
- [81] **Mr White:** Perhaps I could just clarify the number of words issue to start off with. The document that the Law Commission produced is an illustrative model contract, which is what we're basing that on. That was about that length—some 9,000 words. The reason that it went to about 25 pages—which I think it was—is because, actually, they produced it with lots of space on the page, and that's part of making the document accessible. So, I think that's why—
- [82] **Peter Black:** With pictures as well?
- [83] **Mr White:** Well, certainly, one of the things we are looking at is—. There will need to be additional guidance around that. We accept that. A contract has to be capable of standing up in court, so it's got to fulfil that purpose. We've produced and consulted on some straightforward guidance—a sort of two-page summary—just summarising what the main parts of the contract mean, so that people can—. That would be their first port of call and then they would be able to get into the contract in more detail. So, I think it's having that sort of easy-read guidance around it as well, and we are also looking at easy-read guidance that will include pictures to illustrate things like anti-social behaviour that tenants mustn't engage in. So, there will be other information around the contract, which we think will be useful as well.
- [84] **Peter Black:** It's still a lot of paper that landlords are going to have to print out. Is any of this going to be available electronically, which people can access so that they don't have to print out 30 pages every time they have a new tenant?

[85] **Mr White:** We have made provision in the Bill for electronic contracts, but we do think it has to be at the agreement of the contract holder, because not everyone, obviously, is IT literate, et cetera. So, if the contract holder's happy to have it electronically, that's fine, they can have it electronically and I think that will work for a lot of people.

[86] **Lesley Griffiths:** But, I think that's a really important point, because we don't want to exclude people.

[87] **Peter Black:** I understand that.

[88] **Jocelyn Davies:** Not everybody can read. They'll definitely be excluded. So, we need to have the language in this, the average, you know—

[89] **Lesley Griffiths:** Simple.

[90] **Jocelyn Davies:** Simple, kind of reading age of 10 or 11 that is easily understood. So, not to make it complicated. Sometimes, when you try to explain something in so much detail, it just becomes a nonsense and it's not understandable. So, I'm glad. And, of course, it will be available bilingually, so, Peter, that'll double the number of pages, but it'll be available bilingually if people require it.

[91] **Lesley Griffiths:** Yes. And, obviously, if you think about housing associations, they have Welsh language schemes, so they'll have to fulfil their obligations.

[92] **Jocelyn Davies:** No doubt we'll explore that later. Can I ask you about the joint contracts? You'll understand that, certainly, they are very much welcome, especially in the social rented sector, but there are concerns that have been raised by landlords that, of course, before they rent a property to anyone, they carry out an assessment of whether that person can afford the rent. If it's a joint contract and one of the contract holders leaves, how do they know that the other person, then, will be able to afford the rent on their own? There are concerns that arrears then may accrue. So, how do you feel about that in terms of those concerns that are being raised, that this could, for some, mean that landlords will be reluctant to issue joint contracts, or to have people coming and leaving during the contract period, in case anyone left on that contract could not afford the rent?

[93] **Lesley Griffiths:** The remaining contact holder would obviously then be liable for the rent, but what I would want to see is them being given the opportunity to show that they can pay the rent. It could be, if the principal earner left, for instance, that the person left in the property would be eligible for housing benefit, for instance, or they could get help from other areas. But, I think they should have the opportunity to be able to show they can pay the rent.

[94] **Jocelyn Davies:** Okay. On supported standard contracts, how do you respond to the concerns that contract holders may be kept on the supported standard contracts permanently, rather than being given a secure contract?

[95] **Lesley Griffiths:** At the moment, accommodation under supported standard contracts is provided for, normally, no longer than two years. I think, what we would expect is where tenants have supported accommodation that's provided on a longer term basis, that they would then be issued with a standard contract. These sorts of placements are obviously very expensive and it's very important that whilst people are having that provision and they're having the provision of services along with the accommodation that it's absolutely appropriate for them. We do have monitoring that goes ahead to make sure that those people are on the most appropriate contract. I would look to strengthen that, really, to make sure—

[96] **Jocelyn Davies:** Right. So, you don't expect people to be permanently on them.

[97] **Lesley Griffiths:** Absolutely not.

[98] **Jocelyn Davies:** And the temporary exclusion notice, the Bill doesn't say who can authorise that. So, you know, we've had concerns about whether that should be a senior manager or not. Will you consider looking at the legislation? What about those excluded contract holders? What about being able to challenge or appeal against decisions? You haven't included that. And the temporary exclusion order power, is that proportionate and compatible with convention rights? Have you looked at that aspect of it?

10:15

[99] **Lesley Griffiths:** Exclusion's an emergency measure, and that will need to be readily available to landlords, if they need it to provide protection to staff or, obviously, for other residents. It's a very short-term measure. It's designed to be used only in exceptional circumstances. We've said it can only be used three times in six months. The short period of time that we've outlined is a maximum of 48 hours. So, it's sort of a cooling-off period. So, you could move the person to another part of the property for such a period, and then that individual could obviously return to their accommodation.

[100] There's no specific provision in the Bill to challenge such an exclusion. As I say, it's for a maximum of 48 hours, and then the person could return. I'm happy to look at it. Nobody has, certainly, raised it with me, and I'll ask Simon, but I think the 48 hours is proportionate. As I say, we can only use it three times in six months.

[101] **Jocelyn Davies:** And the seniority of who can—. You know, there's nothing in the Bill about who is authorised to do that.

[102] **Lesley Griffiths:** Seniority of the landlord, or you mean in the supported accommodation.

[103] **Mr White:** There isn't anything in the Bill on who takes that decision. As the Minister mentioned, one of the issues is it's got to be readily available. Something could happen at midnight, and there's no-one on the premises other than maybe just a—well, certainly not a senior manager, potentially, and so you would need to act fairly quickly. I think it's something that could be looked at, but I think we need to make sure it's workable with the sector as well.

[104] **Jocelyn Davies:** Or you would expect the organisation to have—

[105] **Mr White:** Well, I think these organisations in the main would be community landlords or registered charities, so you would expect them to have this sort of policy as part of their approach.

[106] **Mr Buffin:** Just as a matter of public law, most of these bodies will be subject to public law principles; they will have to act in a reasonable fashion. So, you'd assume that the decision-making process is properly monitored and recorded, and policy set out in that light. If I could also just pick up on the proportionality issue, we do consider this to be proportionate. It is obviously a case of balancing the needs of the occupier, but it's balancing that with the needs of other residents and, indeed, staff. So, it's a means of responding to a kind of emergency or to serious situations.

[107] **Jocelyn Davies:** So, that assessment of whether it's proportionate to convention rights has actually happened.

[108] **Mr Buffin:** In any legislation, we have to determine competence issues, which include human rights issues.

[109] **Jocelyn Davies:** Well, I know that you're supposed to, but have you in this case?

[110] **Mr Buffin:** Yes, of course, we do in developing legislation. Yes.

[111] **Jocelyn Davies:** Okay. Thanks.

[112] **Christine Chapman:** I just wonder whether there's any thought to introducing any review mechanism for excluded contract holders.

[113] **Mr White:** Because we are talking just about a 48-hour period, it's over pretty quickly, so, provided everything is fine, that individual can return to the property. I think to build in a review as well would potentially get quite cumbersome when, really, what you're needing to do is just get that person off the property, because perhaps they're threatening staff with a knife or whatever and you've just got to move them. So, I think that it has to be capable of being activated quickly and effectively. But, as Neil said, there would be scope; these bodies would, in the main, be subject to public law principles in terms of a challenge.

[114] **Christine Chapman:** But wouldn't that be covered by the police, if there are threats? I'm trying to think of another case. You know, it may be something that we can perhaps return to, if we have a ponder about it.

[115] **Lesley Griffiths:** Maybe, being threatened by a knife—. We're looking at when staff or other residents are in danger, and I can see what you're saying, but I think what Simon's saying is right; in such a short period of 48 hours, to build in a review would not be practical.

[116] **Christine Chapman:** Right, okay. Jocelyn, have you finished now?

[117] **Jocelyn Davies:** Yes, I have.

[118] **Christine Chapman:** Okay. Mike.

[119] **Mike Hedges:** If I can talk about succession rights, with the succession provisions in the Bill, is there a right to a contract or a right to occupy that specific dwelling?

[120] **Lesley Griffiths:** To a contract.

[121] **Mike Hedges:** Not necessarily to that dwelling. It seems like—

[122] **Lesley Griffiths:** No, a contract in that dwelling.

[123] **Mike Hedges:** So, even if they under-occupy it by staying there, they've got the right to stay there.

[124] **Lesley Griffiths:** Yes, it would be the right to a contract in that particular dwelling.

[125] **Mr White:** Just to clarify one point there, if they are a reserve successor, as opposed to a priority successor, there is scope if they are under-occupying for the landlord to provide suitable alternative accommodation in that situation, to try and make sure that there is the most effective use of social housing. But, there's no such ability to effectively relocate a priority successor, who might be a husband, wife or partner. So, it only applies to reserve successors.

[126] **Mike Hedges:** Moving on to the carers, I've come across cases where people have moved into a house to care two or three weeks before the person who was living there passes away in order to try and get succession rights. Will the Bill allow them to have succession rights, or will it not?

[127] **Lesley Griffiths:** For somebody who had been living there two or three weeks?

[128] **Mike Hedges:** Yes.

[129] **Lesley Griffiths:** No. They'd have to have the 12-month residency.

[130] **Mike Hedges:** But only 12 months.

[131] **Lesley Griffiths:** Twelve months.

[132] **Mike Hedges:** How does the definition of 'carer' differ from that used in the Social Services and Well-being (Wales) Act 2014?

[133] **Lesley Griffiths:** The social services and wellbeing Act—

[134] **Mike Hedges:** The definition of 'carer'. How do they differ?

[135] **Lesley Griffiths:** I can see the benefits of using the same definitions wherever we can across Welsh legislation, but I think the overriding priority is to ensure that the definition fulfils the need of the legislation concerned. So, for instance, the definition of a carer in the social services Act refers to caring for a disabled child. So, I think the definition that we have here is in connection with the provision of a home, as opposed to the assessment of needs for a service. That's why it's different.

[136] **Mike Hedges:** Is that the only way it differs, or does it differ in any other way?

[137] **Lesley Griffiths:** I think that's the only way.

[138] **Mr Buffin:** There's reference in the social services Act to disabled children.

[139] **Lesley Griffiths:** Yes, that's the one I gave.

[140] **Mr Buffin:** I'm sorry.

[141] **Lesley Griffiths:** That's the only one, I think.

[142] **Mr Buffin:** That's the principal one.

[143] **Mike Hedges:** I got an interesting answer. Is it the only difference, or are there other differences?

[144] **Mr Buffin:** Well, there are nuances in it, certainly. We'd need to assess it carefully, but essentially this definition is there around meeting the accommodation needs of that person who meets the residence test. So, it has been formulated specifically to meet this particular need.

[145] **Mike Hedges:** Would it be possible for us to have a note on how the two differ?

[146] **Christine Chapman:** Yes, could you do that?

[147] **Lesley Griffiths:** Yes, of course.

[148] **Christine Chapman:** Because I think the point's been made that we are a small country, and if we can streamline anything to make things easier for the tenants—.

[149] **Lesley Griffiths:** Yes, we'll send a note.

[150] **Mike Hedges:** Can we move on to 16 and 17-year-olds? What consideration has the Minister given to the implications of allowing minors to be contract holders for tenancies? Can they be, because every time my 16-year-old daughter has attempted to sign a contract for anything, I've had to underwrite it, be it a mobile phone or a card for going to America? Are contracts enforceable against 16 and 17-year-olds? The second one is: just having the contract for a property is fine, but once they move in there, they'll need to sign contracts for utilities, et cetera, in order to make it habitable; are utilities willing to accept contracts from 16 and 17-year-olds?

[151] **Lesley Griffiths:** Yes, they can hold contracts that are considered to be for necessities. So, in legal terms, yes, they can, for gas and electricity, for example. Because, obviously, this is housing related, we've got the competence to do it.

[152] **Mike Hedges:** I wasn't asking that. Will the contract be enforceable? If a 16 or 17-year-old stops paying, then a contract signed by a 16 or 17-year-old is enforceable in law. You could take a 16 or 17-year-old to court and get it enforced.

[153] **Mr Buffin:** If it's a contract for what's known as 'a necessary', then the contract is enforceable. It's the courts that determine what is necessary, but one would assume that utilities, certainly, are matters that are necessary for a 16 or 17-year-old to live.

[154] **Mike Hedges:** Is there a minimum age at which somebody can sign one of those contracts?

[155] **Mr Buffin:** That's ultimately a matter for the court. There is legislation, the Infants Relief Act 1874, which applies to infants, but here we're dealing solely with 16 and 17-year-olds; we're not dealing with children of a younger age than that. So, we are considering it specifically within that context.

[156] **Christine Chapman:** Alun wants to come in.

[157] **Alun Davies:** I was just going to ask you if you are confident that you have competence on this matter.

[158] **Lesley Griffiths:** Yes, we are, because it's housing related, so we are.

[159] **Alun Davies:** In contract law.

[160] **Mr Buffin:** In terms of allowing 16 or 17-year-olds to occupy premises, it is about occupation of premises, it's about access to housing, enabling them to access housing. We consider that is within competence.

[161] **Christine Chapman:** Okay. Peter.

[162] **Peter Black:** I think the concern is that, having occupied the premises, they won't be able to get contracts for gas and electricity, as Mike said, simply because the various providers won't give them that contract. *[Interruption.]* I know they can get a contract, but will the providers actually give it to them?

[163] **Jocelyn Davies:** It's not a credit contract, so they won't be able to have a credit meter; I think that's the case. They can pre pay.

[164] **Peter Black:** So, they will get pre-paid meters, which, as we know, are expensive and can be discriminatory.

[165] **Christine Chapman:** Any comments on that?

[166] **Mr White:** I think what we're looking to do is remove the block that's currently there, to at least make it possible for a contract to be held by a 16 or 17-year-old in their own name. If there are issues; either it's classed as a 'necessary' so it can be enforced under a contract, but if there are other mechanisms, such as pre-paid meters et cetera, that can resolve problems, then at least what we're doing is actually resolving a very significant block to open up the contract to be held in the first place.

[167] **Mr Buffin:** Yes. The alternative is complicated trust arrangements, which landlords are reluctant to enter into. So, we are at least dispensing with that.

[168] **Lesley Griffiths:** One of the policy aims is that local authorities do have difficulty in housing 16 and 17-year-olds. I've visited a couple of projects around Wales where we are supporting people, and it is to remove that block, as Simon said. And also they can't be a successor at the moment if the parent died, so that's the policy intent.

[169] **Christine Chapman:** Okay. I've got Mike now.

[170] **Mike Hedges:** From my experience, what happened was that there used to be children coming out of care, and social services underwrote the contract. For those who were 16 and 17 who were married and were looking for accommodation, that contract got underwritten by the parents. If the parents weren't available, social services did. So, where was the block?

[171] **Mr Buffin:** In that case, it would be the parents who act as trustees, which is fine, but if you're not in that situation, then you're looking for someone else to act as a trustee to hold the contract for you as an infant. So, at least we're dispensing with that and allowing the young person to enter into the contract in their own right. So, it is, in essence, an enabling provision.

[172] **Christine Chapman:** Okay, Mike? Peter.

[173] **Peter Black:** Moving on to the private rented sector and tenancies, have you considered giving occupiers in the private rented sector more security of tenure, and why was that option discounted?

[174] **Lesley Griffiths:** I think the Bill will give contract holders much more security. We're introducing protection against retaliatory eviction, for instance. We'll be moving the current threat of homelessness when a joint contract ends, for instance. If you're referring to longer fixed-term tenancies in the private rented sector, I would be concerned about the potential impact on investment if that change was just made in isolation in Wales.

[175] **Peter Black:** Okay. I think a number of consultees would disagree with you on that. In terms of assured tenancies, will assured tenancies in the private rented sector convert to secure contract on passing this Bill?

[176] **Lesley Griffiths:** Yes, they will. The intention is that the assured tenancies in the

private rented sector would convert to secure contracts. We've got the power to set out that, and there will be a conversion date. That will be set out in secondary legislation.

[177] **Peter Black:** Okay, that's helpful. What effect will removing the six-month moratorium have on the ability of local authorities to access accommodation for homeless households?

[178] **Lesley Griffiths:** The sixth-month moratorium—there's been a lot of discussion around this; it's something we've looked at very carefully. I know there've been concerns raised that the requirement for local authorities to secure accommodation likely to be available for at least six months would be more difficult without the moratorium in place. And there's one point that I really want to emphasise today, and that's the requirement for a minimum six-month fixed-term contract to discharge the full section 75 duty to secure accommodation for those in priority need absolutely remains. I think that's something that I really want to emphasise, because that's something that's been raised with me several times. So, I think there's been a bit of a misunderstanding around that question.

10:30

[179] I've had long discussions about the sixth-month moratorium. I mean, I mentioned it when I met opposition spokespeople. I've met with Shelter Cymru, for instance, which I know had concerns. But, I do think the six-month moratorium does prevent or stop private landlords from offering tenancies to people they deem to be high risk. That's something that concerns me greatly.

[180] **Peter Black:** Well, you've just said that that's not going to apply if someone is rehoused as priority need or homeless.

[181] **Lesley Griffiths:** For local authorities, yes.

[182] **Peter Black:** Wouldn't landlords consider them to be high risk?

[183] **Lesley Griffiths:** They might do, but I do think that, by removing the six-month moratorium, we will make housing for some of our most vulnerable people much more accessible.

[184] **Peter Black:** But, on one hand you're saying, 'These people are vulnerable, they're homeless, therefore we're going to keep the six-month moratorium, but if you're not homeless, you don't have the six-month moratorium.'

[185] **Lesley Griffiths:** I didn't say homeless, I said—

[186] **Peter Black:** Priority need.

[187] **Lesley Griffiths:** No, sorry, I was emphasising that within local authorities. I'm saying that removing the six-month moratorium, I think, will help people if they're looking for private rented housing, whereas some people, some landlords, would not want to, for instance, offer to have somebody who had very poor credit rating, or was on housing benefit. We know that a survey's been done—and I'll ask Simon to come forward with the numbers—about whether private landlords would rent to people on housing benefit. I forget what the number was, but it was quite high.

[188] **Peter Black:** So, could you just put in plain English, then, what you meant when you said that section 75 tenants in priority need would retain the six-month moratorium.



[189] **Lesley Griffiths:** For local authorities.

[190] **Peter Black:** What does that—? In local authority housing.

[191] **Lesley Griffiths:** Yes.

[192] **Peter Black:** Not in private sector housing.

[193] **Lesley Griffiths:** Local authority.

[194] **Peter Black:** Well, that's not the question I asked you. I mean, the question I asked you was: in terms of local authorities' duty to rehouse homeless tenants in the private rented sector, will the removal of that six-month moratorium not undermine that provision?

[195] **Mr Buffin:** The duty under section 75 of the Housing (Wales) Act 2014 exists independently, as it were, of the Renting Homes (Wales) Bill. The duty there is to provide a minimum of six months of accommodation. The moratorium won't affect that. In order to fulfil that duty, landlords would normally be expected to provide—well, would have to provide—a six-month, fixed-term, standard contract, which would exist outside the moratorium.

[196] **Peter Black:** So, if you're vulnerable and homeless, with no credit history, living on housing benefit and you're rehoused through that provision, you get a six-month tenancy. But, if you're in the same position, but you're not homeless, you don't. Is that the situation?

[197] **Mr White:** Can I clarify that there are two duties in the housing Act? There's the section 73 duty and then there's the sections 75 duty. The section 73 duty is a duty for a local authority, for anyone coming through the homelessness prevention route, to help secure accommodation. This is where I think there's a misunderstanding—I think it was in the WLGA response, because the wording in Part 2 of the Housing (Wales) Act says that the local authority has to be satisfied that the accommodation is likely to be available for at least six months. I think it's been interpreted, under the section 73 duty, that that also requires a full six-month contract, and I think that's where the WLGA are thinking that this would therefore be difficult. What we're actually saying is that, for the local authority to be satisfied that it's likely to be available, the landlord just needs to say to them, 'That property, all other things being equal, is available to rent.' So, the section 73 duty is not tied into a minimum six-month contract.

[198] So, you could well have a situation where you've got someone coming through the homelessness route, they may not be priority need and so they may not get to the section 75 duty even, because they wouldn't qualify. But what removing the moratorium does in connection to this is that it would allow the local authority housing officer, perhaps, to contact a landlord they know and say, 'Look, I've got someone here. You know, they've got a bit of a poor renting history, or whatever. Would you be willing to take them on a month-to-month basis to see how it works out?' We think what that will do is actually encourage landlords to give someone a chance, whereas at the moment, where you have the—. For example, people on housing benefit, the survey that the Minister referred to, nearly half of landlords in responding to that, said they never take a tenant who's on housing benefit. So, actually, what we're trying to do is open up and encourage landlords to be a bit more flexible. I think, in a lot of those instances where they do give someone a chance, it will prove successful and, through doing that, they will actually generate a better renting history for themselves, which may help them get another tenancy at a later date.

[199] **Peter Black:** Okay. There's two points from that, isn't there? First of all, if you're arguing that you need to get rid of the six-month moratorium because a landlord will not take

the risk on a risky tenant, why would they take the risk on a homeless tenant who's being housed by a local authority? And the second—. Well, what's the answer to that one?

[200] **Mr White:** Because you're talking about the section 75 duty—are people a priority need? I think that local authorities—. Certainly, I know colleagues dealing with the implementation of the homelessness proposals under the housing Act are working closely with local authorities for them to work with private landlords so that they will actually have a body of landlords who will work with them—

[201] **Peter Black:** You're creating two different classes of vulnerable tenants. You're saying a tenant who goes through the homelessness route is going to have a better chance of being rehoused than someone who's not. You're saying landlords are taking that risk on one but not on the other. Why this inconsistency?

[202] **Mr White:** Not all tenants will be entitled to the section 75 duty.

[203] **Peter Black:** Jocelyn wants to come in, I'll come back.

[204] **Jocelyn Davies:** I just wanted to ask—. Obviously, this policy is based on a survey of landlords where half of them said they never rent to—. Did that survey ask them how many of them would rent to housing benefit recipients but for the six-month moratorium?

[205] **Mr White:** Yes, and actually it was a similar number. About half said that the moratorium prevents them. It makes them reluctant to rent to those high-risk groups.

[206] **Jocelyn Davies:** So, of the 50 per cent, half of them said that they would if the moratorium—. Because I know that, with some lenders, it's a condition of the mortgage that they do not rent. So, we could have 50 per cent of landlords out there, even if there was no moratorium, the mortgage that they hold on that property prevents them doing it anyway. It's taking protection away from people when nothing radical is going to change as a result. So, how many of the 50 per cent then said they would rent but for the moratorium?

[207] **Mr White:** They were two separate questions. One question was about the housing benefits and the other question was, 'Does the moratorium prevent you?' It was about half that said the moratorium prevents them.

[208] **Jocelyn Davies:** So, 25 per cent of landlords altogether say that the moratorium is a problem. For all I know, some of those landlords might have a prejudice against people on housing benefit and wouldn't rent to them anyway. Some of them might be restricted by the contract that they have with the company that they have their mortgage with. So, this wouldn't make any difference to that, would it?

[209] **Mr White:** We've had a stakeholder group, as well, informing the development of the Bill as it's gone through, as it's been worked up. The Residential Landlords Association and the National Landlords Association are sitting on that group. They've said, and I think they've said it in their consultation response as well, that it would encourage landlords to give people a chance, if that moratorium wasn't in place.

[210] **Jocelyn Davies:** And, you think about what percentage of landlords would—

[211] **Mr White:** The survey was—

[212] **Jocelyn Davies:** Because this is a big protection that you're taking away from people with perhaps not much gain.

[213] **Mr White:** The other point to bear in mind is that a large—. Most landlords want to keep their tenants for as long as possible. The vast majority of landlords will still want or require a minimum six months, or a minimum one year contract. In that situation, the moratorium doesn't have any impact anyway, because it only applies to the section-21-type notice. So, the vast majority of contracts will continue very much as they are. Removing the moratorium won't have any impact. But, what removing it does do is open up a bit more flexibility around the edges, if you like, to where people have had difficulties and it's a way back into the rental market for them, whereas they wouldn't manage it otherwise.

[214] **Christine Chapman:** Peter wants to come in now, and I know that there are other Members who want to come in. We are due to finish at 11.15 a.m., so I want to get every Member in. So, Peter.

[215] **Peter Black:** Jocelyn picked up my second point, actually.

[216] **Jocelyn Davies:** Oh, sorry.

[217] **Peter Black:** No, that's fine, because I intend to come in. Shelter Cymru, in their response to this Bill, have actually said that this provision to remove the moratorium actually does nothing to address the perception that the private rented sector is insecure but actually travels in the opposite direction. It puts tenants in the position where they think that there is no security there. Why are we going against—. Why are we making the private rented sector appear less secure to tenants?

[218] **Lesley Griffiths:** I think that you've just answered that.

[219] **Mr White:** Yes.

[220] **Peter Black:** Well, you haven't really answered it. Is it not the case that you're making the private sector less secure for tenants?

[221] **Mr White:** I think that the vast majority of tenants will still be subject to a fixed-term contract and will not therefore be affected.

[222] **Peter Black:** So, why is Wales doing something completely different to England and Scotland here? England and Scotland are not doing this. Why is Wales standing out and, in a sense, moving to the right of a Conservative and Liberal Democrat Government on this issue?

[223] **Lesley Griffiths:** Well, I don't think that's the case at all.

[224] **Peter Black:** Well, why are you doing something different to England and Scotland?

[225] **Lesley Griffiths:** Well, it's called devolution. That's, you know—

[226] **Peter Black:** Well, you just said in answer to a previous question that I posed to you that you weren't prepared to go out on a limb on this unless it was done across the whole of the UK.

[227] **Lesley Griffiths:** No, I don't accept that at all. We are trying to do the best for the Welsh rented housing sector, and we think that removing the six-month moratorium will open up for maybe not a huge number of people but for a significant group of people—people who have difficulty accessing rented accommodation. We think this will help them. I'm very well aware of Shelter Cymru's concerns. I've met with them a couple of times to discuss it. It's something that we're looking at very carefully, but, as Simon said, landlords want to keep their tenants for as long as possible. They will be still wanting to, mainly, give six-month and

12-month contracts. So, the six-month moratorium would not have any effect, then.

[228] **Peter Black:** Have you thought of an alternative way of doing this, maybe by having a probationary tenancy in the private rented sector?

[229] **Lesley Griffiths:** That is something that I have discussed with lawyers. Perhaps Neil would like to pick up the issue around probationary tenancy.

[230] **Christine Chapman:** Neil, do you want to—

[231] **Mr Buffin:** The issue with probationary tenancies is that we would be introducing a completely different regime than in—

[232] **Peter Black:** That's devolution.

[233] **Mr Buffin:** It is devolution, but it could have knock-on consequences in relation to access to the market, the way that landlords respond, whether landlords want to invest in a system that is considerably different in Wales in that regard. We would have to think very carefully about introducing such a system.

[234] **Alun Davies:** That sounds very conservative.

[235] **Lesley Griffiths:** I know that Shelter Cymru and the Residential Landlords Association are looking at a voluntary arrangement. That could be a better way of moving forward, and I'm very keen and happy to consider that.

[236] **Christine Chapman:** Okay. I'm going to move on now because I know—. That's something that we do need to ponder on, but I want to move on now to Alun's questions.

[237] **Alun Davies:** Yes. In terms of the landlord's notice, which I believe replaces section 21 notices, as I understand it the landlord's notice does replicate much of a section 21 notice. Isn't that a conflict with the stated desire to move away from mandatory grounds for possession? Isn't there a conflict between those two things?

[238] **Mr White:** We've carried forward the equivalent of the section 21 notice, and I think that's often cited as a key part of the growth of the private rented sector. I think that to remove that would be quite a significant change to take. It wasn't part of the original proposals. As the Minister mentioned previously, I think that there would be potential unintended consequences if we went down that route.

[239] **Alun Davies:** Like what?

[240] **Mr White:** Potentially, Wales might be a less attractive place for landlords to invest, and it might actually make Wales more attractive for tenants, but that might bring more tenants in and might exacerbate housing problems, so I think we would need to be cautious in radically diverging in that way.

10:45

[241] **Alun Davies:** Do you have any evidence to sustain those assumptions?

[242] **Mr White:** I would say that that's the strong message that landlords—the Residential Landlords Association and others—have given throughout the side of the work we've done on this.

[243] **Alun Davies:** But you don't have any studies or information to sustain that.

[244] **Mr White:** Well, I think, in terms of the growth of the private rented sector, when the introduction of the section 21-type arrangement came forward through the 1988 Housing Act, it was at that point that you suddenly started to see quite an increase in investment in the private rented sector. So, I think there is evidence there that shows that, if we were to remove that, there would be potentially a significant impact on investment into Wales.

[245] **Alun Davies:** Okay. I'm not sure I find your answers very convincing, but, anyway, in terms of where we are now, you're introducing a two-month period for a landlord to decide whether to commence possession proceedings, yes? Do you believe that's sufficient?

[246] **Lesley Griffiths:** Yes. It's the existing notice provision under section 21 of the Housing Act. So, it's very well established, and I wouldn't see any reason to change it.

[247] **Alun Davies:** Okay. Moving on, we've already discussed retaliatory evictions in passing in our conversations this morning. I understand, and I agree very much with what the Government is seeking to do here, but do you have the evidence to demonstrate that retaliatory evictions occur, and then occur in significant numbers?

[248] **Lesley Griffiths:** We know they occur. We don't have the numbers, because, obviously, by the very nature of that sort of behaviour, it would be hard to get the numbers, but, for me, one's too many.

[249] **Alun Davies:** Sure.

[250] **Lesley Griffiths:** I've got—we've probably all got—cases in our constituency workload. I've got one at the moment, so, for me, one would be too many. So, I think—

[251] **Alun Davies:** But what evidence do you have to sustain that assertion? I don't disagree with you on the politics of it. That's fine. But, you know, the question is: where is your evidence to sustain the assertion that you're making?

[252] **Lesley Griffiths:** The assertion that they occur?

[253] **Alun Davies:** That they occur in significant numbers.

[254] **Lesley Griffiths:** Well, as I say, to me, one's too many, so I'm not saying that they occur in significant numbers, but I think the fact that we know they occur. We've all got—you know, as I say, I've got one at the moment.

[255] **Alun Davies:** Do you have evidence?

[256] **Lesley Griffiths:** We've got evidence, yes. We have got evidence.

[257] **Mr White:** There's been research produced by Shelter on a UK-wide basis that's pointed to the incidence of it.

[258] **Lesley Griffiths:** Not specifically in Wales, but we've got—

[259] **Alun Davies:** Perhaps you could write a note on that to the committee.

[260] **Lesley Griffiths:** Okay.

[261] **Christine Chapman:** After Alun I've got Jocelyn, then Mike. But, Alun, carry on.

[262] **Alun Davies:** I'll leave it at that.

[263] **Christine Chapman:** Are you sure? Jocelyn, a supplementary, and then Mike.

[264] **Jocelyn Davies:** It was just on the assertion on what triggered the growth of the private rented sector. I thought it was a commonly held belief that it was the availability of buy-to-let mortgages, the ready availability of buy-to-let mortgages, that increased the growth, rather than the ability to evict people, to be honest. But your Government's position is different.

[265] **Alun Davies:** And interest rates.

[266] **Jocelyn Davies:** Yes. I thought that that was the case. I don't know.

[267] **Mr White:** Just to add a bit, then, obviously, when the Rent Act 1977 regime was in place, which didn't have that sort of ability for the landlord to be able to regain possession that easily, it was during that time that the private rented sector, over many decades, sort of declined and declined. Then the Housing Act 1988 came in. That's what I'm saying—there was a significant change in the market at that stage.

[268] **Jocelyn Davies:** Maybe everybody else is wrong, I don't know. Okay. There was just one thing on the—. What would prevent, if you were a landlord, a tenant from making complaints just so they don't get evicted, rather than the complaints being genuine?

[269] **Lesley Griffiths:** Saying that they need repairs?

[270] **Jocelyn Davies:** Yes, so that eviction isn't possible. Say, for example—. I mean, if you want to be fair to the tenant and fair to the landlord, what stops this being used as a weapon against eviction unfairly?

[271] **Lesley Griffiths:** I suppose there could be cases when that would happen, and ultimately it would be for the court to decide.

[272] **Jocelyn Davies:** We're going to be making the courts extremely busy with this piece of legislation.

[273] **Mr Buffin:** Well, the courts have a significant role in determining on housing legislation at the moment anyway, so—.

[274] **Christine Chapman:** Yes, they do. Before I bring Mike in, can I just ask—. I just want to pick up one question. Did you consider adopting the approach to section 21 notices provided for in the Deregulation Act 2015 or did you think about extending the provisions in that Act to Wales as an interim measure before this Bill is commenced?

[275] **Lesley Griffiths:** Yes, I did consider it, but I think the proposals in England are very cumbersome. I think that this is the best way to deliver the changes that we want to see in Wales. So, I think that having a specific Welsh Bill is the best way to do that. The one thing I want is to see all relevant law brought into one place. I think that some of the changes that are being made in the Deregulation Act 2015 are already incorporated in the Bill anyway. So, I don't think that having an interim measure even—sort of bringing in bits of it—would be helpful, given that we're now taking this Bill through the Assembly.

[276] **Christine Chapman:** Okay. Thank you. Mike.

[277] **Mike Hedges:** I've one comment and one question. The comment is: surely it's the fact that you get a 10 per cent to 12 per cent rate of return on buying a low-cost property and you also get capital gross on it that's been one of the things that's driven the increase in the private-rented market at the low-cost end. The question I've got is: the threat of eviction is often used, in my experience, far more than eviction. I've had tenants talk to me about a complaint and I say, 'Do you want me to take it up and get the council to enforce on it?' and they say, 'If you do that, I'll get evicted'. The threat of eviction, I've come across, is much more of a problem than actually doing it: saying, 'You do that and we'll evict you.' Is that something you've got any evidence or experience of? Well, we have, but—.

[278] **Mr White:** I think what we are aware of is that there is a group of landlords—rogue landlords; call them what you will—and their reaction to a tenant making a complaint is that they resort to issuing a section 21 notice. That threat is there and it's a threat that—. Certainly, Shelter Cymru tell us that, if people go and seek advice from them, they warn the tenants, 'You do realise that, if you make a complaint, the landlord could hit you with a section 21 notice to evict you.' So, what we're really looking to do, within this element of retaliatory eviction, is just to sort of turn off and trip the switch in that bad landlord's mind so that they can no longer assume they would automatically be granted possession by the court. So, it's really trying to change the behaviour of those sort of worst type of landlords.

[279] **Lesley Griffiths:** Because you don't know why a section 21's been issued.

[280] **Mr Buffin:** Could I pick up on that as well? There are other instances within the Bill where we have thought about this and what we have specifically done is prohibit a landlord from actually serving a notice. So, this arises where a landlord has breached information requirements or breached tenancy deposit requirements. One of the things we were mindful of is exactly the practice of landlords issuing notices that they can't actually act on in legal terms, but a tenant will look at them and think, 'I have to go; I'm being evicted.' So, we have kind of moved it back one step so that the landlord themselves are prevented from issuing the notices. So, it is something we have considered.

[281] **Christine Chapman:** Okay. Janet.

[282] **Janet Finch-Saunders:** Thank you. During the taking of evidence—and, indeed, several organisations raised it with me—. Really, about carbon monoxide detectors and compulsory fire detectors, not the sort of—. I know quite often you can get the ones that you just stick on the ceiling, but I always think it's good practice to have them wired into the alarm system, and I know that we do hear of deaths through carbon monoxide and I just wonder why this Bill isn't being used to address those issues, especially when the fire authorities have raised it with you also.

[283] **Lesley Griffiths:** Yes. I've asked officials to look into this, and I think—is it tomorrow that you are meeting with the electrical safety council, Simon?

[284] **Mr White:** Yes.

[285] **Lesley Griffiths:** So, it's something that I'm very happy to look at.

[286] **Janet Finch-Saunders:** I have to say, in terms of rented-out accommodation, and without making it too burdensome for landlords, the cost of actually doing this for a landlord is peanuts, if you are talking about a properly wired-in fire alarm and a carbon monoxide detector, and I just think they should be fundamental, basic requirements now.

[287] **Lesley Griffiths:** We're very happy to look at that.

[288] **Janet Finch-Saunders:** Great. Electrical safety checks are another one. Do you have any proposals to bring forward where you might consider actually having something fairly robust? Because, you know, Alun, you mentioned you're a private landlord. There's not much in the way of responsibility placed on a landlord to maintain or, indeed—. And yet, in the commercial rented sector, you cannot rent properties out without having all these—. I just find, isn't it funny? With a commercial rented tenant, you're providing and they're using perhaps the commercial property during the day, yet somebody who could be using a property 24 hours as a resident doesn't have the same protections. It's always baffled me.

[289] **Lesley Griffiths:** Yes, it's something that we're certainly happy to look at. I can look at it in regulations.

[290] **Janet Finch-Saunders:** Gas safety.

[291] **Lesley Griffiths:** Gas safety's done within regulations.

[292] **Janet Finch-Saunders:** And I think we've already aired and discussed whether the Bill provides an opportunity to follow the Scottish model with increased repairing obligations in key areas. Because some landlords are very proactive, and that's the point you made. Enforcement is key, but our local authorities are under pressure, and I find that we don't have the experiences you have where people are given notice to quit, but you have to keep pressing the local authorities, and they've only got so many officers on the ground able to go and actually enforce when there are problems. I think that is an area where, if this Bill's going through, I'd like to see the legislation tightened, so that it does offer more protection. You know, certainly for me, renting now as an AM here, I've had an issue that's been going on for 14 months. I'm trying to actually get the situation addressed, and I don't think it's good enough, and I think for our tenants, the least they should have is, where fundamental repairs are required, there should be a time, almost like a—. This came up when we had the workshop that Peter chaired the session on at our table: they felt that they were forever, and very frequently, raising concerns about repairs. They wanted a time limit, and they also wanted penalty charges for landlords who failed to ensure that repairs were forthcoming. It can be very frustrating.

[293] **Christine Chapman:** Any thoughts on that?

[294] **Lesley Griffiths:** Yes, I think the time limit issue is worth, obviously, considering. We could look at it within the code of practice that we're doing now within the Housing Act—last year's Housing Act. But, yes, we'd certainly be very happy to look at that.

[295] **Mr White:** Just to pick up on the point you raised about the stretched nature of resources within local authorities, I think that's one of the reasons why the Deregulation Act, which was referred to earlier, brought through changes on retaliatory eviction. We do think that that has almost complete reliance on local authority inspections to actually take place to provide the protection against retaliatory eviction, and that's one of the reasons we don't want our approach to be bound by, or dependent on, that sort of inspection regime from local authorities.

[296] **Christine Chapman:** Jocelyn?

[297] **Jocelyn Davies:** Do you think that a fit and proper person would issue a retaliatory notice of eviction?

[298] **Lesley Griffiths:** Good question.

[299] **Jocelyn Davies:** How can you be a fit and proper person and hold registration for a



landlord if you would do that? Do you think, Minister, that a fit and proper person would do that?

[300] **Lesley Griffiths:** 'No' is the answer to that.

[301] **Mr Buffin:** Housing law is specifically mentioned in the fit and proper person test in the Housing (Wales) Act, so a breach of housing law, to the extent that that was a breach, would call into question their fitness.

[302] **Jocelyn Davies:** And whether they were a fit and proper person. I just thought that maybe we could use that system for stopping some of this behaviour. I expect we'll have some amendments for you to consider, Minister. *[Laughter.]*

[303] **Lesley Griffiths:** Yes, that's a very good point.

[304] **Christine Chapman:** Okay. Rhodri Glyn?

[305] **Rhodri Glyn Thomas:** Diolch yn fawr iawn, Gadeirydd. A gaf i droi eich sylw chi at adran 55 o'r Bil, ac at ailfeddiannu eiddo ar sail gweithgaredd ac ymddygiad gwrthgymdeithasol? A roddwyd unrhyw ystyriaeth i osod ymddygiad gwrthgymdeithasol fel sail absoliwt ar gyfer ailfeddiannu eiddo, yn hytrach na'i fod ar ddisgresiwn?

**Rhodri Glyn Thomas:** Thank you very much, Chair. May I turn your attention to section 55 of the Bill, and to the repossession of properties on the grounds of anti-social behaviour and activities? Was any consideration given to making anti-social behaviour absolute grounds for the repossession of property, rather than it being discretionary?

11:00

[306] **Lesley Griffiths:** I think there are circumstances where the new mandatory ground may not be as effective as some believe, so even though it's often called a 'mandatory ground', the defendant is always entitled to raise a defence under human rights law, arguing that eviction wouldn't be proportionate, for instance. So, resolving such a case could take longer to deal with than with it on a discretionary basis. That relies also on a conviction already having been secured in another court, which, again, you know, a landlord would probably wish to have much more swift action than that would take. In cases of serious anti-social behaviour, a court would always make possession orders, in very, very exceptional circumstances, so I think it's right to leave a court, again, to examine the facts and reach a decision accordingly.

[307] The other thing to consider is the possibility that the person visiting or living in the property who was responsible for the behaviour in question may have left the property. So, again, I think, under the mandatory ground, the contract holder could, nevertheless, still be evicted, even though the chance of a recurrence would be very slim.

[308] **Rhodri Glyn Thomas:** Rŷch chi'n dweud y byddai'r ailfeddiannu'n ddibynnol ar y ffaith bod y person wedi cael ei ganfod yn euog o drosedd o ran ymddygiad gwrthgymdeithasol, ond mae ymddygiad gwrthgymdeithasol yn derm eang iawn, onid yw e, o ran yr hyn y mae pobl yn ystyried yn ymddygiad gwrthgymdeithasol? Hynny yw, rwy'n cael pobl i mewn yn cwyno bod eu cymdogion nhw'n chwarae cerddoriaeth yn

**Rhodri Glyn Thomas:** You say that the repossession would be contingent on the fact of a person being found guilty of exhibiting anti-social behaviour, but anti-social behaviour is a very broad term, isn't it, in terms of what people consider to be anti-social behaviour? By that I mean that I have people coming in to my office complaining that their neighbours are playing music very, very loudly, and then the question arises of

uchel iawn, iawn, ac mae'r cwestiwn yn codi pa mor uchel, neu pa amser o'r dydd sy'n cyfiawnhau gweld hynny fel ymddygiad gwrthgymdeithasol?

how loudly, or at what time of day it took place as to whether that would justify viewing it as anti-social behaviour?

[309] Felly, a ydych chi wedi ystyried rhoi yn y Bil ac yn yr adran 55 yma y dylai person fod wedi cael ei ganfod yn euog mewn llys o ymddygiad gwrthgymdeithasol cyn iddo gael ei droi allan o'r eiddo?

So, have you considered putting into the Bill and in this section 55 specifically that a person must have been found guilty by a court of anti-social behaviour before they are turned out of the property on that basis?

[310] **Mr White:** I think, in that respect, we are continuing the existing regime. So, I think, to require a conviction before taking action for anti-social behaviour would lengthen and delay the process and make it much more difficult for landlords to take action, when, clearly, their neighbours are being affected and they want to address it.

[311] **Lesley Griffiths:** Swiftly.

[312] **Mr Buffin:** Yes. I think, to some extent, there's a question of balance, isn't there? There's a question of balancing the right of the occupier who's committing the anti-social behaviour with those of the residents for peaceful enjoyment of their properties. So, this, we think, respects that balance.

[313] **Rhodri Glyn Thomas:** Ond, ar adegau, wrth gwrs, fe allai cyhuddiadau o ymddygiad gwrthgymdeithasol godi'r ffaith bod yna gwympto mas wedi bod rhwng cymdogion, ac felly, eu bod nhw yn ceisio canfod pob math o resymau er mwyn beirniadu eu cymdogion. Onid ydych chi'n poeni bod peidio â gosod hwn yn benodol yn y Bil yn agor y drws i bobl gael eu troi allan o'u tai a'u cartrefi heb fod yna dystiolaeth ddigonol?

**Rhodri Glyn Thomas:** But, at times, of course, accusations of anti-social behaviour could raise the fact that there have been disputes between neighbours, and that they were trying to find all kinds of reasons in order to criticise their neighbours. Aren't you concerned that not placing this specifically within the Bill will open the door for people to be turned out of their houses and homes without there being sufficient evidence?

[314] **Lesley Griffiths:** No. I don't think so, because you gave a very good example of things that are always brought to us, as you say, about music, and I think anti-social behaviour can only be defined by a criminal conviction, for instance. So, I think the current provision regarding the use of evidence of neighbours, for instance, in relation to eviction cases, will continue to apply. I think that's very important.

[315] **Rhodri Glyn Thomas:** Rwy'n credu bod y cwestiwn yn dal i godi ynghylch a ddylai hyn fod yn benodol yn y Bil rhag bod yna unrhyw sefyllfaoedd yn codi bod yna berson yn cael ei droi allan heb fod yna ddigon o dystiolaeth yn ei erbyn.

**Rhodri Glyn Thomas:** I believe that a question still arises there as to whether this should be specifically included in the Bill in case any situations arise where a person is evicted without sufficient evidence against them.

[316] Ond, a gaf i godi un pwynt arall, achos mae'r amser yn mynd yn ei flaen? Pam nad yw cam-drin domestig yn cael ei grybwyll yn benodol yn adran 55?

But, may I raise one other point, because time is getting on? Why is domestic abuse not specifically mentioned in section 55?

[317] **Lesley Griffiths:** Section 55 of the Bill defines 'prohibited conduct' as behaviour capable of causing nuisance and annoyance, and I cannot think of any form of domestic abuse

that wouldn't be classed as nuisance or annoyance. I think if we did have a separate definition for domestic abuse, then that would run the risk of creating a higher threshold for proving that domestic abuse, more than another form of prohibited conduct. It's something I've thought very carefully about, and I think it will be absolutely essential that any guidance we bring forward will absolutely make it clear that domestic abuse falls within this definition.

[318] **Rhodri Glyn Thomas:** Mae yna nifer o fudiadau sydd yn cynrychioli gwagedd yn enwedig sydd wedi dioddef cam-drin domestig yn teimlo nad yw hynny yn ddigonol a bod angen crybwyll cam-drin domestig yn benodol yn yr adran yma. Ond rwy'n cymryd, Weinidog, eich bod chi wedi ystyried hynny yn fanwl iawn ac y byddwch chi'n parhau i ystyried hynny wrth i'r Bil fynd yn ei flaen. Diolch yn fawr iawn.

**Rhodri Glyn Thomas:** Several organisations who represent women in particular who have suffered domestic abuse feel that that is not sufficient and that there is a need to mention domestic abuse specifically within this section. But I take it, Minister, that you have considered that in great detail and that you will continue to consider that as the Bill goes ahead. Thank you very much.

[319] **Christine Chapman:** Thank you. Gwyn?

[320] **Gwyn R. Price:** Good morning, Minister. On the serious rent arrears section, how do you respond to concerns from Community Housing Cymru about the removal of the mandatory ground for possession on the basis of serious rent arrears, and why has the ground been retained for standard contracts?

[321] **Lesley Griffiths:** I disagree. I think it's really important that there is a single secure contract that will be the default for social housing providers. The Bill will create something that I think has been long called for—and Jocelyn might support me here: they want a single social tenancy here in Wales. So, from my understanding, it's been long called for, and this is absolutely what the Bill will provide. The level of serious rent arrears for tenants of local authorities is the same as housing associations, and that's at 2 per cent, so there's very limited use made of what is called 'ground 8' by housing associations. So, I don't accept that the lack of a mandatory ground for rent arrears will have a significant impact on finances of housing associations.

[322] **Gwyn R. Price:** So, why have they been retained in the standard contracts?

[323] **Lesley Griffiths:** It's different for private landlords because it could be that they're relying on the rent for that property to pay their own mortgage, for instance. So, that's the reason why we've kept it for their contracts.

[324] **Gwyn R. Price:** Thank you.

[325] **Christine Chapman:** Okay. John?

[326] **John Griffiths:** In terms of the abandonment procedure, concerns have been expressed that, in making it quicker and easier for a landlord to end a tenancy if they believe abandonment has taken place, it could particularly impact on vulnerable tenants. How would you respond to those concerns? Some of the examples that have been given are where a vulnerable tenant might spend a prolonged period in hospital, for example, and the danger is that that could then lead to the tenancy ending on the basis of abandonment when, obviously, that person is incapacitated for a period of time.

[327] **Lesley Griffiths:** I think the first thing to emphasise is that a landlord has to make necessary enquiries if they suspect that somebody has abandoned the property. If they don't, then the action that they take would be unlawful, and there's a very significant sanction

against a landlord who would seek to abuse that. So, we're building further safeguards into the Bill, so, for instance, if a contract holder should reappear within six months of the issue of abandonment, and prove that they haven't abandoned it, they could make a claim to the court to say that the landlord hadn't acted properly. Then, the court, if they were happy, could reinstate the contract, and therefore, the landlord then would have to offer accommodation to that person.

[328] They have to make enquiries for four weeks, so I think we could safely say that if a landlord suspected somebody had abandoned the property, prior to that four weeks, they would have been suspicious about it or they would have evidence about it. So, again, before they can issue a notice that a property has been abandoned, there would have to be the period of four weeks. That four-week period is operating very well in Scotland, and has done for, I think, about 10 years. So, we have an example of where that is. However, this is obviously something very new. I'm very aware that we would have to monitor it very carefully, but, again, it's about making sure that if a property has been abandoned, the landlord can deal with it more quickly than currently and is able then to re-let the property.

[329] **John Griffiths:** How would the six-month period work then if a landlord had only one property and they didn't have an alternative property to offer to a tenant?

[330] **Mr Buffin:** The expectation is that normally this would be used within the social sector and in conjunction with secure contracts, but on the basis that the Bill is now landlord-neutral and a private landlord would want to exercise this right, there is provision in the Bill for the court to make such order as it thinks fit. So, for example, it could be a monetary compensation payment that the court decided to order.

[331] **John Griffiths:** Just finally, Chair, in terms of the four-week period as well, I take it from what you said, Minister, that the experience in Scotland gives you some confidence that that's right period of time. Will you be issuing guidance on this?

[332] **Lesley Griffiths:** Absolutely, yes, and within that guidance we would give examples of types of investigations that we would expect a landlord to undertake during that four-week period. That would be part of the implementation plan of the Bill, but, absolutely there would be guidance.

[333] **Mr White:** Just to add to that, there is a power in the Bill under section 219 to vary those timescales. So, as the Minister said, we would scrutinise how that system is working, and if there was a need to lengthen either the four-week or the six-month period, then we would do that.

[334] **Christine Chapman:** Okay, we've got about four minutes left. Peter, I think, wanted to come in, and also Alun.

[335] **Alun Davies:** I have no more questions.

[336] **Christine Chapman:** Right, okay. Peter, and then we'll finish.

[337] **Peter Black:** Minister, the Bill uses the county court or High Court for a number of purposes. In addition to dealing with possession claims it is for the court to decide disputes relating to written statements, tenancy deposits and where the landlord is required to provide their consent. But, it also removes some functions from the residential property tribunal. Why does the Bill not confer powers on the residential property tribunal?

[338] **Lesley Griffiths:** Okay. I know this is something that we discussed and we have considered it. I think the main issue is the capacity on the part of the tribunal, and certainly

officials have met with the tribunal officials and with other justice departments to have a look at this. So, I do have certain sympathy, and, as I say, we've discussed it, but I do think it would be something that would be a major change and something that perhaps we could look at in the long term to give the tribunal opportunity to build up some capacity, because obviously this Bill will already be making significant changes to the operation of the law for renting. So, I think it would be better for those changes to be in before we did something.

[339] **Peter Black:** I understand you're saying that the residential property tribunal doesn't have the capacity to deal with additional functions, but why take functions off them?

[340] **Lesley Griffiths:** I mentioned before that only 10 cases had been looked at in relation to rent assessment committees, for instance. So, again, I think it's something that can be perceived, and certainly I think you and others have raised it with me that this could be perceived as a risk, and something that would have to be monitored. But, I would like to see that sort of capacity building being done alongside this.

[341] **Peter Black:** Do you think there's not a case to say that we should be investing in the Welsh residential property tribunal as a specialist housing tribunal in Wales and actually setting the pace, if you like, for the rest of the UK in terms of that?

[342] **Lesley Griffiths:** Yes, it's certainly something we could look at. Again, finance might be an issue, but, yes, it's certainly something that I know officials have been discussing. You've met with several departments, haven't you?

[343] **Mr White:** We've met with the residential property tribunal and other bodies. As the Minister mentioned, this Bill is already making a very significant change. To add on top of that a very big change to how disputes are resolved—and bearing in mind it is just 10 cases that went in two years that would be relevant, if you like, to this Bill—

[344] **Peter Black:** It doesn't seem such a big change after all, does it, if there's only 10 cases.

[345] **Mr White:** Well, yes, but if you were going to transfer cases from the courts to the tribunal you're talking about thousands of cases—4,500, 6,000, or something like that, cases a year, I think. So, that just gives you an indication of the scale of difference that we'd be talking about.

11:15

[346] **Peter Black:** I think the issue is that the residential property tribunal needs to be more accessible to tenants, and, you know, you don't have to have specialist legal support—some of them do, of course, but you don't have to. If we're looking at empowering tenants, that would be a better way of doing it, but I understand that you want to look at that.

[347] **Lesley Griffiths:** Yes.

[348] **Peter Black:** Finally, what discussions have you had with Her Majesty's Courts and Tribunals Service regarding the costs that could fall on that service as a result of this Bill?

[349] **Lesley Griffiths:** I haven't, but I know officials have met with officials from Her Majesty's Court and Tribunals Service, as well as the Ministry of Justice and Judicial College, to discuss the Bill. I don't know whether you want to say anything on the discussions.

[350] **Mr White:** We've had discussions, dating back to July 2013, with Ministry of Justice

officials. Obviously, it was clear at that stage we were going to be looking to implement the Law Commission's recommendations. That was while we were consulting on the White Paper. So, they've been aware of it for a long time. We've also met with Her Majesty's Courts and Tribunals Service here in Cardiff to look at their processes. So, for example, their existing processes cover work for both the 1988 Act and the 1985 Housing Act, so we think they are reasonably generic and we think they should be capable of incorporating this approach as well. Inevitably, there will be some costs. We're also aware, for example, that the civil procedure rules will need to change, so we'll need to work with the Ministry of Justice and appropriate bodies to do that as well. I think, overall, we don't see—. They haven't challenged it, particularly given there's an increase in cost. I think they recognise that what this is trying to do is to actually clarify the system to the extent that it will reduce disputes.

[351] **Peter Black:** Thank you.

[352] **Christine Chapman:** Okay. Well, I think we'll draw this session to a close. So, can I thank the Minister and her officials for attending today? It's been a very interesting and useful session. We will send you a transcript of the meeting so that you can check for factual accuracy. Thank you for attending.

11:17

### **Papurau i'w Nodi Papers to Note**

[353] **Christine Chapman:** There is one paper to note. This is a letter from the Minister for Public Services and it relates to the committee's scrutiny of the Local Government (Wales) Bill. So, I ask you to note the paper.

#### **Cynnig o dan Reol Sefydlog 17.42 i Benderfynu Gwahardd y Cyhoedd o Weddill y Cyfarfod (Trafod y Dystiolaeth a ddaeth i Law o dan Eitem 2, ac Ystyried yr Adroddiad Drafft ar y Bil Llywodraeth Leol (Cymru))**

#### **Motion under Standing Order 17.42 to Resolve to Exclude the Public from the Remainder of the Meeting (Discussion of Evidence Received under Item 2, and Consideration of the Draft Report on the Local Government (Wales) Bill)**

*Cynnig:*

*bod y pwyllgor yn penderfynu gwahardd y cyhoedd o weddill y cyfarfod yn unol â Rheol Sefydlog 17.42(vi).*

*Cynigiwyd y cynnig.  
Motion moved.*

*Motion:*

*that the committee resolves to exclude the public from the remainder of the meeting in accordance with Standing Order 17.42(vi).*

[354] **Christine Chapman:** Could I now ask the committee whether you're content for us to move into private session for the remainder of this meeting to discuss the evidence we've received and also to consider the draft report on the Local Government (Wales) Bill? Are you content? Yes. Okay.

*Derbyniwyd y cynnig.  
Motion agreed.*

*Daeth rhan gyhoeddus y cyfarfod i ben am 11:17.  
The public part of the meeting ended at 11:17.*

