

Written evidence submitted by Olan Homes (RRB67)

on shared renters, short lets & decent homes improvements

Introduction

- 1 Olan Homes is a registered society that provides advocacy advice and support for renters in shared accommodation, fully-mutual housing co-operatives and is a sponsoring body for registering fully-mutual housing co-operatives.
- 2 In this submission Olan Homes advocates for the needs and rights of renters in shared accommodation, those who choose to live in shared housing out of either necessity, or out of choice, often for their whole lives (including for social, support, artistic, or religious reasons). In addition this submission advocates for those who need short term accommodation.

Executive summary

- 3 This Bill purports to protect renters rights. It may do this for non-shared renters. But for shared renters, it breaches their convention rights under the Human Rights Act and makes no attempt to balance the rights of housemates against another renter.
- 4 Almost 1 million live in privately-rented shared accommodation (20% of private Renters)¹ That's over 20% of the 4.6 million people in England who are renting privately.²

¹ ONS Households by type of household and family, regions of England and GB constituent countries, 2021

² English Housing Survey 2022-2023, figures 2021

- 5 The Renters' Rights Bill (in line similar devolved legislation in Wales (Renting Homes Wales Act) currently ignores that 20%, and approaches renter's rights from a 'solo living' paradigm: with every clause assuming that renters are either living in their own household (solo, family or couple), or else are renting in HMOs or student units (i.e. sharing some facilities but essentially living alone and with no communal decision making or rights).
- 6 As a result, the Bill takes no account and makes absolutely no provision for consulting, considering, or exercising the rights existing Renters or others in shared accommodation.
- 7 **The Bill as currently drafted poses an existential threat by:**

a) Denying the rights and needs of co-renters in shared housing

By making no provision for renters/housemates in communal shared accommodation to determine if they don't wish to live with an intolerable person, if they wish to grant a probation period, or if they wish to have a pet or a baby or child in their home, and no means to effect removal of an intolerable housemate they do not wish to share their home with (short of 'anti-social behaviour'), thus breaching their convention rights under the Human Rights Act 1998,

Article 8 & 11.

It also provides to consultation or influence for those Renters who don't want their home's antique fully-working bathrooms or kitchens needlessly removed, destroyed and replaced due to the Decent Homes Standard.

b) Destroying the market and rights to let short term accommodation

The Bill effectively abolishes fixed and short term letting, as it requires 12 months before being able to give notice to get ones room or flat to move back into, and doesn't allow fixed term contracts, effectively banning short term letting or subletting of ones home [other than to students or agricultural workers]. It also requires landlord and property registration for even short term residential lets.

This denies Renters and homeowners on low incomes from letting or subletting their rooms whilst away, and denying them holidays, training, work, care or travel. It will also strangle the market in short lets for those who need them, for example for seasonal work in a bar or whilst undertaking a boat-building course.

c) Harming the environment, wasting natural resources, & increasing carbon emissions

By implementing the blunt requirements of the 'Decent Homes Standard' which requires bathrooms over 30 years and kitchens over 20 years to be replaced automatically, and by its blunt insulation standards based on thickness of insulation rather than need. These standards also allow no choice to the Renters, who ultimately have the costs passed on to them, and their imposition is patronising and inept and breaches the rights of Renters to choose the style, extent, and age of their living quarters and facilities, & the size and extent of the facilities they need and desire.

8 The Issues that require amending

- Issue A Banning of Short Lets

- Issue B Removal of Probation Periods in Shared Housing

- Issue C Removal of the ability of shared renters to ask landlord to remove an intolerable housemate

- Issue D Lack of provision for removing a member from a community

- Issue E No rights afforded to shared renters to influence whether they want to share their home with another renters pet

Issue F No rights afforded to shared renters to influence whether they want to share their home with a baby or child

Issue G Imposition of environmentally regressive and costly changes with no say afforded to renters in imposing Decent Homes standard

ISSUE A

Banning of Short Lets

- 9 **The Bill will effectively destroy the market for those who require short lets; & remove the ability for one to let or sublet one's room or home for a short period**

This is because the Bill:

a) does not allow short term or fixed term tenancies

b) does not allow someone to give notice to move back into a flat or room they have let or sublet, until a year has passed

c) requires 4 months notice to be given after a year has passed, in order to get possession

c) requires someone to apply and pay for property and landlord registration before they can lawfully let out or sublet a room even for a short period

This renders short lets impossible except for agriculture or students in HMOs.

If anyone attempts a short let, be it a tenant or student subletting, or a poor homeowner, they risk being rendered homeless for up to 14 months before they can regain possession under this Bill. And risk being criminalised if they don't or can't afford to register the property and as a landlord.

- 10 This will fail to protect the homes of those renters and homeowner who need to go away for given periods and cannot afford to go without subletting/letting. It thus breaches their Human Rights, threatens their homes, and effectively will destroy the necessary market for short term letters (or push it underground). Neither will it benefit in any way those renters they would be renting too who need short term accommodation.
- 11 The Bill removes the ability of both low-income renters and poorer homeowners to go away and let/sublet for short periods to enable them to afford to do so. The Bill prohibits this by abolishing fixed term tenancies, and by requiring a full year before someone can seek possession if they need to move back into their home or room.
- 12 This Bill as drafted will destroy the market for those people who need short term residential lets, people who do not need to will no longer let short term due to cost and work of registering as a landlord for such a short period, and for fear of becoming homeless on their return.

- 13 This combined affect is a huge assault on the lives and liberties of tenants, sharers, and poorer homeowners, and will impact the fluidity of the economy, and people's personal lives. This is a clear and unjustifiable breach of the convention rights of both renters who need to sublet and homeowners who need to let their properties.
- 14 Even a cursory look at housing forums and classified sites such as spareroom.co.uk or groups on Facebook marketplace can be viewed to see just how many people both seek and advertise sublets and short term let in every part of the UK. Short term letting is a crucial and necessary element of the housing market that allows personal flexibility, mobility, and which supports training, education, carers, and the jobs market.
- 15 Yet, this Bill will cause the market to collapse and the poorest will suffer the most. It will restrict the ability of many poorer people to to leave home for a period to provide care, go on holiday, or to visit a friend who is ill, or to have a break, as they will not realistically be able to rent out or sublet their room or flat and thus won't be able to afford to leave; and it sweeps away all the rights and benefits for renters who need short term accommodation for work, training, care or health and who cannot afford exorbitant holiday lettings or hotels.
- 16 The economy will also suffer as seasonal workers, casual labour, carers, bar workers, and trainee mobility will be severely reduced. Fisheries, care homes, and the hospitality industry, such as in tourist coast towns such as Lyme Regis that rely on short team and season workers will be very hard hit, as will their workers. The Bill appears to consider short term lets need special treatment, but **only** provides exemptions in relation to full time students and agricultural workers, but not any of the myriad of other people and industries that will be affected.
- 17 Those people who do, in spite of this Bill, choose to offer the own accommodation for short term lets (whether they are homeowners or are subletting) will now have to do so at risk of becoming homeless with no legal remedy. In addition they will have to register their property and themselves as landlords, even to sublet room, even if they are a student and away for two months, or risk being criminalised.
- 18 MPs should note that
 - a) If someone rents or sublets their whole room or flat whilst they are away, they are at law necessarily creating an assured tenancy that would be covered by this Bill.
 - b) 'Holiday lets' such as 'AirBnB' or hotels are not viable alternatives to short term residential lets. They are far more expensive and in any case cannot be lawfully used for residential letting, if they are used for residential rather than genuine holiday use that is a breach of service rules, a breach of planning rules, are very costly, and the owner of the holiday accommodation risks the occupant becoming a tenant with protection.
- 19 Another consequence of this Bill's ban on short lets is that the pressure from higher income from holiday lets which is already distorting the market for those people who need homes to let, will become even more unbearable as holiday letting will be the **only** viable form of short let. And

given the prices of holiday versus residential short lets, this will only be available to those people with sufficient income, hitting the poorest.

20 Those people who have mortgages or buildings insurance will also likely be further affected, as it is unlikely homeowners would get permission from mortgagors or insurers to let out for short periods if they need to go away for a period, as a consequence of this bill due to its lack of provision for short letting.

21 **Example 1: Sam the student & Agnieska the retired actor**

Sam is student, and has a room shared with 7 others in Nottingham.

Sam wants to go on a holiday to visit their grandma in Bolivia in June for 3 months.

Sam checks with their housemates and the landlord who all agree, Sam advertises their room and interviews Agnieska who is a retired actor, working on a theatre performance for the summer and so needs a short term room in Nottingham for the summer, Sam's room is the perfect opportunity.

Currently: Sam can rent the room, providing the money to visit their grandma, without losing their home. Agnieska can afford to stay and work on the theatre performances for the summer with affordable accommodation, and sharing with Sam's nice housemates.

Under this Bill: Sam cannot sublet the room, they would have to register the property, register as a landlord, and pay the fee, or they would be committing an offence.

Sam could not issue a fixed term subtenancy to Agnieska.

If Sam came back and Agnieska refused to leave, Sam could not give Agnieska notice until a year had passed and would be rendered homeless, and Sam's housemates would have no recourse to get Agneska removed, or ask the landlord either, if they found Agneiska intolerable.

So instead Sam cannot sublet their room, Sam misses visiting their grandma overseas as they cannot otherwise afford to, and Agnieska cannot find any affordable accommodation as they are already paying rent in London and has to pull out of the theatre performance.

22 **Example: Anil the shopfitter**

Anil owns a one bedroom flat in Manchester, on which there is a mortgage. Anil has been offered work doing a shopfitting in Falmouth, Cornwall over 6 weeks, with no accommodation provided. Anil can easily advertise and rent their flat out of 2 months on a short let, and then rent a room in Falmouth out for 2 months on a short let, perhaps in a student house if someone is away.

Currently: Anil can take the job and find a cheap room in Falmouth in a student flat, and take the shopfitting job and provide someone a short let in Manchester.

Under this Bill: no-one can offer short lets, Anil cannot afford to stay in an expensive AirBnB

holiday let. Anil cannot afford the time and money to register as landlord and register the property on the database. Even if they could, Anil cannot find anywhere in Falmouth to rent due to the Bill. Even if they could find somewhere to rent in Falmouth, and managed their rent their flat out, Anil risks becoming homeless as they would have no right to give notice until a year has passed if the person refused to leave. Also Anil's mortgage company, due to the Bill, are now refusing permission to allow their mortgagors like Anil to issue short lets (or to let at all).

As a consequence of this bill: Anil loses the shopfitting job opportunity, someone in Falmouth loses the opportunity to let their room to Anil, someone else loses the opportunity to find a short let in Manchester which they need, and the shopkeeper in Falmouth cannot find someone affordable to fit the shop.

23 Example: Jake the weaver and Omalia the fisher

Jake earns £9,500 a year £791 a month, and pays £475 a month rent. Jake lives in a shared house. Jake has to go away for 3 months for a weaving training course in Scotland and cannot afford the rent for that period.

Currently: With permission from landlord and housemates Jake grants a fixed-term sub-tenancy to Omalia who is working on a short-term contract at a fishery for 3 months, so that they can stay in France for the winter working on a chalet as Jake's last job has just ended. (The pay is poor so they cannot cover their rent too). Upon Jake's return Omalia leaves.

Under this Bill: Jake cannot lawfully rent out without registering both property and as landlord. Even if they do that, since Omalia would have exclusive use of Jake's room, in law it is deemed an assured tenant covered by this Bill. So if Jake did proceed, Omalia could feasibly decide to stay longer and refuse to leave, knowing that Jake cannot even give notice for at least a year, and that the Bill doesn't allow fixed term contracts. This would render Jake homeless. Jake's landlord might be able to seek possession if Jake formerly surrenders the tenancy, but that is highly unlikely to help Jake. Indeed, it would more likely risk the home of the other housemates in the house who would also be powerless.

In the end, Jake cannot afford to go to France, and because of the Bill neither the landlord or the housemates are happy for Jake to sublet, and so Jake has to claim Universal Credit including housing costs for 3 months instead to afford the room, and Omalia loses the chance to work at the fishery as she cannot find short term accommodation. The fishery ends up understaffed.

ISSUE B

Removal of Probation Periods in Shared Housing

- 24 The Bill effectively bans probation periods in shared housing, since someone can't be given a fixed or short term let, and someone can't be asked to leave on the basis of not being accepted**

after a probationary period.

- 25 The ability to have the usual probation periods for new housemates when moving into shared housing with existing renters (housemates) who live together is essential for shared housing to operate and to protect the Rights of existing Renters.
- 26 In shared houses the Bill leaves no opportunity or provision for renters in shared houses to grant a new renter in their home a probationary period.

Example: The End of Holly Grove

- 27 *A group of renters in Peckham live together in a shared house, Holly Grove in Peckham, the household has been operating (with some comings and goings) for over 20 years, the longest-serving member has been there for 20 years. A vacancy arises, as usual the household advertise for the replacement and interview and then let the landlord know the details of the proposed tenant, and that tenant is given 3 months probation and then stays or is given 2 months notice.*
- 28 *However, since the advent of this Bill, probationary periods are effectively banned. A proposed housemate is selected, Marcos, and the landlord grants Marcos a tenancy. Marcos is told it is a probationary period due to the shared nature of the house and agrees to it. But due to this Bill, such agreement no longer has any force whatsoever.*
- 29 *After the first week, things start going wrong. Marcos is evasive, unsociable, highly dis-likeable to the others and makes no effort to bond or participate. After two months the other Renters meet and decide that Marcos is unbearable to live with for them, Marcos is not suited to their household and the situation is intolerable. They meet with the landlord who sympathises. However, the Landlord informs them that due to this Bill, notice cannot be given to Marcos as there are no grounds, and the behaviour does not constitute anti-social behaviour and the tenancy is not breached. The other Renters give the Landlord an ultimatum, however the landlord is powerless and the other Renters have no remedy against Marcos. Marcos is asked informally to leave, but refuses, and indeed it makes the atmosphere in the house even worse.*
- 30 *A year later, the household has disintegrated and all the original Renters have eventually moved out except Marcos. The Landlord has lost money with vacant rooms in the meantime and is weighing up options of how to close the shared house and move a family in or some other route with less problems.*

ISSUE C

Removal of the ability of shared renters to ask landlord to remove an intolerable housemate

- 31 **The Bill removes the ability of shared renters to influence who they share their home and living quarters with when things go wrong**

- 32 The Bill prevents difficult or intolerable housemates being given notice, even where they are incompatible to live with existing renters, and the Bill provides no grounds for this; the anti-social behaviour grounds are a higher threshold, hard to prove, and cannot be used other than in extreme cases, and tenancy agreements cannot provide for unpredictable circumstances or personal inter-relationships.
- 33 Everyone, whether wealthy enough to own their home, or poor enough to rent their home, should be able to influence who they share their home and closing living quarters with. This lack of provision is a breach of the existing Renters article 8 and article 11 rights under the Human Rights Act. It is also highly discriminatory in that people wealthy enough to own their own home and share it with others do not need grounds or even a possession order to remove a lodger, housemate, family or household member.

Example: 57 Mount Pleasant Street

- 34 *At 57 Mount Pleasant Street live 6 people, one of them Jamil, has a partner Alex who moves into the spare room. The landlord agrees to give them a tenancy. Jamil and Alex have a bad break-up. Alex is barely communicating with the other 6 Renters, and is not on speaking terms with Alex. Alex is not doing any chores either and complains if any guests visit or stay over (the household previously welcomed guests and were very sociable).*
- 35 *The other Renters discuss with the Landlord and explain they cannot live like this it not fair or tolerable for them. Previously the landlord could give a no fault notice to Alex. Due to the Bill, that is not possible Alex has not breached the tenancy agreement, and Alex is careful not to do anything that could constitute 'anti social behaviour (conduct capable of causing a nuisance or annoyance)'.*
- 36 *There is no remedy for the other Renters against Alex, and nothing they can do or seek, or ask the Landlord to do. Their rights are trampled due to the Bill.*

ISSUE D

Lack of provision for removing a member from a community for breach of Rules or for not supporting its objects

- 37 **This Bill affects not just those in standard rented accommodation, but also those who live in communities and limits the ability for removing members from those communities should they have an assured tenancy, even if they breach the Rules or have their membership revoked, unless this is explicitly specified in the tenancy, which often isn't the case**
- 38 **Further, if a member after joining later ceases to support the communities' objects, thus becoming clearly incompatible, but does not breach the tenancy, then there is no provision in the Bill for their removal, they can remain for life benefiting from the community.**

- 39 Intentional communities, societies or communes, including both religious, non-religious, ideological, land-based or otherwise. In those communities, the landlord may be a Trust or organisation or a benevolent individual.
- 40 Anyone living in those communities who has exclusive use of their own room, flat, lodge, or other accommodation, and is paying rent may be deemed an assured tenant and caught by this Bill. (Exclusive usage means they are highly unlikely to be considered licensees at law, and there are no exceptions provided for communities (religious or otherwise) from granting Assured Tenancies (for example in Schedule 1 of the Housing Act 1988).
- 41 Members of such communities often rent at very low rents, and further form an integrated self-reliant community, the community needs to regulate and determine who lives and is participates in their community. Sometimes a membership is revoked due to non-participation, breach of Rules, or where someone does not share in the communities ethos or beliefs.
- 42 This bill does not allow probation periods, and it provides only discretionary grounds to remove tenants from such communities, if in breach of the tenancy agreement. However, if the tenancy agreement is only verbal, as is often the case in those situations, or if it does not explicitly include adherence to the Communities Rules or procedures, then the community may face significant challenges when the Bill comes in as they will have to convince a Court that the breach of the Rules is a breach of the tenancy. This is a breach of the Article 8 and Article 11 rights of both the members of the community and the community itself as an organisation.

Example: Woodland permaculture Trust vs Farrah

- 43 *A group of friends in the 1970s purchase some land and small dwellings in Kent. The land is held in trust and managed as a woodland and nature reserve, the dwellings are let to individual members, many of whom are Trustees, and all of whom who must follow the Trust's rules and objectives, attend meetings, participate in the land managements, and contribute voluntary work on the permaculture site.*
- 44 *The Renters Rights Act is passed. One of the members, Farrah, is particularly problematic, and has started to fail to attend meetings and stopped contributing to the works on the site.*
- 45 *At a meeting of the Trust, the other members and Trustees all vote to rescind Shah's membership, and give them notice to leave the site.*
- 46 *The Trust's lawyers advise that the only grounds upon which Farrah can be removed is the discretionary ground of breach of tenancy, however, since Shah had a verbal tenancy and the Rules were introduced and changed after the tenancy, it would be difficult or impossible for a court to find in favour of the Trust. The hands of the Trust and its members are tied. Farrah has also stated openly they disagree with the objects of the Trust and do not support them. Thus the*

Trust has removed membership but cannot tenancy Farrah's tenancy.

- 47 *The Article 11 and Article 8 rights of the Trust and its' other renters and other members are thus unjustifiably breached. Numerous court precedents including Green Party vs Shahrar Ali earlier this year elucidated that organisations (as well as individuals) have Human Rights to determine their own membership and who is involved, this Bill makes no provision for this.*

ISSUE E

No rights afforded to shared renters to influence whether they want to share their home with another renters pet

- 48 **The Bill removes shared renters' ability to decide whether they wish to live with a pet in their home or not**
- 49 The Bill has no requirement for landlords to consult with other housemates if one requests a pet, those other renters are given no voice, and they are given no veto on having a pet in their home against their will and needs, if another renter applies to the Landlord for a pet and is successful.
- 50 This is a breach of ones Article 8 convention rights and is a failure to recognise or balance those renters' rights against those of the renter applying. Having a pet move in your home against your will is a significant breach of ones peace and autonomy. For many sharing a home with a pet may be against their ethics, their religious beliefs, or cause them allergies, or trigger OCD, or put them in fear of the pet, or cause them greater cleaning work.
- 51 Once a pet has moved in, the Bill provides absolutely no legal recourse to get the pet removed (or its owner) in the event that other renters in the home object, or become uncomfortable around the particular animal, or develop an allergy (all these possibilities are from real life examples experienced by our staff when renting).

Example 1: Gloria and the puppy

- 52 Gloria enjoys life in their Brighton flat, with 2 housemates. One day without any consultation, their new housemate Sapphie gets a puppy and says the landlord agreed. Gloria is allergic to dogs and has a fear of dogs, but no-one bothered to ask.
- 53 Fortunately, (and unusually) the Landlord does care, and asks Sapphie to get rid of the dog. Sapphie refuses. The Landlord seeks advice, the solicitor explains that the Landlord gave consent for the dog, and now there are no lawful grounds under the Bill to ask Gloria to get rid of the dog, nor to give them notice if they refuse.
- 54 As a result of this Bill, Gloria has no choice but to leave immediately. Gloria is now homeless and bereft.

Example 2: Justin and the tarantula

- 55 Josie rents a room in a flat. There is a spare room. The Landlord needs to cover the mortgage so they rent the spare room out to Justin. Justin and Josie get on okay, but aren't friends and interact minimally. Justin asks the landlord for consent to keep a tarantula in a tank. The landlord sees no issue and gives consent. Unbeknownst to Justin or the landlord Josie has severe arachnophobia.
- 56 The Landlord failed to consult Josie, and was not required to under the Bill. Justin refused to get rid of the pet. The Landlord refuses to take any action. Even if the Landlord wanted to, there is no action they could take – the Bill does not provide any lawful ground for giving Justin notice if they do not comply.
- 57 Keeping the tarantula in a tank in Justin's room is not grounds for anti-social behaviour. However, it is sufficient to make life impossible for Josie who can barely bring herself to enter the flat or relax knowing the spider is there. Josie is forced to move out.

ISSUE F

No rights afforded to shared renters to influence whether they want to share their home with a baby or child

- 58 **The Bill removes shared renters' ability to influence or veto whether they wish to live with a baby or child in their home or not and has no provision for considering the needs or wishes of existing renters in shared house when determining this**
- 59 The Bill nobly requires the landlord not to discriminate against a renter with a child. Yet, it has no counter requirement for landlords to consult with existing Renters/housemates. If one Renter or a new Renter requests to move in with a baby or young child, existing Renters are given no voice, no consultation, and they are given no veto on having a baby or young child in their home against their will or needs. The only rights lie with the Renter with a child who the Landlord cannot discriminate against.
- 60 The Bill does allow the Landlord to try and justify discrimination if this is a 'proportionate means of achieving a legitimate aim'. However it afford no mention and no duty to consult nor any rights to influence the decision to the renters who are living in their home. This is a breach of their convention rights and is a failure to recognise or balance those renters' rights against those of the renter applying.
- 61 In the event a person living in a house has a baby or brings a child to live with them, the other existing Renters are afforded no voice or rights under the Bill, as even if a majority of them object to the Landlord on the grounds that they could not live with a baby or young child, the Landlord will have no lawful grounds to ask the Renter with the child to leave.

62 This lack of consultation, of consideration, and the lack of grounds for landlords to do justice to existing Renters, or for those Renters to take any meaningful action is a clear and unjustified breach of the Rights of existing Renters in relation to their own homes and lives. Even if the existing Renters gave the Landlord an ultimatum to compel the Landlord to act to protect their rights the Bill removes the ability of the Landlord to do so, giving no grounds.

Example 1: Troy and the toddler

Troy lives with 3 other tree surgeons in a friendly and relaxed household in Huddersfield. All four have lived together since qualifying 4 years before, and are in a band together, have a drum-kit, and stay up late with guests, pizza boxes, music, and games consoles in their lounge. A tragic work accident leads to the death of one of their housemates. The Landlord advertises and finds a new tenant for the resulting vacancy.

The landlord gives the room to a new tenant, Abbie, has a five year old child, Mark. Albeit sympathetic, the Landlord did not consult the existing renters. Abbie and Mark move in. When asked, the landlord states they 'cannot discriminate' against children due to the Bill.

Mark is a typical toddler, Abbie and Mark do not fit well with the house, or the relaxed and chummy lifestyle of the existing renters. a wholly unsuited household for a child. And the home environment and camaraderie of Troy and other renters in the house is destroyed. They ask the landlord to give notice to ask Abbie and Mark to leave their home. However, the Landlord has no lawful grounds under the Bill to do so.

Troy and the others end up moving out of their home, and parting ways, distraught, having lost their friend, their band, and their home as a consequence of this Bill and its lack of consideration of the Rights of existing Renters.

Alternative ending: Abbie finds the house unsuitable for their child Mark, and complains to the Landlord, and states that the existing Renters are causing nuisance through their music, late nights, guests, pizza boxes, and drinking.

The Landlord cannot evict Abbie, and so instead, to resolve the situation the only way they can, the Landlord gives Troy and all the other pre-existing Renters notice to leave, using the anti-social behaviour ground.

If the existing Renters fought it in court they may or may not be evicted depending on the judge's view. Of course that is not be feasible or reasonable, to fight through court waiting up to 3 months just for a hearing, so they leave. In any case everyone's life is upended, due to this Bill and its lack of balancing of Rights of existing Renters.

Example 2: Nwando and the baby

Nwando lives with 4 others in a shared house in Hastings. They found and rented the house

together 15 years before, and share a garden and eat together and live closely intertwined lives. One of the housemates, Jacqui, has a child and Nwando and the others do not want to live with a young baby, the crying is intolerable and Nwando lost a child and cannot have another child, and has PTSD of having a baby around. The Bill provides no means of Nwando and the housemates needs or rights to be considered or enforced. And even if the Landlord agreed, there is no legal means of asking Jacqui to leave to protect the rights of Nwando and the others. A baby crying or causing Nwando severe mental health deterioration doesn't constitute an 'Anti social behaviour' ground under the Bill.

ISSUE G

Imposition of environmentally regressive and costly changes with no say afforded to renters in imposing Decent Homes standard

- 63 **The decent homes standard, as implemented by the Bill, imposes a financial burden on renters, denies those renters any say in what improvements they want or need, and is environmentally regressive and unsustainable**
- 64 The Bill by applying the 'Decent Homes' standard to private accommodation will, as it stands, allow the Government to mandate the 'quality' of, for example, kitchen units (or even whether they are needed at all) on the blunt basis of 'age', ignoring the financial, ecological, carbon-emissions by doing so, and the aesthetic needs of people in their own homes.

The Decent Homes standard as currently applied includes many reasonable standards, however it also is

- totally ill-suited to the diverse and broad range of Renters houses and needs in diverse private accommodation.
- provides no means of consultation with Renters
- provides no discretion for Renters to decide what they need
- provides no discretion for not imposing 'improvements' that Renters don't want or require
- provides no discretion for retaining usable and adequate antique or original furnitures or fittings
- makes no provision for Renters who manage their own fixtures, fittings, heating and repairs (for example someone renting a forest hut, or a group of joint tenants who manage their own house on a short lease from year to year and do not want the Government to impose its blunt standard on them).
- criminalises landlords who don't enforce the government 'standards', even if the Renters don't want them

Criterion C - Reasonably modern facilities and services

- Requires all bathrooms more than 30 years old to be replaced
 - A nonsense that cermaics, metal baths, well-installed tiles, toilets and sink should be replaced regardless of their condition or repairability. (And regardless of whether the

Renter wants them replaced.)

- Requires all kitchens more than 20 years old to be replaced
 - A nonsense that for example ceramic sink, a solid wood dresser or worktop, and well-installed tiles that could last for 100 years or more should be replaced regardless of their condition or repairability. (And regardless of whether the Renter wants them replaced.) Or that every Renter requires or desires a full kitchen, some will prefer to choose a microwave and table for their lifestyle, and pay accordingly.
- Requires 'adequate space and layout' of a kitchen
 - the Government determines this, regardless of the Renters individual needs, wishes, or requirements, with no consultation
- Requires 'an appropriately-located bathroom and WC'
 - the Government determines this, regardless of the Renters individual needs, wishes, or requirements, with no consultation

Criterion D - It provides a reasonable degree of thermal comfort

- The detailed specifications rule out individual desires and needs for Renters, for example if a renter wanted to rent and live in an affordable and low-impact woodland cabin and their own burner to heat it, this Bill would deny that Right and choice to the Renter and impose Government regulations regardless, against the Renter's interest.

65 adequate size and layout of common areas for blocks of flats.

66 In the broad and diverse private rental market, as contrasted with the the social housing market, as occurs within the broad and diverse private rental market, for example those on a joint tenancy who let a house from year to year and take full responsibility for repair and maintenance, or those who live in a community seeking sustainability, or those who wish to live a frugal lifestyle and pay less as a result).

67 The policy is innately and heavily discriminatory: no homeowner would be expected to implement those 'standards' and for example replace a historic and workable solid wood antique kitchen with a cheap MDF unit to satisfy the state's blunt instruments. However, a Renter has no such choice and this Bill will thus ignore the Rights and needs of the private Renter.

68 Naturally the price of implementation will be passed on to the private Renter even if they don't want or need the Government's proposed 'standards' (or regressions as the case may be) in their home.

Example: Jill in the Wood

69 Jill rents a cabin in the woods in the grounds of a forest Trust in Kent (of which Jill is a member), the Trust has historically rented huts to tenant members in its woods for over 60 years. Jill has

lived in her cabin for 40 years.

- 70 Each member renting a hut is a tenant, and under this Bill would be an assured tenant (as they cannot be licensees, each having exclusive possession of their individual cabins).
- 71 Each member repairs, and furnishes, their own hut and decides what if any kitchen facilities they wish to have, or build their own external kitchen facilities. Cooking and heating is provided over a campfire or a wood burner which Jill maintains in their hut. Jill has built a unique and beautiful kitchen that suit Jill, in their hut out of hazel wood they have harvested.
- 72 Toilets are compost toilets built by members. Showers are passive solar showers that members build themselves powered by the sun and water from the well.
- 73 Under this Bill, the Trust which Jill is a trustee of, and Jill as a tenant would be unable to continue to living in their chosen lifestyles and they could not meet almost any of the provisions of the 'decent homes' standards that the Government wish to impose on the Renter, Jill.
- 74 As a result the Trust cannot rent out to members for money, it becomes bankrupt and dissolves. Jill is homeless.
- 75 The rights of Jill and the other members of the Trust, and the Trust itself are unjustifiably breached by the operation of this Bill, breaching their rights of self determination, discriminating against their lifestyle and tradition and their rights to a home and respect of their culture.

Proposed amendments

Draft amendments are being prepared to address the following

76 New definitions

In the Housing Act 1988 Part 1, Interpretation, defining:

- shared accommodation
- co-tenant
- collective community

(where residents live in the same community, sharing facilities, holding community meetings, and share religious, philosophical or ideological objects).

77 A consultation framework for shared accommodation

A new section, 14A, creating section 16N, in the Housing Act, setting out a consultation framework for landlords to consult with tenants in shared accommodation where:

- 1) a new permitted occupier or child is proposed

- 2) a pet is proposed
- 3) a new tenant is proposed
- 4) a change or works are proposed to implement the Decent Homes Standard (items 4 would apply to tenants in collective communities as well as tenants in shared accommodation).

78 A new discretionary ground 18 for possession in shared housing after probationary period

Where:

A tenant moves into shared accommodation with a probationary period of up to 4 months and the co-tenants in the accommodation provide written objection at the end of the period

79 A new discretionary ground 19 for possession in grievances in shared accommodation

A tenant(s) living in shared accommodation or a member of a collective community files an objection to another tenant in the same accommodation or community on the basis of incompatibility -

In the case of shared accommodation or a collective community:

the landlord has taken reasonable steps to remedy the incompatibility, the incompatibility significantly affects the occupants of the property or community causing disruption or grievance and is a result of significant divergence between the behaviour or lifestyle of the tenant complained of and the household or community at large which causes grievance.

In the case of a collective community only:

the accommodation is part of a community where members share facilities, have community meetings, and share religious, philosophical or ideological objects and the member complained of does not accept or adhere to the rules or objects of the community.

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Störm Poorun

28 October 2024