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**Tai Pawb**

**Response to title of the consultation;**

**Renting Homes – Illustrative Model Contract**

October 2014

For further information about this paper please contact:

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**Who we are**

Tai Pawb (housing for all) is a registered charity and a company limited by guarantee. The organisation’s mission is, “To promote equality and social justice in housing in Wales”. It operates a membership system which is open to local authorities, registered social landlords, third (voluntary) sector organisations, other housing interests and individuals.

**What we do**

Tai Pawb works closely with the Welsh Assembly Government and other key partners on national housing strategies and key working groups, to ensure that equality is an inherent consideration in national strategic development and implementation. The organisation also provides practical advice and assistance to its members on a range of equality and diversity issues in housing and related services.

**Tai Pawb’s vision is to be:**

The primary driver in the promotion of equality and diversity in housing, leading to the reduction of prejudice and disadvantage, as well as changing lives for the better.

A valued partner who supports housing providers and services to recognise, respect and respond appropriately to the diversity of housing needs and characteristics of people living in Wales, including those who are vulnerable and marginalised.

For further information visit: [www.taipawb.org](http://www.taipawb.org)

Charity registration no. 1110078

Company No. 5282554

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| **Question 1 – Key Matters document** | **Please tick** |
| Is the ‘Key Matters’ document clearly laid out and easy to understand? | Yes✓ | No |

However we would like to take the opportunity to draw your attention to the following:

While Key Matters (Annex 1 of the document bundle supplied for consultation) is an improvement to how many tenancy agreements are currently issued and Tai Pawb welcomes this improvement there are a few concerns we have with the current approach and we feel that it could be improved in the following ways;

* **Costs -** It is currently unclear what proportion of the rent to be charged is accommodation cost and what is additional costs such as service charges, utilities and so forth. We feel that it would be useful to have a global amount and then this broken down further for the sake of transparency. This approach will help ensure tenants and landlords understand their responsibilities in relation to additional / non- accommodation costs. Furthermore providing a breakdown could potentially help with housing benefits claims and also for the tenant to know where some service charges are optional. Optional service charges may include such things as garden maintenance where the tenant agrees to opt out and take over responsibility or similarly for routine maintenance of adaptations.
* **Additional Terms –** whilst it is vital to have these listed on the key matters sheet we would like clear guidance and support produced. It may be beneficial to produce some of the more common expected changes to terms to be provided in an easy to understand format which landlords can use when amending the Model Contract. We have a number of concerns on how additional terms can be included in an appropriate way when the agreements are produced in alternative formats (including easy read, audio, visual and community languages). We will comment further on this later in our response.
* **Terminology –** at times terminology is complex such as ‘Renting Homes Periodic Standard Model Contract’
* **Paper Copies –** we have some concern that there is no safety measure in place to ensure it is the tenants decision to have an electronic version instead of the paper version. We would like to see included on this sheet a copy of the email address where the Model Periodic Standard Contract has been sent and a clear indication that the tenant has made this request. We would also like to see the standard option for all tenants to be provided with an electronic and paper version with the ability to opt out of only the electronic version. We feel that providing a paper version is extremely important as electronic storage has been proven recently to be insecure. Where model contracts have been provided in alternative formats this should be noted also.
* **Signatures –** we would like to seek clarity if electronic signatures will be permissible, and how authenticity if used will be ensured? This is particularly important for those who are unable to sign and print their own name by hand.
* **Premises –** this term may be misleading where only a room is being let.

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| **Question 2 – Electronic contracts** | **Please tick** |
| Subject to the tenant’s prior agreement, do you support enabling the contract and any notices required to be issued electronically? | Yes | No✓ |
| If ‘no’, please briefly explain your answer. |

Whilst we are not, in general, in disagreement that electronic versions of the contract and any notifications should be made available in an electronic format there are some additional points we would like to draw your attention to:

* We believe electronic copies should be in addition to the paper copy.
* It is not clear if there is expectation that electronic versions will be in the format requested by the tenant (easy read, alternative language and so forth).
* We have concerns that utilising an electronic only format has the potential to disadvantage tenants if they found themselves unable to access the electronic format for any reason. Given the recent news reports on the insecurity of electronic storage such as icloud we feel that electronic versions should be offered as an additional only.
* As this proposal includes using electronic versions for notifications we strongly urge that these also be produced in a paper format. It is not uncommon for people to change their email address, often associated with a change in media providers; and while it could be argued that it is the responsibility of the tenant to inform the landlord of a change of email address realistically many people are likely to forget to do this. Whilst not a strict ‘equality based issue’ as we think this has the potential to affect all people, those on lower incomes are more likely to see internet services terminate all together as they, potentially, fare at greater risk of falling into arrears.
* An Anatomy of Economic Inequality in Wales (2011) highlights that those from BAME backgrounds, older people, single parents (statistically likely to be female) and disabled people are more likely to live in poverty. For these groups in particular both initial and continuity of access to internet provision is likely to be a problem and therefore so is the continuity of email addresses. Additionally people from a BAME background and disabled people are more likely to have lower educational outcomes, while older people are less likely to have many IT skills; this can potentially affect the ability to set up email forwarding services and other more complex operations.
* We would like to see included on the Key Matters the email address used to send the documents to as we believe this would help protect both the tenant and the landlord if there was to be a dispute at any point.
* If, going forward, it is to remain an option to ‘opt out’ of a paper copy of the contract and further notices then we would like the ‘tick box’ to have a signature attached to it specifically to remove any possibility for either party to amend it at a later date. We would like this section strengthened to ensure that this is the option of the tenant only.
* We would also like to highlight the potential confusion between the ability to ‘opt out’ of receiving a written version of the standard model contract and the clause which states “your landlord must give you a free written statement of your occupation contract within two weeks of the effective date...”, we think that most people will likely assume this is a printed version – however if this is to mean electronic version this should be made explicitly clear
* Allowing the free written version to be an electronic version could potentially discriminate those from lower incomes (BAME, disabled people, older people, single parents usually female) as this approach enables landlords to charge for a printed version of the contract – for the reasons stated above these groups are most likely to require this; potentially people from these groups could be forced into a situation of accepting the electronic version and subsequent notifications due to poverty not active choice. This is particularly concerning when we are discussing notifications – which as stated at section 176 should always be free, this needs to be made explicit within the Key Matters document and should reflect that it is irrelevant of the format.
* Free written version – could we also seek clarification if supplying the agreement in alternative formats will also be free (including audio and visual formats)?
* We would like to see responsibility passed to the landlord to ensure that electronic versions are received – therefore where a landlord has an incorrect email address or has been unable to ensure the message and attachments have been received through the use of a received / read receipt that the landlord **must** send a printed version, and this should not be chargeable to the tenant.

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| **Question 3- Copy of contract** | **Please Tick** |
| How useful would you find these ways of getting a copy of the model contract? | Very Useful | Quite Useful | Not very useful | Notat all useful  |
| * Download copy from website
 | ✓ |  |  |  |
| * Electronic copy on DVD
 | ✓ |  |  |  |
| * Printed paper copy
 | ✓ |  |  |  |
| * Other – please specify:
 | ✓ |  |  |  |

* In relation to equality of access to information, we feel that the more ways which can be included for people to be able to access a model contract the better.
* We would like to seek clarification that any alternative formats (such as BSL, community language, easy read and so forth) would also be available in a variety of ways listed above (website, DVD, paper copy).
* It would potentially be useful for an audio version to be made available on CD as some people may not have DVD players and there can be difficulty playing audio files from a DVD on a CD player.

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| **Question 4 – Guidance on contract** | **Please Tick** |
| How useful would you find these ways of getting information and advice on the contract? | Very Useful | Quite Useful | Not very useful | Notat all useful  |
| * Website using computer
 | ✓ |  |  |  |
| * Website using smartphone
 | ✓ |  |  |  |
| * DVD
 | ✓ |  |  |  |
| * Paper guidance; booklets
 | ✓ |  |  |  |
| * Telephone
 | ✓ |  |  |  |
| * Face to face e.g. Citizens Advice Bureau / Shelter Cymru
 | ✓ |  |  |  |
| * Other – please specify:
 | ✓ |  |  |  |

* In relation to equality of access to information, we feel that the more ways the better to be able to access the guidance.
* We would like to seek clarification that any alternative formats (such as BSL, community language, easy read and so forth) would also be available in a variety of ways listed above (website, DVD, paper copy).
* We would encourage the Welsh Government to work with specific third sector organisations who provide advice and advocacy to people from protected characteristics to help ensure these organisations are well trained and supported. We would like to see Welsh Government provide training and briefing sessions to such organisations before the implementation of tenancy reform.
* It would potentially be useful for an audio version to be made available on CD as some people may not have DVD players and there can be difficulty playing audio files from a DVD on a CD player.

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| **Question 5 – Model Contract format** | **Please tick** |
| Is the layout and format of the Model Contract easy to understand? | Yes | No✓ |
| If no, please briefly explain your answer. |

**Symbols**

* We have significant concerns on the use of these. As outlined below we do not think they accurately represent the areas they are supposed to cover. We have recommended below that these be revised with the help of organisations which have expertise in this area.
* In relation to the format of the symbol for ease of reading they should always remain on the same side of the box / page this is not currently the case. The current layout can make it more difficult for people with specific learning disabilities such as dyslexia or those with visual impairments to read the document.
* We are concerned that the correct symbol is attributed to each clause and think this might need further consideration such as the use of  for the following “13. “Deposit” means money paid as security”. We are unclear how this is a fundamental term – we feel this is an explanation of terminology not a term / clause of the contract.

**Language**

* We are unable to comment specifically on the Welsh Language content of the documents as these were not included in the consultation bundle we received. However the below comments are likely to be relevant to the Welsh language version also.
* We have particular concerns relating to the Welsh translation, the ease of translating very technical / legalistic language into Welsh and the ability for people to understand this. From our own experience of translating technical equality terminology into Welsh this is a significant area of difficulty and complexity.
* Throughout the entire Standard Model Contract supplied at Annex 2 in the consultation bundle the language is complex and unintelligible for anybody without a housing background. We feel this will particularly disadvantage those with low literacy levels, English as a second language and those with lower educational attainment. In terms of protected characteristics, this is more likely to affect those from BAME backgrounds and disabled people.
* The landlord at various places within the Model Contract is given a specific gender; the term should remain gender neutral, this is particularly important for those with poor language skills or those who have a learning disability who may take any gender reference literally.
* Given the level of complexity of the model contract, it is likely that this will be rewritten by most housing associations – this would seem to undermine the reasoning for having a standard model contract.
* The language used appears to be overly complex and legalistic; we feel if needs to reflect the spirit of the legislation not the letter of it. For example section 5 currently reads “the period between the day on which the notice is given to you and the specified date may not be less than two months”, it would be easier to understand if it read something similar to this: ‘your landlord can put up or lower your rent, if they want to do this they must let you know 2 months or more before they change it’. It could be useful to look at good practice within the private and Social Rented Sectors for help with this.
* Key repeated words such as ‘fundamental’ and ‘supplementary’ are words which many people may not be familiar with or understand.
* The entire Model Contract document and Key Matters document would benefit from being written in plain English and plain Welsh. (The summary document is much clearer to understand and perhaps this approach could be taken in the entire document).

**Format**

* We are unclear on the interplay / relationship between the Key Matters document and the Model Contract. It is unclear if the model contract will remain as at Annex 2 and any amendments will be listed on the back of the Key Matters document or if they will be altered in the Model Contract
* If the model contract is to be amended we are unclear how easy it would be for the tenant to review the amended terms in order to compare with the standard terms. This is fundamentally important for transparency and to help ensure tenant’s rights are protected.
* If terms are to be changed in the Model Contract we would like to see a symbol to show / draw attention to the terms which have been changed
* The use of colour and contrast does not comply with best practice for people with sight impediments or those with specific learning disabilities such as dyslexia and dyspraxia who can often benefit from printing documents on coloured paper. As the documents are most likely to be printed in black and white (in part due to costs) we feel it would be best to remove the in-fill colour of the boxes.
* We are unclear why section Estate Management Grounds is formatted differently – with different numbering. This adds to the confusion of the document.
* Given the length and complexity of the document it is highly unlikely that tenants will read the entire document. It would be appropriate to have listed either at the front of the Model Contract or on the Key Matters document the fundamental terms of the contract, as a way of ensuring people understand these in relation to their rights and responsibilities.
* The whole document needs to be reviewed in terms of accessibility, currently the document uses block capitals which is not best practice, it also uses smaller font size than is recommended in the footnotes.
* Generally they layout does not make it clear with regard to rights and responsibilities for either party. Improving this would be beneficial when considering pre-court protocols when landlords need to take action. Clearer rights and responsibilities will protect both parties.
* In the consultation pack the Key Matters and the Standard Model Contract are separate documents it is important that when contracts are issued these are seen as forming one whole document and they are kept together, if this is not stressed there is a potential for people to only be issued with the Key Matters documents and not realise this is not their contract.

**Ability to Alter Terms**

* We welcome the ability for terms to be altered to provide more protection to the tenant. However we are confused as to how this will work in practice. We would like to see clarification if the original term will remain with an explanation of how it has been altered or if only the altered term will be present in the model contract and on the Key Matters document? For the sake of transparency we would like to see ensured that it as easy as possible for the tenant to see where their contract deviates from the standard model contract. We feel if the tenant had to seek out a standard model contract from an alternative source this would be burdensome and unfair. We feel if the landlord were obliged to supply two contracts a standard model with no alterations and one which had been altered then this would have an unfair cost to them.

**Alternative Formats**

* We are pleased to see that alternative formats will be offered however there are some additional considerations we would like to raise with you regarding these:
* The current easy read format needs to be reviewed by organisations that use this format on a regular basis. If their advice and support has not been previously sought when compiling this document we strongly recommend that Welsh Government do so.
* We are unclear how any alternative format will be able to accurately reflect a document which might have different permeations each time it is produced. The only way we can see this working is if a new alternative format is produced for each contract issued to reflect the changes within that document. There will be a considerable cost implication to this. To aid with this cost implication we recommend that Welsh Government review the Standard Model Contract and look at what areas are currently, or could be, considered a fundamental term in these cases we would recommend that Welsh Government produce alternative formats explaining what these are.
* In addition to a DVD version we would recommend that an audio version be created. Both audio and visual versions should be available on DVD, CD and other electronic storage formats as appropriate.
* All alternative formats which are in the written form must be ensured to ensured to be screen-reader compatible.

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| **Question 6- Model Contract symbols** | **Please Tick** |
| How well does each symbol indicate the status of a term in the contract? | Very well | Quite well | Not very well | Notat all well  |
|  | a fundamental term which cannot be left out of the contract or changed. | ✓ |  |  |  |
|  | a fundamental term which can be left out of the contract or changed, but only if that gives greater protection than the tenant is entitled to by law. |  |  |  | ✓ |
|  | a supplementary term which can be left out of the contract or changed. |  |  |  | ✓ |

* There seems little or no correlation between the symbol chosen and the explanation (what it is supposed to represent). This adds to confusion and makes mis-understanding more likely from both the tenant and landlord perspectives. While we have had a number of suggestions on ways to improve it Tai Pawb recommends speaking to organisations that use symbolism / info graphics in their literature on a regular basis.
* Any changes to the symbols used would need to be easily understood by people from different cultural backgrounds and care should be taken in this regard.
* When looking at the following symbol  we feel that this is somewhat misleading, in part because there will be some which cannot be left out as to do so would disadvantage the tenant but they could be improved to provide greater protection. This class of terms should be highlighted with a different symbol to show this – in particular for landlords to understand that it has to remain as it is or be improved (it cannot be removed).
* We continue to have concerns about the rights and responsibilities of both the tenant and the landlord to decide what an ‘improvement’ is. This is something we will be highlighting in subsequent consultations. We feel the current provision could potentially discriminate against people with lower educational attainment. In terms of protected characteristics, this is more likely to affect those from BAME backgrounds and disabled people.
*  We feel that this symbol has no link to the definition at all.
* The  symbol often means something good, in the way it is proposed to be used in the model contract some tenants may thing something good is being left out of their contract.
* Whilst these symbols are not only to help people with lower literacy skills understand the terms of the contract, organisations such as Learning Disability Wales has expertise in using symbols for their client group. If Welsh Government has not already done so, we would urge them to work closely with organisations which have expertise to improve the symbols used.