

Consultation response

Shelter response to Tenant Services Authority consultation on a revised regulatory framework for social housing in England from April 2012

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Until there's a home for everyone

In our affluent nation, tens of thousands of people wake up every day in housing that is run-down, overcrowded, or dangerous. Many others have lost their home altogether. The desperate lack of decent, affordable housing is robbing us of security, health, and a fair chance in life.

Shelter believes everyone should have a home.

More than one million people a year come to us for advice and support via our website, helplines and national network of services. We help people to find and keep a home in a place where they can thrive, and tackle the root causes of bad housing by campaigning for new laws, policies, and solutions.

Summary

- Shelter understands the needs of social housing tenants and of the sector as a whole. We advised 13,800 social tenants¹ between October 2010 and September 2011, meaning that a fifth of our clients in this period lived in the social rented sector. Social housing provides a home for some of the poorest and most vulnerable people in society, many of whom have little or no real choices about their housing. Forty-seven per cent of social tenants were living in poverty after housing costs in 2009/10, compared to 22 per cent of households in all tenures².
- In this context, proactive regulation is essential to protect consumers. The Government's review of social housing³ identified 'the lack of competitive pressures towards good, efficient service provision' as one of the main reasons for regulation. However, it went on to conclude that there should be only 'backstop' regulation of consumer standards in cases of serious failure. In our view, it is vital that central and local government are accountable for ensuring that the rights and wellbeing of social tenants are protected. A fair and effective regulatory framework must provide sufficient safeguards to protect tenants and ensure they feel secure in their homes.
- Under the TSA's proposed revised framework, we are concerned that tenants who take issue with their landlords' tenancy policies, or wish to challenge breaches of landlord policies or the consumer standards, will have very limited individual means of redress. The regulator will only inspect and take regulatory enforcement action against the landlord where there is 'serious detriment' to tenants. The courts will have little scope to intervene, even where a household faces eviction and homelessness. We believe that the test of 'serious detriment' for 'backstop' regulatory intervention is set too high, and that, at the very least, the regulator should be required to investigate where there is a risk to the wellbeing of tenants.
- We strongly welcome the strengthening of the regulatory framework to increase tenant involvement in, and scrutiny of, their landlords' policies, priorities, standards and performance. The greater involvement of tenants should help to improve overall standards of service and performance. The co-regulation model of Tenants' Panels could work well where tenants have capacity, resources and adequate representation. However, tenants will have no means to enforce standards. And where Tenant Panels do not exist, and other forms of tenant involvement are limited, there will be no proactive monitoring of landlords.
- We are also concerned that, over time, it may become increasingly difficult for landlords to 'engage meaningfully' with their tenants where the landlord has chosen to let on fixed term tenancies, which may result in tenants having less social capital in their homes. We therefore strongly support the specific expectation (paragraph 2.2) that landlords can still 'grant general needs tenants a periodic secure or assured (excluding assured shorthold) tenancy' instead of 'a tenancy of a minimum fixed term of five years or, exceptionally a tenancy of a minimum term of no less than two years'.
- We also support the specific expectation (2.1.7) that registered providers set out their policy on taking into account the needs of households who are vulnerable by reason of age, disability or illness, and households with children, 'including through the provision of tenancies which provide a reasonable degree of security'. However, this should go further and include a specific expectation that certain groups of vulnerable people should continue to be granted full security of tenure. This would be in line with previous Government statements and respondents' views (see page 13).

² These figures apply to the UK as a whole. National Statistics (2011) Households Below Average Income: an analysis of the income distribution 1994/5-2009/10, DWP

³ CLG (October 2010) *Review of social housing regulation*, page 4, paragraph 2.1

Consultation Questions

1: Are these the right principles, in the context of changes brought about by the Localism Act?

We broadly support the six principles of co-regulation, reduced from ten principles in the existing framework, though we have concerns about their practical application in the proposed regulatory system. The co-regulation model of Tenants' Panels could work well where tenants have capacity, resources and adequate representation. However, where Tenant Panels do not exist, and other forms of tenant involvement are limited, we are concerned that there will be no proactive monitoring or regulation of landlords.

- Principle I: While we support the principle that 'there should be continuous focus on effective financial management and improving value for money' (paragraph 2.4), we strongly suggest that boards and councillors should equally be expected to continuously focus on providing a decent and appropriate service to their tenants.
- Principle II: We are very concerned that 'backbone' regulation set out in the existing regulatory framework (paragraph 1.1) will be replaced by 'backstop' regulation in the new framework (paragraph 2.7), whereby the regulator will only intervene in cases of 'serious detriment'. This means there will be no mechanism for regulatory intervention in cases where landlords consistently under-perform.
- Principle III: We fully support the principle that transparency and accountability is central to co-regulation. But for accountability to be a reality it there needs to be an effective mechanism for holding landlords to account. There is a real danger that tenants will have no means to enforce standards if providers fail to respond to challenges from Tenant Panels.
- Principle IV: We welcome the approach tenants should have opportunities to shape service delivery and to hold the responsible boards and councillors to account. However, we are concerned that, over time, it may become increasingly difficult for landlords to 'engage meaningfully' with their tenants where the landlord has chosen to let on fixed term tenancies. There is evidence to show that insecure tenancies deter tenants from investing in their homes and communities and result in low social capital. A study conducted in Camden in the early 2000s showed that households with assured shorthold tenancies scored lower than those with other tenancies in nine indicators of social engagement, particularly in their involvement in local groups or organisations⁴.
- Principle V: We are disappointed that the existing principle IV - that providers are expected to understand *and respond to* the particular needs of their tenants - has been reduced to the expectation that providers should only 'understand tenants' needs'. We strongly suggest that providers should be expected to *respond to* their needs of their tenants.
- Principle VI: We support the continuation of the existing principle that value for money is important. However, first and foremost this should be value for money for tenants and people in housing need. For example, landlords are now being encouraged to make 'use of their assets' by re-letting social rent homes on an Affordable Rent basis. We would argue that this does not represent value for money for tenants and people in future housing need, who will be paying much higher rent for the same level of service. We suggest that this principle should retain the reference in the existing principle to the quality of service delivery as well as value for money.

⁴ CLG (October 2010) *Review of social housing regulation*, page 4, paragraph 2.1

⁴ Reynolds, L. (May 2005) *Safe and Secure? The private rented sector and security of tenure* (pages 25-26)

2: Does the revised Governance and Financial Viability standard:

- **Effectively take into account amendments required by the Localism Act?**
- **Give providers sufficient flexibility to run their businesses?**
- **Enable the regulator to provide adequate protection to taxpayers' interests, and to maintain the confidence of lenders and stakeholders in the regulator's economic role?**
- **Express requirements of providers in a way that is clear, succinct and as outcome focussed as possible?**

There is little substantial change to the specific expectations set out in the 2010 regulatory framework.

- At a time of great economic and financial uncertainty, we fully support the changes to ensure effective risk management, including the timely communication of material non-compliance with economic standards, and the new reference to probity arrangements.

3: Does the revised Value for Money standard:

- **Effectively take into account amendments required by the Localism Act?**
- **Give providers sufficient flexibility to run their businesses?**
- **Enable the regulator to provide adequate protection to taxpayers' interests, and to maintain the confidence of lenders and stakeholders in the regulator's economic role?**
- **Express requirements of providers in a way that is clear, succinct and as outcome focussed as possible?**

The Value for Money Standard is substantially different to the existing standard and will be subject to proactive regulation. There has been a shift in terminology from 'managing resources' (existing framework) to 'maximising future returns on assets'. There has also been a shift from the need to 'meet tenants and potential tenants needs' (existing framework) to 'taking into account the interests of and commitments to stakeholders'. In some circumstances the needs of tenants and potential tenants may be at odds with the interests of other stakeholders, such as lenders.

- We suggest that specific reference continues to be made to the needs of existing and future tenants. It is important that the over-riding objective of this standard is to provide affordable, secure and decent homes to people in housing need.
- We strongly support the retention of the required outcome that providers should manage their resources 'economically, efficiently and effectively to provide quality services and homes'. The outcome of a value for money standard should be the provision of quality services and homes to people in housing need.
- We also strongly support expectation 1.1 that providers publish their self-assessment of performance 'in a way that is transparent and accessible to stakeholders'.
- However, we are disappointed that the existing expectation 1.2 (arrangements for tenants to influence the services delivered and the cost of those services that result in service charges to tenants) has been removed from the Value for Money Standard. It is very important that landlords involve service users in the delivery of services for which an additional charge is being made.

4: Does the revised Rent standard (and associated Rent Standard Guidance in Annex E of this consultation document):

- **Effectively take into account the Government's direction to the regulator and amendments required by the Localism Act?**
- **Give providers sufficient flexibility to run their businesses?**
- **Enable the regulator to provide adequate protection to taxpayers' interests, and to maintain the confidence of lenders and stakeholders in the regulator's economic role?**
- **Express requirements of providers in a way that is clear, succinct and as outcome focussed as possible?**

The only changes to the Rent Standard (as amended in December 2010 to reflect the introduction of Affordable Rent) are to implement the Government's direction and the Localism Act amendment to the 2008 Act, whereby rent becomes an economic standard.

We have previously set out our views on Affordable Rent in our responses to the previous TSA consultation on the amendment of the rent elements of the Tenancy Standard⁵ and the CLG consultation on draft directions to the regulator⁶.

Affordable Rent homes do not represent an adequate or sustainable offer for people who find themselves in housing need because they are unable to obtain a secure, affordable and decent home in the market. Affordable Rents are likely to force an increasing number of tenants into dependency on benefits, as the higher rents would require a much higher employment income for people to cease claiming housing benefit.

- We are concerned by the addition of paragraph 1.5, which allows the regulator to allow extensions to the period over which the requirements of the rent standard are met, where its application would cause landlords to be unable to meet other standards, such as meeting the commitments to banking or lending covenants. We urge the regulator to commit to consulting with the tenants affected before making a decision to allow an extension to meeting the rent standard.
- However, we strongly support the retention of the requirement that rents (other than Affordable Rents) should be subject to maximum levels ('rent caps') and that rent increases should be subject to an inflation-linked formula.

5: Does the revised Tenant Involvement and Empowerment standard:

- **Effectively take into account the Government's direction to the regulator and amendments required by the Localism Act?**
- **Express requirements of providers in a way that is clear, succinct and as outcome focussed as possible?**

We strongly support the retention of 'local offers'; offering tenants opportunities to tailor service delivery to local priorities. We generally support the introduction of Tenant Panels to hold landlords to account.

- However, we are concerned that required outcome 2 (involvement and empowerment) removes the existing requirement on landlords to provide 'support to tenants to build their capacity to be more effectively involved'. This is especially important because tenants will no longer be able to call upon the intervention of the regulator, apart from where there is a risk of serious harm to tenants. If Tenant Panels are to have a greater role in holding landlords to account, tenants must be supported

⁵ Shelter (March 2011) Response to *Affordable Rent - Revisions to the Tenancy Standard: A Statutory Consultation*, http://england.shelter.org.uk/_data/assets/pdf_file/0003/334893/Shelter_submission_to_TSA_consultation_on_affordable_rent_-_March_2011.pdf

⁶ Shelter (September 2011) Response to CLG consultation: implementing social housing reform: directions to the social housing register, http://england.shelter.org.uk/_data/assets/pdf_file/0007/384577/09-11_CLG_directions_to_the_Social_Housing_Regulator.pdf

in becoming effectively involved. We would like to see the existing requirement retained as a required outcome as well as a specific expectation.

- We are also concerned that the existing specific expectation (paragraph 2.3) that landlords should inform tenants about the results of their consultations on issues relating to the standard has been omitted from the new standard. This should be retained. It is important that tenants remain able to use the results of consultations to inform the development of services and to hold their landlords to account.

6: Does the revised Home standard:

- **Effectively take into account the Government's direction to the regulator and amendments required by the Localism Act?**
- **Express requirements of providers in a way that is clear, succinct and as outcome focussed as possible?**

The main amendment to this standard is the removal of a compliance date with the Decent Homes Guidance.

- Under 'specific exemptions', we would like to see a commitment for the regulator to consult with tenants affected before agreeing with landlords a period of non-compliance with Decent Homes.

7: Does the revised Tenancy standard:

- **Effectively take into account the Government's intended direction to the regulator and amendments required by the Localism Act?**
- **Express requirements of providers in a way that is clear, succinct and as outcome focussed as possible?**

The rent element of the existing Tenancy Standard has been removed and reclassified as an economic standard.

The allocations element is retained, with the addition of new standards enabling mutual exchange. We strongly support this addition.

Required Outcomes on tenure (3)

There are significant changes to the tenure elements.

- We would like to see the retention of the existing tenure element, which requires landlords to demonstrate that they *'offer and issue the most secure form of tenure compatible to the purpose of the housing and the sustainability of the community'*. This would still allow landlords considerable flexibility to let on Flexible or Assured Shorthold tenancies if this was compatible with the purpose of the housing and the sustainability of the community, and if it was done in a way that prevented unnecessary evictions.
- We strongly support the specific expectation (paragraph 2.2) that landlords can still 'grant general needs tenants a periodic secure or assured (excluding assured shorthold) tenancy' instead of 'a tenancy of a minimum fixed term of five years or, exceptionally a tenancy of a minimum term of no less than two years'.

⁷ Tenant Services Authority (March 2010) *The regulatory framework for social housing in England from April 2010*, Tenancy Standard (required outcomes), page 25

A greater supply of permanent homes is needed to solve our housing crisis. Therefore, we strongly oppose any measure that converts homes let on a permanent, secure basis to temporary, fixed-term homes. Security of tenure is a vital feature of a permanent, settled home, whether it is owned or rented.

We strongly oppose the removal of security of tenure in general needs social housing. While we accept that it will provide greater flexibility to landlords, we reject the argument that it will give tenants *'more control over the decisions they make about their lives'*⁸. Tenants renting their homes on a temporary, fixed-term basis will inevitably find it much more difficult to plan for the future and feel settled in their homes and neighbourhoods. They will have much less control about the decisions they make in their lives, because the landlord will be able to decide whether they can remain in their current home, or whether they should move elsewhere, with very little scope for challenge or appeal.

Successive government policy has intended social housing to be let on a permanent basis. When security of tenure was introduced into the social rented sector, including housing associations, in the Housing Act 1980, Minister Michael Heseltine said *'My aim in framing the charter has been to bring to council tenants the recognition that they have de facto security and the incentives for those who wish to take a greater interest in the condition of their home and its environment'*.⁹ A paper on tenure commissioned for the Joseph Rowntree Foundation Housing Market Taskforce concludes that *'the secure tenancy granted by the local authority landlord was created simultaneously with the Right to Buy. It is a consequence of the effort to extend home-ownership and reduce the power of the local authority landlord. It is an important extension of citizenship offering stability and security for those who would otherwise be vulnerable in the housing market'*¹⁰

The Government describes its reforms to security of tenure as *'the most radical shake up of social housing for 50 years'*¹¹. The removal of security of tenure in the social sector is indeed a radical step that seeks to fundamentally change the purpose of social rented housing from a tenure that provides permanent, genuinely affordable and decent homes to a temporary and short-term 'ambulance service', aimed at encouraging tenants back into the housing market at the earliest opportunity.

Our arguments against removing the 'required outcome' of letting on the most secure form of tenure were set out in detail in our response to the previous CLG consultation on the reform of social housing¹². Most importantly, our worry is that it will exclude households who cannot afford owner-occupation from a permanent, settled home. The Localism Bill Impact Assessment¹³ states that *'the question of security for social housing tenants is a widely debated area and it is often argued that households place a value on greater tenure security'*. It goes on to say:

'There is little evidence on how much tenants would be willing to pay to avoid losing security. It is common for private tenancies to be provided with minimum terms of 6-12 months though, which suggests that many existing private renters are not willing to pay a rental premium in order to secure the benefits of longer contracts. This implies that security of tenure might have only a slight adverse impact on households, although it could be the case that social rented households place a higher premium on security than the average household - either as a result of being more vulnerable or older than private renters.'

We fully reject this argument. There are many reasons why private tenancies are let on fixed terms of six or twelve months, including private landlords being unwilling to let on longer fixed terms than the legal minimum, lenders often prohibiting them from doing so, and renters lacking sufficient market power to influence landlords. In this context the use of twelve month tenancies in the private sector cannot be

⁸ CLG (July 2011) *Implementing social housing reform: directions to the Social Housing Regulator: consultation*, Foreword, page 4

⁹ Hansard: 15 January 1980

¹⁰ Carr, H., Cowan, D., Hunter, C and Wallace, A. (December 2010) *JRF programme paper: Housing Market Taskforce, Tenure rights and responsibilities*, University of Bristol, page 25

¹¹ CLG (July 2011) *Implementing social housing reform: directions to the Social Housing Regulator: consultation*, Foreword, page

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¹² Shelter (January 2011) [Shelter response to CLG consultation Local decisions: a fairer future for social housing](#), pages 5-6 and 14-15

¹³ CLG (January 2011) *Localism Bill: a fairer future for social housing: impact assessment*, page 44

taken as evidence that social tenants do not value security. We argue that people self-evidently put a high value on security of tenure. This is evidenced by the desire of many to own their own home and the reasons they give for doing so: for example, in a BSA survey¹⁴, 41 per cent of respondents said that people should aspire to own their own home because it is more stable and secure.

The Impact Assessment acknowledges that '*ending security of tenure raises issues surrounding worklessness and vulnerable people*'. Work commission by Shelter supports this argument:

*'The issue of security emerged as particularly important. The security and stability offered by the social rented sector, which was frequently contrasted with the perceived insecurity of the private rented sector, provided an anchor point in lives that had often been in a state of flux and were characterised by uncertainty and turbulence. Confident about their residential security, social tenants often talked about being able to turn their attention to addressing other challenges in their life. For people more distant from the labour market, these challenges included health problems, disabilities and caring responsibilities. For people closer to the labour market these challenges included securing and maintaining work. The finding suggests that any moves to undermine security of tenure in the social rented sector are likely to have an adverse impact on levels of worklessness, as well as undermining the wellbeing of some of the most vulnerable tenants.'*¹⁵

In addition, we believe that the introduction of fixed-term tenancies into general needs social lettings will:

- Undermine the sustainability of communities, increase the transience of neighbourhoods, and increase social exclusion, leading to the need for increased housing management resources. The Impact Assessment¹⁶ has not considered these social and financial costs. However, research shows that 'high levels of residential turnover are perceived as destabilising, undermining attachment to place and contributing to neighbourhood decline and social exclusion'¹⁷.
- Deter tenants from social investment in their homes and communities. The Impact Assessment has not attempted to quantify this social cost. However, research¹⁸ in Camden, North London showed that private tenants with assured shorthold tenancies scored lower than those with more secure forms of tenancy on nine indicators of community engagement. The difference was particularly marked in voting, and involvement in local groups or organisations. The majority of respondents also agreed that the length of the tenancy affects the 'sense of community'. There is a danger that the introduction of fixed-terms could seriously undermine the Government's attempts to improve tenant involvement and empowerment, such as tenant panels.
- Act as a disincentive to tenant financial investment in, and maintenance and improvement of, homes, leading to physical neighbourhood decline and/or increased maintenance budgets. The Impact Assessment has not considered these costs, although it suggests that there would be greater void costs if there is a greater turnover of the stock. It assumes that vacated homes will be empty for a week on average leading to total costs of between £7m and £61m over thirty years. We think that basing void cost estimates on an assumed vacancy rate of only one week is conservative.
- Require costly, intrusive and resource-intensive tenancy reviews. The Impact Assessment estimates the cost of a two hour tenancy review to be £47, with the total cost of reviews falling between £35m and £74m over thirty years.
- Incur costs in challenging reviews and decisions and enforcing decisions, including possession proceedings and eviction warrants. The Impact Assessment assumes that one in twenty households would refuse to vacate properties at the end of the fixed-term, resulting in the need for possession

¹⁴ http://www.bsa.org.uk/docs/publications/helping_mortgage_borrowers.pdf (page 8)

¹⁵ Robinson, D. (2008) 'Worklessness and Social Housing' in Fitzpatrick, S. And Stephens, M. (eds.) (2008) *The future of social housing*, London: Shelter

¹⁶ CLG (January 2011) *Localism Bill: a fairer future for social housing: impact assessment*, page 43

¹⁷ Taylor, M. (July 2008) *Transforming disadvantaged places: effective strategies for places and people*, York: JRF, page 7

¹⁸ Reynolds, L. (May 2005) *Safe and secure? The private rented sector and security of tenure*, page 25-26

proceedings. It estimates that between 11,000 and 91,000 possession orders would be required over a 30 year period at a cost to landlords of around £175 per case. It also acknowledges there would be Legal Aid implications but does not attempt to quantify these.

- Result in costs of advice and support to households refused a renewal to enable them to find suitable alternative accommodation in the private rented sector or to access low-cost homeownership. The Impact Assessment estimates that, on average, the amount of staff time spent supporting households that move out of the social sector following tenancy reviews might range from one to three hours, costing landlords between £24 and £71 per case. The total cost of such advice and support is estimated to be between £4m and £96m over thirty years.
- Cause detriment to vulnerable tenants, who may struggle with the practical process and worry about the potential outcome of reviews. The Impact Assessment does not attempt to quantify these costs; however research shows that reporting changes of circumstances for in-work housing benefit is a huge burden for customers¹⁹.
- Put tenants in a weaker contractual position, meaning that they may be reluctant to demand repairs or improved services because of a (real or perceived) risk of this being a factor in a review of their tenancy. The Impact Assessment does not attempt to quantify these social costs but this is a common concern of private tenants renting on fixed-term contracts.
- Act as a powerful disincentive to tenants improving their financial means, and risk undermining the incentives of Universal Credit. Fixed-term tenancies were introduced into the social sector in New South Wales, Australia in 2005. The Tenants Union of New South Wales contends that the disincentive impacts of fixed-term tenancies may have had a counter-productive impact, outweighing any gains resulting from freeing up public housing stock through the ejection of tenants having improved financial circumstances *'...had the loss of eligibility policy not been implemented...a greater number of tenants might have found work, increased their incomes, become sufficiently secure in their employment and moved out of public housing on their own volition.'*²⁰

The conversion of existing social rented homes, let on a permanent, secure basis, to homes let on fixed-term tenancies must not be undertaken lightly. To be justified, such a policy must deliver substantial benefits. The Government's main rationale for reducing security of tenure in the social sector is that it will provide more flexibility to landlords to make better use of the stock so that it can be let to people in greater housing need. The reduction in security of tenure of social tenants is a high price to pay to increase the number of social re-lets. It is important that it has a swift and significant impact in terms of meeting housing need.

- The CLG Impact Assessment²¹ calculates that 'there will be no impact on the number of households moving out of the social sector until 2016 at the earliest'. This is borne out by research from New South Wales, Australia, where fixed term tenancies were introduced into the social sector in October 2006. Less than one per cent of fixed-term tenancies reviewed thus far have been terminated²².
- The Impact Assessment calculates that for the purposes of assessing impacts, between 70 and 90 per cent of Flexible tenancies will be renewed at the end of the fixed term (either in the same dwelling or another social home). It concludes that *'even over the next 10 years (to 2020), there would be an average of 200 extra social lettings per year in the low scenario. In the central and high scenarios this would be 2,000 and 7,000 more lettings per annum respectively'*. It would not be until the late 2030s that the impact of Flexible tenancies on the number of moves out of the social sector would reach its peak, with between 18,000 and 120,000 moving out of the sector in one year. This is a generation away. Over the next 30 years, it is estimated that there would be a total of between 200,000 to 1.4m extra moves by social tenants as a result of Flexible tenancies.

¹⁹ Karabiner, S. and Raha, C. (2009) *Housing Benefit - a literature review*, DWP

²⁰ Fitzpatrick, S. & Pawson, H. (May 2011) *Security of tenure in Social Housing: An International Review*, page 20

²¹ CLG (January 2011) *Localism Bill: a fairer future for social housing: impact assessment*, pages 37- 41

²² Fitzpatrick, S. & Pawson, H. (May 2011) *Security of tenure in Social Housing: An International Review*, page iv

Specific expectations on tenure

We acknowledge that the specific requirement on landlords to '*publish clear and accessible policies which outline their approach to tenancy management, including preventing unnecessary evictions, tackling tenancy fraud and granting discretionary succession rights*' is of a similar form to the 'specific expectation' in the tenure section of the existing Tenancy Standard²³. This requires providers to '*publish clear and accessible policies which outline their approach to tenancy management. They shall develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions. The approach should set out how registered providers will make sure that the home continues to be occupied by the tenant they let the home to.*'

However, the context is critical. The existing expectation to publish landlord policies on tenancy management is within the context of the 'required outcome' that landlords '*should offer the most secure form of tenure compatible with the purpose of the housing and the sustainability of the community*', and within the wider context of previous successive government policy to offer security of tenure to social tenants. The significant changes to the regulatory framework on consumer regulation will mean that landlord policies on tenancies will become the only mechanism of achieving accountability in the way that fixed-term tenancies are granted and renewed.

In our response to the CLG consultation on draft directions to the regulator we argued that stronger minimum requirements on landlords' tenancy policies are needed to ensure consumer protection, equality, transparency and the accountability of landlords. It is essential that the process for granting, reviewing and reissuing fixed-term tenancies should be set out in:

- Primary legislation in the case of the types of household who should be offered full security of tenure and fixed terms longer than the statutory minimum; and
- A Statutory Code of Guidance in the case of the circumstances in which tenancies will be issued, reissued and the process for doing so. This should be similar to the Statutory Code of Guidance on Homelessness. It is important that tenants have the ultimate safety net of being able to challenge individual landlord policies and their operation via the courts. For this to be possible, the Localism Bill should require landlords to 'have regard' to a Statutory Code of Guidance.
- **Example:** If a means test threshold were to be applied by the landlord in deciding whether to reissue a fixed-term tenancy, it is unacceptable that the landlord could decide an arbitrary figure for this threshold at any time, via an amendment to its tenancy policy. This would leave tenants in constant uncertainty over whether the threshold would be set below their financial means and they would subsequently lose their home. It could also lead to a damaging 'postcode lottery' of means-test thresholds, particularly in metropolitan areas. This could result in areas with more generous thresholds seeing an increase in applications for social housing and could therefore kick-start a 'race to the bottom' among landlords in terms of thresholds. If a means test threshold were to be applied by councils, it should be set in relation to a formula set out in a Statutory Code of Guidance, based on local average or median incomes.

Tenancy sustainment (2.1 and 2.7)

We have concerns that the wording of the specific expectation on tenure has been changed from:

'They shall develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions', to

'interventions to sustain tenancies and prevent unnecessary evictions' (paragraphs 2.1 and 2.7)

²³ Tenant Services Authority (March 2010) *The regulatory framework for social housing in England from April 2010*, Tenancy Standard (specific expectations), page 28

- We recommend retention of the existing wording. If unnecessary eviction is to be adequately prevented, it is extremely important that services, rather than simply interventions, are available to people who may struggle to maintain the tenancy, perhaps because of financial difficulties or lack of support.

Tackling tenancy fraud (2.1)

We are concerned that the wording of the specific expectation on tenure has been amended from:

'The approach should set out how registered providers will make sure that the home continues to be occupied by the tenant they let the home to', to 'tackling tenancy fraud'.

- We recommend retention of the existing wording.

There is no question of unauthorised sub-letting being a 'fraud' in the criminal sense of stealing or obtaining something by deception. Unauthorised sub-letting of a social tenancy is currently a civil matter only. Assuming there is an actual sub-letting of the whole (not just part) of a property, this has the following consequences:

- It will be a breach of the conditions of the tenancy agreement (which normally prohibit 'sub-letting, assigning or parting with possession'): this will give the landlord a ground for possession (or, in the case of a secure tenancy, will end the secure status).
- If the tenant has left their home for good, or the evidence suggests that they have, then they will lose their statutory protection because the property will no longer be their 'only or principal home'. This means that the landlords can terminate the tenancy by serving a notice to quit (and the court has no discretion to refuse a possession order).

We strongly agree that where a person is no longer occupying a dwelling as their only or principal home, it is very important that landlords take action to recover possession so that the home can be allocated to another household in housing need. However, while it is important that landlords take action to tackle clear-cut cases of abuse, it is also important to remember that tenants may be absent from their homes for legitimate reasons. We would not like to see landlords encouraged to use intrusive tactics to make tenancy checks, such as hidden CCTV and by allowing private investigators access to personal records not available to the public. Tenants are entitled to the quiet enjoyment of their homes.

Additionally, people may knowingly or unknowingly²⁴ take a sub-let of a social tenancy because they have nowhere else to live. People in this position are very vulnerable to eviction if the landlord seeks possession. We would like any guidance to landlords to encourage them to take the needs of the sub-tenant into account to ensure that they have reasonable notice and, where appropriate, advice and assistance to find a suitable alternative home.

Appeals and complaints (2.1.6)

We support the specific expectation (paragraph 2.1.6) that landlord tenancy policies should set out how tenants or prospective tenants can appeal or complain against tenancy decisions. However, we have concerns that the main mechanism for housing association tenants should be their landlord's existing complaints procedure. Landlord complaints procedures are often bureaucratic and paper-based, and often do not provide for comprehensive investigation. Where such procedures are used to as the main source of appeal in cases where the household is at risk of losing its home, there could be human rights implications, specifically in relation to Article 6 of the European Convention on Human Rights, which requires an independent and impartial hearing for matters of civil rights and to Article 8 (right to respect for private and family life and the home).

²⁴ In the vast majority of cases, the sub-tenant will not be aware that their landlord is only a tenant themselves - they will assume that they own the dwelling through the Right to Buy

The Localism Bill (Clause 141: flexible tenancies) sets out clear statutory provisions for local authority landlords on the process to be followed when reviewing, recovering possession of and reviewing decisions to seek possession of flexible tenancies. These provisions will be supported by statutory regulation.

- We strongly recommend that these important principles are included in the specific expectations on tenure so that it will be equally applicable to housing association landlords reviewing, recovering possession of and reviewing decisions to seek possession of Assured Shorthold Tenancies. This would achieve consistency between the expectations on local authority and housing association landlords.
- We would also like to see the specific expectations on tenure requiring the six months notice of the decision not to grant another tenancy to include within it (in the section informing the tenant of their right to request a review of the landlord's proposal) information that the tenant should have the right to seek independent advice on requesting a review of the landlord's proposal. This could have a similar form of words to that of a Notice to Quit or Notice Seeking Possession.

Needs of vulnerable households (2.1.7)

We strongly support the specific expectation (2.1.7) that registered providers set out their policy on taking into account the needs of households who are vulnerable by reason of age, disability or illness, and households with children, including through the provision of tenancies which provide a reasonable degree of security. There should be guidance to assist landlords in assessing concepts such as illness, and local authority should be required to have regard to such guidance in deciding whether a person falls within one of the prescribed groups.

However, we argue that the framework should go further and include a specific expectation that certain groups of vulnerable people should continue to be granted full security of tenure. This would be consistent with the results of previous Government consultations and impact assessments:

- In its *Local Decisions* consultation²⁵, the Government acknowledged that: *'We recognise that the needs of some are likely to remain broadly constant over the long term and social housing (although not necessarily the same social home) to remain permanently the most appropriate form of tenure for them because of the stability and security which it provides. This is likely to be the case particularly for older people and those with a long term illness or disability.'*
- In its summary of consultation responses, the CLG recognised that: *'There was a general agreement amongst respondents about the importance of ensuring that the elderly and those with a long term illness or disability were properly protected.'*²⁶ *"Older people will be unlikely to change their circumstances enough to no longer require rented housing. As a general principle, it would seem right to give those with long term illness or disability a social home for life especially where adaptations are needed"* (housing association).²⁷
- The Impact Assessment of the Localism Bill stated that: *'It is unlikely that flexible tenancies would be granted to households with ongoing or high support needs, such as elderly tenants (who account for 6 per cent of general needs lettings). Other types of households that might not be granted flexible tenancies might include those that are unable to work due as a result of sickness, disability or being retired. In total these groups accounted for one quarter of all general lettings in 2008-09. Independent research into the characteristics of social tenants has previously found that around a*

²⁵ CLG (February 2011) *Local decisions: next steps towards a fairer future for social housing: summary of responses to consultation* (2.50)

²⁶ DCLG (February 2011) *Local decisions: next steps towards a fairer future for social housing: summary of responses to consultation* (paragraph 3.33)

²⁷ DCLG (February 2011) *Local decisions: next steps towards a fairer future for social housing: summary of responses to consultation* (page 20)

*quarter of new general needs lettings go to social tenants whose need for a secure home is likely to be long-term or for the foreseeable future.*²⁸

- At the Localism Bill's Commons 3rd Reading, the Minister Andrew Stunnell MP said: *'It will often be appropriate to provide longer—in some instances, lifetime—tenancies. If an elderly lady is offered sheltered accommodation or a bungalow, any sensible landlord will doubtless provide a lifetime tenancy'*. At Commons Committee stage he also said: *'If a bungalow is allocated to a lady of retirement age, it would not be likely that there were any grounds for her having a flexible tenancy'*.

If consultation respondents and the Government believe that flexible tenancies are inappropriate for older people and those with long-term illnesses and disabilities, these groups should be given due protection by the regulatory framework by requiring landlords to provide them with secure forms of tenure. It cannot be right that in order to tackle the housing crisis the rights of some of the most vulnerable households are crucially undermined.

We see no reason for landlords to be given flexibility in this matter if it risks not providing adequate protection to people who are vulnerable and likely to remain in need of a secure home. While we may be able to assume that many landlords will grant secure tenancies to such people as a matter of course, it is possible that others will not act as responsibly and if this is the case some of the most vulnerable households will face the constant threat and anguish of the possibility of losing their homes.

It is unnecessary and needlessly bureaucratic for tenants over the age of 60, and those with a long-term medical or welfare need for secure accommodation, to be placed on fixed term tenancies. The well-being of vulnerable groups would be at risk from the regular reviews associated with flexible tenancies. Regular tenancy reviews, and the – perhaps misplaced – fear of losing the home would create anxiety for older people and, for example, those with poor mental and physical health, as well as practical difficulties in providing evidence of need. It would potentially create knock-on costs for support and health budgets.

- We strongly suggest a specific expectation that vulnerable tenants should be provided with additional support through any complaints or appeals process.
- We would also like an expectation that they are made aware of their right to seek independent advice and support in seeking a review of the landlord's proposal not to renew the tenancy.

Advice and assistance (2.1.8)

- We would like to see the specific expectations for tenancy policies on advice and assistance to be amended to **'suitable alternative accommodation they will give in the event that they decide not to reissue the tenancy'**. It is very important that accommodation offered is *suitable* to the needs of the household. The test of suitability could be that contained in the Statutory Code of Guidance on Homelessness.

Minimum fixed terms of five years (2.2)

The Government has presented no rationale or evidence for setting the statutory minimum fixed term at two years and the specific expectation on tenure at five years. In fact, when the Prime Minister first announced the policy of introducing fixed term tenancies into social housing, he suggested five to ten years:

'But there is a question mark about whether, in future, should we be asking, actually, when you are given a council home, is it for a fixed period, because maybe in five or 10 years you will be doing a

²⁸ DCLG (January 2011) Localism Bill: a fairer future for social housing: impact assessment (page 35)

*different job and be better paid and you won't need that home, you will be able to go into the private sector.*²⁹

The CLG impact assessment³⁰ assumes that 'the average length of flexible tenancies will be four, five or six years'. It is therefore concerning that the Government is setting the statutory minimum fixed term at just two years. The inadequacy of short fixed terms is recognised by social housing providers and others responding to the Government's consultation on the issue. The CLG's summary of consultation responses states:

*'A large majority of respondents expressed the view that two years would rarely or never be enough for a general needs social tenancy. There was a strong and widely shared sense that two years would represent an inadequate period of stability both for individuals or the community and would create unacceptable administration and void costs for landlords.'*³¹

The same document cited a tenant respondent as stating:

*'New tenants have usually moved into a council property following years of instability with regard to their housing situation or as a result of traumatic financial experience. A two year fixed term would be scarcely better than the situation they are leaving behind.'*³²

We believe that the best way to protect against the dangers of tenancies of under five years is through an amendment to the legislation, rather than through the Tenancy Standard.

- Nevertheless, we welcome the specific expectation on tenure that the minimum fixed term should be five years, or exceptionally a tenancy for a minimum term of no less than two years, in addition to the probationary tenancy period'.

However, we remain convinced that even if their use is limited, tenancies of as little as two years carry substantial risks far outweighing any potential benefits. Not only could two year tenancies undermine households' housing stability, they could significantly weaken the sustainability of communities and lead to the further residualisation of social housing.

Exceptional circumstances for offering fixed-terms of less than five years

Landlord tenancy policies are specifically expected to set out (2.1.4) 'any exceptional circumstances in which they will grant tenancies for a term of less than five years in general needs housing following any probation period'.

But it is of major concern that neither primary legislation nor the Tenancy Standard seeks to define which 'exceptional circumstances' would be considered appropriate for a two year tenancy, or set out criteria against which such circumstances should be considered.

- We strongly recommend that the criteria against which 'exceptional circumstances' are judged are set out in a Statutory Code of Guidance or, at the very least, in the specific expectations of the tenure element of the Tenancy Standard.

Without such guidance, the courts will be reluctant to examine the 'exceptional circumstances' set out in landlords' policy. This would hamper the ability of a potential tenant or tenant panel to challenge the 'exceptional circumstances' set out in their landlord's tenancy policy, or a decision based on these.

²⁹ <http://www.bbc.co.uk/news/uk-politics-10855996>

³⁰ DCLG (January 2011) *Localism Bill: a fairer future for social housing: impact assessment* (page 36)

³¹ DCLG (February 2011) *Local decisions; next steps towards a fairer future for social housing: summary of responses to consultation* (paragraph 3.24)

³² DCLG (February 2011) *Local decisions; next steps towards a fairer future for social housing: summary of responses to consultation* (page 18)

This is particularly worrying in the light of the abolition of the TSA and the remaining regulatory role of the HCA being restricted to addressing serious failures of standards. This means there will be no proactive regulation to ensure that two years are being used as the exception rather than the rule. It could allow a situation whereby many tenants were offered fixed-terms of less than five years on the basis that they were people in housing need. Prior to the revised draft directions on tenure there were indications that some landlords were planning to use the two year minimum for the vast majority of tenancies, despite ministerial statements that they should only be used exceptionally. Given that, we remain concerned that some landlords will consider too broad a set of cases to be “exceptional”.

Probationary tenancies (2.4)

The specific expectations clarify that 'where registered providers use probationary tenancies, these are for a maximum of 12 months, or a maximum of 18 months where reasons for extending the probationary period have been given and where the tenant has the opportunity to request a review.'

Social landlords, and particularly housing associations, already have considerable flexibility to let on fixed term tenancies, in the form of Assured Shorthold Tenancies, introductory tenancies and family intervention tenancies, and on non-secure or non-assured lettings of temporary accommodation or supported housing. Housing association landlords already have the power to extend probationary periods for tenants where there are ongoing concerns about anti-social behaviour. They can do so without any requirement for a review process, while local authorities must give the tenant the opportunity to request a review if they propose to extend the probationary period on an introductory tenancy from twelve to eighteen months.

We strongly recommend a specific expectation governing decisions to end or extend probationary tenancies, or requiring housing associations to convert a probationary Assured Shorthold Tenancy into a fully Assured or non-probationary, fixed-term Assured Shorthold Tenancy when the tenant successfully completes the probationary period.

Renewal of non-probationary, fixed-term tenancies (2.3)

- We support the specific expectation (2.3) that 'before a fixed term tenancy ends, registered providers provide notice in writing to the tenant stating either that they propose to grant another tenancy on the expiry of the fixed term or do not propose to do so'. However, this is not the same as a requirement that fixed term tenancies should not be allowed to run into periodic tenancies.
- We strongly recommend a specific expectation that fixed-term tenancies should not be allowed to run into periodic tenancies. There should be a regulatory requirement for non-probationary, fixed-term tenancies to be renewed at the expiry of a fixed-term. Without such a requirement, periodic tenancies will result. Tenants could remain in their homes on such an insecure, periodic³³ basis for many years, with no entitlement to be issued with another fixed-term.

Presumption in favour of renewal of all fixed-term tenancies

- We strongly recommend that the specific expectations on tenure should require that, when carrying out tenancy reviews, reviewing officers shall proceed on the basis of a presumption that a new fixed-term tenancy for a term at least equivalent to the current or previous fixed term should be granted to the tenant.

³³ This will be true in the case of Flexible tenancies provided by local housing authorities, if the landlord has served (i) a notice of intention not to renew six months before the fixed term is due to expire, and (ii) a two month notice seeking possession by or on the final day of the fixed term, then the tenancy would become periodic until a possession order was granted by the court. It will also be true in the case of Assured Shorthold Tenancies granted by private registered providers (housing associations), where the landlord has served a notice of intention not to renew six months before the expiry of the fixed term. Such a periodic tenancy could continue for years.

The legislative and regulatory changes to social housing place a great deal of power in the hands of landlords and leave tenants with limited access to the process which governs the decision over whether they are to lose their home. While a direction on presumption of renewal will not significantly change this rebalancing, it will at least provide some improved safeguards for tenants.

As things stand, the process tenants will have to undergo when their flexible tenancies come to the end of the fixed term is weighted almost entirely in favour of the landlord. Many tenants will be unaware of what factors are relevant to the landlord's decision and find it difficult to successfully advocate for renewal of a tenancy or struggle to provide proof of need. A specific expectation on presumption in favour of renewal would help to ensure that when this process is being undertaken there is greater protection and clarity for tenants (many of whom will be particularly vulnerable) towards the end of their tenancy.

This can be achieved by placing the onus on the landlord to justify refusing to extend the tenancy rather than expecting the tenant to undergo a potentially complicated reapplication process. Most landlords will behave in a responsible manner, but it is still important to guard against any behaviour by landlords that has a disproportionate impact on certain types of tenants. There is a risk that landlords would be able to refuse to renew tenancies of residents who are viewed as risky, troublesome or overly demanding.

The specific expectation would guard against this by ensuring that landlords must show 'good reason' not to renew a tenancy. In order to justify a decision not to renew the tenancy, the landlord would have to show that it was in accordance with its own policies, and in the interests of good housing management. The decision would also need to comply with Article 8 of the European Convention on Human Rights, in that it should be proportionate, bearing in mind the personal circumstances of the tenant.

The introduction of a new system for administering housing assessments across local authorities is likely to be a significant undertaking and may well lead to mistakes being made. As a result it is vital that tenants have basic protections would provide for default renewal of the tenancy if landlords either fail to carry out a lawful review or are unable to justify a negative decision.

A specific expectation would help to improve accountability of landlords as they will have to demonstrate greater objectivity and transparency before seeking possession of a tenant's home. Ensuring that landlords provide good reason for taking possession of a property and that these reasons are clearly outlined, would help to ensure that they can be scrutinised and held to account by tenants and other local people.

This issue has been recognised by Ministers. At Commons Committee stage the Minister Andrew Stunnell MP said: *'We expect landlords to discuss housing options with tenants well before the fixed term of their tenancy comes to an end. What needs to be underlined is the fact that, in many cases, we would expect the tenancy to be renewed'*. It is important that this expectation is written into the regulatory framework, rather than left to the variances of landlord policy.

Transfer of existing tenants to Affordable Rent homes (2.8)

There is a specific expectation that 'registered providers grant those who were social tenants on the day on which section 150 of the Localism Act 2011 comes into force, a tenancy with no less security where they choose to move to another social rented home (This requirement should not apply where tenants choose to move to accommodation let on Affordable Rent terms)'.

We strongly support most of the expectation. However, we are opposed to the bracketed section relating to 'chosen' moves to Affordable Rent homes, because this would undermine the rights of existing tenants. In some localities, existing tenants seeking a transfer may have little choice but to move to an Affordable Rent home. It may be the only realistic offer available via the landlord's transfer policy or the local housing authority allocation scheme. This will particularly be the case where most of the social housing is let by housing associations who have entered into Affordable Rent contracts with

the HCA, committing them to convert a substantial proportion of their existing social rent re-lets to Affordable Rent homes.

We note that 'many respondents [to the CLG draft direction] also thought this guarantee should be extended where existing secure or assured tenants chose to move to Affordable Rent properties'³⁴.

The expectation also risks undermining attempts to free up larger homes and tackle overcrowding because under-occupying Secure or Assured tenants will be unlikely to accept a transfer to a less secure tenancy.

8: Does the revised Neighbourhood and community standard:

- **Express requirements of providers in a way that is clear, succinct and as outcome focussed as possible?**

The Neighbourhood and Community Standard remains largely unchanged from the existing standard. We support this standard.

9: Does the proposed approach to regulating the economic standards seem reasonable, taking into account the regulator's statutory objectives and future duty to minimise interference?

The economic standards relate to Governance and Financial Viability; Value for Money; and Rent.

The regulator has a new duty to minimise interference:

- Data will be collected from providers through one consolidated administrative return (NROSH+) and the regulator will review the business plans of larger providers (1,000+ homes).
- There will be consideration of the quality of the governance, including the ability to deliver business plan assumptions.
- The regulator will have 'annual engagement' with larger providers, via viability reviews.
- The regulator will focus on those organisations most exposed to risk and will initially seek assurances from the landlord that the economic standards are being met.
- For smaller providers, regulatory engagement will be the exception and usually only in response to specific problems.
- Where it considers that boards are unable or unwilling to deal with issues of concern, it will initially enter into dialogue to support self-improvement before reviewing its options for proportionate intervention using its regulatory powers.
- The regulator will publish assessments of providers' performance on economic standards.

We broadly support the approach to economic regulation, with its focus on the quality of governance and self-improvement:

- We particularly support the statement that 'there may be implications for the regulator's view of private providers' governance arising from reactive work on referrals relating to consumer standards' (paragraph 4.26). It is important that governance monitoring and regulation should be triggered if the regulator becomes aware of potential breaches of consumer standards, even where this does not trigger regulatory intervention under the 'serious detriment' test.

³⁴ CLG (November 2011) *Implementing Social Housing Reform: Directions to the Social Housing Regulator - Consultation: Summary of Responses* (page 12)

However, we have concerns about the lack of proactive economic regulation of smaller landlords:

- At the very least, we believe that tenants should have a right to request regulatory judgements on smaller landlords.

We would like to see some minor changes to the economic regulation section of the framework:

- We suggest that 'protect the homes, wellbeing and financial investment of tenants and ensure that tenant services are not compromised' is added to the list of reasons for the regulator seeking adequate assurance on economic standards (paragraph 4.5). The protection of tenants' homes and services are one of the most important reasons for economic regulator.
- We suggest that reference to tenants is added to the list of 'key stakeholders' (government, taxpayers, funders) in paragraph 4.8.

10: Does the proposed approach to regulating the consumer standards seem reasonable, taking into account the regulator's future statutory duty to minimise interference and the serious detriment test introduced in the Localism Act?

- The consumer standards relate to Tenant Involvement and Empowerment; Home; Tenancy; and Neighbourhood and Community.
- There will be a localist approach to the resolution of service delivery problems and enhanced role of the complaints process via Tenants Panels.
- The regulator's regulatory and enforcement powers will only be used where this is necessary to address failure against the consumer standards that give rise to actual or potential serious detriment to tenants (or potential tenants) (paragraph 5.3).
- This threshold is significantly higher, and in addition to, the regulator's intervention in relation to economic standards. Failure to meet one or more of the consumer standards will not, in itself, lead directly to a judgement of serious detriment by the regulator (paragraph 5.5)
- Assessment of serious detriment will involve two tests, (i) reasonable ground to suspect there is a failure that has led to serious detriment and (ii) an identified risk of failure that would lead to serious detriment (paragraph 5.14).
- Paragraph 5.16 lists the factors that the regulator will consider to reach a finding of serious detriment. This list includes evidence that a tenant or tenants are at risk of 'imminent harm' and indications that the landlord 'may not be meeting the needs of vulnerable tenants which might lead to serious harm'.
- Examples of potential serious detriment are listed as evidence of harm in relation to health and safety; loss of home; unlawful discrimination; loss of legal rights; and financial loss (page 48).
- The regulator will give reasons for its decision to investigate, intervene or take no further action. Where the regulator makes a finding of 'serious detriment' it will publish its decision (paragraphs 5.22 and 5.24).

We do not believe the proposed approach to regulating consumer standards seems reasonable. We believe that the test of 'serious detriment' is set too high because it relates to imminent or serious harm to tenants, and may therefore exclude potentially serious, but non-harmful, breaches of the consumer standards. This approach will provide inadequate means of redress for tenants who experience everyday performance failure because there will be no regulatory intervention.

- At the very least, we strongly recommend that the serious detriment test is amended to refer to 'significant impact on the wellbeing of tenants' rather than imminent or serious harm.

- We suggest that, in the case of private providers, Tenancy Relations Officers and Environmental Health Officers are added to the list of authorities from which the regulator can receive information (paragraph 5.7).
- While we understand that the illustrative examples of the threshold tests that the regulator might apply is not an exhaustive list, we suggest that 'breach of landlord policy' is added to 'breach of tenancy terms' in bullet two of the paragraph on the Tenancy Standard (page 49).

11: Do the proposed principles underpinning the use of the regulator's intervention and enforcement powers, and the associated guidance notes for each power (in Annex F of this consultation document) seem reasonable?

Yes. This seems reasonable.

12: Does the proposed approach to registration and deregistration seem reasonable?

Yes. This seems reasonable.

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