



**Welcome, please register then  
grab a cup of tea or coffee  
and take a seat**

*ALL Wessex are introducers of Alan Boswell Group Insurance*



# ALL Wessex Keynsham 21st May



## Agenda:

### **Welcome and Introduction by Rob Crawford – Chairman**

**Life Cycle of a Tenant's Deposit** – Our Chairman Rob Crawford presents aspects of taking, protecting, deducting, betterment, disputes and the return or partial return, to the tenant of the deposit. Structured around a live Landlord v's Tenant case, this presentation will be interactive and aimed at enhancing attendees knowledge of the pro's and con's concerning tenant deposits.

**Solid Door, Fire Containment in Small HMO's** – Martin Thomas will update us on how his recent interaction with Bath and North East Somerset Council (BANES) has helped define what is acceptable to BANES Council PRS inspectors and how doors that fail can be cost effectively upgraded to meet their requirements.

***Coffee Break and Networking Opportunity***  
*please return to your seats promptly when asked – thanks!*

# Renters' Rights Bill – Update



## Renters' Rights Bill Update - Rob Crawford

By the time of this meeting the Bill will have completed it's House of Lords "Committee Stage". We now know what amendments have been recommended by the House of Lords and whether they have been accepted by Government.

### **AOB:**

- 1. HMO Licencing in Bristol:** Landlords issues with on-line application for Bristol City Council Licencing.
- 2. Tax Increases:** Labour's Autumn Budget.
- 3. Landlord Seminar:** Sponsored by Andrews in Gloucester.

*Next Landlord Meeting*

***Wednesday 24<sup>th</sup> September 2025***

# Life Cycle of a Tenant's Deposit

***Presented by Rob Crawford***

*Chairman*

*All Wessex*

# What Legislation Applies?



# Relevant Legislation



**Tenant Fees Act 2019** - Any tenancy which was signed on, or after 1 June 2019, has to fall in line with the deposit cap rules laid down in this Act.

**Housing Act 2004 Section 213** - Any tenancy deposit paid to a person in connection with a shorthold tenancy must be dealt with in accordance with an authorised scheme.

**Housing Act 2004 Section 214** – permits tenants or relevant persons to apply to a county court if a tenancy deposit has not been protected by the landlord within the required timeframe.

**Protection from Eviction Act 1977** - tenants are protected from unlawful eviction under the Protection from Eviction Act 1977, so it is crucial that the legal process is adhered to. Validity of Section 21 Form 6A and Section 8.

**Landlord & Tenant Act 1985** – sets out the minimum obligations of tenants and landlords. Where a Written & Signed Tenancy Agreement is not in place these obligations will apply under statutory/common law. A written & signed tenancy agreement is invaluable in explaining these same obligations in detail.

# Deposit Types

**1. Holding Deposits** - Capped at a maximum of **one week's rent** and the holding deposit must **be refunded within seven calendar days** of the tenancy not being entered into.

Or if the tenancy is entered into, and it is agreed, it can be used towards rent or the refundable deposit **or returned within fifteen calendar days** from receipt of the deposit deadline.

**2. Refundable tenancy deposit** - Capped at no more than the equivalent of **five weeks' rent** where the annual rent is less than £50,000, or six weeks' rent where the annual rent is £50,000 or more.

- **Custodial** – Free, deposit held by deposit service
- **Insured** – Small Fee for insurance from deposit service, deposit held by landlord / agent

**3. Pet Deposit** - Total deposit taken cannot exceed the cap outlined above, therefore if the deposit amount taken is already at the maximum amount, no further monies can be taken as a pet deposit (*this is subject to change within the Renters Rights Bill*).

# Calculating a Deposit

## Calculating the Holding and Refundable Deposits –

Any tenancy which was signed on, or after 1 June 2019, has to fall in line with the deposit cap rules laid down in the Tenant Fees Act 2019.

The deposit amount a tenant can be charged will depend on the annual rent being charged, as follows:

- Where the annual rent is up to £50,000, a **maximum of five weeks' rent**
- Where the annual rent is over £50,000 and under £100,000, a **maximum of six weeks' rent**
- Holding deposits are **capped at one week's rent**.

## Tenant Fees Act 2019 maths - calculated as follows:

1. Monthly rent x 12 = annual rent
2. Annual rent ÷ 52 = weekly rent
3. If your annual rent is less than £50,000, multiply your weekly rent by 5 = the security deposit cap
4. If your annual rent is more than £50,000, multiply your weekly rent by 6 = the security deposit cap





# Deposit Protection

**Deposit Protection** – For tenancies started after 6<sup>th</sup> April 2007, the deposit must be placed in a Gov't approved deposit protection scheme (Housing Act 2004 Sect 213).

There are three government-backed schemes (*TDS, DPS and MyDeposits*).

The deposit **must be paid into one of these schemes within 30 days** of it being paid and the tenant must be given the prescribed information regarding how, where and when the tenancy deposit has been protected.

**Deposit is returned** to the tenant if the tenant:

- meets the terms of your tenancy agreement
- does not damage the property
- pays the rent and bills



At the end of the tenancy, the deposit must be returned to the tenant within 10 days of both parties agreeing on how much is returned. If there are any disputes, the deposit must remain protected until the dispute is resolved.

***Failure to do any of the above, could result in a financial penalty (up to 3 x value of the deposit), paid to the tenant as compensation (Housing Act 2004 Sect 214).***

# Deposit Claims



**Cleaning:** Leaving the property in an unclean state. Cost to bring it up to the same standard as at the start of the tenancy.

**Damaged or missing items:** Any damage or missing item claims. Like for like basis considering the item's age, quality, lifespan and replacement cost less wear and tear.

**Redecoration:** If redecoration is needed due to the tenant causing damage, or alterations without consent, costs for returning to the same standard accepting fair wear and tear.

**Gardening:** The tenancy agreement should set out the tenant's responsibilities for maintaining external areas such as front and rear gardens - lawns, beds, driveways etc.

**Rent arrears:** Applying for possession of your property will mean that you can recoup some, or all, of the outstanding rent.

**Unpaid utility bills:** Where the tenant is responsible for any utility bills and there are outstanding bills at the end of the tenancy, you may be able to claim these from the deposit if in your name.

**Tenant ending the tenancy early:** If the tenant leaves the tenancy without notice or agreement and you are owed rent as a result, you can claim from the deposit.

*Note: Deposit clause in the tenancy agreement should set out the circumstances and reasons why deductions may be made from the deposit, either in full or part ( repair damage caused by tenants, for cleaning, rent arrears etc).*

# Disputed Claims

**Disputed Claim:** Where the tenant disagrees with a claim made by the landlord, It is the **landlord that has to provide evidence** that justifies any claim from the deposit.

It is essential that:

1. An **“Inventory and Condition Check”** has been conducted **prior to the tenancy starting and agreed by both parties, and at the end of the tenancy.**
2. A **professional Inventory and Condition Check** conducted by a third party, will often carry more weight during a dispute than if carried out by the landlord.
3. The necessary expectations and reasons that may justify a claim **is stated in the tenancy agreement.**

## **Guide for making claims – (source DPS)**

Some claims fail because the claims requested by the landlord are unreasonable in the eyes of the law.

**Adjudicators must account for fair wear and tear.** This is defined as ‘deterioration in condition of the property due to reasonable use’.

Adjudicators **can’t make awards for betterment.**



# Calculating Claims

## What is fair wear and tear?

Landlords cannot claim for fair wear and tear. Adjudicators can only fall back on the legal definition of fair wear and tear, which is the "***reasonable operation of natural forces***". As there are so many variable factors which affect fair wear and tear, they look at the evidence presented to make a reasonable conclusion as to what they believe has happened.

## An example on how to calculate a claim for a damaged carpet, for example, is:

- a) Cost of similar replacement carpet: **£500**
- b) Actual age of existing carpet: **2 years**
- c) Average useful lifespan of that type of carpet: **5 years**
- d) Residual lifespan calculated as: **c minus b** ( $5 - 2$ ) = **3 years**
- e) Depreciation value per year as: **a divided by c** ( $500 / 5$ ) = **£100**
- f) Claim calculated as: **d multiplied by e** ( $3 \times 100$ ) = **£300**



Result is dependent on supporting documented evidence provided by landlord (initial cost, quality, age and condition of the carpet at start and end of tenancy).

# Life Expectancy Table *(source DPS)*

Decorations	Lifespan
Hall, landing, stairs	between 2 to 3 years
Living rooms	approximately 4 years
Dinning rooms	approximately 6 years
Kitchen and bathrooms	between 2 to 3 years
Bedrooms	approximately 5 years
Carpets	Lifespan
Budget quality	between 3 to 5 years
Medium quality	between 5 to 10 years
Top quality	up to 20 years
White goods	Lifespan
Washing machines	between 3 to 5 years
Cookers/ovens/ hobs	between 4 to 6 years
Fridges	between 5 to 8 years



## Assessment of Evidence:

A copy of the **tenancy agreement**, the tenant's stated obligations and responsibilities will be considered where they are consistent with statutory and common law.

The **check in and check out reports** are the most important sources of evidence in claims for damages, cleaning, redecorating, gardening, or missing items. It is best practice to prepare clear and detailed check in and check out reports. The following is considered:

- if the report refers to the **property address**;
- if it is **dated**;
- whether an **independent inventory** provider prepared the report;
- if it contains **good detail of all areas** of the property and its contents;
- if it contains **clear and dated** photographs;
- if the **tenant has signed the report**; and
- if it is **easy to compare the two reports**.

## Assessment of Evidence cont:

For **photographs and videos**, the following is considered:

- if the **photographs and videos are dated**, they are likely to be considered more reliable;
- if the parties have provided comparable **photographs and videos from both the start and the end of the tenancy**;
- only the condition of the **areas shown in the photographs and videos will be assessed**;
- **conclusions about the rest of the property** cannot be made.

When considering claims relating to the condition of the property, a **comparison between the pre-tenancy and post-tenancy** condition must be possible to establish if the tenant is liable.”



# RENTERS RIGHTS BILL UPDATE

*(building on our last presentations)*

***Presented by Rob Crawford***

*Chairman*

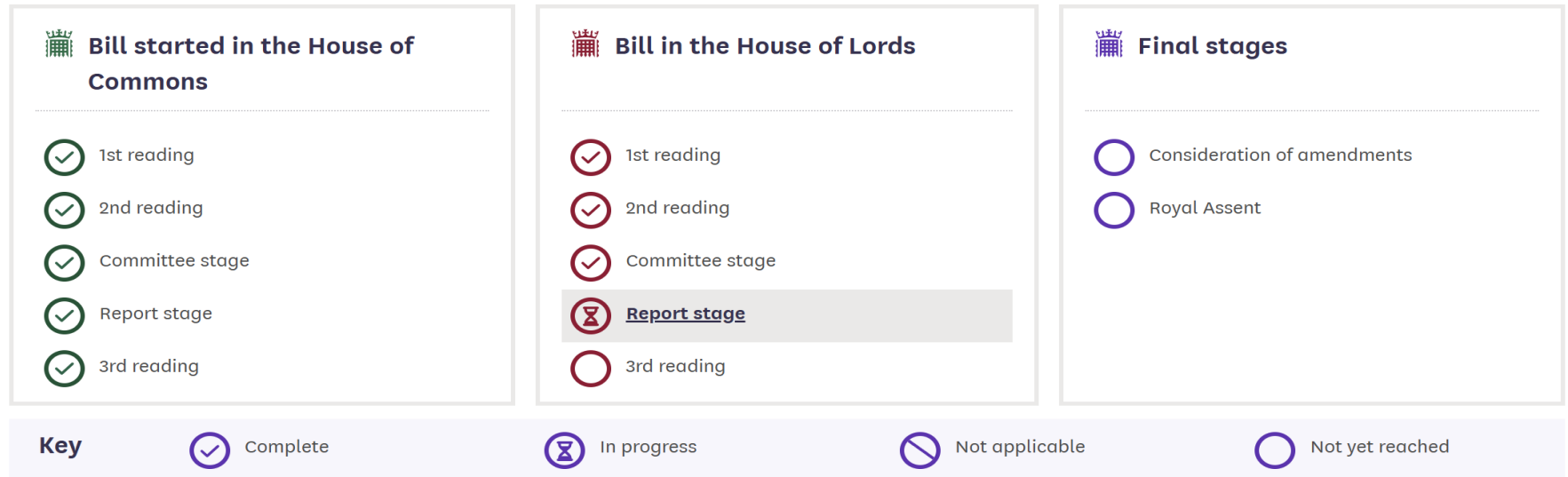
*ALL Wessex*



# Renters' Rights Bill – Where are we?

<https://bills.parliament.uk/bills/3764>

## Bill passage



**The Committee Stage:** a thorough examination of the individual clauses of the Bill. The House of Lords work through the clauses, **considering 339 amendments**. This stage as of 16<sup>th</sup> May, is now complete and the Bill will now move to the **Report stage**, expected in early June following the House of Lords' recess. After that, it will progress to Third Reading and return to the Commons for consideration of amendments before receiving Royal Assent.

# Renters' Rights Bill – Amendments



The Government has **rejected all 339 amendments** proposed by Opposition Parties and Backbench Peers!

So far, the Government has only agreed to **pass it's own amendments** that include:

- Limits on advance of rent (1 month).
- Ombudsman Fees (Membership & Fines).
- PRS Database clarifications (Data Required).
- Restrictions on advanced rental agreements for students (as above).
- Protections for bereaved guarantors (Death relieves Guarantor of claims).

**Report Stage** will see debate (Ping-Pong) between the House of Commons and House of Lords on some of the rejected amendments and detail of amendments accepted.

**Labour have a significant majority** in the House and the **RR Bill was detailed in the Party Manifesto** agreed by those voting for Labour. As such minimal amendments and minimal debate is expected.

The **Regulation of Property Agents (RoPA)** will not be included in the Renters Rights Bill, however, it will be revisited at a later date, adding risk to landlords.

# Key Points



Baroness Lister – proposed limiting circumstances **where landlords can ask for a Guarantor.**

*(Rejected by Government - Calls to limit widespread use of Guarantors, it recognises the importance of Guarantors in managing landlord risk. )*

Lord Black - proposed that once a landlord has **consented to a pet**, they should not be able to withdraw this consent. *( Rejected by Government - When a landlord gives consent to a tenant to have a pet, that consent is binding and cannot be revoked except in the case of anti-social behaviour. )*

Baroness Scott – many believe the present **Court system** needs considerable investment. She proposed the Lord Chancellor ensures the Courts have the capacity to deal with increased demand expected due to the RR Bill. *( Rejected by Government – emphasising it's commitment to court digitisation to improve efficiency. )*

Lord Willetts – suggested the **extension of Ground 4A to smaller properties** so that one or two bedroom properties, like HMO's, are exempt from the general provisions of the RR Bill. *( Rejected by Government – excluded as one and two bed properties are easier to let to non-student tenants. )*


Baroness Wolf – tenants can dispute **rent increases** through the 1<sup>st</sup> Tier-Tribunal. There needs to be a means to backdate an increase agreed by the Tribunal. Use of the Valuation Office Agency (VOA) should be used to validate a claim before going to Tribunal. *(Government agreed that filtering of unfounded cases by VOA would help prevent delays. )*

## Any Other Business



**HMO Licencing in Bristol:** Landlords are reporting issues with their on-line application for Bristol City Council Licences (HMO/Additional).

If you experience issues, contact the Private Housing Team and report the problem. E-mails are best, you then have evidence of your enquiry and their response. Info BCC's Landlord Liaison Officer Ging Laforteza, so that she is aware of the issues.

 <b>Contact information</b>  <b>Private Housing Team (100TS)</b>  Bristol City Council PO Box 3399 Bristol, BS1 9NE  Email: <a href="mailto:private.housing@bristol.gov.uk">private.housing@bristol.gov.uk</a> Phone: 0117 352 5010	<b>Ging Aurelio Laforteza</b> Landlord Liaison Officer Private Housing and Accessible Homes Service Bristol City Council 100 Temple Street Bristol BS1 9NE <a href="mailto:ging.laforteza@bristol.gov.uk">ging.laforteza@bristol.gov.uk</a>
---	---

## Any Other Business cont.

### Tax Increase in Autumn Budget

The Institute for Fiscal Studies, is warning that further Tax hikes are expected in the Autumn Budget that will impact Landlords (Capital Gains Tax, Pensions and Wealth Tax on the richest).





**Landlord seminar sponsored by Andrews in Gloucester at the Oxstalls University Campus GL2 9HW on the 25<sup>th</sup> June.**

**Speakers from:**

**Taylor Rose Solicitors** - Renters Rights Bill and can help with many other legal aspects for landlords.

**Randall & Payne Chartered Accountants** - speaking about Making tax digital for landlords.

To attend book through Eventbrite, link below;

<https://www.eventbrite.co.uk/e/being-a-landlord-in-2025-tickets-1356224527069?aff=oddtcreator>



## Next Meeting

**Keynsham RBL, Wednesday 24<sup>th</sup> Sept 2025**  
18.30 for 19.00 start.