

## Renters' Rights Bill

### iHowz comments on proposed amendments (3rd reading)

[https://publications.parliament.uk/pa/bills/cbill/59-01/0127/amend/renters\\_rights\\_rm\\_rep\\_0108.pdf](https://publications.parliament.uk/pa/bills/cbill/59-01/0127/amend/renters_rights_rm_rep_0108.pdf)

#### **1. Proposal on limiting deposit in advance – NC1 & NC3 Gov\_NC13 Gov\_NC14. And limiting the right to demand a guarantor – NC11**

iHowz opposes limiting deposits and the ability to demand guarantors

##### a. Protection Against Rent Arrears

Reason: If a tenant is unable to pay rent due to financial difficulties, a larger deposit or guarantor provides a financial buffer to cover the shortfall.

##### b. Tenant Risk Management

Reason: For tenants with a limited or poor credit history, or those without a stable employment record, a guarantor or higher deposit can provide reassurance that rent obligations will be met.

##### c. Uncertain or Variable Income from Tenants

Reason: Landlords may ask for guarantors or higher deposits from tenants with irregular income (e.g., freelancers or students) or from international tenants who lack a UK financial footprint.

##### d. Guarantor Assurance for Young or First-Time Tenants

Reason: For young renters, students, or first-time tenants who may lack a rental history or sufficient income, a guarantor ensures financial obligations are met.

##### e. Guards against the tenant just leaving / abandoning the property without informing the landlord

Reason: The worst case for a landlord is not knowing if the tenant has genuinely left or will return to the property.

##### f. Guards against currency fluctuations for overseas tenants.

Reason: overseas tenants (or their parents) will want to make a single upfront payment or negotiate term by term as it locks in a known exchange rate and minimises transaction costs, as well as providing certainty and minimising their admin.

##### g. Discriminates against tenants with poor credit rating.

Reason: Student tenants from other countries are often not able to provide guarantors, to mitigate and balance the risk fairly to the other joint tenants in a shared house, rent in advance is required.

If this is not allowed, this will make the guarantors for the other tenants also liable for the rent payment should that overseas tenant default.

This is a significant unintended result which is manifestly unfair for the other student tenants and their guarantors.

**2. Guarantor to have no further liability following death of tenant – NC10 Gov\_NC15**

- a. In addition to the Guarantors liability ceasing at the death of a (valid) tenant, iHowz would also suggest that the tenancy agreement legally cease 1 month after the discovery of the death of a sole tenant.  
This grace period of 1 month would allow next of kin, etc, to correctly vacate the property.

**3. Student not signing before March 1<sup>st</sup> of the academic year – NC4**

Reasons why students might need to sign lease before March 1<sup>st</sup>:

- a. Student Habits and Market Trends  
Reason: Students tend to search for accommodation for the next academic year well in advance, often during the autumn or winter of the current academic year. Most students prefer to finalise their housing plans in advance of the end of the Spring Term, before Easter holidays and summer examinations.
- b. Preparation for Maintenance or Improvements  
Reason: Signing tenants early allows landlords time to plan and carry out any required maintenance, upgrades, or compliance checks (e.g., gas safety) before the new tenancy begins.
- c. Aligning with University Accommodation Releases  
Reason: Many universities release their own student housing allocations around March, and students often decide on private rentals before this point to avoid uncertainty.
- d. Ensuring Certainty for Tenants and Guarantors  
Reason: Students and their guarantors often want their housing arrangements sorted early, particularly international students or those reliant on student finance planning.
- e. Many universities hold Housing Fairs well in advance of March 1<sup>st</sup>
- f. University's regularly offers a promotional discount to sign up before December, thereby stoking the lettings season early.  
Therefore any change to the law must apply to Purpose Built Student Accommodation (PBSA) and Halls of Residence.
- g. 1st March is too late.  
Reason: Students in final 2 weeks of Spring term have essay deadlines then they leave for Easter and return for examinations. As such they want to get assurances that they have their accommodation secured before 1st March.  
iHowz suggest 1st January will provide the students with what they need and also achieve the aims of the amendment by preventing pre-Christmas pressure.

**4. iHowz repeat their call for a Student Shorthold Tenancy (SST) to recognise the unique situation of the student model.**

## **5. Home adaptations – NC9**

- a. iHowz calls for any required adaptations to always be fully covered by a Disabled Facilities Grants (DFG), even if the Local Authority have exceeded their DFG budget for that year. Additionally, the DFG must cover making good the adaptation when no longer required, if necessary.

## **6. Rules for proposed rent levels – NC7 and amendments 1,9, 5 & 6**

- a. Equates to rent capping. All parties have agreed that rent capping has the effect of raising rents

## **7. Impact Assessment – NC2 & NC12**

- a. iHowz agrees that the Secretary of State (SoS) must produce an Impact Assessment after a period of time – 2 years (NC2), or 18 months (NC12). In addition to reporting on number of short-term leases (NC2), and rent levels (NC12), iHowz recommends that the SoS must also report on the number of tenancies in place at the commencement of the Act, vs the number at assessment time.

## **8. Dispute Mechanisms and Rent Pauses - NC8**

- a. The requirement for a breach must specifically apply to a Section 11 Improvement Notice (S11 notice) issued by the Local Authority, and not complied within the timescale mentioned. If the Local Authority agree the S11 has been met, the dispute and pause mechanism would fall away.

## **9. iHowz agree with the following:**

- a. Review of tenancy deposit schemes and requirements – NC5
- b. Duties of local authorities: care leavers – NC6
- c. Database requirements – amendment 7
- d. Ministry of Defence for use as service family accommodation – amendment 3
- e. Decent Homes Standard apply to all homeless temporary accommodation – amendment 8

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