

Renting homes

This information will be of interest to:

- Landlords who already rent out one or more homes in Wales, and
- individuals who are thinking about renting out a home(s) in Wales.

The purpose of this information is to assist you to effectively perform your role as a landlord, in compliance with your statutory responsibilities.

Concise information is provided about:

- the role and responsibilities of landlords
- how to go about letting and managing a property and help that is available to landlords to manage and improve their properties
- the management of Houses in Multiple Occupation
- forthcoming changes in legislation and regulation which will affect the role of landlords in Wales

The information has been designed to be user friendly. Where it summarises the key issues, links to more detailed information are provided.

The information is accurate as at May 2013.

Option 1 - Your role as a landlord

Landlords who rent homes play a crucial role in local housing markets across Wales. The private rented sector plays a key role in providing housing for a range of different groups, from highly mobile professionals who require relatively short term executive lets, through to providing long term housing for people who are not able to access social rented housing.

It is understood that many landlords have invested substantial sums to purchase properties and to bring them up to the standard required to let them. As a landlord, you will want to protect the value of your assets and this information aims to support you to do this, whether you own a portfolio of properties or just one.

This section contains information about the following areas:

- Ensuring your property is ready to let
- Tenancy agreements
- Landlords' rights & responsibilities
- Tenants' rights & responsibilities
- Rent and deposits
- Ending a tenancy & eviction

Option 1a - Ensuring your property is ready to let

As a landlord you need to ensure that your property is:

- in a reasonable state of repair both internally and externally
- free from unnecessary hazards
- decorated to a good standard
- clean throughout

Section 11 of the Landlord and Tenant Act 1985 requires you to keep in repair the following:

- the structure and exterior of the property
- the installations for the supply of water, gas, electricity and sanitation
- the installations for the supply of heating and water heating

You will need to ensure that all of these elements are free from defects at the start of a tenancy.

Where a property has been let before, it is useful to talk with former tenant(s) to identify repairs which are required to the property and also to inspect the property to identify repairs which are required prior to letting it. You can record your inspection on the *inspection form* we've provided below. (to be provided)

Risks to Health & Safety

You will need to ensure that there is no unacceptable level of risk to the health and safety of the occupiers of the property or their visitors, due to faults or deficiencies in the property. Further guidance on the Housing Health and Safety Rating System and how this affects you is available by following this link

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/9425/150940.pdf.

Once all works have been completed to the property, it is a good idea to take photographs of the property both internally and externally, so that you have a record of the property condition when let.

Gas Safety

You are required to ensure that an annual safety inspection of all gas installations in the property is undertaken. This must be carried out by a Gas Safe registered installer. You are also required to provide a new tenant with a copy of the gas safety record.

Remember it is critically important that the gas regulations are complied with and all repairs to gas appliances are carried out quickly by registered Gas Safe installers. Defective gas appliances are dangerous and can cause death. Landlords could be subject to legal action, if they have not acted responsibly.

Gas Safe produce a useful factsheet which sets out landlord responsibilities in respect of gas safety, and you can access it by following this link

<http://www.gassaferegister.co.uk/pdf/Requirements%20for%20landlords.pdf>

Electrical Safety

You need to ensure that the electrical installation and any electrical appliances you supply with the property (cookers, fridges etc) are safe.

Where you supply appliances you should get them tested by a qualified electrician before the property is let to new tenants.

Although there is no statutory requirement to have annual safety checks on electrical installations, the Electrical Safety Council recommend a formal periodic inspection and test being carried out at least every five years. You should act on recommendations detailed in a periodic inspection report.

For guidance on your responsibilities in respect of electrical safety you can download the Electrical Safety Council's guide by following this link

https://www.esc.org.uk/uploads/tx_escvideolib/filedownload/ESC-Landlords-Lite_LR_03.pdf

Energy Performance Certificates

You are required to make available to prospective tenants a copy of the Energy Performance Certificate (EPC) for the property and provide the tenant with a copy before they move in. An EPC is valid for 10 years. EPCs are provided by registered Domestic Energy Assessors (DEA's). You can find a local DEA by following this link

<https://www.epcregister.com/searchAssessor.html>.

You can find guidance on EPCs by following this link <https://www.gov.uk/buy-sell-your-home/energy-performance-certificates>

Furniture Safety

If you let your property with furniture and furnishings in it, you must comply with the terms of the Furniture and Furnishings (Fire) (Safety) Regulations 1988, which set safety standards for fire and fire retarding requirements for upholstered furniture.

The regulations apply to any of the following:

- furniture
- beds, headboards and mattresses
- sofas, sofa beds, futons and other convertibles
- scatter cushions and other seat pads
- pillows
- loose and stretch covers for furniture

All furniture and furnishings provided by you must meet these standards. This is indicated by a label which appears on the items, and the absence of a label means that it doesn't meet the standards required. All new furniture and furnishings will have the label. If you are buying second hand furniture and furnishings for a property, make sure that the furniture and furnishing have the label attached.

You can get more information about the Furniture and Furnishings (Fire) (Safety) Regulations 1998 by following this link <https://www.berr.gov.uk/files/file24685.pdf>

Option 1b - Tenancy agreements

A tenancy agreement is a contract agreed between the landlord and the tenant which allows the tenant to live in the property.

Currently, you are not required by law to provide a written tenancy agreement. However, a tenant has the right to ask their landlord for a written statement of any of the main terms of the tenancy and the landlord must provide this within 28 days. Failure to do so when requested is a criminal offence and the landlord can be prosecuted.

It is important to give tenants a written agreement, for a number of reasons:

- to prevent disagreements about what has been negotiated and agreed by the landlord and tenant
- to resolve disputes
- to protect the interests of both parties
- to make the eviction process simpler – it can be difficult to evict a tenant without a valid tenancy agreement

If you are letting a property, you can only create either an assured shorthold tenancy or an assured tenancy.

An Assured Shorthold Tenancy (AST) – is the most common type of tenancy in use. An AST can be for any term, although the vast majority are for terms of at least 6 months. The main benefit of an AST for landlords is that you can recover possession of the property without needing a reason, provided the fixed term has expired and the proper form of notice has been served on the tenant. For more information on ending an AST follow this link (link to 1g).

An Assured Tenancy - gives tenants greater security. This means that tenants are entitled to stay in the property until either they chose to leave or you gain possession on one or more of the 17 grounds listed in Schedule 2 of the Housing Act 1988. For more information on ending an assured tenancy follow this link (link to 1g).

You can find out more about assured and assured shorthold tenancies by following this link https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11603/138289.pdf

Most landlords will choose to create an AST when they let property and if the property is subject to a mortgage, most financial institutions will insist on an AST. Although you can draw up your own tenancy agreements, this is not advisable. It is better to use one of the

standard tenancy agreements which are available from landlord associations, law stationers and larger stationers.

If you are amending a standard tenancy agreement you need to ensure that the amendments you make are fair and that any alteration complies with the Unfair Terms in Consumer Contracts Regulations 1999. You can find out more about unfair terms in tenancy agreements by following this link

http://www.ofc.gov.uk/shared_ofc/reports/unfair_contract_terms/ofc356.pdf.

When you sign the tenancy agreement with the tenant, it is good practice to have two copies of the agreement which you both sign, providing a copy for yourself and the tenant.

Option 1c - Landlords' responsibilities & rights

Landlord responsibilities

As a landlord you have a number of responsibilities which are set out in the tenancy agreement you signed with your tenant, in legislation, regulation, contract and common law.

Ensuring the property is in a good state of repair – as a landlord you are responsible for the repair and maintenance of the property throughout the term of the tenancy. (see 1a).

Ensuring the tenant is provided with the quiet enjoyment of their home – this means that the tenant is able to live in the property without disturbance from you or people acting on your behalf. In general, this means that you do not have the right to turn up unannounced to check on the property or the tenant. Where you wish to visit the property to inspect or to discuss an issue with the tenant, you should arrange a mutually convenient time and date before visiting.

Ensuring that the tenant's deposit is protected – the majority of landlords require a deposit from a tenant before they move into the property. Assured Shorthold Tenancy deposits taken after 6th April 2007, require you to treat deposits in accordance with an authorised tenancy deposit protection scheme. You must comply with the timescales required relating to receipt of the deposit and the notification to the tenant about the scheme the deposit is protected in.

This is important as tenants can claim compensation if the deposit is not protected in an authorised scheme or deadlines are missed (up to three times the value of the deposit) and you will not be allowed to seek possession of the property under Section 21 of the Housing Act 1988, if the deposit has not been protected.

For more information on Tenancy Deposit Protection Schemes follow this link

<https://www.gov.uk/deposit-protection-schemes-and-landlords>

Landlord rights

Your rights are set out in legislation and in the tenancy agreement, and these are in effect the tenants' responsibilities. In summary:

To receive rent payments in full and on the date when they are due – the tenancy agreement should set out the amount of rent to be paid and the date that it is due. It is the tenants' responsibility to ensure that the rent is paid each time it is due. Should your tenant fail to pay their rent, you will need to contact them to find out the reasons why and to discuss how they will repay the outstanding sum.

To have the property used in a tenant like manner – this means that the tenant must treat the property with respect and care and ‘do little jobs about the place which a reasonable tenant would do’ such as unblocking drains, maintaining the garden, cleaning windows, keeping the property clean and free from rubbish, to maintain the property in a condition similar to which it was let. This also means that it is the tenants’ responsibility to ensure that the property is not deliberately damaged and that any repairs required are reported to you or your agent during the course of the tenancy.

To have access to the property at reasonable notice – Section 11 (6) of the Landlord and Tenant Act 1985 gives you the right to access the property for the purpose of viewing its condition and state of repair, after giving the tenant reasonable notice of not less than 24 hours. If the tenant refuses to give you access to the property after you have given them reasonable notice, you can only enforce this right with a Court Order.

Option 1d - Tenants' rights & responsibilities

Tenants' rights

Tenants' have the right to:

- live in a home that is safe and in a good state of repair
- have their deposit returned when the tenancy ends, if they return the property to you in the same condition it was let and they do not owe any rent
- know who their landlord is
- live in the property undisturbed (quiet enjoyment). This means that the tenant should expect to live in the property without being unnecessarily disturbed by the landlord
- be protected from illegal eviction and harassment

Tenant rights vary depending on the type of tenancy agreement the tenant has signed and when it was signed. The tenancy agreement should state what type of agreement it is, but you can work it out using the information below:

- If the occupier shares the property they rent with you, they are 'an excluded occupier'
- If the tenant signed their tenancy before the 15th January 1989, they are 'a protected tenant'
- If the tenant signed their tenancy after the 15th January 1989 but before the 28th February 1997, they are either 'an assured' or 'an assured shorthold tenant'
- If the tenant signed their tenancy after 28th February 1997 they are 'an assured shorthold tenant'.

The rights of 'excluded occupiers'

If you rent a room in your home and share its facilities with some-one who is not part of your family and they pay you to live there, they will be considered to be 'an excluded occupier'. 'Excluded occupiers' have very few tenancy rights.

An 'excluded occupiers' only right is to stay at the property until you ask them to leave, or for as long as the written agreement says. You can evict 'an excluded occupier' by giving reasonable notice (which can be verbal) and you don't need a court order. 'An excluded occupier' will have to leave once the notice expires. If you are a landlord who lets accommodation in your home and the 'excluded occupier' has not left after you have given them notice, you should seek legal advice to remove them.

The rights of protected tenants

Protected tenancies make up a very small proportion of the private rented sector in Wales. Protected tenants have the strongest rights, these are as follows:-

- security of tenure, as the accommodation can only be re-possessed in certain specified circumstances
- the right to have rent increased only in certain circumstances
- the right of their spouse, civil partner, other partner or another family member to take over the tenancy on their death

For more information about protected tenancies follow this link

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11445/138295.pdf

The rights of assured tenants

Assured tenants have the right to stay in their accommodation unless the landlord can convince the court that either they have not kept to the terms of their tenancy agreement, for example by not paying rent or damaging the property or there are other reasons why it would be reasonable to grant possession, for example the landlord wishes to move into the property as their main home or the landlord wishes to undertake major works to the property.

Assured tenants also have other rights, these are as follows:

- security of tenure, as the accommodation can only be re-possessed in certain specified circumstances
- the right of a their spouse, civil partner, or other partner to take over the tenancy on their death ('the right of succession')

The rights of assured shorthold tenants

Assured shorthold tenants have a legal right to live in the property for a period of time. This could be for a set period such as six months or it might roll on a week-to-week or month-to-month basis.

You can find out more about assured and assured shorthold tenancies by following this link

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/11603/138289.pdf

Tenant responsibilities

Tenants, like landlords, have responsibilities, as well as rights. Tenants' responsibilities are usually set out in the tenancy agreement, and can be summarised as follows:

Paying the rent on time, every time

Look after the property and report any defects to you - the tenant, anyone else who lives with them and any of their guests must not cause deliberate damage to the property. If a tenant damages the property or its fixtures and fittings, they are responsible for repairing the damage or paying for it to be repaired. If a tenant notices that something is faulty, it is their responsibility to report it to you.

If the property has a garden, it is usually the tenants' responsibility to maintain it.

Allowing you to access to the property – a tenant must allow you or your agent to access property, where you have given them reasonable notice (a minimum of 24 hours).

Acting in a neighbourly way - this means the tenant, anyone who lives with them and anyone visiting them in their home must take care not to behave in such a way that will cause nuisance or annoyance to in the area the property is located in, for example:

- hosting loud late night parties
- slamming doors in the property
- allowing the garden to become overgrown

Giving notice in the correct form if they want to end the tenancy - if a tenant wants to end their tenancy, they must give you the length of notice set out in the tenancy agreement and in the form set out in the agreement. If they fail to do so, without your agreement, the tenant will end up owing rent and possibly legal costs if you seek to recover what you are owed, by taking action in the Courts.

Seek permission from the landlord to do something the tenancy agreement states they must not - for example if the tenancy agreement states that a tenant must not decorate the property, and the tenant wishes to redecorate one room, they need to have your permission before they start work. If a tenant doesn't seek your permission, you can charge them for re-instating the room to its previous condition.

Option 1e - Rent and Deposits

Rent

As a landlord you want to make a return on your investment, and the rent you charge will reflect this as well as the conditions in the local housing market.

Before the tenancy begins, you will mutually agree the rent with the tenant, including arrangements for paying it. Sometimes this agreement will also include arrangements for reviewing the rent.

If the rent is payable on a weekly basis you are legally obliged to provide the tenant with a rent book. The rent book must contain certain information and standard rent books can be purchased from law stationers and general stationers. If the rent charge is payable monthly, it is a good idea to provide your tenant with receipts, to avoid disagreements.

Deposits

The majority of landlords require a deposit from a tenant before they move into a property, as this means a tenant is:-

- more likely to keep the property clean and tidy
- less likely to cause damage to the property
- less likely to run up rent arrears
- less likely to abandon a property and terminate the tenancy correctly

The Housing Act 2004 introduced specific requirements that affect Assured Shorthold Tenancy deposits taken after 6th April 2007; these are as follows:

- a deposit must be dealt with in accordance with an authorised tenancy deposit protection scheme from the moment of receipt
- landlords must comply with their chosen scheme's initial requirements within 30 days of receipt
- landlords must give prescribed information to the tenant and/or to anyone who paid the deposit on the tenant's behalf, within 30 days of receipt.

It is important that you comply with these requirements as:

- tenants can claim compensation if the deadlines are missed (up to three times the value of the deposit)
- you will not be allowed to seek possession of the property under Section 21 of the Housing Act 1988, if the deposit has not been protected.

The UK Government has established two types of Tenancy Deposit Protection Schemes (TDPS) these are:

- Custodial (where the administrator holds the deposit free of charge)
- Insurance (where the landlord holds the deposit but has to pay an insurance premium)

For more information on Tenancy Deposit Protection Schemes and the scheme providers follow this link <https://www.gov.uk/deposit-protection-schemes-and-landlords>

Bond Guarantee Schemes

These schemes, which are either directly provided by local authorities or in partnership with a voluntary sector agency, replace upfront cash deposit and instead guarantee the landlord the cost of any damage to the property and rent arrears. Bond guarantee schemes are attractive to landlords because they provide a guarantee against damage or rent arrears and dispense with the need to place deposits in one of the Government backed Tenancy Deposit Protection Schemes.

In addition, Bond Schemes may offer additional services to landlords, for example:

- providing assistance in getting Housing Benefit processed quickly
- helping find tenants
- offering general advice about landlord and tenant matters

The types of schemes in operation vary across the country and your local Council will be able to provide you with information about the scheme in your local area and who is eligible to receive a Bond.

Paying Rent

It is the tenants' responsibility to pay the rent in full, on time and in the manner agreed in the tenancy agreement.

The majority of tenants will pay their rent from their earnings, but some who have low incomes will be able to apply for Housing Benefit (which will become part of Universal Credit).

Housing Benefit is a means tested benefit and to claim this benefit it is important that tenants provide proof of:

- their income and savings
- their identify

- the rent to be paid on the property
- the name and address of their landlord/agent

Local authorities aim to process Housing Benefit claims within 14 days of the receipt of all of the appropriate documentation from the claimant.

A claimant, if entitled to Housing Benefit, will receive the Local Housing Allowance (LHA) rate applicable to the size of their household within the Broad Rental Market Area (BRMA). Claimants are entitled to one bedroom for:

- every couple
- any other adult aged 16+
- any two children of the same sex aged up to 16
- any two children under 10 regardless of sex

The maximum claim is the four bedroom rate, regardless of the size of their household.

Single people aged under 35 years of age are only able to claim the Shared Accommodation Rate (SAR). This is the rate for a room in shared house and is substantially less than the rate for a one bedroom property. There are a few exceptions to this rule which can be found by following this link

http://england.shelter.org.uk/get_advice/housing_benefit_and_local_housing_allowance/housing_benefit_if_you_are_under_35#exceptions_to_the_new_rules

LHA rates are set by the Rent Officer Service and are based on market evidence. Details of the LHA rates in BRMA's can be found by following this link

<http://wales.gov.uk/topics/housingandcommunity/housing/private/renting/rentofficers/publications/lha13/?lang=en>

Many tenants are paid their Housing Benefit direct and then make the payment to their landlord. Some landlords are paid Housing Benefit direct by the local authority, if the claimant is considered vulnerable or owes eight weeks rent. However, local authorities have increased discretion when considering whether to pay a claimants' LHA direct to their landlord particularly where 'they consider it will assist the tenant in securing or retaining a tenancy'.

For information about changes to benefit system and how these might affect you in your role as a landlord follow this link (link to 5b).

Reviewing rent

For a periodic tenancy, (rolling on a week-by-week or month-by-month basis) you can't normally increase the rent more than once a year without the tenant(s) agreement.

For a fixed-term tenancy, (running for a set period) you can only increase the rent if the tenant(s) agree or if there is a built in rent increase mechanism in the tenancy agreement. If the tenant(s) don't agree to an increase, you can only increase the rent when the fixed-term ends.

If the tenancy is an assured or an assured shorthold tenancy, the landlord can use a formal procedure in Section 13 of the Housing Act 1988 to propose a rent increase. This requires a special form which can be purchased from legal stationers. The form must be completed in full and served on the tenant(s) giving at least one month's notice of the increase. If the tenant does nothing during this period, then the rent increase takes effect. If the tenant feels the rent increase is too high they can refer it to the rent assessment committee for review.

Protected tenancies are governed by the provisions of the Rent Act 1977. The Rent Act allows a tenant (or landlord) to apply to the Rent Officer Service to have a 'fair rent' registered for the property. This rent is then set and can be reviewed every two years.

Preventing, controlling and recovering rent arrears

It is the tenants' responsibility to pay the rent. However, effective procedures for managing rent arrears are essential as late payment of rent is not unusual.

It is beneficial if you contact the tenant immediately on becoming aware that a payment has been missed, to find out why the payment has been missed and to negotiate a mutually agreeable arrangement for the tenant to repay the outstanding sum. If the tenant is unable or unwilling to pay, or is habitually late in paying, then you may wish to terminate their tenancy using the most appropriate legal method for the type of tenancy. (link to 1g)

When a tenant has left the property owing rent and other costs, you can attempt to recover these through the small claims procedure in the County Court. Securing a County Court Judgement (CCJ) against a tenant or former tenant does not necessarily mean that you will recover the monies owed. If the tenant doesn't pay, the judgement can be enforced, (either through the seizure of goods or an attachment to earnings order or recovery from a bank account in credit) but you will incur more costs.

To find out more about making a claim for money follow this link

<https://www.gov.uk/make-court-claim-for-money/overview>.

Option 1g - Ending a tenancy & eviction

This section provides a summary of how to go about ending a tenancy using the formal process. However, if you have a good relationship with the tenant living in the property you should consider discussing their intentions with them, as this might eliminate the need to take formal action to recover possession.

Formally ending a tenancy is a complex process and you should seek expert legal advice before commencing action for two reasons:

- if you don't follow the statutory procedure, your actions could be construed as harassment and/or illegal eviction. Both are criminal offences and could make you liable to pay the tenant substantial damages.
- If you don't follow the correct process for ending a tenancy, it might mean that the County Court rules the process invalid. This means you will need to start the process again, which is costly and time consuming

Ending an excluded occupier agreement

You can evict 'an excluded occupier' by giving the occupier reasonable notice (which can be verbal). A court order is not required and the occupier must leave once the notice expires. If you are a landlord who lets accommodation in your home and the 'excluded occupier' has not left after you have given them notice, you should seek legal advice to remove them.

Ending an assured shorthold tenancy

In order to end an Assured Shorthold Tenancy, the first step is for you to give notice (advanced warning) to the tenant(s).

Ending the tenancy during the Fixed Term of the Agreement – you can end an assured shorthold tenancy during the period covered by the tenancy agreement in one of two ways:

- by writing to the tenant, giving at least 2 months notice, provided the date when the notice ends (the expiry date) is after the end of the contract. For example, if a 6 month contract started on the 1st January, two months notice can be given at any time up until the end of June. A notice given during the first 4 months of the tenancy will expire on 30th June. A notice given to the tenants after 1st April should expire on a date at least 2 months after it was served. This is called the Section 21 or no fault procedure and you can use the accelerated possession procedure to gain a Court Order

Ending the tenancy after the Fixed Term of the agreement (or if there was no written agreement) - a tenancy that does not run for a fixed length of time is called a periodic tenancy. The rules for ending a periodic 'Assured Shorthold Tenancy' are different to those that apply when there is an agreement for a fixed length of time in place.

If there was a written contract for a fixed length of time that has now passed, or if there was never an agreement for a fixed length of time, the notice (called a 'Notice Requiring Possession') given to a tenant must contain specific information to be valid. This includes:-

- the part of the Housing Act on which it is based. The name and address of both yourself and tenant. The date the Notice was given to the tenant ('served'). The date on which it expires.
- the notice for a periodic Assured Shorthold tenancy must give the tenants 2 months notice (if the rent is paid weekly) or two months (if it is paid monthly). In addition, it must end on the last day of a rental period. This is the day before the rent is normally due.

Example: A tenant moves in to a rented property on the 14th of January, is given a written contract for 6 months and pays rent monthly. In August, the landlord decides that the property should be sold. A notice given before 14th August must be for two months and end on the day before rent is due. The notice should therefore be dated to expire on 13th October.

If, however, the notice is served on or after the 14th August (say, on the 16th) then it must expire on the last day of a period of the tenancy (13th November). This is because it must be for two full months and expire on the day before rent is due.

To end an assured shorthold tenancy during the period covered by the contract - is much more complicated. This is because you must give legal reasons (called 'grounds') for ending the tenancy. 'Grounds' include reasons such as rent arrears and damage to the property. Grounds 1 – 8 are mandatory (the Court **must** order possession if the Grounds are proven) and Grounds 9 – 17 are discretionary (the Court **may** order possession). You must serve a 'Notice of Seeking Possession' on the tenant which must contain very specific wording. Depending on which legal ground you wish to use, the notice period varies from the same day to 2 months.

A notice is merely notification to the tenant that if they do not leave, the landlord will apply to a Court for possession. The only way to legally evict a tenant who refuses to leave is to apply to a Court for a Possession Order, and when the possession order has been granted to apply to the Court for the Court Bailiffs to evict the tenant.

In practice, most assured shorthold tenants will be advised to leave on or before the expiry date of a valid notice because if they stay, it will be their responsibility to pay any Court fees. It is likely that the only time an 'Assured Shorthold' tenant would be advised to stay would be if the landlord had declared that they had legal grounds for eviction and the tenant disputed that such grounds existed.

The grounds for seeking possession of an assured shorthold tenancy can be found by following this link <http://www.legislation.gov.uk/ukpga/1988/50/schedule/2>.

Ending an assured or protected tenancy

The first step is for the landlord to give notice (advanced warning) to the tenant(s).

A notice of seeking possession is merely notification to the tenant that if they do not leave, the landlord will apply to a Court for possession. When you serve a Notice of Seeking Possession on the tenant(s) you must give legal reasons (called 'grounds') for ending the tenancy using very specific wording. 'Grounds' include reasons such as rent arrears, damage to the property and breach of tenancy conditions.

The grounds for seeking possession of an assured tenancy can be found by following this link <http://www.legislation.gov.uk/ukpga/1988/50/schedule/2>.

The grounds for seeking possession of a protected tenancy can be found by following this link <http://www.legislation.gov.uk/ukpga/1977/42/schedule/15>.

Applying to the Court for Possession

The only way to legally evict a tenant who refuses to leave is to apply to a Court for a Possession Order and once the possession order has been granted, to apply to the Court for the Court Bailiffs to evict the tenant.

If you are applying for possession of an assured shorthold tenancy by the accelerated procedure (to be used where a Section 21 Notice has been served), you will need to complete form N5B and return it to the Court. You can access a copy of form N5B by following this link

http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=618.

The Court will issue the claim to the tenant who is given 14 days to respond. If the facts are disputed by the tenant an oral hearing may be held. Where the facts are not disputed by the tenant, the judge will award possession. This is normally 14 days after the date of the decision.

If you are applying to the court for possession on the grounds of non-payment of rent, you can use the UK Governments Possession Claim Online system by following this link <https://www.possessionclaim.gov.uk/pcol/>.

If you applying for possession on other grounds, you will need to complete forms N5 and N119 and return them to the Court. You can access a copy of form N5 by following this link http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=608. You can access a copy of form N119 by following this link <http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForms.do>

Once possession proceedings have been issued, there is usually a wait of a month for a court hearing. If the Court finds in your favour it can make one of two orders – an absolute or a suspended possession order.

If the Court orders possession, the tenant will have to leave on the date specified in the Court Order. This is called an absolute possession order.

A suspended possession order is where the Court grants possession but it is suspended until such time as the tenant breaches the conditions of the Court Order. Where the tenant breaches the conditions of a suspended possession order, you can re-apply to the Court for an absolute possession order.

Where the date specified in the Court Order expires and the tenant remains in occupation you must reapply to the Court for a Warrant for Possession; you cannot evict the tenant yourself. You will need to complete the form N325 and return it to the Court. You can access a copy of form N325 by following this link

http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=562.

The warrant is served on the property or the tenant by hand and an appointment booked by the Court for the bailiff to return and carry out the eviction.

Prior to the eviction being carried out, you should advise the tenant to apply to the local council's homelessness service who may assist with the removal of furniture and possessions from the property.

You should ensure that you attend the eviction, to enable the bailiff to formally hand over the property and if necessary arrange for the locks to be changed.

Option 2 – Letting and Managing your property

As a landlord you have a number of choices in relation to the letting and management of your property/properties. Will you manage them yourself or appoint an agent to provide all or some of the management services.

This section contains information about the following areas:

- Finding a tenant
- Self managing your property
- Using an agent to manage your property
- Support from your local council to manage and improve your property

Selective Licensing Schemes and how they affect you

You need to be aware that if the property you own is in an area which the local council has designated as one where a selective licensing scheme applies, you will need to apply to the local council for a licence to manage the property. Council's are able to introduce selective licensing schemes where there are either: high levels of anti-social behaviour; evidence of low demand for housing; where more than 25% of homes in the area are privately rented; or the area is a Renewal Area.

When applying for a licence you, or the person who is managing the property on your behalf, will need to demonstrate to the council that you or they:

- are "a fit and proper person"
- have satisfactory procedures in place for dealing with anti-social behaviour
- have satisfactory management standards in place

The Council may also limit the maximum number of people who can live in each rented property in a selective licensing area.

If you own a property in an area which the council has designated 'selective licensing' applies, you or the person who is managing your property need to apply for a licence as the following penalties apply:

- a criminal conviction and fine of up to £20,000 for renting a property in a selective licensing area without applying for a licence
- a criminal conviction and fine of up to £5,000 for breaching the licensing conditions
- if you manage a property without a licence in a selective licensing area, you cannot use a Section 21 notice to gain possession of the property

There is currently one selective licensing scheme in place in Wales, the White City area of Port Talbot.

Option 2a – Finding a tenant

Self managing landlords

There are several ways to market your property:

- advertising in local newspapers
- advertising in local large employers such as hospitals and factories
- advertising on notice boards in local shops and community centres
- placing a 'to let' sign outside of the property
- advertising on the internet via websites such as gumtree.com

You will need to meet prospective tenants at the property, to show them round and explain the arrangements to them.

You should use the meeting as an opportunity to find out a little more about each prospective tenant. Seeking references from a prospective tenant's current or previous landlord, employer or bank can also help inform the tenant selection process. Some landlords require someone to act as a guarantor, guaranteeing that the tenant will comply with the conditions of tenancy. In addition, it is suggested that you get the selected tenant to provide contact details for someone, who can be contacted in the event of an emergency.

You also need to be aware that you are bound by a legal obligation in the Equalities Act 2010 not to discriminate, either directly or indirectly, against anyone with protected characteristic. The protected characteristic groups are: age; disability; gender reassignment; marriage or civil partnership; pregnancy or maternity; race; religion or belief; sex; and, sexual orientation.

Direct discrimination means treating some-one less favourably because they are in one of the protected characteristic groups. Indirect discrimination means applying conditions which mean that fewer people from one of the protected characteristic groups can comply with such conditions.

To find out more about your responsibilities under the Equality Act 2010 follow this link <http://www.equalityhumanrights.com/advice-and-guidance/service-providers-guidance/>

How your local council can help you let your property

Councils operate a range of schemes where they work in partnership with private landlords to provide good quality, affordable, private rented homes.

There are many different types of partnership schemes run by Councils across Wales, these include:

- assisting you find to a tenant by advertising the property to people who are registered with them for housing. This service is free
- entering into a leasing arrangement where they pay you to lease your property for a period of time and manage the property on your behalf
- entering into a management agreement with a social lettings agency, which will let and manage your property for a fee.

In certain instances Councils will provide landlords with financial assistance and other forms of support to ensure that the property is up to standard and well managed.

To find out what support your local Council could offer you, follow the appropriate link below:

(series of links to either appropriate page on the waleshousing.co.uk sites or contact details of named officer in each LA)

Using Letting Agents to find a tenant

You can use a letting agent to help you find a tenant. The agent can:

- market the property
- provide advice on rent levels
- find a tenant
- undertake reference checks and possibly a credit check
- provide the tenancy agreement
- arrange a date for the tenant to move in

Once the tenancy has started, the letting agent's job is complete and you will be responsible for the ongoing management of the property.

Option 2b - Self managing your property

This option is for landlords who are confident that they know their responsibilities and have the ability to manage one or a number of properties.

Managing the property yourself saves money, but requires a considerable investment of time. To ensure that the property is ready to let, you will need to ensure that it is in a suitable condition and all safety checks have been carried out, to find out what these are follow this link (link to 1a).

When the property is ready to let you will need to:

- show copies of the Gas Safety record and the Energy Performance Certificate to prospective tenants
- prepare a tenancy agreement and arrange for the tenant to sign it
- give a copy of the Energy Performance Certificate to the incoming tenant
- collect the deposit from the tenant and protect it in one of the Government backed schemes. For more information about your responsibilities in relation to tenants deposits follow this link (link to 1e)
- agree when and how the rent will be paid. You might wish to consider using a Credit Union Rent Account (for more information link to 4c)

When the property is occupied by the tenant, you will need to have systems in place to:

- account for rent payments made by the tenant
- arrange for repairs to be undertaken to the property
- deal with queries and questions the tenant may ask you from time to time
- deal with queries from neighbours about the property or the tenant

Self management may not be a suitable option for landlords who live some distance away from the property, or who are away from the local area for significant periods of time. Additionally as a self managing landlord you may need to seek professional advice from time to time, if problems arise.

Landlord Accreditation

If you are considering self management, it is useful to become accredited with the Landlord Accreditation Wales (LAW) scheme. The LAW Scheme is a voluntary project run by the 22 Local Authorities (LAs) in Wales.

To become accredited, you will need to:

- sign a declaration that you are a 'fit and proper' person
- agree to the Code of Conduct set out by the scheme
- successfully complete a one day professional development course

The LAW scheme is founded on the belief that the more aware landlords are of key property management issues, this will mean improved safety, improved standards and that landlords assets will be protected.

To find out more about the LAW scheme, follow this link

<https://www.welshlandlords.org.uk/landlord-accreditation/>

Landlord Associations

If you are considering self management we would also recommend that you consider joining a landlord association which can provide advice and assistance and much of the information a self managing landlord requires. There are three main landlord associations in the UK:

- The National Landlords Association <http://www.landlords.org.uk/>
- Residential Landlords Association <http://www.rla.org.uk/>
- The Guild of Residential Landlords <https://www.landlordsguild.com/>

Option 2c - Using an agent to manage your property

You can use an agent to undertake three types of service for you:

- Letting only
- Letting and rent collection
- Full management service (for owners who have limited time or expertise)

Letting only

You can use a letting agent to help you find a tenant.

If you use a letting agent to find a tenant for your property, you will pay a fee to the agent. Fees charged by agents vary but it is usual for the fee to be equivalent to one month's rent. In addition the letting agent might charge the tenant an administration fee.

Letting and rent collection

This is where the agent lets the property and collects the rent on your behalf, leaving all of the other management responsibilities to you.

The agent is likely to charge a one-off fee for letting the property and a percentage of the rental income for their rent collection service.

Full management service

This is where the agent deals with all management issues. You will need to agree with the agent what types and costs of repairs they are authorised to carry out without seeking your permission. You should also be aware that agents will take some steps towards ending a tenancy but they are unable to enter the case into Court.

We would strongly recommend that you use an agent who is a member of one of the following associations, as they are generally considered more reputable:

- Association of Residential Lettings Agents <http://www.arla.co.uk/>
- National Approved Lettings Scheme <http://www.nalscheme.co.uk/>
- National Association of Estate Agents <http://www.naea.co.uk/estate-agent-search/licensed/#>
- Royal Institute of Chartered Surveyors <http://www.ricsfirms.com/vw/search/Designation.aspx>
- Safe Agent Fully Endorsed <http://www.safeagents.co.uk/agents>

Social Lettings Agencies

These are not for profit organisations that manage homes on behalf of private landlords. Social lettings agencies are either run by Councils or run by third sector agencies in partnership with Councils. Social lettings agencies accept people who receive Local Housing Allowance from the Council to pay their rent.

Generally social lettings agencies will provide a full management service to the properties they manage on behalf of landlords. They charge a management fee for this service. Social lettings agents are as competitive as other types of agents, and a significant proportion are part of either a local authority or a housing association, which have extensive track records in managing properties.

Social lettings agencies do not charge tenants for their services, such as rent in advance and administration fees. Some social lettings agencies do not require tenants to pay a bond. To find out about social lettings agencies in your local area follow the link for your local council below

(list of local authorities – click on the link it provides user with name and contact details of social lettings agency in area)

Option 2d - Support from your local council to manage and improve your property

All Councils in Wales want to improve the quality of homes in the private rented sector and their management. To this end Councils across Wales are now starting to encourage and support good landlords, recognising that they play a key role in the local housing market and an important role in providing good quality affordable rented homes for people in housing need.

Councils can offer to support you by:

- introducing you to a social lettings agency, which will provide a professional management service to your property for a competitive fee
- providing you with advice about your responsibilities in relation to the management of your property
- providing you with advice about works required to improve your property
- providing you with advice about, and signposting you to sources of financial support to enable you to carry out those repairs
- providing you with business support
- assisting you to become an accredited landlord
- providing you with regular briefing to ensure that you are up to date with the law and potential partnership opportunities

To find out more about the support available from your local Council, follow the appropriate link below

(List of LAs – link take you to appropriate page on the Waleshousing.co.uk site or where no site provides details of a named officer in each LA).

Option 3 – Houses in Multiple Occupation

If the property you own and let is a House in Multiple Occupation (HMO) there are additional responsibilities placed on you and any agent who manages the property on your behalf.

This section provides information about the following:

- What is an HMO
- HMO Management
- HMO Licensing

Option 3a - What is an HMO

An HMO is defined as a property that is:

- occupied by 3 or more people, forming 2 or more separate households, sharing amenities e.g. bathroom and kitchen facilities, or
- converted into self-contained flats, but does not meet the requirements set out in the 1991 Building Regulations and less than two thirds of the flats are owner occupied, or
- occupied by 3 or more people, forming 2 or more separate households in a converted building that is not entirely self-contained.

Each unrelated tenant sharing a property will be considered a single household. Properties shared by two individuals and properties with a resident landlord who has no more than 2 lodgers are exempt from the HMO definition.

HMO landlords need to ensure that their properties are in good repair and well managed and in particular consider the issue of fire safety. Having a number of separate households living in the same property increases the risk of fire.

All HMOs must have certain fire safety features. The exact requirements for each HMO are based on a risk assessment made by a Council officer when they inspect the property. This is based on the size and layout of the property and how it is intended to be occupied. The exact fire safety requirements for properties are based on the Fire Safety Guidance produced by LACORS. You can find a copy of the guidance by following this link <http://www.welshlandlords.org.uk/landlord-guidance/downloads.aspx#Legislation/Government-Guidance>

An HMO also requires suitable and sufficient kitchen and bathroom facilities to meet the needs of the number of occupants in the property; these are set out in legislation. Your local Council will provide you with a copy of the amenities they require in HMOs.

Advice on works to a property to meet relevant HMO standards

If you own, or are thinking of buying, a property and are proposing to convert it to an HMO most Councils offer an advisory service, where a suitably trained officer will inspect the property and give you a schedule of work to complete and comply with.

You should also be aware that some conversions will need Planning consent and/or Building Regulation approval and you will need to seek advice from the relevant Teams within your local Council.

Option 3b - HMO Management

Managing an HMO's brings additional responsibilities. These are:

- the Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (Wales) Regulations 2007 <http://www.legislation.gov.uk/wsi/2007/3229/made> apply to what are commonly known as 'Section 257' HMOs: buildings which have been converted into self-contained flats, but which do not meet the requirements of the 1991 Building Regulations and where less than two-thirds of the flats are owner occupied.
- the Management of Houses in Multiple Occupation (Wales) Regulations 2006 <http://www.legislation.gov.uk/wsi/2006/1713/made> apply to other HMOs (e.g. shared houses and bed sits or a property that has some self-contained flats as well as shared accommodation).

Both sets of Regulations require you to:

- provide information to the occupiers about the manager of the premises and how they can be contacted
- ensure the property has appropriate safety measures in place and that means of escape are kept free from obstruction and are maintained
- maintain water supply and drainage to the property
- maintain a supply of gas and electricity
- regularly test gas and electrical installations
- maintain common parts, fixtures and fittings
- maintain living accommodation
- provide facilities for waste disposal

The effect of the regulations require landlords to have a greater on-site presence, than landlords who own and manage single household properties, and if you are unable to commit to this you should consider engaging an agent to manage the HMO on your behalf.

Tenants also have responsibilities under the Regulations, which are:

- to allow the manager reasonable access to the property
- not to prevent the manager carrying out their legal duties
- to comply with fire safety measures in the property
- to provide relevant information when requested by the manager
- to store and dispose of litter properly as directed by the manager

Penalties for failing to comply with the Management Regulations

Failure to comply with the Management Regulations is an offence for which you may be prosecuted. If taken to Court and found guilty you could be fined up to level 5 on the standard scale (currently £5,000) for each offence.

Option 3c - HMO Licensing

If you own an HMO, it is important that you find out whether your property needs to be licensed. You can do this by contacting your local Council. It is compulsory to license larger, high risk dwellings but local authorities have the power to introduce licensing for other types of rented properties. Licensing schemes are generally used for HMOs.

Licensing is intended to drive up the standard of management in HMOs by ensuring that:

- the landlord is a fit and proper person (or employs a person who is)
- each premises is suitable for occupation
- the standard of management is adequate

There are three types of HMO licensing – Mandatory Licensing, Additional Licensing and Selective Licensing.

Mandatory Licensing of HMOs

This applies to all HMOs which are three or more storeys high and have five or more occupiers who do not form a single household. The number of storeys includes habitable basements and attics and also includes a commercial ground floor with an HMO above e.g. a ground floor shop with a two storey shared flat or maisonette above counts as three storeys.

Additional Licensing of HMO's

Councils have the power to introduce additional licensing schemes to cover smaller types of HMOs in areas where management problems have been identified.

What does HMO licensing do?

Licensing looks at the suitability of the HMO itself (conditions, amenities and suitability for a maximum number of occupiers) and also the individual license holder and how they manage the property.

Every license applicant has to provide details of how the property is being managed. A Council can only grant licenses when its Officers are satisfied with the management arrangements.

A license has conditions attached to it which aim to ensure that HMOs are safe for the tenants and that they do not cause unnecessary concerns for other local residents. A license will last for up to 5 years.

Penalties for failing to license a licensable property or failing to comply with license conditions

It is a criminal offence if the landlord or the person in control of the property fails to apply for a license for a licensable property or allows a property to be occupied by more people than are permitted under the license. A fine of up to £20,000 can be imposed.

In addition if a property should be licensed but is not:

- the landlord or person in control of the property will be unable to evict tenants using the section 21 procedure
- the local authority can apply to the Residential Property Tribunal Service for a rent repayment order allowing it to reclaim any Housing Benefit paid on the property whilst it was unlicensed, up to a maximum of 12 months
- any tenant living in the property may also make an application to claim back any rent paid during the unlicensed period up to a maximum of 12 months

Fines of up to £5,000 can be imposed if landlords or their agents break any of the license conditions.

Option 4 – Forthcoming changes in legislation and regulations which will affect landlords

Over the next few years there will be significant changes in the way that the private rented sector works in Wales. In addition, the impact of the UK Governments welfare reform programme will continue to affect tenants living in the private rented sector.

This section of the website provides information about the following:

- the Welsh Government Housing Bill
- the Welsh Government Renting Homes Bill
- changes to Benefit regulations

Option 4a – The Housing Bill

The Welsh Assembly will consider the first Welsh Housing Bill during the autumn of 2013. This contains proposals which will mark a significant change in the way that the private rented sector works in Wales.

The Bill, when enacted in April 2015, might introduce:

- Landlord Registration and Licensing
- the Licensing of Letting and Management Agents

However this information could be subject to change as the Bill passes through the Welsh Assembly.

Landlord Registration and Licensing

All owners of private rented accommodation will be required to register within 1 year of the start of the scheme. Owners will be required to identify the property they own, pay a registration fee and indicate whether they intend to manage the property themselves or not.

Failure to register will be a criminal offence and subject to penalties which are yet to be determined.

Owners will be legally required to ensure the information contained on the register is correct and up-to-date.

If you intend to manage the property yourself, you will need to pass a suitability test to ensure that you are able to manage the property you own in the correct way. Should an owner fail the suitability test or not wish to become licensed they will either have to appoint a licensed management agent or appoint a licensed “responsible person” to manage property(s) on their behalf.

Once an owner passes the suitability test they will be registered as an “approved landlord”. Approved landlords will be issued with a membership card and be given a unique reference number which will need to be shown on all new tenancy agreements.

Within 2 years of the start of the scheme you will need to obtain licensed status. Obtaining licensed status will involve completing an accredited training course. Once achieved, the license will remain in place for 5 years and you will be expected to adhere to a Code of Practice. Failure to achieve licensed status may result in a landlord being fined.

The Licensing of Letting and Management Agents

Landlords who don't wish to manage their property must still be registered but can either appoint a licensed management agent or a licensed 'responsible person' to manage their property on their behalf.

All letting and management agents will be expected to register within 3 months of the start of the scheme. All letting and management agents will be required to pass a suitability test and once passed they will be registered as an approved agent.

Once approved, letting and management agents will be required to become licensed within 1 year. Licensing will involve agents becoming members of a suitable professional body and at least two-thirds of staff members completing an accredited training course. Once licensed, the license will remain in place for 5 years. During this time licensed agents will be expected to comply with a Code of Practice. If a registered owner is found to be using an unlicensed third party to manage their property, they may be liable for a fine.

Option 4b – The Renting Homes Bill

The Welsh Assembly will also be considering a Renting Homes Bill during 2015, which is aimed at simplifying tenancy law in Wales.

In summary, the Bill when enacted in 2016 will introduce two types of tenancy in Wales:

- a secure tenancy
- a standard periodic tenancy

These are intended to replace all existing forms of tenancy, with the exception of protected tenancies.

Landlords will be free to choose the type of tenancy they offer but the proposal is to ensure that all landlords and tenants have a written statement of their contract, setting out the rights and responsibilities of both parties.

It will become a legal requirement for landlords to provide their tenants with a written tenancy agreement. Copies of model tenancy agreements will be available free of charge on the internet, so there should not be any difficulty complying with this requirement.

Option 4c - Changes to Benefit regulations

Changes affecting tenants in the private rented sector were implemented in April 2011 and January 2012, these were:

- removal of the five bed Local Housing Allowance (LHA) rate – the maximum claim is for a four bedroom property
- the introduction of LHA caps limiting the amount of Housing Benefit paid on a property
- extending the Shared Accommodation Rate (SAR) entitlement from single claimants under 25 to those under 35 – meaning that a single person aged under 35 will only be entitled to the LHA rate for a room in a shared house.

In the early autumn two further changes are to be introduced which could have an effect on your tenants and therefore on your business.

The Benefit Cap

By September 2013 the UK Government will have introduced the Benefit Cap across the UK. The Benefit Cap limits the amount of benefit paid to claimants to:

- £350 per week for a single person or
- £500 a week for a couple or lone parent.

Tenants affected by the Benefit Cap will need to cover their rent payments from the other benefit payments they receive. In Wales this is likely to affect claimants with large families and if any of your tenants are in this situation you might want to advise them to apply to their local Council for a Discretionary Housing Payment, if they are experiencing difficulty in paying their rent.

Universal Credit

From October 2013 where a person who is out of work makes a new benefit claim or changes are made to their existing claim they will be transferred onto Universal Credit. Universal Credit will combine Housing Benefit, Income Support, Job Seekers Allowance, Employment Support Allowance and Tax Credits into a single benefit for people who are out of work. Universal Credit will be paid direct to claimants monthly in arrears and tenants will be expected to pay their rent to the landlord. Between October 2013 and October 2017 all other out of work claims will be transferred onto Universal Credit. This is likely to occur on a region by region basis.

Where the tenant is vulnerable in some way or has rent arrears the DWP will consider whether an Alternative Payment Arrangement is appropriate, this includes paying rent

directly to landlords. However, it is the intention of the DWP that all claimants become financially independent over time and the DWP will review the relevance of any Alternative Payment Arrangement over time. In addition landlords will be able to refer tenants who are in arrears of less than 2 months to the DWP. This will result in Universal Credit contacting the claimant to discuss their non-payment as part of the Personal Budgeting Support process. Where arrears of rent are more than 2 months the tenant will automatically be switched to direct payment, until the arrears of rent are paid off.

A significant number of tenants in the private rented sector are already paid their Housing Benefit which they in turn pass onto you. However, for some receiving their benefits on a monthly rather than fortnightly basis might be challenging.

As a means of helping tenants to ensure that they manage their money well you might want to talk to your tenants about establishing a credit union rent account. To find out more about credit union rent accounts follow this link <http://www.walescooperative.org/tackling-homelessness-through-financial-inclusion>

Greg Rowlands, a landlord and Chairman of the Caerphilly Private Landlord Forum, is fully supportive of the Credit Union Rent Account scheme. Greg says that Credit Union Rent Accounts:

“give landlords rent payments on the due date and so assist sustainable tenancies. It is about working with your tenants to build a mutual understanding, and be prepared to offer help to ensure payments are up to date. The rent account system is important to both parties and really does work well, and the Forum is committed to supporting the continued development of the scheme”.

To find a credit union which operates in your local area and provides rent accounts follow the links below

Loans and Savings Abertawe– Swansea & Llanelli - <http://www.lasacreditunion.org.uk/>

Smart Money – Caerphilly, Newport and Blaenau Gwent -

<http://www.smartmoneycreditunion.co.uk/>

Merthyr Borough Credit Union - Merthyr Tydfil - <http://www.mtbcu.org.uk/Home>

Bridgend Lifesavers – Bridgend - <http://www.blscu.co.uk/>

Dragonsavers – Rhondda Cynon Taf - <http://www.dragonsavers.org/>

Neath Port Talbot Credit Union – Neath Port Talbot - <http://nptcu.co.uk/>

West Wales Credit Union – Pembrokeshire, Ceredigion, Carmarthenshire (no website)

Gateway Credit Union – Torfaen & Monmouthshire <http://gatewaycu.co.uk/Home>

Newport Credit Union – Newport - <http://www.newportcreditunion.co.uk/>

Cardiff & Vale Credit Union - Cardiff & the Vale of Glamorgan - <http://www.cardiffcu.com/>

North Wales Credit Union – Wrexham, Flintshire, Denbighshire, Anglesey, Conwy & Gwynedd - <http://www.northwalescu.co.uk/en/>

Brecon & District Credit Union Limited - South Powys -

<http://www.breconcreditunion.co.uk/>

Robert Owen Montgomeryshire Credit Union - Montgomeryshire, Powys (no website)

Red Kite Credit Union - Mid Powys - <http://www.redkitecreditunion.co.uk/>