The Bulletin

SWLA
South West Landlords Association

March 2018

Forthcoming Changes to Landlord Legislation

Minimum Energy Efficiency Standards 1st April 2018
-From 1 April 2018 any new or renewal tenancies need a minimum energy performance rating of 'E'. -From 1 April 2020, the minimum level 'E' applies to all tenancies – including existing.
(There are a number of exemptions available and if one of those exemptions apply, the property must be registered on the National PRS Exemptions Register).

Gas Safety (Installation and Use) (Amendment) Regulations 2018 – expected 1st or 6th April 2018 but is yet to be passed through parliament.
-The Gas Safety Regulations are being amended and of particular interest is an improvement in flexibility for landlords and agents when obtaining a gas safety record.
-A landlord will be able to have a gas safety record completed up to 2 months before the "deadline date" (MOT style) and the following record will not need to be from 12 months of the last check but instead the deadline date will remain for the following year. This allows landlords to get gas safety records completed up to two months earlier and not be penalised.

EU General Data Protection Regulations (GDPR) – 25 May 2018
-Significant changes are being made to Data Protection rules.
-The changes will require you to audit what information about people you hold, what you do with it and how long it is retained.
-Any processing of data based upon consent (e.g. sales and marketing) will significantly change and any consents obtained will need to be granular and opt-in.

Homes (Fitness for Human Habitation and Liability of Housing Standards). – date to be announced
-The purpose behind the Bill is: To amend the Landlord and Tenant Act 1985 to require that residential rented accommodation is provided and maintained in a state of fitness for human habitation; to amend the Building Act 1984 to make provision about the liability for works on residential accommodation that do not comply with Building Regulations; and for connected purposes.
-The Bill has received cross party support and is now at the committee stage (date to be announced).

Continued next page...

Forthcoming changes to Landlord Legislation.

Houses in Multiple Occupation and Residential Property Licensing Reforms – date to be announced
-It is proposed that any property with 5 or more occupiers and all those occupiers are not related to one another will require a HMO licence. Currently there would need to be 3 storeys in addition to the 5 or more occupiers to require a licence.
-Furthermore, it is proposed that there will be minimum room sizes introduced.
5 Yearly Electrical Safety Checks – date to be announced – still under consultation
-Provision has been made under the Housing and Planning Act 2016 for electrical safety checks to be carried out at a yet to be specified interval and conducted by yet to be specified qualified persons.
-Currently it's a requirement to carry out 5 yearly electrical checks on HMOs but this new legislation would require it on all specified private rented properties.

Banning Orders – 6th April subject to approval
-Also a provision under the Housing and Planning Act 2016, banning orders will be introduced for offences committed in England.
-The Housing and Planning Act 2016 (Banning Order Offences) Regulations 2017 which define the offences is still in draft form but offences that could result in a banning order include (but not limited to):
Unlawful eviction and harassment of occupier
Failing to comply with certain HHSRS notices
Offences relating to HMO licensing
Failing to comply with HMO Management Regulations
Fire safety offences
Immigration Act offences
Fraud, theft, burglary, handling stolen goods, drug offences
Proceeds of crime offences

Ban of Tenant Fees – date to be announced (expected Spring 2019)
-A draft Bill has been published and has received general support. If brought in as is, the draft essentially bans all fees in respect of granting, renewing or extending a tenancy except charges that may be made under the Bill (e.g. rent, deposit and a holding deposit).
-It's also proposed that a deposit will be limited to up to six weeks rent and a holding deposit of one weeks rent is proposed to be allowed.

Letting Agent's Training Course Plymouth – SWLA in Partnership with Plymouth City Council

Tuesday 10th April 2018– The Future Inn, Plymouth – 9.30am-4.30pm

Covers all legal updates 2018 including Data Protection (GDPR), Draft Tenant Fee Bill, Minimum Energy Efficiency Standards (MEES) and much more. On completion of the course you will be armed with the information required to help you and your business remain on the right side of the law.

Cost of one day course £80.00, to include a light lunch and refreshments.

BOOK EARLY AS NUMBERS ARE LIMITED.
Please see our website for further details – ***www.landlordssouthwest.co.uk***

Homelessness Reduction Act

It's been confirmed that the ground-breaking Homelessness Reduction Act will commence from April 2018, with £61million government funding behind the bill.

Councils will use the funding boost to pay for the series of new responsibilities they must meet under the act. The bill – which became an official act of parliament – places a legal duty on councils to give people meaningful support to try to resolve their homelessness, as well as introducing measures to prevent people becoming homeless in the first place.

This news comes in the wake of a stark and shocking warning that homelessness is expected to more than double by 2041.

How does the Act sound from a landlord's perspective?

Do those making the Law understand the many causes of homelessness or are they inundated with figures from well meaning charities? Is freezing and capping benefits a cause? Are persistent rent avoiders a factor? Is the waiting period for Universal Credit payments making landlords refuse certain tenants? Would the Local Authority/DWP ensuring that benefit money awarded for rent was used for rent payments make a difference? Just a thought.

Rogue Landlord Database Gets Green Light

Housing minister Sajid Javid plans to strengthen the fight against bad landlords with a national database of offenders. The system is due to go live from April 2018 and will list banning orders against rogue landlords.

The measure will stop landlords with convictions for housing offences in one council area from letting homes in another council area. Until now, rogue landlords renting out homes in more than one council area were able to avoid detection as councils did not swap data about offenders.

From April 2018, if a landlord or letting agent is convicted of one of a list of offences, the council can apply to the First Tier Tribunal for a banning order, which will see the offender's details posted to the database.

The offences resulting in a possible a banning order are;
Unlawful evictions and violence to secure entry
Failing to properly manage houses in multiple occupation, including licensing, overcrowding, health and safety issues
Providing false or misleading information

The criminal offences that will automatically ban someone from being a landlord are;
Theft
Blackmail
Handling stolen goods
Harassment and Stalking

Only councils will have access to the database, so tenants will not see if their prospective landlord has any convictions.

Rogue Tenants

There is still no database of rogue tenants who persistently defraud landlords. Those of them on benefits (both Housing Benefit and Universal Credit) are well known to the Local Authority and DWP who do not share information with landlords due to Data Protection. Many of these persistent rogue tenants will benefit from the £61 million allocated to fund the Homelessness Reduction Act.

PLEASE USE THE SWLA FORM 77 TO REPORT ROGUE TENANTS. SWLA MEMBERS CAN CHECK THIS DATABASE FOR ANY NEW TENANTS WHO APPLY FOR ACCOMODATION.

'How to Rent' Guide Updates

The 'How to Rent: the checklist for renting in England' guide from the Ministry of Housing, Communities & Local Government was updated on 17th January 2018.

Changes include a change of government department name on page 1 and the removal of reference to the London Rental Standard on page 3. Many of the online links from the guide have also been updated.

Landlords must ensure that they issue the most recent version to tenants in England when they start or renew their tenancies. Failure to do so could invalidate any future Section 21 action.

The latest How to Rent Guide can be found on the gov.uk website;
https://www.gov.uk/government/publications/how-to-rent

Do Politicians Understand the PRS?

Jeremy Corbyn has called for the end of Section 21 'no fault' eviction notices and has wrongly claimed that the sector is unregulated in an article in The Independent.

He has claimed this will be a key housing pledge as part of the Labour party's next election manifesto. Corbyn and the Labour party believe that landlords should not be able to evict a tenant for no reason and blames the increases in homelessness on Section 21 evictions.

In the article, Corbyn further argues that the sector is unregulated and there needs to be more regulation around longer-term tenancies. Mr Corbyn told The Independent: "At the moment we have a largely deregulated private rented sector in Britain and people can be evicted or have their tenancy terminated at the end of six months for no reason whatsoever".

However, there are arguments that Corbyn is painting an inaccurate picture of the private rented sector and of the behaviour by good landlords. Many landlords use a Section 21 notice procedure due to tenants not living in a tenant like manner. Landlords want good tenants to stay in their homes for the long-term and are evicting predominately due to breaches of the tenancy agreement.

The current Section 8 process and court system can be seen as not fit for purpose, with repossession taking a very long time and with very few mandatory reasons for a judge to be able to grant a landlord possession. This can place significant financial pressure on a landlord and could mean the landlord risks defaulting on any financial commitments associated with the property. All while rent arrears continue to build, leaving the landlords in further financial loss.

Article abridged from RLA

TRADES/SERVICES

The Importance of Serving a Gas Safety Certificate

Landlords are being reminded of the importance of serving a copy of a valid gas safety certificate at the start of a tenancy, or they risk being unable to serve a Section 21 notice of possession.

In a case that was heard at Central London County court in February 2018, a letting agent failed in their attempt to use a Section 21 route to gain possession of their property. District Judge Bloom rejected the possession claim, on the basis that the landlord had failed to provide them with a copy of a valid gas safety certificate before the tenant had moved into the property.

The landlord provided their tenant with a copy of the new gas safety certificate, following an annual gas safety inspection 11 months later, this made no difference and the Judge still rejected the Section 21 claim.

What this means

Up until now, if a landlord wanted to gain possession of a property through using a Section 21 route to possession, and they had not served their tenants with a copy of a valid gas safety certificate, it was assumed they would have been able to rectify this for example by giving the tenants a copy of the gas safety certificate at a later date.

This case highlights that it is ESSENTIAL for landlords in England to serve tenants a valid gas safety certificate at the start of a tenancy, together with other prescribed documents, if the tenancy began on or after the 1st October 2015 (when the Deregulation Act provisions came into force).

Just as it is critical that all private landlords ensure that all gas equipment in the accommodation that they rent out has a valid gas safety certificate (which lasts for twelve months) it is now equally essential for landlords to share a copy of the gas safety certificate with tenants at the start and renewal of a tenancy.

The ruling can be appealed

While this ruling could still be appealed, and it is not generally binding, it is likely that this case will have a persuasive effect on future possession cases.

What about tenancies that began before the Deregulation Act 2015 came into force?

Currently, landlords must serve tenants with these prescribed documents if a tenancy began on or after 1st October 2015, or when renewing a tenancy;

- Gas Safety Certificate
- Energy Performance Certificate
- Deposit Protection Certificate
- Prescribed Information
- How to Rent guide (from Gov.uk)

Failure to do this could result in landlords being left unable to gain possession of their property using a Section 21 notice.

From October 2018, ALL assured short hold tenancies in England will be required to provide tenants with these prescribed documents.

Article Abridged from the RLA

Section 21. What are the pros and cons of choosing the accelerated possession procedure?

To use the accelerated possession procedure, the following must apply:
The tenant is on an assured short hold tenancy in England or Wales
The tenant moved into the property after 15th January 1989

You must have given the tenants at least 2 months' notice under section 21 of the Housing Act and they have not left by the date specified (give 2 months and 2 days' notice at least to allow for service days)

If you took a money deposit, you must have put it in a deposit protection scheme
You are not claiming rent arrears

When you apply to court for accelerated possession, your tenants will be sent a copy of the application by the court and they will have 14 days from the date of receipt to challenge it. A copy of this will also be sent to you, ensure to return the tear off slip at the bottom of the page and return to the courts following the 14-day notice period.

The application will be reviewed by a judge, who can then decide whether to award the possession order without the need for a hearing. If the tenant has serious grounds for defence, the judge is likely to set a court hearing, after which he will decide on whether to award the possession order.

If the possession order is awarded, the judge will normally give the tenants 14 to 28 days to leave the property.

The pros

The main advantage is that the accelerated possession procedure can be a faster way of recovering your property to re-let it, providing all the conditions are met.
The court fee is the same for both the accelerated and standard possession procedure. Court fee is currently £355).

The cons

You cannot claim for rent arrears. If you do have arrears to recover, you will need to either use the standard possession procedure or make a separate court claim for the arrears. It is worth bearing in mind, though, that it can be challenging to recover rent arrears from tenants in financial difficulties.

If your tenant is on a fixed-term tenancy, you cannot evict them until the fixed term has ended. If it is a periodic tenancy, the procedure can only be used after the first six months have passed. This can make the notice period significantly longer than two months.

If you make any mistakes or omissions in either the service of the section 21 notice or the application to court, the judge is likely to dismiss the application, which may mean that you have to ask for a hearing or start the process again.

If the tenants claim exceptionally difficult circumstances, the judge is permitted to give them up to 6 weeks to leave the property, instead of 14 to 28 days..

If tenants do not leave after the date provided on the possession order, you will then need to decide whether to action to evict the tenants. You can either use the County Court bailiffs or request leave to use a High Court Enforcement Officer (HCEO).

Article Abridged from The Sherriff's Office

Repair Obligations and Retaliatory Evictions

Although most tenants are happy with their accommodation, there are some who have what might be termed rogue or criminal landlords who repeatedly fail to carry out basic repairs. Legislation was introduced to protect these tenants from eviction by their landlord after requesting repairs.

From 1st October 2015 'retaliatory eviction' was deemed illegal and protections were put in place for tenants. Therefore, a tenant can't be evicted for requesting repairs, or within six months of requesting repairs.

What does this mean for landlords?

If a tenant requests a repair, the landlord must either carry out the repair, or respond in writing to the complaint within 14 days explaining the action they will take to fix the issue. If the landlord does not respond, or provides an inadequate response to the tenant, such as serving an eviction notice the tenant can contact their Local Authority to request an inspection (this is known as the Health and Safety Rating System) to look at the issue with the accommodation.

What happens next?

The Local Authority have many steps they can take which includes issuing an 'Improvement Notice'.

An improvement notice requires the landlord to carry out work to deal with a Category 1 or 2 hazard, or both. The notice will state what the hazard is, what has caused the hazard, what work needs to be done to rectify the issue, the date when work should start and when the work must be completed by. A Landlord has the right to appeal the notice within 21 days.

The Local Authority can also issue a 'Notice of Emergency Remedial Action'.

Emergency remedial action notices are used for category 1 hazards. The local authority has an immediate right of access if it decides to take emergency action. If this happens, the tenant and landlord are served with a notice. The local authority can claim the cost of any work back from the landlord.

If either of these two actions are taken the landlord cannot evict the tenant for 6 months using the Section 21 no-fault eviction procedure.

What do landlords need to do?

As with the original bill, there is always the danger that some tenants might abuse the system to prevent eviction.

If a landlord receives a complaint from a tenant, they should respond quickly (within the 14 days stipulated), they should record the actions they have taken and take care to fully update the tenant with the remedial action along with timescales for the repair work to be undertaken.

Article Abridged from David Asker

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Government wants to plug AirBnB Tax Loophole

Tax relief on AirBnB lets may get axed as the government looks at revamping rent-a-room rules for short-term rentals. Rent-a-room allows householders to earn up to £7,500 a year from lodgers. The Treasury feels holiday lets are an abuse of the rules that were designed to ease the need for long-term homes.

Rent-a-room tax relief was intended to encourage householders with spare rooms to let them out to help ease the housing crisis, but loose wording in the rules has seen the measure exploited.

The government admits that no data is available to show how many taxpayers are pocketing the relief as HM Revenue & Customs does not need to be notified of a claim. “The current eligibility criteria for Rent a Room relief do not specify any particular length of let, so Rent a Room relief could be given on income from 365 one-day lettings to different people or from one 365 day letting to the same person,” says the Treasury.

“Nor do they stipulate that the let should be for a specific purpose, as long as the individual is providing furnished accommodation. The relief would be available on the let of a room to someone who is staying in the area as a visitor, on holiday, to attend an event, to work, study etc.”

The government’s suggested reforms are to apply two tests to rent a room relief –
Banning holiday lets and only allowing residential rentals
Only allowing lets of 31 days or more
Failing one of the tests would bar the householder from claiming rent a room relief.

Article abridged from the Guild of Residential Landlords

Positive Changes to Housing Benefit and Universal Credit

In December 2018, the Department for Work & Pensions ended the practice of requiring a tenant's explicit consent for an Alternative Payment Arrangement (APA) to be put in place.

This is a rare piece of good news, especially when it comes to Universal Credit. The new process should simplify and speed up the APA request for landlords and will continue to retain a safeguard for the claimant to challenge the APA request e.g. where the claimant is in dispute with the landlord.
The tenant will no longer be asked or required to give explicit consent for an APA. Now, the tenant will be told that an APA has been applied for by the landlord, and the reason.

The tenant will then have 7 days to provide proof that either the basis of the claim is wrong, or proof of a valid landlord/tenant dispute

Such evidence could be proof of payment (for rent arrears claims), or correspondence with local authority/CAB about repair issues (for landlord/tenant dispute)

If the tenant cannot prove that the basis for the APA is unfounded, or that there is a valid landlord/tenant dispute, or if they just ignore it, the APA will be put in place after 7 days.

In addition, when a claimant is asked to verify their rent the DWP will also ask them if their housing benefit was being paid directly to their landlord prior to their UC claim and the reasons for this. This will allow work coaches to have a conversation with the claimant to determine whether a managed payment to landlord APA for the UC claim may need to be applied, if appropriate.

For what reasons could a landlord request an APA?

Tier One factors – Highly likely/probable need for Alternative Payment Arrangements;

1.1 Drug/alcohol and/or other addiction problems eg gambling
1.2 Learning difficulties including problems with literacy and/or numeracy
1.3 Severe/multiple debt problems
1.4 In temporary and/or supported accommodation
1.5 Homeless
1.6 Domestic violence/abuse
1.7 Mental health condition
1.8 Currently in rent arrears/threat of eviction/repossession
1.9 Claimant is young: a 16/17 year old and/or a care leaver
1.10 Families with multiple and complex needs

Please note, if you have a tenant in rent arrears who claims Universal Credit, you can request Third Party Deductions as part of an application for an Alternative Payment Arrangements providing that the tenant has not moved into another property. If a tenant with rent arrears has moved on, as with Housing Benefit claimants, the arrears would need to be claimed back through the small claims court.

Landlords and Tax

The past few years have seen the rise in what is known as the accidental landlord. These are people that have ended up renting their property as a result of circumstance. They may have had to relocate or split up with their partner or inherited but, having been unable to sell the property, have ended up as landlords.

Accidental landlords can often lead to accidental tax bills as accidental landlords tend to be amateurs and newcomers to the lettings market.

The first thing to be aware of is that landlords must pay tax on their entire rental income with tax relief only available at 20% regardless of which tax band the landlord maybe in. In other words, a landlord on higher tax will pay tax at 40% or 45% of his rental income but only be able to claim 20% back as tax relief.

Secondly, the government is phasing out tax relief on offsetting mortgage interest payments against rental income and this is due to be replaced by a 20% tax credit.

This year landlords will be only allowed to offset 50%, falling to 25% in 2019 and zero in 2020. For example, a higher-rate payer with £10,000 income a year, and mortgage interest payments of £9,000, currently has a tax bill of £400. By 2020, that bill will rise to £2,200.

Any property that has been rented will also be liable to capital gains tax (CGT). The tax-free allowance its currently £11,300 with 28% CGT rate for higher rate taxpayers. Lower rated taxpayers get an 18% CGT rising to 28% over the basic tax rate band.

In addition, from 2019, landlords will also be required to pay capital gains within 30 days of selling a property rather than at the end of the tax year as is now the case.

One other tax change to note for landlord submissions in 2018 and beyond is the replacement of the old 10% wear and tear allowance. This 10% of net rent deductions could be applied whether landlords replaced any furnishings, fixtures or fittings or not but as of April 2016, landlords are only able to claim tax relief for replacement costs only on furniture, furnishings or kitchenware for their rental property. Unlike the previous wear and tear that can be claimed by both furnished and unfurnished landlords.

Article abridged from the Sheriff's Office

Landlords Fined for Breaching HMO Management Requirements

At Truro Magistrates Court on 20th December 2017, landlords Anthony Pickering and Alan Short pleaded guilty to breaching several requirements of the Management of Houses in Multiple Occupation Regulations 2006 at a property in Camborne, following prosecution by Cornwall Council. They were ordered to pay a total of £3,847 (£2,000 for the offences committed, £1,647 in prosecution costs and a victim surcharge of £200).

On the 19 January 2017, Cornwall Council Private Sector Housing Team visited the premises and found that the communal kitchen and bathroom, staircase, rear out building and garden were poorly maintained. The landlords were given an opportunity to put right the problems but failed to do so.

Cornwall Council cabinet member for homes Andrew Mitchell said: “Where the standards of management are poor, it can place tenants at significant risk of serious harm.In situations such as this, the Council will take enforcement action to protect the health, safety and welfare of occupiers.”

Landlord Sentenced for Failing to Carry Out Gas Safety Check

A Staffordshire-based landlord has been sentenced after failing to provide evidence that a gas safety check had been carried out at one of his tenanted properties. David Corry failed to present a Landlords Gas Safety Record to the HSE after numerous attempts from HSE representatives to obtain this certificate.

On 11 August 2016, HSE served Mr Corry with an Improvement Notice requiring him to arrange for a registered gas fitter to carry out an inspection of the gas appliances in one of his tenanted premises in Stafford, and to produce a Landlords Gas Safety Record. Mr Corry failed to comply with the Improvement Notice.

He pleaded guilty to breaching Regulation 36(3) of the Gas Safety (Installation and Use) Regulations 1998, and Section 21 of the Health and Safety at Work etc Act 1974. He was sentenced to serve a total of 36 weeks imprisonment, suspended for twelve months, and ordered to complete 140 hours unpaid work. Mr Corry was also ordered to pay costs of £6,428.46.

Speaking after the hearing, HSE inspector Wayne Owen said: “David Corry potentially put the health of his tenants at risk and also chose to ignore the repeated requests by the HSE to produce the gas safety record.

“Every year around 7 people die from carbon monoxide poisoning caused by gas appliances and flues that have not been properly installed, maintained or that are poorly ventilated. It is important that landlords fulfil their legal gas safety obligations to their tenants.”

More information on what landlords are legally responsible for in relation to gas safety can be found here: ***http://www.hse.gov.uk/gas/landlords/***

Article provided by Batemans & abridged from HSE

Letting Agent Pays £8,500 for Bungling Bad Tenant References

A buy-to-let landlord who had the home he rented out damaged by a tenant has won a negligence case against a high street letting agent. Saul Shevlin won £8,462.14 damages, plus £410 costs from Connells, a part of the national Sequence network.

Shevlin told the court that Connells found a tenant for his property who was a non-smoker working in financial services and that she had passed the referencing procedures. Shevlin said he did not receive the referencing report until 18 months after she moved into his rental property, despite him requesting the paperwork 20 times.

The first hearing was won by Shevlin in June 2016, where a judge heard that the tenant was in mortgage arrears, allowed other people to move into the home and that they regularly held all-night parties that disturbed neighbours. Police attended the property five times and made two arrests, said Shevlin. Windows were smashed, contents vandalised or stolen, there was graffiti on walls, utility bills went unpaid and bailiffs made frequent visits to the property, he added.

The referencing report included copies of a utility bill and driving licence with different dates of birth and addresses than she had given the letting agent to check out. Her previous address was for a business and she offered no bank statements or wage slips.

The court agreed Sequence was negligent in the way they managed the application but rejected a second claim for breach of contract. Sequence recently appealed the ruling at Chelmsford County Court, but the judge agreed with the earlier verdict and dismissed the firm’s claim.

Article Abridged from The Guild of Residential Landlords

Why use an insurance broker as opposed to searching for landlord insurance online?

- A broker can save you time and stress by drawing on their experience of the best insurers to approach.
- A broker can cut through all the jargon and find the best deal to meet your circumstances.
- A broker can ensure that you have met the criteria of that insurance policy and are therefore fully covered in the event of a claim
- A broker can negotiate better premiums than a client going direct due to the volumes of business they do with insurers and relationships they have built.
- A broker has access to price beat facilities if you have a renewal or quote to ensure competitive pricing.
- A broker has the knowledge to suggest other 'add-on' covers such as rent guarantee that a client may not have been aware existed and may make all the difference when facing a landlord issue!

Let us do the hard work for you…call us at Excaliber Associates on 01752 340183

Sound Advice, Simply Presented.

SWLA have worked successfully with both Excaliber and Bateman (Landlord Insure UK) insurance brokers for many years. Both actively research the market and offer comprehensive cover at competitive prices. If you haven't done so already, get a quote before renewing your current policy. Cheaper insurance isn't always better, you often get what you pay for.

INDEPENDENT FINANCIAL ADVICE

Sound Advice, Simply Presented.

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A typical fee for mortgage advice is £495.

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Landlord Accreditation Training Course Exeter

Thursday 12th April 2018 – Civic Centre, Paris Street, Exeter – 9.30am-4.30pm
Covers all aspects of letting including ASTs, Deposits, Section 21s, Section 8s, HMOs, Gas and Electrical Safety, Inventories and much more. Can lead to accreditation.

Cost for SWLA members £65.00, non-members £75.00

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SWLA Member Benefits

Have you applied for a B&Q Trade Point card via the SWLA? If not, please contact the office and we will arrange for one to be sent to you.

You can also apply for a Trago Mills 'Trago2Business' discount card which entitles our members to a discount of 15% off most departments in store (excludes electricals and items already on promotion). Call the office for further information on how to apply.

GDPR; Email Marketing and General Data Protection Regulations

The European Union (EU) is about to change the rules about keeping data. The EU General Data Protection Regulations will commence in May 2018.

What is GDPR?

The EU General Data Protection Regulation (GDPR) replaces the Data Protection Directive 95/46/EC and was designed to harmonize data privacy laws across Europe, to protect and empower all EU citizens data privacy and to reshape the way organizations across the region approach data privacy.

It's a regulation that will strengthen and unify data protection for all individuals within the EU and it also addresses the export of personal data outside the EU.

Businesses will be required to get consent from individuals to hold and use their personally identifiable information (PII), notify customers about breaches and transfer data.

The GDPR was approved by the EU Parliament last year with the 'enforcement date' being May 25th, 2018 – at which time those organisations in non-compliance will face heavy fines.

For further information, please see the following website;
https://www.eugdpr.org/eugdpr.org.html

SWLA with PCC are jointly hosting a course for agents on Tuesday 10th April at The Future Inn, 9.30am – 4.30pm. £80.00 to include a light lunch. This course will enable attendees to understand how the new regulations affect Letting Agents. To book, please call or email the SWLA office.

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AGM 2018

The Annual General Meeting of the South West Landlords Association was held at the Future Inn Plymouth on Wednesday 24th January 2018. Major road works to the Tavistock Road/Derriford roundabout were still causing confusion and contributed to the smaller than usual attendance of 38 members. The Chairman welcomed those present and both he and the treasurer presented statements which had been previously circulated. Membership was holding up well even in the face of increased taxation and additional legislation. SWLA were financially sound with capital reserves increased. Members from the floor thanked committee and staff for another successful year. A finger buffet and drinks were enjoyed while networking ensued.

At the Committee Meeting following the AGM the following officers offered their services and were re-elected for the coming year –

Chairman – S Lees
Vice Chairman – I Maitland
Treasurer – K Swain
Company Secretary – A Saunders
Membership Secretary – L Faulkner
Policy & Liaison Officer – L Johns

NOTICE BOARD

SWLA stationery

SWLA stationery may change without notice so before using a document, make sure that you use the latest one on the SWLA website, by checking the issue date or check with the SWLA office at the email address or telephone number shown below. Don't forget our ability to advertise accommodation to let, property for sale in our office window

E-Mail address

If you change your email address **PLEASE TELL US** otherwise you might miss important messages from us!

KBG CHAMBERS - Barristers – Plymouth, Truro & Exeter

We will support members with legal advice and representation through public access. KBG cover all areas of Property Law.

Call 01752221551 or email Colin Palmer, Senior Clerk, on colin@kbgchambers.co.uk

Richard Gore Solicitor in Bristol

Richard is with Greg Latchams on 0117 9069424 and will support initial telephone calls to discuss your problems

Rory Smith, Enigma Solicitors

Rory Smith is a highly experienced specialist in a wide range of disputes and their resolution. Rory can also recommend to you other law firms in Plymouth who will all offer free initial advice to SWLA members in other specialist areas. Contact Rory on 01752 600567 or by email at rls@enigmalaw.com Enigma is located 5 minutes away from SWLA's office at Farrer Court , 77 North Hill PL4 8HB The office is open 8:50 a.m. until 5:00 p.m. weekdays.

Did you know that SWLA have a trade listing of local businesses? Head to the SWLA website 'Trade Directory' for all of your landlord needs from Gas Safety Checks to Building Services

SWLA

South West Landlords Association

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By **The South West Landlords Association Ltd 30 Dale Road, Plymouth PL4 6PD**
You can contact our answerphone service on 01752 510913 or E-mail us at info@landlordssouthwest.co.uk, visit our website www.landlordsouthwest.co.uk
Or visit our office in Dale Road, it is open week days from 10am to 3pm

The association provides assistance and advice. However, the Association does not hold itself out as providing specialist legal advice and therefore whilst written and oral advice is given in good faith, no responsibility can be accepted by the association, its officers or members for the accuracy of its advice, or shall the association be held liable for the consequences of reliance upon such advice.